

HOUSE ALLOTMENT RULES

1. SHORT TITLE AND APPLICATION:

- (a) These rules may be called the Rules for Allotment of Residences in Jawaharlal Nehru University, New Delhi.
- (b) These shall come into force on the date of approval by the Executive Council. Additions/Amendments approved by the Executive Council from time to time shall take effect from the date these are approved unless otherwise specified.

2. DEFINITIONS

- 2.1 “Allotment” means grant of a licence to a University employee to occupy a residence or a portion thereof, owned by the University for use by him as a residence, as per the terms of the licence.
- 2.2 “Allotment Year” means the year beginning on 1st January or such other period as may be prescribed.
- 2.3 “Salary” for the purpose of determining eligibility for a class of residence shall include basic pay, and dearness pay only.
- 2.4 “Family” means the wife or husband, as the case may be, and children, stepchildren, legally adopted children, parents, brothers and sisters of the employee as ordinarily reside with, and are dependent on the employee.
- 2.5 “University” means the Jawaharlal Nehru University.
- 2.6 “Priority date” of an employee in relation to a type of residence to which he is eligible means the earliest date from which he has been continuously drawing salary relevant to a particular type or higher type in respect of Type-IV to Type-VI accommodation and the date from which he has been continuously in service in the University in respect of Type-I-III accommodation.

EXPLANATION:

- (i) Whenever a staff member becomes entitled to a particular type of residence he would have date of entry into the salary slab in respect of Type-IV to VI accommodation and date of joining in respect of Type – I – III accommodation as prescribed for eligibility for allotment of that type. He would, however, be entitled to retain his earlier dates of priority, if any, for the lower types of residence also. Provided that where the priority date of two or more employees is the same, seniority amongst them shall be determined by the amount of salary. Where the salary is equal, the seniority will be determined by scale of pay. Employees in higher scale of pay will be senior to the employees in lower scale

of pay. In case the scale is also the same, the date of birth will be considered, that it older employee getting precedent over the younger employee, and where all the above factors are equal, seniority will be decided by draw of lots.

- (ii) There shall be no apportionment of type V and VI residences between the teaching and non-teaching staff. All type IV residences, however, will be allotted to non-teaching and teaching employees in the ration of 1:3. Separate roster be maintained for allotment.

2.7

- (i) “Licence Fee” means the sum of money payable monthly in respect of any type of residence allotted to an employee under these rules and shall be such as may be decided from time to time by the Vice-Chancellor on the basis of the Govt. of India rules in this regard.
- (ii) “Conservancy Charges” means the monthly amount payable by an employee allotted any type of residence and shall be such as may be decided by the Vice-Chancellor from time to time.

Note: Wherever the words “Licence Fee” occur in the Rules, the words “and conservancy charges” will be added so as to read “Licence fee and conservancy Charges”.

2.8 “Residence” means any residence for the time being under the administrative control of the University.

2.9 “Subletting” includes sharing of a residence by the allottee with another employee of the University with or without payment of rent by such other employee.

Provided that no subletting is permitted in Single Room Units and Transit accommodation.

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

2.11 Type in relation to employee” means the type of residence to which he is eligible.

2.12 “House Allotment Committee” means a committee to consider allotment of residence and exercise such other functions as are provided in these rules.

- 2.13 “Employee” means whole time University employee appointed on a regular basis in the University on a regular scale of pay and does not include persons appointed on projects, schemes, appointed on an ad-hoc basis and on deputation.

EXPLANATION:

- (i) Deputationists holding essential category posts may be considered for allotment.
- (ii) For the purpose of rule 16 and 18, the expression “employee” includes, unless the context otherwise requires, a member of his family.
- (iii) Employees working in the various sponsored projects/schemes including those working as Research Associates/Research Scientists and appointed on adhoc/deputation basis shall be entitled to share accommodation with regular employee of the University in terms of Rule 17.

3. ELIGIBILITY OF HUSBAND AND WIFE

- 3.1 No employee shall be allotted a residence under these rules, if the wife or the husband, as the case may be, has already been allotted a residence by the University, Government, Semi-Government body, autonomous organization or any local body unless such residence is surrendered simultaneously provided that this sub-rule shall not apply where the husband and the wife are residing separately in pursuance of an order of judicial separation made by any Court. Provided further that an employee in occupation of accommodation allotted to him by the Government of India, Semi-Govt. body/autonomous body etc., shall be required to surrender the accommodation simultaneously before occupying the accommodation allotted to him/her by the University.
- 3.2 Where two employees in occupation of separate residences allotted under these rules marry each other they shall within one month of the marriage surrender either of the residences allotted to them. Failure to surrender the residence within the prescribed time will result in automatic cancellation of allotment of both the residences and charging of punitive licence fee for continued occupation of the residences.
- 3.3 Where both husband and wife are employed in the University, the entitlement of each of them to allotment of residence under these rules shall be considered independently.

4. **CLASSIFICATION OF RESIDENCES:**

Save as otherwise provided by these rules, an employee will be eligible for allotment of a residence of the type shown in the table below:

Type of residence	Salary slab for eligibility
Zero Type (Class IV Quota)	Rs. 2550/- and above
Zero Type (Class III Quota)	Not less than Rs. 3050/-
Type-I	Rs. 2550/- and above
Type-II	Rs. 3050/- and above
Type-III	Rs. 5500/- and above
Transit (for Teaching Staff)	Not less than Rs. 8000/-
Type-IV	Rs. 8000/- and above
Type-V	Rs. 12000/- and above
Type-VI	Rs. 16400/- and above

5. **APPLICATION FOR ALLOTMENT:**

5.1 An employee who seeks allotment of residence may submit his application in such form and by such date as may be specified by the University in this behalf.

EXPLANATION: However, Limited priority lists upto approximately five times the number of residences likely to be available during a year for all the types of residence shall be prepared on the basis of written applications in the beginning of the allotment year and circulated to the School/Centre/Department, etc., and displayed on the notice board of the Estate Branch.

6. **CONSTITUTION OF HOUSE ALLOTMENT COMMITTEE**

6.1 Composition – The House Allotment Committee shall consist of the following:

- (i) One faculty member to be nominated by the Vice-Chancellor as Chairman for a period of 2 years.
- (ii) Three members to be nominated by the Vice-Chancellor for a period of two years.
- (iii) One representative of the JNU Staff Association.
- (iv) One representative of the JNU Officers' Association.

- (v) One representative of the JNU Teachers' Association.
- (vi) Deputy/Assistant Registrar (Estate) – Member Secretary

EXPLANATION: vacancies arising due to withdrawal may be filled by the concerned nominating authority for the residual term.

6.2 **QUORUM:** Five members shall form the quorum

6.3 **FUNCTIONS:** The House Allotment Committee shall:

- (a) decide allotment of residences under the provisions of these rules;
- (b) ensure proper utilization of residences;
- (c) exercise powers of cancellation of allotment and take any other action against the allottees for breach of rules and conditions for allotment of residences; and
- (d) consider and decide all other matters relating to the University residences as may be referred to it from time to time by the University authorities.

6.4 **APPEAL**

An appeal against a decision of the House Allotment Committee shall lie with the Vice-Chancellor. Such an appeal shall be submitted within seven days after confirmation of minutes by the House Allotment Committee members under intimation to the Estate Branch.

7. **ALLOTMENT OF RESIDENCES**

- 7.1 A residence, on falling vacant or becoming available for occupation, shall be allotted to an employee having the earliest priority date for that type of residence out of the priority date for that type of residence out of the priority list for that year.
- 7.2 No residence of higher type than he is entitled to shall be allotted to an employee.

Provided that if his request for the next lower type than his entitlement is received, he may be considered for the same according to his date of priority for that next lower type.

Provided further that if his name does not figure in the priority list for the next lower type, his date of priority shall be deemed to be the same as for the type of residence to which he is entitled.

- 7.3 An employee, who is on approved leave and is out of station may authorize a member of his family or another employee whose name shall be communicated to the Estate Branch to accept the allotment on his behalf as per rules, provided always that on rejoining duty after leave, he will complete all the formalities.
- 7.4 The reservation of Types Zero, I, II, III, IV and transit houses for SC/ST and handicapped employees shall be to the same extent and on the same basis as in the Govt. of India

EXPLANATION:

- (1) In the case of Type – IV houses the Roster for allotment in the ratio of 1:3 between the non-teaching and teaching staff shall be maintained separately for reservation and allotment will be made to SC/ST and handicapped employees out of their respective category quota.
- (2) Where a Zero type or transit house is allotted to an SC/ST and handicapped employee on the basis of his seniority or under reservation, he will not be debarred for higher type of accommodation of his entitlement under the reservation quota.

Provided the house allotted on reservation quota thus vacated by SC/ST employee shall be allotted to SC/ST employee.

8. **OUT-OF TURN ALLOTMENT**

- 8.1 The following essential categories shall be entitled to out-of-turn allotment subject to availability of residences:

<u>S.No.</u>	<u>Essential Category</u>	<u>Entitlement</u>	<u>No. of Quarters</u>
1.	Rector	Type V/VI	1
2	Registrar		1
3	Finance Officer		1
4	Librarian		1
5	Coordinator (Evaluation)		1
6	Chief Project Engineer/University Engineer		1
7	Senior Security Officer/ Security Officer	Type III/IV	1
8	P. S./Secy. To Vice-Chancellor		1

9	Chief Medical Officer/Medical Officer	}	1
10	Veterinary Officer	}	1
11	Staff Nurse	Type II/III	1
12	Drivers	Type I/II	2/3 rd of posts
13	Khalasi (water supply)	Type Zero/I	1

8.2 The priority accommodation shall be given so long as the person holds, the essential post on the basis of which he was allotted accommodation. The priority accommodation will have to be surrendered as soon as a house of his entitlement is offered to him and in no circumstances shall be allowed to retain the house allotted to him under essential category.

8.3 The Vice-Chancellor may, at his discretion, allot upto 10% of total available residences at any time in all types to the employees, both teaching and non-teaching.

8.4 (1) In the event of retirement of a University employee who is an allottee of a residence, his son, unmarried daughter or wife or husband, as the case may be, may be considered for allotment of a residence on the merits of each case:

Provided that the said relation is a University employee eligible for allotment of residence and had been continuously residing with the retiring employee for at least three years immediately preceding the date of his retirement;

Provided further that this concession will not be applicable in cases where the retiring employee or any member of his family owns a house in Delhi/New Delhi or in its periphery.

(2) The relation eligible for allotment of residence under the preceding sub-rule will be allotted residence one type below his own entitlement and in no case a higher type of residence than the one in occupation of the retiring employee.

8.5 If an employee fails to accept the allotment of a residence within 5 days from the date of receipt of letter or fails to take over possession within 10 days from the date of acceptance the offer stands cancelled and he will not be eligible for another allotment of that type for a period of one year from the date of issue of the offer and the employee shall be liable to pay licence fee in terms of rule 11.2.

9. DELETED

10. PERIOD FOR WHICH ALLOTMENT SUBSISTS AND THE CONCESSIONAL PERIOD FOR FURTHER RETENTION.

10.1 An allotment of residence ordinarily shall continue in force until the employee ceases to be in University service. It shall however be competent for the Vice-Chancellor to cancel the allotment if the employee breaches any of the terms and conditions of allotment of these rules or for any other sufficient reason.

10.2 Allotment of a residence shall come to an end automatically on the happening of any of the following events mentioned in Col. 1 below. The employee or his legal representatives, as the case may be, on their written request may be allowed grace period mentioned against each event in col.2 below, to vacate the premises. The grace period will not confer any right on the allottee/legal representatives as the case may be:

<u>EVENT</u>	<u>Grace period allowed to vacate the premises</u>
i. Dismissal, removal or termination of service, cancellation of allotment or unauthorized absence which results in break in service	One month
ii. Resignation or repatriation to the parent department	Three months
iii. Retirement after: (1) Superannuation (2) Reemployment	Four months Four months
iv. Death of allottee	One year
v. Leave (including leave preparatory to retirement refused leave, study leave, sabbatical leave, leave on medical grounds, and extraordinary leave)	For a maximum period of three years of duly sanctioned leave/deputation.
vi. Lien	Two years
vii. Deputation/contract/EOL to accept an assignment	For the duration of deputation contract/assignment

Note: The cases where the employees are on deputation on projects/schemes within the University shall be decided by the Vice-Chancellor on the merits of each case.

- 10.3 Re-employed employees will be allowed to retain the accommodation allotted to them. They will not be entitled for allotment of higher type of accommodation during re-employment.
- 10.4 Any employee retaining the accommodation beyond the permissible limit prescribed in Rule 10.2 will be charged penal rent equal to double the market rent unless he has sought and obtained prior approval of the competent authority. In exceptional circumstances, the Vice-Chancellor on the recommendations of H.A.C. may permit retention of the accommodation for a period not exceeding 4 months beyond the permissible limit prescribed in Rule 10.2 on normal licence fee.
- 10.5 Notwithstanding anything contained in sub-rule 10.2 when an employee is dismissed or removed from service or when his services have been terminated and the University is satisfied and it is necessary or expedient in the interest of the University to do so, the University may cancel the allotment of the residence made to such employee either forthwith or with effect from such date prior to the expiry of the period of one month referred to item (i) of the table above of sub-rule 10.2.

11. **PROVISIONS RELATING TO LICENCE FEE**

- 11.1 Where an allotment of residence has been accepted, the liability for licence fee shall commence from the date of its occupation or the fifth date from the date of receipt of the allotment letter, whichever is earlier.
- 11.2 An employee who after acceptance of the residence fails to occupy the same, he will be liable to pay licence fee from the fifth date of the receipt of the allotment letter upto a period of ten days, whereafter the allotment shall automatically stand cancelled in terms of Rule 8.5.
- 11.3 Nothing contained in this rule shall apply where the University Engineer certifies that the residence was not ready for occupation and as a result thereof the employee could not occupy the same within the period aforesaid.
- 11.4 Where an employee, who is in occupation of a residence is allotted another residence and he occupies the new residence, the allotment of the former residence shall be deemed to be cancelled from the date of occupation of new residence. He may however retain the former residence without payment of licence fee for that day and the subsequent day for shifting. If any employee fails to hand over the possession of former residence after the tenth day of the acceptance of the offer of allotment, penal rent at the rate of double the market rent will be charged for the former residence upto a maximum period of ten days, whereafter the allotment of both the houses will stand cancelled.

12. **PERSONAL LIABILITY OF THE EMPLOYEE FOR PAYMENT OF LICENCE FEE TILL THE RESIDENCE IS VACATED AND FURNISHING OF SURETY BY TEMPORARY EMPLOYEES**

12.1 The employee who has been allotted a residence shall be personally liable for the payment of licence fee, water, electricity, conservancy and other common charges like staircase light, if any and for any damage beyond normal wear and tear caused thereto or to the furniture, fixtures or fittings provided therein by University during the period for which the residence remains allotted to him, or where the allotment has been cancelled under any of the provisions in these Rules, until the residence alongwith the out-houses appurtenant thereto has been vacated and full vacant possession thereof has been restored to the University.

12.2 Where the employee to whom a residence has been allotted is not a permanent employee, he shall execute a surety bond in the form prescribed in this behalf by the University with a surety who shall be a permanent University employee for due payment of licence fee and other charges due from him in respect of such residence.

12.3 If the surety ceases to be in University service or becomes insolvent or ceases to be available for any other reasons, the employee shall furnish the fresh bond executed by another surety within thirty days of such event of fact, and if he fails to do so, the allotment of residence to him shall unless otherwise decided by the University, be deemed to have been cancelled with effect from the date of that event.

13. **SURRENDER OF AN ALLOTMENT AND PERIOD OF NOTICE**

An employee may at any time surrender a residence by giving intimation so as to reach the University at least ten days before the date of its vacation. The allotment of residence shall be deemed to be cancelled with effect from the eleventh day after the date on which the letter is received by the University on the date specified in the letter, whichever is later. If the employee fails to give the notice he shall be responsible for payment of licence fee for ten days or the number of days by which the notice given by him falls short of ten days, provided that the University may accept a notice for a shorter period.

14. **CHANGE OF RESIDENCE**

14.1 An employee, to whom a residence has been allotted and is in actual occupation of it under these rules, may apply for change to another residence of same type giving his preference for change. Such change shall, however, be governed in terms of Rule 7.1.

Provided that not more than one change be allowed in respect of one type of residence.

Provided further that the preference once exercised shall not be changed during that allotment year.

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

14.3 An employee, who after accepting a change of residence, fails to take possession of the same, shall be charged licence fee for such residence in accordance with the provisions of Rule 11.2 in addition to the normal licence fee for the residence already in his possession, the allotment of which shall continue to subsist.

15. **MUTUAL EXCHANGE OF RESIDENCE**

Employees to whom residence of the same type has been allotted may apply for permission to mutually exchange their residence and permission for such exchange may be granted by the House Allotment Committee after due consideration of various circumstances and if both the employees reside in their mutually exchanged residence for at least six months from the date of approval of such exchange. This exchange will be treated as change in terms of Rule 14.

16. **MAINTENANCE OF RESIDENCE**

16.1 The employee to whom a residence has been allotted shall:

- (a) maintain it to the satisfaction of the University;
- (b) keep it in such a manner that it does not become public nuisance;
- (c) not carry out any structural changes;
- (d) not grow any tree shrubs or plants contrary to the instructions issued by the University nor cut or chop off any existing tree or shrub in any garden, courtyard or compound attached to the residence save with the prior permission in writing of the University; and tree, plantation or vegetation grown in contravention of this rule may be caused to be removed by the University at the risk and cost of the employee concerned;
- (e) not use the premises for any purpose other than residence;
- (f) not use the premises against any rules or bylaws of MCD, DDA or any other local authority whatsoever; and
- (g) not make any additions or alternations in the premises allotted.

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

17. **SUBLETTING AND SHARING OF RESIDENCE**

- 17.1 No employee shall share/sublet the residence (including outhouses and garages) allotted to him except with the prior written permission of the University and on such conditions as may be stipulated by it:

Provided that the sharing shall be permissible only with the University employees after obtaining permission. However, no sharing is permissible in Single Room Units/Transit accommodation.

- 17.2 If the allottee is using the outhouses for the residence of his servant then he will furnish the particulars of the servants allowed to occupy the outhouses to the Estate Branch and Security Officer of the University.
- 17.3 No employee shall sublet the whole of his residence, provided that an employee proceeding on leave may accommodate, in the residence any other employee eligible to share University accommodation, as a caretaker for the period specified in Rule 10.2
- 17.4 The allotment of a residence of an employee shall be cancelled if he sublets or shares the accommodation with another employee without obtaining prior permission of the University.
- 17.5 Notwithstanding any other provision herein contained, the liability to pay licence fee and other charges shall be that of the allottee.

18. **CONSEQUENCES OF BREACH OF RULES AND CONDITIONS**

- 18.1 If any employee to whom a residence has been allotted, unauthorizedly sublets the residence or charges rent from the sharer at a rate which the University considers excessive or makes any unauthorized addition or alteration in any part of the residence or uses the residence or any portion thereof for any purpose other than residence or tampers with the electric or water connection or commits any other breach of the rules in this regard or of the terms and conditions of the allotment or uses the residence or premises to be used for any purpose which the University considers to be improper or conducts himself in a manner which in the opinion of the University is prejudicial to the maintenance of harmonious relations with his neighbours or has knowingly furnished incorrect information in any application or written statement with a view to securing the allotment/change, the University may, without prejudice to any other disciplinary action that may be taken against him, cancel the allotment of the residence.

- 18.2 If an employee who has been allotted a residence is found, in contravention of these rules, to have shared or sublet the entire residence or any portion thereof, or any of the out houses, garages appurtenant thereto, his allotment will be treated as cancelled and he would be required to vacate the residence within one month of its cancellation. The employee or person staying on thereafter would be treated as unauthorized occupant. Without prejudice to any other action that may be taken against such an employee, he shall be charged from the date of cancellation of allotment market rent for 2 months from the date of cancellation of allotment and twice the market rent subsequently. If the unauthorized sharing/subletting is not brought to an end or the residence is not vacated at the end of two months from the date of cancellation, the defaulting employee may also be debarred from sharing a residence with another employee of the University for a period of one year and will also be liable to be proceeded against under the provisions of Public Premises (Eviction of Unauthorized Occupants) Act 1971.
- 18.3 Any outside person staying with the employee unauthorizedly shall be treated as trespasser and appropriate action will be taken against him by the University apart from taking disciplinary action against the employee, besides canceling the allotment in terms of these rules.
- 18.4 Where the allotment of residence of an employee is cancelled for his conduct prejudicial to the maintenance of harmonious relations with neighbours, he may, at the discretion of University, be allotted another residence of the same type at any other place and this will be treated as a change under Rule 14.
- 18.5 The University may take all or any of the action under sub-rule 18.1 and 18.2 of this rule and also declare the employee who commits a breach of the rules and instructions issued to him, to be ineligible for allotment of a residence for period of five years.

19. **INVENTORY OF RESIDENCE**

The employee who has been allotted a residence shall sign an inventory of fixtures and fittings at the time of taking over the residence and shall ensure its proper handing over to the University at the time of his vacation.

20. **CONTINUANCE OF ALLOTMENT MADE PRIOR TO THE ISSUE OF THESE RULES**

Any residence which was allotted under the rule then in force, i.e. before the commencement these Rules, shall be deemed to have been allotted under these Rules notwithstanding the fact that the employee to whom it had been allotted was not entitled to a residence of that type and all the preceding provisions of these Rules shall apply in relation to that residence and that employee accordingly.

21. **INTERPRETATION OF RULES**

If any question regarding the interpretation of these Rules arises, it will be decided by the Vice-Chancellor keeping in view the recommendations of the House Allotment Committee, if any.

Provided further that wherever rules for allotment of residences of the University are silent on any subject, the Vice-Chancellor shall finally decide on the matter, after taking into account all relevant factors. The Vice-Chancellor may also bring any matter in this regard to the Executive Council if he considers it necessary.