

NATIONAL INSTITUTE OF TECHNOLOGY
(Institution of National Importance)
KURUKSHETRA-136119
HOUSE ALLOTMENT RULES

APPLICABILITY	Clause-1	These Rules shall govern the allotment of houses to the employees of the Institute.
DEFINITIONS	Clause-2	<p>In these Rules unless the context otherwise requires:-</p> <ol style="list-style-type: none">i) “INSTITUTE” means the National Institute of Technology, Kurukshetra.ii) “DIRECTOR” means the Director of the Institute.iii) “EMPLOYEE” means an employee of NIT, Kurukshetra.iv) “HOUSE” means a Residential house of NIT, Kurukshetra.v) “ALLOTTEE” means an employee to whom a house has been allotted.vi) “FAMILY” means the spouse, children, parents, brothers & sisters dependent on, and residing with the allottee.vii) “SENIORITY” means seniority of an employee for the purpose of allotment of a house as decided under these rules.viii) “PAY” means the sum of Basic Pay and Grade Pay in Pay Band (PB) of an allottee.ix) “LICENCE FEE” means the amount payable by the allottee as licence fee for a house allotted to him/her under these rules exclusive of fan, water, electricity and other charges.x) “PENAL RENT” means the licence fee charged from an unauthorized occupant as per Clause-19.
ELIGIBILITY	Clause-3	<p>An employee’s eligibility for allotment of a category of house shall be as approved by the Board of Governors of the Institute from time to time. The Institute residences shall be allotted on license fee only. Following categories of staff shall be eligible for allotment of Institute residences:</p> <ol style="list-style-type: none">a) Regular/ Temporary/ Re-employed/ Contract Staff in a grade pay of the Institute.b) Visiting faculty/ Scientist.c) Emeritus Fellows/ Emeritus Scientists/ Emeritus Professors & Post Doctoral Fellow.d) Staff on Deputation.e) Persons eligible under terms & conditions of the MoU with the Institute. <p>Schedule-I (A) & (B) gives the eligibility as approved by the Board of Governors.</p>

**SENIORITY
CRITERIA**

Clause-4

- I) The allotment will be made in order of seniority.
- II) For the purpose of allotment of a house of any type in a category, seniority amongst all eligible employees shall be in accordance with the date when an employee becomes eligible as per the rules in force for that category of houses.

The seniority amongst teachers shall be determined in accordance with the provisions of Inter Departmental Seniority Rules as approved by the Board of Governors in its meeting held on 29.6.1990 which are as given below:

- a) By the length of continuous service, whether permanent/ temporary against regular vacant posts, or temporary against a leave vacancy.
- b) In case of Group-A employees (including faculty) joining on the same date, their inter-se-seniority shall be determined as under:
 - i) In case of a tie between an internal teacher and an external teacher by the amount of pay, the teacher recommended with a higher pay shall have precedence over the teacher selected with lower pay and where the pay also is the same the internal teacher shall be senior.
 - ii) In case of a tie between two external teachers, the seniority shall be determined by pay and in case of same pay by age – the elder being senior.
 - iii) In case of a tie between two internal teachers by length of service in the immediate lower teaching posts. Where this length of service is also the same, seniority between them shall be determined by age - the elder teacher taking precedence over the younger teacher.
 - iv) If the category of the house to which a teacher is entitled is not available, he is considered eligible for allotment of a house of lower category. For such allotment a teaching staff member holding higher post shall be allotted a lower category of house provided he/ she joined the said higher post before other employees eligible for that category of house. However, for the allotment of DBU type houses, a teaching staff member holding higher post shall be considered senior to all other employees holding lower post.
 - v) In case of Group-B & C employees, the seniority of an employee for the purpose of house allotment shall be decided on the basis of total length of service in the category to which the quarter belongs, plus a credit of ¼th of the

length of service in the previous lower category subject to a maximum of 3 years. This criteria for deciding seniority shall be applicable in case of such employees who are promoted/upgraded due to revision of pay scales or otherwise from time to time and if there is a tie between two or more eligible employees for the allotment of a house. However, if the tie still remains undecided- the senior between them shall be determined by age – the elder being senior to the younger.

A list of all eligible employees according to seniority shall be maintained, as per house allotment rules, by the Executive Engineer/ Assistant Engineer (Civil) and the list is to be reviewed from time to time (January/July).

Clause-5 An employee shall maintain his/her seniority in the category of houses to which he/she is eligible for further allotment whether he/she accepts allotment of a lower category house under Clause-4IIb(iv) or joint allotment under Clause-14 or does not accept under any of these two clauses.

Clause-6 I) If husband and wife both are the employees of the Institute then only one house shall be allotted to them. But this Clause shall not apply where the husband and wife are residing separately in pursuance of an order of judicial separation made by a Court.

Clause-7 If two allottees marry each other, they shall surrender one of the two houses within one month of the marriage failing which allotment of the lower type of house shall be deemed to have been cancelled on expiry of the aforesaid period of one month and where both the houses are of the same type the allotment of one of these houses shall be deemed to have been cancelled.

PRIORITY

Clause-8 The following categories of staff shall constitute the “essential class” and their presence on the institute campus shall be ensured by allotting them residential accommodation on priority basis as per entitlement:

Faculty

Chair Professors/ Adjunct Faculty/ Visiting Faculty/ Visiting Scientist/ Industrial Experts and similar other positions.

Non-Faculty

1. Registrar/ Deputy Registrar/ Assistant Registrar
2. Librarian/ Library Assistant
3. Senior Medical Officer/ Medical Officer/ Para Medical Staff (on the recommendation of SMO)
4. Executive Engineer/ Assistant Engineer/ Junior Engineer
5. Security related officers
6. Senior Secretary/ Secretary to Director
7. Work Assistant (Pump Drivers/ Plumbing/ Electrical)
8. Vehicle Drivers
9. Attendant (Sewer men)

DBU type houses can be allotted on priority basis to employees of Group-A (including faculty) and the respective eligible category of houses can be allotted on priority basis to employees of Group B & C listed as above.

However, these employees shall maintain their seniority for the allotment of eligible category of houses as per Clause-4.

If any other category of staff is to be included in essential services in future, the approval of the Board of Governors be obtained for the same.

HOUSE ALLOTMENT COMMITTEE

Clause-9

The powers to allot the houses under these rules shall vest with the Director. However, the Director may appoint House Allotment Committees (HAC) separately for Teaching and Non-Teaching employees to advise him on all matters relating to the allotment of houses and also delegate to such committees or an Officer of the Institute any of the powers and functions conferred on him under these Rules subject to such conditions as he/she may deem fit. These Committees may comprise of:-

Teaching

1. Professor nominated by Director as Chairman.
2. One Associate Professor by rotation in order of seniority acting as Member.
3. One Asstt. Professor by rotation in order of seniority acting as Member.
4. A representative of the Teaching Association.
5. Executive Engineer/ Assistant Engineer (Civil) acting as Member-Secretary.

Non-Teaching

1. Registrar, Chairman
2. One Non-Teaching technical Staff member by rotation in order of seniority.
3. One Non-teaching ministerial staff member by rotation in order of seniority.
4. A representative of Non-Teaching Association.
5. Executive Engineer/ Assistant Engineer (Civil) acting as Member-Secretary

The Committee shall have tenure of two years. The Executive Engineer/ Assistant Engineer (Civil) will implement the decisions of the Committee on approval by the Director.

ALLOTMENT

Clause-10

The Executive Engineer/ Assistant Engineer (Civil)/JE(Civil) will inspect each vacant residence and will also arrange necessary repairs and white washing etc. He will also certify that the vacant residence is safe and livable and will inform the Chairman HAC that the House is available for allotment.

The applications shall be screened and a seniority list shall be prepared for the various residences and displayed on the Institute website as well as in the office of the Estate section for scrutiny by all concerned persons who may point out discrepancies, if any.

An allotment order shall be issued by the Executive Engineer/ Assistant Engineer (Civil) to each allottee. An allotment once made, shall not ordinarily be disturbed.

Clause-11

An allotment shall be effective from the date the house is occupied by the allottee and shall continue until:

(i) It is cancelled or is deemed to have been cancelled under these Rules.

OR

(ii) It is surrendered by the allottee.

Clause-12

If an employee is allotted a house in response to his/ her application for the same, he/ she shall intimate the acceptance of the allotment, in writing, to the Executive Engineer/ Assistant Engineer (Civil) within ten days from the date of the allotment letter.

In case he/she fails to accept the allotment within ten days, it shall stand cancelled. Such allottees as above and those who relinquish a house within one month after having accepted it, shall not be entitled to House Rent Allowance for a period of six months and will not be entitled for house allotment for a period of two years.

The Executive Engineer/ Assistant Engineer (Civil) may anticipate the house likely to be vacated and should notify the same for allotment at least 10 days prior to the date it is likely to be vacated so that the time in the occupation of the house is not wasted.

RE-ALLOTMENT WITHIN SAME CATEGORY OF HOUSE	Clause-13	Re-allotment within the same type of Houses may be allowed in special circumstances.
JOINT ALLOTMENT	Clause-14	As a temporary measure in order to meet the shortage in residential accommodation, an employee may be allotted a house jointly with one or more other employees or an employee may if he/she so chooses to share the house allotted to him/her with one or more other employees of his/her own choice in which case such employees shall be deemed to be joint allottees and the licence fee chargeable from each such allottee shall be shared equally. Such joint allottees shall not be entitled to any House Rent Allowance and they shall maintain their seniority in the category of houses to which they are eligible for further allotment.
FITNESS FOR OCCUPATION	Clause-15	The Executive Engineer/ Assistant Engineer (Civil) of the Institute shall certify after proper verification that the house to be allotted to an allottee is fit for occupation.
OCCUPATION	Clause-16	An allottee shall occupy the house allotted to him/her and hand over the previously occupied house, if any, within 30 days from the date of issue of the allotment order for the new house or from the date of issue of the notice to him/her that the house is fit for occupation, whichever is later, failing which the allottee shall be charged license fee for the house at the rate of 20% of his/her pay.
FITTINGS & FIXTURES	Clause-17	On occupation/ vacation of a house, the occupant shall be required to sign an Inventory of the Fittings and Fixtures in the house.

ALLOTMENTS PRIOR TO THESE RULES	Clause-18	All allotments of houses made before the commencement of these rules shall deem to have been duly made under these Rules. However, if any conditional allotment was made earlier, such allotment shall continue to be governed by the conditions laid down in the allotment order.
CANCELLATION OF ALLOTMENT	Clause-19	<p>If after the cancellation of an allotment order (under any of the house allotment rules) the house is not vacated within the stipulated period, the occupant shall be deemed to be an unauthorized occupant. If a house remains in unauthorized occupation of an employee, penal rent for the house at the following rates per month, alongwith water charges, electricity charges and other charges shall be charged for the period of unauthorized occupation without prejudice to any other action that may be taken against the employee.</p> <p>Penal Rent for unauthorized occupation:</p> <ul style="list-style-type: none"> i) Up to three months– 20% of pay. ii) For next three months- 30% of pay. iii) For next six months- 40% of pay. iv) Thereafter till the vacation of house -50% of pay (last pay drawn in the case of retirees) and eviction proceedings to be started and completed within a period of one month”.
TEMPORARY ALLOTMENT	Clause-20	An employee may be permitted temporary allotment of any vacant house for a period not exceeding ten days for ceremonial or religious purposes on payment @ normal/ceiling licence fee of that house.
LICENCE FEE AND WATER CHARGES	Clause-21	An allottee shall pay licence fee and water charges regularly, at the rates fixed by the Institute from time to time which shall be deducted by the Account Section of the Institute from the salary of the allottee.
LICENCE FEE CHARGEABLE FROM ALLOTTEE UNDER SUSPENSION	Clause-22	An allottee who has been placed under suspension shall be charged licence fee at the rate prescribed by the Institute.

RETENTION OF HOUSE DURING LEAVE

Clause-23

An allottee on Study Leave, Industrial Training, QIP Leave, Deputation, Extraordinary Leave, or Sabbatical Leave may be permitted to retain his/her house up to the following periods from the commencement of his/her leave/deputation and on payment of normal licence fee:

- (a) If the employee proceeds on Industrial Training/Sabbatical Leave.....maximum 1 year.
- (b) If the employee proceeds on Study /QIP Leave.
In India/Abroad.....maximum 3 years
- (c) If the employee proceeds on Deputation/ EOL/ Lien..... 2 years or period of Deputation/ EOL/ Lien whichever is less.

SUBLETTING

Clause-24

Subletting of a house or a portion thereof is not permitted under any circumstances.

Clause-25

If an allottee sublets a house or any portion thereof, then without prejudice to any other action that may be taken against the allottee, the allotment of the house shall be cancelled and the allottee shall be debarred from any allotment of house.

NOTICE FOR VACATING HOUSE - VACATION REPORT

Clause-26

An allottee shall give notice of his vacating the house on leaving the Institute in writing to the Executive Engineer/ Assistant Engineer (Civil) of the Institute at least ten days in advance. If he/she fails to do so, the allottee shall be responsible for payment of licence fee for the number of days by which the notice given falls short of 10 days. An allottee shall submit vacation report to the Executive Engineer/ Assistant Engineer (Civil) of the Institute which shall be acknowledged on the same date.

Clause-27

If an allottee dies while in service, his/her family may be permitted to retain the house for six months from the date of his/her death, free of rent. In hard and exceptional circumstances the Director may allow to retain the house for a period of another six months on normal licence fee.

In the event of appointment of the ward of the deceased on compassionate ground, the ward so appointed will be allotted a house as per his/her entitlement on priority basis. The house of the deceased employee can be retained by the ward of the deceased on normal licence fee till the new house is allotted to him/her.

RETIREMENT**Clause-28**

If an allottee retires from the services of the Institute, he/she may be permitted to retain the house for a period of three months. However, in hard and exceptional circumstances the Director may allow extension upto a period of another three months on normal licence fee.

In case, a faculty member of the Institute rejoins as Emeritus Fellows/ Emeritus Scientist/ Emeritus Professor or re-employed immediately after retirement, he/she will continue to occupy the same house as before on normal license fee. In such cases, the allottee shall be permitted to retain the house for an additional period of 15 days beyond permitted period on normal license fee for vacation of house, if there is no time gap between the last day of such employment and permitted period.

After the expiry of the permitted period, the allotment shall be deemed cancelled and the house shall be under unauthorized occupation of the retired employee. Penal Rent for unauthorized occupation will be charged as per Clause-19.

**TERMINATION
OR
RESIGNATION****Clause-29**

If any allottee's service with the Institute is terminated or if he/ she resigns from the services of the Institute, he/ she may be permitted to retain the house for three months after the date of his/ her relieving from the Institute on payment of normal licence fee and water, electricity and other charges, otherwise penal rent for unauthorized occupation will be charged as per Clause-19.

PROPER USE**Clause-30**

An allottee shall use the house strictly for the purpose of residing of self and his/ her family, and shall maintain the house and the compound in a clean and hygienic condition.

Clause-31

An allottee shall not be permitted cutting of trees planted in the compound of the house or plantation therein without the consent of the Executive Engineer/ Assistant Engineer (Civil).

Clause-32

An allottee shall ensure that no water is wasted by leakage in the water supply fittings or by careless or extravagant use of the same. He/she would report to the Institute any damage to or defect in the buildings, water supply, sanitary installations and leakage of electricity etc. in the house for necessary repairs.

ADDITIONS & ALTERATIONS TO BUILDINGS ETC.	Clause-33	An allottee shall not make any addition or alteration to the building, or make any unauthorized construction or temper with fittings or electrical installations or make extensions to the electric or water supply lines and sanitary fittings or other fixtures in the residence without the specific permission of the Director.
CATTLE AND PET ANIMALS	Clause-34	No cattle, poultry etc. shall be kept in the house or in its compound. Care should be taken to ensure that pet animals do not cause any inconvenience to others.
INFLAMMABLE MATERIALS	Clause-35	No inflammable material in bulk should be stored in the houses or in their compounds.
DAMAGES/THEFT	Clause-36	An allottee shall be personally responsible for any damage beyond normal wear and tear of the fixtures, sanitary fittings, electrical installations, furniture, fencing etc. provided in the house or theft of any of these items during the period of his/her occupation of the house.
MAINTENANCE	Clause-37	An allottee shall allow the maintenance staff of the Institute or the workers of authorized Contractors to have access to the house at all reasonable hours to inspect the building, water, sanitary or electrical installations and fixtures and furniture to carry out such repairs etc. In all such cases the Institute will as far as possible arrange to send prior intimation to the allottee.
INFECTIOUS DISEASE	Clause-38	Incidence of any infectious disease to him/her and any of his family members shall be reported by the allottee to the Medical Officer of the Institute immediately and all precautions shall be taken to prevent spreading of the infection.
BREACH OF RULES	Clause-39	If an allottee commits any breach of these rules or the terms & conditions of the allotment or uses the house or permits it to be used for the purpose other than what is stated under Clause-30 or conducts himself/herself in a manner which in the opinion of the Director is pre-judicial to the maintenance of harmonious relations with the allottee's neighbours or peace on the campus or if it is found that the allottee has knowingly furnished incorrect information in any application or written statement with a view to securing his allotment, the Director may without prejudice to any other disciplinary action that may be taken against the allottee :-

- a) Cancel the allotment of house.
- b) Declare the employee ineligible for any fresh allotment of a house for a period ranging from one year to three years.
- c) Declare the employee ineligible for House Rent Allowance up to six months and
- d) An employee violating the House Allotment Rules will be liable to conduct and disciplinary rules of the Institute.

**NOISE
POLLUTION**

Clause-40

The allottee shall not cause noise pollution in the campus. Use of Loud Speakers between 10.00pm to 6.00am is prohibited.

RESERVATION

Clause-41

The Director may, if he deems it necessary, reserve or set aside a particular house or a set of houses for any specific purpose.

HARDSHIP

Clause-42

Hardship may be caused to an employee due to serious medical grounds such as severe tuberculosis, heart ailments; and serious physical disabilities etc. Such an employee can apply to the Director for the allotment of a house for which he/ she is entitled by relaxing HA Rules.

Further, in general if the Director is satisfied that the operation of any of these rules may cause undue hardship in particular case he/she may dispense with or relax the Rule(s) to such an extent and in such a manner as he/she may consider necessary.

INTERPRETATION

Clause-43

On any question of interpretation of these Rules, the decision of the Director shall be final and binding.

SCHEDULE- I (A)

Teachers and Officers Houses (Group A)

S.No.	Post(s)	Category of house	Type of house	Plinth Area (Sq. Ft.)	No. of Houses
1.	Director	A	A	2250+Office(GF) 1098 (FF)	1
2.	Professors and Officers of equivalent cadre.	B	BT	2250 + Parking (stilt Floor)	20
			BA	2250	6
			BB(SS)*	1820	8
			BB(DS)#	1700 + Garage	8
			BC	1660 + Garage	6
3.	Associate Professors, Asst. Professors and Officers of equivalent cadre.	C, D, AD	CT	1800 + Parking (stilt Floor)	20
			CA	1550 + Garage	13
			CB(SS)*AD(A)	1380/1394	8
			CB(DS)#	1400 + Garage	5
			CC	1300	12
			DA/AD(B)	1020	17
			DBL	922	34
			DBU	922	34
4.	Pool Officers, Research Associates/Research Fellows against research projects and Research Scholars.	D	DBU	922	-
5.	All mentioned against Sr. No. 3 & 4 above and married M.Tech. students.	TF	TF	375	24

TOTAL: 192+24=216

*SS = Single storey, #DS= Double storey

- Note:
- (i) BT, BA, BB(SS), BB(DS) & BC types are in descending order.
 - (ii) CT, CA, CB(SS)/AD(A), CB(DS), CC, DA/AD(B), DBL and DBU types are in descending order.

SCHEDULE- I (B)

Non-Teaching Employees Houses (Group B & C)

S.No.	Eligible Class	Category of houses	Type of houses	Plinth Area (Sq. Ft.)	No. of Houses
1.	Group B: <u>Technical Staff:</u> SAS Asstt. SG-I, Tech. Asstt. SG-I, Lib. & Info. Asstt. SG-I, SAS Asstt. SG-II, Tech. Asstt. SG-II, Lib. & Info. Asstt. SG-II, Asstt. Engr. SG-II (Civil), Sr. SAS Asstt., Sr. Tech. Asstt., Sr. Lib. & Info. Asstt., Asstt. Engineer and Staff of equivalent cadre. <u>Ministerial Staff:</u> Superintendent SG-I, Accountant SG-I, Secretary SG-I, Superintendent SG-II, Accountant SG-II, Secretary SG-II, Sr. Superintendent, Sr. Accountant, Sr. Secretary and Staff of equivalent cadre.	E	EL EU	840 840	12 12
		2.	Group B: <u>Technical Staff:</u> SAS Asstt., Tech. Asstt., Lib. & Info. Asstt., Junior Engineer, Technician SG-I, Lib. Assistant SG-I and Staff of equivalent cadre. <u>Ministerial Staff:</u> Superintendent, Accountant, Secretary, Steno SG-I, Steno SG-II, Assistant SG-I and Staff of equivalent cadre. Group C: <u>Technical Staff:</u> Technician SG-II, Lib. Asstt. SG-II, Work Asstt. SG-II, Sr. Technician, Sr. Lib. Asstt., Sr. Work Asstt., Technician, Lib. Asstt. and Staff of equivalent cadre. <u>Ministerial Staff:</u> Sr. Steno, Asstt. SG-II, Steno, Sr. Asstt., Junior Asstt. and Staff of equivalent cadre. <u>Supporting Staff:</u> Attendant/Security Guard/Mali/Caretaker SG-I, Attendant/Security Guard/Mali/Caretaker SG-II, Sr. Attendant/Sr. Security Guard/Sr. Mali/Sr. Caretaker and Staff of equivalent cadre. For para-medical staff of equivalent cadre	F MF	FL FU MFL
3.	Group C: <u>Supporting Staff:</u> Attendant/Security Guard/Mali/Caretaker/MTS and Staff of equivalent cadre. For para-medical staff of equivalent cadre	G	GL GU	450 450	60 30
		MG	MGL	450	2

TOTAL: 194

Note:

- (i) EL and EU types are in descending order.
- (ii) FL and FU types are in descending order.
- (iii) GL and GU types are in descending order.

