

Annexure No. 1  
to Item No. 121B.9  
PART : B

(29)

**NATIONAL INSTITUTE OF INDUSTRIAL ENGINEERING  
(NITIE)**



**RULES FOR  
ALLOTMENT OF RESIDENTIAL ACCOMMODATION**

**2006**

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Rules for Allotment of Residential Accommodation

1. Title and scope

- 1.1 These rules shall be called the "Rules for Allotment of Residential Accommodation.
- 1.2 With the coming into force, these rules shall supercede all the earlier rules.
- 1.3 These rules shall come into force with effect from such date as may be notified by the Institute.
- 1.4 These rules shall apply to all employees of the Institute and others mentioned in these rules and cover the residential accommodation within NITIE campus.

2. Definitions

- 2.1 **Allotment** means the grant of license to occupy a residential accommodation in accordance with the provisions of these rules.
- 2.2 **Allottee** means an employee to whom residential accommodation is allotted.
- 2.3 **Board** means the Board of Governors of the Institute.
- 2.4 **Director** means the Director of the Institute.
- 2.5 **Registrar** means the Registrar of the Institute.
- 2.6 **Emoluments** means the emoluments as defined in F.R. 45-C of the Government of India.
- 2.7 **Entitlement** means the highest type of accommodation that an employee is eligible for under Rule 3.3.
- 2.8 **Faculty** means Assistant Professor, Associate Professor, Professor and Visiting Professor.
- 2.9 **Family** means spouse, children, step children, legally adopted children, parents, brothers and sisters who ordinarily reside with and are dependent on the employee.
- 2.10 **F.R.** means Fundamental Rules of the Government of India
- 2.11 **Institute** means the "National Institute of Industrial Engineering, Mumbai"
- 2.12 **License Fee** means the sum of money payable monthly as compensation for occupation of a residential accommodation allotted under these Rules. It includes flat rent license fee fixed by the Board/Director in respect of different types of quarters based on living area as per Govt. of India guidelines.
- 2.13 **Subletting** includes sharing of accommodation by an allottee with another person with or without any payment by such other person, but does not include any sharing of accommodation with close relatives as per Annexure-I and as may be notified by the Institute from time to time and with casual guests visiting the allottee.

2.14 **Type** in relation to an employee means the type of accommodation to which an employee is eligible under Rule 3.3

### 3. Seniority, Eligibility, Basis and Procedure of Allotment

#### 3.1 Seniority

- 3.1.1 Allotment of a particular accommodation to an employee will be made on the basis of a seniority list of those who may be interested in being allotted this accommodation (and those whose names are included in it under the provisions of rule) and are eligible for it (subject to restrictions under rules 4.1.6). The precedence in the list will be determined by the seniority date of an employee which is the earliest date from which he/she became eligible for the type of accommodation in question and has continued to remain eligible, excepting for temporary disqualification under rule 4.1.6.
- 3.1.2 *Inter se seniority*. For the purpose of fresh allotment to all types of quarters the seniority date will be determined either by (3.1.1) or by the following procedure and the earlier of the two dates will be the seniority date: an employee who is currently in a pay scale higher than the lowest pay scale which makes one eligible for the quarter in question, will be given an advantage of seniority for every step above which his/her current pay scale is above the lowest pay scale mentioned above. The *inter se seniority* date will be determined by pre-dating the date on which the employee was appointed to the higher scale by the number of years of advantage mentioned above.
- 3.1.3 When the seniority date as determined by (3.1.1) or (3.1.2) happens to be the same for two or more employees, the following conditions will be successively applied until the precedence in the seniority list is determined.
- 3.1.3.1 An employee who would have had an earlier seniority date determined by (3.1.1) alone had the quarter been one step lower than the quarter in question will precede in the list.
- 3.1.3.2 An employee with longer service in the Institute will precede.
- 3.1.3.3 An employee with a higher basic pay on the last day for responding to the exploratory circular for the accommodation in question will precede.
- 3.1.3.4 An employee with an earlier date of birth will precede.

### 3.2 Eligibility

- 3.2.1 An employee will be eligible for allotment of an accommodation of his/her entitlement, and also for an accommodation which is one step or two steps lower subject to availability.
- 3.2.2 Notwithstanding the restriction specified in rule 3.2.1, an employee who has been allotted and is physically in occupation of a certain type of quarter will continue to be eligible for allotment of all types of quarters (both by way of change and by upward movement) up to and including the type of quarter to which he/she is entitled.
- 3.2.3 In case where both the husband and the wife are working in the Institute, only one of them shall be eligible for accommodation. In case where two allottees in occupation of separate accommodation allotted under these rules of under corresponding rules previously in force marry each other, they shall, within one month of the marriage, surrender one of the accommodations. If the accommodation is not surrendered, the allotment 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 Director may choose, shall be deemed to have been cancelled on the expiry of such period. This rule will not apply in case of judicial separation.
- 3.2.4 Eligibility for Types of Accommodation is indicated in Table 3.1.

**Table – 3.1 : Eligibility for types of accommodation**

Type of Accommodation	Designation of the Post	Scale of pay
Bungalow/V	Professor	18400-22400
	Associate Professor Registrar <sup>1</sup>	16400-20000
IV	Assistant Professor, Controller of Examinations, Manager-CC	12000-18300 12000-16500
	Library & Information Officer, Institute Engineer, Systems Designer, Sr. Programmer, Dy. Registrar	10000-15200
	Assistant Registrar, Medical Officer	8000-13500
III	Programmer	7450-11500
	Hindi Officer, Secretary to Director, Senior Superintendent, Asstt. Library & Info. Officer, Video Cameraman, Data Processing Asstt. Gr. B	6500-10500
	Superintendent, Sr. Library & Information Asstt., Sr. Translator (Hindi), Data Processing Asstt.-Gr.A, Technical Assistant (Sr).	5500-9000
II	Sr. Stenographer, Assistant, Nurse, Library & Information Asstt.	5000-7000
	Cashier, Hostel Manager, Compounder, <del>Overseer</del> , Data Entry Operator-Gr.B, Technical Assistant, Driver (I)	4500-7000
	Jr. Stenographer, Upper Division Clerk, Telephone Operator cum Receptionist, Mechanic – 'A', Mechanic –'B', Draftsman, Data Entry Operator-Gr. A, Driver (II)	4000-6000
I	Telephone Operator, Library Clerk, Hindi Typist, Lower Division Clerk, Driver, Mechanic-'C', Duplicating Operator, Plumber	3050-4590
	Mistry, Library Attendant, Daftary, Pump Attendant	2650-4000
	Bearer, Peon, Courier, Mali, Hostel Attendant, Sweeper, Attendant, Bus Attendant, Workshop Attendant, Motor Cleaner	2550-3200
Watchman Quarters	Watchman	2550-3200
III – Transit Flats PGP (Married) Accommodation	Earmarked for QIP / Sponsored candidates / Research Scholar/ Direct Scholars / Consultants / Project Staff	

Notes :

- 1) Registrar will be eligible for Type V accommodation (Flat earmarked) irrespective of the basic salary and scale of pay considering the nature of responsibilities attached to the post.
- 2) Visiting Faculty/Tenure Faculty and Institute Faculty on extension may be considered for entitled type of accommodation based on scale of pay/total emoluments or available flats at the discretion of Director.
- 3) The employees placed in higher scale of pay in accordance with ACP Scheme shall continue to be eligible as per the scale attached to the post since ACPs envisages merely placement in the higher pay scale/grant of financial benefits (through financial upgradation) on personal basis and therefore it does not amount to functional/regular promotion, (ref.pp.149, 'Swamy's Compilation on Seniority and Promotion for Central Government Servants.' 2002).

### 3.3 Basis of Allotment

- 3.3.1 For Type V Flats, a common seniority list will be made for all Professors and Associate Professors and priority of allotment of accommodation in these types will be determined on the basis of the seniority list prepared as per 3.1.1.
- 3.3.2 For Type IV flats one out of every three vacancies will be allotted to officers other than faculty.
- 3.3.3 No employee shall be allotted accommodation of a type higher than that for which he/she is eligible under the above rules.
- 3.3.4 No employee shall be compelled to accept an accommodation lower than his eligibility under above rules, provided that employees who are in occupation of accommodation lower than their entitlement may be required to move upward to a quarter of their eligibility.
- 3.3.5 For persons appointed on tenure basis on a prescribed scale of pay/consolidated salary and subsequently appointed to a permanent post, date of seniority will be with reference to the date of initial appointment, provided the entire service is continuous.

### 3.4 Procedure for Allotment

- 3.4.1 An employee desirous of Institute accommodation shall apply to the Institute as and when the vacancy is notified on the Institute's Notice Board.
- 3.4.2 Seniority list of employees who have applied for a fresh allotment and for change of accommodation shall be maintained by the Administration section for each type of quarter.
- 3.4.3 All employees desirous of being considered for the notified quarters by way of fresh allotment or by way of change shall write to the Institute indicating the order of their preference on or before the last date indicated in the notice of vacancy.
- 3.4.4 After the last date for responding to the circular, the Administration Section shall prepare a list of all applicants arranged in order of seniority. In case the employee to whom the quarter is allotted rejects the allotment, the quarter will be allotted to the next person on the list. The list will be kept operative for a period of one month after the first allotment for the operation of waiting list.
- 3.4.5 Upon getting the approval of the Director, the Registrar shall issue a formal letter of allotment (in duplicate) to the concerned employee.
- 3.4.6 The allottee shall return the duplicate copy of the letter of allotment duly signed, indicating his/her acceptance or otherwise, within five working days from the date of receipt of the same and take possession of the

quarter within eight working days from the date of receipt of the letter of allotment on as is where is basis.

### 3.4.7 Reservation of General Pool Residential accommodation to SC/ST Employees

- 3.4.7.1 The percentage of reservation of Accommodation for Scheduled-Caste/Scheduled Tribe employees may be provided at 10% in Types-I & II, 5% in Types-III & IV.
- 3.4.7.2 The Officers should be entitled for allotment in their entitled type and in their turn from the separate waiting list to be maintained for the purpose.
- 3.4.7.3 Vacancies available in the quota reserved for the purpose would be allotted in the ratio of 2:1 to the SC/ST employees respectively. In case, however, there is no SC employee available, the quota reserved would be allotted to ST employee.
- 3.4.7.4 A register for allotment of all clear vacancies may be maintained. In respect of Types-I & II accommodation in the 60-point roster, vacancies at Point Nos. 10, 20, 40 and 50 should be allotted to Scheduled Caste employees and vacancies at Point Nos. 30 and 60 allotted to Scheduled Tribe employees. In respect of Types-III & IV accommodation, the vacancies at Point Nos. 20 and 40 are to be allotted to Scheduled Caste employees and vacancy at Point No.60 is to be allotted to Scheduled Tribe employees.

In addition to the reservation according to the roster, Scheduled Caste/Scheduled Tribe employees are also to be considered for allotment in their turn along with general category employees.

## 4. Condition of Allotment and Rules for Occupancy

### 4.1 General

- 4.1.1 An allottee shall give in writing his/her acceptance of the allotment within five working days from the date of receipt of the letter of allotment, failing which the allotment shall stand cancelled. The Director may condone delay in giving letter of acceptance, which in all cases must be submitted before the allotment is cancelled as per provision of 4.1.3.
- 4.1.2 The allottee, who accepts the allotment shall sign the Agreement (Annexure III) and submit it to the Institute. He/she shall take possession of the allotted accommodation within seven days following the date of receipt of the allotment letter, failing which the allotment shall stand cancelled on the eighth day and he/she shall be charged license fee for a period of twelve days. The Director will be empowered to grant extension of the period of taking possession where the allottee is out of station on official duty, the maximum period of extension being the number of days the employee was out of station during the seven day period mentioned above. Provided that nothing in this rule, except the cancellation of the allotment, shall apply where the Director of his own



motion or on the application of the allottee or on the advice of Estate Office certifies that the accommodation is not fit for occupation and on the basis of such certificate the allottee does not take possession of the accommodation within the aforesaid period.

- 4.1.3 If the allottee is in occupation of an Institute accommodation the same shall be deemed to be cancelled from the date he/she occupies the new accommodation. However, the allottee may retain the former accommodation without payment of license fee on the day he/she occupies the latter accommodation and for the next three days, for the purpose of shifting. If the former accommodation is not vacated and its possession not handed over before 12 noon on the day following these three days, the allottee will be liable to pay damages, for use and occupation of accommodation, equal to four times the rate of flat license fee of the old accommodation, with effect from the date he/she took possession of the new accommodation and the license fee free period will not be applicable.
- 4.1.4 In all the above cases and wherever applicable, if the due date falls on a holiday, the immediate next working day will be the due date for all purpose.
- 4.1.5 If an employee rejects the allotment in writing, or does not communicate his acceptance as provided in rule 4.1.1 or it is deemed cancelled under rule 4.1.3 the allottee shall not be considered for another allotment for one year from the date of allotment. An allottee who takes possession of the new accommodation, but later surrenders the same deciding to keep his/her older accommodation, will also be similarly debarred. In such cases he/she will be charged flat license fee for a period of 12 days (or four times the flat license fee for the period the new accommodation was in his/her possession, whichever is more) for the quarter in question. The Director may waive both the fines and the debarment, if in his opinion the rejection was due to unavoidable circumstances.
- 4.1.6 The allottee, at the time of taking possession of the accommodation, shall note carefully all items, fittings and fixtures in the allotted accommodation and shall sign Occupation Report prepared for the purpose. He/she shall be responsible for damage except that which arises as a result of normal wear and tear.
- 4.1.7 The cost of damage as assessed by the Estate Office and approved by the Director shall be payable by the occupant.
- 4.1.8 The allottee is a licensee and not a tenant, and the Institute reserves the right to terminate the license at any time without assigning any reason.
- 4.1.9 The allottee shall not use the allotted quarters for any purpose other than residing with his/her family and shall keep the premises in hygienic and safe condition.
- 4.1.10 The allottee shall not cut trees in or around the premises or anywhere else within the campus except with the permission of the Institute. Grown up trees around the building in the campus is the property of the Institute.

- 4.1.11 The allottee shall not make any additions or alterations to the building or any part thereof, without the prior written permission of the Institute and shall not damage any civil works, plumbing and electrical and other fittings. Any modification undertaken by the employee after due approval shall be brought back to its original status by the employee at his/her own cost before handing over vacant possession. If he/she fails to do so, the Institute shall recover the cost of such restoration from the employee.
- 4.1.12 The allottee shall allow officers of the Institute or contractors as may be authorized by the Registrar/Institute Engineer to have access to the quarters at all reasonable hours, for the purpose of carrying out repairs to the water-supply, sanitary installations, electrical fittings, fixtures and furniture in the building, as and when considered necessary.
- 4.1.13 The allottee shall forthwith report to the Institute any damage or any defect in the building, fittings and fixtures or installations for necessary action.
- 4.1.14 The occupants shall immediately report to the Medical Officer of the Institute about contagious diseases in the quarter and shall take all precautions as advised by the Medical Officer.
- 4.1.15 The allottee shall not store any explosive or any inflammable material in the allotted accommodation.
- 4.1.16 The allottee shall not plant any tree which would grow above three meters in height, in places which are within three metres from the building line.
- 4.1.17 The allottee shall allow the Security Officer, the Medical Officer and Institute Engineer of the Institute or their authorized representative(s) to visit the allotted accommodation at all reasonable hours and to give instructions to the allottee on matters of official work of their respective departments, and the allottee should comply with the same.
- 4.1.18 The allottee shall not play loud speaker from the occupied accommodation or create any noise leading to annoyance to his neighbours and disturbance of public tranquility.
- 4.1.19 The allottee shall not commit any act of nuisance or annoyance for the adjoining or neighboring allottees or allow the premises to be used for immoral or illegal purpose.
- 4.1.20 The allottee shall not construct any structure in or around the quarter allotted to him/her for the purpose of using it as a car or a scooter shed. Allottee should refrain from parking his/her vehicles in front of meter cabins, staircase landings and at the entrance of the building.

#### 4.2 Period for which allotment subsists and concessional periods for further retention

- 4.2.1 An allotment shall be effective from the date on which possession thereof is taken by the employee, and shall continue in force until:
- 4.2.1.1 the expiry of the concessional period permissible under Rule 4.2.2.
- 4.2.1.2 it is cancelled by the Registrar or is deemed to have been cancelled under any provision in these rules,
- 4.2.1.3 it is surrendered by the employee, or
- 4.2.1.4 the employee ceases to occupy the accommodation.
- 4.2.2 An accommodation allotted to an employee may, subject to Rule 4.2.3, be retained on the happenings of any of the events specified in Table 4.1 for the period specified in column 3 thereof, and on the condition specified in column 4. Provided that, in case of Sr. No.1 of the said Table, retention of the quarter may be permitted by the Director for such period beyond one year as the Director may decide, if the accommodation is acquired for the use and occupation of the employee, and is, in fact, occupied by the employee or members of his family.
- 4.2.3 Where a quarter is retained under Rule 4.2.2, the allotment shall be deemed to be cancelled on the expiry of the concessional periods as mentioned in Table 4.1.

TABLE - 4.1: Retention of Quarters

Sr. No.	Event	Permitted Period	Condition
1.	On proceeding to take up employment elsewhere with the permission of appropriate authority by retaining lien on his/her post or with extra-ordinary leave.	One year	
2.	Vacation and Leave of all type including extra-ordinary leave	Full period	
3.	Deputation/ Training	Full period	
4.	Proceeding elsewhere under approved faculty exchange programme	Full period	
5.	Death of the allottee	6 months*	The accommodation is required for bonafide use of the members of the family and is in fact occupied by them.
6.	Retirement	4 months**	- same as above -
7.	Resignation, dismissal removal or termination of service	1 month	- same as above -

\*Permitted period extendable up to two years at the discretion of the Director.

\*\*In case of faculty members re-hired after the date of superannuation, this period will be reckoned from the date of completion of such rehiring period.

4.2.4 An employee who has surrendered the quarter allotted to him while proceeding on, or during the period of leave/lien, may be allotted a quarter up to one month in advance of the expected date of his returning to duty in the Institute, on payment of license fee under Rule 4.3.1.

4.2.5 An employee may, at any time, surrender an allotment by giving notice so as to reach the Director/Registrar at least ten days before the date of the vacation of the residence. If he/she fails to give due notice, he/she shall be responsible for payment of license fee under Rule 4.3.1 for ten days or the number of days by which the notice given after the expiry of the concessional period for retention of accommodation allowed in the circumstances mentioned in Table 4.1 or is given within such concessional period but expires after such concessional period, the licensee shall pay license fee equal to 4 times the rate of flat license fee for the period beyond the concessional period. Provided that the Director may accept notice of vacation for a shorter period, if he is satisfied that the prescribed period could not be given owing to circumstances beyond the control of the allottee.

### 4.3 Licence Fee and other charges

4.3.1 The allottee shall pay license fee during the subsistence of allotment for the allotted accommodation at the rate equal to flat license fee as decided by the Board from time to time.

4.3.2 The allottee shall pay water charges, electricity charges and such other charges like hire charges for furnitures and fixtures etc. as may be applicable to the particular accommodation, as decided by the Board from time to time.

4.3.3 The license fee and charges referred to in Rule 4.3.1 above are recoverable from the salary of the allottee when the salary is payable, or from any other amount due to him/her. Where no salary is payable, he/she shall remit the amount due to the Institute on receipt of the bill from the Accounts Dept of the Institute, within such time as may be specified in the bill. If the amount due is not remitted for two successive months, the allotment is liable to be cancelled.

4.3.4 When after an allotment has been cancelled or deemed to have been cancelled under any provisions contained in these rules, the accommodation remains or has remained in occupation of the employee or of any person claiming through him, such employee shall pay damages for use and occupation of the accommodation equal to ten times the flat license fee and other applicable charges. Provided that an employee, as a special case may be allowed by the Director to retain an accommodation on payment of license fee equal to twice the rate of flat license fee for a period not exceeding six months in case of death, beyond the permissible period of retention under rule 4.2.2.

4.3.5 If the employee sublets an accommodation allotted to him or any portion thereof or any of the out houses or garages in contravention of these

rules, he/she may, without prejudice to any other action that may be taken against him/her including eviction, be charged enhanced license fee equal to ten times the flat license fee. Specific cases of violation will be dealt with as per the provisions of these rules and/or discretion of the Director.

4.3.6 Employees mentioned in Annexure II and as may be approved by the Board in future, shall be exempted from payment of license fee when provided with Institute accommodation. They shall, however, pay all other charges including the electricity and the water charges, furniture hire charges etc.

4.3.7 The Director may temporarily allot any available accommodation to an employee or any recognized association or organization of the campus for specific purposes like marriage, religious festivals etc., on as is where is basis. In all such cases the rental charges of Rs.100/- per day for Types I & II, and Rs.200/- per day for Types III, IV and V will be levied. The allotment will be for a maximum period of seven days. The Institute reserves the right for such allotment.

#### **4.4 Change of accommodation**

4.4.1 The allottee in occupation of an Institute accommodation shall be eligible for one change of accommodation in the same type.

4.4.2 The change in the same type to quarter, if permissible under 4.4.1, may not be availed within one year from the first allotment.

4.4.3 Rejection of an allotment will not be counted as a change.

4.4.4 An allottee in occupation of a particular type of accommodation will normally be expected to move upward towards his entitlement. The Registrar may however permit a downward movement provided that the employee is eligible for the type of quarter to which the employee intends to move. This will be permitted only in such cases where the employee is eligible for a change in the same type quarter as he is occupying under 4.4.1 and the downward movement will be counted towards this change.

#### **5. Authorization by employee in matters related to accommodation**

If circumstances so warrant, an employee may, through a proper letter of authorization, authorize another employee or a member of his/her family, to act on his/her behalf in matters related to accommodation, including

5.1 receiving and responding to exploratory circulars,

5.2 receiving the letter of allotment and accepting the allotment, and

5.3 Taking/handing over possession of the allotted accommodation from/to the Institute Engineer.

In such an event, the Institute shall not be responsible for the consequences, if any, on account of such authorization, the responsibility for which shall rest solely with the employee.

**6. Consequences of breach of rules and conditions**

6.1 If an employee to whom a residence has been allotted:

- 6.1.1 unauthorisedly sublets/shares the residence, wholly or partly, or
- 6.1.2 creates any unauthorized structure in any part of the residence, or
- 6.1.3 uses the residence or any portion thereof for any purpose other than for which it is meant, or
- 6.1.4 tampers with the electrical or water connections, or
- 6.1.5 commits any other breach of rules or violates any of the terms and conditions of allotments, or
- 6.1.6 conducts him/herself in a manner which, in the opinion of the Director, is prejudicial to the maintenance of harmonious relations with his/her neighbors, or
- 6.1.7 has knowingly furnished incorrect information in any application or written statement with a view to securing the allotment, the Director may, without prejudice to any other disciplinary action that may be taken against him/her, cancel the allotment of the residence. For the purpose of this sub-rule, the expression "employee" includes, unless the context otherwise requires, a member of his/her family and any person claiming through him/her.

6.2 Where action to cancel the allotment is taken on account of unauthorized sub-letting or unauthorized sharing of the premises by the allottee, penalty as prescribed in the following table will be imposed on the employee.

TABLE - 6.1: Suggested measures for unauthorized occupancy

Sr. No.	Nature of unauthorized occupancy	Action to be taken
1.	The allottee has completely sub-let the Institute quarter and does not stay in the quarter	a) Removal of unauthorized outsiders immediately. b) Vacation of quarter by the allottee. c) Disciplinary action against the allottee for misconduct as per rules.
2.	Allottee staying in the quarter with outsider(s).	a) Removal of unauthorized outsider(s) immediately. b) Vacation of quarter by the allottee. c) Forfeiture of seniority by 10 years for the purpose of next allotment of quarter. d) Recovery of license fee at market rate from the date of allotment or charging license fee at 10 times the flat license fee that was being paid by the allottee at the time of checking the quarter at the discretion of the Director.
3.	Allottee not residing in the quarter and allowing other Institute employee(s) to stay in the quarter without permission	a) Removal of Institute employee staying unauthorisedly. b) Recovery of HRA from the Institute employee staying unauthorisedly from the date of allotment of quarter to allottee or from the date of the appointment of the said employee, whichever is later. c) Charging of license fee at 5 times the flat license fee from the date of allotment from the allottee. d) Vacation of the quarter and debarring the allottee from future allotment for 5 years.
4.	Allottee residing in the quarter and allowing other Institute employee(s) to stay in the quarter without permission	a) Warning to the Allottee. b) Recovery of HRA from the Institute employee staying unauthorizedly from the date of allotment of quarter to the allottee or from the date of appointment of the said employee whichever is later. c) Debarring the sharer from future allotment for 5 years.
5.	Authorized sharer of quarter with an allottee over-staying permitted period.	1. Warning to the Principal allottee. 2. Over-staying sharer to loose HRA for six months and to be debarred from allotment of accommodation for 2 years from the date of order to this effect.

6.3 As per Public Premises Act, the Institute has appointed Estate Officer to initiate the eviction proceedings against the unauthorized occupant.

6.4 Where the allotment of resident is cancelled for conduct prejudicial to maintenance of harmonious relations with neighbours, the employee at the discretion of the Director may be allotted another residence of the same type in another location.

**7. Authority competent to take action under these rules**

The Director shall be competent authority to take any action under these rules. He may delegate any or all of the powers vested in him to any officer of the Institute.

**8. Matters not covered**

Matters not covered by these rules shall be referred to the Director for decision.

**9. Interpretation of Rules**

If any question arises as to the interpretation of these rules, it shall be decided by the Director.



LIST OF CLOSE RELATIVES REFERRED TO IN RULE 2.13

1. Son, daughter, father, mother, brother, sister, grand father, grand mother, grand son and grand daughter.
2. Uncle, aunt, first cousin, nephew, niece directly related by blood to the allottee.
3. Father-in-law, mother-in-law, brother-in-law, sister-in-law and daughter-in-law.
4. Relationship established by legal adoption.

## ANNEXURE-II

LIST OF POSITIONS FOR OUT-OF-TURN ALLOTMENT AND EXEMPTION FROM  
PAYMENT OF LICENCE FEE

1. Registrar
2. CoE
3. Wardens of Hostels
4. Officer from Computer Centre responsible for Network Administration (1)
5. Institute Engineer
6. Medical Officer
7. Hostel Manager/Supdt (Hostel)
8. Supdt (Security) / Incharge Security
9. Secretary to Director (1)
10. Nurse, NITIE Dispensary (1)
11. Compounder, NITIE Dispensary (1)
12. Plumber (1)
13. Electrician (1)
14. Sweeper (1)
15. Driver (1)

## ANNEXURE-III

## AGREEMENT FOR PERMISSIVE USE

This agreement is made this \_\_\_\_\_ between NATIONAL INSTITUTE OF INDUSTRIAL ENGINEERING (hereinafter called the 'Employer') and \_\_\_\_\_ NITIE, Mumbai (hereinafter called the Employee).

Whereas the Employer has employed the Employee in the services of the post of \_\_\_\_\_ from \_\_\_\_\_ and whereas the Employee has requested for allotment of residential accommodation at the premises belonging to the employer and more particularly described in the schedule hereunder written or any premises taken in exchange (hereinafter called the said premises and whereas the Employer has acceded to such request with a view to enabling the Employee to better perform his duties.

It is now agreed by and between the parties hereto as under:-

1. That the Employer permits use of the premises w.e.f. \_\_\_\_\_ to the Employee but said premises shall at all times be deemed to be in possession and under control of the Employer.
2. That the Employee is merely permitted to make use of the said premises for his/her own residence and for such permissive use he/she shall pay licence fee at the rates in accordance with the Employer's rules in force from time to time and the Employee's to the deduction every month of licence fee so charged from his/her monthly pay and allowances.
3. That it is understood by the Employee that this Agreement of permissive use does not create any right or interest in the said premises in favour of the Employee and the property of the said premises remain in possession and under control of the Employer.
4. That the Employee agrees to pay charges for electricity and water consumption as fixed by the employer from time to time. The employee agrees that all charges payable by him/her also shall be deducted from his/her monthly pay and allowances along with the licence fee referred to in Clause 2 of this Agreement.
5. That the Employee shall not carry out any additions or alterations in the said premises or any electrical or sanitary installations therein and shall not cause any damage to the said premises.
6. That the Employee shall make good any damage caused to the said premises.
7. That the Employee shall use the said premises for his/her personal occupation and for the occupation by his/her family members viz., wife, children, dependant parents/brothers/sisters and shall not permit the said premises or any part thereof to be used by any other person or persons for any purpose whatsoever.
8. That the Employee agrees that the right of permissive use will automatically terminate and cease to be in force on the occurrence of any of the following events:-
  - a) The employee's retirement;
  - b) The employee's resignation from the Institute's service;

- c) The employee's termination of service for reasons other than resignation and retirement;
- d) The employee's death;
- e) Cancellation of allotment in accordance with the Rules.

Notwithstanding anything contained hereinabove, the employer or any officer authorized by it on this behalf may at its sole discretion permit use and occupation of the said premises for a further maximum period as envisaged under the rules in force relating to the occurrence of any of (a), (b) (c) and (e) events mentioned above. In the case of death (event-d) the permissive use and occupation may be extended at the request of the next of kin of the deceased upto a maximum period of two years. Licence fee for such extended period in all the five cases/events will be charged at the same rate at which the employee was paying immediately before the occurrence of any of the above mentioned five events. In case the said premises are not vacated after the expiry of the permitted/extended period, the licence fee shall be charged at the prevailing market rates as may be determined by the employer or by an officer duly authorized by it on this behalf and such market rate shall be recoverable with retrospective effect from the following occurrence of any of the five events mentioned above. The decision of Employer or of its duly authorized officer as regards the prevailing market rate shall be final and binding on the Employee.

- 9. That the Employee agrees that in regard to matters for which no express provision is made in this Agreement, provisions of the Rules of Allotment as made from time to time shall apply and all such provisions shall be deemed to have been incorporated in this Agreement.

In witness thereof the parties hereto have duly executed this Agreement on the day and year first mentioned above.

Schedule of the premises above referred to  
 Flat No. \_\_\_/Type\_\_\_  
 NITIE Campus

Signed and delivered by the Employee  
 in the presence of

Witness 1 \_\_\_\_\_

2 \_\_\_\_\_

Signed and delivered for and  
 on behalf of the Employer

Witness 1 \_\_\_\_\_

2 \_\_\_\_\_