

कुंकोलिम, जिला दक्षिण गोवा, गोवा, पिन-403703

Cuncolim, South Goa District, Goa, Pin-403703

Annexure C

HOUSE ALLOTMENT RULES – 2024

Clause 1: APPLICABILITY AND ANNOUNCEMENT

- 1.1. These rules shall be called as "NIT Goa (Residence Allotment) Rules, 2024".
- **1.2.** These Rules shall be applicable to all employees on full-time employment of the NIT Goa in the regular/Probation/ contract Post
- **1.3.** The Director, NIT Goa with the approval of the Board may, from time to time, revise/modify these rules which will be applicable from the date(s) from which the modification(s) is/are introduced by him/her or from the dates as may be specified in the notification to this effect.
- **1.4.** These rules shall come into force from such date as may be notified by the Institute.

Clause 2: DEFINITIONS

For the purpose of NIT Goa (Residence Allotment) Rules 2024, the following terms shall mean as defined herein under.

- > "Institute" means National Institute of Technology Goa.
- > "*Board*" means Board of Governors, NIT Goa.
- > "Director" means Director of the Institute or "Head of the Institute"
- "Estate Officer" means Estate Officer of the Institute or means officer(s) assigned the role as such by the Competent Authority of the Institute
- *"House Allotment Committee (HAC)*" means a Committee constituted by the Director, from time to time to carry out the functions assigned under these rules.
- "Employee" means a member of the staff of the Institute. (Classification of the members of staff shall be as per the NIT Statutes (2007), section – 22.
- *Allotment* means the grant of a license to an employee of the Institute to occupy a house or a portion thereof, owned or leased by the Institute, for use as residence in accordance with the provisions of these rules.
- *"Allotment Year*" means the year of allotment beginning on the first January or such other period as may be notified by the Institute.
- > "*Allottee*" means the person eligible and to whom residence is allotted under these rules.
- "Family" means employee's spouse, children, step-children, legally adopted children, parents, brothers and sisters, who ordinarily reside with the allottee.
- "Eligible Office" means a Dean (P&D) office or Dean (FW) office or House Allotment Committee which have been declared by the Director as eligible for allotment of residences under these rules falling within the control of the Institute.
- "*Eligibility*" means the eligibility of an employee for Institute accommodation shall be determined as per the Grade Pay of such employee in his present post held in the Institute.
- > "*Emoluments*" means the emoluments as defined in G.F.R 2017.
- "License Fee" means the sum of money payable monthly in accordance with the instructions issued by the GOI (to be revised accordingly) and notified by the Director from time to time in respect of a residence allotted under these rules.



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- "Priority Date" of an officer in relation to a type of residence to which he/she is eligible under the provisions of rule.
- > "*Residence*" means any residence under the administrative control of the Institute.
- *"Subletting*" of a residence includes sharing of accommodation by an allottee with another person with or without payment of licence fee by such other person.

Explanation: Any sharing of accommodation by an allottee with close relations shall not be deemed to be subletting. Intimation, however, to this effect shall be given in writing to the Institute. Further sharing of accommodation for visit by casual visitors – relatives or friends, for a short duration shall not be considered subletting.

"*Type of residence*" in relation to an employee means the type of residence to which he/she is eligible under these rules.

Clause-3: ELIGIBILITY

An employee's eligibility for allotment of a category of house shall be as approved by the competent authority 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:

- a. Regular / 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.

Schedule-I (A) & (B) gives the eligibility as approved by the competent authority.

- 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.
- ii. 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.
- iii. If a person and his/ her spouse are both employees of the government or government organizations other than the institute within the municipal limits or within 8 Km of radius from the institute, whichever is more, only one of them shall be eligible for the allotment of residence. If the person choses to take the residence in the institute, the spouse shall be required to provide a certificate that no residence is allocated by the other organization. This, however, shall not apply where the husband and wife are residing separately, in pursuance of a valid order of judicial separation made by a Court of Law.

Clause-4: SENIORITY CRITERIA

- 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.



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The seniority amongst teachers shall be determined in accordance with the provisions which are as given below:

- a. Seniority of an employee shall be determined by the length of service in the Institute i.e. an employee who joined the Institute on an earlier date, shall be senior than the employees who joins on a later date.
- b. In case of joining date of two or more employees is same, Seniority of an employee shall be determined on the basis of the date from which the applicant has been continuously eligible for the type of residence as per the pay level of the applicant in the Pay Matrix. An employee drawing higher pay level shall be senior to the employee of lower pay level for a particular type of residence he/she is entitled for.
- c. In the same Joining date and Pay Level of the employee, seniority shall be determined by the present Basic Pay on the first day of the allotment year. The employee in receipt of higher Basic Pay shall take precedence over the employee in receipt of Lower Basic Pay.
- d. Where the pay level, Basic Pay and length of service are all equal, seniority will be determined by date of birth. Employee senior in age i.e. having earliest date of birth will be determined to be senior.
- e. For any ambiguity that may arise in defining the seniority, the decision of the Director shall be used to resolve the issue.

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

Clause-5: HOUSE ALLOTMENT COMMITTEE

The powers to allot the houses under these rules shall vest with the Director. However, the Director may appoint House Allotment Committees (HAC) 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.

The Committee shall have tenure of two years.

Clause-6: APPLICATION FOR ALLOTMENT AND ALLOTMENT OF RESIDENCE

- 1. The Delegated employee (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 liveable and will inform the Chairman HAC that the House is available for allotment.
- 2. The applications shall be screened and a seniority list shall be prepared for the various residences and displayed in the office of the Estate section for scrutiny by all concerned persons who may point out discrepancies, if any.
- 3. An allotment order shall be issued by the Dean (P&D) to each allottee. An allotment once made, shall not ordinarily be disturbed.
- 4. An allotment shall be effective from the date the house is occupied by the allottee and shall continue until:



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- a. It is cancelled or is deemed to have been cancelled under these Rules. OR
- b. It is surrendered by the allottee.
- 5. 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 Dean (P&D) within **seven (7)** days from the date of the allotment letter.
- 6. In case he/she fails to accept the allotment within **seven (7)** days, it shall stand cancelled. Such allottees as above and those who relinquish a house within one month after having accepted it, will not be entitled for house allotment for a period of two years. Allottee shall shift to the newly allotted quarter within 3 weeks from the date of allocation, failing which the allotted quarter may be cancelled.
- 7. The delegated employee 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. 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 Dean (P&D) of the Institute which shall be acknowledged on the same date.
- 8. The allottee, at the time of taking possession of the accommodation, shall verify carefully all items, fittings and fixtures in the allotted accommodation and shall sign in the book of inventory kept for that purpose. He/she shall be responsible for damage except that which arises as a result of normal wear and tear. The cost of damage, if any, as determined by the Estate Officer shall be payable by the allottee.

Clause-7: LICENCE FEE AND OTHER FEES

An allottee shall pay licence fee and other fees (if any) 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.

Clause-8: PROPER USE AND MAINTENANCE OF ALLOTTED ACCOMMODATION

- 1. 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.
- 2. An allottee shall not be permitted cutting of trees planted in the compound of the house or plantation therein without the consent of the Dean (P&D).
- 3. 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.
- 4. 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 HAC.
- 5. 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.
- 6. No inflammable material in bulk should be stored in the houses or in their compounds.



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- 7. 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.
- 8. 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.
- 9. 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.
- 10. The allottee shall not cause noise pollution in the campus. Use of Loud Speakers between 10.00pm to 6.00am is prohibited.
- 11. Subletting of a house or a portion thereof is not permitted under any circumstances.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
- 1. HAC reserves the right to modify or supplement existing rules and regulations as deemed necessary with the approval of competent authority.
- 2. Allottee should use the parking space allotted to the respective flat number only. At the time of vacating the allotted flat it will be the responsibility of the allottee to get the parking space vacated and handover the same to the estate office along with the allotted house.

Clause-9: BREACH OF RULES

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-7 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.

Clause-10: INTERPRETATION

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