

NATIONAL INSTITUTE OF PHARMACEUTICAL EDUCATION & RESEARCH, S.A.S. NAGAR- 160062

Allotment of residences under the administrative control of the Director NIPER, S.A.S. Nagar (Mohali), Punjab to Officers/Employees in NIPER who are required to reside on duty in S.A.S. Nagar (Mohali)/Chandigarh/Panchkula.

1. Short title and application

- 1.1 These may be called "Allotment of Residence (NIPER) Rules, 2001.
- 1.2 These rules come into force on the date of their approval by the Board of Governors. Additions/Amendments as may be made by the Board of Governors from time to time shall take effect from the date they are approved by the Board unless specified otherwise.
- 2 De Initions: In these rules, unless the context otherwise requires.
- 2.1 "Allotment" means grant of a license to occupy a residence in accordance with the provisions of these rules;
- 2.2 "Allotment year" means the year beginning on 1st January or such other period as may be specified by the NIPER.
- 2.3 "Director" means the Director, NIPER, Sector- 67, Phase- X, S.A.S. Nagar (Mohali), Punjab.
- 2.4 "Emoluments" for purpose of these rules means pay as defined in FR9(21)(a)(i),(ii) and (iii).

EXPLANATION: In the case of an Official who is under suspensions the emobilishments drawn by him on the first day of the allotment year in which he is placed under suspension, or, if he is placed under suspension on the first day of the allotment year, the emoluments drawn by him immediately before the date shall be taken as emoluments.

- 2.5 "Employee" means the whole time employee of the NIPER on regular basis appointed on a sanctioned post with definite scale of pay and also deputationist. Staff member appointed on projects, schemes and on adhoc basis will not be eligible for allotment.
- 2.6 "Family" means the wife or husband, as the case may be, and children, step-children, step-children, legally adopted children, parents, brothers and sisters as ordinarily reside with and are dependent on the employee.
- 2.7 "Licence Fee" means the sum of money payable monthly in accordance with the provisions of Fundamental Rules in respect of a residence allotted under these rules



and shall not exceed 10% of emoluments per month in respect of unfurnished house except where the terms of employment provide otherwise. In the case of furnished residence, charges towards furnishings will be determined separately and will be in addition to the Licence fee mentioned above. This provision will not apply in the case of officers who are entitled to rent free furnished accommodation under the Act/Statue/Ordinances of the NIPER.

- 2.8 "NIPER" means the National Institute of Pharmaceutical Education and Research, S.A.S. Nagar (Mohali) Punjab-160062.
- 2.9 "Pay" for the purpose of determining eligibility for a class/type of house shall mean Basic Pay (including pension in case of re-employed pensioners, to the extent it has been taken into account in determining the re-employed pay).
- 2.10 "Priority date" of an officer in relation to a type of residence to which he is eligible under the provisions of Rules 4.1 means the earliest date from which he has been continuously drawing emoluments relevant to a particular type or a higher type in a post under the NIPER or on foreign service, except for periods of leave in respect of Type V to Type VII accommodation, and the date from which he has been continuously in service under NIPER including the period of foreign service in respect of Type I to Type IV accommodation.

Provided that where the priority date of two or more officers is the same seniority among them shall be determined by the emoluments, the officer in receipt of higher emoluments taking precedence over the officer in receipt of lower emoluments; where the emoluments are equal, by the length of service; and where both the emoluments and length of service are equal, on the basis of the scale of pay of the officer, the officer working in a post having higher scale of pay taking precedence over the officer in receipt of lower scale of pay.

- 2.11 "Residence" means any residence for the time being under the administrative control of Director.
- 2.12 "Subletting" includes sharing of accommodation by the allottee, with prior permission of the NIPER with another employee of the NIPER with or without payment of licence fee by such other employee.
- 2.13 "Temporary Transfer" means a transfer which involves absence for a period not exceeding four months.
- 2.14 "Type" in relation to an employee means the type of house to which he is eligible under Rule 4.1 of these rules.
- 3. Powers to make allotment



The allotment of residence under these rules shall be made by the Director, S.A.S. Nagar hereinafter referred to as "the Director" in accordance with these rules.

4. Classification of Residences

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

Type of Residence	Basic pay range of year in which the all	the Officer as on first day of the allotment
Type I	Rs. 2550-3049	other is made.
Type II	Rs. 3050 - 5499	
Type III	Rs. 5500-9999	
Type IV	Rs. 10000-11999	
Type V	Rs. 12000-18400	Reserved for faculty members/ Registrar/ PLIO/Head Computer Centre/Principal
Type VI	Rs. 18400-22400	Scientist Officer Reserved for Professors

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 NIPER, Govt. Semi Govt. 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 of Law.

Where two employees in occupation of separate residence allotted under these rules marry each other, they shall within one month of the marriage surrender one of the residence.

If a wife or husband, as the case may be, who is an allottee of a residence under these rules, is subsequently allotted a residential accommodation at the same station from a poel to which these rules do not apply, she or he, as the case may be, shall surrender any one of the residences within one month of such allotment.

Where both husband and wife are employed in the NIPER, the title of each of them to allotment of a residence under these rules shall be considered independently, subject to the enforcement of provision of rule 4.2.

5. Earmarked Residences

Residence of the type as indicated against each is earmarked for the following Statutory Authorities of NIPER:

i) Director Type VII



ii) Dean Type VI

iii) Registrar Type V

Rest of the residences are unearmarked and available for allotment eligible employees of the Institute.

6. Application for allotment:

Application for allotment/change of allotment shall be invited in such form and manner and before such date as may be specified by the NIPER in this regard from time-to-time. Director may also consider at his discretion applications received subsequent to the specified dates.

7 Allotment of residences:

- A residence made available for occupation or falling vacant shall be allotted to an applicant having the earliest priority date for that type of house subject to the following conditions:
- No member of a staff shall be allotted a house of a higher type than he is entitled to unless sub rule 4.1 of these rules. However, if his request for a type lower than on the basis of his priority date for the same.
- 7.3 The allottee shall ensure that he signs an inventory of fixtures and fittings at the time of taking over possession of the house and shall also ensure its proper An allottee, who is and the time of its vacation.
- An allottee, who is on leave which has been duly sanctioned, may authorize a member of his family or another employee whose name shall be communicated to the Registrar before the allotment to comply with the time limits prescribed for acceptance of allotment etc.

8. Out-of-turn allotment

5% of houses will be reserved for allotment to SC and ST employees of NIPER. The Government of India rules hall apply for allotment of houses to physically handicapped.

Explanation: For the purpose of above reservation houses will be allotted in the ratio of 2:1between Schedule Caste and Schedule Tribe employees respectively on the basis of a roster to be maintained. In case, however, there is no Schedule Tribe employees, the quota reserved for them may be allotted to Schedule Caste employees. For this purpose separate waiting lists will be prepared for Sched 'e Caste and schedule Tribe employees.



- 8.2 Allotment will be made on the basis of priority date except in the case of the following employees, whose services are considered as of essential category, out of turn allotment may be made by the Director.
 - 1. Security Officer &S

2. Secretary to director - Phi 2

3. P.A. to Registrar - 44

4. Technical Supervisor Gr. I (Animal House) → 52 -9 mid. Colonical Supervisor Gr. I (Animal House)

5. Guest House In charge Phili-

6. Maintenance Staff (Electrical-one, Utilities- one, Mechanical-one)

7. Library (LIA-one) - Both To Anyrag & Amil Thatler

8. CIL (JTA/TA-one) - Harris Goyal

9. One Type III to be kept available for providing temporary accommodation to drivers, utility operators working during off hours.

Essential staff may be accommodated in Type III houses even if they are not entitled to these on the basis of the salaries drawn.

- 8.3 Whenever any staff member belonging to essential staff category gets a house in his own turn, the essential category quota to that extent will be deemed to have been fulfilled.
- 8.4 Normally the essential staff category shall be allotted quarters of their own entitlement.
- 8.5 The priority accommodation for essential category staff shall be provided so and as the person holds "the essential post" and makes himself available for duty at any time of the day or night as may be necessary.
- 9. Non acceptance of offer of allotment or failure to occupy the allotted sidence after acceptance.

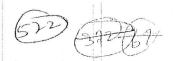
If any allottee fails to accept the offer of allotment of a residence within 10 days or fails to take procession of the residence after acceptance within eight days from the date of receipt of letter of allotment he shall not be eligible for another allotment for a period of one year from the date of allotment letter. The Director may, however, condone delay in occupation in genuine cases.

If an allottee occupying a lower type of residence is allotted or offered a residence of the type for which he is eligible under sub-rule 4.1, he may, on refusal of the said offer, be permitted to continue in the previously allotted residence on the condition that such an allottee shall not be eligible for another allotment for a period of one year from the date of allotment letter for higher class accommodation.



10. Period for which allotment subsists and the concessional period for further retention

- 10.1 An allotment shall be effective from the date on which it is accepted by the officer and shall continue is force until (a) the expiry of the concessional period permissible under sub-rule 10.2 after the employee ceases to be on duty; (b) it is cancelled by the NIPER or is deemed to have been cancelled under any provisions of these rules; (c) it is surrendered by the employee; (d) the officer ceases to occupy the house.
- 10.2 A residence allotted to an allottee may be retained on payment of normal licence fee on the happening of any of the events specified in Col. (1) of the table below for the period specified in the Col. (2) thereof, provided that the house is required for the bonafide use of the employee or members of his family. The permissible period of retention will also be applicable to the officers of the NIPER who are entitled to rent-free accommodation under the Act/Statue/Ordinance of the NIPER...



	Events	Permissible period for
	(1)	Retention of the House (2)
1.	Resignation, dismissal or removal from service or	One month
	termination of service or unauthorized absence without permission.	**
II.	Retirement or terminal leave, or repatriation to the parent organization on completion of tenure of	Four months
	appointment.	
Ш.	Death of the allottee	Twelve months
IV.	Temporary transfer in India	Four months
V.,	Leave (Other than LPR study leave, sabbatical leave, maternity leave.)	For the full periods of leave.
VI.	Transfer to a place outside the station	Two months
VII.	On proceeding on training	For the full period of
VIII.	On proceeding on deputation/foreign service by keeping a lien	training For the full period of lien
IX.	Leave on medical grounds	Full period of leave.

EXPLANATION:

10.2.1 Where an allottee on transfer or foreign service in India is sanctioned leave and avails of it before joining duty at new Office, he may be permitted to retain the house for the period mentioned against items (iv), (v) & (ix) above or for the period of leave, whichever is longer.

10.2.2 When an order of transfer or foreign service in India is issued to an employee while he is already on leave, the period permissible under Explanation- 10.2.1,

shall count from the date of issue of such order.

10.2.3 Where a residence is retained under sub-rule 10.2 the allotment shall be deemed to be cancelled on the expiry of the admissible concessional period.

10.2.4 Where an allottee is on medical leave without pay and allowances, he may be allowed to retain his residence by virtue of the concession under sub rule 10.2 (ix) provided he remits the licence fee for such residence every month and where he

(2) (3) (6)

fails to remit such licence fee for more than two months, the allotment shall automatically stand cancelled.

- 10.2.5 In case of retention of house by the allottee beyond the permissible limit as laid down under the relevant event mentioned above, he would be required to pay damages as specified in Rule 20.1 for the period in excess of the permissible limit unless he has sought and obtained prior approval of the competent authority for the retention of the accommodation subject to the provisions in regard to the amount of Licence fee.
- 10.2.6 Notwithstanding anything contained in sub-rule 10.2.3 when an employee is dismissed or removed from the service or when his services have been terminated and the NIPER is satisfied and it is necessary or expedient in public interest to do so, NIPER 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 in item(i) of the Table above in sub-rule 10.2.

11 Provisions Relating to Licence Fee

- The licence fee for various types of houses shall be charged as per the rate prescribed by the Govt. of India from time to time. The licence fee of furniture and furnishing supplied, if any, in residences will be as per the rates prescribed by the Govt. of India from time to time.
- Where an allotment of residence or alternative residence has been accepted the liability for licence fee shall commence from the date of occupation or the eighth day from the date of receipt of the allotment letter whichever is earlier.
- An allottee who, after acceptance fails to take possession of that residence within eight days from the date of receipt of the allotment letter shall be charged licence fee from such date up to a period of twelve days, provided that nothing contained herein shall apply where the NIPER certifies that the residence is not yet ready for occupation and as result thereof the employee doesn't occupy the residence with the period aforesaid.
- Where an allottee, who is in occupation of a residence is allotted another residence, and occupies the new residence the allotanent of the former residence shall be deemed to be cancelled from the date of occupation of the new residence. He may, however, retain the former house without payment of licence fee for that day and the subsequent day for shifting.

Provided, if the former residence is not vacated within the permissible period, the allottee will be liable to pay damages for use and occupation of said residence as per provisions of Rule 20.1 of these rules.

- Personal Liability of the Employee for Payment of Licence Fee till the House is vacated and furnishing of surety by Temporary Officers.
- 12.1 The allottee to whom the residence has been allotted shall be personally liable for payment of the licence fee, water, electricity, conservancy and other common charges if any, like staircase light/charges for maintenance of lawn, if any thereof



and for any damage beyond fair wear and tear caused thereto or to the furniture, fixtures or fittings or services provided therein by NIPER during the period for which the house has been and remains allotted to him, or where the allotment has been cancelled under any of the provisions in these rules, until the house alongwith the outhouses appurtenance thereon, if any, have been vacated and full vacant possession thereof has been restored to the NIPER.

Where the employee to whom a residence has been allotted is not permanent, he shall execute a Security Bond in the form prescribed in this behalf by NIPER with a surety who shall be permanent NIPER employee of equal or higher status than him for due payment of licence fee and others charges due from him in respect of such residence and services and any other residence provided in lieu.

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

13. Surrender of an Allotment and Period of Notice

An allottee may at any time surrender an allotment by giving advance notice of atleast ten days before the date of vacation of the residence in the form prescribed by NIPER (Annexure 'B') for the purpose. The allotment of the house shall be deemed to be cancelled with effect from the eleventh day after the day on which he notice is received by the NIPER or the date specified in the letter, whichever is later. If, he 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 NIPER may accept a notice of a shorter

An allottee who surrender the residence under sub-rule 13.1 shall not be considered again for allotment of NIPER accommodation for a period of one year from the date of such surrender.

14 Change of Residence

- 4.1.1 An allottee to whom a residence has been allotted under these rules and is in actual occupation of it may apply for a change to another residence of the same type or a house of the type to which he is eligible under Rule 4.3 whichever is lower. Not more than one change be allowed in respect of one type of residence allotted to the allottee.
- 14.2 All applications for change shall be made in the form prescribed for this purpose by NIPER (Annexure 'C'). The inter se seniority of the applicant shall be determined "on first come first served" basis.



- 14.3 Change shall be offered in order of seniority determined in accordance with sub-rule 14.2 and having regard to the employee's preference as far as possible.
- If an allottee fails to accept a change of house offered to him within five days of the issue of such offer an allotment, he shall not be considered again for a change of residence of that type.
- An allottee 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 in addition to the normal licence fee for the residence already in his possession, the allotment of which shall continue to subsist.
- Change of Residence in the Event of Death of a Member of the family.
- Notwithstanding anything contained in rule 14 of these rules an allottee may be allowed a change of residence on the death of any member of his family, if he applies for a change within three months of such occurrence, provided that the change will be given in the same type of residence and on the same floor as the residence already allotted to the officer.

16. Mutual Exchange of House

Allottees to whom residence of the same type have been allotted under these rules may apply for permission to mutually exchange their houses. Permission for mutual exchange my be granted if both the employees are reasonably expected to be on duty and to reside in their mutually exchanged houses for at least six months from the date of approval of such exchange.

17. Maintenance of residence

The employee to whom a residence has been allotted shall maintain the residence and premises in a clean condition to the satisfaction of NIPER. Such employee shall not grow any tree, shrubs or plants contrary to the instructions issued by the Government nor cut or lop off any existing tree or shrubs in any garden, courtyard or compound attached to the NIPER. Trees, plantation or vegetation, grown in contravention of this rule may be caused to be removed by NIPER at the risk and cost of the allottee concerned.

NIPER shall have the right of entry into the premises at all reasonable times for purposes of inspection in respect of breach of contract etc., without prior notice. The allottees shall maintain the house in such manner that it does not become a public nuisance.



No allottee shall share the house allotted to him or any of the out-houses, garages and stables appurtenant thereto except with the employees of the NIPER eligible for allotment of residences under these rules and that too with the prior permission of the NIPER. Formal approval of the NIPER, shall be obtained by the allottee before accommodation giving particulars of the sharing arrangements. Proforma of application for seeking prior approval regarding sharing of accommodation is given in Annexure 'D'). The servant's quarters, out-houses, garages and stables may be used only for the bonafide purposes as may be permitted by the NIPER provided that an allottee on leave may accommodate in the residence any other employee eligible to share NIPER residence as a caretaker, for the period specified in Rule 10(2) but not exceeding one month.

The full particulars of the servants who are allowed to occupy the out houses and garages shall be communicated by the allottees to the NIPER and Security Officer in the third week of January each year. Any changes in occupancy will also be communicated by them forthwith.

Any allottee who, with prior permission, shares or sublets his residence shall remain personally responsible for any licence fee payable in respect of the house and for any damage caused to the house to its precincts or grounds or services provided therein by NIPER beyond fair wear and tear.

19. Consequences of Breach of Rules and Conditions

If any allottee, to whom a residence has been allotted, unauthorisedly sublets the house or charges rent from the sharer or erects any unauthorized structure in any part of the residence or uses the residence or any portion thereof for any purposes other than that for which it is meant or tampers with the electric or water connection or commits any other breach of the rules in this regard or the terms and conditions of the allotment or uses the residence or premises to be used for any purpose which the NIPER considers to be improper or conducts himself in a manner which in its opinion is prejudicial to the maintenance of harmonious relations with his neighbour or has knowingly furnished incorrect information in any application or written statement with the view to securing the allotment, the NIPER without prejudice to any other disciplinary action that may be taken against him, cancel the allotment of the residence.

EXPLANATION:

In this context, the expression allottee includes unless the context otherwise requires, members of his family and any person claiming through the allottee.



If any allottee is found, in contravention of these rules, to have sublet the entire house allotted to him or any portion thereof, or any of the outhouses, garages appurtenant thereto, he may without prejudice to any other action that may be taken against him, be charged licence fee not less than four times the normal licence fee payable by him. The quantum of licence fee is to be recovered in each case will be decided by the Director on merits. In addition the employee may be debarred from sharing the house for a specified period in future as may be decided by the Director.

Where action to cancel the allotment is taken on account of unauthorized subletting of the premises by the allottee, a period of sixty days shall be allowed to the allottee and any other person residing with him therein to vacate the premises. The allotment shall be cancelled with effect from the date of vacation of the premises or expiry of the period of sixty days from the date of orders of cancellation of the allotment, whichever is earlier

Where the allotment of a residence is cancelled for conduct prejudicial to the maintenance of harmonious relations with neighbours, the allottee at the discretion of the NIPER may be allotted another house in the same type at any other place subject to

20. uic Overstayed in residence after cancellation of allotment

Where after an allotment has been cancelled or is deemed to have been cancelled under these rules and the residence remains in occupation of the allottee to whom it was allotted or any person claiming through him, such allottee shall be liable to pay damages at the rate of Rs. 40/- sq. mt. of living area per month for use or occupation of the residence or at the rate determined by Govt. as amended from time to time whichever is higher besides action under the provisions of Public Premises (Eviction of Unauthorized Occupants) Act, 1971.

Provided that an employee who was allowed to retain accommodation under Rule 10 may allowed by the NIPER, in special cases to retain a house on payment of twice the standard licence fee under rules, in advance for a period not exceeding four months beyond the period permitted under Rule 10.

21. Continuance of Allotment made prior to the issue of these Rules

All allotments of residences which have been made before the commencement of these rules, under the rules then in force, shall be deemed to be the allotment duly made under these rules notwithstanding whether the employee to whom it has been made is entitled to a residence of that type, or not, and all the proceeding provisions of these rules shall apply in relation to that allotment and that allottee accordingly.

22. Relaxation of rules

(B) (B) (B)

The BOG may for reasons to be recorded in writing relax all or any of these rules in the case of any employee or residence or class of employees or type of residences.

23. Pelegation of Powers

The Director may delegate any of the powers and functions conferred upon him by these rules to any Officer under his control subject to such conditions as he may deem fit to impose.

24 Interpretation of Rules

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