

COLLEGE PROPERTY RULES

(A) RULES FOR THE ALLOCATION, MAINTENANCE AND USE OF COLLEGE PROPERTY BUILT USING TRUST FUNDS

1. DEFINITIONS

In these Rules, unless the context otherwise requires, following definitions shall prevail:

- 1.1 “College Property”** refers to any building under the administrative control of the College and includes a house. A house means accommodation under the administrative control of the College.
- 1.2 “Allottee”** means a whole-time Staff of the College to whom a house has been allotted.
- 1.3 “Allotment”** means grant of a license to a College Staff to occupy a house or a portion thereof for use by him as residence.
- 1.4 “Allotment year”** means the year beginning on 1st January or such other date as may be specified by the College.
- 1.5 “Category”** means the group/classification to which the Staff belongs by virtue of his position/designation in the College. For the purpose of allotment of houses, category ‘A’ comprises the academic Staff of the College. The non-academic Staff are placed in two categories, category ‘B’ and category ‘C’, details of which are given in Appendix I to these Rules.
- 1.6 “College”** means St. Stephen’s College, Delhi.
- 1.7 “Emoluments”** for purposes of recovery of license fee and applicable charges and taxes payable under these Rules, shall include:
 - (i) Pay;
 - (ii) Payments from general revenues and fees, if such payments or fees are received as a fixed addition to monthly pay and allowance as part of the authorized remuneration of the post;

- (iii) Compensatory allowance other than travelling allowance, uniform allowance, clothing allowance, outfit allowance, special outfit allowance, uniform grant;
- (iv) Pension;
- (v) In the case of a Staff under suspension and in receipt of a subsistence grant, the amount of the subsistence grant, provided that if such Staff is subsequently allowed to draw pay for the period of suspension, the difference between the license fee recovered on the basis of the subsistence grant and the emoluments ultimately drawn shall be recovered from him.

1.8 “Family” means the Staff, his spouse, their dependent unmarried children and dependent parents. In exceptional cases, permission for other close relatives may be sought in writing from the Principal and such other close relatives may be permitted to reside with the Staff at the discretion of the Principal.

1.9 “Governing Body” means the Governing Body of the College.

1.10 “Improper Use”, without prejudice to the generality of the term, includes:

- (a) Use of the allotted house or a portion thereof for any purpose other than residential purposes.
- (b) Putting up structures, either permanent, semi-permanent or temporary in or around the allotted house, without prior permission.
- (c) Permitting any person other than the Allottee’s Family to use the whole or any portion of the allotted house permanently or temporarily for consideration or otherwise.
- (d) Tampering in any form, including alteration or extension of the electricity connections, water connections, sewage facilities or any other service facilities, that may be available in the allotted house and the premises.
- (e) Keeping of any noxious, inflammable and dangerous articles in the allotted house and/or the premises or making the allotted house and/or the premises unclean, foul or insanitary.
- (f) Keeping or using any narcotic, psychotropic or such substances in the allotted house and/or the premises.

- (g) Carrying on illegal or immoral activities in the allotted house and/or the premises or causing nuisance or annoyance to the neighbours or to the other Staff members by the Allottee or by any member of his Family.
- (h) Conducting any political meeting or demonstration in or around the allotted house.
- (i) Use of the allotted house for any trade/business/office and/or any commercial activity and/or use of the same as office address of any organization.

1.11 “License Fee” means the sum of money payable monthly by the Allottee in respect of the house allotted to him in accordance with the instructions issued by the College from time to time.

1.12 “Pay” means the sum of Basic Pay and Grade Pay in the Pay Band of an Allottee.

1.13 “Principal” means the Principal of the College.

1.14 “Seniority” means the seniority of a Staff for the purpose of allotment of a house as determined under these Rules.

1.15 “Staff” includes academic and non-academic staff employed whole time by the College.

Note 1: In these Rules, ‘he’ in relation to a Staff includes ‘she’ and ‘spouse’ includes ‘Wife’/’Husband’ as the case may be.

Note 2: The definitions provided herein shall also apply to the Rules for the Allocation, Maintenance and Use of College Property built with UGC Assistance, unless specifically provided therein.

2. ELIGIBILITY

2.1 The allotment of a house shall be made only to a whole-time Staff of the College.

2.2 No College Property shall be allotted to a Staff who owns residential accommodation in the within a radius of 20 kms from college or whose spouse owns residential accommodation in the within a radius of 20 kms from college.

2.3 A Staff owning residential accommodation in the within a radius of 20 kms from college of Delhi and who is already in occupation of a house allotted by the College would continue to occupy the house already allotted to him subject to the Staff complying with Rules 6 to 26 of these Rules.

- 2.4** A Staff, who on any date after submitting his application for allotment or having been allotted a house by the College (whether under these Rules or the previous rules pertaining to allocation of College houses) acquires residential accommodation or if his spouse or any other dependent relative acquires a house in the within a radius of 20 kms from college, shall notify this fact to the Principal in writing within thirty days of any such acquisition of the residential accommodation. In the event of the Staff's failure to do so, the Principal may reject the application for allotment or cancel such Allotment, if granted and require such Staff to vacate the house allotted forthwith.

Eligibility of husband and wife:

- 2.5** No Staff shall be allotted a house under these Rules, if the spouse of such Staff has already been allotted a house in the College, unless such house is vacated simultaneously.

Provided that this Rule shall not apply where the husband and wife are residing separately in pursuance of an order of judicial separation made by a Court.

- 2.6** Where two members of the Staff, both in occupation of separate houses allotted to them, marry each other, they shall within one month of the marriage surrender any one of the houses allotted to them, failing which the allotment of any one of these houses, at the discretion of the Principal, shall be cancelled on the expiry of such period of one month.

- 2.7** The entitlement of the husband and wife to allotment of a house under these Rules shall be considered independently, subject to the enforcement of provision of Rule 2.5.

- 2.8** Notwithstanding the above, if the spouse of an Allottee under these Rules, is subsequently allotted a residential accommodation from the Government or any organisation, the Allottee or his spouse, shall surrender any one of the houses within one month of the subsequent allotment.

Provided that this Rule shall not apply where the husband and wife are residing separately in pursuance of an order of judicial separation made by a Court.

- 2.9** Where a Staff of the College, who has been allotted a house under these Rules, marries a Government employee in occupation of a Government accommodation, any one of them shall surrender any one of the houses within one month of such marriage.

Additional eligibility criteria:

- 2.10** No Staff under suspension or under any disciplinary case where investigations may be in progress shall be eligible to apply for allotment of a house. Any Staff who has been found guilty of serious misconduct will forfeit his right to allotment for a period of five years from the date of he being held guilty.
- 2.11** Any Staff who was allotted a house which he refused to take over shall be debarred from making an application again for three years from the date of issue of the letter of allotment.

3. SENIORITY

- 3.1** The allotment of a house will be made in the order of Seniority subject to the exceptions provided under these Rules. Separate seniority lists shall be drawn for the academic and non-academic Staff.
- 3.2** The Seniority amongst Staff shall be determined in the following manner:
- (i) By the length of continuous service in the College.
 - (ii) In case of members of the Staff joining on the same date, their inter-se-seniority shall be reckoned on the basis of their pay.
 - (iii) In case the members of the Staff are receiving the same pay, then their age/date of birth shall act as the determining factor.
- 3.3** Notwithstanding the above, the Principal, Vice-Principal, Bursar, Dean(s) and Chaplain may be allotted a house otherwise for the period for which they hold that position. On ceasing to hold those positions:
- (i) The Principal and the Vice-Principal will surrender the house earmarked for those positions and then will be entitled to allotment on the basis of Seniority; and
 - (ii) The Bursar, the Dean(s) and the Chaplain may retain their houses if they are entitled to a house by Seniority.
- 3.4** The lists of all eligible academic and non-academic Staff according to Seniority shall be maintained and updated by the College from time to time (January/July).
- 3.5** Notwithstanding the above, the Principal shall have the power to make out of turn allotments on medical grounds and/or to meet any

pressing need or purpose of the College, as maybe determined by the Principal.

- 3.6** Such out-of-turn allotments shall normally be no more than 50% of the houses in any category.

4. APPLICATION FOR ALLOTMENT

- 4.1** A Staff who seeks allotment of a house shall apply to the Principal in the form annexed to these Rules as **Annexure A**.

- 4.2** Whenever any house is likely to become available for occupation, a notification to this effect shall be issued by the College for information of the Staff and the Staff eligible for allotment, who have not already applied, may apply for allotment of a house within 15 days of the date of the notification. These applications together with those received earlier, shall be considered for allotment of available house(s). Applications, once made, can also be withdrawn by the Staff.

- 4.3** Applications, once received, shall hold good for the next three years.

5. ALLOTMENT OF COLLEGE PROPERTIES

- 5.1** The power to allot the College Properties under these Rules vests solely with the Principal. The Principal shall also have the discretion to retain College Properties for use by the College.

- 5.2** As and when a house is available for allotment, it will be offered to the senior most Staff who is eligible for allotment and who has applied for allotment, subject to Principal's discretion to make out-of-turn allotments and the discretion to retain College Properties for use by the College as provided under these Rules.

- 5.3** A Staff will be eligible for allotment of a house only from among the houses earmarked for his category.

- 5.4** An allotment order shall be issued by the Principal to each Allottee. Pursuant to such allotment order, a Staff to whom a house has been allotted shall convey his acceptance of the allotment in writing within seven working days of the receipt of the order of allotment. If an Allottee fails to accept the house allotted as above, the allotment made shall be cancelled. After a Staff accepts the allotment, the Principal shall issue him a letter of allotment.

- 5.5** The allocation of a house to a Staff shall be made by the College on an 'as is where is' basis. No request by an Allottee for change of the allotted house shall be entertained by the College after the Allottee has submitted the letter of acceptance.

- 5.6** The allotment shall be effective from the date of allotment as prescribed in the letter of allotment and shall continue as such unless it is cancelled or surrendered by the Allottee. Within 15 days of occupying a house, the Allottee shall be liable to submit a self-declaration form along with necessary proof to the Principal in the form prescribed in **Annexure B** to these Rules.
- 5.7** If an Allottee fails to occupy the allotted house within 30 days from the date of allotment as specified in the letter of allotment issued by the Principal, the allotment shall stand cancelled and he shall not be eligible for another allotment for a period of three years from the order of allotment.
- 5.8** A Staff who is on long leave (not exceeding 12 months) and is allotted a house and likewise a Staff who already has a house allotted in College and proceeds on long leave (not exceeding 12 months), shall have the option of either (i) keeping the house by paying licence fee along with all applicable charges and taxes during his leave of absence; or (ii) of allowing the College to allot his house to the next Staff eligible on the basis of Seniority during his leave of absence. However, in order to exercise option (i), such Staff will also be required to give an undertaking that he or his spouse will not accept any other official accommodation within a radius of 20 kms from college.
- 5.9** The Principal may cancel the existing allotment of a Staff and allot to him an alternative house, ordinarily of the same category, if the house in occupation of the Staff is required to be vacated.
- 5.10** If an allotment is made on a joint application by two members of the Staff and if one of the joint Allottees resigns from the service of the College then the allotted house shall be vacated by the joint Allottees and allotment of the house to the serving Staff may be made as per the Rules.
- 5.11** No Staff who is allotted a house will be allotted a servants' quarter, outhouse and/or a garage in addition.

6. CANCELLATION AND RETENTION OF ALLOTMENT

- 6.1** Any allotment shall be treated as cancelled in the following circumstances:
- (i) On the cessation of services of the Staff to whom a house has been allotted by the College;
 - (ii) Where an Allottee has taken leave for a period exceeding 12 months.

- (iii) If a house is not surrendered as required under Rules 2.6, 2.8 and 2.9, the allotment of the house provided by the College shall be deemed to have been cancelled on the expiry of such period as prescribed therein.
- (iv) If a Staff who has been allotted a house by the College under these Rules or the previous rules pertaining to allocation of College houses acquires residential accommodation or if his spouse or any other dependent relative acquires residential accommodation within a radius of 20 kms from college after these Rules come into effect.

6.2 In addition to the above, an allotment shall be cancelled in the following circumstances and the Allottee shall also be liable for disciplinary action if he:

- (a) sublets or unauthorizedly shares the allotted house or a portion thereof;
- (b) subjects the house to Improper Use;
- (c) conducts himself in a manner prejudicial to harmonious relations with his neighbours;
- (d) has furnished incorrect information during or after application for securing allotment;
- (e) continues to conduct any political meeting or demonstration despite one warning and/or restraint.

6.3 An allotted house may be permitted to be retained in the following cases subject to the maximum periods prescribed below:

- (a) **Termination of services** – 7 days;
- (b) **Retirement from service/completion of Re-employment** - 30 days;
- (c) **In the event of death** – 90 days – a further extension of 30 days may be permitted under exceptional circumstances, at the discretion of the Principal;
- (d) Vice-Principal, Bursar, Dean(s) and Chaplain ceasing to hold their position and not being eligible for a house by Seniority – 3 months – a further extension of 1 month may be permitted under exceptional circumstances.

The retention of a house by an Allottee beyond the permitted period as specified above would be considered to be unauthorized and he

would be liable to be evicted from the allotted house. In addition, he would also be liable to pay penal license fee at 30 times the usual standard license fee of the house allotted if such house is not vacated upon expiry of the permitted period as prescribed above.

- 6.4** All dues payable to an Allottee on termination, retirement or death will be settled after vacation of the allotted house and handing over of the house by the Allottee in satisfactory condition to the College.

7. PAYMENT OF LICENSE FEE AND OTHER CHARGES AND TAXES

7.1 A licence fee as calculated in accordance with the Notifications of the Directorate of Estates, Ministry of Urban Development, Government of India shall be payable for the use of the College Property either allotted under these Rules or the previous rules pertaining to allocation of College houses.

7.2 The Allottee shall bear charges for the maintenance of the garden, if any, attached to the allotted house; for furniture, additional services, if any, provided for electric appliances/installations/connections, water supply and care-taking in respect of the said premises as may be determined by the College from the date of commencement of the license up to the date of vacation of the allotted house by the Allottee upon the cancellation of this allotment. The use of water and electricity shall be charged as per actual consumption and at the prevalent rates, which may be revised from time to time in consonance with the rates charged by the service providers.

7.3 The liability for payment of license fee, charges and taxes, if any, shall commence from the date of allotment of the house. An Allottee shall pay the license fee and applicable charges regularly, at the rates fixed by the College from time to time along with payment of requisite taxes, if any, which amount shall be deducted by the Accounts Section of the College from the Emoluments of the Allottee.

7.4 An Allottee who has been placed under suspension or who has been permitted to retain the house during his period of leave shall be charged license fee at the rate prescribed by the College.

8. PERSONAL LIABILITY OF THE ALLOTTEE FOR PAYMENT OF LICENSE FEE

The Allottee shall be personally liable for payment of license fee (along with the applicable charges and taxes) for the house allotted to him and for any damage beyond normal wear and tear caused thereto or to the furniture, fixtures or fittings or services provided therein during the period for which the house has been and remains allotted to him or where the allotment

has been cancelled or is deemed to be cancelled under any of the provisions in these Rules, until the house along with the outhouse appurtenant thereto has been vacated and physical vacant possession thereof has been restored to the College.

9. MAINTENANCE OF COLLEGE PROPERTIES

Every person to whom a College Property has been allotted shall maintain the allotted premises in a clean and sanitary condition to the satisfaction of the College, Municipal and Health Authorities.

10. SUB-LETTING AND SHARING OF COLLEGE PROPERTIES

10.1 Sub-letting of the allotted house or a portion thereof by the Allottee to another person with or without any monetary or other consideration by such other person is not permitted.

10.2 No Allottee shall co-share any part of the allotted house with any other Staff or place anyone in the house in the name of security or otherwise without the prior written permission of the Principal.

11. NOTICE FOR VACATION OF COLLEGE PROPERTIES

An Allottee shall give notice of his vacating the house on leaving the College in writing to the Principal of the College at least 15 days in advance. If he fails to do so, the Allottee shall be responsible for payment of licence fee and applicable charges and taxes for the number of days by which the notice given falls short of 15 days.

12. PERMITTED USE OF THE COLLEGE PROPERTIES

12.1 An Allottee shall use the house strictly for the purpose of residing of self and his Family alone and shall maintain the house and the compound in a clean and hygienic condition.

12.2 No Allottee and/or any occupant of the allotted house is permitted under any circumstances to carry out any commercial activity from the allotted premises. If the Allottee and/or the occupant is found conducting any commercial activity from the allotted premises at any point in time, it will be treated as misconduct on the part of the Allottee and the allotment of house will be liable to be cancelled. In addition to this, the essential services shall be disconnected forthwith and such Allottee shall be liable to be evicted immediately.

13. ADDITIONS, ALTERATIONS AND DAMAGE TO THE COLLEGE PROPERTIES

- 13.1** An Allottee shall not make any addition or alteration to the allotted house or make any unauthorized construction or tamper with fittings or electrical installations or make extensions to the electricity or water supply connections/lines and sanitary fittings or other fixtures in the allotted house without the specific prior written permission of the Principal. Expenditure incurred on any permitted additions or alterations in the said house shall be borne solely by the Allottee. Any addition or alteration made without prior written permission shall be liable to be removed forthwith at the cost of the Allottee.
- 13.2** An Allottee shall be personally responsible for any loss or damage beyond normal wear and tear in any part or whole of the allotted house or of any fixtures, sanitary fittings, electrical installations, furniture, fencing etc. provided in the allotted house or theft of any of these items during the period of his occupation of the allotted house. The decision of the Principal would be final and binding as to whether any damage is caused to the house and the amount of compensation to make good such damages.
- 13.3** Disciplinary action may be taken against such Allottee for failure to observe these Rules and the cost of restoration/repairs/replacement shall be recovered from him in addition to any such other penalties as deemed fit by the Principal.
- 13.4** Costs and expenses incurred by the College to repair the damage caused to the allotted house and/or for replacement of any fixtures, sanitary fittings, electrical installations, furniture, fencing etc. provided therein due to Improper Use/misuse in any manner whatsoever shall be deducted from the salary of such Allottee.
- 14.** No political meeting or demonstration of any kind shall be conducted in or around the premises of any allotted College Property. If such meeting or demonstration continues despite warnings and restraints by the College authorities, the allotment shall be cancelled and in addition, the Allottee shall also be liable for disciplinary action and the Allottee shall be liable to be evicted forthwith.
- 15.** Encroachment on common areas on the College campus by the Allottees is strictly prohibited. Accordingly, drying of clothes/washing, laying out of household material (including cots and furniture) and/or parking of unregistered vehicles in the common areas of the campus is not permitted. Common areas like the children's park, lawns and parking areas (unless specifically allotted to any individual) may not be used by any such

individual without the express, written permission of the Principal. Any such material/vehicle found in the common areas will be impounded and disposed off.

16. The College shall in every case reserve the right to enter upon the allotted house at such times as it deems proper for inspection, repairs and other purposes as it may think proper and after giving a prior notice.
17. An Allottee shall allow the maintenance Staff and/or representatives of the College or the workers of authorized Contractors to have access to the allotted house at all reasonable hours to inspect the building, water, sanitary or electrical installations and fixtures and furniture to carry out such repairs etc.
18. The Allottee shall not use the house allotted to him in a manner so as to be a source of annoyance or nuisance to the neighbourhood.
19. A Staff who is allotted a house, while in possession of that house, will not accept or hold another official accommodation allotted to him or to his spouse in the within a radius of 20 kms from college.
20. An Allottee on occupation and on vacation of the house shall sign an inventory of fittings and/or furniture in the house. Such an inventory shall be prepared and signed by the Estate Officer on behalf of the College.
21. Upon cancellation of the allotment, the Allottee shall be bound to surrender the allotted house in the good order and condition as received by him at the time of entering occupation of the house, reasonable wear and tear excepted, failing which the Allottee shall be charged a penal license fee at 30 times of usual license fee in addition to the standard license fee accruing on the allotted house.
22. On cancellation of Allotment, the Allottee shall handover peaceful and vacant possession of the allotted house, failing which, the College will be entitled to evict the Allottee by process of law and will also have the right to recover loss and/or damages from the Allottee for unauthorized use and occupation of the said house from the date of expiry of the notice of cancellation till vacant possession is recovered by the College.

23. BREACH OF RULES

If an Allottee sublets or unauthorizedly shares the allotted house or erects any unauthorized structure in any part of the allotted house and/or the premises or uses the house or any portion thereof or permits the same to be used for any purposes other than what is stated under Rule 12 or makes Improper Use thereof or commits any other breach of these Rules or of the terms and conditions of the allotment or uses the house or premises or permits or suffers the house or premises to be used for any

other purposes, which the Principal considers to be improper or conducts himself in a manner which in the opinion of the Principal is prejudicial to the maintenance of harmonious relations with the Allottee's neighbours or peace on the College premises or if the Allottee has knowingly furnished incorrect information in any application or written statement with a view to securing his allotment, the Principal may without prejudice to any other disciplinary action that may be taken against the Allottee :-

- (i) cancel the allotment of house and require the Allottee to vacate the house;
- (ii) declare the Staff ineligible for any fresh allotment of a house for the remaining period of such Staff's service.
- (iii) Any Staff violating these Rules will be liable for disciplinary action.

Without prejudice to the aforesaid actions that may be taken against such Allottee, he shall also be liable to pay 30 times the applicable license fee.

24. POWER TO AMEND THE RULES AND ISSUE REGULATIONS AND ORDERS

The College may amend these Rules as and when the need arises with the approval of the Governing Body. The College may also issue further regulations and orders laying down the principles governing the allotment and/or use of the College Property or for any other purpose giving effect to these Rules.

25. CONTINUANCE OF ALLOTMENT MADE PRIOR TO THE ISSUE OF THESE RULES

These Rules shall come into effect on the date of approval by the Governing Body. All allotments of houses which have been made before the commencement of these Rules, shall be governed by these Rules, specifically Rules 6 to 27 of these Rules. These Rules shall apply to all re-allocation of College Properties when new accommodation is made available by the College

26. INTERPRETATION OF THESE RULES

If any question as to the interpretation of these Rules arises, the decision of the Principal shall be final in this regard.

27. RELAXATION OF RULES

The Principal may relax these Rules for special reasons to be recorded in writing and informed to the Governing Body in the interest of the College in case of any Staff or a house.

(B) RULES FOR THE ALLOCATION, MAINTENANCE AND USE OF COLLEGE PROPERTY BUILT WITH UGC ASSISTANCE

1. DEFINITIONS

In these Rules, unless the context otherwise requires, following definitions shall prevail:

1.1 “Family” for purposes of these Rules shall include only wife, husband, children, parents, brothers and sisters residing with the Staff of the College.

1.2 “Salary” for purposes of determining eligibility for a class of residence shall include Basic Pay and Non-Practising Allowance only.

Note: The definitions provided in the Rules for the Allocation, Maintenance and Use of College Property built using Trust Funds shall apply to these Rules, save and except the definitions specifically provided herein.

2. ELIGIBILITY

2.1 The allotment of a house shall ordinarily be made only to a permanent and whole-time Staff of the College.

2.2 No College Property shall be allotted to a Staff already owning residential accommodation within a radius of 10 kms. from the College.

2.3 A Staff owning residential accommodation within a radius of 10 kms. from the College and who is already in occupation of a house allotted by the College would continue to occupy the house already allotted to him subject to the Staff complying with Rules 6 to 26 of these Rules.

2.4 A Staff, who on any date after submitting his application for allotment or having been allotted a house by the College (whether under these Rules or the previous rules pertaining to allocation of College houses), acquires residential accommodation within a radius of 10 kms. from the College shall notify this fact to the Principal in writing within thirty days of any such acquisition of the residential accommodation. In the event of the Staff's failure to do so, the Principal may reject the application for allotment or cancel such allotment if granted and require such Staff to vacate the house allotted forthwith.

Eligibility of husband and wife:

- 2.5** No Staff shall be allotted a house under these Rules, if the spouse of such Staff has already been allotted a house in the College unless such house is vacated simultaneously.

Provided that this Rule shall not apply where the husband and wife are residing separately in pursuance of an order of judicial separation made by a Court.

- 2.6** Where two members of the Staff, both in occupation of separate houses allotted to them, marry each other, they shall within one month of the marriage surrender any one of the houses allotted to them 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, as may be decided by the Principal, shall be cancelled on the expiry of such period of one month.

- 2.7** The entitlement of the husband and wife to allotment of a house under these Rules shall be considered independently, subject to the enforcement of provision of Rule 2.5.

- 2.8** Notwithstanding the above, if the spouse of an Allottee under these Rules, is subsequently allotted a residential accommodation from the Government or any organization, the Allottee or his spouse shall surrender any one of the houses within one month of such allotment.

Provided that this Rule shall not apply where the husband and wife are residing separately in pursuance of an order of judicial separation made by a Court.

- 2.9** Where a Staff of the College, who has been allotted a house under these Rules, marries a Government employee in occupation of a Government allotment, any one of them shall surrender any one of the houses within one month of such marriage.

Additional eligibility criteria:

- 2.10** No Staff under suspension or under any disciplinary case where investigations may be in progress shall be eligible to apply for allotment of a house. Any Staff who has been found guilty of serious misconduct will forfeit his right to allotment of a house for a period of five years from the date of he being held guilty.

3. SENIORITY

- 3.1** The allotment of a house will be made in the order of Seniority subject to the exceptions provided under these Rules. Separate Seniority lists shall be drawn for the academic and non-academic Staff.
- 3.2** The Seniority amongst Staff shall be determined in the following manner:
- (i) By the length of continuous service in the College.
 - (ii) In case of members of the Staff joining on the same date, their inter-se-seniority shall be reckoned on the basis of their pay.
 - (iii) In case the members of the Staff are receiving the same pay, then their age/date of birth shall act as the determining factor.
- 3.3** Notwithstanding the above, the Principal, Vice-Principal, Dean(s) and Bursar may be allotted a house otherwise for the period for which they hold that position. On ceasing to hold those positions:
- (i) The Principal and the Vice-Principal will surrender the house earmarked for those positions and then will be entitled to allotment on the basis of Seniority; and
 - (ii) The Dean(s) and the Bursar, if regular academic Staff of the College, may retain their houses if they are entitled to a house by Seniority.
- 3.4** The lists of all eligible academic and non-academic Staff according to seniority shall be maintained and updated by the College from time to time (January/July).
- 3.5** Notwithstanding the above, the Principal shall have the power to make out-of-turn allotments on medical grounds and/or to meet any pressing need or purpose of the College, as may be determined by the Principal.
- 3.6** Such out-of-turn allotments shall normally be no more than 50% of the houses in any category.

4. APPLICATION FOR ALLOTMENT

- 4.1** A Staff who seeks allotment of a house shall apply to the Principal in the form annexed to these Rules as **Annexure C**.
- 4.2** Whenever any house is likely to become available for occupation, a notification to this effect shall be issued by the College for

information of the Staff and the Staff eligible for allotment, who have not already applied, may apply for allotment of a house within 15 days of the date of the notification. These applications together with those received earlier, shall be considered for allotment of available house(s). Applications, once made, can also be withdrawn by the Staff.

4.3 Applications, once received, shall hold good for the next three years.

5. ALLOTMENT OF COLLEGE PROPERTIES

5.1 The power to allot the College Properties under these Rules vests solely with the Principal. The Principal shall have the discretion to retain College Properties for use by the College.

5.2 As and when a house is available for allotment, it will be offered to the senior most Staff who is eligible for allotment and who has applied for allotment, subject to Principal's discretion to make out-of-turn allotments and the discretion to retain College Properties for use by the College as provided under these Rules.

5.3 A Staff will be eligible for allotment of a house only from among the houses earmarked for his category.

5.4 An allotment order shall be issued by the Principal to each allottee. Pursuant to such allotment order, a Staff to whom a house has been allotted shall convey his acceptance of the allotment in writing within ten working days of the receipt of the order of allotment. If an Allottee fails to accept the house allotted as above, the allotment made shall be cancelled. After a Staff accepts the allotment, the Principal shall issue him a letter of allotment.

5.5 In case there is no member of the Staff eligible for the allotment of a house which is available for allotment, temporary allotment of the house may be made to the member of the next higher or lower category.

5.6 The allocation of a house to a Staff shall be made by the College on an 'as is where is' basis. No request by an Allottee for change of the allotted house shall be entertained by the College after the Allottee has submitted the letter of acceptance.

5.7 The allotment shall be effective from the date of occupation by an Allottee or from the 11th day from the date of allotment as prescribed in the letter of allotment, whichever is earlier, and shall continue as such unless it is cancelled or surrendered by the Allottee. Within 15 days of occupying a house, the Allottee shall be liable to submit a

self-declaration form alongwith necessary proof to the Principal in the form prescribed in **Annexure D** to these Rules.

- 5.8** If an Allottee fails to occupy the allotted house within 30 days from the date of allotment as specified in the letter of allotment issued by the Principal, the allotment shall stand cancelled and he shall not be eligible for another allotment for a period of six months from the order of allotment.
- 5.9** A Staff who is on long leave (not exceeding 12 months) and is allotted a house and likewise a Staff who already has a house allotted in College and proceeds on long leave (not exceeding 12 months), shall have the option of either (i) keeping the house by paying licence fee along with all applicable charges and taxes during his leave of absence; or (ii) of allowing the College to allot his house to the next Staff eligible on the basis of Seniority during his leave of absence. However, in order to exercise option (i), such Staff will also be required to give an undertaking that he or his spouse will not accept any other official accommodation within a radius of 10 kms. from the College.
- 5.10** The Principal may cancel the existing allotment of a Staff and allot to him an alternative house, ordinarily of the same category, if the house in occupation of the Staff is required to be vacated.
- 5.11** If an allotment is made on a joint application by two members of the Staff and if one of the joint Allottees resigns from the service of the College then the allotted house shall be vacated by the joint Allottees and allotment of the house to the serving Staff may be made as per the Rules.
- 5.12** No Staff who is allotted a house will be allotted a servant's quarter, outhouses and/or a garage in addition.

6. CANCELLATION AND RETENTION OF ALLOTMENT

- 6.1** Any allotment shall be treated as cancelled in the following circumstances:
- (i) On the cessation of services of the Staff to whom a house has been allotted by the College;
 - (ii) Where an Allottee has taken leave for a period exceeding 12 months.

Provided that a member of the Staff who goes on leave for a period exceeding 12 months may be permitted by the Principal to retain the house for the use of his spouse, children,

parents, brothers or sisters residing with him and wholly dependent upon him.

- (iii) If a house is not surrendered as required under Rules 2.6, 2.8 and 2.9, the allotment of the house provided by the College shall be deemed to have been cancelled on the expiry of such period as prescribed therein.
- (iv) If a Staff who has been allotted a house by the College under these Rules or the previous rules pertaining to allocation of College houses acquires residential accommodation or if his spouse or any other dependent relative acquires residential accommodation within a radius of 10 kms. from the College after these Rules come into effect.

6.2 In addition to the above, an allotment shall be cancelled in the following circumstances and the Allottee shall also be liable for disciplinary action if he:

- (a) sublets or unauthorizedly shares the allotted house or a portion thereof;
- (b) subjects the house to Improper Use;
- (c) conducts himself in a manner prejudicial to harmonious relations with his neighbours;
- (d) has furnished incorrect information for securing allotment;
- (e) continues to conduct any political meeting or demonstration despite one warning and/or restraint.

6.3 An allotted house may be permitted to be retained in the following cases subject to the maximum periods prescribed below:

- (a) **Termination of services** – 3 months - a further extension of 3 months may be permitted under exceptional circumstances;
- (b) **Retirement from service/completion of re-employment** - 3 months - a further extension of 3 months may be permitted under exceptional circumstances;
- (c) **In the event of death** – 3 months – a further extension of 6 months may be permitted under exceptional circumstances;
- (d) **Deputation with Govt. or Foreign service or Extra-Ordinary Leave (Leave and Lien)** – Period of leave granted by the Governing Body of the College;

- (e) Vice-Principal, Dean(s) and Bursar ceasing to hold their position and not being eligible for a house by seniority – 3 months – a further extension of 1 month may be permitted under exceptional circumstances.

The retention of a house by an Allottee beyond the permitted period as specified above would be considered to be unauthorized and he would be liable to be evicted from the allotted house. In addition, he would also be liable to pay penal license fee at 10 times the usual standard license fee of the house allotted and such penal license fee would be enhanced to 20 times if such house is not vacated upon expiry of a period of 12 months after expiry of the permitted period as prescribed above.

- 6.4** All dues payable to a Staff on termination, retirement or death will be settled after vacation of the allotted house and handing over of the house in satisfactory condition by the Allottee to the College.

7. PAYMENT OF LICENSE FEE AND OTHER CHARGES AND TAXES

- 7.1** A licence fee as calculated in accordance with the Notifications of the Directorate of Estates, Ministry of Urban Development, Government of India shall be payable for the use of the College Property either allotted under these Rules or the previous rules pertaining to allocation of College houses.
- 7.2** The Allottee shall bear charges for the maintenance of the garden, if any, attached to the allotted house; for furniture, additional services, if any, provided for electric appliances/installations/connections, water supply and care-taking in respect of the said premises as may be determined by the College from the date of commencement of the license up to the date of vacation of the allotted house by the Allottee upon the cancellation of this allotment. The use of water and electricity shall be charged as per actual consumption and at the prevalent rates, which may be revised from time to time in consonance with the rates charged by the service providers.
- 7.3** The liability for payment of license fee, charges and taxes, if any, shall commence from the date of as specified in Rule 5.7. An Allottee shall pay the license fee and applicable charges regularly, at the rates fixed by the College from time to time alongwith payment of requisite taxes, if any, which amount shall be deducted by the Accounts Section of the College from the Emoluments of the Allottee.
- 7.4** An Allottee who has been placed under suspension or who has been permitted to retain the house during his period of leave shall be charged license fee at the rate prescribed by the College.

8. PERSONAL LIABILITY OF THE ALLOTTEE FOR PAYMENT OF LICENSE FEE

The Allottee shall be personally liable for payment of license fee (alongwith the applicable charges and taxes) for the house allotted to him and for any damage beyond normal wear and tear caused thereto or to the furniture, fixtures or fittings or services provided therein during the period for which the house has been and remains allotted to him or where the allotment has been cancelled or is deemed to be cancelled under any of the provisions in these Rules, until the house alongwith the outhouse appurtenant thereto has been vacated and physical vacant possession thereof has been restored to the College.

9. MAINTENANCE OF COLLEGE PROPERTIES

Every person to whom a College Property has been allotted shall maintain the allotted premises in a clean and sanitary condition to the satisfaction of the College, Municipal and Health Authorities.

10. SUB-LETTING AND SHARING OF COLLEGE PROPERTIES

10.1 Sub-letting of the allotted house or a portion thereof is not permitted.

10.2 No Allottee shall co-share any part of the allotted house with any other Staff or place anyone in the house in the name of security or otherwise without the prior written permission of the Principal.

11. NOTICE FOR VACATION OF COLLEGE PROPERTIES

An Allottee shall give notice of his vacating the house on leaving the College in writing to the Principal of the College at least 10 days in advance. If he fails to do so, the Allottee shall be responsible for payment of licence fee and applicable charges and taxes for the number of days by which the notice given falls short of 10 days.

12. PERMITTED USE OF THE COLLEGE PROPERTIES

12.1 An Allottee shall use the house strictly for the purpose of residing of self and his Family alone and shall maintain the house and the compound in a clean and hygienic condition.

12.2 No Allottee and/or any occupant of the allotted house is permitted under any circumstances to carry out any commercial activity from the allotted premises. If the Allottee and/or the occupant is found conducting any commercial activity from the allotted house at any point in time it will be treated as misconduct on the part of the Allottee and the allotment of the house will be liable to be cancelled.

In addition to this, the essential services shall be disconnected forthwith and such Allottee shall be liable to be evicted immediately.

13. ADDITIONS, ALTERATIONS AND DAMAGE TO THE COLLEGE PROPERTIES

- 13.1** An Allottee shall not make any addition or alteration to the allotted house, or make any unauthorized construction or tamper with fittings or electrical installations or make extensions to the electric or water supply connections/lines and sanitary fittings or other fixtures in the allotted house allotted without the specific prior written permission of the Principal. Expenditure incurred on any permitted additions or alterations in the said house shall be borne solely by the Allottee. Any addition or alteration made without prior permission shall be liable to be removed forthwith at the cost of the Allottee.
- 13.2** An Allottee shall be personally responsible for any loss or damage beyond normal wear and tear in any part or whole of the allotted house or of any fixtures, sanitary fittings, electrical installations, furniture, fencing etc. provided in the allotted house or theft of any of these items during the period of his occupation of the house. The decision of the Principal would be final and binding as to whether any damage is caused to the house and the amount of compensation to make good such damages.
- 13.3** Disciplinary action may be taken against such Allottee for failure to observe these Rules and the cost of restoration/repairs/replacement shall be recovered from him in addition to any such other penalties as deemed fit by the Principal.
- 13.4** Costs and expenses incurred by the College to repair the damage caused to the allotted house and/or for replacement of any fixtures, sanitary fittings, electrical installations, furniture, fencing etc. provided therein due to Improper Use/misuse in any manner whatsoever shall be deducted from the salary of such Allottee.
- 14.** No political meeting or demonstration of any kind shall be conducted in or around the premises of any allotted College Property. If such meeting or demonstration continues despite warnings and restraints by the College authorities, the allotment shall be cancelled and in addition, the Allottee shall also be liable for disciplinary action and the Allottee shall be liable to be evicted forthwith.
- 15.** As and when possible, the College will try to provide a covered car parking area for each allotted house. Any space occupied by an Allottee in excess

of the area allotted for car parking will have to be approved at the discretion of the Principal and paid for at the rates determined in accordance with these Rules.

- 16.** The Allottees shall park their vehicles within their own allotted premises.
- 17.** Encroachment on the common areas of the College campus by the Allottees is strictly prohibited. Accordingly, drying of clothes/washing, laying out of household material (including cots and furniture) and/or parking of unregistered vehicles in the common areas of the campus is not permitted. Common areas like the children's park, lawns and parking areas (unless specifically allotted to any individual) may not be used by any such individual without the express, written permission of the Principal. Any such material/vehicle found in the common areas will be impounded and disposed off.
- 18.** The College shall in every case reserve the right to enter upon the allotted house at all reasonable times for inspection, repairs and other purposes as it may think proper and after giving a prior notice.
- 19.** An Allottee shall allow the maintenance Staff and/or representatives of the College or the workers of authorized Contractors to have access to the allotted house at all reasonable hours to inspect the building, water, sanitary or electrical installations and fixtures - and furniture to carry out such repairs etc.
- 20.** The Allottee shall not use the house allotted to him in a manner so as to be a source of annoyance or nuisance to the neighbourhood.
- 21.** A Staff who is allotted a house, while in possession of that house, will not accept or hold another official accommodation allotted to him or to his spouse within a radius of 10 kms. from the College.
- 22.** An Allottee on occupation and on vacation of the house shall sign an inventory of fittings and/or furniture in the house. Such an inventory shall be prepared and signed by the Estate Officer on behalf of the College.
- 23.** Upon cancellation of the allotment, the Allottee shall be bound to surrender the allotted house in the good order and condition as received by him at the time of entering occupation of the house, reasonable wear and tear excepted, failing which the Allottee shall be charged a penal license fee at 10 times of usual license fee in addition to the standard license fee accruing on the allotted house.
- 24.** On cancellation of allotment, the Allottee shall hand over peaceful and vacant possession of the allotted house, failing which the College will be entitled to evict the Allottee by process of law and will also have the right to recover loss and/or damages from the Allottee for unauthorized use and

occupation of the said house from the date of expiry of the notice of cancellation till vacant possession is recovered by the College.

25. BREACH OF RULES

If an Allottee sublets or unauthorizedly shares the house or erects any unauthorized structure in any part of the allotted house and/or the premises or uses the house or any portion thereof or permits the same to be used for any purposes other than what is stated under Rule 12 or makes Improper Use thereof or commits any other breach of these Rules or of the terms and conditions of the allotment or uses the house or premises or permits or suffers the house or premises to be used for any other purposes, which the Principal considers to be improper or conducts himself in a manner which in the opinion of the Principal is prejudicial to the maintenance of harmonious relations with the Allottee's neighbours or peace on the College premises or if the Allottee has knowingly furnished incorrect information in any application or written statement with a view to securing his allotment, the Principal may without prejudice to any other disciplinary action that may be taken against the Allottee :-

- (i) Cancel the allotment of house and require the Allottee to vacate the house;
- (ii) Declare the Staff ineligible for any fresh allotment of a house for a period of three years.
- (iii) Any Staff violating these Rules will be liable for disciplinary action.

Without prejudice to the aforesaid actions that may be taken against such Allottee, he shall also be liable to pay 10 times the applicable license fee.

- 26.** Where action to cancel the allotment is taken by the College on account of unauthorised subletting of the house by the Allottee; a period of sixty days shall be allowed to the Allottee and other person residing with him therein to vacate the house. The allotment shall be cancelled with effect from the date of vacation of the house or expiry of the period of sixty days from the date of the orders for the cancellation of the allotment, whichever is earlier.

27. POWER TO AMEND THE RULES AND ISSUE REGULATIONS AND ORDERS

The College may amend these Rules as and when the need arises with the approval of the Governing Body. The College may also issue further regulations and orders laying down the principles governing the allotment and/or use of the College Property, or for any other purpose giving effect to these Rules.

28. CONTINUANCE OF ALLOTMENT MADE PRIOR TO THE ISSUE OF THESE RULES

These Rules shall come into effect on the date of approval by the Governing Body of St. Stephen's College. All allotments of houses which have been made before the commencement of these Rules shall be governed by these Rules, specifically Rules 6 to 30 of these Rules. These Rules shall apply to all re-allocation of College Properties when new accommodation is made available by the College.

29. INTERPRETATION OF THESE RULES

If any question as to the interpretation of these Rules arises, the decision of the Principal shall be final in this regard.

30. RELAXATION OF RULES

The Principal may relax these Rules for special reasons to be recorded in writing and informed to the Governing Body in the interest of the College in case of any Staff or a house.
