



GOVERNMENT OF INDIA  
MINISTRY OF HEALTH & FAMILY WELFARE

HOUSE ALLOTMENT RULES

PART I  
GENERAL

**1. Short title and commencement.—**

- (1) These rules may be called the All India Institute of Medical Sciences Residential Accommodation Rules, 2021.
- (2) They shall come into force on the date of their publication in the Official notification issued by officer so authorized by Director, AIIMS Rishikesh.

**2. Definitions.—**In these rules, unless the context otherwise requires,—

- (a) “allotment” means the grant of a license to occupy a residential accommodation in accordance with the provisions of these rules and include allotment by Automated System of Allotment (ASA) or by manual system of allotment;
- (b) “allotment of garage” means the grant of a license to occupy a garage in accordance with the provisions of these rules;
- (c) “damages” means a compensation to be levied in multiples of license fee in the event of unauthorised occupation or subletting or misuse of whole or any part of accommodation or garages by the occupant of the accommodation or garages;
- (d) Estate officer means the officer nominated/ authorized by the Director, AIIMS for making any correspondences on behalf of Institute on all related matter of estate.
- (e) “Director” means the Directors of All India Institute of Medical Sciences Rishikesh.
- (f) “eligible type of accommodation” in relation to an officer means the type of accommodation to which he is eligible under these rules;
- (g) “Employee” means an employee of the AIIMS whose salary is drawn from the fund of AIIMS Rishikesh.
- (h) “family” means the wife or husband of allottee, as the case may be, and children, step children, legally adopted children, parents, brothers or sisters as ordinarily reside with and are dependent on the allottee;
- (i) “guest” means a casual visitor staying temporarily with the allottee;
- (j) “own house” means a building or part thereof meant for residential purposes and owned by the allottee or by any member of his family;
- (k) “immediate relations” mean relationship such as Grandfather, Grandmother, Grandsons, Granddaughters, Father-in-law, Mother-in-law, Son-in-law, Daughter-in-law and include relationship established by legal adoption;
- (l) “license fee” means a fee payable monthly in respect of the accommodation allotted under these rules;
- (m) “municipality” includes a municipal corporation, a municipal committee, board or municipal council, a town area committee, a notified area committee, a Cantonment

Board;

- (n) “municipal limit” means city or town limit 'us declared by the concerned State or Union territory Government;
- (o) “misuse”, in relation to an allotment, means an accommodation or a servant quarter or a garage being used by allotted himself or by his family members or immediate relations staying with him for the purpose other than the purposes provided under these rules;
- (p) “Residential accommodation” means a covered structure or part thereof whether permanent or semi- permanent or temporary, which has at least a living room and a lavatory with or without kitchen;
- (q) “Special license fee” means a license fee charged from allottees for short period or temporary allotment of accommodation or charged from other ineligible offices or organisation for allotment of accommodation on special purpose.
- (r) “Subletting” means letting out of a general pool residential accommodation partly or wholly by an allottee to any person outside allottee’s family and immediate relations.
- (s) “Surrender of accommodation,” means vacation of accommodation after physical occupation of the accommodation by the allottee on his own volition during the allotment period;
- (t) “Temporary transfer” means a transfer of allottee to another place, which involves an absence for a period not exceeding four months from the place where the accommodation is allotted;
- (u) “transfer” means a transfer from the present working place where the accommodation is allotted to any other working place or from an eligible office to ineligible office and includes a transfer or reversion to service under a State Government or a Union territory administration and include deputation to a post in an ineligible office or organization.

### **3. Classification of accommodation in different pools:-**

- A.** The allotment of residences in the Institute has been divided into the following pool:
  - (i) General Pool :-** Each and every employee who wish to allotment of quarters has to apply in general pool with an application.(as per format)
  - (ii) Hospital Emergency/Contractual Faculty Pool (including Ladies Pool): -** In this pool, accommodation will be allotted after evaluation of the emergency by the Competent Authority.
  - (iii) Deputation /Earmarked Pool: -** The employ selected on deputation basis will apply under this pool. Also, few flat shall also be earmarked for Senior Official/Contractual faculty of the Institute under this pool.
  - (iv) Exigency Services Pool: -** In this pool some quarters shall be allotted/ kept reserve for the staff required for exigency services as defined by the Competent Authority from time to time.
  - (v) Compassion Pool: -** In this pool, quarter shall be allotted to the employee as decided by the competent authority which on need basis for running of hospital smoothly.

**B.** The following quota system for allotment of residences of different pool shall be applicable:-

- a. General Pool** - **50%**
- b. Hospital Emergency Pool/ Contractual Faculty (including Ladies Pool)** - **30%**
- c. Deputation/ Earmarked Pool** - **10%**
- d. Exigency Services Pool** - **5%**
- e. Compassion Pool** - **5%**

**C.** The employee of the AIIMS Rishikesh has been categorized in various pools for allotment of residences in the Institute.

<b>Sr. No.</b>	<b>Type of Pool</b>	<b>Eligible Posts</b>
1	General Pool	All faculty, officers & staff (including Ladies Pool)
2	Hospital Emergency/ Contractual Faculty Pool	All Doctors/ Nursing & other similar Staff posted in clinical discipline/ On-call Duty, (including Ladies Pool)
3	Deputation/ Earmarked Pool	Posts like FA, DDA, MS, SE, SAO, PRO, Registrar, Executive Engineer, (Civil, Electrical and AC&R) etc. as defined by the Competent Authority/Director from time to time.
4	Exigency Services Pool	To be defined by Competent Authority from time to time among the Technician of hospitals, Sanitation, Administrative exigency, Engineering etc.
5	Compassion Pool	Visiting Faculty & any other employee as defined by the Competent Authority from time to time.

#### **4. Power to make allotment:**

The Allotment of residences shall be made by the Estate Officer, AIIMS hereinafter referred to as 'The Estate Officer' after approval of Competent Authority. The Director may constitute an Accommodation Advisory Committee to assist or advise in all matters relating to allotment of accommodation.

#### **5. Entitlement for types of accommodation.—**

- (1) Save as otherwise provided in these rules an applicant shall be eligible for allotment of residence of the type as shown in the column (1) as per the level in the pay matrix specified in the corresponding column (3), in the table below:-

**TABLE I**

<b>Type of Residences</b>	<b>Level in the pay matrix</b>
<b>(1)</b>	<b>(2)</b>
<b>I</b>	<b>1</b>
<b>II</b>	<b>2,3,4,5</b>
<b>III</b>	<b>6,7,8, 9</b>

<b>IV</b>	<b>10,11 &amp; 12</b>
<b>VA [D II]</b>	<b>13 &amp; 13A</b>
<b>V-B [D I]</b>	<b>13 &amp; 13A</b>
<b>VI A [C II]</b>	<b>14 &amp; 15</b>

- (2) The calculation of date of priority and preparation of waiting lists for different types of accommodations shall be as under:
- a. The date of priority in respect of type I to VI flats shall be determined on the basis of the date from which the applicant has been continuously eligible for the type of accommodation as per the level of the applicant in the pay matrix based on the service rendered at AIIMS Rishikesh not by date of joining in a junior pay scale.
  - b. The inter-se seniority for the all types of flats/accommodations shall be considered on the basis of the following factors, namely.-
    - (i) where the priority date of two or more applicants is the same, the applicant having a higher level pay in the level shall be senior in the waiting list;
    - (ii) where the date of priority and the pay in the level of two or more applicants are the same, the applicant who has joined the AIIMS Rishikesh earlier shall be senior in the waiting list; and
    - (iii) where the date of priority, pay in the level and the date of joining the AIIMS Rishikesh of two or more applicants are the same, the applicant retiring earlier may be accorded priority over the applicant retiring later.
  - c. Provided that an applicant under these categories shall be allowed to opt for one type lower accommodation than the type eligible for such.
- (3) Non Practicing Allowance or any other such component of pay shall not be considered for the purposes of determining the inter se seniority in the waiting list.
- (4) The Personal Pay shall not be considered for the purposes of determining the inter-se seniority in the waiting list

## **PART II**

### **ALLOTMENT PROCEDURE**

#### **6. Application for accommodation**

- (i) Every employee on joining duty in AIIMS Rishikesh on his first appointment may make an application online or manually to the Estate Office under AIIMS Rishikesh (wherever applicable) for allotment of accommodation to which he is eligible under these rules and the entitled type of accommodation shall be offered as per the priority in accordance with these rules having regard to the allottee's preference:  
Provided that no application shall be entertained for accommodation within six months of the date of superannuation.
- (ii) All the houses falling vacant during the month i.e. till 30<sup>th</sup>/31<sup>st</sup> of the month would be displayed category-wise in Estate Office or on the website of Institute for the allotment in subsequent months. No addition in this list would be made during 1<sup>st</sup> to 9<sup>th</sup> of the month. In other words, the list of vacant houses available for the allotment will remain frozen during this period i.e. 1<sup>st</sup> to 9<sup>th</sup> of the month.
- (iii) Applicants should be able to revise/modify their choices/preferences for houses any

time after the last allotment and before the next allotment i.e. between 11<sup>th</sup> of the month to the 9<sup>th</sup> of the subsequent month, 10<sup>th</sup> day being the day of the allotment in each month.

- (iv) The applicant shall furnish various particulars in form specified by the Estate department which shall be verified by the applicant and in case of any discrepancy in the application or furnishing of incorrect information in the application, the applicant shall be liable for furnishing of incorrect information and disciplinary action shall be taken against them including cancellation of allotment of accommodation if allotment was made based on incorrect information.

#### **7. Preparation of waiting lists for various types of accommodation.—**

- (a) A unified waiting list for General & Emergency pool shall be prepared for each type of accommodation.
- (b) A unified waiting list shall have names of the applicants applied for initial as well as for change of accommodation and shall be prepared as per entitlement for a type of accommodation,
- (c) The names of applicants entitled for Type V and above accommodation shall be included in all unified waiting lists of below types of accommodation for which they are eligible.
- (d) The names of applicants entitled for Types II, III, IV and IV(S) accommodation shall be included in all unified waiting lists of one type below accommodation for which they are eligible.

#### **8. Deletion of names of non-serious applicants from unified waiting lists.—**

The names of applicants, who have neither updated their personal data nor opted for any accommodation during the last one year, shall be automatically deleted from the unified waiting list:

Provided that the applicant whose name is deleted may get his name activated again by filing prescribed form online and such applicant shall be considered in the unified waiting list of the respective type of accommodation.

#### **9. Offer of allotment of accommodation.—**

- (1) Save as otherwise provided in these rules, accommodation falling vacant in all types accommodation will be allotted by the Estate office by automated system of allotment to the applicant applying for initial allotment or for change of accommodation from the unified waiting list for that type of accommodation under these rules with approval of Competent Authority/Director.
- (2) The Estate officer with the approval of Director may, in emergent circumstances where the accommodation in occupation of the allottee is required to be vacated, allot him an alternate accommodation of the same type of accommodation or the type next below the type of accommodation in occupation of the allottee, subject to availability.

#### **10. Period for which allotment subsists.—**

An allotment shall be effective from the date on which it is accepted by the allottee and

shall continue till in the service of AIIMS Rishikesh or in force until:

- (a) the expiry of the concessional period permissible under these rules after the allottee ceases to be on duty in an eligible office;
- (b) it is cancelled by the Estate officer or is deemed to have been cancelled under any provisions in these rules;
- (c) it is surrendered by the allottee;
- (d) the allottee ceases to occupy the accommodation.

**11. Acceptance of allotment.—**

- a. An offer of allotment of an accommodation shall be accepted by the allottee within eight days from the date of allotment of the accommodation through automated system or by manual system of allotment, as the case may be.
- b. The allottee may accept the allotment of the accommodation by himself or through an authorized representative before the next bidding cycle,

**12. Process after acceptance.—**

- a. After acceptance of the allotted accommodation, the allottee shall take physical *possession* of the accommodation from the Estate officer or from any other maintenance agency, as the case may be, within five working days from the date of receipt of the acceptance letter and the Estate officer or any other maintenance agency, as the case may be, shall hand over the allotted accommodation to the allottee.
- b. The Estate Office shall issue a Physical Occupation Report to the allottee once the accommodation is ready for occupation and after handing over the accommodation to the allottee in habitable condition.

**13. Non-acceptance of allotment or offer or failure to occupy the allotted accommodation after acceptance.—**

- (1) If any allottee fails to accept the allotment *to* a residential accommodation within eight days from the date of allotment of the said accommodation, or fails to take possession of that accommodation within five working days from the date of receipt of the letter of authorization, he shall be debarred to apply for accommodation for a period of three months from the date of non-acceptance of allotment subject to payment of one month's normal license fee for that type of accommodation.
- (2) The date of non-acceptance of allotment shall be calculated from the date of allotment.
- (3) If an allottee occupying a lower type of accommodation refuses to accept the offer of an accommodation of the type for which he is eligible under these rules, he shall be permitted to continue in the previously allotted accommodation:

Provided that such allottee shall not be eligible for another allotment for a period of six months from the date of non-acceptance of such allotment.

**14. Reconsideration.—**

Request for reconsideration in cases of non-acceptance of allotment within the specified time shall be considered by the Estate Office if an application for

reconsideration is made before the next bidding cycle, in the following cases:

- (a) intervening Gazetted holidays during the eight days period;
- (b) delay in forwarding of prescribed acceptance form from the office concerned;
- (c) the allottee on official tour during the acceptance period;
- (d) other valid reasons provided by the allottee;
- (e) the allotted accommodation is occupied by another allottee;
- (f) The allottee is unwilling to pay the pending dues of the previous occupants relating to electricity or water, etc.

**15. Allotment to an allottee under suspension.—**

The allotment of accommodation to an allottee under suspension shall be made as if suspension has not taken place.

**16. Eligibility of allottee's married to each other.—**

- (1) No employee of the AIIMS shall be allotted an accommodation under these rules if the spouse of such Government servant has already been allotted an accommodation, unless such accommodation is surrendered:

Provided that this sub-rule shall not apply where the wife and husband are residing separately in pursuance of —

- (i) an order of judicial separation made by any Court; or
  - (ii) an order to proceed to frame and record the issues for settlement of the proceedings by any Court in which a petition filed by either spouse for dissolution of marriage by a degree of divorce is pending and either of them *bus* furnished an undertaking to surrender the accommodation allotted to her or him forthwith in case of revival of conjugal rights with her or his spouse.
- (2) Where two allottees in occupation of separate accommodation allotted under these rules marry each other, they shall within one month of marriage, surrender one of the accommodation.
  - (3) If one of the accommodation is not surrendered within the stipulated period as required by sub-rule (2), the allotment of the accommodation of the lower type shall be deemed to have been cancelled on the expiry of such period and if the accommodations are of the same type, the allotment of such one of them as the Competent authority may decide, shall be deemed to have been cancelled on the expiry of such period.
  - (4) Where both husband and wife are employed in the AIIMS, the title of each of them to allotment of an accommodation under these rules shall be considered independently.
  - (5) Notwithstanding anything contained in sub-rules (1) to (4),
    - (i) if a wife or husband, as the case may be, who is an allottee of an accommodation under these miles, is subsequently allotted a residential accommodation at the same station from a pool to which these rules do not apply, she or he, as the case may be, shall surrender any one of the accommodation within one month of such allotment:

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

(ii) where two allottees, in occupation of separate accommodations at the same station, one allotted under these rules and another from a pool to which these rules do not apply, marry each other, any one of them shall surrender any one of the accommodation within one month of such marriage.

- (6) If an accommodation is not surrendered as required under sub-rule (5), the allotment of the accommodation in the general pool shall be deemed to have been cancelled on the expiry of such period.

#### **17. Declaration by an applicant owning a house at the place of posting.-**

- (1) An employee owning a house either in his own name or in the name of any member of his family at the place of his duty, shall inform the fact to the Competent Authority at the time of applying for accommodation.

Provided that where an employee or any member of his family become owner of a house at the place of his duty after an accommodation is allotted to him under these rules, the allottee shall inform the fact to the Competent Authority within a period of one month from the date of possession of the house .

- (2) A higher rate of license fee, as specified by the competent authority from time to time shall be applicable to the allottees under this rule.

#### **18. Allotment of accommodation on re-employment.—**

Allotment of accommodation on re-employment in eligible offices shall be governed by such guidelines as the competent authority of AIIMS may issue from time to time.

### **PART III**

#### **SEPARATE POOLS FOR CERTAIN CATEGORIES OF EMPLOYEES**

#### **19. Allotment to women employees (Ladies Pool).—**

(1) Notwithstanding anything contained in these rules, “Ladies Pool” from the General & emergency shall be maintained separately for married lady employees and for single lady employees and the allotment under these rules shall be made in the ratio of 2:1 between married lady employees and single lady employees.

(2) The inter-se-seniority of the lady employees eligible for allotment of accommodation under this rule shall be determined as per rule 8.

(3) All Lady employees, who are otherwise eligible for accommodation in GPRA, will also be eligible for allotment from the Ladies Pool.

(4) Lady employees, who are already in occupation of accommodation, will be eligible for allotment of higher type of accommodation or change in the same type, in their own turn, from the Ladies Pool and from General Pool.

(5) The number and type of accommodation to be placed in this pool shall be determined by the Director AIIMS from time to time.

**Explanation.**—For the purposes of this rule,—



- (i) “Married lady employee” means a lady employee whose marriage is subsisting and who is not judicially separated from her husband;
- (ii) “Single Lady employee” means an unmarried lady employee and include a widow with or without children.

**20. Reservation in allotment to Scheduled Castes and Scheduled Tribe employees.—**

- (1) The reservation in allotment of accommodation to Scheduled Castes and Scheduled Tribe employees shall be Ten percent in Type I and II accommodation and five percent in Type III and IV accommodation from the General Pool.
- (2) The allotment from Type I to IV shall be made in the ratio of 2:1 vacancies to Scheduled Castes and Scheduled Tribe employees, respectively.
- (3) Separate unified waiting lists for Type I to IV accommodation shall be prepared for the Scheduled Castes and Scheduled Tribe employees.
- (4) In case, there is no Scheduled Tribe applicant in the unified waiting list, the quota reserved for the Scheduled Tribe may be allotted to a Scheduled Caste applicant.
- (5) Scheduled Castes and Scheduled Tribe applicants, who are already in occupation of general pool residential accommodation, shall be eligible for allotment of higher type of accommodation from the quota reserved for them under this rule.
- (6) In respect of Type I and II accommodation, there will be 60 point roster system and the vacancies at point number 10, 20, 40 & 50 shall be allotted to Scheduled Caste applicants and the vacancies at point number 30 and 60 shall be allotted to Scheduled Tribe applicants.
- (7) In respect of Type III and IV accommodation, there will be 60 point roster system and the vacancies at point number 20 and 40 shall be allotted to Scheduled Caste applicants and vacancy at point number 60 shall be allotted to Scheduled Tribe applicants.
- (8) The Scheduled Castes and Scheduled Tribe applicants shall also be eligible for allotment from general pool.
- (9) The Scheduled Caste and Scheduled Tribe applicants shall mention the fact that as to whether they belong to Scheduled Caste and Scheduled Tribe in their application for allotment of accommodation, which shall be verified by the office of the applicants from their records at the time of acceptance of allotment of the accommodation by the office of the applicant or by the Estate Office, wherever applicable.

**PART IV**

**RETENTION OF ACOMMODATION**

**21. Confessional period of retention.—**

- (1). The allottee may, subject to the conditions laid down in these rules, be permitted to retain the accommodation on the happening of any of the events specified in column (2) of the table below, for the period specified in the corresponding entry in column (3) thereof, provided that the accommodation is required for the bonafide use of the allottee or members of his family:

**Table**

<b>Sl. No.</b>	<b>Events</b>	<b>Permissible period for retention of accommodation</b>
<b>(1)</b>	<b>(2)</b>	<b>(3)</b>
(i)	Resignation, dismissal or removal from Service, termination of service or unauthorized absence without permission, compulsory retirement [under CCS (CCA) Rules, 1965] and for non-regular AIIMS employee.	one month on normal license fee
(ii)	Retirement, voluntary retirement, retirement on medical grounds, terminal leave or compulsory retirement [under FR 56(j)], retirement on deputation from ineligible organizations during the initial constitution of such organization, technical resignation, death of allottee on re-employment (irrespective of retention availed on Retirement) and death of an allottee who is not a regular AIIMS Employee or deputation outside India.	six months on normal license fee.
(iii)	Transfer to a place outside from the existing place, transfer to an ineligible office in the same station, on proceeding on foreign service in India, temporary transfer in India or transfer to a place outside India or deputation within India.	Two months on normal license fee plus six months on double license fee.
(iv)	To eligible spouse or ward in case of death of the allottee or in case of missing persons (from the date on which Police authority have certified the employee is missing)	Twelve months on normal license fee and for a further period of twelve months on normal license fee provided the deceased or missing allottee or any member of the family does not own a house at the place of occupation of accommodation.
(v)	Study Leave	Actual period of leave or two years, whichever is earlier

(vi)	All authorized and sanctioned leave except extraordinary leave without medical grounds, on proceeding on training, on mandatory posting under Central Staffing Scheme to Lok Sabha or Rajya Sabha Secretariat on certificate from Establishment Officer, Department of Personnel and Training, and on transfer to a non-family station abroad declared by Ministry of External Affairs (provided the allottee or members of family does not own a house at the last place of posting)	For the full period of leave/posting on normal license fee
(vii)	On transfer or deputation to Public Sector Undertakings, Statutory and Autonomous bodies on their initial constitution	Sixty months on normal license fee plus House Rent Allowance drawn by the allottee from the organization
(viii)	Leave preparatory to retirement or refused leave granted under FR 86 or Earned leave granted to employee who retired under FR 56(j)	For the full period of leave on full average pay subject to a maximum period of one hundred and eighty days in the case of leave preparatory to retirement and four months in other cases, inclusive of the period permissible in the case of retirement on normal license fee.
(ix)	(i) On mandatory posting to Public Sector Undertakings, Statutory and Autonomous Bodies under Central Staffing Scheme on certificate from Establishment Officer, Department of Personnel and Training or from Other Ministries or Departments of the Government of India; and (ii) On mandatory posting at the same station to Public Sector Undertakings, Statutory and Autonomous Bodies under Non-Central Staffing Scheme on certificate from Establishment Officer, Department of Personnel and Training for balance period of central deputation after serving four years under Central Staffing Scheme	Full period of posting on normal license fee plus House Rent Allowance drawn by the allottee from the organization

(2).The license fee free all allottees of general pool residential accommodation shall be allowed to retain the accommodation for a period of one month on retirement:

Provided that on expiry of one month period, the allottee shall pay license fee for retention of accommodation as prescribed in these rule.

(3) All allottees of residential accommodation shall furnish a self-certificate to the Estate officer in case they are on leave for more than six months and retention of accommodation is required for family.

## **22. Retention of accommodation on death**

- (1) In the event of death of an allottee during service, the family of the allottee shall be allowed the facility of retention of accommodation for the period permissible under these rules on payment of prescribed license fee:

Provided that the extended period of retention under these rules shall not be allowed in the event to death of an allottee in cases where the deceased allottee or his dependent family members own a house at the last place of posting.

## **23. Retention of accommodation by allottee availing leave and joining time.—**

- (1) The allottee on transfer shall be allowed to retain the accommodation for two months or for the period of their leave not exceeding four months, whichever is more, if the leave has been sanctioned before relinquishment of charge:

Provided that an allottee availing joining time after expiry of leave at the old station, may be allowed to retain the accommodation until the expiry of the period of joining time.

- (2) Normal license fee shall be charged for the period of retention at the old station.
- (3) In case leave is sanctioned after the allottee joined duty at new station, this period may not be taken into account for the purpose of cancellation of allotment and retention may be allowed for a period of two months only,

## **PART V**

### **CHANGE OF ACCOMMODATION**

## **24. Change in same type or entitled higher type of accommodation.—**

- (1) An allottee to whom an accommodation has been allotted under these rules may apply for a change to another same type of accommodation only after taking physical possession of accommodation allotted under initial allotment.
- (2) Only one change shall be allowed in the same type of accommodation to the allottee.
- (3) An allottee, who intends to change the accommodation already allotted to him shall make an application in the form specified by the Estate office, and thereafter, the name of such allottee shall be included in the concerned type unified waiting list.
- (4) The date of priority or the inter-se seniority of the allottees in the waiting list for change of accommodation in respect of Type I to Type VI and VII shall be as applicable to initial allotment.
- (5) The change of same type of accommodation shall be offered as per the priority in accordance with these rules and having regard to the allottee's preference:  
Provided that no change in the same type of accommodation shall be allowed to an allottee within six months of the date of superannuation.
- (6) If an allottee fails to accept a change of accommodation offered to him within eight days of the issue of such offer or allotment, he shall not be considered again for a change of accommodation for that type of accommodation.
- (7) An allottee who, after accepting a change of accommodation fails to take possession

of the same, shall be charged one month license fee for such accommodation in accordance with the provisions of these rules in addition to the normal license fee for the accommodation already in his possession the allotment of which shall continue to subsist:

- (8) Where an allottee, who is in occupation of an accommodation, is allotted another accommodation and he occupies the new accommodation, the allotment of former accommodation shall be deemed to have been cancelled from the date of physical occupation of the new accommodation:

Provided that such date of occupation, the allottee may, retain the former accommodation on payment of normal license fee for a period of thirty days for shifting to the newly allotted accommodation:

Provided further that if the previous accommodation is not vacated within a period of thirty days, the allottee shall be liable to pay damages for use and occupation of the previous accommodation, furniture and garden charges as may be determined by the Government from time to time with effect from the 31<sup>st</sup> day from the date of physical occupation of the new accommodation and the accommodation slotted in the change shall be deemed to have been cancelled under these rules.

- (9) The allottee shall ensure before applying for change of accommodation that he continues to be entitled for that type of accommodation on the basis of revised entitlement as well as other conditions governing such change of accommodation and the respective allotment authority or estate office shall verify this fact before accepting the prescribed acceptance form of the applicant.
- (10) No change of accommodation shall be allowed to an allottee under this rule if an enquiry is under progress against the allottee on the charge of subletting.

## **25. Change of accommodation on medical grounds.—**

- (1) Change on medical grounds shall be given only if the allottee concerned has already availed of one change in the same type of accommodation admissible under these rules:

Provided that if the allottee has not already availed one change, the application for change on medical grounds shall be referred to the Committee constituted for the purpose,

- (2) Requests for change on medical grounds may be entertained only in such cases where the allottee or a member of his family or dependent-in-laws living with him, after the allotment of the accommodation in change has developed such diseases as may be specified by the Committee constituted for the purpose by the Estate office.

Provided that a medical certificate from a Head of Department of the Specialty of concerned disease of a Government Hospital indicating the nature and extent of physical handicap or disease and recommending such a change is furnished.

## PART VI

### **SURRENDER OF ALLOTMENT OF ACCOMMODATION**

#### **26. Surrender of an allotment of accommodation.—**

- (1) An allottee may surrender an allotment of accommodation at any time during the allotment period.
- (2) An allottee who surrenders the accommodation shall not be considered again for allotment of accommodation at the same station for a period of one year from the date of such surrender.

## PART VII

### MAINTENANCE OF ACCOMMODATION

#### **27. Maintenance of accommodation by the allottee.—**

- (1) The allottee to whom a residential accommodation has been allotted shall maintain the accommodation and premises in a clean condition and such allottee shall not grow any tree, shrubs or plants contrary to the instructions issued by the Government or by its maintenance agencies nor cut or lop off any existing tree or shrubs in any garden, courtyard or compound attached to the accommodation save with the prior permission in writing of the concerned maintenance agencies.
- (2) Trees, plantation or vegetation, grown in contravention of this rule may be caused to be removed by the concerned maintenance agencies at the risk and cost of the allottee concerned.

#### **28. Cooperation with maintenance agencies by the allottees to carry out repair works.—**

- a. All allottees of accommodation will cooperate with respective maintenance agencies of residential accommodation in colonies in carrying out all kinds of repair or renovation works.
- b. In case a complaint for non-cooperation is received from maintenance agency against any allottee, strict action shall be taken against him as per these rules and the instructions issued by the Estate office from time to time.

#### **29. Misuse of accommodation for trade or business or any other unauthorised activity.—**

- (1) The accommodation shall be used for residential purpose only by the allottee and other authorised persons as per these rules.
- (2) Action shall be taken against the allottee for unauthorised use of the allotted accommodation as per these rules and instructions issued by the Estate office in this regard from time to time.

#### **30. Payment of requisite charge or fee to public utility services.—**

- (1) The allottees of accommodation shall pay the charges and fees to all utility services such as electricity, water, gas etc. regularly on receipt of the bill for such payment.

- (2) In case an allottee has not paid the dues to the public utility authorities before vacation or surrender of the accommodation, vacation or surrender of accommodation shall not be accepted by the maintenance agency.

**31. Unauthorised constructions in Government colonies.—**

- (1) No unauthorised construction shall be allowed in Government residential colonies and the unauthorised constructions, if any shall be removed or demolished by the concerned maintenance agency or the Estate Officer notified under the Public Premises (Eviction of unauthorised occupants) Act, 197 I (40 of 1971), as the case may be in accordance with the provisions of that Act.
- (2) In case any further unauthorised construction is found in the accommodation of the same allottee, the accommodation provided to such allottee shall be cancelled from the date of inspection of the accommodation and he shall be debarred for allotment of accommodation for remaining period of service in future.
- (3) The procedure for dealing with cases relating to unauthorised construction or encroachment in accommodation or public premises and the responsibilities to respective maintenance agencies shall be specified by the Central Government from time to time.

**PART VIII**

**UNAUTHORISED OCCUPATION**

**32. Unauthorised occupation after cancellation of allotment.—**

Where, after an allotment of accommodation has been cancelled or is deemed to have been cancelled under any provisions of these rules, the accommodation remains or has remained in occupation of the allottee to whom it was allotted or of any person claiming through, such allottee shall be liable to pay damages for use and occupation of the accommodation, services, furniture and garden charges, as may be determined by the Central Government from time to time.

**33. Issue of vacation notice and show cause notice to the allottees.—**

- (1) The vacation notice shall be issued to all the allottees of accommodation or to their families atleast fifteen days before the date of *expiry* of the permissible period of retention.
- (2) In case where the allottees have not vacated the quarters after expiry of permissible retention period, the concerned authority will issue show cause notice to such unauthorised occupants under the Public Premises (Eviction of Unauthorised Occupants) Act, 1971(40 of 1971)

**34. Disciplinary proceedings against persons who fail to vacate temporary allotment of accommodation.—**

- (1) The temporary accommodation allotted for marriage and other social purpose shall be vacated on expiry of the allotment period.

- (2) In case of failure to vacate the allotted accommodation the matter shall be referred to the office of the allottee for appropriate disciplinary action against him and damages shall be charged for such unauthorised occupation.

## PART IX

### SUBLETTING OF ACCOMMODATION

#### **35. Persons to reside with allotted—**

- (1) The allotted shall reside in the accommodation allotted to him with his family and immediate relations.
- (2) In case any relationship ceases by any order of court of law, such relation shall not reside with the allottee.
- (3) The servant quarters, out-houses and garages may be used for the bonafide purposes only as permitted by the competent authority.
- (4) The allottee who shares the accommodation with his family or immediate relations shall furnish prior intimation to the Estate Office in such form, as may be specified by the Estate office, furnishing full particulars of his family members or immediate relations residing in the accommodation allotted to him:

Provided that the details of guests, if such guest is likely to stay for more than fifteen days in the accommodation, shall be intimated to the Estate in such form, as may be specified by the Estate, intimating full particulars of the individual or individuals.

#### **36. Subletting of accommodation.—**

- (1) An allottee shall not sublet the whole or part of accommodation including garage allotted to him:

Provided that an allottee proceeding on leave may accommodate, in the accommodation any member of his family or immediate relations, as a caretaker, by submitting, along with his leave application, the details of such member of his family or immediate relation, to the competent authority:

Provided further that the maximum period of such accommodation by a caretaker shall be not exceeding six months.

- (2) If an allottee to whom an accommodation has been allotted, unauthorisedly sublets the accommodation, the Estate office may without prejudice to any other disciplinary action that may be taken against him, cancel the allotment of the accommodation from the date of inspection.

Explanation.—In this sub-rule, the term “allotted” include, unless the context otherwise required, a member of his family and any person claiming through the allottee.

- (3) If an allottee sublets on accommodation allotted to him or any portion thereof or any of the out-houses or garages in contravention of these rules, he may without prejudice to any other action that may be taken against him, be charged such damages from the date of inspection by the Estate officer, as may be determined by the Institute from time to time, in this respect.

- (4) Where an action to cancel the allotment is taken on account of unauthorised subletting



of the premises, a direction shall be issued by the Estate to the concerned administrative office of the allottee for the purposes of initiation of Departmental proceedings and for imposition of major penalty, along with the copy of a draft chargesheet; and the administrative office shall intimate the Estate officer the details of the charges framed and the penalty imposed on the allottee under this rule.

- (5) The Director shall be competent to—
  - a) take all or any of the actions provided under this rule;
  - b) declare the allottee to be ineligible for allotment of residential accommodation for the remaining period of his service;
  - c) intimate to the office of the allottee for initiating disciplinary proceedings for major penalty under the relevant rules.
- (6) Where any penalty under this rule is imposed on proved case of subletting, the aggrieved person may within thirty days of the receipt of the order by him or his employer imposing the penalty, may prefer an appeal before the concerned appellate authority specified under rule 69 through proper channel.
- (7) The original order imposing the penalty shall stand unless it is modified or rescinded on appeal by the appellate authority.
- (8) Cases where individual fails to comply with the provisions this rule shall be brought to the notice of authorities concerned by the Director of Estates for taking appropriate disciplinary action against such defaulting allottees.

**37. Procedure for conduct subletting inspection.—**

The procedure to conduct subletting inspections by the authorised officials shall be such as may be specified by the competent authority from time to time.

**38. Penalty for subletting.—**

- (1) Cancellation of allotment of accommodation or otherwise of the cases suspected of subletting shall be decided by the concerned authority after inquiry providing equal opportunity to the allottee as per the established procedure in this regard.
- (2) The committee constituted by the Director shall be the deciding authority and the Director shall be the appellate authority in respect of subletting of residential accommodation in AIIMS Rishikesh.
- (3) All cases of subletting shall be reported to the deciding authority who shall initiate inquiry and inspection in accordance with the procedure as may be specified by the competent authority from time to time.
- (4) After completion of the inspection and inquiry under sub-rule (4), the inspection report shall be referred to the deciding authority. Who shall, after giving an opportunity of hearing to the allottee, pass an order in writing and where a case of subletting is established, the allotment shall be cancelled and the allottee shall be liable to the penalty under these rules:

Provided that where allottee vacates the accommodation during the proceedings under this rule, the inquiry shall continue against such allottee and in case subletting is established, the remaining penalties shall be imposed on him as provided under these rules.

Provided further that where allottee is aggrieved with the decision of the deciding

authority, he may prefer an appeal before the appellate authority specified under sub-rule (3) within a period of thirty days from the date of receipt of the order of the deciding authority.

- (5) Where fact of subletting has been established, the deciding authority shall refer the case to the Estate Officer for initiation of eviction proceedings under the provisions of the Public Premises Eviction (Unauthorised Occupants) Act, 1 97 I to carry out eviction proceedings.

## **PART X**

### **CONSEQUENCES OF BREACH OF THESE RULES AND INSTRUCTIONS OF THE GOVERNMENT**

#### **39. Consequences of breach of rules.—**

The competent authority may without prejudice to any other disciplinary action that may be taken against the allottee under these rules, cancel the allotment of the accommodation, if an allottee to whom an accommodation has been allotted -

- (a) uses the accommodation or any portion thereof for any purposes other than that for which it is meant;
- (b) tampers with the electric or water connection; or
- (c) commits breach of these rules; or
- (d) breaches the terms and conditions of the allotment; or
- (e) uses the accommodation or premises or permits or suffers the accommodation or premises to be used for any purpose which the competent authority considers to be improper; or
- (f) Has knowingly furnished incorrect information in any application or written statement with a view to securing the allotment.

Explanation.—In this rule, the term “allottee” include unless the context otherwise requires, a member of his family and any person staying with the allottee.

#### **40. Action for misuse of garage.—**

(1) The garage shall be used for parking of vehicle only by the allottee and action shall be taken against the allottee for unauthorised use of the allotted garage as per these rules and instructions in this regard from time to time.

(2) The garage for parking cars or scooters or cycles shall not be used or allowed to be used for residential purposes and damages shall be charged from the allottee for any misuse of the garage from the date of inspection till the receipt of certificate from the maintenance agency that the misuse has ceased.

(3) In case of misuse of garage, the Estate officer shall issue show cause notice to the allottee concerned to stop the misuse within a period of fifteen days, failing which the allotment shall be cancelled.

**PART XI**  
**LICENSE FEE FOR ACCOMMODATION**

**41. Payment of license fee for accommodation.—**

- (1) Where allotment of accommodation or alternative accommodation has been accepted, the liability for license fee shall commence from the date of physical occupation of the accommodation.
- (2) An allottee who, after acceptance, fails to take possession of that accommodation within eight days from the date of receipt of the authority letter shall be charged one month license fee from the date of allotment:

Provided that this provision shall not apply in case the maintenance agency does not hand over the accommodation in a habitable condition to the allottee within the prescribed period or the accommodation is not ready for physical occupation for any other reason.

- (3) An allottee shall remain personally responsible for any license fee payable in respect of the accommodation and for any damages caused to the accommodation or its precincts or grounds or services provided therein by the Government beyond fair wear and tear.
- (4) In case license fee has not been received continuously for a period of four months from an allottee or the Drawing and Disbursing Officer of office of the allottee, the allotment of accommodation of the concerned allottee shall be cancelled.

**42. Fixation or revision of license fee for accommodation.—**

The normal license fee for accommodation shall be revised based on the notification issued by Central Government from time to time.

**43. Personal liability of the allottee for payment of license fee till the accommodation is vacated.—**

The allottee to whom an accommodation has been allotted shall be personally liable for the payment of license fee and for any damage beyond fair wear and tear caused thereto or to the furniture, fixture or fittings or services provided therein by the AIIMS during the period for which the accommodation has been and remains allotted to him, or where the allotment has been cancelled under any of the provisions of these rules, until the accommodation along with the out-houses appurtenant thereto have been vacated and full vacant possession thereof has been restored to AIIMS.

**44. Rates of damages.—**

The rates of damages for unauthorised occupation or subletting or misuse of accommodation, servant quarter or garage shall be specified by the competent authority from time to time.

**45. Payment of license fee in advance for retention of accommodation.—**

All the allottees of accommodation shall pay the requisite license fee in advance for retention of the accommodation allotted to them.

**46. Furnishing of surety by temporary Government servants for license fee.—**

- a. Where the allottee to whom an accommodation has been allotted is not a permanent employee of AIIMS, he shall execute a surety bond in the form prescribed In this behalf by the Central Government with a surety who shall be a permanent employee of AIIMS

for due payment of license fee and other charges due from him in respect of such accommodation and any other accommodation provided in lieu.

- b. If the surety ceases to be in Government service or becomes insolvent or ceases to be available for any other reasons, the allottee 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 so, the allotment of the accommodation to him shall, unless otherwise decided by the competent authority, be deemed to have been cancelled with effect from the date of that event.

**47. Special license fee for temporary allotment of accommodation.—**

The rates of special license fee shall be charged from allottees and other ineligible office or organisation for temporary allotment of accommodation at such rates as may be specified by the competent authority from time to time.

**48. Recovery of license fee from allottee in installments in certain cases.—**

- (1) The request for recovery of arrears of license fee in installments may be considered only in deserving cases from an allottee subject to the condition that the allottee agrees to pay ten percent of the dues in lump-sum in advance in the case of allottees of Type I to IV accommodation and fifty percent of dues in lump-sum in advance in the case of allottees of Type IV(Special) and above accommodation:

Provided that the balance may be recovered in equated monthly instalments amounting to at least ten percent of the basic pay plus dearness allowance paid to the allottee subject to payment of interest rate applicable to General Provident Fund per annum:

Provided further that the allottee shall furnish sureties from two permanent employee of AIIMS who may retire on superannuation before the total amount is recovered and in case, either or both the sureties take voluntary retirement or die in harness or leave service otherwise, the concerned employee shall make arrangements for other sureties.

- (2) Recovery of installment along with the interest amount shall be effected by the administrative office from the salary of the employee every month till full amount is recovered.
- (3) In case the allottee is a victim of any calamity, natural or otherwise, the portion of outstanding dues not realized or recovered till then shall be adjusted from the gratuity payable to him.

**PART XII**

**MISCELLANEOUS**

**49. Interpretation of rules.—**

If any question arises as to the interpretation of these rules it shall be decided by the Director or a committee constituted by the competent authority, which shall be final & binding.

**50. Relaxation of rules.—**

The Director, may for reasons to be recorded in writing relax all or any of the provisions of these rules in the case of any employee, of residence or class of employee or residences. Thus, Director AIIMS Rishikesh may make allotment in relaxation of the above criterion, at his discretion. On the basis of exigencies of work or on compassionate ground or otherwise in public interest.