

6: 6-Service Condition/Financial and other Benefits

(vii) Amendment of House Allotment Rules-
Report of the Committee.

In pursuance of the E.C. Resolution EC:96:98:6:7: (i) a Committee consisting of the following members **had** deliberated on the House Allotment Rules both existing proposed amendments and recommended rules as per Annexure 'A' Columns 1,2 and 3 respectively.

1. Prof. A.L. Verma	-	-	Chairman
2. Prof. J.P. Singh	-	-	Member
3. Prof. S.K. Mishra	-	-	Member
4. Dr. A. Patton, Registrar	-	-	Convener

The matter is placed before the Executive Council for consideration.

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Existing Rules

NORTH-EASTERN HILL UNIVERSITY
SHILLONG
RULES FOR THE ALLOTMENT OF
RESIDENCES

1. SHORT TITLES AND APPLICATION

These rules may be called "The Rules for allotment of Residence in North-Eastern Hill University".

2. DEFINITION:

- (a) "University" means the North-Eastern Hill University.
- (b) "Allotment" means grant of a license to an employee of the University to occupy a house owned by the University or portion thereof for use by him/her as residence.
- (c) "Residence" means the house owned/hired by the University or portion thereof for use by him/her as residence and a Certificate to be furnished to that effect by him/her.

Suggested Amendments

NORTH-EASTERN HILL UNIVERSITY
SHILLONG

RULES FOR ALLOTMENT OF RESIDENCES

1. SHORT TITLE

- (a) These rules may be called "The Rules for allotment of Residence in North-Eastern Hill University".

(b) APPLICATION

These rules shall apply to all teaching and non-teaching employees of the North-Eastern Hill University.

- (c) These rules shall come into force with effect from the date on which the Executive Council of North-Eastern Hill University approves them.

2. DEFINITION

- (a) "University" means the North-Eastern Hill University.
- (b) "Allotment" means grant of license to an employee of the University to occupy a house owned/hired by the University or portion thereof for use by him/her as residence.
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6:6:7(2)

Amended Rules

NORTH EASTERN HILL UNIVERSITY
SHILLONG

RULES FOR ALLOTMENT OF RESIDENCES

1. SHORT TITLE

- (a) These rules shall be called "The Rules for allotment of Residence " in the North-Eastern Hill University.

(b) APPLICATION

These rules shall apply to all teaching and non-teaching employees of the North-Eastern Hill University.

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2. DEFINITION

- (a) "University" means the North-Eastern Hill University.
- (b) "Allotment" means grant of license to an employee of the University to occupy a house owned/hired by the University or portion thereof for use by him/her as residence.
- (c) "Residence" means the house owned/hired by the University or portion thereof for use by him/her as residence with a Certificate to be furnished to that effect by him/her.

- (i) Gardens, grounds, garages and out-houses, if any, apartment to such building or part of the building.
- (ii) Any furniture supplied by the University for use in such building or part of the building for the beneficial enjoyment thereof.
- (iii) Any fitting affixed to such building or part of the building for the beneficial enjoyment thereof.
- (d) "Allotment year" means the year beginning the 1st April or such other period as may be notified by the University.
- (e) "Salary" for the purpose of determining eligibility for a type of residence shall include Basic Pay, non-practicing allowance and special pay only.
- (f) "Emoluments" for purposes of recovery of license fees shall include pay and such allowances as may be decided by the Govt. of India from time to time for the purpose so however that in the case of a University employee under suspension and in receipt of a subsistence allowance, the amount of the subsistence allowance.

Provided that if such University employee is subsequently allowed to draw full pay for the period of suspension, the difference between the license fees recovered on the basis of the substance allowance and the emoluments ultimately drawn shall be recovered from him/her.

- (g) "Family" means the wife or husband, as the case may be, and children, step-children, legally adopted children, parents, brothers and sisters, parents-in law, grand-children, as ordinarily residing with and are dependent on an employee.

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Provided that if such University employee is subsequently allowed to draw full pay for the period of suspension, the difference between the license fees recovered on the basis of the substance allowance and the emoluments ultimately drawn shall be recovered from him/her

- (g) "Family" means the wife or husband, as the case may be, and children, step-children, legally adopted children, parents, brothers and sisters, parents-in law, grand-children, as ordinarily residing with and are dependent on an employee.

(h) "Allotment Seniority" of an employee in relation to the type of residence to which he/she is eligible means the seniority in a particular place of posting of the employee employed on a regular basis in the slab of salary relevant to a particular type of residence in the University.

As per University rules: Provided that where the date of seniority of two or more employees is the same, seniority amongst them shall be determined by the amount of basic pay the employee is drawing, i.e. employee in receipt of higher pay will take precedence over the employee drawing lower pay and where the pay are equal, seniority amongst them for the purpose of allotment of residence shall be determined by seniority in age.

(i) "License Fee" means the sum of money payable monthly on account of the accommodation allotted.

(j) "Residence" means any residence for the time being under the administrative control of the university.

(k) "Subletting" includes sharing of accommodation by the allottee with another employee of the University with or without payment of license fees by such other employee.

(l) "Temporary Transfer" means a transfer which involves absence from headquarters for a period not exceeding six months.

(m) "Type" in relation to an employee means the type of residence to which he/she is eligible.

(h) "Allotment Seniority" of an employee in relation to the type of residence to which he/she is eligible means the seniority in a particular place of posting of the employee employed on a regular basis.
[NEHU Statute 26(I)]

Provided that where the date of seniority of two or more employees is the same, seniority amongst them shall be determined by the amount of basic pay the employee is drawing, i.e. employee

(i) "License Fee" means the sum of money payable monthly on account of the accommodation allotted.

(j) deleted

(k) "Subletting" includes sharing of accommodation by the allottee with another employee of the University with or without

l) "Temporary Transfer" means a transfer which involves absence from headquarters for a period not exceeding six months.

(m) "Type" in relation to an employee means the type of residence to which he/she is entitled.

(h) "Allotment Seniority" of an employee in relation to the type of residence to which he/she is eligible shall mean the seniority in a particular place of posting of the employee, employed on a regular basis.
[NEHU Statute 26(I)]

Provided that where the date of seniority of two or more employees is the same, seniority amongst them shall be determined by the amount of basic pay, the employee is drawing, i.e. employee in receipt of higher pay shall take precedence over the employee drawing lower pay. Where the pay is equal, seniority amongst them for the purpose of allotment of residence shall be determined by seniority in age.

(i) "License Fee" shall mean the sum of money payable monthly on account of the accommodation allotted.

(j) "Residence" shall mean any residence under the administrative control of the university at a particular point of time.

(k) "Subletting" shall mean sharing of accommodation by the allottee with another employee of the University with or without payment of license fees by such other person. Provided that any sharing of accommodation by an allottee with close-relations shall not be deemed to be sub-letting.

(l) "Temporary Transfer" shall mean a transfer which involves absence from headquarters for a period allowed by the University.

(m) "Type" in relation to an employee shall mean the type of residence to which he/she is entitled.

(n) "Residence Allotment Committee" means, a Committee to consider allotment of residence and shall consist of the following :

(I) A nominee of Vice-Chancellor - Chairman

(ii) Registrar

(iii) Adviser, Construction/Head, Engineering Deptt.

(iv) President, NEHUTA

(v) General Secretary, NEHUTA

(vi) President, NEHUNSA

(vii) General Secretary, NEHUNSA

(viii) Finance Officer

(ix) Senior most Dean of Schools

(x) Senior most Professor

(xi) Senior most Reader

(xii) Senior most lecturer

(xiii) Asstt. Reg (Estate Officer) (Convener)

(n) "Residence Allotment Committee" hereinafter to be referred to as "Committee", means a committee to consider allotment of residence and shall consists of the following:

(I) A nominee of the Vice-Chancellor, Chairman,

(ii) Registrar, member

(iii) Adviser, Construction/Head, Engineering Deptt, member.

(iv) President or General Secretary of NEHUTA,

(v) President or General Secretary of NEHUNSA,

(vi) Finance officer

(vii) Seniormost Dean of Schools

(viii) Seniormost Professor

(ix) Seniormost Reader

(x) Seniormost lecturer

(xi) Asstt. Reg. (Estate) Convener

The terms of seniormost Dean, seniormost professor, seniormost reader and seniormost lecturer will be for 2 years (by rotation) and those of president/secretary of NEHUTA and NEHUNSA will be for one year.

(n) "Residence Allotment Committee" shall mean a Committee to consider allotment of residence and shall consist of the following :

(I) A nominee of the Vice-Chancellor - Chairman

(ii) Registrar - member

(iii) Adviser, Construction/Head, Engineering Deptt. - member

(iv) President, NEHUTA - member

(v) General Secretary, NEHUTA - member

(vi) President, NEHUNSA - member

(vii) General Secretary, NEHUNSA - member

(viii) Finance Officer - member

(ix) Asstt. Reg (Estate) (Convener)

QUORUM

- (1) Five members shall constitute the quorum
- (2) The Committee shall ordinarily meet twice in a year.

NOTE

- (i) Vacancies in the Committee due to death, resignation, retirement, suspension or illness or prolonged absence shall be filled up by the concerned nominating authority for the residual term.
- (ii) The member Secretary of the Committee shall notify the eligible allotment seniority of employees in the various grades in March every year.
- (iii) The committee shall allot the vacant residences

3. CLASSIFICATION OF RESIDENCES

The University quarters shall be classified in the following type of residences:

Type of Residence	Salary slab eligibility (Basic pay in the existing scales of pay)
I	Rs. 1000/- or less
II	Rs. 1001/- to Rs. 2000/-
III	Rs. 2001/- to Rs. 4000/-
IV	Rs. 4001/- and above

QUORUM

- (1) Four members shall constitute the quorum
- (2) The Committee shall meet as and when necessary.

(i) Meeting of the R.A.C shall be conducted as per provision of conducting other meetings in the University as per Regulation R.A.3. Provided further that clause R.A. 3(8) shall not be applicable.

(ii) The convener of the committee shall notify the eligibility allotment seniority list of employees for purposes of house allotment in the various grades in March every year. He shall also maintain the record of vacant houses and convene the meeting of the RAC in consultation with the Chairman.

- (iii) The Committee shall allot the vacant residences.

3. CLASSIFICATION OF RESIDENCES

The University quarters shall be classified in the following type of residences:

<u>TYPE OF RESIDENCE</u>	<u>SALARY SLAB ELIGIBILITY</u>
(I)	Group 'D' employees
(II)	Group 'C' employees
(III)	Section officers and officers of equivalent rank.
(IV)	Lecturers and officers of equivalent rank
(V)	Professors and Readers of the university and officers of equivalent rank

3. CLASSIFICATION OF RESIDENCE

The University buildings shall be classified in the following types of residence:

TYPE OF RESIDENCE	SALARY SLAB ELIGIBILITY
(I)	Group 'D' employees
(II)	Group 'C' employees
(III)	Section officers and officers and officers of equivalent rank.
(IV)	Lecturers and officers of equivalent rank
(V)	Professors and readers of the university and officers of equivalent rank.

4. APPLICATION FOR ALLOTMENT

An employee who seeks allotment of residence shall apply in the prescribed form (Appendix-I) to the University and the application will remain in active consideration till an accommodation as per entitlement is allotted. However, one may withdraw the application on written request.

5. ALLOTMENT OF RESIDENCE

Same or otherwise provided in these rules, the allotment of residence shall be made by the Residence Allotment Committee after observance of the following.

- (i) Allotment shall be made strictly according to the "Allotment seniority" as per Appendix-'II'.
- (ii) No residence of high type shall be allotted to an employee of the University than one is entitled to. However, if one request for a type lower than one's entitlement, one will be considered for allotment for that type by considering one's seniority in the university as per Appendix - 'II' Provided that if one is allotted a higher quarter may apply for a quarter of a type lower than one's entitlement it may be considered if it does not affect the interest of the employees in the lower cadre who are entitled to that quarter.
- (iii) An employee, who is on approved absence may authorize a member of his family or another employee whose name shall be communicated to the administration before the allotment, to comply with the time limit prescribed for acceptance of allotment etc.

4. APPLICATION FOR ALLOTMENT

An employee who seeks allotment of residence shall apply in the prescribed form (Appendix-I) to the University and the application will remain in active consideration till an accommodation as per entitlement is allotted. However, one may withdraw the application by a written request.

5. ALLOTMENT OF RESIDENCE

Unless otherwise provided in these rules, the allotment of residence falling vacant shall be made by the Residence Allotment Committee after carefully examining the following:

- (i) Allotment shall be made strictly according to the Allotment seniority list (prepared as per Annexure-II) in the relevant grade.
- (ii) No employee shall ordinarily be allotted a residence of higher entitlement. However, an employee may be considered for allotment of residence of the immediately lower type. If an employee who is occupying a residence of lower type is allotted a residence of his/her entitlement, but does not want to occupy the new residence he/she may be allowed to retain the lower type residence on the condition that the allottee gives up his/her claim for a house of his/her entitlement in writing to the University. In such case the concerned employee shall not be eligible for allotment of a residence of his/her entitlement for one year.
- (iii) An employee, who is on approved absence may authorize a member of his family or another employee whose name shall be communicated to the administration before the allotment, to comply with the time limit prescribed for acceptance of allotment etc.
- (iv) If any employee fails to accept the allotment of residence within fifteen days or fails to take possession of the residence after acceptance within one month from the date of receipt of the letter of

4. APPLICATION FOR ALLOTMENT

An employee whose turn for allotment of residence is due, shall be asked by the University to apply in the prescribed form as per (Appendix I).

Unless otherwise provided in these rules, the allotment of residence falling vacant shall be made by the Residence Allotment Committee after carefully examining the following:

5. ALLOTMENT OF RESIDENCE

- (i) Allotment shall be made strictly according to the "Allotment seniority" as per appendix-II subject to reservation of 22.5% of the available house for allotment for SC/ST categories.
- (ii) No employee shall ordinarily be allotted a residence of higher entitlement. However, an employee may be considered for allotment of residence of the immediately lower type. If an employee who is occupying a residence of lower type is allotted a residence of his/her entitlement, he/she shall be required to vacate the accommodation of lower type within the prescribed time limit, failing which the eviction process shall be initiated by the University.
- (iii) An employee, who is on an approved absence may authorize a member of his family or another employee, whose name shall be communicated to the administration before the allotment, to comply with the time limit prescribed for acceptance of allotment etc.
- (iv) If any employee fails to accept the allotment of residence within fifteen days or fails to take possession of the residence after acceptance within one month from the date of receipt of the letter of allotment, the allotment shall stand automatically cancelled and shall be deemed to have been surrendered by the allottee.

(iv) Employee fails to accept the allotment of residence within fifteen days or fails to take possession of the residence after acceptance within one month from the date of receipt of the letter of allotment, the allotment shall stand automatically cancelled and shall be deemed to have been surrendered by the allottee.

(v) An employee after surrender of an allotted accommodation of entitlement may apply again for another accommodation. However, the allotment seniority of such an employee will be counted from the date of surrender or deemed surrender of the allotment.

6. ALLOTMENT TO ESSENTIAL SERVICES STAFF:

Allotment on priority basis over others will be made to such employees whose presence in the University Campus is considered for efficient management and supervision of University work and building etc., under the following categories:

- (a) Specified member of the Administrative and ministerial staff including Security and Transport;
- (b) Specified member of Health and Sanitation services;
- (c) Specified member of Engineering, Electricity and water services;
- (d) Specified staff for the maintenance of Telephones, Laboratories, Library, Hostels.

Such of the staff eligible for residence under the above categories shall be specified by the Vice-Chancellor from time to time, with the concurrence of NEHUTA & NEHUNSA. The above priority accommodation shall be given to a person so long as the person holds the "Essential Post" so as to enable him to make himself available for duty at any time of the day or night as may be. If an

allotment, the allotment shall stand automatically cancelled and shall be deemed to have been surrendered by the allottee.

(v) An employee having surrendered the allotment mentioned above, shall be entitled to apply again after one year for suitable allotment.

(vi) Notwithstanding the provision of sub-clauses (I) to (v) the allotment seniority of the employees shall provide for reservation of residences at the rate of 22.5% for Scheduled Tribes and Scheduled Cast employees of the University. However, the allotment seniority of the Scheduled tribe and Scheduled cast employees shall be prepared strictly according to their seniority in the respective grades.

6. OUT OF TURN ALLOTMENT

The following categories of employees shall be entitled to out of turn allotment subject to availability of residence.

- (i) Employees of the essential services
- (ii) Visiting Teachers
- (iii) Employees on contractual appointment
- (iv) Physically handicapped employees
- (v) Employees appointed on compassionate grounds

NOTE:

- (i) Out of turn allotment shall be made by the Vice-Chancellor.
- (ii) Out of turn allotments shall ordinarily not exceed 5% of residences in different types; provided that in case a person holding an essential post is transferred, he/she will be given six months notice to vacate the accommodation.

(v) An employee, having surrendered the allotment mentioned above, shall be entitled to apply again after one year for suitable allotment.

6. ALLOTMENT TO SPECIAL CATEGORY OF STAFF:

Allotment on priority basis over others shall be made to such employees whose presence in the University Campus is considered essential for efficient management and supervision of University work and building etc., under the following categories:

- (a) Specified member of the Administrative and ministerial staff;
- (b) Specified member of Health and Sanitation services;
- (c) Specified member of Engineering, Electricity and water services;
- (d) Specified staff for the maintenance of Telephones, Laboratories, Library, Hostels.
- (e) Visiting Teachers

Such of the staff eligible for residence under the above categories shall be specified by the Vice-Chancellor from time to time. The above priority accommodation shall be given to a person so long as the person holds the "Essential Post" so as to enable him to make himself/herself available for duty at any time of the day or night as the requirement may be.

Clause 12(iv) is not applicable failing which
Clause 16(ii) shall be invoked

7.ELIGIBILITY OF HUSBAND AND WIFE

No employee shall be allotted a residence under these rules if the wife or husband of the employee as the case may be has already been allotted a residence, unless such residence is surrendered simultaneously provided that this sub-rule shall not apply where the husband and wife are residing separately, in pursuance of an order of Judicial separation made by any Court.

(b) Where two employees in occupation of separate residence allotted under these rules marry each other, they shall within one month of the marriage, surrender any one of the residences allotted to them failure to surrender the residence within the prescribed time will result in automatic cancellation of the allotment of one of the residence and charging market rent for continued occupation of residence.

(c) Where both husband and wife are employed in the University the entitlement of each of them to allotment of a residence under these rules shall be considered independently. Provided that if the house surrendered by either spouse the other retain it if they are both in the same cadre.

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(b) Where two employees in occupation of separate residence allotted under these rules marry each other, they shall within one month of the marriage surrender one of the residences. Continued occupation of residence will result in automatic cancellation of the allotment of one of the residences. Otherwise, the couple will be liable to pay rent at the market rate for one of the residences.

(c) Where both husband and wife are employed in the University the entitlement of each of them to allotment of a residence under these rules shall be considered independently. Provided the house surrendered by either of the spouses may be retained by the other in case both of them are in the same grade.

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No employee shall be allotted a residence under the rules if the wife or husband of the employee, as the case may be, has already been allotted a residence, unless such residence is surrendered simultaneously provided that this sub-rule shall not apply where the husband and wife are residing separately in pursuance of an order of Judicial Separation made by Court.

(b) Where two employees in occupation of separate residence allotted under these rules marry each other, they shall within one month of the marriage surrender one of the residences. Continued occupation of residence will result in automatic cancellation of the allotment of one of the residences. Otherwise, the couple will be liable to pay rent at the market rate for one of the residences.

(c) Where both husband and wife are employed in the University the entitlement of each of them to allotment of a residence under these rules shall be considered independently provided the house surrendered by either of the spouses may be retained by the other in case both of them are in the same grade.

8. PERIOD FOR WHICH ALLOTMENT SUBSISTS AND THE CONCESSIONAL PERIOD FOR FURTHER RETENTION

(i) An allotment shall be effective from the date on which the allotment is accepted or from the 31st day of receipt of the allotment order whichever is earlier, and shall continue in force unless otherwise provided until the employee ceases to be in the service of the University for any reasons.

(ii) A residence allotted to an employee may be retained on payment of normal license fee on the happening of any of the events specified in Col.(i) of the table below for the period specified in the corresponding entry in Col.(2) thereof, provided the residence is required for the bonafide use of the employee or member(s) of his family.

EVENTS	PERMISSIBLE PERIOD FOR RETENTION OF THE RESIDENCE
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(a) Termination/dismissal/retirement from service as on death of the allottee	3(three) months
(b) On leave i.e., study leave, sabbatical sanctioned but for use of leave, or EOL not for employment the member(s) of his/her family.	Period of leave
(c) EOL/lien/deputation for employment elsewhere allottee shall have to pay an amount equivalent to the HRA admissible for the month preceding the actual period of EOL/lien/deputation	6(six) months

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(i) An allotment shall be effective from the date on which the allotment is accepted or from the 31st day of receipt of the allotment order whichever is earlier, and shall continue in force unless otherwise provided until the employee ceases to be in the service of the University for any reasons.

(ii) A residence allotted to an employee may be retained on (s specified in Col.(i) of the table below for the period specified in the corresponding entry in Col.(2) thereof) payment of normal license fee in the event of any one of the following provided the residence is required for the bonafide member of his/her family.

EVENTS	PERMISSIBLE PERIOD FOR RETENTION OF THE RESIDENCE
--------	---

(a) Termination/dismissal/retirement from service as on death of the allottee	3(three) months
(b) On leave i.e., study leave/ Sabbatical leave/leave on medical ground	Period of leavesanctioned but for use of the memb-ber(s) of his/her family.
(c) EOL/lien/deputation for taking employment elsewhere	6(six) months exceeding which the allottee shall have to pay an amount equivalent to the HRA admissible for the month preceding the actual period of EOL/lien/deputation
(d) Re-employment	The period of re-employment

8.PERIOD FOR WHICH ALLOTMENT SUBSISTS AN THE CONCESSIONAL PERIOD FOR FURTH RETENTION

(i) An allotment shall be effective from the date on which allotment is accepted and shall continue in force, until employee ceases to be in the service of the University un-otherwise provided.

(ii) A residence allotted to an employee may be retained specified in Col.(i) of the table below for the per specified in the corresponding entry in Col.(2) thereof payment of normal license fee in the event of any one of following, provided that the residence is required for bonafide member of his/her family.

EVENTS	PERMISSIBLE PERIOD FOR RETENTION OF THE RESIDENCE
--------	---

(a) Termination/dismissal/retirement from service or death of the allottee	3(three) months
(b) On leave i.e, Study leave/ Sabbatical leave/leave on medical ground	Period of leave sanction but for use of the meml-ber(s) of his/her family
(c) EOL/lien/deputation for taking employment elsewhere	6(six) months exceedin which the allottee shall have to pay an amount equivalent to the HRA admissible for the mont preceding the actual per of EOL/lien/deputation
(d) Re-employment	The period of re-employment

NOTE

(i) Where a residence is retained under sub-rule (ii) the allotment shall be deemed to be cancelled on the expiry of the admissible concession period unless immediately on the expiry thereof the employee resumes duty.

(ii) Where an employee is on leave on medical grounds, etc., without pay and allowances, and is allowed to retain his/her residence, by virtue of the concession under sub-rule (ii) he/she should pay the license fee for such residence every month and where he/she fails to pay such license fee for more than twelve months, the allotment shall automatically stand cancelled.

(iii) Notwithstanding anything contained in sub-rule (ii) where an employee is dismissed or removed from service or when one's services have been terminated and the University is satisfied that it is necessary or expedient in the interest of the university to do so, the University may cancel the allotment of the residence made to such an employee either forthwith or with effect from such date prior to the expiry of the period of three months referred to in item (I) of the table, below sub-rule (ii).

NOTE

(i) Where a residence is retained under sub-rule (ii) the allotment shall be deemed to be cancelled on the expiry of the admissible concession period unless the employee resumes duty at the end of the leave period.

(ii) Where an employee is on leave on medical grounds without pay and allowances, and is allowed to retain his/her residence, by virtue of the concession under sub-rule (ii) he/she should pay the license fee for such residence every month and where he/she fails to pay such license fee for more than twelve months, the allotment shall automatically stand cancelled.

(iii) Re-employed employees will be allowed to retain the accommodation allotted to them. They will not be entitled to allotment of a higher type of accommodation during re-employment.

(iv) Notwithstanding anything contained in sub-rule (ii) where an employee is dismissed or removed from service or when one's services have been terminated and the University is satisfied that it is necessary or expedient in the interest of the university to do so, the University may cancel the allotment of the residence made to such an employee either forthwith or with effect from such date prior to the expiry of the period of three months referred to in item (I) of the table, below sub-rule (ii).

(v) The Members Secretary of the committee shall at least twice a year (April & October) notify the list of employees on EOL/Lien/Deputation for a period exceeding 6 months so that necessary arrangements for the collection of the amount equivalent to the admissible HRA and other charges from the employees concerned may be made by the Finance Department.

NOTE

(i) Where a residence is retained under sub-rule (ii) the allotment shall be deemed to be cancelled on the expiry of the admissible concession period, unless the employee resumes duty at the end of the leave period.

(ii) Where an employee is on leave on medical grounds with pay and allowances, and is allowed to retain his/her residence by virtue of the concession under sub-rule (ii) he/she shall pay the license fee for such residence every month and where he/she fails to pay such license fee for more than twelve months, the allotment shall automatically stand cancelled.

(iii) Re-employed employees shall be allowed to retain the accommodation allotted to them. They will not be entitled to allotment of a higher type of accommodation during employment.

(iv) Notwithstanding anything contained in sub-rule (ii) where an employee is dismissed or removed from service or when one's services have been terminated and the University is satisfied that it is necessary or expedient in the interest of the university to do so, the University may cancel the allotment of the residence made to such an employee either forthwith or with effect from such date prior to the expiry of the period of three months referred to in item (I) of the table, below sub-rule (ii).

(v) The Member Secretary of the Committee shall at least twice a year (April & October) notify the list of employees on EOL/Lien/Deputation for a period exceeding 6 months so that necessary arrangements for the collection of the amount equivalent to the admissible HRA and other charges from the employees concerned are made by the Finance Department.

9. PROVISION RELATING TO LICENSE FEE

(i) Where an allotment of accommodation or alternative accommodation has been accepted, the liability for license fee shall commence from the date of occupation or the 31st day from the date of receipt of the allotment, whichever is earlier. (ii) Where an employee, who is in occupation of a residence is allotted another residence, the allotment of the former residence shall be deemed to be cancelled from the date of occupation of the new residence. He may, however, retain the former residence without payment of license fee for that day and the subsequent day for shifting.

10. PERSONAL LIABILITY OF THE EMPLOYEE FOR PAYMENT OF LICENSE FEE TILL THE RESIDENCE IS VACATED

(i) The employee to whom a residence has been allotted shall be personally liable for payment of the license fee, water, electricity, conservancy charges, and for any damage beyond fair wear and tear caused thereto or to the furniture, fixtures or fittings of services provided therein by the university during the period for which the residence has been and remains allotted to him, or where the allotment has been cancelled under any of the provisions in these rules, until the residence along with the out houses appurtenant thereto have been vacated and full vacant possession there of has been resorted to the University.

9. PROVISION RELATING TO LICENSE FEE

(i) Where an allotment of accommodation or alternative accommodation has been accepted, the liability for license fee shall commence from the date of occupation or the 31st day from the date of receipt of the allotment, whichever is earlier.

(ii) Where an employee, who is in occupation of a residence is allotted another residence, the allotment of the former residence shall be deemed to be cancelled from the date of occupation of the new residence. He/she may, however, retain the former residence without payment of license fee for that day and the subsequent day for shifting.

(iii) The license fee payable will be as prescribed by the Govt. of India from time to time, provided that license fee will not be payable by teachers and those employees exempted from payment by any special order.

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11. SURRENDER OF AN ALLOTMENT AND PERIOD OF NOTICE

An allottee may at any time surrender the allotment by giving one month notice before the date of vacation of the residence. The allotment shall be deemed to be cancelled with effect from the day of expiry of notice. Such allottee may be considered again for allotment of residence on a fresh application of the date of station seniority of the allottee shall be the date of expiry of the notice.

12. CHANGE OF RESIDENCE

- (i) An employee to whom a residence had been allotted under these rules may apply for a change to another residence of the same type or a residence of the type to which he/she is eligible subject to Rule No.5(ii) whichever is lower.
- (ii) If an employee fails to accept a change of residence offered to him within ten days of the receipt of such offer or allotment, his/her request for the change will lapse.
- (iii) Such change of residence can be done only once for the same type or residence.
- (iv) An employee who changes university residence to undertake a responsibility of the University requiring a stay in earmarked accommodation of the University shall be allotted an accommodation on a priority basis on relinquishing the responsibility.

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13. MUTUAL EXCHANGE OF RESIDENCE

Employees to whom residence of the same type have been allotted under these rules may apply for permission to mutual exchange of their residence. Permission for such mutual exchange may be granted if both the employee reside in the respective residences for at least six months from the date of approval of such exchange.

14. MAINTENANCE OF RESIDENCE

- (i) The allottee shall maintain the allotted residence and compound in a neat and clean condition and shall be liable to make good the damage to the residence including wood works floor and walls fixture, furniture fittings (natural wear and tears exempted).
- (ii) The allottee shall not construct any unauthorised structure(s) in any part of the premises and not tamper with the existing structures or electricity and water connections. Cutting of trees shrubs without permission will not be allowed.
- (iii) The allottee shall not use the residential quarters, for purposes other than for which it is allotted nor use in any manner that may cause annoyance/nuisance to the neighbourhood.
- (iv) The allottee on occupation/vation of the quarter should sign an inventory of furniture/fittings in the quarter. The Estate officer will sign the inventory on behalf of the University.

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Employees to whom residence of the same type have been allotted under these rules may apply for permission to mutual exchange of their residence. Permission for such mutual exchange may be granted by the committee.

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- (iii) The allottee shall not use the residential quarters, for purposes other than for which it is allotted nor use in any manner that may cause annoyance/nuisance to the neighbourhood.
- (iv) The allottee on occupation/vation of the quarter should sign an inventory of furniture/fittings in the quarter. The Estate officer will sign the inventory on behalf of the University.

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- (iii) The allottee shall not use the residential quarters, for purposes other than for which it is allotted nor use in any manner that may cause annoyance/nuisance to the neighbourhood.
- (iv) The allottee on occupation/vation of the quarter should sign an inventory of furniture/fittings in the quarter. The Estate officer will sign the inventory on behalf of the University.

15. SUB-LETTING AND SHARING OF RESIDENCES

(i) No employee shall share the residence allotted to him or any of the outhouse appurtenment thereto except with the employees of the University eligible for allotment of residence under these rules with a prior permission of the University. A formal report shall be made to the University by the allottee giving particulars of sharing the accommodation. The servant quarters, outhouse and garages may be used for the bonafide purposes.

16. CANCELLATION OF ALLOTMENT

(i) Any breach of the above rules will without prejudice to any disciplinary action entail cancellation of allotment and in such case three months time will be given for vacation of the quarter.

(ii) Thereafter an allotment has been cancelled but the residence remains in occupation of the employees such employee shall be liable to pay for use and occupation of the residence services, furniture, etc. or amount equal to the market license fee as may be determined by the University. Proceedings shall commence forthwith for the vacation of the residence.

17. INTERPRETATION OF THE RULES

Any question arising as to the interpretation of rules will be decided by the Executive Council.

18. APPEAL AGAINST THE DECISION OF THE ALLOTMENT COMMITTEE

Any appeal against the decision of the Committee shall in the first instance be made to the Committee for a review of the case. If however, appellant is still not satisfied with the resultant decision then an appeal may be made to the Vice-Chancellor whose decision shall be final. The first appeal be preferred within the period of validity of the offer of allotment.

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16. CANCELLATION OF ALLOTMENT

(i) Any breach of the above rules will without prejudice to any disciplinary action entail cancellation of allotment and in such case three months time will be given for vacation of the quarter.

(ii) After an allotment has been cancelled but the residence remains in occupation of the employees such employee shall be liable to pay for use and occupation of the residence services, furniture, etc. an amount equal to the market license fee as may be determined by the University. Proceedings shall commence forthwith for the vacation of the residence.

17. INTERPRETATION OF THE RULES

Any problem arising as to the interpretation of rules will be decided by the Vice-Chancellor.

18. APPEAL AGAINST THE DECISION OF THE ALLOTMENT COMMITTEE

Any appeal against the decision shall in the first instance be made to the Committee for a review of the case. If however, appellant is still not satisfied with the decision of the Committee, an appeal may be made to the Executive Council (under NEHU Act 32) and the decision of the Executive Council shall be final. The first appeal be preferred within the period of validity of the offer of allotment.

15. SUB-LETTING AND SHARING OF RESIDENCES

(i) No employee shall share the residence allotted to him or any of the outhouse appurtenment thereto except with the employees of the University eligible for allotment of residence under these rules with a prior permission of the University. A formal report shall be made to the University by the allottee giving particulars of sharing the accommodation. The servant quarters, outhouse and garages may be used for the bonafide purposes.

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(ii) After an allotment has been cancelled but the residence remains in occupation of the employees such employee shall be liable to pay for use and occupation of the residence services, furniture, etc. an amount equal to the market license fee as may be determined by the University. Proceedings shall commence forthwith for the vacation of the residence.

17. INTERPRETATION OF THE RULES

Any problem arising as to the interpretation of these rules will be decided by the Vice-Chancellor.

18. APPEAL AGAINST THE DECISION OF THE ALLOTMENT COMMITTEE

Any appeal against the decision of Residential Allotment Committee shall in the first instance be made to the Residential Allotment Committee for a review of the case. If however, the appellant is not satisfied with the decision of the committee, an appeal may be made to the Executive Council and the decision of the Executive Council shall be final. The first appeal should be made within the period of validity of the offer of allotment.

APPENDIX-I**APPLICATION FOR RESIDENTIAL ACCOMMODATION**

1. Name :
2. Designation :
3. Department to which attached :
4. Campus :
5. (i) Date of Joining the North-Eastern Hill University :
- (ii) First appointment in NEHU as _____ on _____
- (iii) Next appointment/promotion as _____ on _____
- (iiii) Present appointment/promotion as _____ on _____

6. Scale of Pay :
7. Present basic pay :
8. Period of posting/transfer outside the campus :
9. Date of Birth :
10. Present accommodation :
 - (i) Own house or house owned by any member of the family
 - (ii) Govt./Semi Govt. Quarter
 - (iii) Rented house

11. Type of accommodation applied for :

12. Do you want to be considered for accommodation below your entitlement

Dated Shillong,
The _____ 199-

Signature:
Designation

APPENDIX-I
APPLICATION FOR RESIDENTIAL ACCOMMODATION

No amendment

No Amendment

APPENDIX -I**APPLICATION FOR RESIDENTIAL ACCOMMODATION**

1. Name :
2. Designation :
3. Department to which attached :
4. (i) Date of joining the North-Eastern Hill University at Shillong, Aizawl, Tura:
- (ii) First appointment in NEHU as _____ on _____
- (iii) Next appointment/promotion as _____ on _____
- (iv) Present appointment/promotion as _____ on _____

5. Scale of pay :
6. Present basic pay :
7. Date of Birth :
8. Present accommodation :
 - (i) Own house
 - (ii) Govt/Semi Govt. quarters
 - (iii) Rented House

9. Type of accommodation applied for :

10. Do you want to be considered for accommodation below your entitlement :

Dated Shillong / Aizawl / Tura
The _____ 199

Signature
Designation

DESIGNATION :

Received for allotment of quarter

From
Name
Designation

ACKNOWLEDGEMENT:

Received application for allotment

6:6:7(17)

From
Name
Designation

ACKNOWLEDGEMENT:

Received application for allotment
of quarter from _____

Name _____

Designation _____

Performance Certificate

W.L.F.

engaged

Certified that Shri/Smt. Hilaryson Sylembeht DSO on Daily Wages, Central Library
(Digitization Lab) has performed duties for 27 days per list to 31 May including Saturdays
and holidays except Sundays and public holidays when the library remain closed, to
complete the time bound work of library Digitization Project under list to be completed
by March 2012. The engagement on holidays has been
available to complete the time bound project
by March 2012.

Chief Librarian
Central Library
Digitization
Project

APPENDIX II

The University shall maintain a station seniority list of the following cadres :

1. Professors and Readers (Combined)
 2. Lecturers
 3. Professors, Readers and Lecturers (Combined)
 4. Officers of the University equivalent to the rank of Readers & Lecturers (Combined).
 5. Section Officers and officers of equivalent rank.
 6. Group 'C' employees.
 7. Group 'D' employees.
-

ANNEXURE - II**Seniority List**

The University shall maintain a station seniority list of the following grades (As per provision under Section 26 (1) of NEHU Statutes):

1. (Combined) Professors, Readers, Lecturers (Including Sr. & Selection Grade & Officers of Basic Pay Rs.4001 and above (existing)
2. (Combined) Readers, Lecturers and Officers of Basic pay Rs.2001-4000 (Existing)
3. Functionaries of Basic Pay Rs.1001-2000 (Existing)
4. Functionaries of Basic Pay Rs.1000 or less (Existing)
5. (Combined) Functionaries of Basic Pay Rs.2000 or less (Existing)

APPENDIX -II**Station Seniority List**

The University shall maintain a station seniority list of the following cadres :

1. Professors and Readers and Lecturers (Combined)
2. Officers of the University of the rank of Directors , Deputy Registrars & Assistant Registrars and equivalent (Combined).
3. Section Officers and employees of equivalent rank.
- 4.. Group 'C' employees.
5. Group 'D' employees.

(vii) Amendment of House Allotment Rules -
Report of the Committee.

EC:99:98:6:6: (vii): The Council considered the recommendation of the Committee appointed by the Council to look into the House Allotment Rules and RESOLVED to approve the same.

(viii) Revision of Pay Scales on the Recommendation of the
Vth Pay Commission w.e.f. 1.1.96 in respect of
Teachers / Officers.

EC:99:98:6:6: (viii): The Council considered the Vth Pay Revision package for teachers and officers in the Central Universities and RESOLVED to accept the same, however clarification may be sought from the UGC on the following points:

1. Whether there should be bunching after fixation at Rs.14,940 stage, given after 5 or more years in the Reader / equivalent grade.
2. Cut-off date of the age of superannuation of 62 years in respect of those teachers who have retired in between the dates of issue of orders by MHRD / UGC and formal acceptance by NEHU.
3. Whether fixation of pay on completion of 5 years at stage Rs.14,940 is applicable to those Readers / equivalent who were in position after 1.1.96.
4. Applicability of the age of superannuation as 62 years to officers joining prior to 2.7.87 and either 60 or 62 years to those who joined after 2.7.87 other than those mentioned in letter No.F.1-22/97-U.A dt. 6.1.98 under Clause (4).
5. In view of the fact that the process of implementation will take some time and in view of the forthcoming Winter holidays, the Council RESOLVED that advance payment of arrears be paid as per the following rates subject to adjustment of the same in the final payment of arrears.

(i) Teachers who joined prior 1.1.96	-Rs.50,000/-
(ii) After 1.1.96 and prior 31.12.97	-Rs.30,000/-
(iii) After 31.12.97 and prior 31.12.98	-Rs.20,000/-
(iv) After 31.12.98 and prior 31.6.98	-Rs.10,000/-
(v) After 31.6.98 and prior 8.12.98	-Rs.5,000/-
6. The Council further RESOLVED that advance payment of arrears be kept in abeyance for the following categories:
 - (i) Ambiguous options.
 - (ii) Cases which are subjudice.
 - (iii) Cases of marginal retirement / re-employment.
 - (iv) Those who are on leave.