

RULES FOR ALLOTMENT OF RESIDENCES

2017

Modified on 1st December 2017

JAMIA HAMDARD

(HAMDARD UNIVERSITY)

HAMDARD NAGAR, NEW DELHI-62

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JAMIA HAMDARD
"RULES FOR ALLOTMENT OF RESIDENCES"
"GENERAL"

1. The rules given below apply to the allotment of residential accommodation built for the staff of Jamia Hamdard.
2. (a) The Allotment committee will be constituted by the Vice Chancellor for a term of three years.
- b) It will comprise and function as under:
- (i) One of the Dean of the Schools of the Jamia Hamdard or Senior Professor, nominated by the Vice Chancellor will be the Chairman of the committee. *Pro-Vice Chancellor*
 - (ii) Two Professors nominated by the Vice Chancellor.
 - (iii) Two Associate Professors nominated by the Vice Chancellor.
 - (iv) Two Representatives from Non-Teaching Staff.
 - (v) *Nominee of Deans H.M.S.K.* One of the above may be nominated as member secretary by the Chairman.
- (c) Five members' presence shall form the quorum.
- (d) The committee shall submit its recommendations to the Vice Chancellor for his approval.
- (e) In case of a dispute, the decision of the Vice Chancellor will be final and binding.
- (f) *Registrar will be Permanent Member Secretary*

"DEFINITIONS"

3. In these rules, unless the context otherwise requires:
- (a) Allotment' means the grant of license to occupy a residence with the provision of these rules.
 - (b) Family' means the wife or husband as the case may be, children; step-children and legally adopted children, parents, brothers or sisters, as ordinarily reside with and are dependent of the allottee.
4. (a) The categories of existing houses would be as shown in schedule-I
(b) The license fee payable would be calculated @ 6% of the cost, as per the Central Government rule excluding the cost of land, which shall be notified from time to time and presently as per schedule-I.
5. The allotment of house shall ordinarily be made only to a permanent and whole time employee of the Jamia Hamdard.
6. In the allotment of house, a staff-member whose presence on the campus is essential for the efficient management and supervision of the work of Jamia Hamdard will have preference over others in the respective categories. A list of "Essential Services" is given in schedule-II.

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ADMINISTRATION

SCHEDULE-II

"LIST OF ESSENTIAL STAFF"

S. N.	Department /Designation	Remarks
HIMSR/HAHC Hospital		
1.	Dean	1
2.	Medical Superintendent	1
3.	Professor/Associate Professor/Assistant Professor/ Surgeon	1
4.	Anesthesiologist	1
5.	Sr. Resident	1
MAJEEDIA HOSPITAL		
1.	Medical Superintendent	1
2.	Other essential staff e.g. Sr. Resident/RMO/ Clinical Staff to be Specified by the Medical Superintendent with the approval of the Vice-Chancellor.	
4.	Nurses (Hostel Accommodation)	1
MAINTENANCE:		
1.	SE/XEN	1
2.	Assistant Engineer Electrical	1
3.	Generator Operator	1
4.	Electrician	1
5.	Plumber	1
6.	IT Professional Professional Technician	1
SECURITY STAFF		
1.	Security Officer / Security Inspector	1

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ADMINISTRATION		
1.	Vice Chancellor	1.
2.	Pro-Vice Chancellor	1
3.	Registrar	1
4.	D.S.W., Proctor	2.
5.	Warden (Accommodation in Hostel)	1
6.	Driver	1
7.	P.S. To Vice Chancellor PVC	2
8.	Attendant to Vice-Chancellor PVC	2

- > One flat is earmarked for each of the personnel of Schedule -II (essential staff).
 - > 70% of the staff accommodations of AMHR Hostel are earmarked for the staff of HIMSR and HAHC Hospital. These will be allotted to meet the MCI requirement.
7. For allotment purpose, the various blocks and residential houses shall be bifurcated into teaching and non-teaching as under.

A. TEACHING BLOCKS:

The allotment will be made on the basis of rank and status as under:

ASSISTANT PROFESSORS (Scale -I):

'A' Block, Pul Prahladpur and 'D' Block Hamdard Nagar (50% Houses are reserved for non teaching staff which may also be allotted to Demonstrators in special circumstances)

ASSISTANT PROFESSORS (Scale-2 & Scale-3), ASSOCIATE PROFESSORS and equivalent of Non-Teaching staff:

'C' & 'G' Block Hamdard Nagar (Assistant Professors /Associate Professors and two quarters for non-teaching staff)

PROFESSORS:

'B' & 'G' Blocks Hamdard Nagar (Professors + equivalent AGP 10,000.00)

B. NON-TEACHING BLOCKS:

The allotment will be based on the date of initial appointment, basic pay and seniority maintained by Establishment Branch:

1. GROUP C Employees:
AGP (1800 - 2400)

J/J-1 Block Hamdard Nagar
'C' & 'F' Block Pul Prahladpur

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2. GROUP B & C Employees
AGP (1800 - 2400)

AGP (2800-4200)

AGP (4600-5400)

Special for Nurses
'E1' and 'H' Block Hamdard Nagar and 'E' Block Pul Prahladpur
'I' Block (4 Quarter Pharmacy) Hamdard Nagar

'E' Block Hamdard Nagar and 'B' Block Pul Prahladpur

'D' Block Hamdard Nagar (50% Houses)

'D' Block Pul Prahladpur (*Two flats for Nurses & House Job Trainees*)

'D' Block Hamdard Nagar is considered for Assistant Professors and non-teaching staff of the level of SO and above.

Physically handicapped employees may be considered for ground floor flats of respective cadre on priority.

Note: All Pay scale mentioned are as per 6th pay commission. The pay scale may be considered corresponding to revisions from time to time.

'A' Block of Hamdard Nagar and Pharmacy Bungalow shall be at the discretion of the Vice - Chancellor for the officers appointed on tenure post or essential works e.g. Pro Vice Chancellor, Registrar, Finance Officer or any other officer of the Jamia Hamdard as deemed essential by the vice chancellor.

8. Non-Teaching Blocks will include all Technical Staff, and Nursing Tutors etc. Six flats in E1 Hamdard Nagar and two flats in 'D' Block Pul Prahladpur will be reserved for Nurses and House Job Trainees.
In case, an employee is promoted to the next higher stage of pay, his entitlement in the earlier cadre shall not be forfeited.

9. An employee to whom a residence has been allotted shall convey his acceptance of the allotment within ten days of the receipt of the order of allotment and take possession of the residence within 30 days of acceptance. If a licensee fails to accept the accommodation as above, the allotment shall be cancelled and such licensees have no entitlement of allotment for two years.

10. The Allotment shall be effective from the date of occupation by a licensee or from the 15th days of the receipt of the order of allotment, whichever is earlier, and shall continue as such unless it is cancelled or surrendered by the licensee.

11. a) No residence of higher type than he/she is entitled to shall be allotted to an employee. Provided that if his request for the next lower type than his entitlement is received, he may be considered for the same according to his date of serving in that lower cadre.

b) Employee to whom residences of the same type have been allotted may apply for permission to mutually exchange their residence and permission for such exchanges may be granted by the House Allotment Committee after due consideration of various circumstances and if both the employees reside in their mutually exchanged residence for at least six months from the date of approval of such exchange.

c) When an allotted has been sanctioned leave including E.O.L. for a period not exceeding twelve months, he may retain the house for a maximum period for twelve months in case his dependent is not accompanying him to his temporary university approved assignment. Permission to retain the house during sanctioned extra ordinary leave will be for one year ordinarily but may be extended to a second year in special cases with the permission of the Vice-Chancellor.

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- d) An employee of Jamia Hamdard may retain the premises allotted to him/her at stand and licensee fee for the period:
- | | |
|---|---|
| (i) Termination of services | 1 month |
| (ii) Resignation | 2 month |
| (iii) Retirement from service | 3 months |
| (iv) Deputation | Period of Deputation |
| (v) In the event of death of employee/ allottee | 3-6 months for the spouse of allottee as agreed by the Competent Authority. |
- e) In case the dependents of allottees also go with the allotted on Extra Ordinary leave approved by the University, accommodation has to be surrendered to Jamia Hamdard but in that case the allottee shall be provided the first available quarter of equivalent type immediately on his return. Provided further that if the accommodation is not vacated on the expiry of above specified period, the Jamia Hamdard shall take such administrative and legal measures which deem fit and in addition the allottee concerned will be liable to pay penal rent at the prevalent market rate to be determined by the competent authority of Jamia Hamdard. The aforesaid penal rent shall be recovered from the dues/amounts due from Jamia Hamdard to the licensee or otherwise.
- f) It shall also be incumbent on the part of allottee to submit a legal bound/agreement together with the affidavit as per Annexure-I, undertaking that at the expiry of period of sanctioned leave, licensee shall automatically loose possession and the Jamia Hamdard will be entitled to take the possession and allot the house to any other employee.
- g) The competent authority of Jamia Hamdard any time during the terms of allotment may ask the allottee to submit a surety bond undertaking to discharge all liabilities, which may come to into force under rules and because of operation of clause relating the penal rate of rent.
- h) That all those employees who are in occupation of the Jamia Hamdard accommodation and also have their own accommodation or acquire in future accommodation in their name or in the name of their wife or dependent children in the Union Territory of Delhi, should vacate the official accommodation within three months from the issue of notice in the regard or the acquisition of the accommodation, as the case may be. In case of non-compliance of the notice, penal rent as prescribed by the Jamia Hamdard shall be charged and will be deductible from salary.
12. Any member of the staff already in-occupation of residential accommodation other than to which he/she is eligible may, whenever a vacancy arises, be allotted the class of accommodation to which he/she is eligible.
13. Preference will be given to the residents already occupying accommodation for shifting within the same block in order of seniority.
4. Every person to whom accommodation has been allotted shall maintain the allotted premises in a clean and sanitary condition to the satisfaction of the Jamia Hamdard, Municipal and Health Authorities.
5. The licensee shall be responsible for any damage beyond fair wear and tear of all fittings and fixtures provided in the allotted premises during the period which the residence has been and remains allotted to him/her and/or remains under his/her occupation.

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16. The licensee shall, not without the permission of the Jamia Hamdard in writing.
1. Sublet or share or part with possession, with or without consideration of licensee fee, the whole or part of the allotted premises, or any of the out-houses or apartments thereof.
 2. Constrict temporary or unauthorized structures in any part of the allotted premises.
 3. Use the allotted premises or part thereof for purposes other than which they are meant and.
 4. Take authorities extension from electric or water connections or tamper with them.
17. The licensee shall not use the premises allotted to him/her in a manner likely to cause annoyance or nuisance to the neighbors.
18. Every licensee shall, at all reasonable times, permit the authorized officers of the Jamia Hamdard or employees of the Building and Health Departments to enter upon the allotted premises for inspection etc.
19. If person to whom a residence has been allotted commits breach of any of these bye-laws or uses or permits the residence or premises to be used for any purpose which the Vice-Chancellor considers to be improper, the Vice-Chancellor may:-
- Require him/her to vacate the premises and declare him/her ineligible for the Jamia Hamdard accommodation for a period as may be specified by him in each case.
20. A licensee shall, on occupation or vacation of the residence, sing an inventory of fittings and/or furniture in the residence. Such an inventory shall be prepared and signed by the authorized officer (s) on behalf of the Jamia Hamdard.
21. If the house is vacated within first to 15th of any month or is occupied on or after 16th of any Month, the licensee for 15 days shall be charge. If the house is occupied on or before 15 or vacated on or after 16th of any month, the license fee for full month shall be charged.
22. If any question regarding the interpretation of these rules arises, it will be decided by the Vice Chancellor-keeping in view the recommendations of the House Allotment Committee.
23. Every employee has to sign a declaration before occupying the staff quarter allotted to him by Jamia Hamdard.
24. In the interest of the university, the Vice-Chancellor of Jamia Hamdard without any prejudice to the aforesaid rules may allot a suitable accommodation to the employees of Jamia.

"Schedule"-I

"CLASSIFICATION OF CATEGORIES & LICENCE FEE"

S. No.	CATEGORY	NAME OF BLOCKS	ELIGIBILITY	Monthly (Rs.) *
1.	Teaching Employees	'A' & 'B' Hamdard Nagar (+) Bungalow (Pharmacy Campus)	Not below the grade of AGP 9000/- And revised	Existing as per schedule 1993. However, may be revised time to time as per Govt. norms
2.	Teaching/ non-teaching Employees	'C' & 'G' Blocks Hamdard Nagar	Not below the grade of AGP Rs.6600/- And Revised	
3.	Teaching & Non teaching	'A' Pul Prahladpur	Not below the grade of AGP 5400 - 6600 and Revised	

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4.	Teaching & Non teaching Employees	'D' Hamdard Nagar (50% Houses) for each	Ordinarily not below the AGP of Rs. 4600 – 5400 And Revised
5.	Teaching, Non teaching, Demonstrators	D-Block Pul PrahladPur	AGP Rs.4600 – 5400 And Revised
6.	Non-Teaching Staff	E-Block Hamdard Nagar & B-Block Pul Prahladpur	AGP Rs.2800 – 5400 And Revised
7.	*Non-Teaching Staff	'G' Block Basement Hamdard Nagar	AGP Rs.2800 – 4800 And revised
8.	Non-Teaching Staff	EI, H, I, J, JI Blocks Hamdard Nagar & C, E & F Blocks Pul Prahladpur	AGP 1800 to 2400 And revised

*G-Block Basement staff quarter is earmarked for Security Officer/Inspector.

“TO BE EXECUTED ON A NON-JUDICIAL STAMP PAPER OF THE VALUE OF RS. 10/- DULY ATTESTED BY NOTARY PUBLIC, WITH NOTARY STAMP

“ANNEXURE-1”

AGREEMENT

This Agreement made on the _____ day of _____ one thousand nine hundred and ninety _____, Between, the Jamia Hamdard, Deemed to be University (a corporate Body constituted under the Societies Registration Act, 1860) which expression shall include successors and assignees and all the person for the time being in Management of Jamia Hamdard, acting through the Registrar, presently, Dr. _____ herein after called the Jamia Hamdard, party of the first part and Shri _____ at present employed as a _____ and working in-the _____, lamia Hamdard (herein' after called the Employee), party of the second part and

(i) Shri _____ S/o Shri _____ working as _____ in Jamia Hamdard

Residing at _____

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And (ii) Shri -----S/o Shri----- working as in Jamia Hamdard and residing at -----

(persons mentioned at, (i) and, (ii) herein after collectively called the "Sureties" which expression shall include their heirs, executors and administrators) of the party of the third part, WHEREAS Shri ----- party of the second part who is in the employment of Jamia Hamdard and residing in the accommodation of Jamia Hamdard, bearing No ----- allotted to him, the party of the second part, in the course of his employment, by the Jamia Hamdard. The party of the second part made applications to the Jamia Hamdard, party of the first part for grant of ----- leave and for taking the permission to retain the residential premises No----- during such-----

And whereas on the terms and conditions contained in the Leave Rules and the allotment rules of Jamia Hamdard, the Jamia Hamdard party of the first part has agreed to grant the party of the second part-----Leave, for the period from ----- to -----and the Jamia Hamdard also agreed to allow the party the second part (or his resident family members residing in the said flat) to retain the residential premises for a specific period of 12 months w. e. f. -----to-----

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. Subject to the allotment rules of Jamia Hamdard, party of the first part, the Jamia Hamdard, allow to retain the residential accommodation No....., to the employee/officer, party of the second part including the resident family members of the party of the second part, for a specific period of 12 months from the day of proceeding on leave, by the party of the second part.
2. That during this period of 12 months, the employee/officer, party of the second part will remain bound and follow the existing terms and conditions of the allotment rules of the Jamia Hamdard, party of the first part and other terms and conditions relating to the allotment rules which comes into force, from time to time, by the party of the first part.
3. That during the period of 12 months, the party of the second part will also be bound with the terms and conditions contained in the letter of allotment, issued by the party of the first part appended herewith, which shall also form part of this Agreement.
4. That the party of the second part and their family resident members. Will not give this accommodation to any other person; on rent or subletting and not keep any paying guest or outsiders or part of possession and will not make any addition, alteration in the said accommodation.
5. That during this period of 12 months, W. e. f. toin case of dismissal, discharge; termination of services of the party of the second part, by the party of first part or in case of resignation by the party of the second part, has right to get vacant possession from the party of the second part or their resident family the party of the first part members during such

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- period of 12 months. And the party of second part and their family members will not retain this premises beyond the period which is allowed under the peaceful vacant possession to the party of the first part, Jamia Hamdard
6. That the party of the second part and his resident family, after expiry of 12 months, from the date of proceeding on leave, by the party of the second part, will vacate the allotted premises, unconditionally and hand over peaceful vacant possession to Jamia Hamdard, party of the first part without any claim whatsoever relating to the said premises.
 7. That on the expiration of the stipulated period of 12 months, the possession of the allotted house No shall automatically vest in Jamia Hamdard, party first-part and the
 8. Employee/officer, party of the second part and the resident family members have no claim whatsoever in this regard.
 9. That in case party of the second part and his resident family members commit any breach of the conditions of this Agreement and allotment rules of the party of the first part, the party of the first part has the right to take action according to allotment rules of the party of the first part or may impose penalty or may charge damages charges, as per prevailing rates of damages.
 10. That the Sureties, jointly and severally hereby guarantee the due performance by the party of the second part, of all his obligations, in terms of this Agreement and in the event of the Employee/officer, party of the second part, commit breach of any of the obligations terms and conditions, the sureties hereby agree and undertake jointly and severally, to pay to Jamia Hamdard, party of the first part, on demand and without demand, all such sums, as shall be payable to the Jamia Hamdard, in terms of this 'Agreement, together with all costs and expenses, damages charges etc.
 11. The guarantee hereby give, is continuing guarantee and shall not be revoked by the sureties or anyone of them, without the consent of the Jamia Hamdard, party of the first part.
 12. In order to give effect to this guarantee, the Jamia Hamdard, party of the first part shall be entitled to act as if each of the sureties was a principal debtor and other rights, which may be inconsistent with the provisions of this Agreement.
 13. The right of the Jamia Hamdard party of the first part of recover from the sureties or from, any of them any amount in terms of this Agreement and the allotment rules of Jamia Hamdard, shall not be effected or suspended by reason of the fact that any dispute or disputes have been raised by the Employee/officer, party of the second part with regard to his liabilities or that any proceeding are pending before any Tribunal, court or any other Body, with regard there to or in connection there with.

IN WITNESS WHEREOF the parties here to have hereunto set their hands, the day and year first above written.

Signed and delivered by the Registrar

on behalf of the Jamia Hamdard.

(Party of the first part)

(Name.....)

Registrar

Signed with name.

Shri
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[Handwritten initials]

[Handwritten date]

(Party of the second part)

Shri-----

Shri-----

In the presence of the following witnesses:

Name-----

Address-----

2. Name-----

TO BE TYPED 'ON NON-JUDICIAL STAMP PAPER OF VALUE OF Rs. 2/- DULY ATTESTED BY' OATH COMMISSIONER OR' NOTARY PUBLIC WITH NOTARY

AFFIDAVIT

Affidavit of Shri----- S/o' Shri-----

Aged-----, resident of-----

I,-----, S/o Shir-----

Working as----- Jamia Hamdard University, Hamdard Nagar, New Delhi-110062 at present at New Delhi, do hereby take oath and solemnly affirm and declare as under:-

That the Deponent applied for the sanction of-----leave full pay without pay, for a period of-----which was duly sanctioned as per the leave rules of Jamia Hamdard.

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That the Deponent residing along with his family in the accommodation of Jamia Hamdard , bearing No---

That the Jamia Hamdard allotted to the Deponent, the said residential accommodation in the course of Deponent employment in Jamia Hamdard.

That on the request of the Deponent, the Jamia Hamdard, allowed to the Deponent to retain the accommodation on the existing terms and conditions during such leave, only for specific period of 12 months w. e. f. the day of the Deponent proceeding on leave.

That the Deponent himself or his family residing in the said accommodation will remain bound and follow the allotment rules of Jamia Hamdard along with the terms and conditions as stipulated in the letter of allotment, issued to the Deponent or any other rules of Jamia Hamdard came into force, from time to time

That the Deponent or his family members during this period of 12 months will not give this accommodation to any other person, on rent or subletting and not keep any paying guest or outsider or part with possession, and will not make any addition, alteration in the said accommodation.

That during this period of 12 months from ----- to -----, in case of dismissal, discharge, termination of service of the Deponent by the Jamia Hamdard or in case of resignation by the Deponent, the resident family members of the Deponent will only retain this premises for a period which is allowed under the allotment rules of Jamia Hamdard and on the expiry of such period, will vacate the allotted possession to the concerned authorities of the Jamia Hamdard.

That after expiry of 12 months with effect from ----- to ----- the Deponent or the resident family members of the Deponent will vacate the allotted premises unconditionally and hand over peaceful vacant possession to Jamia Hamdard without any claim whatsoever relating to the said premises.

That after the expiry of the stipulated period of 12 months from the date of department

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Leelina Nasreen
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