



भारतीय विज्ञान शिक्षा एवं अनुसंधान संस्थान भोपाल
Indian Institute of Science Education and Research Bhopal

संपदा प्रबंधन नियम पुस्तिका
Estate Management Manual

(Approved by BOG at its 2014-1/14th meeting held on January 20, 2014)

जनवरी २०१४
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1. The Estate

The Indian Institutes of Science Education and Research (IISERs) were created in 2006 through a proclamation of Ministry of Human Resource Development, Government of India, to promote quality education and research in basic sciences. Soon after the announcement, two of these institutes at Pune and Kolkata, respectively, were started in 2006. This was followed by an institute at Mohali (2007) and at Bhopal and Trivandrum in 2008. Each IISER is a degree granting autonomous institution with a prime focus to integrate science education and research, with a motive of attracting bright students and world class faculty.

Initially, the Institute was established through registration under MP Society Registration Act, 1973 on February 20, 2008 till notification of Government of India dated June 8, 2012.

Subsequently, the Institute was declared as an Institute of National importance through a parliamentary enactment in June, 2012 by the Government of India.

The permanent campus of the Institute is located on National Highway No. 34 on Narsingharh Indore By-pass Road, near Bhauri village. The Government of Madhya Pradesh have allotted about 200 acres of land admeasuring 81.012 hectares in the following khasaras:

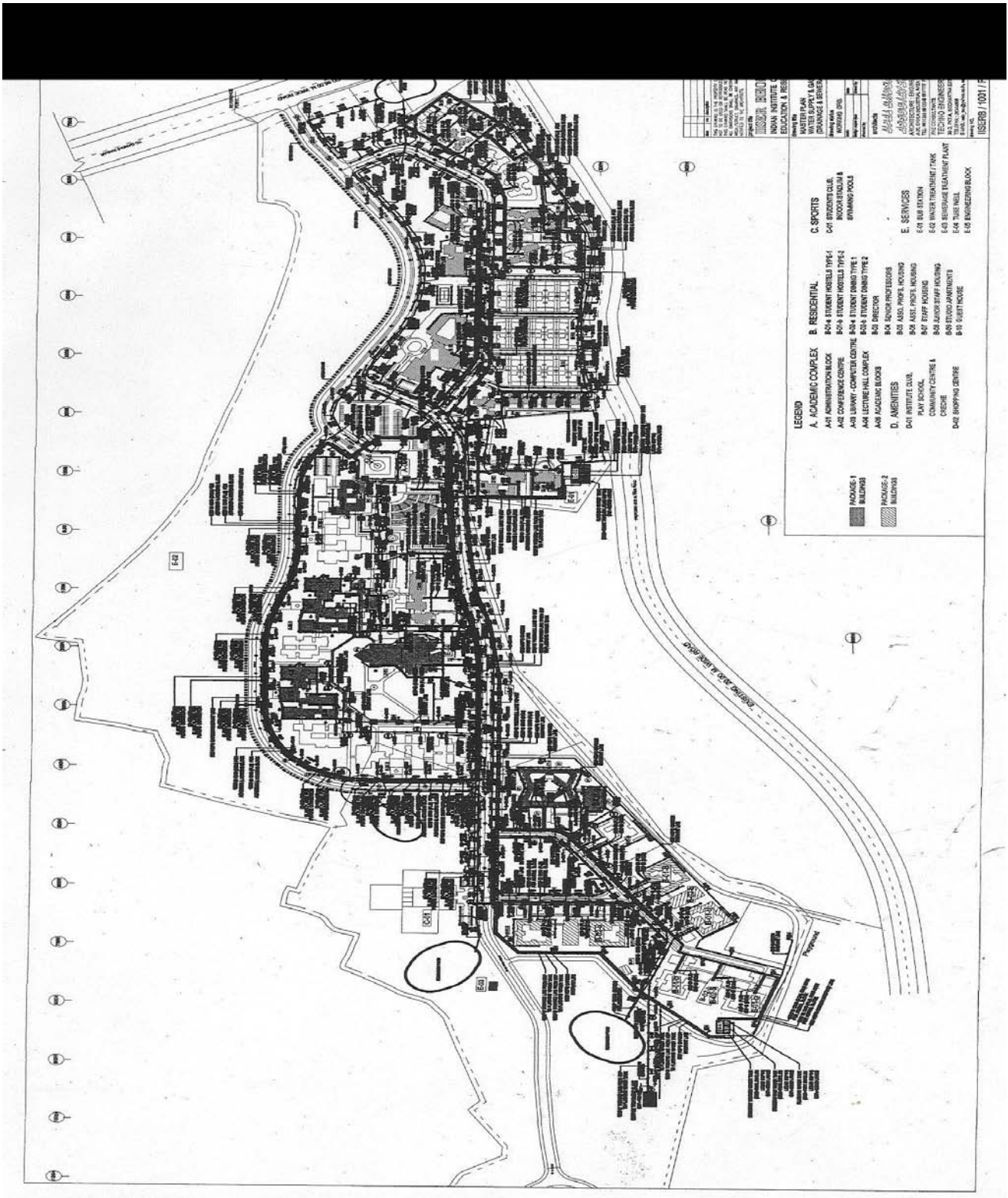
Name of village	Khasra No.	In Rakba Hectare
भौरी प ह नं 34 रा नि म 4 फन्दा तहसील हुजूर भोपाल	12/1	1.864
	13/1	12.867
	146	12.141
	147/1/1	9.211
	148	11.144
	151	6.279
	284	13.597
	285	5.241
	286	0.028
	287	0.020
	288/2	8.620
	Total	81.012

The land revenue records are available on the MP Government website http://landrecords.mp.gov.in/newweb/tabs/ssrs_Report_Viewer.aspx?RName=Fetchrptkhasra_Report

The important facilities on the campus are as follows:

- (a) Academic (b) Students (c) Community facilities (d) Residential

Appended alongside is the approved master plan of the Institute which has been divided into residential, academic and student hostels areas. The Institute's Works Department is vested with the responsibilities of creating the permanent infrastructure as per the Detailed Project Report (DPR) in different phases and maintain the campus facilities.



**IISER Bhopal
Master Plan**

2. The Estate Office

The Estate office works under the charge of Estate Officer who is also the Institute Engineer. He is supported by the Estate section for administrative and accounting work. The Estate Office performs the following work:

1. Allotment of residence on approval from Chairperson, House allotment Committee.
2. Allotment of commercial Establishment.
3. Grant of Licence to vender through the committee.
4. Permission for providing social, religious and other official functions.
5. Realization/ recovery of Licence fee/ rent etc (including water charges, electrical bill, telephone charges, Lift Charges etc.)
6. Action against misuse of Institute accommodation like sub-letting, unauthorized construction & occupation etc.
7. Execution/renewal/deed for commercials establishments and leased accommodation hired by the institute.
8. Allotment of dining halls and canteens attached to the different hostels to the students' co-operative mess committee on suitable rent under non-commercial usage for running the dining facilities for the students' occupying the hostels.
9. To act as the custodian of the estate and safeguard the government premises against any encroachments, unlawful constructions, trespass, mining, deforestation, hazardous pollution etc. in coordination with the security and vigilance wings of the Institute.

3. Eviction powers of Estate Officer

The Estate Officer of the Institute is vested with all the authorities for implementation of these rules or the rules appropriate for protecting the Government premises on the campus of IISER Bhopal and ensure implementation of the decisions of the designate Committees for management of various facilities within the peripheral boundaries of the estate of the Institute at Bhauri campus including any other extension centres / satellite centres falling under the jurisdiction of the Institute currently under operation or coming into existence from time to time, as per the Government of India stipulations.

The Estate Officer of the Institute is the authority appointed in accordance with the provisions under section 3 of Public Premises (Eviction of Unauthorised occupants) Act, 1971. The Estate Officer shall fully exercise the powers conferred under the Public Premises (Eviction of Unauthorised occupants) Act, 1971.

The detailed procedures and powers vested in the Estate Officer as per the Public Premises (Eviction of Unauthorised occupants) Act, 1971 are available in its full and appended to these rules.

4. Prohibited items, pollutants and use of polythene

As per the orders of the Ministry of Environment & Forests, Government of India, the Government of Madhya Pradesh, State Pollution Control Board and the local Corporate / Municipal / Panchayat rules or the rules of Collector and District Magistrate, all the items prohibited for use and sale for use, trafficking, consumption, possession and sale are strictly prohibited on the educational campus of IISER Bhopal and punishable under the law.

Sale and possession of liquor, cigarettes, prohibited drugs, intoxicants, ammunition, weapons, explosives, hazardous and pollutant chemicals, acid, gases which are prohibited and harmful to the public health as defined in any law or statutes or the prohibited items on the campus.

Sale of cigarettes and liquor are prohibited as per the directives of the Ministry of Health and Family Welfare, Department of Health and Family Welfare under section 6 of COPT Act, 2003 amended from time to time. Accordingly,

“No person shall sell, offer for sale, or permit sale of cigarette or any other tobacco product:

- To any person who is under eighteen years of age, and
- In an area within a radius of one hundred yards of any educational institute.

Further, use of drugs in an educational institution or social service facility or in the immediate vicinity of such institution or faculty or in other place to which school children and students resort for educational, sports and social activities is punishable under NDPS Act, 1985.

The residents and shopkeepers shall not carry, use or distribute polythene covers of low and inferior quality which are banned.

5. Space Planning and Allocation Committee for Offices (SPACE)

An Institute level Space Planning and Allocation Committee (SPACE) has been constituted in order to look into space requirement of different departments of the Institute for the new campus. The following is the constitution of the standing Committee:

1) Director	-	Chairperson
2) Registrar	-	Member
3) Coordinator (Physics)	-	Member
4) Coordinator (Chemistry)	-	Member
5) Coordinator (Maths)	-	Member
6) Coordinator (Biology)	-	Member
7) Director's Nominee	-	Member
8) Director's Nominee	-	Member
9) Director's Nominee	-	Member
10) Director's Nominee	-	Member
11) SE (IWD)	-	Member
12) Estate Officer-Executive Engineer	-	Member Secretary

Functions of the Committee:

1. The Committee will consider the space requirements / allocation proposals from time to time and take suitable decisions for space allocation.

2. The Committee from time to time shall review the utilisation of the allocated space for the purpose of offices and labs and withdraw any space allotted to the individual officials / faculty members for the purpose of establishing offices and laboratories. In case of under utilisation or reduction in the number of students allotted for a specific lab or office space, the committee may withdraw the space allotted fully/partially.
3. The committee shall frame rules for utilisation of the space allotted from time to time and take suitable disciplinary action.

The tenure of the non-ex-officio, Chairperson / members, if any, shall be for a period of two calendar years. The tenure of the ex-officio Chairperson and the members, if any, will be co-terminus with the tenure of their official positions.

6. Shops & Commercial Establishments Management Committee (SCEMC)

An Institute level Committee has been constituted for allotment of shops and other commercial establishments on the Campus of the Institute:

- | | | |
|---|---|------------------|
| 1) Director's Nominee | - | Chairperson |
| 2) Chairperson, SAEC | - | Member |
| 3) Coordinator of Students' Affairs | - | Member |
| 4) Assistant Registrar (F&A) | - | Member |
| 5) Chief Security Officer / I/c Security Wing | - | Member |
| 6) Estate Officer-Executive Engineer | - | Member Secretary |

The tenure of the non-ex-officio, Chairperson / members, if any, shall be for a period of two calendar years. The tenure of the ex-officio Chairperson and the members, if any, will be co-terminus with the tenure of their official positions.

• Responsibilities of the SCEMC:

1. The Committee is vested with the responsibilities of preparing a detailed manual specifying the rules and procedures for allotment of shops and other commercial establishments and updating the same from time to time.
2. The allotment process shall be done through an online web based software solutions developed under the guidance of the Committee.
3. The Committee shall be responsible to oversee the allotment and management of the shops and commercial establishments, overseeing the implementation of the rules from time to time.

7. House Allotment Committee (HAC)

An Institute level Committee has been constituted for allotment of houses of various types on the Campus of the Institute:

1) Director's Nominee	-	Chairperson
2) Chairperson, SAEC	-	Member
3) Director's Nominee/ Faculty member	-	Member
4) Administrative Officer	-	Member
5) Director's Nominee/ Group-A Official	-	Member
6) Estate Officer-Executive Engineer	-	Member Secretary

The tenure of the non-ex-officio, Chairperson / members, if any, shall be for a period of two calendar years. The tenure of the ex-officio Chairperson and the members, if any, will be co-terminus with the tenure of their official positions.

• **Responsibilities of the HAC:**

1. The Committee is vested with the responsibilities of preparing a detailed manual specifying the rules and procedures for allotment of various kinds of houses on the campus to various categories of employees.
2. The Committee shall propose scheme for numbering of houses.
3. The Committee shall be responsible to oversee the allotment of houses and implementation of the rules from time to time.

8. Community Halls and Lawns Management Committee (CHLMC)

An Institute level Committee shall oversee the management policy for allotment of community halls and lawns on the Campus of the Institute for various community activities, religious functions, family functions, marriages, group activities:

1) Director's Nominee	-	Chairperson
2) Institute Advisory Committee Representative	-	Member
3) Group-A employee	-	Member
4) Group-B employee	-	Member
5) Group-C employee	-	Member
6) Women Community member	-	Member
7) Electrical Engineer, IWD	-	Member
8) Security In-charge	-	Member
9) Estate Officer-Executive Engineer	-	Member Secretary

The tenure of the non-ex-officio, Chairperson / members, if any, shall be for a period of two calendar years. The tenure of the ex-officio Chairperson and the members, if any, will be co-terminus with the tenure of their official positions.

• **Responsibilities of the CHLMC:**

1. The Committee shall develop a policy framework and modify the same with clear rules and procedures for utilization of the community halls and lawns from time to time.
2. The eligibility criteria, user charges for space, water electricity maintenance charges etc. shall be specified by the Committee from time to time.
3. The allotment process shall be done through an online web based software solutions developed under the guidance of the Committee

9. Visitors' Hostel Management Committee (VHMC)

An Institute level Committee shall oversee the management policy for use of visitors' hostel on the Campus of the Institute for various official activities, seminars, workshops, academic and research purposes, community activities, religious functions, family functions, marriages, group activities etc.:

1) Director's Nominee	-	Chairperson
2) Institute Advisory Committee Representative	-	Member
3) Group-A employee	-	Member
4) Electrical Engineer, IWD	-	Member
5) Head, IWD	-	Member
6) Assistant Registrar (Admin/S&P)	-	Member Secretary

The tenure of the non-ex-officio, Chairperson / members, if any, shall be for a period of two calendar years. The tenure of the ex-officio Chairperson and the members, if any, will be co-terminus with the tenure of their official positions.

• Responsibilities of the VHMC:

1. The Committee is responsible to develop a policy framework and modify the same with clear rules and procedures for utilization of the visitors' hostel from time to time.
2. The eligibility criteria, user charges, shall be specified by the Committee from time to time.
3. The usage policy and tariff for various conference rooms / halls attached to the visitors' hostel shall be worked out by the management committee.
4. The Management Committee shall develop suitable work contract for maintenance and upkeep of visitors' hostel, guests services, hospitality services, accommodation management and operations through a professional work contractor. The Committee shall invite Expression of Interest as per the agreement terms and conditions approved by the Institute and appoint the work contractor and monitor the performance and execute the same. The model work contract agreement is annexed to the manual.
5. The allotment process shall be done through an online web based software solutions developed under the guidance of the Committee.

10. Students' Co-operative Dining Halls and Canteens Management Committee (SCDCMC)

An Institute level Committee shall oversee the management policy for use of students' co-operative dining halls and canteens on the Campus of the Institute for the use of students on cooperative basis. The Students' Co-operative Management Committee may run the dining and catering services on its own or through a work contractor appointed by the Co-operative Committee on totally contributory system by sharing of the costs equally by all the users and paying the user charges to the service provider directly on the terms and conditions mutually agreed upon.

1) Chairperson, Council of Wardens	-	Honorary Patron
2) President, Hostel Mess Management Committee	-	Member
3) Vice President, Hostel Mess Management Committee	-	Member
4) Dean, Students' Affairs	-	Honorary Member
5) President, Students' Gymkhana	-	Member
6) Warden-in-charge of the respective hostel	-	Honorary Member
7) Estate Officer	-	Honorary Member
8) Secretary, Students' Hostel Management Committee	-	Member
9) In-charge Office of DOSA	-	Honorary Member Secretary

The above Co-operative Management Committee may co-opt more student representatives to ensure that all the requirements of the users i.e. students are fulfilled while appointing the catering service provider by the Co-operative Mess Committee.

The tenure of the non-ex-officio, Chairperson / members, if any, shall be for a period of two calendar years. The tenure of the ex-officio Chairperson and the members, if any, will be co-terminus with the tenure of their official positions.

• **Responsibilities of the SCDCMC:**

1. The Committee may chose to run the dining and catering services on its own or through appointment of any eligible service provider through Expression of Interest.
2. The Committee shall invite Expression of Interest from the service providers for extending the catering services to the members of the Students' Co-operative Dining Halls and Canteens.
3. All the actual costs for availing of the catering services as per the menu and terms and conditions laid down by the Students' Co-operative Dining Halls and Canteens Management Committee shall be equally shared by the members of the Students' Co-operative Dining Halls and Canteens Management Committee.
4. The recommendation of the Students' Co-operative Dining Halls and Canteens Management Committee for allotment of kitchen, washing area in favour of the Committee or the service provider shall be put up for the approval of the Director who is the Honorary Chief Patron of the Students' Co-operative Dining Halls and Canteens Management Committee.
5. The Students' Co-operative Dining Halls and Canteens Management Committee or the service provider shall pay the licence fee-cum-rent as prescribed by the Institute for the kitchen and washing area, the electricity charges and the water charges as per the Institute policy. The electricity charges for the dining area @ 20% of the actual consumption shall be borne by the Committee or the service provider. The maintenance and cleaning and security of the kitchen equipment and the area allotted for running the co-operative mess services shall be the responsibility of the Committee or the service provider engaged by the Committee.
6. The Co-operative Committee may enter into a suitable service agreement in the suggested manner as per the model agreement with the service provider for extending the dining services on contributory basis.

7. As the costs are fully borne by the users and the management is vested with the user group i.e. students on co-operative and contributory basis, the mess contract management shall not be under the purview of official contracts managements of the Institute. Also the Institute shall not charge any separate establishment charges since all the establishment costs are to be borne by the service provider.
8. The costs suggested in the model agreement form in terms of licence fee-cum-rent, electricity consumption charges, water consumption charges, cleaning and upkeep service charges, etc. are indicative only and likely to go upwards from time to time based on the actual consumptions / costs.
9. The Co-operative Committee may arrange on its own for the water supply and cleaning services. However, the licence fee-cum-rent and the electricity consumption charges shall be paid by the committee / service provider on 1st of every month by way of challan in favour of Director, IISER Bhopal in the State Bank of India, IISER Bhauri account and submit the proof of payment in the Estate Office. Any failure to pay the licence fee-cum-rent and electricity, water charges consumption charges shall attract penal provision as per the Institute policy.
10. The officials of the Institute who are the honorary members of the Students' Co-operative Dining Halls and Canteens Management Committee shall extend advisory and support services to the user group with empowerment of the user group to run the co-operative services as per the aspirations of the user community and paying capacity.

11. Co-operative Community Canteens Management Committee (CCCMC)

An Institute level Committee shall oversee the management policy for use of Co-operative Community Canteens on the Campus of the Institute for the benefit of the campus community such as students, employees etc.

1) Director's Nominee	-	Chairperson
2) Dean, Students' Affairs	-	Member
3) Dean, Faculty Affairs	-	Member
4) President, Students' Gymkhana	-	Member
5) UG student representative	-	Member
6) PG/Ph.D student representative	-	Member
7) Chairperson , SAEC	-	Member
8) Administrative Officer	-	Member
9) Group A employee	-	Member
10) Group B employee	-	Member
11) Group C employee	-	Member
12) In-charge (Academic)	-	Member Secretary

The above Committee may co-opt more student/ employee representative to ensure that all the requirements of the users i.e. students are fulfilled while appointing the catering service provider for the Co-operative Community Canteens.

The tenure of the non-ex-officio, Chairperson / members, if any, shall be for a period of two calendar years. The tenure of the ex-officio Chairperson and the members, if any, will be co-terminus with the tenure of their official positions.

• **Responsibilities of the CCCMC:**

1. The Committee may chose to run the dining and catering services on its own or through appointment of any eligible service provider through Expression of Interest.
2. The Committee shall invite Expression of Interest from the service providers for extending the catering services to the members of the Co-operative Community Canteens.
3. All the actual costs for availing of the catering services as per the menu and terms and conditions laid down by the Co-operative Community Canteens shall be borne by the members of the Co-operative Community Canteens.
4. The recommendation of the Co-operative Community Canteens for allotment of kitchen, washing area in favour of the Committee or the service provider shall be put up for the approval of the Director who is the Honorary Chief Patron of the Co-operative Community Canteens.
5. The Co-operative Community Canteens or the service provider shall pay the licence fee-cum-rent as prescribed by the Institute for the kitchen and washing area, the electricity charges and the water charges as per the Institute policy. The electricity charges for the dining area @ 20% of the actual consumption shall be borne by the Committee or the service provider. The maintenance and cleaning and security of the kitchen equipment and the area allotted for running the co-operative mess services shall be the responsibility of the Committee or the service provider engaged by the Committee.
6. The Co-operative Committee may enter into a suitable service agreement in the suggested manner as per the model agreement with the service provider for extending the dining services on contributory basis.
7. As the cost are fully borne by the users and the management is vested with the user group i.e. students, employees etc. on co-operative and contributory basis, the canteen contract management shall not be under the purview of official contracts managements of the Institute.
8. The costs suggested in the model agreement form in terms of licence fee-cum-rent, electricity consumption charges, water consumption charges, cleaning and upkeep service charges, etc. are indicative only and likely to go upwards from time to time based on the actual consumptions / costs.
9. The Co-operative Committee may arrange on its own for the water supply and cleaning services. However, the licence fee-cum-rent and the electricity consumption charges shall be paid by the committee / service provider on 1st of every month by way of challan in favour of Director, IISER Bhopal in the State Bank Of India, IISER Bhauri account and submit the proof of payment in the Estate Office. Any failure to pay the licence fee-cum-rent and electricity, water charges consumption charges shall attract penal provision as per the Institute policy.
10. The officials of the Institute who are the honorary members of the Co-operative Community Canteens shall extend advisory and support services to the user group with empowerment of the user group to run the co-operative services as per the aspirations of the user community and paying capacity.

12. Institute Club, Crèche and Gym Facilities Management Committee

The Institute shall organise an Institute Club, Crèche and Gym facility for the benefit of the employees. The Institute Club, Crèche and Gym Facility shall be overviewed by the Management Committee:

1) Director's nominee	:	Coordinator
2) Woman Faculty Member	:	Member
3) Male Faculty Member	:	Member
4) Group A employee	:	Member
5) Women Community Member	:	Member
6) Estate Officer	:	Member
7) In-charge Medical Officer	:	Member
8) In-charge, Office of Faculty Affairs	:	Member Secretary

The Committee shall procure the material and required equipment from time to time with the prior approval of the Director. The Committee shall fix the user charges and usage policy for Institute Club and Gym facilities.

• Responsibilities of the Committee:

1. The Committee shall develop a policy framework and modify the same with clear rules and procedures for utilization of the Institute Club, Crèche and Gym Facilities from time to time by the eligible community members.
2. The eligibility criteria, user charges for space, water electricity maintenance charges etc. shall be specified by the Committee from time to time.
3. The allotment process shall be done through an online web based software solutions developed under the guidance of the Committee.

13. Shopping Complex

The Shopping Complex of the Institute is under construction at a centralized location to cater to the shopping requirements of the Institute's community. The shopping complex shall have provision for allotment of shops for opening stationary and book stores, provision stores, vegetable stores, restaurants, electronic goods stores, toys and sports stores, banks, post office and other commercial outlets.

The Estate Office of the Institute shall make suitable arrangements for allotment, realization of licence fee-cum-rent, monitoring the commercial functioning of the outlets as per the Institute policy as detailed below:

1. **Property location register:** The Estate Office shall maintain a property location master register with all the details of the shops with code no. and usage purpose.
2. **Allotment procedure:** All the available shops / commercial space shall be allotted to the eligible service providers having all licences and pre-requisites with suitable experience

and track record as per the terms and conditions laid down by the Shops and Commercial Establishments Management Committee through inviting Expression of Interest.

The committee shall invite EOI on behalf of the Director, IISER Bhopal and prequalify the service providers, who will subsequently make a presentation before the committee for selection of the service providers who are not black listed by the Institute or any other agency for a period of one year on signing of a standard licence agreement. The Estate Office shall prepare the proposal for fixing the licence fee-cum-rent based on the plinth area rates as approved by the Institute. The allotment of shops and commercial establishments in the shopping complex shall be done based on the scrutiny of the EOI, credentials and interaction cum presentation on co-operative basis for the benefit of the campus community on payment of a flat rate licence fee-cum-rent alongwith the other applicable charges like electricity, water, maintenance etc. as per Institute rules.

The Shops and Commercial Establishments Committee based on verification of credentials and personal interaction cum presentation shall make recommendations for the approval by the Director for allotment of shops and commercial establishments.

3. **MRPs and tariff for items sold:** Any branded items sold by the vendor / agencies shall not exceed the MRP and suitable discounts may be extended based on the negotiations by the committee which should be displayed prominently at each of the commercial establishment.
4. **Electricity, water and other charges:** All the allottees of the shops and commercial establishments shall pay actual electricity charges besides meter rent, water usage charges and maintenance charges as per the Institute policy.
5. **Public use policy:** The banks, post office, railway reservation counter shall be considered as public utilities and any authorised citizen of the Nation shall have equal access to the utilities as per the public use policy.

However, official premises, co-operative service outlets, commercial facilities including gas agency shall be treated as exclusive service outlets/premises for the exclusive benefit of the campus community only. However, the Institute may relax these conditions with appropriate terms of usage including levying of user charges, parking fee, specifying authentication rules etc. for the official, co-operative and commercial facilities, if deemed necessary, from time to time.

The definition of campus community includes all the employees and their dependents, authorised residents on the campus, the students and the authorised visitors, the invitees, Institute's guests and individuals or groups identified by the Institute as part of its community whether staying on the campus or visiting the campus on different official or semi-official activities/purposes and works with a direct or indirect relationship established with the Institute activities.

6. **Prohibitions:** No shopkeeper should sell any prohibited items by the Institute or by the Government or any enforcing agencies such as cigarettes, gutka, pan masala, intoxicants, liquor, prohibited drugs etc. They shall adhere to the code of the conduct laid down by the Institute from time to time. The licence agreement can be terminated at any point of time without assigning any reasons including violation of contractual obligations.

7. The Institute authorities including the Estate Officer and Security Officer can make surprise checks at any point of time and cease the items, if found suspicious and dangerous to the health of the community and impose a penalty of Rs. 10,000/- or as decided by the competent authority. The Institute can terminate the licence agreement and register an FIR against the erring vendor/sellers/shopkeepers.

14. Banks, Post Office and non-commercial service outlets

The Institute shall earmark suitable space for establishment of banks, ATMs, post office, railway reservation counter, gas agency etc., on a non-commercial rent / licence fee as approved by the Institute from time to time.

However, the post office shall pay a licence fee-cum-rent of Rs. 1/- per square feet in a subsidized manner.

All the non-commercial service outlets shall enter into a suitable agreement as per the approved proforma appended in the Appendix.

15. Numbering philosophy for houses

The Institute's building infrastructure and other facilities are under development at the Bhauri campus. In this connection, a Committee was constituted by the Hon'ble Director on June 16, 2011 to propose suitable code on the following aspects:

- 1) Development of signage(s), direction Boards etc., with colour code, for installation at different places within the campus such as Academic, Research, Administrative, Community facilities, residential and other non-residential areas and also outside the campus like city highways, airport, railway station, bus station, Main gate of the campus etc.
- 2) Development of numbering system for various floors of the buildings, rooms of hostels, offices, labs, guest house, residential apartments, commercial facilities etc.

For this purpose, the Committee after due deliberations made the following recommendations which were approved by the Institute:

- **Generic Names for various Buildings and Roads:**

1. The Committee deliberated on the proposed names of the buildings under development under package-I and II as per the construction plans, as follows:

Sl. No.	Suggested Generic Name to be written in upper case on each building	Short Name
1	<ul style="list-style-type: none"> • Central Instrumentation Facility- I • Central Instrumentation Facility- I 	NMR CIF
2	Academic Building-I	AB 1
3	Academic Building-I	
4	Academic Building-II	AB 2
5	Academic Building-II	
6	Academic Building-III	AB 3
7	Lecture Hall Complex	LHC

8	Hostel-1, 2, 3, 4	Hostel
9	Administrative Building	AB
10	<ul style="list-style-type: none"> • Central Library • Computer Centre 	CL CC
11	Institute Works Department	IWD
12	<ul style="list-style-type: none"> • Crèche • Community Centre • Institute Club 	<ul style="list-style-type: none"> • Crèche • Community Centre • Institute Club
13	Director Residence	Director Residence
14	Residential Complex : Naming the high rise apartments as TOWERS with short naming of T1, T2, T3 etc., and 101, 201 301 etc for individual apartments, floor –wise	T1, T2, T3
15	Duplex Houses	D1, D2, D3
16	Single Bed-room Apartments	SBRA
17	Visitors' Hostel	VH
18	Students Activity Centre	SAC
19	Health Centre	HC
20	Shopping Centre	Shop'C

- **Names of the Roads:**

1. **Main Roads:** The main roads be called as Avenues, such as Hill Side Avenue, Eastern Avenue, Western Avenue etc.
2. **Internal Streets:** The internal streets be called as 1st Street, 2nd Street etc.
3. **Lanes:** The lanes be called 1st Lane, 2nd Lane etc.

- **Campus Signage(s):**

1. **Internal Building Signage(s):** These will be on stainless steel plates in Black text without any border, embossed/etched and installed in each building viz.
 - a) **A master plan of each building** be displayed in the lobby of the particular building.
 - b) **Room/facility direction boards** in A-3 size in the building corridors.
 - c) **Room numbers** on the top right/left corner of the door on the latch side, in 3" x 5" size starting with an alphabet denoting the 'block' followed by 'room' number such as 101, 201, 301 in each building, office, lecture hall etc.

All the rooms in hostels and guesthouse will have small stainless steel brackets for placing the name card or Visiting card of the occupant.

- d) **Door name plates** in 6" x 12" size to be screwed in the centre at $\frac{3}{4}$ height of the door.

2. External Building Signage(s):

- a) **The building names** would be in 3D cut stainless steel letters fitted on the wall at First Floor level or Second Floor level as the case may be, in case of multi-storied buildings.
 - b) **The main road side** direction/signage(s) at various intervals on the side of the main roads with road numbers, street numbers, main facilities and buildings ahead will be in blue and white coloured letters painted on stainless steel plates.
 - c) **The street and road names** and apartment numbers will be in green and yellow fluorescent colours on stainless steel plates.
 - d) **The master plan etched/embossed/engraved in colour on stainless steel plates** will be erected at (1) main entrance (2) academic area (3) hostel area junction (4) residential area (5) shopping plaza etc.
- **Outside campus Signages/Direction Boards:** These will be in stainless steel plates embossed/etched and filled in green and yellow fluorescent paints and to be located at (1) Airport (2) Railway Station (Habibganj and Bhopal) (3) Bus Station (IBTS) (4) the Indore bye pass road Junction point (11 mile) on Jaipur Road (5) the Indore bye pass road Junction point on Narsinghar Road (NH12) (6) 100 meters prior to the main gate on the left side (7) 100 meters prior to the main gate on the right side in Hindi and English.

16. Policy statement on religious meetings and gatherings.

The Institute shall encourage the individuals to practice their own religious beliefs within the allotted premises of residents without causing any inconvenience to the fellow community members. They shall confine the celebrations of social beliefs or religious beliefs to the residential premises allotted to them.

Blocking of roads, organising processions and prayers in the public premises or the campus premises not allotted to any individual shall be viewed as violation of code of conduct. Inviting outside dwellers or organising daily religious activities and preaching in the public premises without prior approval shall be viewed as violation of code of conduct.

No structures and constructions of temporary or permanent nature for religious purposes shall be allowed for all purposes. Conducting of mass prayers on roads and public premises causing inconvenience to the core business of the activity is prohibited.

The community festivals, social, cultural, spiritual, philosophical, religious or non-religious conglomerations or events can be held in the community centre on making advance booking on payment of suitable user charges, electricity, water and cleaning and maintenance charges as per the Institute policy. However, no reservation / booking can be done for routine prayers on daily basis which are of continuous nature. The Institute can restrict the maximum number of days for which the community centre / lawns can be booked for these purposes.

17. Vendors / hawkers / servants passes.

The Institute may allow certain vendors / hawkers / servants who will be permitted to visit the campus during the specified hours, duly carrying the ID Card / hawkers' pass and pursue the activity only at the specified spaces / areas. There will not be any trespassing / free movement for these vendors / hawkers / servants in terms of restricted areas which are not opened for this category of day / night visitors on the strength of the passes issued by the Estate Office counter signed by Stores & Purchase Officer and the Security Officer. The list of such passes issued shall be displayed and updated on the Institute's website under Estate Office from time to time with the validity details. The Institute shall charge suitable service charges for issuing the hawker passes. However, for issuing the servant passes there shall not be any service charges. A model application and the vendor pass is made available in the Appendix.

18. Modifications in the rules.

The Institute from time to time based on the practical requirements and to remove anomalies, if any, through the structural framework of Committee system in various areas, shall make suitable alterations, modifications and update the manual and the procedures including the rules, with the prior approval of the Director and report to the Board of Governors.

19. Dharnas and processions

Any mass gathering, dharnas, processions and slogan shouting on the academic campus is prohibited in accordance with the orders of the court of law. People disrupting the peace on the academic campus are liable to be prosecuted and suitable disciplinary action will be initiated against any such violation.

20. Appellate Authority

The Director will be the Appellate Authority for all purposes on the decisions of the HAC, in case of any grievance arising out of the implementation and interpretation of these rules.

1. Title and Scope

- 1) These rules shall be called the “Rules for Allotment of Residential Accommodation, 2014”.
- 2) These rules shall come into force with effect from such date as may be notified by the Institute.
- 3) These rules shall apply to all employees of the Institute and others mentioned in these rules and cover the residential accommodation within the IISER Bhopal campus.
- 4) With the coming into force, these shall supercede all the earlier rules.
- 5) Allotment made under the provisions of the earlier rules shall continue to be valid.

2. Definitions

- 1) *Allotment* means the grant of licence to occupy a residential accommodation in accordance with the provisions of these rules.
- 2) *Allottee* means an employee to whom residential accommodation is allotted.
- 3) *Committee* means the House Allotment Committee of the Institute.
- 4) *Director* means the Director of the Institute.
- 5) *Grade Pay* means the grade pay as granted to the employee by the Institute.
- 6) *Entitlement* means the highest type of accommodation that an employee is eligible for under these rules.
- 7) *Faculty* means Assistant Professor, Associate Professor and Professor.
- 8) *Family* means spouse, children, step children, legally adopted children, parents, brothers and sisters who ordinarily reside with and are dependent on the employee.
- 9) *Institute* means Indian Institute of Science Education and Research Bhopal.
- 10) *Licence fee-cum-rent* means the sum of money payable monthly as compensation for occupation of a residential accommodation allotted under these rules. It includes flat licence fee-cum-rent fixed by the Institute in respect of different types of quarters based on living area including all the costs.
- 11) *Subletting* includes sharing of accommodation by an allottee with another person with or without any payment by such other person, but does not include any sharing of accommodation with close relations and as may be notified by the Institute from time to time and with casual guests visiting the allottee.

- 12) *Type* in relation to an employee means the type of accommodation to which an employee is eligible under these rules.

3. Functions of House Allotment Committee (HAC)

- 1) There shall be a House Allotment Committee (HAC) constituted by the Director for all the staff serving at IISER Bhopal. The nominated member of HAC shall normally have tenure of 2 years and shall be responsible for considering the applications and recommending to the Director the allotment of residences to different groups of staff. The Chairperson and the members may be re-nominated. The Chairperson may, with the approval of the Director, assign part of his duties to a member of the committee.
- 2) The Estate Officer-Executive Engineer will be the *ex-officio* member secretary of the committee. Whenever he is on leave or if the position of Estate Officer-Executive Engineer is vacant for any reason, the Director may designate any officer of Group A associated with Estate Office to be the member secretary of the committee. In such a case all references to Estate Officer-Executive Engineer in these rules will be deemed to have been replaced by such designated officer.
- 3) The Committee shall meet as often as necessary, subject to a minimum of one meeting every three months.

4) Functions of the Committee

1. To overview the working of the allotment procedure and to supplement the procedure as may be necessary.
2. To consider requests for out of turn allotment and then make suitable recommendations to the Chairperson of the Committee / Director in appropriate cases.
3. To make suitable recommendations in case of any unusual problems related to accommodation.
4. To recommend for vacation of public premises by any licensee/unauthorised occupant.

5) Functions of the Chairperson

1. To make allotments in accordance with the provisions of these rules.
2. To preside over the meetings of the Committee.
3. To advise the Director on such matters relating to allotment, etc. as may be referred to him/her/hers by the Director.

6) Functions of the Member Secretary

1. The secretary will carry out all administrative work connected with allotment and cancellation and matters incidental thereto as laid down in these rules and as may be decided by the Committee and the Director.
2. He / She will convene under instructions from the Chairperson, the meetings of the committee and attend to all related matters including writing the minutes of the meetings. He / She will place before every ordinary meeting of the committee.

3. He / She shall carry out such other functions as may be assigned to him/her by the Director / Chairperson.

4. Eligible People

The Institute residences shall be allotted on licence only. Following categories of staff shall be eligible for allotment of Institute residences:

- 1) Regular/Temporary/Re-employed/ Contract Staff of the Institute.
- 2) Visiting faculty.
- 3) Emeritus Fellows/ Emeritus Scientists/ Emeritus Professors & Post Doctoral Fellows.
- 4) Staff on Deputation.
- 5) Staff under research schemes/ Projects/ Centres as per the MOUs signed between the Institute and the agencies.
- 6) Staff employed in research schemes/ Projects of the Institute approved by various funding agencies.
- 7) Persons eligible under terms & conditions of the MOU with the Institute.
- 8) If a person and his/ her spouse are both employees of the Institute, only one of them shall be eligible for the allotment of residence based on their mutual choice regarding the type of residence they are eligible to.
- 9) A person, who is having a period less than one year from the date of his superannuation, shall not be eligible to apply for another residence.
- 10) The employees of bank, post office, railways, central schools and any other government departments operating their branch / services from within the campus subject to availability duly restricting to specific and limited numbers only. However, they should pay the licence fee-cum-rent equivalent to the HRA paid by the respective employer as per the entitlement for their entitled type of residence.

5. Types of houses, living areas, Licence fee-cum-rent and attached grade pays.

- 1) **Licence fee-cum-rent:** Flat rate licence fee-cum-rent is chargeable for residential accommodation as per the guidelines approved by the Institute upon the recommendations of the HAC on flat rate licence fee-cum-rent norms for residential accommodation.

The Finance Committee (12th meeting) / the Board of Governors (14th meeting) discussed various provisions made available in the revised draft Estate Management Manual, which was considered at length at the 2014-1/22nd meeting of the Building and Works Committee of the Institute held on January 18, 2014 and made the following additions and modifications:

- i. The user charges for various facilities offered by the Institute shall be based on living area and different for the employees and outside organizations / individuals and as per the nature of use like commercial and non-commercial activities, cooperative activities etc.
- ii. The user charges may be reviewed by the management committee at least once in 3 years and suitable recommendations be made for the approval of the Director and further necessary implementation.
- iii. The flat rate licence fee for Central Govt. Residential Accommodation throughout the country as announced by the Directorate of Estates from time to time be followed for fixing the 'Licence fee-cum-rent' for various types of houses as per the living area in Sq. Mtrs. However, the water and electricity charges may be levied as per the Institute policy from time to time with the approval of the Director. The licence fee-cum-rent, and the water charges as applicable based on the living area rates which are effective from January 20, 2014 are shown in the table appended as annexure to the Estate Manual under **Chapter 9. Appendix.**
- iv. In case of certain positions, if the offer of appointment is made with a provision for providing 'licence fee-cum-rent' free accommodation and furnished accommodation along with any other benefits as part of the offer of the appointment, the Institute may extend such a facility to such employees who are entitled for this purpose.

No HRA is admissible to a person occupying the government residential accommodation/institute provided residential accommodation. The houses will be provided in an unfurnished manner and no concession in the licence fee-cum-rent shall be extended to any category of the employee, in general.

- 2) **Common services:** Common services would include stair-case light, common light charges in multi-storeyed buildings, conservancy charges in hostels, etc. In other words, only licence fee-cum-rent plus water charges where water meters have not been installed, garden charges and charges on account of furniture, electrical appliances, etc. wherever issued are to be recovered from the allottees as per the Institute Rules.
- 3) **Water charges:** Each occupant of the house on the campus shall be charged for water as per the consumption on flat rate basis or as per the metering wherever available. Currently the water consumption charges will be levied on flat rate basis as mentioned in the table below. A minimum of Re. 1/- per month per square meter plinth area allotted be recovered towards water charges till the water meters are made available for measuring the actual consumption. A minimum of 1 paise per litre would be charged based on the actual consumption subject to the minimum charges mentioned below in the table, as and when meters are installed.
- 4) **Electricity charges:** All the allottees have to pay the electricity charges as per the unit rates / slabs fixed by the electrical wing of IWD with the approval of the Director from time to time as per actual consumption based on the meter reading. There will be fixed charges / meter rent apart from the minimum consumption charges as decided by the competent authority. The unit charges will be determined separately, if the power supply is provided on generator back up. The charges will be deducted through monthly salary bill.

- 5) **Electric appliances:** The Institute may collect unit wise charges for fan, geyser, AC etc. if provided on the approval of the competent authority based on specific requirements, if any.
- 6) **Maintenance Charges:** There would be no separate maintenance charges collected which has been made an integral part of the licence fee-cum-rent as per the decisions of the FC/BOG at its 2014/1-14th meeting held on January 20, 2014.
- 7) **Horticulture / gardening:** Horticulture and gardening in common area will be done by the Institute without any separate charges in residential areas and towers. However, horticulture and gardening within the premises of individual houses shall be the entire responsibility of the individual. Separate meter will be provided for the measurement of the water consumed for maintenance of individual lawns and recovering the water charges accordingly.

6. Furnishing of houses

The houses will be provided on the condition that no furnishing will be done by the Institute. All the furnishing required for personal stay should be done by the individual occupant. Suitable rent will be collected in case of providing any furniture or fixture as per the Institute policy.

7. Seniority and eligibility criteria

The allotment of different types of quarters to various categories of officers and officials will be made as per the eligibility criteria as prescribed in accordance with these rules.

- 1) **Determination of seniority:** For each type of house, separate seniority lists will be maintained for faculty members and staff members belonging to particular categories. The seniority for the purposes of house allotment shall be determined as follows:

1. **Grouping as per GP /AGP:** All persons eligible for a particular type of house shall be grouped according to their GP and equivalent AGP. Persons with higher GP/AGP will be considered senior to those with lower GP and equivalent AGP, irrespective of the actual Basic Pay.

When there are no eligible applicants available for a specific type of house, the next GP/AGP in that order from the people with lower GP/AGP will be considered for allotment in order to ensure proper utilisation of the resources available. However, those who have been allotted with the higher type of house have to undertake to move to the type of house for which they are actually eligible as and when there are sufficient applicants available for allotment of such higher type of house based on the eligibility criteria. They shall pay the licence fee-cum-rent as applicable to the house actually occupied.

2. The effective date of joining / promotion / sanction of grade pay shall be taken into consideration in the particular group of people drawing same GP and equivalent AGP.

3. **PF No:** Seniority of persons having the same GP and equivalent AGP and having the same date of joining / promotion/sanction of grade pay, shall be determined for a particular type of house in the order of the PF No. from smallest to highest.
4. **Date of Joining as Visiting Faculty/ on contract:** For the purpose of eligibility of a Visiting Faculty, who subsequently joins the Institute as a regular faculty, will be the date of his/her joining the Institute as a Visiting Faculty, in case there is a different PF No. allotted for Visiting Faculty and regular faculty members.

2) **Preparation and display of seniority lists**

1. Seniority list of all the eligible employees for each category of house will be drawn using the data from the personal files.
 2. There will be suitable reservation of certain houses in each category for the benefit of certain categories such as SC/ST /PwD/ women employees etc., including any other category as per the Government of India Rules from time to time.
 3. This will be a perpetual list to be modified from time to time and nobody will have to apply for inclusion of his/her name in the list. All the names will be automatically included.
 4. The list will be automatically updated as and when a person becomes eligible, his/her salary changes, he/she gets a promotion etc.
 5. The list will be uploaded on to the Estate Office website (www.iiserb.ac.in/estateoffice) and will also be available in estate office notice board and can be examined by an employee any time with prior appointment with the concerned person.
 6. The HAC may earmark 50% of the houses available in each category for the benefit of highest grade pay / AGP holders if there are a mix of GPs / AGPs within the group eligible for allotment of a specific type of house. Out of the remaining 50%, another 50% houses will be earmarked for the next AGP/GP in the order. This procedure will be continued till the last GP/AGP is covered in the same analogy. This will ensure that all GPs/AGPs covered in each group of eligible people will have an assured number of houses earmarked for each GP/AGP.
- 3) **Refusal for allotment:** In case of refusal of allotment of a house by a person on or before the deadline of acceptance/rejection, the offer will be made to the next person in the Seniority List, and the procedure will be repeated till the entire Seniority List is exhausted.
 - 4) **Rolling allotment process:** Houses remaining vacant will be floated again in the next round on a continuous basis through the rolling allotment process.
 - 5) **Employees due for superannuation:** In an allotment process, no allotment/lateral shift will be allowed to a person, if she/he is due for superannuation within the next 12 months of the said allotment.

8. Allotment Procedure

- 1) **Announcement of vacant quarters:** An announcement shall be made by the Chairperson, HAC along with the list of vacant quarters which shall be placed on the notice board of the Estate Office, as well as on the website of the Institute and also be circulated to all via e-mail.
- 2) **Application Form:** An employee desirous of Institute accommodation shall apply in Form No. 1 which is available on the Institute's website.
- 3) All employees desirous of being considered for the notified quarters by way of fresh allotment or by way of change, shall apply through online mode indicating the order of their preference on or before the last date indicated in the notice of vacancy. Where the order of preference is not given, the applicant may be allotted such quarter as may be decided by the Chairperson / Committee.
- 4) **Online Allotment:** In the online allotment process, applications have to be submitted through web based online allotment software package as and when the announcement is made for the allotment of houses. There should also be a system generated e-mail sent to the eligible employees in the order of seniority inviting applications through the automated allotment process.
- 5) **Database Management:** The Estate Office shall maintain and update a data base of employees entitled to various types of quarters. In case of doubt or in case the data base entry is insufficient, the Estate Office will have the particulars of the application verified by the Administration Section.
- 6) **Seniority list of employees** who have applied for a fresh allotment and for change of accommodation shall be maintained by the Estate Office for each type of quarter.
- 7) **Approvals for allotment / wait list:** After the last date for responding to the Announcement of vacant quarters, the Estate Officer-Member Secretary of HAC shall prepare a list of all applicants arranged in order of seniority. The draft allotment list shall be sent to the Chairperson of the Committee for his/ her approval of the proposal for allotment along with a sufficient wait list in order to allot the unaccepted quarters to the next persons as per the options received. The list will be kept operative till the wait list is exhausted.
- 8) **Allotment Order:** Upon getting the approval of the Chairperson, HAC, the Estate Officer shall issue a formal letter of allotment in duplicate in Form No. HAC-2 which is available on the Institute's website.
- 9) **Acceptance:** The allottee shall return the duplicate copy of the letter of allotment duly signed indicating his acceptance or otherwise within seven days from the date of receipt of the same and take possession of the quarter within fourteen days from the date of receipt of the letter of allotment.

9. Out-of-turn-Allotment

Out of turn allotment may be made by the Chairperson of the House Allotment Committee to new faculty members or visiting faculty members and other Group A Officers as per

procedure laid down. In addition, the Director, suo moto or on the recommendation of the Committee may allot out-of-turn accommodation to the employees on functional grounds, in accordance with the provisions as may be laid down by the Institute from time to time. Out-of-turn-allotment may be recommended by the Committee under the special circumstances under these rules and sent for the further approval of the Director.

- 1) The Chairperson, HAC, on instructions from the Director, may freeze the allotment of a quarter or a group of quarters for a period upto three months in anticipation of requirement from faculty members / other officers who might be expected to join the Institute.
- 2) For allotment of houses, the highest priority goes to the functionaries who are discharging statutory responsibilities and those who are assigned with essential services maintenance. The following functionaries shall be allotted the houses immediately on their taking over the responsibilities without any waiting period. However, if there are no houses immediately available as per the eligibility of these officials holding the statutory positions / assigned with essential services management on the campus, the officials will be allotted the available type of house and subsequently move to the type of house for which they are actually eligible.
 1. Registrar
 2. Librarian
 3. Superintending Engineer
 4. Estate Officer
 5. One Administrative Officer
 6. Security Officer
 7. One Security Officer of outsourced security services agency
 8. Fire Safety and Bio-safety Inspector
 9. Assistant Security Officer
 10. Security Shift Supervisor
 11. Chief Medical Officer / Resident Medical Officer
 12. One Technical Officer (Telephone and Internet services)
 13. One Executive Engineer (Electricity maintenance and AC services)
 14. One Executive Engineer (Civil maintenance, sewage and water supply services)
 15. One PS to Director
 16. One PA to Registrar
 17. One Caretaker Lecture Hall Complex
 18. One Caretaker student services
 19. One Students' Counsellor
 20. Visitors' Hostel Manager
 21. Any other official as approved by the Director falling under the essential services maintenance category.

The above officials are responsible for maintenance and ensuring operation of essential services under their jurisdiction on round the clock basis on the campus without interruption.

- 3) **Medical Grounds:** In exceptional cases, an employee may apply to the committee for out-of-turn allotment (either fresh or by way of change) on medical grounds. All such applications will be considered by the Committee in its regular meetings and the decisions and approvals, if any, be communicated to the applicant. In case the

committee approves the application, such allotment may be made for a quarter which is one type lower than the entitlement of the employee (excepting where the entitlement is for type I, in which case the allotment may be for type I) in case of fresh allotment.

- 4) An employee who is entitled to a licence fee-cum-rent free accommodation under these rules, may be allotted a quarter out-of-turn. The Director may however approve the allotment of higher type of quarter in such cases if there is no vacancy of a quarter of the entitlement of the employee. However, the employee should undertake to revert to the quarter of his/her original entitlement as soon as the vacancy arises, failing which he/she will be charged a licence fee-cum-rent twice the normal / rent fee applicable to the quarter occupied by him/her/her from the date of arising of such vacancy. Alternatively, the Director may also decide to cancel the allotment of quarter in his/her favour.
- 5) **Director's discretionary quota:** The Director may approve two quarters every calendar year on functional grounds from each category of houses to the employees. For the purpose of such an allotment, the Committees will examine the request forwarded by the Heads and In-Charges of Departments, Centres, Sections and Administrative Units and further forward their recommendations to the Director. The Director may approve quarters to staff members from the list recommended by the Committees. These allotments will be in addition to any allotment that may be approved by the Director under these rules.

10. Forfeiture of allotment of a residence

The residence once allotted must be occupied in the condition as it is within 14 days from the date of receipt of the allotment order by the allottee after vacating the previous Institute residence in which he/she might have been residing,. Failure to do so within the stipulated time will result in the automatic cancellation of the allotment. Further, the allottee will be debarred from applying for any Institute residence for the next one year, excepting for transit accommodation. Note: Only petty repairs, white washing & painting (if due), and security related repairs will be carried out before occupation.

11. Rejection of allotment of a residence

- 1) If any officer fails to accept the allotment of a residence within seven days or fails to take possession of that residence after acceptance within fifteen days from the date of receipt of the letter of allotment, he/she shall not be eligible for another allotment for a period of that particular one calendar year from the date of the allotment letter.
- 2) If an officer occupying a lower type residence is allotted or offered a residence of the type for which he is eligible or for which he has applied under these rules, he/she may, on refusal of the said allotment or offer of allotment, be permitted to continue in the previously allotted residence on the condition that such an officer shall not be eligible for another allotment for the remaining period of the allotment year in which he/she has declined the allotment or offer.

12. Allotment to husband and wife-eligibility in cases of officers who are married to each other

- 1) No officer shall be allotted a residence under these rules if the wife or the husband, as the case may be, of the officer has already been allotted a residence unless such residence is surrendered.

Provided that this sub-rule shall not apply where the husband and wife are residing separately in pursuance of a valid order of judicial separation made by any Court.

- 2) Where two officers in occupation of separate residences allotted under these rules marry each other, they shall, within one month of the marriage, surrender one of the residences.
- 3) If a residence is not surrendered as required by sub rule 2, the allotment of the residence of the lower type shall be deemed to have been cancelled on the expiry of such period and if the residences are of the same type, the allotment of one of these quarters, as the Estate Officer may decide, shall be deemed to have been cancelled on the expiry of such period.
- 4) Where both husband and wife are employed under the eligible offices, the title of each of them to allotment of a residence under these rules shall be considered independently.
- 5) Notwithstanding anything contained in the sub-rules mentioned:

1. If a wife or husband, as the case may be, who is a allottee of a residence under these rules, 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 residences 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.

2. Where two officers, in occupation of separate residences at the same station, one allotted under these rules and another from a pool to which these rules do not apply, marry each other, anyone of them shall surrender any one of the residences within one month of such marriage.
3. If a residence is not surrendered as required under clause (a) or clause (b), the allotment of the residence made under these rules shall be deemed to have been cancelled on the expiry of such period.

13. Eligibility of officers owning house

- 1) In this Rule –

1. "*Adjoining Municipality / Panchayat*" means any Municipality / Panchayat contiguous to Corporation or Urban agglomeration of particular station where the accommodation under the charge of respective Head of Department is located;
2. "*House*" in relation to an officer or member of his family means a building or part thereof used for residential purposes and situated within the jurisdiction of

Local Municipality/ Urban agglomeration or of any ad station where such accommodation is located;

Explanation: A building, part of which is used for residential purposes shall be deemed to be house for the purposes of this clause notwithstanding that any part of it is used for non- residential purposes.

3. "*Local Municipality*" in relation to an officer means the Municipality within whose jurisdiction his office is located;
 4. "*Member of family*" in relation to an officer means the wife or husband, as the case may be, or a dependent child of the officer;
 5. "*Municipality*" includes a Municipal Corporation, a Municipal Committee or Institute, a town area committee, a notified area committee and a Cantonment Institute;
- 2) An officer owning a house either in his own name or in the name of any member of his family at the place of his duty or in an adjoining Municipality shall be eligible for allotment of Government residence on payment of licence fee-cum-rent for the Government accommodation allotted to him/her/her at such rate as may be determined from time to time by IISER Bhopal.
 - 3) When after a Government residence has been allotted to an officer, he or any member of his family becomes owner of a house at the place of his duty or in an adjoining Municipality, such officer shall notify the fact to the Estate Officer within a period of one month from the date the house is let out or occupied, or the date of completion, whichever is earlier.

14. Conditions for allotment and rules of occupancy

- 1) An allottee shall give in writing his acceptance of the allotment within seven days from the date of receipt of the letter of allotment, failing which the allotment shall stand cancelled. The Chairperson, Allotment Committee may condone delay in giving letter of acceptance, which in all cases must be submitted before the allotment is cancelled as per provisions made.
- 2) The date on which the letter of allotment is received by the Department shall be considered as the date of receipt of the same.
- 3) The allottee who accepts the allotment, shall take possession of the allotted accommodation within fifteen days following the date of receipt of the allotment letter, failing which the allotment shall stand cancelled on the sixteenth day and he shall be charged licence fee-cum-rent for a period of entire full month in addition to the licence fee paid for the quarter in which he/she is residing. The Chairperson, HAC will be empowered to grant extension of the period of taking possession where the allottee is out of station on official duty, the maximum period of extension being the number of days the employee was out of station during the seven day period mentioned above. Provided that nothing in this rule, except the cancellation of the allotment, shall apply where the Estate Office, or such other officer as may be approved by the Director, of his own motion or on the application of the allottee or under the instruction of any higher authority, certifies that the accommodation is not fit for occupation and on the basis of

such certificate the allottee does not take possession of the accommodation within the aforesaid period.

- 4) If the allottee is in occupation of an Institute accommodation, the same shall be deemed to be cancelled from the date he/she occupies the new accommodation. However, the allottee may retain the former accommodation without payment of licence fee-cum-rent on the day he/she occupies the later accommodation and for the next five days, for the purpose of shifting. If the former accommodation is not vacated and its possession not handed over before 12 noon on the day following these five days, the allottee will be liable to pay damages for use and occupation of accommodation, equal to four times the rate of flat licence fee-cum-rent of the old accommodation, with effect from the date he/she took possession of the new accommodation and the licence fee-cum-rent free period will not be applicable.

The allottee must give in writing to the Chairperson, HAC with the details of date of vacation of old house and the date of occupying the new house.

- 5) In all the above cases and wherever applicable, if the due date falls on a holiday, the immediate next working day will be the due date for all purposes.
- 6) If an employee rejects the allotment in writing, or does not communicate his/her acceptance or it is deemed cancelled under these rules, the allottee shall not be considered for another allotment for one calendar year in which the allotment is made. An allottee who takes possession of the new accommodation but later surrenders the same deciding to keep his older accommodation, will also be similarly debarred. In all such cases he/she will be charged flat licence fee-cum-rent for a period of one month for the quarter in question. The Chairperson, HAC or the Director may waive both the fines and the debarment, if in their opinion the rejection was due to unavoidable circumstances.
- 7) The allottee, at the time of taking possession of the accommodation, shall note carefully all items, fittings and fixtures in the allotted accommodation and shall sign in the book of inventory kept for that purpose. He /she shall be responsible for damage except that which arises as a result of normal wear and tear.
- 8) The cost of damage as assessed by the Estate Office and approved by the Director shall be payable by the occupant.
- 9) The allottee is a licensee and not a tenant and the Institute reserves the right to terminate the licence at any time without assigning any reason. The intention of the parties to the licence is that of creating a mere licence and nothing more, and at no point of time can the allottee claim to be the tenant of the premises allotted to him/her/her.
- 10) The allottee shall not use the allotted quarters for any purposes other than residing with his family and shall keep the premises in hygienic and safe condition.
- 11) The allottee shall not subject or mutually exchange the allotted accommodation with anyone.
- 12) The allottee shall not cut trees in or around the premises or anywhere else within the campus except with the permission of the Estate Office or such other officer as may be empowered by the Director.

- 13) The allottee shall not make any additions or alterations to the building or any part thereof, without the prior written permission of the Estate Office and shall not damage any civil works, plumbing and electrical and other fittings.
- 14) The allottee shall allow officers of the Institute or contractors as may be authorised by the Estate Office to have access to the quarters at all reasonable hours, for the purpose of carrying out repairs to the water-supply, sanitary installations, electrical fittings, fixtures and furniture in the building as and when considered necessary.
- 15) The allottee shall forthwith report to the Estate Office at the earliest, any damage or any defect in the building, fittings and fixtures or installations for necessary action.
- 16) The occupants shall immediately report to the Medical Officer of the hospital of the Institute about contagious diseases in the quarter and shall take all precautions as advised by the Medical Officer.
- 17) The allottee shall not store any explosive or any inflammable material in the allotted accommodation.
- 18) The allottee shall not plant any tree which would grow above three metres in height, in places which are within three meters from the building line.
- 19) The allottee shall allow the Security Officer, the Senior Medical Officer, Officers of Sanitation and Public Health Department of the Institute to visit the allotted accommodation at all reasonable hours and to give instructions to the allottees on matters of official work of their respective departments and the allottee should comply with the same.
- 20) The allottee shall not play loud speaker from the occupied accommodation or create any noise leading to annoyance to his/her neighbours and disturbance of public tranquillity, any time during the day/night.
- 21) The allottee shall not commit any act of nuisance or annoyance for the adjoining or neighbouring allottees or allow the premises to be used for immoral or illegal purpose.
- 22) The allottee shall not construct any structure in or around the quarter allotted to him/her for the purpose of using it as a car or a scooter shed except with the permission of the Estate Office who may permit the construction of a temporary structure for the purpose at the expense of the allottee. When such a construction is permitted, it has to be done as per specification and at the location approved by the Estate Office and the allottee will get it demolished at his/her (allottee's) expense at the end of the period of permission or within fifteen days of being asked to remove the structure. If the allottee does not remove the structure, the Estate Office may demolish the structure and charge the total expenditure incurred to the allottee for the same.

15. Period of retention

- 1) An allotment shall be effective from the date on which possession thereof is taken by the employee and shall continue in force until:

1. The expiry of the concessional period permissible under these rules.
 2. It is cancelled by the Chairperson of the Committee or is deemed to have been cancelled under any provision in these rules,
 3. It is surrendered by the employee, or
 4. The employee ceases to occupy the accommodation.
- 2) Where a quarter is retained under these rules, the allotment shall be deemed to be cancelled on the expiry of the concessional periods mentioned in these rules.
 - 3) An employee who has surrendered the quarter allotted to him/her while proceeding or during the period of leave/lien, may be allotted a quarter upto one month in advance of the expected date of his returning to duty in the Institute, on payment of requisite licence fee-cum-rent.
 - 4) An employee may, at any time, surrender an allotment by giving notice so as to reach the Estate Office at least one month before the date of the vacation of the residence. The allotment of the residence shall be deemed to be cancelled with effect from the 31st day after the day on which the letter is received by the Estate Office, or on the date specified in the letter, whichever is later. If he/she fails to give due notice, he/she shall be responsible for payment of licence fee-cum-rent under these rules for one month.
 - 5) Concessional periods for which accommodation may be retained are as follows:

Concessional Periods

SN	Event	Permitted Period	Condition/ Remarks
1.	On proceeding to take up employment elsewhere with the permission of appropriate authority by retaining lien on his/her post or with extraordinary leave.	1 year	Any period beyond this should be subject to specific approval of the Director on the recommendations of the HAC.
2.	Vacation and leave of all type including extraordinary leave.	Full period	
3.	Deputation/ Training	Full period	
4.	Proceeding elsewhere under approved faculty exchange programme.	Full period	
5.	Death of the allottee	6 months	The accommodation is required for bonafide use of the members of the family and is in fact occupied by them.
6.	Retirement	4 months	In case of faculty members re-hired after the date of superannuation, this period will be reckoned from the date of completion of such rehiring period.
7.	Resignation, dismissal removal or termination of service	1 month	Same as above.

16. Overstay in residence and penal charges

Any overstay in residence on payment of approved licence fee-cum-rent shall not be permitted without explicit approval of the Director. Any unauthorised overstay in residence shall attract levying of higher rate of licence fee-cum-rent and penal charges as detailed below:

- 1) Where, after an allotment has been cancelled or is deemed to be cancelled under any provisions contained in these rules, the residence remains or had remained in occupation of the officer to whom it was allotted or of any person claiming through him/her/his, such officer shall be liable to pay damages for use and occupation of the residence, services, furniture and garden charges as may be determined by Government from time to time or twice the licence fee-cum-rent he/she was paying, whichever is higher.
- 2) Provided further that in the event of death of the allottee, his/her family shall be eligible to retain the Government accommodation for a further period of one year over and above the normal concessional period of retention on payment of twice the normal licence fee-cum-rent. The extended period of retention shall not be allowed in cases where the deceased officer or his/her dependant owns a house at the place of posting.
- 3) If an employee to whom a residence has been allotted:
 1. unauthorizedly sublets/shares the residence, wholly or partly, or
 2. charges licence fee-cum-rent from the sharer at a rate which the Director consider excessive, or
 3. creates any unauthorized structure in any part of the residence, or
 4. uses the residence or any portion thereof for any purpose other than for which it is meant, or
 5. tampers with the electrical, civil or water connections, or
 6. commits any other breach of rules or violates any of the terms and conditions of allotments, or
 7. conducts him/herself/herself in a manner which, in the opinion of the Director, is prejudicial to the maintenance of harmonious relations with the neighbours, or
 8. has knowingly furnished incorrect information in any application or written statement with a view to securing the allotment

The Director may, without prejudice to any other disciplinary action that may be taken against him/her/his, cancel the allotment of the residence. For the purpose of this sub-rule, the expression "employee" includes, unless the context otherwise requires, a member of his family and any person claiming through him/her/his.

- 4) Where action to cancel the allotment is taken on account of unauthorized sub-letting or unauthorized sharing of the premises by the allottee, penalty as prescribed in the following table will be imposed on the employee besides initiating disciplinary action as per the CCS Conduct Rules, 1965 subjecting to minor and major penalties which attract :

SN	Nature of unauthorized occupancy	Action to be taken
1.	The allottee has completely sub-let the Institute quarter and does not stay in the quarter.	<ol style="list-style-type: none"> 1) Removal of unauthorized outsiders immediately. 2) Vacation of quarter by the allottee. 3) Disciplinary action against the allottee for misconduct as per rules.
2.	Allottee staying in the quarter with outsider(s)	<ol style="list-style-type: none"> 1) Removal of unauthorized outsider(s) immediately. 2) Vacation of quarter by the allottee. 3) Forfeiture of seniority by 10 years for the purpose of next allotment of quarter. 4) Recovery of licence fee-cum-rent at market rate from the date of allotment or charging licence fee-cum-rent at 10 times the flat licence fee-cum-rent that was being paid by the allottee at the time of checking the quarter at the discretion of the Director.
3.	Allottee not residing in the quarter and allowing other Institute employee(s) to stay in the quarter without permission.	<ol style="list-style-type: none"> 1) Removal of Institute employee staying unauthorisedly. 2) Recovery of HRA from the Institute employee staying unauthorisedly from the date of allotment of quarter to allottee or from the date of the appointment of the said employee, whichever is later. 3) Charging of licence fee-cum-rent at 5 times the flat licence fee-cum-rent from the date of allotment from the allottee. 4) Vacation of the quarter and debarring the allottee from future allotment for 5 years.
4.	Allottee residing in the quarter and allowing other Institute employee(s) to stay in the quarter without permission.	<ol style="list-style-type: none"> 1) Warning to the allottee. 2) Recovery of HRA from the Institute employee staying unauthorisedly from the date of allotment of quarter to the allottee or from the date of appointment of the said employee whichever is later. 3) Debarring the sharer from future allotment for 5 years.
5.	Authorised sharer of quarter with an allottee over-staying permitted period.	<ol style="list-style-type: none"> 1) Warning to the Principal allottee. 2) Over-staying sharer to lose HRA for six months and to be debarred from allotment of accommodation for 2 years from the date of order to this effect.

17. Unauthorised occupation

- 1) A person residing in a Institute residence or occupying a garage shall be deemed to be unauthorized occupant, under any one, or the following circumstances:
 1. The residence or the garage or both is occupied without allotment.
 2. Violation of the rules or the Code of Conduct applicable for the allottees of Institute residences.
 3. Under the condition of allotment specified in these rules, a duly allotted residence is retained:
 - Beyond the allotted period without prior permission or if the permission is refused.
 - Advance licence fee-cum-rent wherever applicable.
 - In violation of any term or condition as prescribed in these rules for retaining the residence or garage or any premises of the Institute.
 4. An out of turn allottee, excepting persons on deputation to the Institute, three years after the date of out of turn allotment.
- 2) a) An Institute staff declared to be an unauthorised occupant by the Institute shall be liable to punitive action specified under these rules, besides any disciplinary action as per the Institute Statutes/Rules.

b) If a person who is declared an unauthorised occupant is not an Institute employee, action will be taken as per law with the authorities vested in Estate Office under Public Premises (Eviction of unauthorized occupants) Act 1971.
- 3) If the person, to whom the residence (or a part of it) is sublet, were also an Institute staff, he/she would also be liable to disciplinary action as per Rules. In addition, punitive action under these rules may also be taken against such persons.
- 4) On a complaint received against any occupant regarding violation under these rules, the occupant will be served a notice to offer his/her comments in writing on the complaint within seven days from the receipt of such notice. Also punitive actions may be taken after serving a show-cause notice to be replied within seven days from the receipt of such notice, in case of un-satisfactory reasons / response.

Note:

- For the purposes of this rule, the service of notice shall be deemed to be sufficient for all purposes, if it is sent once under registered post on the address of the premises concerned.
- Such complaint along with the comments or replies, if any, made by the concerned occupant shall be referred to the HAC. After considering the complaints and the comments, if any, the HAC may drop the complaint if satisfied with the comments or replies. However, if the HAC is not satisfied with such comments or replies, then it shall refer the same to the Estate Code and Disciplinary Committee (ECDC) for an enquiry. If the ECDC finds the complaint to be correct and the comments unconvincing for reasons to be recorded, then the occupant concerned shall be given a

notice to vacate the premises within 15 (fifteen) days from the date of such notice. In such a case, the occupant shall be liable to all punitive actions as provided for under unauthorized occupation under these rules.

- 5) For violating rules of the Code of Conduct, the allottee will tender him/herself / herself liable to disciplinary action as per Rules in addition to other punitive actions provided under these rules or any other law in force in the country.

18. Code of Conduct for allottees of Institute Residences

- 1) The Institute residences are allotted for living for the allottee and his/her family and relatives. Any other person is not allowed to reside in the residence. If an allottee or his/her family is not staying in the house it must be vacated.
- 2) No allottee is permitted to sublet the residence allotted to him/her/her partly or fully or use it for any trade or business. If a complaint is received to this effect, appropriate action will be taken by the Institute authorities.
- 3) Sharing of the residence by the allottee with anyone else, other than those permitted under these rules is not permitted.
- 4) Mutual exchange of residence by allottees without permission from the Institute is strictly prohibited.
- 5) The allottees will pay regularly licence fee-cum-rent, electricity, lift charges and water charges for the residence as prescribed by the Institute from time to time.
- 6) Any alteration or addition in the Institute residence shall not be allowed by the residents. However, the Institute may decide for identical alteration or addition in a group of identical houses.
- 7) Any civil, electrical / physical/ logical modifications, removal of fixtures etc. including changing the external wall colours against the approved code of colours of the Institute, creation of roofs and structures, enclosures, shades etc. are not permitted and penal action will be initiated by the Institute.
- 8) Milk cattle or any other cattle will not be kept in a Institute residence or its out-house.
- 9) The allottees will not tamper with the electricity installation, water supply and sanitary fittings or other fixtures in the residence provided by the Institute.
- 10) Unauthorised use of electricity or water supply in any manner will be treated as a serious offense and render the allottee liable to disciplinary action.
- 11) The allottee will immediately report to the concerned authority about any defects in installations leading to wastage of water or leakage of electricity, etc.
- 12) The allottees may maintain collared dogs or any other pets provided that they take extra care/responsibility so as not to cause any danger or nuisance to neighbours in any way. They may be prosecuted as per the law for keeping any prohibited pets or for causing damage or disturbance to the inmates and take entire responsibility in personal capacity only.

- 13) The allottees are expected to conduct themselves in a courteous and polite manner with the neighbours. If any complaints are received about any resident being quarrel some or indulging in objectionable activities like entertaining undesirable characters, disorderly behaviour, getting intoxicated outside the house, etc., appropriate disciplinary action including cancellation of allotment of such residence shall be taken by the Institute authorities.
- 14) The allottee will not encroach upon the Institute land or the land of the neighbouring residences for gardening or for any other purpose, either personal / professional.
- 15) The allottee will not undertake cutting or lopping of the trees in the compound of their residences or nearby areas on his own.
- 16) Any fruit bearing tree(s) in the compound of the residence shall be the property of the Institute. The allottee may use the fruits for his own eating purposes. In case the resident sells the crops he will have to deposit 75% of the sale proceeds with the Institute.
- 17) Any timber yield from the tree(s) in the campus of the residences will be deposited by the allottee with the Estate Office / Accounts Section of the Institute as the Institute property.
- 18) If an outhouse is attached to a residence, the allottee shall furnish the name and age of the person staying in the outhouse to the Estate Office. The allottee shall be fully responsible for the conduct of the person residing in the outhouse.

No commercial activities will be allowed from the outhouses. Only the person, spouse and their children can stay in the outhouse by giving prior notification. Violation of this rule will invite a penalty to the allottee @ 50 times of the normal licence fee-cum-rent.

19. Breach of rules and conditions

- 1) If any employee / occupant / allottee to whom a residence has been allotted, unauthorisedly sublets the residence or charges licence fee-cum-rent from the sharer or erects any unauthorized structure in any part of the residence or uses the residence or any portion thereof for purposes other than that for which it is meant or tampers with the electricity or water connection or commits any other breach of rules or other terms and conditions of the allotment or uses the residence or premises or permits or offers the residence or premises to be used for any purposes, which the Estate Office considers to be improper or conducts him/herself/herself in a manner which, in his/her opinion, is prejudicial to the maintenance of harmonious relations with his/her neighbours or conducts him/herself/herself in such a manner as to disturb peace in the residential complex or colony in any manner or utilizes or cause to be utilized common facilities for unauthorised purposes such as parties etc without the consent of Estate Office, has knowingly furnished incorrect information in any application or written statement with a view to securing the allotment, the Estate Office may, without prejudice to any other disciplinary action that may be taken against him/her/her, cancel the allotment of the residence.

Explanation: In this sub-rule, the expression ‘employee / occupant / allottee’ includes unless the context otherwise requires, a member of his family and any person claiming through the employee / occupant / allottee.

- 2) If an allottee sublets a residence allotted to him/her or any portion thereof or any of the outhouses, garages or stables appurtenant thereto in contravention of these rules, he may, without prejudice to any other action that may be taken against him/her, be charged such damages from the date of cancellation of allotment as may be fixed by the Central Government from time to time in this respect.
- 3) Where action to cancel the allotment is taken on account of sub-letting of the premises by the allottee, a period of 60 days shall be allowed to the allottee, and any other person residing with him/her therein to vacate the premises. The allotment shall be cancelled with effect from the date of vacation of the premises or expiry of the period of sixty days from the date of the orders for the cancellation of the allotment whichever is earlier.
- 4) Where the allotment of a residence is cancelled for conduct prejudicial to the maintenance of harmonious relationship with neighbours, the officer, at the discretion of the Estate Officer may be allotted another residence in the same class at any other place/block.
- 5) The Estate Officer shall be competent to take all or any of the actions under these rules and also to declare the officer to be ineligible for allotment of residential accommodation for the remaining period of his/her service and Estate Officer shall intimate the competent authority for initiating disciplinary proceedings for major penalty under the relevant rules.
- 6) Where any penalty under this rule is imposed by Estate Officer, the aggrieved person, may, within thirty days of receipt of the orders by him/her or his employer imposing the penalty, file a representation to the Head of Department concerned and such persons shall be heard in person on the date intimated by the concerned competent authority or by the Estate Code and Disciplinary Committee (ECDC) in such orders.
- 7) The original order imposing the penalty shall stand unless it is modified or rescinded by the competent authority as a result of the representation.

20. Penal Damage Charges

The penal damage charges for unauthorised occupants will be levied as per the Government of India notification from time to time. As per the current notification of GOI vide office order no. 18011/2/2006-Pol.III dated June 4, 2013 the penal damage charges are as under:

SN	Types of House	Rate
1.	Type-1A, Type-I, Type-II, Type-III and SBRA Quarters	@ Rs. 175/- per sq.mtr per month (covered area)
2.	Type-IV and Type-V and SBRA Hostel	@ Rs. 255/- per sq.mtr per month (covered area)

In addition, water, electricity charges and other allied charges will be recovered as per Institute norms.

21. Punitive actions

The ECDC on conducting an enquiry can recommend for suitable punitive action for unauthorized occupation / violation of general Code of Conduct applicable to the residents / occupants of public premises under these rules or any law enacted by the Parliament of India as follows:

- 1) An unauthorized occupant will be liable to eviction by the Estate Officer under section 3 of the Public Premises (Eviction of unauthorized occupants) Act 1971(Act No. 49 of 1971).
- 2) For the period of unauthorized occupation a person will be charged penal licence fee-cum-rent which will be as per the Government of India norms from time to time.

Such penal licence fee-cum-rent shall, for all purposes, be deemed to be a charge on the salary. Pension, or any other amount due to the staff and the Institute shall be entitled to deduct or set-off such penal licence fee-cum-rent from such amount due to him/her/her.

- 3) The Institute may disconnect the electricity, water and/ or Institute telephone, (if any provided in the concerned premises) at any time after the service of fifteen days' notice as provided under these rules.
- 4) In addition to the provisions in these rules, the competent Authority may take disciplinary action in accordance with the relevant statues/ rules / law enacted by the Parliament of India.

22. Allotment of servant quarters.

The servant quarters attached to the houses, if any are treated as the integral part of the house / quarters allotted to the occupant. All the responsibilities for proper maintenance and good upkeep of the servant quarters lies with the allottees.

- 1) The allottee should make an application and obtain explicit permission from the Estate Office for allowing the personal servants to stay in the servant quarters.
- 2) The permission will be granted only for a calendar year and which should be renewed on the expiry of each calendar year.
- 3) The servant quarters can be allotted by the occupant to authorised citizens of the country only whose character antecedents are verifiable.
- 4) The servant quarters can be allotted by the occupant only to a single family with restricted number of occupants to a maximum of 4 people (wife and husband, 2 unmarried children or dependent parents only).
- 5) All the occupants should invariably obtain a photo ID card in group or individual with full details of each family member in the proforma.

- 6) In case of any complaint about the activities of the occupants of servant quarters, the Institute reserves the right to evict them from the servant quarters including lodging of FIR as per the constitutional law.
- 7) The servant quarters shall have a separate sub-meter for realizing the electric dues by the allottee. However, the whole consumption for the entire house including servant quarters shall be billed as a single unit by the Institute and the same will be deducted from the monthly salary bill of the allottee.
- 8) Any type of farming involving heavy utilization of water in the lawns by the occupants of servant quarters is prohibited.
- 9) The allottee should not use the servant quarters for making any profits / rent or gains through sub-letting the servant quarters in any form.
- 10) The occupants of servant quarters shall not indulge in any kind of organisation of fairs and festivals, gatherings, inviting outsiders in small or large numbers or be involved in organising religious gatherings on a regular basis.
- 11) All the vehicles used by the occupants of servant quarters should be registered with the security wing of the Institute with proper vehicle pass.
- 12) The occupants of servant quarter shall not have access to the community facilities whether free or paid.
- 13) Any family member of the occupants of the servant quarter if found guilty on involvement of any unauthorised activity shall be prohibited from entering the campus including referring the cases to the competent authorities.

23. Estate Code and Disciplinary Action Committee (ECDAC)

All the complaints related to unauthorised occupation and violation of general Code of Conduct by the occupants / residents / allottees of any public premises such as houses, official premises, shops and commercial establishments, canteens, dining halls, community halls etc. on the campus should be referred to the following Disciplinary Action Committee.

The Committee should meet immediately after receiving any complaint on unauthorised occupation of the public premises on the campus and violation of general Code of conduct applicable to the campus residents to examine the same in the light of the charges made / notices issued by the Estate Officer / the custodian of the premises and the responses received from the unauthorised occupant / the resident resorting to violation of general Code of Conduct.

The Committee shall conduct an enquiry summoning the delinquent to depose and make suitable recommendations in accordance with the Institute rules / Government of India Rules under FR and SR / CCS Conduct Rules, 1965 / The Public Premises (Eviction of unauthorized occupants) Act 1971, if found guilty.

The Committee shall submit its report along with its recommendations for disciplinary action including eviction of the premises as per law in force.

1) Chairperson, HAC	:	Chairperson
2) Dean, Faculty Affairs	:	Member
3) Dean, R&D	:	Member
4) Chairperson, SCEMMC	:	Member
5) Chairperson, SAEC	:	Member
6) Administrative Officer	:	Member
7) In-charge Security Wing / Security Officer	:	Member
8) Estate Officer	:	Member-Secretary

The Committee will be a standing committee of the Institute.

24. Maintenance & Cleaning

- 1) All the responsibility for maintenance and cleaning of houses / premises allotted lies with the allottee only.
- 2) No mali or gardener services shall be provided by the Institute for the private lawns.
- 3) For fixing the air conditioners, water coolers / any electrical appliances / apparatus where there is a requirement to make holes or channels / ducts through / in the walls, prior permission of the Institute should be obtained.
- 4) Institute may consider the request for fixing these electrical items free of cost subject to the availability of manpower in the order of priority on receiving such requests wherever possible.
- 5) For maintenance and cleaning of the common facilities and common areas, the Institute shall levy suitable charges from time to time from the residents.
- 6) Throwing of garbage and littering shall attract penal provisions.

25. Alterations and modifications

The Institute in normal circumstances shall not approve for any alterations and modifications, creation of windows spaces etc. unless there are valid reasons and recommended by civil and electrical division of the Institute.

- 1) Whenever a new occupant takes over the house, the house may be white-washed only inside the house but not on the external walls. However, the minimum period for undertaking whitewashing activity shall be decided by the Institute's Works Department on case to case basis only.
- 2) The Institute shall take up external colouring / whitewashing activity at approved intervals only.
- 3) Any conversion of EWC to IWC or vice-versa is not permissible in ordinary circumstances but for valid reasons and recommendation by the civil engineering division of the Institute. In such circumstances, all the costs shall be borne by the allottee only. In genuine cases if approved by the Institute, the works will be carried out by the Institute's Works Department for such alterations.

- 4) The Institute shall provide necessary civil/ electrical/ AC service support for fixing coolers, air conditioners, water heaters etc. where casing and capping, cutting of the wall, creation of ducts and channels are required. The individual shall not undertake the activity on their own which may deform the buildings, walls, cause seepage and deface the overall elevation of the buildings. This support will be done as a onetime exercise on allotment of the house before occupying the same.

26. Exemption from payment of licence fee-cum-rent

No employee of the Institute shall be provided any licence fee-cum-rent free accommodation. The employees shall be provided unfurnished and un-concessional rented accommodation on the campus, as per their eligibility. Besides licence fee-cum-rent as per the rates decided by the Institute from time to time, the employees shall also pay the maintenance charges and water charges as decided by the Institute from time to time. The Institute shall not employ any mali or gardener for maintenance of the premises allotted to them except the premises meant for public use of the community. Only the employees staying outside the campus will be eligible to receive the house rent allowance as per the prescribed rates.

However, as per the Board resolution at its 2014-1/14th meeting held on January 20, 2014, certain positions may be offered licence fee free accommodation if the offer of appointment is made with a provision for providing 'licence fee free' accommodation and furnished accommodation including any other benefits as part of the offer of the appointment, the Institute may extend such a facility to such employees who are entitled for this purpose.

27. Sub-letting of residence

- 1) No officer shall sublet the whole or part of his allotted residence. Provided that allottee / occupant proceeding on leave may accommodate in the residence any other employee eligible to share Government accommodation as a Caretaker, for the duration of the retention period as specified in these rules, but not exceeding six months in any case, unless explicitly approved by the competent authority with prior permission of the Estate Office.
- 2) Any allottee/ occupant who shares or sublets his residence shall do so at his own risk and responsibility and shall remain personally responsible for any licence fee-cum-rent payable in respect of the residence and for any damage caused to the residence or its precincts or grounds or services provided therein by Government beyond fair, wear and tear.
- 3) **List of close relatives:**
 1. Sons, daughters, father, mother, brothers, sisters, grandfather, grandmother, grandsons and granddaughters.
 2. Uncles, aunts, first cousins, nephews, nieces, directly related by blood to the allottee.
 3. Father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law and daughter-in-law.
 4. Relationship established by legal adoption.

28. Conditions for sharing of accommodation

The Director may permit such an employee to share a residence allotted to him/her with another employee or a student of the Institute for a period not exceeding one year and may renew the permission for periods as he/she may think necessary, each of such renewals not exceeding one year as per the terms and conditions stipulated.

Conditions for grant of permission for sharing of accommodation

- 1) The sharing arrangement will be valid for such period as the Director may consider necessary, not exceeding one year at a time from the date of issue of permission irrespective of the date on which the shares starts staying with the allottee.
- 2) The allottee, while sharing the accommodation, should ensure that he/she, while on duty, or his/her family actually stays with the sharer. In case of default, it will be construed that he/she is not in need of accommodation and the allotment of quarter will be liable to be cancelled besides any other suitable action being taken for breach of the conditions.
- 3) The licence fee-cum-rent payable to the Institute by the allottee shall be the licence fee-cum-rent payable by him/her/her if he had not shared the residence or the licence fee-cum-rent payable by the shares if the residence had been allotted to him/her/her direct by the Institute, whichever is higher.
Note: This condition is not applicable where students are permitted to reside with the allottees.
- 4) The licence fee-cum-rent payable by the sharer shall not, except with the previous sanction of the Director, exceed the licence fee-cum-rent payable to the Institute by the allottee.
- 5) The allottee will pay water charges at double the rate chargeable for the quarter located in the same building.
- 6) The allottee shall remain personally responsible for the licence fee-cum-rent and for any damage caused to the residence beyond fair, wear and tear.
- 7) The permission for sharing arrangement shall lapse on the day on which the allottee ceases to be the employee of the Institute or if, for any reason, is required to vacate the quarter, if that date be earlier than the date of expiry of the permission.
- 8) The allottee when vacating the quarter should had over clear and vacant possession of the quarter to the Institute. In no case, a quarter with a sharer residing inside will be treated as quarter having been vacated by the allottee.
- 9) The sharer will stay in the quarter at the pleasure of the allottee and will be required to vacate the said quarter as and when desired by the allottee.
- 10) The total number of persons residing in the quarter should not in any case exceed the number of persons mentioned in the declarations made both by the allottee and the sharer and should not ordinarily exceed eight in all excluding casual guests visiting the allottee and residing with him/her in the quarter, for not more than one month.

- 11) It will be the allottee's responsibility to see that the sharer adheres to all the conditions mentioned above.
- 12) Prior permission for sharing arrangement shall be obtained by the Principal allottee and co-sharer by making an application.
- 13) If the sharer does not vacate the quarter at the end of the period for which the sharing is permitted, disciplinary action against both the allottee and the sharer will be taken as per the provision of under these rules.

29. Relaxation of rules

The Director may, for reasons to be recorded in writing, relax all or any of the provisions of the rules in the case of any officer or residence or class of officers or type of residences in the following matters:

- 1) Allotment of accommodation for marriage purposes.
- 2) Allotment to physically handicapped officials.
- 3) For the purposes of medical emergencies.

Allotment in the above cases may be made as per the Govt. of India's orders in this regard.

30. Appellate Authority

The Director will be the Appellate Authority for all purposes on the decisions of the HAC, in case of any grievance arising out of the implementation and interpretation of these rules.

31. Rules, procedures and matters not covered

All the rules and procedures and disciplinary provisions applicable in respect of Government of India owned public premises shall also be applicable in respect of IISER Bhopal employees and persons for utilising the official residences and premises of IISER Bhopal also wherever specific rules are not framed.

- 1. Property location register:** The Estate Office shall maintain a property location master register with all the details of the shops with code no. and usage purpose.
- 2. Allotment procedure:** All the available shops / commercial space shall be allotted to the eligible service providers having all licences and pre-requisites with suitable experience and track record as per the terms and conditions laid down by the Shops and Commercial Establishments Management Committee through inviting Expression of Interest.

The committee shall invite EOI on behalf of the Director, IISER Bhopal and prequalify the service providers, who will subsequently make a presentation before the committee for selection of the service providers who are not black listed by the Institute or any other agency for a period of one year on signing of a standard licence agreement.

The Shops and Commercial Establishments Committee based on verification of credentials and personal interaction cum presentation shall make recommendations for the approval by the Director for allotment of shops and commercial establishments.

- 3. Licence fee-cum-rent:** The Estate Office shall prepare the proposal for fixing the licence fee-cum-rent based on the plinth area rates as approved by the Institute. There shall not be any competitive bidding since the licence fee-cum-rent is fixed along with the other applicable charges.
- 4. MRPs and tariff for items sold:** Any branded items sold by the vendor / agencies shall not exceed the MRP and suitable discounts may be extended based on the negotiations by the committee which should be displayed prominently at each of the commercial establishment.
- 5. Electricity, water and other charges:** All the allottees of the shops and commercial establishments shall pay actual electricity charges besides meter rent, water usage charges and maintenance charges as per the Institute policy.
- 6. Public use policy:** The banks, post office, railway reservation counter shall be considered as public utilities and any authorised citizen of the Nation shall have equal access to the utilities as per the public use policy.

However, official premises, co-operative service outlets, commercial facilities including gas agency shall be treated as exclusive service outlets/premises for the exclusive benefit of the campus community only. However, the Institute may relax these conditions with appropriate terms of usage including levying of user charges, parking fee, specifying authentication rules etc. for the official, co-operative and commercial facilities, if deemed necessary, from time to time.

The definition of campus community includes all the employees and their dependents, authorised residents on the campus, the students and the authorised

visitors, the invitees, Institute's guests and individuals or groups identified by the Institute as part of its community whether staying on the campus or visiting the campus on different official or semi-official activities/purposes and works with a direct or indirect relationship established with the Institute activities.

- 7. Prohibitions:** No shopkeeper should sell any prohibited items by the Institute or by the Government or any enforcing agencies such as cigarettes, gutka, pan masala, intoxicants, liquor, prohibited drugs etc. They shall adhere to the code of the conduct laid down by the Institute from time to time. The licence agreement can be terminated at any point of time without assigning any reasons including violation of contractual obligations.
- 8. Use of polythene and colours in food items:** All the shopkeepers shall submit an undertaking for not using the polythene covers which are banned by the State / Central Governments or any other agency. In all the foods and beverages or preparations no chemicals or colours be used which are harmful to public health.
- 9. Other terms and conditions:** The Shops and Commercial Establishments Act and Rules which are invoked in state of Madhya Pradesh have to be strictly adhered to by the licensee giving an undertaking to that extent as part of the agreement to be signed by the lessee.
- 10. Model Agreement:** The model agreement to be entered in with the licensee is appended separately to the manual.

- 1. Property location register:** The Estate Office shall maintain a property location master register with all the details of all the available community halls and lawns and the usage purpose.
- 2. Community Lawns / Official Lawns:** Presently, the following Community Lawns in public domain / lawns in official domain are available / proposed to be developed for the official, semi-official / private functions of the community members on payment of suitable space charges, water, electricity, maintenance and any other service charges as decided by the Institute from time to time.

However, certain community lawns in official domain which are exclusively meant for official and semi-official functions hosted by the Institute such as convocation, workshop lunch, dinners, gatherings, functions etc., shall be kept in official pool for the purpose of official functions hosted by the Institute.

1. The lawns annexed to the Institute community halls which are meant for public use on payment basis.
 2. The community lawns annexed to the Director's camp office for hosting convocation / workshop lunch and dinners and any other Institute hosted official functions exclusively.
 3. The lawns annexed to the Visitors' hostels which are meant for public use on payment basis.
 4. The lawns annexed to the LHC Auditorium (L-5) which are meant for public use on payment basis.
 5. Any other community lawns defined for official or semi-official or private functions and events of the community.
- 3. Allotment procedure:** All the available community halls and lawns shall be allotted to the eligible community members as per the priorities on first come first serve basis. There can be a software developed for submitting online applications and reservations in favour of the eligible community members.
 - 4. Eligibility criteria:** The following community members are eligible in the order of priority mentioned below for using the facilities:
 1. All the employees of the Institute for self and dependent family members as per the service record held by the Institute.
 2. All the retired employees of the Institute for self performed events like marriages, receptions etc. for the own family members only as per the service record held by the Institute while in service.

3. All the project employees working under various Institute and R&D projects for self, spouse and children.

4. Any one as approved by the Director on case to case basis.

5. User charges: The Management Committee shall recommend for fixing the user charges based on the plinth area for the approval by the Institute from time to time.

As per the resolution of the BOG at its 2014-1/14th meeting held on January 20, 2014:

i. The user charges for various facilities offered by the Institute shall be based on plinth area and different for the employees and outside organizations / individuals and as per the nature of use, commercial and non-commercial activities, cooperative activities etc.

ii. The user charges may be reviewed by the management committees at least once in a period of 3 years and recommended for the approval of the Director for further necessary implementation.

6. Electricity, water and other charges: All the allottees shall pay actual electricity charges besides meter rent, water usage charges and maintenance charges as per the Institute policy.

7. Maintenance of community lawns: The general upkeep and maintenance including landscaping and gardening, illumination of the community lawns meant for official, semi-official and private functions of the Institute community members is vested with the Institute's Works Department and care takers may be appointed for this purpose

8. Prohibitions: All the allottees shall adhere to the code of the conduct laid down by the Institute from time to time.

The Visitors' Hostel Management Committee shall be responsible for managing the affairs of the visitors' hostel as per the policy framework approved by the Institute on the recommendations of the Committee. The Committee shall make recommendation on usage policy, code of conduct, maintenance, user charges and allotment rules.

- 1. Property location register:** The In-charge Visitors' Hostel Management Committee shall ensure maintenance of the property location master register with all the details of all the available facilities and the usage purpose.
- 2. Appointment of hospitality, catering and care taking service provider:** The hospitality and catering services shall be managed on assigning the job contract to a professional agency through inviting techno commercial bids from the eligible service providers. A standard agreement proforma is appended to the manual.
- 3. Classification of user category:**

Category	Description
A	<ul style="list-style-type: none"> • Institute guests, Directors of other Institutes, member of selection committees, thesis examiners, invited speakers, department guests/invitees (charges should be paid from institute main account). • Important guests of Chairman, BOG/Director. • IISERB Faculty/Staff. • Relatives/guest of IISERB faculty/staff members. • Others (approved by the Director/Deputy Director).
B	<ul style="list-style-type: none"> • Faculty and staff of other institutes/universities. • Visitors connected with IISERB work (conference/seminars/short-courses / workshops / sponsored/ consultancy/project, JEE/GATE/JAC/KVPY etc). • Retired IISERB employees/IISERB alumni. • Parents/guardians/spouse of students. • Others (approved by the Director/Deputy Director).
C	<ul style="list-style-type: none"> • Guests of neighboring educational institutions. • Visitors of other government/public sector organizations. • Others (approved by the Director/Deputy Director).

As per the resolution of the BOG at its 2014-1/14th meeting held on January 20, 2014:

- i. The user charges for various facilities offered by the Institute shall be based on plinth area and different for the employees and outside organizations / individuals and as per the nature of use, commercial and non-commercial activities, cooperative activities etc.
- ii. The user charges may be reviewed by the management committees at least once in a period of 3 years and recommended for the approval of the Director for further necessary implementation.

4. VH accommodation and dining charges:

- 1) For booking of normal facilities, forms will have to be directly submitted duly forwarded by the respective HOD.
- 2) Timings & Food Charges:

	Tea	Breakfast	Lunch	Dinner
Charges for Lunch/Dinner	As per the recommendations of the Management Committee from time to time			
Timings		08:00 to 09:00 hrs	13:00 to 14:30 hrs	19:00 to 21:00 hrs

- 3) The food facility for non-residents will be reserved only on prior request, if specially approved by the Warden In-charge / Dy. Director / Director. The minimum period of such request shall be as under:-
 - Breakfast : Before 20:00 hrs on the previous day
 - Dinner: Before the noon of the same day
- 4) Lunch will be served only for the resident members on all days. However, if accompanied by the residents, breakfast, lunch, dinner may be served to the non-residents. The host of the visitor may sponsor breakfast, lunch, dinner etc. in connection with the official activity only.
- 5) Cancellation requests should be made at least 6 hours in advance, else food charges will be levied for such a meal.
- 6) The charges for food and accommodation, if any will be deducted from the salary of the respective internal user or host instead of taking cash/cheques in order to avoid transactional inconveniences, unless specified by the internal user or host for any other mode of payment.
- 7) Accommodation charges are as follows:

Category	Accommodation Charges					
	Suite		Single Room		Double Room	
	With AC	Without AC	With AC	Without AC	With AC	Without AC
A	Rs. 00.00	Rs. 00.00	Rs. 00.00	Rs. 00.00	Rs. 00.00	Rs. 00.00
B	Rs. 00.00	Rs. 00.00	Rs. 00.00	Rs. 00.00	Rs. 00.00	Rs. 00.00
C	Rs. 00.00	Rs. 00.00	Rs. 00.00	Rs. 00.00	Rs. 00.00	Rs. 00.00

5. VH usage terms and conditions:

- 1) First priority of booking is given to institute employees/students, followed by campus residents and other entitled individuals/groups.
- 2) This booking is purely provisional and can be cancelled at any time if necessary.
- 3) Check-in check-out time: 24 hours.

- 4) No telephonic bookings / cancellation will be entertained under any circumstances. Written / online requests approved by the competent authority will only be entertained.
 - 5) Stay is allowed at the entire responsibility of the guest(s). No claims for loss / damage or lapse of service will be entertained at any stage.
 - 6) The room shall be allotted on the condition, that, if necessary, the allottee shall have no objection for sharing accommodation with another guest.
 - 7) Please inform about your departure date & time or any other change of schedule well in advance.
 - 8) Advance booking of lunch and dinner may be made as follows : (lunch by 9:00 hrs, dinner by 14:00 hrs).
 - 9) The allottee should vacate the room on the expiry of the period for which accommodation was allotted, unless an extension for further stay has been obtained beforehand.
 - 10) All charges are to be paid in cash/local cheque, if paid by the guest.
 - 11) The cancellation, if any, should be notified at least 24 hrs in advance, failing which 10% of the tariff/ user charges or the actual tariff / user charges shall be levied / levied.
 - 12) Male visitors, other than family members are not allowed in the rooms occupied by female guests and vice-versa, without explicit permission by the Warden In-charge, VH.
 - 13) Consumption of narcotics/alcoholic drinks etc is strictly prohibited.
 - 14) To avoid any inconvenience, it is advised to inform the house-keeper in advance for late entry into the VH.
 - 15) It is suggested that the room may be got swept in the presence of the guest only.
 - 16) Electricity and water are precious, please conserve it. Please close the windows and switch off the electrical points whenever you leave the room. Also switch off the AC and geyser while not in use.
 - 17) The guest should verify and certify the final bill before departure.
- 6. Foreign guests /Foreign Nationals:** It is the responsibility of the indenter to ensure that the In-charge Guest House forwards the Form – C (appended in the manual) in respect of the foreign guests / foreign nationals staying at the visitors' hostel in the prescribed proforma along with the copy of the passport in the nearest police station as per the stipulations of Ministry of Home Affairs, Govt. of India. For this purpose, the In-charge Guest House shall take the help of Security Officer to accompany the guest for submitting any such declarations, if required to be submitted in person at any police station or code of law as per the provisions applicable.

7. Prohibitions: No visitor should be in possession of any prohibited items by the Institute or by the Government or any enforcing agencies such as cigarettes, gutka, pan masala, intoxicants, liquor, prohibited drugs etc. They shall adhere to the code of the conduct laid down by the Institute from time to time. The allotment of room can be withdrawn at any point of time without assigning any reasons.

The visitors cannot allow any unauthorised person to share the accommodation without declaring the purposes and relationship with the authorised visitor. All the prohibitions applicable to visitors or foreign guests shall be deemed to be applicable to the visitors of any public premises / public guest house or youth hostels / travellers' bungalows under appropriate law of the land.

1. Responsibilities:

1. The Committee may chose to run the dining and catering services on its own or through appointment of any eligible service provider through Expression of Interest.
2. The Committee shall invite Expression of Interest from the service providers for extending the catering services to the members of the Students' Co-operative Dining Halls and Canteens.
3. All the actual costs for availing of the catering services as per the menu and terms and conditions laid down by the Students' Co-operative Dining Halls and Canteens Management Committee shall be equally shared by the members of the Students' Co-operative Dining Halls and Canteens Management Committee.
4. The recommendation of the Students' Co-operative Dining Halls and Canteens Management Committee for allotment of kitchen, washing area in favour of the Committee or the service provider shall be put up for the approval of the Director who is the Honorary Chief Patron of the Students' Co-operative Dining Halls and Canteens Management Committee.
5. The Students' Co-operative Dining Halls and Canteens Management Committee or the service provider shall pay the licence fee-cum-rent as prescribed by the Institute for the kitchen and washing area, the electricity charges and the water charges as per the Institute policy. The electricity charges for the dining area @ 20% of the actual consumption shall be borne by the Committee or the service provider. The maintenance and cleaning and security of the kitchen equipment and the area allotted for running the co-operative mess services shall be the responsibility of the Committee or the service provider engaged by the Committee.
6. The Co-operative Committee may enter into a suitable service agreement in the suggested manner as per the model agreement with the service provider for extending the dining services on contributory basis.
7. As the costs are fully borne by the users and the management is vested with the user group i.e. students on co-operative and contributory basis, the mess contract management shall not be under the purview of official contracts managements of the Institute. Also the Institute shall not charge any separate establishment charges since all the establishment costs are to be borne by the service provider.
8. The costs suggested in the model agreement form in terms of licence fee-cum-rent, electricity consumption charges, water consumption charges, cleaning and upkeep service charges, etc. are indicative only and likely to go upwards from time to time based on the actual consumptions / costs.
9. The Co-operative Committee may arrange on its own for the water supply and cleaning services. However, the licence fee-cum-rent and the electricity consumption charges

shall be paid by the committee / service provider on 1st of every month by way of challan in favour of Director, IISER Bhopal in the State Bank of India, IISER Bhauri account and submit the proof of payment in the Estate Office. Any failure to pay the licence fee-cum-rent and electricity, water charges consumption charges shall attract penal provision as per the Institute policy.

10. The officials of the Institute who are the honorary members of the Students' Co-operative Dining Halls and Canteens Management Committee shall extend advisory and support services to the user group with empowerment of the user group to run the co-operative services as per the aspirations of the user community and paying capacity.

2. Property location register: The Estate Office of the Institute shall maintain a register of all the following with plinth area available and the inventory attached to the Co-operative spaces:

- 1) Co-operative Dining Halls attached to the hostels.
- 2) Co-operative Canteens attached to the dining halls of the students' hostels.
- 3) Co-operative provision stores.
- 4) Co-operative beauty spas.
- 5) Co-operative washing and laundry spaces.
- 6) Any other space for the common views by the student community, located within the hostel / dining hall premises.

3. Appointment of hospitality, catering and care taking service provider by the Co-operative Management Committee: The space earmarked for various co-operative activities for the residents of the each hostel as enumerated above shall be kept at the disposal of the SCDCMC.

The SCDCMC from time to time shall invite the Expression of Interest from the eligible service providers to operate the students' co-operative service outlets as per the terms and conditions set out in the model:

- 1) Expression of Interest.
- 2) Service Contract Agreement to be entered with SCDCMC.
- 3) Space Licence Agreement to be entered with the Estate Officer of the Institute.

4. Premises allotment procedure: The SCDCMC after inviting the Expression of Interest shall:

- 1) Examine the proposals and ensure that the service provider fulfils the statutory requirements such as ESI, EPF, service tax, labour licence, food and beverages licences, if any besides all other statutory requirements and short list the applicants.
- 2) The SCDCMC shall make visits to the work spots where the applicants are currently extending the services in the similar areas of the requirement and further short list the eligible applicants.
- 3) The SCDCMC may invite the applicants for interaction cum presentation on the proposed services and verify the credentials.

- 4) The Committee shall specify the services required to be provided and the applicable rates payable by the users on the basis of sharing the costs including all the applicable taxes and levies.
- 5) The SCDCMC may chose to supply the raw material to the service provider at its own discretion, for serving the processed food duly deploying the skilled, un-skilled, semi-skilled / professional manpower under the supervision of the work contractor.
- 6) The Institute shall provide the hard infrastructure and equipment required for the kitchen and the dining area.
- 7) The contractor shall take full responsibility for the upkeep and maintenance of the material including physical safety.
- 8) The contractor shall abide by the stipulations, quantities and the rates as prescribed by the SCDCMC without any provision for bidding, since the requirements are specific to the users of the co-operative canteens and all the user charges are to be payable by the subscribers only without any involvement of the Institute's central administrative mechanism.
- 9) The SCDCMC may impose penalties and review the performance of the contractor from time to time including termination of the contract on the grounds of unsatisfactory services.
- 10) The users of the co-operative dining halls / canteens service outlets shall pay the cost to the agency directly. The bills, if any shall not be deducted from the scholarship account as the same is not to be treated as Institute's revenue income.
- 11) All the co-operative service outlets shall operate on the principal of no profit and no loss and shall not accrue any surplus or incur losses. The services are on the principal of share the costs and use the services.

The SCDCMC with the above details shall forward the copy of the minutes for the approval of the Hon'ble Director in the capacity of Chief Patron of the students' co-operative service outlets.

On approval of the minutes, the SCDCMC shall forward the copy of the minutes to the Estate Officer and to the Warden In-charge with a request for entering into licence contract on allotment of premises and the service contract in the prescribed proforma on behalf of the SCDCMC.

5. Allotment of premises and licence fee-cum-rent: The SCDCMC shall ensure that the Estate Officer makes a formal allotment of the space in favour of the selected agency based on the minutes approved by the Hon'ble Director and the Chief Patron of the students' co-operative service outlets.

The kitchen area which is exclusively used by the agency shall only count for payment of licence fee-cum-rent prescribed for co-operative agencies. The dining area shall be allotted in the name of SCDCMC without any additional licence fee-cum-rent for the benefit of use of the students' community.

The electricity charges as per the metre reading are payable by the service agency for the licensed area. However, 20% of the electricity charges in respect of common dining area allotted in the name of SCDCMC for the benefit of students' community shall also be payable by the service agency and the upkeep and switching off the lights of the dining area should also be taken care of by the service agency along with the kitchen area and the premises around the dining hall.

The contractor should enter into a licence agreement with the Estate Officer as per the standard licence agreement proforma and ensure payment of licence fee-cum-rent, electricity, water and other service charges as prescribed by the Institute from time to time. The remittances should be made in the Institute's account held at SBI, IISER Bhopal, Bhauri campus before 5th of every month and submit the challan copy in the office of the SCDCMC, Estate Officer and the Finance & Accounts wing of the Institute.

- 6. Public use policy:** The official premises, co-operative service outlets, commercial facilities including gas agency shall be treated as exclusive service outlets/premises for the exclusive benefit of the campus community only. However, the Institute may relax these conditions with appropriate terms of usage including levying of user charges, parking fee, specifying authentication rules etc. for the official, co-operative and commercial facilities, if deemed necessary, from time to time.

The definition of campus community includes all the employees and their dependents, authorised residents on the campus, the students and the authorised visitors, the invitees, Institute's guests and individuals or groups identified by the Institute as part of its community whether staying on the campus or visiting the campus on different official or semi-official activities/purposes and works with a direct or indirect relationship established with the Institute activities.

- 7. Maximum period of allotment:** The allotment shall be for a period of eleven months or 2 academic semesters whichever is less.

However, as per the resolution of the BOG at its 2014-1/14th meeting held on January 20, 2014, the period of allotment for commercial / cooperative service outlets may be upto a period of 3 years, on yearly renewal basis, in order to increase the viability as against the proposed period of 11 months or 2 academic semesters.

- 8. Prohibitions:** No contractor should sell any prohibited items by the Institute or by the Government or any enforcing agencies such as cigarettes, gutka, pan masala, intoxicants, liquor, prohibited drugs etc. They shall adhere to the code of the conduct laid down by the Institute from time to time. The licence agreement can be terminated at any point of time without assigning any reasons including violation of contractual obligations.

Co-operative Community Canteens

Management Rules

7

1. Responsibilities:

1. The Committee may chose to run the dining and catering services on its own or through appointment of any eligible service provider through Expression of Interest.
2. The Committee shall invite Expression of Interest from the service providers for extending the catering services to the members of the Co-operative Community Canteens.
3. All the actual costs for availing of the catering services as per the menu and terms and conditions laid down by the Co-operative Community Canteens shall be borne by the members of the Co-operative Community Canteens.
4. The recommendation of the Co-operative Community Canteens for allotment of kitchen, washing area in favour of the Committee or the service provider shall be put up for the approval of the Director who is the Honorary Chief Patron of the Co-operative Community Canteens.
5. The Co-operative Community Canteens or the service provider shall pay the licence fee-cum-rent as prescribed by the Institute for the kitchen and washing area, the electricity charges and the water charges as per the Institute policy. The electricity charges for the dining area @ 20% of the actual consumption shall be borne by the Committee or the service provider. The maintenance and cleaning and security of the kitchen equipment and the area allotted for running the co-operative mess services shall be the responsibility of the Committee or the service provider engaged by the Committee.
6. The Co-operative Committee may enter into a suitable service agreement in the suggested manner as per the model agreement with the service provider for extending the dining services on contributory basis.
7. As the cost are fully borne by the users and the management is vested with the user group i.e. students, employees etc. on co-operative and contributory basis, the canteen contract management shall not be under the purview of official contracts managements of the Institute.
8. The costs suggested in the model agreement form in terms of licence fee-cum-rent, electricity consumption charges, water consumption charges, cleaning and upkeep service charges, etc. are indicative only and likely to go upwards from time to time based on the actual consumptions / costs.
9. The Co-operative Committee may arrange on its own for the water supply and cleaning services. However, the licence fee-cum-rent and the electricity consumption charges shall be paid by the committee / service provider on 1st of every month by way of challan in favour of Director, IISER Bhopal in the State Bank Of India, IISER Bhauri account and submit the proof of payment in the Estate Office. Any failure to pay the licence fee-cum-rent and electricity, water charges consumption charges shall attract penal provision as per the Institute policy.

10. The officials of the Institute who are the honorary members of the Co-operative Community Canteens shall extend advisory and support services to the user group with empowerment of the user group to run the co-operative services as per the aspirations of the user community and paying capacity.

2. Property location register: The Estate Office of the Institute shall maintain a register of all the following with plinth area available and the inventory attached to the Co-operative Community Canteen spaces.

3. Appointment of hospitality, catering and care taking service provider by the Co-operative Community Canteens Management Committee (CCCMC): The space earmarked for various co-operative activities for the benefit of the campus community shall be kept at the disposal of the CCCMC.

The CCCMC from time to time shall invite the Expression of Interest from the eligible service providers to operate the co-operative community canteen service outlets as per the terms and conditions set out in the model:

- 1) Expression of Interest.
- 2) Service Contract Agreement to be entered with CCCMC.
- 3) Space Licence Agreement to be entered with the Estate Officer of the Institute.

4. Premises allotment procedure: The CCCMC after inviting the Expression of Interest shall

- 1) Examine the proposals and ensure that the service provider fulfils the statutory requirements such as ESI, EPF, service tax, labour licence, food and beverages licences, if any besides all other statutory requirements and short list the applicants.
- 2) The CCCMC shall make visits to the work spots where the applicants are currently extending the services in the similar areas of the requirement and further short list the eligible applicants.
- 3) The CCCMC may invite the applicants for interaction cum presentation on the proposed services and verify the credentials.
- 4) The Committee shall specify the services required to be provided and the applicable rates payable by the users on the basis of sharing the costs including all the applicable taxes and levies.
- 5) The CCCMC may chose to supply the raw material to the service provider at its own discretion, for serving the processed food duly deploying the skilled, un-skilled, semi-skilled / professional manpower under the supervision of the work contractor.
- 6) The Institute shall provide the hard infrastructure and equipment required for the kitchen and the dining area.
- 7) The contractor shall take full responsibility for the upkeep and maintenance of the material including physical safety.

- 8) The contractor shall abide by the stipulations, quantities and the rates as prescribed by the CCCMC without any provision for bidding, since the requirements are specific to the users of the co-operative canteens and all the user charges are to be payable by the subscribers only without any involvement of the Institute's central administrative mechanism.
- 9) The CCCMC may impose penalties and review the performance of the contractor from time to time including termination of the contract on the grounds of unsatisfactory services.
- 10) The users of the co-operative dining halls / canteens service outlets shall pay the cost to the agency directly. The bills, if any shall not be deducted from the scholarship account as the same is not to be treated as Institute's revenue income.
- 11) All the co-operative service outlets shall operate on the principal of no profit and no loss and shall not accrue any surplus or incur losses. The services are on the principal of share the costs and use the services.

The CCCMC with the above details shall forward the copy of the minutes for the approval of the Hon'ble Director in the capacity of Chief Patron of the students' co-operative service outlets.

On approval of the minutes, the CCCMC shall forward the copy of the minutes to the Estate Officer and to the Warden In-charge with a request for entering into licence contract on allotment of premises and the service contract in the prescribed proforma on behalf of the CCCMC.

5. Allotment of premises and licence fee-cum-rent: The CCCMC shall ensure that the Estate Officer makes a formal allotment of the space in favour of the selected agency based on the minutes approved by the Hon'ble Director and the Chief Patron of the students' co-operative service outlets.

The kitchen area which is exclusively used by the agency shall only count for payment of licence fee prescribed for co-operative agencies. The dining area shall be allotted in the name of CCCMC without any additional licence fee for the benefit of use of the students' community.

The electricity charges as per the metre reading are payable by the service agency for the licensed area. However, 20% of the electricity charges in respect of common dining area allotted in the name of CCCMC for the benefit of students' community shall also be payable by the service agency and the upkeep and switching off the lights of the dining area should also be taken care of by the service agency alongwith the kitchen area and the premises around the dining hall.

The contractor should enter into a licence agreement with the Estate Officer as per the standard licence agreement proforma and ensure payment of licence fee-cum-rent, electricity, water and other service charges as prescribed by the Institute from time to time. The remittances should be made in the Institute's account held at SBI, IISER Bhopal, Bhauri campus before 5th of every month and submit the challan copy in the office of the CCCMC, Estate Officer and the Finance & Accounts wing of the Institute.

6. **Public use policy:** The official premises, co-operative service outlets, commercial facilities including gas agency shall be treated as exclusive service outlets/premises for the exclusive benefit of the campus community only. However, the Institute may relax these conditions with appropriate terms of usage including levying of user charges, parking fee, specifying authentication rules etc. for the official, co-operative and commercial facilities, if deemed necessary, from time to time.

The definition of campus community includes all the employees and their dependents, authorised residents on the campus, the students and the authorised visitors, the invitees, Institute's guests and individuals or groups identified by the Institute as part of its community whether staying on the campus or visiting the campus on different official or semi-official activities/purposes and works with a direct or indirect relationship established with the Institute activities.

7. **Maximum period of allotment:** The allotment shall be for a period of eleven months or 2 academic semesters whichever is less.
8. **Prohibitions:** No contractor should sell any prohibited items by the Institute or by the Government or any enforcing agencies such as cigarettes, gutka, pan masala, intoxicants, liquor, prohibited drugs etc. They shall adhere to the code of the conduct laid down by the Institute from time to time. The licence agreement can be terminated at any point of time without assigning any reasons including violation of contractual obligations.

- 1. Property location register:** The Institute shall earmark a suitable space in the shopping complex for operating the following non-commercial service outlets of Government / Semi-Governmental type:
 - 1) A nationalized bank with suitable number of ATMs.
 - 2) A scheduled bank with suitable number of ATMs.
 - 3) A post office.
 - 4) Railway reservation counter.
 - 5) Gas agency.
- 2. Allotment procedure:** An Institute level Committee appointed by the Director for selection of the above agencies may identify suitable space and recommend for allotment of the space for the approval of the Director.
- 3. Licence fee-cum-rent and Agreement:** The Licensee shall pay the prescribed licence fee-cum-rent as per the Institute policy from time to time on monthly basis. The Estate Officer shall issue an allotment order and a licence agreement in the approved proforma shall be entered in with the Government /Semi-Governmental agency.
- 4. Electricity, water and other charges:** Electricity, water and other consumption charges shall be paid as per the actual consumption by the licensee.
- 5. Cleaning and service charges:** The lessee shall also ensure maintenance and upkeep on its own for the area allotted and also shall pay the cleaning and service charges for the common areas and public toilets.
- 6. Public use policy:** The banks, post office, railway reservation counter shall be considered as public utilities and any authorised citizen of the Nation shall have equal access to the utilities as per the public use policy.

However, official premises, co-operative service outlets, commercial facilities including gas agency shall be treated as exclusive service outlets/premises for the exclusive benefit of the campus community only. However, the Institute may relax these conditions with appropriate terms of usage including levying of user charges, parking fee, specifying authentication rules etc. for the official, co-operative and commercial facilities, if deemed necessary, from time to time.

The definition of campus community includes all the employees and their dependents, authorised residents on the campus, the students and the authorised visitors, the invitees, Institute's guests and individuals or groups identified by the Institute as part of its community whether staying on the campus or visiting the campus on different official or semi-official activities/purposes and works with a direct or indirect relationship established with the Institute activities.

1. The extracts of the Public Premises (Eviction of unauthorized occupants) Act 1971

Introduction

The Institute provides residential accommodation to its employees, commercial, non-commercial organisation and individuals. Residential accommodation is allotted to them while they are in service or till the term of their office or till the licence expires. After the expiry of the licence of employees / allottees the accommodation provided to them is to be vacated and surrendered to the Institute. This facility should not be misused by the employees/ allottees by either not vacating or overstaying in the residential accommodation and not surrendering it to the Institute. Similarly temporary occupation of Guest Hostels should be vacated at the expiry of the term of allotment. To evict such unauthorised occupants the Estate Officer of the Institute shall undertake the legal recourse as per the Act 40 of 1971.

Act 40 of 1971

To expedite eviction of such unauthorised occupants a Bill was introduced in the Parliament which was passed by both the Houses. It came on the Statute Book after getting assent from President on 23rd August, 1971 as 'The Public Premises (Eviction of unauthorised occupants) Act, 1971 (40 OF 1971)".

List of amending acts

1. Act 61 of 1980.
2. The Public Premises (Eviction or Unauthorised Occupants) Amendment Act, 1984 (35 of 1984).
3. The Public Premises (Eviction of Unauthorised Occupants) Amendment Act, 19936 (7 of 1994).

The Public Premises (Eviction of unauthorised occupants) Act, 1971 (No. 40 of 1971)

An Act to provide for the eviction of unauthorised occupants from public premises and for certain incidental matters.

Be it enacted by Parliament in the Twenty-second Year of the Republic of India as follows:

1. Short title, extent and commencement:

- 1) This Act may be called the Public Premises (Eviction of Unauthorised Occupants) Act, 1971.
- 2) It extends to the whole of India.
- 3) It shall be deemed to have come into force on the 16th day of September, 1958 except sections 11, 19 and 20 which shall come into force at once.

2. Definitions: In this Act, unless the context otherwise requires,

- 1) "*Corporate Authority*" means:
 - (i) any Company or Corporation referred in sub-clause (1) or
 - (ii) the Corporation or any Committee or the Authority referred to in sub-clause (2) of clause (5) of this section.
- 2) "*Estate Officer*" means an officer appointed as such by the Central Government under section 3;
- 3) "*Premises*" means any land or any building or part of a building and includes:
 - (i) the garden, grounds and outhouses, if any, appertaining to such building or part of a building, and
 - (ii) any fittings affixed to such building or part of a building for the more beneficial enjoyment thereof.
- 4) "*Prescribed*" means prescribed by rules made under this Act.
- 5) "*Public premises*" means any premises belonging to or taken on lease or requisitioned by, or on behalf of the Central Government, and includes:
 - (i) any premises belonging to, or taken on lease by, or on behalf of-
 - a. any company as defined in section 3 of the Companies Act, 1956 (1 of 1956) in which not less than fifty-one percent of the paid up share capital is held by the Central Government or any company which is a subsidiary (within the meaning of that Act) of the first-mentioned company.
 - b. any corporation (not being a company as defined in section 3 of the Companies Act, 1956 or a local authority) established by or under a Central Act and owned or controlled by the Central Government.
 - c. any University established or incorporated by any Central Act.
 - d. any Institute incorporated by the Institutes of Technology Act, 1961.
 - e. any Board of Trustees constituted under the Major Port Trusts Act, 1963.
 - f. the Bhakra Management Board constituted under section 79 of the Punjab Reorganisation Act, 1966 and that Board as and when re-named as the Bhakra-Beas Management Board under sub-section (6) of section 80 of that Act.
 - g. any State Government or the Government of any Union Territory situated in the National Capital Territory of Delhi or in any other Union Territory.
 - h. any Cantonment Board constituted under the Cantonments Act, 1924 (2 of 1924); and

(ii) in relation to the National Capital Territory of Delhi-

- a. any premises belonging to the Municipal Corporation of Delhi, or any municipal committee or notified area committee.
- b. any premises belonging to the Delhi Development Authority, whether such premises are in the possession of, or leased out by, the said Authority; and
- c. any premises belonging to, or taken on lease or requisitioned by, or on behalf of any State Government or the Government of any Union Territory.)

6) "*rent*", in relation to any public premises, means the consideration payable periodically for the authorized occupation of the premises, and includes:

- (i) any charge for electricity, water or any other services in connection with the occupation of the premises,
- (ii) any tax (by whatever name called) payable in respect of the premises, where such charge or tax is payable by the Central Government or the corporate authority;

7) "*unauthorised occupation*", in relation to any public premises, means the occupation by any person of the public premises without authority for such occupation, and includes the continuance in occupation by any person of the public premises after the authority (whether by way of grant or any other mode of transfer) under which he was allowed to occupy the premises has expired or has been determined for any reason whatsoever.

3. Appointment of Estate Officers: The Central Government may, by notification in the Official Gazette:

- (a) appoint such persons, being Gazetted Officers of Government or officers of equivalent rank of the corporate authority, as it thinks fit, to be Estate Officers as for the purposes of this Act; and
- (b) define the local limits within which, or the categories of public premises in respect of which, the Estate Officers shall exercise the powers conferred, and perform the duties imposed, on Estate Officers by or under this Act.

3A. Eviction from temporary occupation.- Notwithstanding anything contained in section 4 or section 5, if the Estate Officer, after making such inquiry as he deem expedient in the circumstances of the case, is satisfied that any persons who were allowed temporary occupation of any public premises are in unauthorised occupation of the said premises, he may, for reasons to be recorded in writing, make an order for the eviction of such persons forthwith and thereupon, if such persons refuse or fail to comply with the said order of eviction, he may evict them from the premises and take possession thereof and may, for that purpose, use such force as may be necessary.

4. Issue of notice to show cause against order of eviction:

1. If the estate officer is of opinion that any persons are in unauthorised occupation of any public premises and that they should be evicted, the Estate Officer shall issue in the manner hereinafter provided a notice in writing calling upon all persons concerned to show cause why an order of eviction should not be made.
2. The notice shall:

- (a) specify the grounds on which the order of eviction is proposed to be made; and
 - (b) require all persons concerned, that is to say, all persons who are, or may be in occupation of, or claim interest in, the public premises,-
 - (i) to show cause, if any, against the proposed order on or before such date as is specified in the notice, being a date not earlier than seven days from the date of issue thereof, and
 - (ii) to appear before the Estate Officer on the date specified in the notice a long with the evidence which they intend to produce in support of the cause shown, and also for personal hearing, if such hearing is desired
3. The Estate Officer shall cause the notice to be served by having it affixed on the outer door or some other conspicuous part of the public premises, and in such other manner as may be prescribed, whereupon the notice shall be deemed to have been duly given to all persons concerned.

5. Eviction of unauthorised occupants:

1. If, after considering the cause, if any, shown by any person in pursuance of a notice under section 4 and any evidence he may produce in support of the same and after giving him/her a reasonable opportunity of being heard, the estate officer is satisfied that the public premises are in unauthorised occupation, the estate officer may make an order of eviction, for reasons to be recorded therein, directing that the public premises shall be vacated, on such date as may be specified in the order, by all persons who may be in occupation thereof or any part thereof, and cause a copy of the order to be affixed on the outer door or some other conspicuous part of the public premises.
2. If any person refuses or fails to comply with the order of eviction within thirty days of the date of its publication under sub-section (1), the estate officer or any other officer duly authorised by the estate officer in his behalf may evict that person from, and take possession of, the public premises and may, for that purpose, use such force as may be necessary.

5A. Power to remove unauthorised constructions, etc:

1. No person shall:
 - (a) erect or place or raise any building or [any movable or immovable structure or fixture),
 - (b) display or spread any goods.
 - (c) bring or keep my cattle or other animal.

on, or against, or in front of, any public premises except in accordance with the authority (whether by way of grant or any other mode of transfer) under which he was allowed to occupy such premises.

2. Where any building or other immovable structure or fixture has been created, placed or raised on any public premises in contravention of the provisions of sub-section (1), the estate officer may serve upon the person erecting such building or other structure or fixture, a notice requiring him/her either to remove, or to show cause why he shall not remove such building or other structure or fixture from the public premises within such period, not being less than seven days, as he may specify in the notice; and on the omission or refusal of such person either to show cause, or to remove such building or other structure or fixture from the public premises, or where

the cause shown is not, in the opinion of the estate officer, sufficient, the estate officer may, by order, remove or cause to be removed the building or other structure or fixture from the public premises and recover the cost of such removal from the person aforesaid as an arrear of land revenue.

3. Where any movable structure or fixture has been erected, placed or raised, or any goods have been displayed or spread, or any cattle or other animal has been brought or kept, on any public premises, in contravention of the provisions of sub-section (1) by any person, the estate officer may, by order, remove or cause to be removed without notice, such structure, fixture, goods, cattle or other animal, as the case may be, from the public premises and recover the cost of such removal from such person as an arrears of land revenue.]

5B. Order of demolition of unauthorized construction:

1. Where the erection of any building or execution of any work has been commenced, or is being carried on, or has been completed on any public premises by any person in occupation of such public premises under an authority (whether by way of grant or any other mode of transfer), and such erection of building or execution of work is in contravention of, or not authorized by, such authority, then, the estate officer may, in addition to any other action that may be taken under this Act or in accordance with the terms of the authority aforesaid, make an order, for reasons to be recorded therein, directing that such erection or work shall be demolished by the person at whose instance the erection or work has been commenced, or is being carried on, or has been completed, within such period, as may be specified in the order.

Provided that no order under this sub-section shall be made unless the person concerned has been given by means of notice [of not less than seven days] served in the prescribed manner, a reasonable opportunity of showing cause why such order should not be made.

2. Where the erection or work has not been completed, the estate officer may, by the same order or by a separate order, whether made at the time of the issue of the notice under the proviso to sub-section (1) or at any other time, direct the person at whose instance the erection or work has been commenced, or is being carried on, to stop the erection or work until the expiry of the period within which an appeal against the order of demolition, if made, may be preferred under section 9.
3. The estate officer cause every order made under sub-section (1), or, as the case may be, under subsection (2) to be affixed on the outer door, or some other conspicuous part, of the public premises.
4. Where no appeal has been preferred against the order of demolition made by the estate officer under subsection (1) or where an order of demolition made by the estate officer under that sub-section has been confirmed on appeal, whether with or without variation, the person against whom the order has been made shall comply with the order within the period specified therein, or, as the case may be, within the period, if any, fixed by the appellate officer on appeal, and, on the failure of the person to comply with the order within such period. the estate officer or any other officer duly authorised by the estate officer in this behalf, may cause the erection or work to which the order relates to be demolished.

5. Where an erection or work has been demolished, the estate officer may, by order, require the person concerned to pay the expenses of such demolition within such time, and in such number of installments, as may be specified in the order.

5C. Power to seal unauthorised constructions:

1. It shall be lawful for the estate officer, at any time, before or after making an order of demolition under section 5B, to make an order directing the sealing of such erection or work or of the public premises in which such erection or work has been commenced or is being carried on or has been completed in such manner as may be prescribed, for the purpose of carrying out the provisions of this Act, or for preventing any dispute as to the nature and extent of such erection or work.
2. Where any erection or work or any premises in which any erection or work is being carried on has, or have been sealed, the estate officer may, for the purpose of demolishing such erection or work in accordance with the provisions of this Act, order such seal to be removed.
3. No person shall remove such seal except:
 - (a) under an order made by the estate officer under sub-section (2); or
 - (b) under an order of the appellate officer made in an appeal under this Act.

6. Disposal of property left on public premises by unauthorised occupants:

1. Where any persons have been evicted from any public premises under section 5, [or where any building or other work has been demolished under section 5B] the estate officer may, after giving fourteen days' notice to the persons from whom possession of the public premises has been taken and after publishing the notice in at least one newspaper having circulation in the locality, remove or cause to be removed or dispose of by public auction any property remaining on such premises.
 - (i) Where any goods, materials, cattle or other animal have been removed from any public premises under section 5A, the estate officer may, after giving fourteen days' notice to the persons owning such goods, materials, cattle or other animal and after publishing the notice in at least one newspaper having circulation in the locality, dispose of, by public auction, such goods, materials, cattle or other animal.
 - (ii) Notwithstanding anything contained in sub-sections (1) and (1A), the giving or publication of any notice referred to therein shall not be necessary in respect of any property which is subject to speedy and natural decay, and the estate officer may, after recording such evidence as he may think fit, cause such property to be sold or otherwise disposed of in such manner as he may think fit.
2. Where any property is sold under sub-section (1), the sale proceeds thereof shall, after deducting the expenses of the sale and the amount, if any, due to the Central Government or the corporate authority on account of arrears of rent or damages or costs, be paid to such person or persons as may appear to the estate officer to be entitled to the same:

Provided that where the estate officer is unable to decide as to the person or persons or whom the balance of the amount is payable or as to the apportionment of the same,

he may refer such dispute to the civil court of competent jurisdiction and the decision of the court thereon shall be final.

[2A) The expression "costs", referred to in sub-section (2), shall include the cost of removal recoverable under section 5A and the cost of demolition recoverable under; section 5B.]

7. Power to require payment of rent or damages in respect of public premises:

1. Where any person is in arrears of rent payable in respect of any public premises, the estate officer may, by order, require that person to pay the same within such time and in such installments as may be specified in the order.
2. Where any person is, or has at any time been, in unauthorised occupation of any public premises, the estate officer may, having regard to such principles of assessment of damages as may be prescribed, assess the damages on account of the use and occupation of such premises and may, by order, require that person to pay the damages within such time and in such installments as may be specified in the order.
3. No order under sub-section (1) or sub-section (2) shall be made against any person until after the issue of a notice in writing to the person calling upon him/her to show cause within such time as may be specified in the notice, why such order should not be made, and until his objections, if any, and any evidence he may produce in support of the same, have been considered by the estate officer.

8. Power of estate officers: An estate officer shall, for the purpose of holding any inquiry under this Act, have the same powers as are vested in a civil court under the Code of Civil Procedure, 1908, when trying a suit in respect of the following matters, namely:

- (a) summoning and enforcing the attendance of any person and examining him/her on oath;
- (b) requiring the discovery and production of documents;
- (c) any other matter which may be prescribed

9. Appeals:

1. An appeal shall lie from every order of the estate officer made in respect of any public premises under section 5 of section 5B [or section 5C] or section 7 to an appellate officer who shall be the district judge of the district in which the public premises are situate or such other judicial officer in that district of not less than ten years' standing as the district judge may designate in this behalf.
2. An appeal under sub-section (1) shall be preferred:
 - (a) in the case of an appeal from an order under section 5 within fifteen days from the date of publication of the order under sub-section (1) of that section; and
 - (b) in the case of an appeal from an order under section 5B or section 7, within fifteen days from the date on which the order is communicated to the appellant; [and]
 - (c) in the case of an appeal from an order under section 5C, within fifteen days from the date of such order.

Provided that the appellate officer may entertain the appeal after the expiry of the said period of fifteen days, if he is satisfied that the appellant was prevented by sufficient cause from filing the appeal in time,

3. Where an appeal is preferred from an order of the estate officer, the appellate officer may stay the enforcement of that order for such period and on such conditions as he deems fit.

Provided that where the construction or erection of any building or other structure or fixture or execution of any other work was not completed on the day on which an order was made under section 5E for the demolition or removal of such building or other structure or fixture, the appellate officer shall not make any order for the stay of enforcement of such order, unless such security, as may be sufficient in the opinion of the appellate officer, has been given by the appellant for not proceeding with such construction, erection or work pending the disposal of the appeal.

4. Every appeal under this section shall be disposed of by the appellate officer as expeditiously as possible.
 5. The costs of any appeal under this section shall be in the discretion of the appellant officer.
 6. For the purposes of this section, a presidency-town shall be deemed to be a district and the chief judge or the principal judge of the city civil court therein shall be deemed to be the district judge of the district.
- 10. Finality of orders:** Save as otherwise expressly provided in this Act, every order made by an estate officer or appellate officer under this Act shall be final and shall not be called in question in any original suit, application or execution proceeding and no injunction shall be granted by any court or other authority in respect of any action taken or to be taken in pursuance of any power conferred by or under this Act.

11. Offences and penalty:

1. If any person unlawfully occupies any public premises, he shall be punishable with simple imprisonment for a term which may extend to six months, or with fine which may extend to five thousand rupees; or with both.

Provided that a person who, having been lawfully in occupation of any public premises by virtue of my authority (whether by way of grant, allotment or by any other mode whatsoever) continues to be in occupation of such premises after such authority has ceased to be valid, shall not be guilty of such offence.

2. If any person who has been evicted from any public premises under this Act again occupies the premises without authority for such occupation, he shall be punishable with imprisonment for a term which may extend to one year or with fine which may extend to one thousand rupees, or with both.
3. Any magistrate convicting a person under (sub-section (2)) may make an order for evicting that person summarily and he shall be liable to such eviction without prejudice to any other action that may be taken against him/her under this Act.

11A. Offences under section 11 to be cognizable: The Code of Criminal procedure, 1973 shall apply to an offence under section 11 as if it were a cognizable offence-

- (i) for the purposes of investigation of such offence, and
- (ii) for the purposes of matter, other than-
 - (1) matters referred to in section 42 of that Code, and
 - (2) arrest of a person except on the complaint of, or upon information received from.-

(a) a Group A officer as may be appointed by the Central Government, in the case of an offence in relation to the public premises specified in sub-clause (1) of clause (e) of section 2;

(b) an officer equivalent to the rank of a Group A officer of the Central Government or where it is not possible to specify an officer of such equivalent rank, such executive officer as may be appointed by the statutory authority in the case of an offence in relation to the public premises specified in sub-clause (2) of clause (e) of section 2;

(c) such Deputy Commissioner, in the case of an offence in relation to the public premises belonging to the Municipal Corporation of Delhi, as may be appointed by the Administrator of the Union territory of Delhi;

(d) the Secretary, New Delhi Municipal Committee, in the case of an offence in relation to the public premises belonging to the New Delhi Municipal Committee;

(e) the Secretary of a notified area committee, in the case of an offence in relation to the public premises belonging to that committee;

(f) such Director, in the case of an offence in relation to the public premises belonging to the Delhi Development Authority, as may be appointed by the Administrator of the Union territory of Delhi.]

12. Power to obtain information: If the estate officer has reason to believe that any persons are in unauthorised occupation of any public premises, the estate officer or any other officer authorised by him/her in this behalf may require those persons or any other person to furnish information relating to the names and other particulars of the persons in occupation of the public premises and every person so required shall be bound to furnish the information in his possession.

13. Liability of heirs and legal representatives:

1. Where any person against whom any proceeding for the determination of arrears of rent or for the assessment of damages [or for the determination of the amount payable by way of interest on such arrears of rent or damages] is to be or has been taken dies before the proceeding is taken or during the pendency thereof, the proceeding may be taken, as the case may be, continued against the heirs or legal representatives of that person.

2. Where any person from whom any cost of removal of any building or other structure or fixture, or, as the case may be, any goods, cattle or other animal is to be recovered under sub-section (2) [or sub-section (3)] of section 5A, or any expenses of demolition are to be recovered under sub-section (5) of section 5B, dies before any proceeding is taken for the recovery of such cost or during the pendency thereof, the proceeding may be taken or, as case may be continued against the heirs or legal representatives of that person.

3. Any amount due to the Central Government or the [statutory authority) from any person whether by way of arrears or damages or costs of removal referred to in

section 5A or expenses of demolition referred to in section 5B or interest referred to in sub-section (2A) of section 7 or any other cost shall, after the death of the person, be payable by his heirs or legal representatives but their liability shall be limited to the extent of the assets of the deceased in their hands.

14. Recovery of rent, etc., as an arrear of land revenue: If any person refuses or fails to pay [the expenses of demolition payable under sub-section (5) of section 5B or] the arrears of rent payable under sub-section (1) of section 7 or the damages payable under sub-section (2) [or the interest determined under sub-section (2A) of that section or the costs awarded to the Central Government or the corporate authority under subsection (5) of section 9 or any [portion of such rent, damages, expenses, interest) or costs; within the time, if any, specified therefore in the order relating thereto, the estate officer may issue a certificate for the amount due to the Collector who shall proceed to recover the same as area of land revenue.

15. Bar of jurisdiction: No court shall have jurisdiction to entertain any suit or proceeding in respect of:

1. the eviction of any person who is in unauthorised occupation of any public premises, or
2. the removal of any building, structure or fixture or goods, cattle or other animal from any public premises under section 5A, or
3. the demolition of any building or other structure made, or ordered to be made, under section 5B, or (cc) the sealing of any erection or work or of any public premises under section 5C, or
4. the arrears of rent payable under sub-section (1) of section 7 of damages payable under sub-section (2), or interest payable under sub-section (2A), of that section, or
5. the recovery of:
 - (i) costs of removal of any building, structure or fixture or goods, cattle or other animal under section 5A, or
 - (ii) expenses of demolition under section 5B, or
 - (iii) costs awarded to the Central Government or statutory authority under sub-section (5) of section 9, or
 - (iv) any portion of such rent, damages, costs of removal, expenses of demolition or costs awarded to the Central Government or the statutory authority.

16. Protection of action taken in good faith: No. suit, prosecution or other legal proceeding shall lie against the Central Government or the S[statutory authority or the appellate officer or the estate officer in respect of anything which is in good faith done or intended to be done insurance of this Act or of any rules or orders made there under.

17. Delegation of powers: The Central Government may, by notification in the Official Gazette, direct that any power exercisable by it under this Act shall, subject to such conditions, if any, as may be specified in the notification, be exercisable also by a State Government or an officer of the State Government.

18. Power to make rules:

1. The Central Government may, by notification in the Official Gazette make rules for carrying out the purposes of this Act.
2. In particular, and without prejudice to the generality of the foregoing power, such rules may provide for all or any of the following matters, namely:

- a) the form of any notice required or authorised to be given under this Act and the manner in which it may be served.
 - b) the holding of inquiries under this Act;
 - c) the distribution and allocation of work to estate officers and the transfer of any proceeding pending before an estate officer to another estate officer;
 - d) the procedure to be followed in taking possession of public premises;
 - e) the manner in which damages for unauthorised occupation may be assessed and the principles which may be taken into account in assessing such damages;
 - f) the rate at which interest shall be payable on arrears of rent specified in any order made under sub-section (1) of section 7, or damages assessed under sub-section (2) of that section;
 - g) the manner in which the sealing of an erection or work or of any public premises shall be made under sub-section (1) of section 5C;] the manner in which appeals may be preferred and the procedure to be followed in appeals;
 - h) any other matter which has to be or may be prescribed.
3. Every rule made under this section shall be laid, as soon as may be after it is made, before each House of Parliament while it is session for a total period of thirty days which may be comprised in one session or (in two or more successive sessions, and if, before the expiry of the session immediately following the session or the successive sessions aforesaid.) both Houses agree in making any modification in the rule or both Houses agree that the rule should not be made, the rule shall thereafter have effect only in such modified form or be of no effect, as the case may be; so however, that any such modification or annulment shall be without prejudice to the validity of anything previously done under that rule.

19. Repeal: The Public Premises (Eviction of Unauthorised Occupants) Act, 1958 is hereby repealed.

20. Validation: Notwithstanding any judgment, decree or order of any court, anything done or any action taken (including rules or orders made, notices issued, evictions ordered or effected, damages assessed, rents or damages or costs recovered and proceedings initiated) or purported to have done or taken under the Public Premises (Eviction of Unauthorised Occupants)-Act, 1958 (hereafter in this section referred to as the 1958-Act) shall be deemed to be as valid and effective as if such thing or action was done or taken under the corresponding provisions of this Act which, under subsection (3) of section 1 shall be deemed to have come into force on the 16th day of September, 1958, and accordingly:

1. no suit or other legal proceeding shall be maintained or continued in any court for the refund of any rent or damages or costs recovered under the 1958-Act where such refund has been claimed merely on the ground that the said Act has been declared to be unconstitutional and void; and
2. no court shall enforce a decree or order directing the refund of any rent or damages or costs recovered under the 1958-Act merely on the ground that the said Act has been declared to be unconstitutional and void.

The Public Premises (Eviction of unauthorised occupants) Rules, 1971

1. Short title.-These rules may be called the Public Premises (Eviction of Unauthorised Occupants) Rules, 1971.

2. Definitions.-In these rules under the context otherwise requires,-

- (a) “Act” means the Public Premises (Eviction of Unauthorised Occupants) Act, 1971 (40 of 1971);
- (b) “Form” means a form appended to these rules;
- (c) All other words and expressions used hereinafter but not defined herein shall have the same meaning as respectively assigned to them in the Act.

3. Form of notices and orders –A notice or order under the Act shall be in one of the appropriate forms appended to these rules.

4. Manner of service of notices and orders.-

- (1) In addition to any mode of service specified in the Act, ¹[a notice issued under sub-section (1) of Sec. 4 or sub-section(2) of Sec. 5A or sub-section (1) of Sec. 5B or sub-section (1) or sub-section (1A) of Sec. 6 ²[or an order issued under Sec. 3A or sub-section (1) or sub-section (3) of Sec. 5A] of sub-section (1) or sub-section (2) or sub-section (5) of Sec. 5B or sub-section (1) or sub-section (2) of Sec. 5C or sub-section (1) or sub-section (2) of Sec. 7 of the said Act shall be served by delivering tendering a copy of the notice or order, as the case may be] to the person for whom it is intended or to any adult member of his family, or by sending it by registered post acknowledgment due in a letter addressed to that person at his usual or last-known place of residence or business.
- (2) Where the copy of ³[as the case may be] under sub-rule (1) is delivered or tendered, the signature of the person to whom the copy is so delivered or tendered should be obtained in token of acknowledgment of the service.
- (3) In respect of ⁴[a notice issued under sub-section (1) of Sec.4or sub-section (2)of Sec. 5A or sub-section (1) or sub-section (1A) or Sec.6 ⁵[or an order issued under Sec.3Aof sub-section (1) or sub-section (3) of Sec. 5A] or sub-section (1) or sub-section (2) or sub-section (5) or Sec. 5B or sub-section (1) or sub-section (2) of Sec. 5C or sub-section (1) or sub-section (2) of Sec. 7 of the said Act.] where the person or the adult member of the family of such person refuses to sign the acknowledgment, or where such person cannot be found after using all due and reasonable diligence, and there is no adult member of the family of such person, a copy of ⁶[the notice or the order, as the case may be] shall be affixed on the outer door or some other conspicuous part of the ordinary residence or usual place of business of such person and the original shall be returned to the estate officer who issued ⁷[the notice or the order, as the case may be], with a report endorsed thereon or annexed thereto stating that a copy has been so affixed, the circumstances under which it was done so and the name ⁸[and] address of the person, if any, by whom the ordinary residence or usual place of business was identified and in whose presence the copy was affixed.

⁹[(4) If a notice under sub-section (1) of Sec. 4 or sub-section (2) of Sec. 5A or sub-section (1) or sub-section (JA) of Sec. 6 or an order issued under sub-section (1) of Sec. 5 or sub-section (1) or sub-section (2) or sub-section (5) or Sec. 5B or sub-section (1) or sub-section (2) of Sec. 5E or sub-section (1) or sub-section (2) of Sec. 7 of the said Act cannot be served in the manner provided in sub-rule (1), the estate officer may, if he thinks fit, direct that such notice or order, as the case may be, shall also be published in at least one newspaper having circulation in the locality and he may also proclaim the contents of any notice or order in the locality by beat of drum];

1. Subs. by G.S.R. 1114 (E), dated 23rd September, 1986 (w.e.f. 29th September, 1986).
2. Subs. by G.S.R. 3(E), dated 3rd December, 1997 (w.e.f. 2nd January, 1998).
3. Subs. by G.S.R. 11 14 (E), dated 23rd September, 1986 (w.e.f. 29th September, 1986).
4. Ibid.
5. Subs. by G.S.R. 3(E), dated 3rd December, 1997 (w.e.f. 2nd January, 1998).
6. Subs. by G.S.R. 1114 (E), dated 23rd September, 1986 (w.e.f. 29th September, 1986).
7. Subs. by G.S.R. 1114 (E), dated 23rd September, 1986 (w.e.f. 29th September, 1986).
8. Ins. by G.S.R. 741, dated 4th July, 1981.
9. Sub-rule (4), subs. by G.S.R. 1114 (E), dated 23rd September, 1986 (w.e.f. 29th September, 1986).

5. Holding of inquiries:

- (1) Where any person on whom a notice or order under this Act has been served desires to be heard through his representative he should authorised such representative in writing.
- (2) The estate officer shall record the summary of the evidence tendered before him/her. The summary of such evidence and any relevant documents filed before him/her shall form part of the records of the proceedings.

6. Transfer of pending proceedings.-

- (1) On the application of any person to whom a notice under the act has been served and after hearing him/her, if he desires to be heard, or of its or his own motion, the Central Government or any Gazetted officer especially authorised by the Central Government in this behalf by notification in the Official Gazette may at an stage transfer any proceeding pending before an estate officer for disposal of the same.
- (2) Where any proceeding has been transferred under sub-rule (1), the estate officer who thereafter is in charge of such proceeding may, subject to any special directions in the order of transfer, either re-start it or proceed from the point at which it was transferred.

7. Manner of taking possession of public premises.-

¹[(1) If any obstruction is offered, or is in the opinion of the estate officer likely to be offered

- (a) To the taking possession of any public premises;
- (b) To the sealing of erection or work or of the public premises;

under the said Act, the estate officer or any other officer duly authorised by him/her in this behalf may obtain necessary police assistance :

Provided that no sealing or taking possession of the unauthorised construction shall be made before the sunrise or after sunset.]

(2) Where any public premises of which possession is to be taken under by the Act is found locked, the estate officer or any other officer duly authorised by him/her in this behalf may either seal the premises or in the presence of two witnesses break open the locks or open or cause to be opened any door, gate or other barrier and enter the premises

Provided that,-

- (1) No entry shall be made into, or possession taken of, a public premises before sunrise or after sunset;
- (2) Where any public premises is forced open, an inventory of the articles found in the premises shall be taken in the presence of two witnesses.

²[(3) The sealing under sub-section (1) of Sec. 5C of the Act shall be made in the following manners, namely:-

- (i) Affixing, the office seal on outer door or any erection or work of any public premises after all other outlets and inlets to there erection or work or public premises have been properly bolted, locked or encircled with rope, wire or wire-mesh;
- (ii) Where doors and windows have not been fixed to any erection or work or public premises or where the erection of work on public premises is of such a nature that it cannot be encircled with rope, wire or wire-mesh in that case such erection of work or public premises shall be covered by wooden plants, iron or cement sheets and office seal affixed in a manner that no person can enter into or upon the erection or work or public premises without tampering the office seal :
- (iii) Were any erection or work or any public premises is found locked, the lock may be broken or and door, cate or any other barrier caused to be opened in the presence of two witnesses and an inventory of the articles found in the premises shall be prepared in the presence of the two witnesses before affixing the seal in the manner aforesaid.]

1. Subs. by *ibid.*

2. Added by G.S.R. 11 14(E), dated 23rd September, 1986 (w.e.f. 29th September, 1986).

8. Assessment of damages.-In assessing damages of unauthorised use and occupation of any public premises the estate officer shall take into consideration the following matters, namely :

- (a) The purpose and the period for which the public premises were in unauthorised occupation-
- (b) The nature, size and standard of the accommodation available in such premises;
- (c) The rent that would have been realised if the premises had been let on rent for the period of unauthorised occupation to a private person;
- (d) Any damage done to the premises during the period of unauthorised occupation;
- (e) Any other matter relevant for the purpose of assessing the damages.

9. Procedure in appeals.-

- (1) An appeal preferred under Sec. 9 of the Act shall be in writing, shall set forth concisely the grounds of objection to the order appealed against, and shall be accompanied by a copy of such order.
- (2) On receipt of the appeal and after calling for and pursuing the record of the proceedings before the estate officer the appellate officer shall appoint a time and place for the hearing of the appeal and shall give notice thereof to the estate officer against whose orders the appeal is preferred to the appellant and to the head of the department or authority in administrative control of the premises.

10. Repeal.-The Public Premises (Eviction of Unauthorised Occupants) Rules, 1958 is hereby repealed.

¹[FORM “A”

Form of notice under sub-section (1) and Cl. (b) (ii) of sub-section (2) of Sec. 4 of the Public Premises (Eviction of Unauthorised Occupants) Act, 1971

To
Shri/Shrimati/Kumari.....
.....

Whereas I, the undersigned, am of opinion, on the ground specified below that you are unauthorised occupation of the Public Premises mentioned in the Schedule below and that you should be evicted from the said premises

Grounds

Now, therefore, in pursuance of sub-section (1) of Sec. 4 of the Act, I hereby call upon you to show cause on or before the*.....why such an order of eviction should not be made.

And in pursuance of Cf. (b) (ii) of sub-section (2) of Sec. 4, I also call upon you to appear before me in person or through a duly authorised representative capable to answer all material questions connected with the matter along with the evidence which you intend to produce in support of the cause shown , onat for personal hearing . In case, you fail to appear on the date and time, the case will be decided ex parte.

Schedule

Date
Officer

Signature and seal of the Estate

(* This date should be a date not earlier than seven days from the date of issue of the notice)]

1. Subs. by G.S.R. 741, dated 4th July, 1981

¹[FORM “AA”

Form of notice under sub-section (2) of Sec. 5-A of the Public Premises (Eviction of Unauthorised Occupants) Act, 1971

To
Shri/Shrimati/Kumari.....
.....

Whereas I, the undersigned, am of the opinion on the grounds specified below, that the building/structure/fixture erected, goods, displayed/spread, cattle/animal brought on the public premises mentioned in the Schedule below is/are in contravention of the provisions of sub-section (1) of Sec.5-A and that the said building/structure/fixture erected, goods displayed,/spread, cattle/animal brought on the said public premises should be removed from the said premises

Grounds

Now, therefore, in pursuance of sub-section (2) of Sec. 5-A of the Act, I hereby call upon you to remove the said building/structure/fixture erected, goods displayed spread, cattle/animal brought on the public premises mentioned in the Schedule below on or before the *..... or to show cause why this should not be removed on or before the above mentioned date. In the event of your refusal or failure to comply with this notice within the periods specified above, the said goods/animal/cattle, work etc., shall be removed by the Estate officer or the Officer authorised by him/her and the cost of such removal shall be recovered from you as arrears of land revenue.

Schedule

Date.....
Officer

Signature and seal of the Estate

(* This date should be a date not earlier than seven days from the date of issue).]

1. Added by G.S.R. 741, dated 4th July, 1981.

¹[FORM AA-I

Order under sub-section (2) of Sec. 5-A of the Public Premises (Eviction of Unauthorised Occupants) Act, 1971

To
Shri/Shrimati/Kumari.....
.....

Whereas 1, the undersigned is of the opinion on the ground specified below that you have erected/placed/raised the building/immovable structure fixture on the public premises mentioned in the Schedule below in contravention of the provisions of sub-section (1)of the said Act;

2. And whereas, by a written notice datedyou were called upto to remove or to show cause by.....why you should not remove such building/ immovable structure/fixture from the said public premises :

And whereas you have omitted/refused to show cause/remove such building/ immovable structure/fixture from the said public premises.

Grounds

.....

Now, therefore, in exercise of the powers conferred by sub-section (2) of Sec. 5A of the said Act, I hereby order that the said building/immovable structure/fixture be removed from the said public premises. I also hereby order Shri/Sint./Km to pay a sum of Rs.....(Rupees.....)assessed by me as cost of removal of the said building/immovable structure/fixture from the said public premises as an affair of land revenue.

Schedule

Date
Officer

Signature and seal of the Estate

1. Ins. by G.S.R. 1114(E), dated 23rd Septmeber, 1986 (w.e.f. 29th September, 1986).

FORM AA-II

Order under sub-section (3) of Sec.5A of the Public Premises (Eviction of Unauthorised Occupants) Act, 1971

To
Shri/Shrimati/Kumari.....

Whereas 1, the undersigned on the -rounds specified below is of the opinion that the moveable structure/fixture erected/placed/raised, goods displayed/spread, cattle/animal, brought/kept on the public premises mentioned in the Schedule below by Shri/Smt./Km. is/are in contravention of the provisions sub-section (1) of Sec. 5A of the said Act and that the said moveable structure/fixture erected/placed/raised, goods displayed/ spread, cattle/animal brought on the said public premises be removed from the said premises;

Grounds

.....
.....

Now, therefore, in exercise of the powers conferred by sub-section (3) of Sec. 5A of the said Act, I hereby order that the said movable structure/fixture erected/placed, raised, goods displayed/spread, cattle/animal brought/kept on the said public premises be removed from the said public premises. I also hereby order Shri/Smt./Km..... to pay a sum of Rs.....(Rupees).....assessed by me as cost of removal of movable structure/fixture erected placed/raised, goods displayed/spread/animal brought/kept on the said public premises as an arrear of land revenue.

Schedule

Date.....
Officer

Signature and seal of the Estate

FORM AB

Form of notice under proviso to sub-section (1) of Sec. 5B of the Public Premises (Eviction of Unauthorised Occupants) Act, 1971

To
Shri/Shrimati/Kumar
.....

Whereas I, the undersigned is of the opinion on the grounds specified below, that you have erected/completed/commenced the work on the public premises specified below in the Schedule in contravention of, or not authorised by the competent authority and that the said work be demolished in the said premises.

Grounds

.....
.....

Now, therefore, in pursuance of proviso to sub-section (1) of Sec. 5B of the said Act, I hereby call upon you to show cause on or before the*.....why an order for demolition of such erection or work may not be made.

Schedule

Date.....
Officer

Signature and seal of the Estate

(*This date should be a date not earlier than seven days from the date of publication of the notice).]

1. Subs.G.S.R.741 , dated 4th July, 1981.

¹[FORM "B"]

Order under sub-section (1) of Sec. 5 of the Public Premises (Eviction of Unauthorised Occupants) Act, 1971

Whereas I, the undersigned, am satisfied for the reasons recorded below that Shri/Smt./Km.....is/are in unauthorised occupation of the Public Premises specified in the Schedule below :

Reasons

Now, therefore, in exercise of the powers conferred on me under sub-section (1) of Sec. 5 of the Public Premises (Eviction of Unauthorised Occupants) Act, 1971, I hereby order the said Shri/Smt./Km.....and all persons who may be in occupation of the said Premises or any part thereof to vacate the said premises within 15 days of the date of publication of this order. In the event of refusal or failure to comply with this order within the period specified above the said Shri/Smt./Km.....and all other persons concerned are liable to be evicted from the said premises, if need be, by the use of such force as may be necessary.

Schedule

Date.....

Signature and seal of the Estate Officer

1. Subs.G.S.R.741 , dated 4th July, 1981

¹[FORM BB

Notice/Order under sub-section (1) of Sec. 5B of the Public Premises (Eviction of Unauthorised Occupants) Act, 1971

To
Shri/Shrimati/Kumari.....

Whereas I, the undersigned, is satisfied for the reason recorded below that the work Erected /completed commenced by Shri/Smt./Km.....on the public premises specified in the Schedule is in contravention of the provisions of the said Act, or not authorised by the competent authority;

And whereas, by a written notice dated.....you were called upon to remove or to show cause by.....why you should not remove such building/immovable structure/fixture from the said public premises;

And whereas you have omitted/refused to show cause to remove such building/ immovable structure/fixture from the said public premises;

And whereas I have considered the cause shown by you for not removing the said building/immovable structure/fixture from the said public premises.

Reasons

Now, therefore. in exercise of the powers conferred by sub-section (1) of 'Sec. 5B of the said Act, I hereby order Shri/Smt./Km.....that the said work shall be demolished. In the event of' your refusal or failure to comply with this order, the said work shall be demolished by the Estate Officer or the officer authorised by him/her and the expenses of such demolition shall be recovered from you.

Schedule

Date.....

Signature and seal of the Estate Officer

1. Ins by G.S.R. 1114 (E), dated 23er September, 1986 (w.e.f. 29th September, 1986).

FORM BB-I

Order under sub-section (2) of Sec. 5B of the Public Premises (Eviction of Unauthorised Occupants) Act, 1971

To
Shri/Shrimati/Kumari.....

Whereas I, the undersigned, is of the opinion that the work erected/completed by Shri/Smt./Km.....on the public premises specified in the Schedule is in contravention of Act or not authorised by the competent authority.

Reasons

Now, therefore, in exercise of the powers conferred by sub-section (2) of Sec. 5B of the said Act, I hereby order Shri/Smt./Km.....to stop the erection of work until the expiry of the period within which an appeal against the order of demolition, if made may be preferred under Sec. 9.

Schedule

Date.....
Officer

Signature and seal of the Estate

FORM BB-II

Order under sub-section (5) of Sec. 5B of the Public Premises (Eviction of Unauthorised Occupants) Act, 1971

Whereas in pursuance of the order under sub-section (1) of Sec. 5B of the Public Premises (Eviction of unauthorised Occupants) Act, 1971 ,the work erected/completed/commenced by Shri/Smt./Km.....on the public premises specified in the Schedule was demolished and the expenditure of such demolition are recoverable from the said Shri/Smt./Km.....

Now, therefore in exercise of the powers conferred by subsection (5) of Sec. 5B of the said Act, I hereby order Shri/Snit./Km.....to pay a sum of Rs.....(Rupees.....) as expenses of such demolition within.....(date to be specified in order) in.....No. of installments.

Schedule

Date.....
Officer

Signature and seal of the Estate

FORM BC

Order under sub-section (1) of Sec. 5C of the Public Premises (Eviction of Unauthorised Occupants) Act, 1971

Whereas, I the undersigned, is satisfied that the work erected/completed/commenced by Shri/Smt./Km.....on the public premises specified in the Schedule below is in contravention of the provisions of the said Act, or not authorised by the competent authority.

Now, therefore in exercise of the powers conferred by sub-section (1) of Sec. 5C of the said Act, I hereby order that the said work shall be sealed forthwith.

Schedule

Date.....
Estate Officer

Signature and seal of the

FORM BD

Order under sub-section (2) of Sec. 5C of the Public Premises (Eviction of Unauthorised Occupants) Act, 1971

Whereas the work/erected/completed/commenced by Shri/Smt./Km.....in contravention of the provisions of the said Act, or not authorised by the competent authority on the public premises specified in the Schedule below was sealed on.....in pursuance of order under sub-section (1) of Sec. 5C of the said Act.

And whereas it is necessary for such seal to be removed for the purpose of demolition of such work erected/completed/commenced by Shri/Smt./Km..... in contravention of or not authorised by the competent authority for the purpose of demolition of such work erected/completed/commenced by Shri/Smt./Km.....

Now, therefore in exercise of the powers conferred by sub-section (2) of Sec. 5C of the said Act, I hereby order that the said seal from the said public premises be removed forthwith for demolition of such work erected/completed/commenced on the said public premises.

Schedule

Date.....

Signature and seal of the Estate Officer

FORM "C"

Form of notice under sub-section (1) of Sec. 6 of the Public Premises (Eviction of Unauthorised Occupants) Act, 1971

To
Shri/Shrimati/Kumari.....

Whereas on the you were evicted from the public premises described in the Schedule below which was unauthorisedly occupied by you :

Now, therefore, in exercise of the powers conferred on me by sub-section (1) of Sec. 6 of the Act, I hereby give you notice that after fourteen days of the service of this notice on you, any property remaining on the said premises will be liable to be removed or disposed of by public auction. In case you desire to take possession of your property and to remove the same from the said premises, you will be permitted to do so on written authority from the undersigned provided any arrears of rent/damages/costs due from you are paid within the said period of fourteen days.

Schedule

Date.....
Officer

Signature and seal of the Estate Officer

¹[FORM "CC"]

Form of notice under sub-section (1 -A) of Sec. 6 of the Public Premises (Eviction of Unauthorised Occupants) Act, 1971

To
Shri/Shrimati/Kumari.....

Whereas in compliance of the order made under sub-section (2) of Sec. 5-A, the Estate Officer has removed the goods described in the Schedule below from the Public Premises No.....

Now, therefore, in exercise of the powers conferred on me by sub-section (1-A) of Sec. 6 of the Act, I hereby give you notice that after fourteen days of the service of this notice on you such goods as described in the Schedule below shall be disposed of by public auction. In case you desire to take possession of your such goods, you will be permitted to do so on written authority from the undersigned provided any arrears of rent/damages/costs due from you are paid within the said period of fourteen days.

Schedule

Date.....
Officer

Signature and seal of the Estate

1. Ins. by G.S.R. 11 14(E), dated 23rd Septemeber, 1986 (w.e.f 29th September, 1986).

¹[FORM "D"]

Form of Notice Under sub-section (3) of Sec. 7 of the Public Premises (Eviction of Unauthorised Occupants) Act, 1971

To
Shri/Shrimati/Kumari.....

Whereas I, the undersigned, am satisfied that you are/were in occupation of the Public Premises described in the Schedule below :

1. And whereas in exercise of the powers conferred on me by sub-section (1) of Sec. 7 of the Public Premises (Eviction of Unauthorised Occupants) Act. 197 1, I consider that a sum of Rs.....(rupees.....) being arrears of rent from the.....day of.....198 , up to the.....day of.....198 (both days inclusive) in respect of the said premises is due and payable by you to the Government Statutory Authority;

And whereas in exercise of the powers conferred on me by sub-section (2-A) of Sec. 7 of the Public Premises (Eviction of Unauthorised Occupants) Act, 1971, I consider that you are also liable to pay simple interest to the Government/statutory Authority on the said arrears at the rate determined by the undersigned till its final payment;

Now, therefore in pursuance of sub-section (3) of Sec. 7 of the Public Premises (Eviction of Unauthorised Occupants) Act, 1971, I hereby call upon you to show cause on or before the why tin order requiring you to pay the said arrears of rent together with simple interest should not he made.

Schedule

Date.....
Officer

Signature and seal of the Estate

2. Subs. by G.S.R. 741, dated 4th July, 1981.

¹[FORM “E”

Form of order under sub-sections (1) and (2-A) of Sec. 7 of the Public Premises (Eviction of Unauthorised Occupants) Act, 1971

To
Shri/Shrimati/Kumari.....

Whereas you are/were in occupation of the public premises described in the Schedule below :-

And whereas, by a written notice dated..... you were called upon to show cause on or before.....why an order requiring you to pay a sum of Rs..... (Rupees.....) being the rent payable together with the simple interest in respect of the said premises should not be made

And whereas I have considered your objections and/or the evidence produced by you;

And whereas you have not made any objections or produced any evidence before the said date ;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Sec. 7 of the Public Premises (Eviction of Unauthorised Occupants) Act, 197 1, I hereby require you to pay the sum of Rs.

In exercise of the powers conferred by sub-section (2-A) of Sec. 7 of the said Act, I also hereby require you to pay simple interest @ Rs.....per annum on the above sum w.e.f.....till its final payment.

In case the said sui-n is not paid within the said period or in the said manner, it will he recovered as arrears of land revenue through the Collector.

Schedule

Date.....
Officer

Signature and seal of the Estate

1. Subs. by G.S.R. 741, dated 4th July, 1981

¹[FORM "F"
Forms of notice under sub-section (3) of Sec. 7 of the Public

To
Shri/Shri inati/Kumari.....

Whereas I, the undersigned, am satisfied that you are/were in unauthorised occupation of the public premises mentioned in the Sch.-I below

And, whereas, in exercise of the powers conferred on me by sub-section (2) of Sec. 7 of the Public Premises (Eviction of Unauthorised Occupants) Act, 1971, I consider the damages amounting to Rs.....(Rupees.....(are due for the period (s) and at the rate(s) shown in SCHEDULE-II below on account of unauthorised use and occupation of the said Premises ;

And, whereas, in exercise of the powers conferred on me by sub-section (2-A) of Sec. 7 of the Public Premises (Eviction of Unauthorised Occupants) Act, 1971, I consider that you are also liable to pay simple interest to the Government/Statutory Authority on the said arrears at the rate determined by the undersigned till its final payment.

Now, therefore, under the provisions of subsection (3) of Sec. 7 of the Act, I hereby call upon you to show cause on or before why an order requiring you to pay the said damages together with interest should not be made.

Schedule I
Schedule II

Period	Rates at which assessed	Amount assessed	Amount paid	Balance in arrears
--------	-------------------------	-----------------	-------------	--------------------

Date.....
Officer

Signature and seal of the Estate

1. Subs. by G.S.R. 741, dated 4th July, 1981.

¹[FORM "G"
Form of order under sub-section (2) and (2-A) of Sec. 7 of the

To
Shri/Shrimati/Kumari.....

Whereas I, the undersigned, am satisfied that you are/were in unauthorised occupation of the public premises mentioned in the Schedule below:-

And whereas by a written notice dated..... You are called upon to show-cause on or before..... why an order requiring you to pay damages of Rs..... together with simple interest for unauthorised use and occupation of the said premises, should not be made;

And whereas I have considered your objections and/or the evidence produced by you And whereas you have not made any objections or produced any evidence before the said date ;

Now, therefore, in exercise of the powers conferred on me by sub-section (2) of Sec. 7 of the Public Premises (Eviction of Unauthorised Occupants) Act, 1971, I hereby order you to pay the sum of Rs.....(Rupees.....) assessed by me as damage on account of your unauthorised occupation of the premises.

In exercise of the powers conferred by sub-section (2-A) of Sec. 7 of the said Act, I also hereby require you to pay simple interest of the rate of Rs..... per annum on the above sum w.e.f..... till its final payment.

In the event of your refusal or failure to pay the damages or any installment thereof the said period or in the manner aforesaid, the amount will be recovered as an arrear of land revenue.

Schedule

Date.....
Officer

Signature and seal of the Estate

1. Subs. by O.S.R. 741, dated 4th July, 1981.

FORM "H"

**Form of order under Sec. 12 of the Public Premises
(Eviction of Unauthorised Occupants) Act, 1971**

To
Shri/Shrimati/Kumari.....

Whereas, there are reasons to believe that certain persons are in unauthorised occupation of the public premises described in the Schedule hereto annexed.

Now, therefore, in exercise of the powers conferred by Sec. 12 of the Public Premises (Eviction of Unauthorised Occupants) Act, 1971 read with the notification of the Estate Officer..... I hereby require you to furnish the information in the form specified in Sch. 11 hereto annexed on or before.....

Schedule I
Schedule II

Date.....

Signature and seal of the Estate Officer
or the signature of the Officer authorised
by the Estate Officer

Note.-Failure to comply with this order is an offence under the Indian Penal Code.

Certificate under Sec. 14 of the Public Premises (Eviction of Unauthorised Occupants) Act, 1971, from the estate officer to the collector

This is to certify that an amount of Rs..... (Rupees.....) is due to Central Government/Statutory authority from Shri/Smt./Km..... in respect of.....for the period fromto..... on account of Rent/damages/expenses/costs/interest.

In pursuance of Sec. 14 of the Public Premises (Eviction of Unauthorised Occupation) Act, 1971, I,.....Estate Officer, request you to proceed to recover the same as arrear of land revenue.]

1. Subs. by G.S.R. 741, dated 4th July, 1981.

FORM "J"

Notice under sub-section (2) Sec. 13 of the Public Premises (Eviction of Unauthorised Occupants) Act, 1971

To
Shri/Shrimati/Kumari.....

Whereas Shri.....(now deceased) was in occupation/unauthorised occupation of the public premises described in the Schedule below;

And whereas the amount Rs..... being arrears of rent/damages from the.....day of197,..... up to the..... day of197, in respect of the said premises has become due and payable by the said Shrito the Government ;

And whereas you are the heir/legal representative of the deceased, Shri.....;

Now, therefore, in pursuance of sub-section (2) of Sec. 13 of the Act, I hereby call upon you to show cause on or before the.....why an order requiring you to pay the said arrears of rent/damages should not be made against you.

Schedule

Date.....
Officer

Signature and seal of the Estate

¹[FORM "K"

Form of order under (2) Sec. '3-A' of the Public Premises (Eviction of Unauthorised Occupants) Act, 1971

All persons concerned and in particular
Shri/Shrimati/Kumari
Qtr. No.
Motor Garage No.

Whereas, I, the undersigned am satisfied for the reasons recorded below that Shri/Smt.....is in unauthorised occupation of the Public Premises specified in the Schedule below.

Reasons

Shri/Smt..... was allowed temporary occupation of Public Premises specified in the Schedule below for the period fromto.....

He/She has been continuing to occupy the same even after the expiry of the said period of allotment without any authority.

How, therefore, in exercise of the powers conferred on me under Sec. 3-A of the Public Premises (Eviction of Unauthorised Occupants) Act, 197 1, I hereby order that said Shri/ Smt..... and all other persons who may be in occupation of the said premises or any part thereof to vacate the premises forthwith. In the event of refusal or failure to comply with this order, the said Shri/Smt..... and all other concerned are liable to be evicted from the said premises, if need be, use of such force as may be necessary.

Schedule

Qtr No.
Servant Qtr. No
Signature and Seal
of the Estate Officer

1. Ins. by G.S.R. 3(E), dated 19th December, 1997 (w.e.f. 2nd January, 1997).

2. Proforma of Forms

S.No.	Items	Page No.
1.	Request for allotment of quarters.	92
2.	Allotment Order cum Acceptance Certificate	93
3.	Occupation / vacation report and inventory handing over/ taking over form.	96
4.	Permission for allowing servant quarters for personal servants	99
5.	Application for temporary allotment of house/premises/lawns/ community halls/others	101
6.	ID proof for residents of servant quarters	103
7.	ID proof for non-resident servants	103
8.	ID proof for vendors	103
9.	Charge Memo on violation of Estate Code and breach of conduct	104
10.	Notice for vacation of public premises	105
11.	Requisition form for booking accommodation in Visitors' Hostel	107
12.	Form C for foreign guest staying at Visitors' Hostel	110



भारतीय विज्ञान शिक्षा एवं अनुसंधान संस्थान भोपाल
संपदा कार्यालय Estate Office

1. Request for Allotment of Quarters

Date:.....

With reference to the Estate Office announcement no..... dated....., as per the house allotment rules and my eligibility, I wish to submit the following details for allotment of the advertised vacant house. I am aware of the present allotment rules and I shall abide by the terms and conditions in force.

1.	Name								
2.	E-mail								
3.	Phone nos.	(i)	Residence:						
		(ii)	Office:						
		(iii)	Mobile:						
4.	P.F. No.								
5.	Department								
6.	Designation								
7.	Present house no. and type								
8.	Pay Band								
9.	Grade Pay								
10.	Date of joining in the current grade pay								
11.	Order of preference of the houses vacant for allotment	(1)		(2)		(3)		(4)	
		(5)		(6)		(7)		(8)	
		(9)		(10)		(11)		(12)	

आवेदक का हस्ताक्षर

For the use of Estate Office / HAC

Assistant	Superintendent	Estate Officer	Chairperson, HAC



भारतीय विज्ञान शिक्षा एवं अनुसंधान संस्थान भोपाल
संपदा कार्यालय Estate Office

No: IISERB/EO/2013/....

Date:

2. Allotment Order cum Acceptance Certificate

By virtue of the authorities vested in the undersigned, in the capacity of Estate Officer of the Institute, in accordance with the relevant allotment and cancellation of premises rules of the Indian Institute of Science Education and Research Bhopal, the following allotment of premises is hereby made, as per the details mentioned hereunder:

(A) Allotment Particulars:

SN	Item Description	Particulars
1.	Name of the Allottee	
	Address with contact no. and e-mail ID	
2.	Designation	
3.	P.F. No.	
4.	Department	
5.	Category of the allottee	(1) Employee (2) Commercial User (3) Non-commercial User (4) Others (specify):
6.	Type of premises	(1) House (2) Premises ID No: (3) Shop ID No: (4) Canteen (5) Hostel Mess no: (6) Office No: (7) Community centre (8) Others (please specify):
7.	Date of application	
8.	Maximum period of retention	
9.	Effective date of allotment	
10.	Last date for vacation on completion of retention period	
11.	Plinth area	
12.	Licence fee-cum-rent payable	
13.	Other charges:	1. Electricity: 2. Water charges: 3. Maintenance and service charges: 4. Others (specify)
14.	Reference of rules under which allotment is made	

15.	Other terms and conditions	
16.	Schedule for payment of all the charges	<ul style="list-style-type: none"> All the charges as applicable above should be paid in favour of Director, IISER Bhopal at State Bank of India, IISER Branch before 7th of every month in case of non-employees and others. The same will be deducted from the monthly salary in case of employees.

(B) Schedule of Acceptance / Possession / Vacation:

SN	Item Description	Particulars
1.	Last date for communication of acceptance	
2.	Last date for taking possession	
3.	Last date for vacation of the existing premises and taking possession of new premises	
4.	Last date for handing over of the vacated old premises	

संपदा अधिकारी

Certificate / Declaration by the allottee

Acceptance	I hereby confirm my acceptance for taking over possession of office/ premises / house no..... allotted to me and undertake to abide by the terms and conditions and the 'Allotment of Premises Rules of IISER Bhopal.'
Rejection	I hereby convey that I am not in a position to take allotment of the office / premises / house no..... following reasons. I abide by the rules relevant for rejection.
Signature	
Name	
Department	
P.F. No. / Roll No.	

आवेदक का हस्ताक्षर

Copy to:

1. Shri / Smt..... (Allottee)
2. Director's Office
3. Registrar's Office
4. SE, IWD
5. Administrative Officer / DOSA / DOFA / R&D
6. Finance & Accounts Section
7. Chairperson, HAC
8. Chairperson, SAEC
9. IWD Civil Maintenance Wing
10. IWD Electrical Maintenance Wing
11. Security Wing
12. Estate Office
13. Personnel File
14. Any other concerned



भारतीय विज्ञान शिक्षा एवं अनुसंधान संस्थान भोपाल
संपदा कार्यालय Estate Office

No: IISERB/EO/2013/....

Date:

**3. Occupation / Vacation Report and
Inventory handing over / taking over form**

(A) Allottee Particulars:

SN	Item Description	Particulars
1.	Name of the Allottee	
2.	Designation	
3.	P.F. No.	
4.	Department	
5.	Allotment Order No. and date	
6.	Quarters No.	
7.	Date of handing over / taking over	

(B) Building items in iron / brass / aluminium / steel:

SN	Item Description	Particulars
1.	Sliding boards	
2.	Door handles	
3.	Tower boards	
4.	Eye hook	
5.	Door springs (DA)	
6.	Door stoppers – cleats with hinges	
7.	Hasp and staples	
8.	Window stays	
9.	Window handles	
10.	Curtain rods with pelmets	
11.	Others	

(C) Water supply fittings and sanitary installations:

SN	Item Description	Particulars
1.	Taps	
2.	CI/ Brass stop / angle valve	
3.	CP Showers with CP concealed stop cocks	
4.	Mirrors	
5.	Wash basin with CP	

	pillar cocks	
6.	Towel railing	
7.	Sinks	
8.	WC including flushing cistern tanks	(a) Indian type (b) European type (with seat cover)
9.	Ceiling fans with regulators	
10.	Others	
11.	Others	

(D) Electrical Inventory

SN	Item Description	Particulars
1.	Wiring	
(a)	Batten wiring	
	(i) Wiring condition	
	(ii) Main switch board condition	
	(iii) Light & fan control board	
	• Veranda	
	• Bed Room (I)	
	• Bed Room (II)	
	• Bed Room (III)	
	• Bath Room (I)	
	• Bath Room (II)	
	• Bath Room (III)	
	(iv) Ceiling fans with regulators or without regulators	
	(v) Meter reading	
	(vi) Brackets	
	(vii) Plug points	
	• 5 amps	
	• 15 amps	
	(viii) Call bell	
	(ix) Bulk head fittings	
(b)	Concealed Conduit	
	(i) Damaged	
	(ii) Partially damaged	
	(iii) Need re-writing	
(c)	Drawing Room	
(d)	Kitchen	
(e)	Toilet (I)	
	Toilet (II)	
	Toilet (III)	

The quarter no. allotted as per the above particulars and the inventory has been inspected and found in order. The same has been taken over / handed over along with the inventory listed above on dated, time.....

Signature of the Allottee / Occupant Name:	Signature of the Engineer In-charge/ Caretaker Name and Seal:
---	--

For the use of Estate Office / HAC

Assistant	Superintendent	Estate Officer	Chairperson, HAC
------------------	-----------------------	-----------------------	-------------------------

Copy to:

1. Shri / Smt..... (Allottee)
2. Director's Office
3. Registrar's Office
4. SE, IWD
5. Administrative Officer / DOSA / DOFA / R&D
6. Finance & Accounts Section
7. Chairperson, HAC
8. Chairperson, SAEC
9. IWD Civil Maintenance Wing
10. IWD Electrical Maintenance Wing
11. Security Wing
12. Estate Office
13. Personnel File
14. Any other concerned



भारतीय विज्ञान शिक्षा एवं अनुसंधान संस्थान भोपाल
संपदा कार्यालय Estate Office

No: IISERB/EO/2013/....

Date:

4. Permission for allowing servant quarters for personal servants

(A) Allottee Particulars:

SN	Item Description	Particulars
1.	Name of the Allottee	
2.	Designation	
3.	P.F. No.	
4.	Department	
5.	Allotment Order No. and date	
6.	Quarters No.	

(B) Particulars of residents for servant quarters:

SN	Item Description	Name and signature / thumb impression	Photograph
1.	Husband		
2.	Wife		
3.	Children		
4.	Parents		
5.	Permanent address		
6.	Contact no.		
7.	Voter ID Card No. / Bank Account No. /		

	Driving licence No. / Aadhar Card No. / Ration Card No.	Enclose xerox copy attested by the allottee of the house / Institute employee
--	---	---

This is to certify that the above credentials have been verified by me and it is recommended to issue suitable ID card / movement pass for the above people to occupy the servant quarters attached to the residential quarters allotted to me.

Signature of the allottee / occupant

For the use of Estate Office / HAC

Assistant	Superintendent	Estate Officer	Chairperson, HAC
------------------	-----------------------	-----------------------	-------------------------



भारतीय विज्ञान शिक्षा एवं अनुसंधान संस्थान भोपाल
संपदा कार्यालय Estate Office

No: IISERB/EO/2013/....

Date:

**5. Application for temporary allotment of
house / premises/ lawns/ community hall/ others**

(A) Allottee Particulars:

SN	Item Description	Particulars
1.	Name of the Allottee	
2.	Designation	
3.	P.F. No.	
4.	Department	
5.	Present Residential Address	
6.	Requirement of 1. House No: 2. Lawn: 3. Community Hall: 4. Others:	
7.	Purpose	
8.	Enclose invitation/ announcement for the event, if any	
9.	If the intended use of the house involves ceremonies related to certain members of the family, mention	
10.	Name of Person	
11.	Relationship with the Applicant	
12.	Dates required	
13.	No. of Days	

DECLARATION

I have read the guidelines and procedure for temporary allotment of house for specific purpose such as marriage/official use/seminars/functions etc. and the terms and condition therein are acceptable to me. I shall own responsibility of any loss due to breakage, damages etc. The Institute to recover appropriate charges for the use of electricity and the damages by me from the security deposit/ monthly salary.

Public Address Systems, if used within the premises, must be kept at a low level so as not to disturb the residents in the neighbourhood. In any case, use of public address system is permitted only during the hours 6.00 pm to 10.00 pm. Under no circumstances the Public Address System shall be used beyond 10.00 pm.

I understand that in case of my failure to ensure this, the entire Security Deposit may be forfeited by the Institute and/or I may be permanently debarred for the allotment of the temporary house in future.

आवेदक का हस्ताक्षर

(For verification by the Admn. Sec./DOAA/R&D office)

It is verified from the records of this office that the particulars given are correct and person named is a dependent member of the family of the applicant.

Date:

Administrative Officer/ In-charge DOFA/R&D

Allotment order by the Estate Office / HAC

Description of the quarters / space proposed for temporary allotment		
SN	Item	Details
1.	Quarter / space proposed for allotment	
2.	Period	From: to
3.	a) Rent	
	b) Electricity charges	
	c) Water charges	
	d) Cleaning and sweeping charges	
	e) Others	
	Total:	
4.	Details of inventory, if any	

Checked and submitted	Verified	Recommended	Approved
Assistant	Superintendent	Estate Officer	Chairperson, HAC



भारतीय विज्ञान शिक्षा एवं अनुसंधान संस्थान भोपाल
संपदा कार्यालय Estate Office

No: IISERB/EO/2013/....

Date:

6. ID Proof for residents of servant quarters

SN	Item Description	Particulars	Photograph
1.	Name:		
2.	Date of Birth/Age:		
3.	Gender:		
4.	Servant Quarter No.:		
5.	Allotment order no. and date:		
6.	Relationship with allottee of servant quarters:		
7.	Signature / thumb impressions:		
8.	Validity period:	From To	

7. ID Proof for non-resident servants

SN	Item Description	Particulars	Photograph
1.	Name:		
2.	Date of Birth/Age:		
3.	Gender:		
4.	Name and designation of the employee giving reference:		
4.	Signature / thumb impressions:		
5.	Validity period:	From To	
6.	Visiting hours permitted		

8. ID Proof for vendors

SN	Item Description	Particulars	Photograph
1.	Name:		
2.	Date of Birth/Age:		
3.	Gender:		
4.	Name and designation of the employee giving reference:		
5.	Signature / thumb impressions:		
6.	Validity period:	From To	
7.	Visiting hours permitted:		



भारतीय विज्ञान शिक्षा एवं अनुसंधान संस्थान भोपाल
संपदा कार्यालय Estate Office

No: IISERB/EO/2013/....

Date:

9. Charge Memo on violation of Estate Code and Breach of Conduct

SN	Item Description	Particulars
1.	Name of the Allottee	
2.	Designation	
3.	P.F. No.	
4.	Department	
5.	Quarters no. / premises details	
6.	Date of surprise check	
7.	Details of the violation made	
8.	On the spot penalty collected, if any	
9.	Explanation offered by the occupant	

Estate Officer



भारतीय विज्ञान शिक्षा एवं अनुसंधान संस्थान भोपाल
संपदा कार्यालय Estate Office

No: IISERB/EO/2013/....

Date:

10. Notice for vacation of public premises

By virtue of the authorities vested in the undersigned, in the capacity of Estate Officer of the Institute, in accordance with the relevant allotment and cancellation of premises rules of the Indian Institute of Science Education and Research Bhopal, the following allotment of premises is hereby cancelled, as per the details mentioned hereunder:

SN	Item Description	Particulars
1.	Name of the Allottee	
2.	Designation	
3.	P.F. No.	
4.	Department	
5.	Quarters no. / premises details	
6.	Allotment no. and date	
7.	Details of the violation made	
8.	Last date for vacation and handing over of the quarters / premises	

The allottee should vacate the premises before the specified last date and hand over the premises to the undersigned in proper condition. All the dues such as licence fee-cum-rent, water, electricity, maintenance charges and the penal rent, if any should be paid in the Estate Office upto the last day of vacation. Any failure to comply with the above orders, the undersigned shall initiate action for evacuation of public premises in accordance with the provisions of the Public Premises (Eviction of unauthorized occupants) Act 1971 without any further notice.

This has been issued with the approval of the competent authority for necessary compliance by all concerned.

संपदा अधिकारी

Shri/Smt.....
Designation.....
PF No. / Roll No.....
Address.....

Copy to :

1. The Hon'ble Director
2. Registrar
3. Office of DOFA
4. Office of DOAA
5. Office of DOSA
6. Office of DORA
7. Finance & Account Office
8. Security Office



भारतीय विज्ञान शिक्षा एवं अनुसंधान संस्थान भोपाल

Integrated Requisition Form for Booking Accommodation in Visitors' Hostel

Date:

1. Accommodation Required at:

<input type="checkbox"/> Visitors' Hostel	<input type="checkbox"/> RA Hostel
<input type="checkbox"/> Hotel Raja Bhoj (in case of invited Guest)	<input type="checkbox"/> VFA

2. Visitor's Profile:

Name	
Organization	
Address	
Nationality	<input type="checkbox"/> Indian <input type="checkbox"/> Foreigner (SPECIFY THE NATION)
No. of persons	
Purpose of visit	
Phone no. & e-mail of the Guest(s)	
Visitor's category	<input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C

3. Details of Arrival/Departure:

Arrival Date	Arrival Time	Departure Date	Departure Time

4. Meals if required on the date of arrival:

<input type="checkbox"/> Breakfast	<input type="checkbox"/> Lunch	<input type="checkbox"/> Dinner
------------------------------------	--------------------------------	---------------------------------

5. Bill(s) to be settled by:

<input type="checkbox"/> Visitor(s)	<input type="checkbox"/> Dept./Proj. No.....
<input type="checkbox"/> Indenter	<input type="checkbox"/> Institute

I agree to the T&C mentioned overleaf	Recommended	Approved
Signature of the Employee/Indenter	HOD/COSA/COFA	I/c GH/Registrar/Director
Name:		
PF No. & Designation:		
Contact No:		

Room no., if confirmed.	<input type="checkbox"/> Not Confirmed
VH Caretaker	Manager/In-charge VH

NORMS, GUIDELINES AND OTHER INFORMATION

Booking Procedures:

1. For booking of normal facilities, forms will have to be directly submitted duly forwarded by the respective HOD.
2. Timings & Food Charges:

	Tea	Breakfast	Lunch	Dinner
Charges for Lunch/Dinner	5/-	40/-	60/-	60/-
Timings	-	08:00 to 09:00 hrs	13:00 to 14:30 hrs	19:00 to 21:00 hrs

- The food facility for non-residents will be reserved only on prior request. The minimum period of such request shall be as under:-
Breakfast: Before 20:00 hrs on the previous day
Dinner: Before the noon of the same day
- Lunch will be served only for the resident members on all days. However, lunch can be served to non-residents on Sundays on prior intimation only
- Cancellation requests should be made at least 6 hours in advance, else food charges will be levied for such a meal.
- The charges for food and accommodation, if any will be deducted from the salary of the respective internal user or host instead of taking cash/charges in order to avoid transactional inconveniences, unless specified by the internal or host for any other mode of payment.

3. Visitor categories:

	Category	Accommodation Charges	
		Single Occupancy	Double Occupancy
	<ul style="list-style-type: none"> • Institute guests, Directors of other Institutes, member of selection committees, thesis examiners, invited speakers, department guests/invitees (charges should be paid from institute main account). • Important guests of Chairman, BOG/Director • IISERB Faculty/Staff • Relatives/guest of IISERB faculty/staff members • Others (approved by the Director/Deputy Director) 	Rs. /-	Rs. /-
	<ul style="list-style-type: none"> • Faculty and staff of other engineering colleges/universities • Visitors connected with IISERB work (conference/seminars short-courses / workshops / sponsored/ consultancy/project, JEE/GATE etc). • Retired IISERB employees/IISERB alumni • Parents/guardians/spouse of students • V. Others (approved by the Director/Deputy Director) 	Rs. /-	Rs. /-
	<ul style="list-style-type: none"> • Guests of neighbouring educational institutions • Visitors of other government/public sector organizations • Others (approved by the Director/Deputy Director) 	Rs. /-	Rs. /-

4. First priority of booking is given to institute employees/students, followed by campus residents and other entitled individual/groups.
5. This booking is purely provisional and can be cancelled at any time if necessary.
6. Check-in check-out time: 24 hrs.
7. No telephonic bookings / cancellation will be entertained.
8. Stay is allowed at the entire responsibility of the guest(s). No claims for loss / damage or lapse of service will be entertained at any stage.
9. The room shall be allotted on the condition, that, if necessary, the allottee shall have no objection for sharing accommodation with another guest.
10. Please inform about your departure date & time or any other change of schedule well in advance.
11. Advance booking of lunch and dinner may be made as follows : (lunch by 9:00 hrs, dinner by 14:00 hrs)
12. The allottee should vacate the room on the expiry of the period for which accommodation was allotted, unless an extension for further stay has been obtained beforehand.
13. All charges are to be paid in cash/local cheque or deduction from salary.
14. The cancellation, if any, should be notified at least 24 hrs in advance, failing which 10% of the tariff /user charges or the actual tariff/user charges shall be deducted/levied.
15. Male visitors, other than family members are not allowed in the rooms occupied by female guests and vice-versa
16. Consumption of narcotics/alcoholic drinks etc is strictly prohibited.
17. To avoid any inconvenience, it is advised to inform the house-keeper in advance for late entry into the VH.
18. It is suggested that the room may be got swept in the presence of the guest only.
19. Electricity and water are precious, please conserve it. Please close the windows and switch off the electrical points whenever you leave the room. Also switch off the Ac and geyser while not in use.
20. The host of the Foreign Visitor should ensure filling of Form-C within 24 hrs and submit at the nearest Police Station along with a copy of the passport as per the Govt. of India/Ministry of Home Affairs guidelines.
21. The guest should verify and certify the final bill before departure



भारतीय विज्ञान शिक्षा एवं अनुसंधान संस्थान भोपाल

Form-C for foreign guests staying at Visitors' Hostel

(Rule-14, Registration of Foreigners Rules, 1992)

Name:	
Address:	
City:	
Country:	
Date of Birth:	
Sex:	

Passport No.:	
Nationality:	
Date of issue of passport:	
Valid till:	
Place of issue of passport:	
Date of arrival in India:	
Place of arrival in India:	
Proposed duration of stay in India	
Whether employed in India	<input type="checkbox"/> Yes <input type="checkbox"/> No

Visa No.:	
Place of Issue of Visa:	
Date of issue of Visa:	
Valid till:	
Type of Visa:	

I understand that the details furnished above are true and correct to the best of my knowledge.

Date:

Signature of the Passport Holder

.....

The above guest stayed at Visitors' Hostel, IISER Bhopal as per the details mentioned below:

Check-in

Date:	
Time:	
Name:	
Room No.	

Check-out

Date:	
Time:	

Date:

Manager

**Table showing eligibility, licence fee-cum-rent and other tariff
Effective from January 20, 2014 as per the prevailing flat rate licence fee-cum-
rent announced by Directorate of Estates vide OM No. 18011/1/2013-Pol-III
dated November 21, 2013.**

SN	Types of Houses	Nos.	Living Area (in sqm)	Licence fee-cum-rent as per Government of India rates (Rs.) (a)	Water charges per month (Rs.) (b)	Gross / total licence fee-cum-rent including water charges (a+ b)	Minimum Pay Band for eligibility	Minimum Grade Pay for eligibility (Rs.)
1	Director's Residence Cum Camp Office	1	(a) Residence: 101.07 Entire 1 st floor area and one kitchen at GF (b)Camp Office: 1. Office & other utility area. 2. Garage. 3. Servant Qtr	875/-	50/-	925/-	Apex scale	Rs. 80,000/- fixed
2	Duplex House	5	1. Main-175.85 2. Garrage-20 3. Servant Qtr-30	1,565/- 35/- <u>60/-</u> 1660/-	50/-	1,710/-	PB-4	GP-10,000 and above
3	3 BHKS (Study) Tower T2	24	152.96	1,305/-	50/-	1,355/-	PB-3	GP-7600 and above
4	3 BHK Tower T1	24	103.31	875/-	25/-	900/-	PB-3	GP-5400 and above
5	2 BHK Tower T6	24	54.22	370/-	25/-	395/-	PB-2/PB-1	GP-2000 and above
6	SBRA Tower	12	40.33	245/-	25/-	270/-	PB-1	Married Ph.D students / PDFs

The list of equivalent AGPs for GP is appended below for the benefit of the users.

Sr. No.	Pay Band	Grade pay (Rs.)	Equivalent AGP (Rs.)
1.	PB-3	5,400/-	-
2.	PB-3	6,600/-	6,000/- and 7,000/-
3.	PB-3	7,600/-	8,000/-
4.	PB-4	8,700/-	9,000/-
5.	PB-4	8,900/-	9,500
6.	PB-4	10,000/-	10,000/- / 10,500/-