

INDIA TRADE PROMOTION ORGANISATION

Sub : ***Rules governing allotment of ITPO's residential accommodation.***

The Trade Fair Authority of India was established in 1977 as a Company U/s 25 of the Companies Act, 1956 with a prime objective of holding Trade Fairs in India and abroad. The Authority had two Regional Offices, i.e., one at Mumbai and one at Chennai.

Taking into account the recent changes in India's industrial policy and trade regime, the Govt. of India through Ministry of Commerce decided merger of ex-Trade Development Authority with ex-Trade Fair Authority of India which was set in 1970 as a society under Society's Registration Act. A new Organisation, viz. India Trade Promotion Organisation, came into existence w.e.f. 1.1.92. The Organisation had now residential flats in Mumbai, Delhi and Bangalore. however, there are no rules governing residential accommodation in vogue in the Organisation. In the absence of which, the Organisation has been referring the rules of the Govt. of India as and when the need is felt. However, it is felt that this is high time for the Organisation to have its own rules.

The Rules governing allotment of residential quarters of ITPO to its employees are laid down as under:

I. DEFINITIONS:

- a. 'Allotment' means grant of a licence to occupy a residential accommodation to the eligible employee.
- b. 'Allotment Year' means the year beginning on 1st January or such other period as may be notified by the Organisation.
- c. 'Emoluments' means the emoluments drawn by the eligible employees which exclude HRA,DA and perks.

- d. 'Priority Date' of an officer in relation to a type of residence to which he is eligible must be the earliest date from which he/she has been continuously drawing emoluments relevant to a particular type or a higher type of accommodation. Provided that whether the priority date of two or more officers is the same, seniority among them shall be determined by the emoluments of the Officer in receipt of higher emoluments taking precedence over the officer in receipt of lower emoluments; where emoluments are equal, by length of service; and where both the emoluments and length of service are equal, on the basis of scale of pay of the officer, the officer working in a post having higher scale of pay taking precedence over the officer in receipt of lower scale of pay.
- e. 'Sub-letting' includes sharing of accommodation by an allottee with another person with or without payment of licence fee by such other person. Any sharing of accommodation by an allottee with close relations shall not, however, be deemed to be 'sub-letting'.

Note: The following are treated as close relations:-

- (i) Father, Mother, Brothers, sisters, Grand Father, Grand Mother and Grand Sons and Grand Daughters.
- (ii) Uncles, aunts, first cousin, nephew, nieces directly related by blood.
- (iii) Father-in-law, Mother-in-law, Sister-in-law, Son-in-law and Daughter-in-law.
- (iv) Relationship established by legal adoption.
- f. "Family" means wife or husband as the case may be and children, step children, legally adopted children, parents, brothers and sisters who ordinarily reside with and are dependent on the officer.

II. ELIGIBLE EMPLOYEE

All those employees appointed on the regular scales of pay in the ITPO but exclude the following:

- (i) Employees of the Organisation on deputation in India (or) on leave abroad unless expressed in the terms of appointment.
- (ii) Persons appointed on contract/consultant unless otherwise included in the contract.
- (iii) Persons appointed on daily wages.

III. ALLOTMENT OF RESIDENCE

A residence falling vacant will be allotted by the Estate Officer designated preferably to applicant desiring a change of accommodation and to applicants without accommodation having the earliest priority date for that type of residence subject to the following conditions:

- (i) No officer will be eligible for ad-hoc allotment of ITPO flats if he or any other member of his family owns a house situated within the jurisdiction of a local municipality or of any adjoining municipality.
- (ii) 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 ITPO flat on payment of licence fee for the ITPO accommodation allotted to him at such rate as may be determined from time to time by the ITPO.

- (iii) The Organisation shall not allot a residence of a type higher than that to what the applicant is eligible under the rules.
- (iv) The Organisation shall not compel any applicant to accept a residence of lower type than to what he is eligible under the rules.
- (v) The Organisation, on request from an applicant for allotment of a lower category residence, might allot to him a residence next below the type for which the applicant is eligible under the rules on the basis of his priority date for the same.
- (vi) The Organisation may cancel the existing allotment of an officer and allot to him an alternative residence of the same type or in emergent circumstances an alternative residence of the type next below the type of residence in occupation of the officer, if the residence in occupation of the officer is required to be vacated.

IV. THE DATE FROM WHICH THE LICENCE FEE IS PAYABLE

Where an allotment of accommodation or alternative accommodation has been accepted, the liability of licence fee shall commence from the date of occupation or the eighth day from the date of receipt of the allotment whichever is earlier.

An officer, who, after acceptance, fails to take possession of that accommodation within eight days from the date of receipt of the allotment letter, shall be charged licence fee from such date upto a period of 12 days.

Where an officer, who is in occupation of a residence, is allotted another residence, the allotment of former residence shall be deemed to be cancelled from the date of occupation of the new residence. He may, however, retain the former residence without payment of licence fee for that day and the subsequent day for shifting. If, however, the former residence is not vacated by the subsequent date as aforesaid, the officer shall be liable to pay damages for use and occupation of the residence, services, furniture and garden charges, as

may be determined by the Organisation from time to time with effect from the date he takes possession of the latter residence.

The organisation may impose penalty as deemed fit towards damages for unauthorised occupation of residential accommodation.

V. FORMULA FOR FIXATION OF FLAT RATE OF LICENCE FEE

Type of Accommodation	Range of living area (Sq.Mts.)	Revised flat rate of Licence fee w.e.f. 1.4.2001* (Rs.)	Remarks
A	Upto 30	23	Quarters sharing toilet facilities meant for more than two Quarters.
A	-Do-	30	Quarters sharing toilet facilities meant for two quarters.
A	-Do-	53	Old Qtrs, with plinth area less than 300 Sq. Ft.
A	-Do-	67	Qtrs. with plinth area of 300 Sq.Ft. or more.
B	More than 26.5 and upto 40.	120	
B	41 to 50	153	C
C	More than 34.5 and upto 55	181	
C	56 to 65	221	
D	59 to 75	245	
D	76-91.5	306	
E	Upto 106	434	

E	Beyond 106	527
E.I.	Upto 159.5	645
E.II.	Beyond 159.5	771
E.II.	189.5 to 224.5	906
E.III.	243 to 350	1299
E.III.	350.5 to 522	1911

Hostel Accommodation

Category of Suite	Living area (Sq.Mtrs.)	Revised rates w.e.f. 1.4.2001*
Single Room	21.5 to 30	165
Single Room	30.5 to 39.5	234
Double Room	47.5 to 60	321

For servant quarters and garages allotted independent of the regular accommodation/hostel, following flat rates may be recovered:-

	Revised Rates (Rs.) w.e.f. 1.4.2001*
1. Servant Quarters	30
2. Garages	118

***Vide O.O.Admn./1040/2001 dated 27.9.2001**

Notes: These rates would be subject to a maximum ceiling of 10% of monthly emoluments of the allottee.

The licence fee/standard rent and any addition deduction thereto will stand revised automatically as and when the same is revised by Govt. of India.

VI. PERIOD FOR WHICH ALLOTMENT SUBSISTS

As allotment shall be effective from the date on which it is accepted by the officer and shall continue in force until:-

- (a) the expiry of concessional period as given in the succeeding clause after the officer ceases to be on duty in an eligible office in the same station;
- (b) it is cancelled by the competent authority or is deemed to have been cancelled under any provision of the relevant rules;
- (c) It is surrendered by officer, or;
- (d) the officer ceases to occupy the residence.

VII. CONCESSIONAL PERIOD FOR FURTHER RETENTION OF RESIDENCE

A residence allotted to an officer may be retained on the happening of any of the events specified in column (1) of the Table below for the period specified in the corresponding entry in column (2) therefore, if that residence is required for the bona fide use of the officer or members of his/her family.

Table

S. No.	Events	Permissible period for retention of the residence
1.	Resignation, dismissal, removal or	1 month

	unauthorised absence without permission.	
2.	Retirement	Two months on the normal licence fee and another two months on double the normal licence fee.
3.	Death of the allottee	12 months
4.	Transfer to an ineligible officer at the station	2 months
5.	Transfer to a place outside the station	2 months
6.	On proceeding on foreign service in India.	2 months
7.	Temporary transfer in India or transfer to a place outside India.	4 months
8.	Leave (other than leave preparatory to retirement, medical leave, maternity leave or study leave)	4 months
9.	Maternity leave	For the period of maternity leave plus the leave granted in continuation subject to a maximum of five months.
10.	Leave preparatory to retirement of E.L. granted to the official retired under clause 13 of service rules	For the full period of leave on full pay subject to a maximum of 180 days in the case of leave preparatory to retirement and four months in other cases, inclusive of the period permissible in the case of retirement.
11.	Study leave in or outside India	For the period of leave but not exceeding six months, if he is in occupation of entitled type.
12.	Deputation outside India	For the period of deputation but not exceeding six months.
13.	Leave on medical grounds	For the full period of leave
14.	On proceeding on training	For the full period of training.

VIII. FURTHER RETENTION OF RESIDENCE BEYOND THE CONCESSIONAL PERIOD IN SPECIAL CASES

An officer, who is paying licence fee may, in special cases, except in case of death, be allowed to retain the residence, for a period of not exceeding six months beyond the period permitted.

IX. RECOVERY OF LICENCE FEE

During the concessional period of retention, licence fee shall be recovered at the normal rate at which the same was recovered before. In the case of retention permitted as a special case beyond the normal permissible period, the licence fee may be recovered at twice the flat rate of licence fee or twice the rate of licence fee which the official was paying, whichever is higher.

X. OVERSTAYAL IN RESIDENCE

Where after an allotment has been cancelled or is deemed to be cancelled under any provision, the residence remains or has remained in occupation, the organisation has a right to charges existing market rate as a licence fee from the occupant or for the first two months of overstayal, five times of the normal licence fee and thereafter, 10 times of the normal licence fee as penalty rent. In case even the occupant does not vacate the quarter, eviction can be enforced with the help of Police authorities.

XI. PENALTY UNDER THE ALLOTMENT RULES

If an officer to whom a residence has been allotted, unauthorisidely sublet the residence or charges licence fee from the sharer at a rate which the organisation considers excessive or erect any unauthorised structure in any portion thereof for any purposes other than that for which it is meant or tampers with the electricity and water connections or commits any other breach of the rules or premises to be used for any purpose which the Organisation considers to be improper or conducts himself/herself in a manner which in the

opinion is prejudicial to the maintenance of harmonious relations with his/her neighbours, the Organisation has got a right to cancel their allotment of residence.

XII. RECOVERY OF DAMAGES FOR UNAUTHORISED OCCUPATION

The recovery of damages from the unauthorised occupants for occupation of residential accommodation and also the quantum of licence fee to be charged will be damages rate of Rs. 50/- per Sq.mtr. per month for the living area.

XIII. YARDSTICK FOR DETERMINATION OF LIVING AREA

Main Building

- a. Rooms, kitchen, bath, wc, stores and enclosed verandah 100% of the floor area.
- b. Verandah, Corridors and barsati - 25% of the floor area.
- c. Porch - 12% of the floor area.
- d. Courtyard pucca - 5% of the floor area.

Outhouse

- a. Rooms - 25% of the floor area.

- b. Verandah - 12-1/2% of the floor area.

XIV. MAINTENANCE

The maintenance of the flats in Asian Games Village Complex Delhi will be under the respective Regional Officer incharge. Maintenance would include all such work like furnishing working including painting, minor repairs (patch plaster), replacement of doors/ windows fittings, sanitary work and replacement of fittings, rectification of electrical installation and replacements excluding bulbs, tube lights etc. The finishing work & painting would be carried out once in one year and at the time of reallocating to another official.

- XV.** These Rules have come into effect from 25.02.97.

- XVI.** Any other provisions which are not brought out in the said rules will be dealt with in accordance with the rules followed by the Central Government for its employees in such cases.

AGREEMENT

This Agreement is executed at New Delhi on this between

(hereinafter called the Lessor of the one part) and India Trade Promotion Organisation (A Government of India Undertaking under the Ministry of Commerce), Pragati Maidan, New Delhi represented through its Manager/ Sr. Manager (hereinafter called the Lessee of the other part). The agreement is to let out House/Flat by the Lessor for the use and occupationof ITPO.

NOW THIS DEED WITNESSETH AS UNDER:

That the Lessor has let out to the Lessee the House/Flat No.....(hereinafter called as 'Premises').

1. That the Lessor has agreed to give and the Lessee has agreed to take on rent the premises described above on a monthly rental of Rs. excluding water and electricity charges which shall be payable by the 10th every English Calender month in advance. The Lessor has received one month's rent as refundable security to be refunded on termination of tenancy.
2. That the tenancy commences from.....for a period of two years. The lessee shall deliver the vacant possession of the flat tot he lessor on expiring of the lease.
3. That the tenancy is for the sole residential occupancy ofITPO, New Delhi and his family and in the event of his exit from the ITPO on account of his retirement, resignation, removal or otherwise or his transfer from Delhi, this lease shall automatically stand terminated even during the tenancy period and the vacant possession of the premises shall revert to the Lessor.
4. That the possession of the premises has been handed over by the Lessor to the Lessee on the.....and the period of two years shall commence from the date of possession is thus given, and the rent shall accrue from that date.
5. That the occupant shall pay electric (power and light) charges for which separate meters are installed in the premises. The Lessee shall also pay for the water charges according to the bills of the local authorities for which water meter is separate.
6. That the Lessee shall not sublet, assign, or part with the possession of the premises in whole or in part without the written consent of the Lessor. Nor will the lessee make any addition or alteration in the premises excepting fixing or installing of cooler, ceiling fans, refrigerator, TV set for convenience.
7. That the Lessee shall at all reasonable times permit the Lessor and their duly authorised agents with all necessary workman and appliances to enter the premises to execute repairs to the premises or inspect them in terms thereof.

8. That the Lessee shall keep in tenantable repairs all sanitary, electrical and other fittings and fixtures and all additions thereto throughout the premises and to yield up the same in such repairs on the termination of tenancy, fair wear and tear being excepted by the Lessor. Those does not include major repairs.

9. That the Lessee hereby agrees that the premises shall be used only for the residence of its officer and his family except for any temporary casual guests.

10. The Lessor do hereby covenant that the Lessor shall pay all existing and future rates, taxes and outgoings payable by the Lessor in respect of the demised premises and to keep the premises, the roof the walls and the drains thereof in safe repairs and conditions. That major repairs such as leakage in electricity or bursting of sanitary pipes due to any cause and sanitary tanks have to be done by the Lessor of their cost.

11. Both the Lessor/Lessee will be entitled to terminate the tenancy by giving one month's notice in writing.

12. That neither party shall be entitled to vary or alter the terms of this Deed except by means of an appropriate deed in writing.

That any notice required to be served to be served on the Lessee or the Lessor shall in all cases be sent in writing by Registered Post at their addresses mentioned above.

IN WITNESS WHEREOF the parties have signed this Agreement on the day, month and year first above mentioned.

WITNESSES:

1. _____ LESSOR _____

2. _____ LESSOR _____

