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To,

All Deans,
All Chairpersons/Head of Departments,
All Sectional/Administrative Heads,
The University of Haripur

Subject: **MEDICAL RULES 2020 AND HOUSE ALLOTMENT RULES 2020**

Kindly find herewith attached Medical Rules 2020 and House Allotment Rules 2020 duly approved by the Syndicate, The University of Haripur in its 21st meeting held on January 16, 2021 vide agenda Item No-XIII (b) & (c) for your information and compliance, please.

Assistant Registrar
(Establishment)

Copy to:

1. PS to Vice Chancellor
2. PA to Registrar
3. Director IT Services (Web Master for uploading on website)
4. Relevant File

THE UNIVERSITY OF HARIPUR

EMPLOYEES MEDICAL ATTENDANCE RULES -2020

THE UNIVERSITY OF HARIPUR EMPLOYEES MEDICAL ATTENDANCE RULES, 2020

Whereas it is expedient to prescribe Rules to govern the affairs relating to the Employees Medical Attendance, the following Rules are hereby prescribed under the provision of Section 31 (2) of the Khyber Pakhtunkhwa Universities Act-2012 as amended from time to time.

1. **Short Title, Commencement and Application**

   1.1 These Rules may be called *"The University of Haripur Employees Medical Attendance Rules 2020,"* framed under Section 31 (2) of the Khyber Pakhtunkhwa Universities Act, 2012 as amended from time to time;

   1.2 These Rules shall come into force with immediate effect; and,

   1.3 These Rules shall be applicable to the employees of the University.

2. **Definitions**: In these Rules, unless there is anything repugnant in the subject or context, the following expression shall mean:

   (a) **"Act"** means the Khyber Pakhtunkhwa Universities Act 2012 as amended from time to time;

   (b) **"Authorized Hospital"** means a hospital included or to be included in the panel of approved hospitals under these Rules;

   (c) **"Authorized Medical Attendant"** means a doctor/ Medical Practitioner of authorized hospital including Professor, Associate Professor, Assistant Professor, Senior Registrar, District Specialist, Specialists posted in Government hospitals or any other Specialist in Government hospital, University Chief Medical Officer (CMO), Principal Medical Officer (PMO), University Senior Medical Officer (SMO), University Medical Officer (MO), Dental Surgeon and Casualty Medical Officer; Pathologist, Radiologist, Gynecologist; Surgeon, 'A' level Hakeems or Homoeopaths;

   (d) **"Medical Committee"** means the standing committee constituted under these Rules;

   (e) **"Emergency Case"** means and includes injuries due to accidents, myocardial infarction, burns/scalds, blast, poisoning, head injury or any other medical or surgical emergency of equivalent nature as determined by the Authorized Medical Attendant;

   (f) **"Employee"** means all regular employees of the University serving in Basic Pay Scales (BPS) and Tenure Track System (TTS), including the retired employee, of the university;

   (g) **"Dependent"** means any person approved by the Vice Chancellor as dependent on employee;

   (h) **"Family"** means spouse, child and parents of employee wholly dependent upon him and approved dependents;

(i) **"Government Hospital"** means a public sector hospital purely owned by the Government (Federal or Provincial), and includes Civil Dispensary (CD), Basic Health Unit (BHU), Rural Health Center (RHC), Dental Hospital, Civil Hospital (CH), Tehsil Headquarters Hospital (THQH), District Headquarters Hospital (DHQH), Teaching Hospital, Autonomous Teaching Hospital of the Government, specialized government hospital (at whatever name it may be), and hospital duly declared by the Government from time to time; and all Pakistan Armed Forces hospitals;

(j) **"Medical Attendance"** means the attendance at the University Medical Centre, residence of the University, in hospital, clinic of the authorized medical attendant or at the residence of an employee including such pathological, bacteriological, radiological or other methods of examinations for the purpose of diagnosis as are available in authorized hospital, and are considered necessary by the authorized medical attendant and such consultation with a specialist as the authorized medical attendant may determine;

(k) **"Patient"** means an employee, his family member or dependent who has fallen ill;

(l) **"Private Hospitals"** means hospitals owned or run by an individual, autonomous, semi-autonomous, corporations, trusts, social security and charity etc.;

(m) **"Specialist"** means anyone or more of such medical practitioner specialized in the treatment of a particular disease including pathologist, bacteriologist, radiologist, gynecologist, obstetrician or others who from time to time, be declared as such by the Vice Chancellor and who are recommended for treatment by the respective authorized medical attendant;

(n) **"Statutes"** the Statutes of the University;

(o) **"Treatment"** means the use of all medical and surgical facilities available at an approved hospital in which the employee is treated and includes:

(1) Employment of such pathological, bacteriological, radiological or other methods as is considered necessary by the authorized medical attendant; and,

(2) Supply of such medicines, vaccines or sera as are prescribed by the authorized medical attendant or other therapeutically substances, not ordinarily so available, as the authorized medical attendant my certify in writing to be essential for the recovery or for the prevention of serious deterioration in the condition of the employee;

(p) **"University"** means The University of Haripur;

(q) Any expression used as masculine includes feminine where applicable such as he includes she and him includes her etc.;

(r) Any expression used singular shall include plural and vice versa where applicable; and,

(s) All other expressions shall have:

(i) the same meaning as assigned to them under the Act or Statutes; or,

(ii) words and expressions used but not defined in these Rules/Statutes or the Act shall have the same meaning as are assigned to them in the government medical reimbursement Rules; or,

(iii) to be defined by the committee (specially constituted by the competent authority or any already constituted committee for the purpose).

3. **Entitlement**

3.1 The patient shall be entitled free of charge to medical attendance or treatment, as the case may be, by the authorized Medical Attendant including but not limited to:

(a) Hospitalization and Facilities of such laboratory examination and blood transfusion as are considered necessary by the authorized medical attendant, specialists or hospital authorities;

(b) Minor or major surgery; and,

(c) Supply of such medicines, vaccine or other therapeutic substance declared essential for the recovery of the patient during the period of hospitalization.

3.2 Where a patient is entitled free of charge, to receive medical attendance or treatment, as the case may be, any amount paid by him on account of such medical treatment shall, on production of a certificate in writing by the Authorized Medical Attendant in this behalf, with all necessary documents as prescribed under these Rules, and after proper verification or authentication by the committee, be reimbursed to him by the University to the maximum limit or portion as prescribed in these Rules;

3.3 Ordinarily, the medical treatment shall be available to the patient in authorized hospital only. In special circumstances, however, the Vice Chancellor may, for reasons to be recorded, permit an employee to receive treatment at a place outside these authorized hospital within the country on the recommendations of the Medical Superintendent of DHQ Haripur, or the University's Medical Officer as the case may be;

Provided that if an employee proceed abroad either on study leave or on leave without pay for higher studies or is otherwise deputed abroad on duty, for reasons to be recorded, his

family may be entitled with permission of the Vice Chancellor to medical treatment (hospitalization) in an authorized hospital at their place of residence within the country.

3.4 In case of emergency if the Authorized Medical Attendant is of the opinion that the case of a patient is of such a serious nature or of a special nature, as the Vice Chancellor/Syndicate may determine, require medical attendance by some other doctor he may:

a) Send the patient to the nearest specialist or to an authorized hospital where, in his opinion, such a treatment is available;

b) If the patient is too ill to travel, the authorized Medical Attendant may request such a specialist to attend upon the patient.

3.5 The patient shall be entitled free of charge for:

(a) Treatment at the University Medical Centre, at his residence or in an authorized hospital;

(b) Admission in an authorized hospital: in case in the opinion of the Authorized Medical Attendant, requires hospitalization the patient shall be entitled to hospitalization as follows:

(i) Employee in BPS 16 and below in the general wards;

(ii) Employee in BPS. 17-18 in a semi-private ward or room; and,

(iii) Employee in Basic Pay Scale 19 and above in an executive/ private ward or room;

Provided that in case of non-availability of private or semi-private ward/room the employee may avail the next lower accommodation than his entitlement.

(c) Supply of such medicines, vaccines, sera or other therapeutic substances as are available in the hospital or with the authorized medical attendant.

(d) Such nursing as is ordinarily provided to indoor patients by the hospital and the specialist consultation described above excluding diet, at the request of the employee, of accommodation superior to that prescribed in these Rules.

3.6 Any reimbursement to the patient (family member) serving or retired from any Federal/Provisional/Autonomous or semi -autonomous organization/National or International NGOs/organization or institute, Corporations and Trust or Working in any other private department or institute/office registered with any authority of federal or Provisional Government or the individual is registered as professional with any agency/council etc. in Pakistan or abroad shall be admissible on

production of certificate from the parent institution stating that the employee/pensioner is receiving nothing on the account of medical allowance or no medical facility is authorized to the employee/pensioner;

3.7 Dental treatment, including root canalling, silver amalgam filling, partial sealing of carries and gums dressing, may be allowed to the employee and his family only;

3.8 The employees or his family shall not be reimbursed: the medical / laboratory tests / x-ray charges prescribed by the dental surgeon before and after the dental treatment, or the cost of dentures and filling with gold or other costly metals of the dental treatment;

3.9 Retired employees will not be entitled for reimbursement of medical charges for treatment of dependent parents;

3.10 Provision of spectacles/lenses shall not include in the treatment;

3.11 Medical reimbursement is admissible on indoor treatment only except for the following diseases where reimbursement shall be admissible in OPD treatment/lab tests.

(a) Cancer, Tumors and chronic blood disorders (Thalassemia's, Neuro etc.);
(b) Organ failure, dialysis and transplants, epilepsy, paralysis;
(c) Chronic inflammatory infectious diseases(rheumatoid arthritis, Osteomyelitis, Hepatitis , TB, Tetanus);
(d) Insulin diabetes, HIV/AIDS, Dogs and snake bite;
(e) Injuries including orthopedics, burns, gunshots, blast and head injuries;
(f) Infertility/fertility complications and day surgery (obstetric gyne disorder, delivers, cataract and eye/ENT/EYE day procedures;
(g) Heart/cardiogenic shocks, stroke and electrolyte disorder;
(h) Psychotherapy;
(i) Dental treatments except implants, polishing/cleaning all types of braces; and,
(j) Chronic skin diseases, allergies - chronic connective issues and auto immune disorders.

Provided that the above outdoor treatment facility shall be admissible to the serving employee and his family only.

3.12 The claim may be submitted on prescribe application form along with proper prescriptions bearing OPD No, Name, age, sex and diseases of the patient and admission/discharge slip(in case of indoor treatment) as well as voucher bearing name and quantity of medicine purchases duly signed by the authorized medial attendant;

3.13 The necessary documents shall include-

(a) Prescribed reimbursement form duly signed by the authorized medical attendant;

(b) Medical record of the patient;
(c) Detailed bill of the authorized hospital where applicable ;
(d) Duly signed receipt in token of having paid;
(e) Original certificate in case of Referral;
(f) Only receipt vouchers written on the proper hospital printed form/prescription slips duly signed and stamped by the authorized medical officer will be accepted;
(g) In addition to above criteria, University can ask the employee for provision of any supporting documents and get verified it from any authority.

3.14 All the application forms should be countersigned by the Medical Officer of the University of Haripur;

4. Authorized Hospitals.

4.1 Treatment is admissible in all federal/provisional Government and Armed Forces Hospitals; and,

4.2 Any other hospital to be included by special or general order of the Syndicate.

5. Referral Cases/ Specialized Medical Attendance

5.1 In case the Authorized Medical Attendant is of opinion that the case of a patient is of such a serious or special nature as to require medical attendance or treatment, as the case may be, by another medical attendant, he may:-

(a) Send the patient to the nearest hospital, where in his opinion, medical attendance or treatment, as the case may be, is required for the patient, or in case of serious or life threatening conditions, to the any place in the country, where such medical attendance or treatment is available. The treatment shall be preferred in the authorized hospital, however, if such treatment is not available, then the patient to any authorized hospital on reference with full justification; or
(b) Request such specialist or other medical officer, to attend upon the patient, if the patient is unable to travel due to illness; or
(c) In emergency case the Casualty Medical Officer shall be authorized to refer the patient, where he deem it necessary/needing immediate referral to any other hospital or specialist, as the case may be, for provision of the necessary medical attendance or treatment/ or laboratory examination.

5.2 Re-Imbursement for referred cases will be made for the admission period in the hospitals except the cases allowed for OPD and Emergency treatment.

5.3 In referral case, the referring authority shall clearly mention the Hospital and reasons for referring the patient;

5.4 Referred cases on personal request shall not be entertained for reimbursements;

5.5 The approved hospital may refer the cases for laboratory/examination/ test as it may deem fit;

5.6 Treatment on referral by the Medical Superintendent (MS) of District Head Quarter hospital Haripur or by Medical Officer of the University of Haripur may be allowed at following private/unauthorized hospitals only. Specialized as:

S #	Nature of Medical Treatment	Authorized Hospital on Reference Other than Government/Armed Forces Hospitals
1	General Treatment	Shifa International Islamabad, Quaid e Azam International Rawalpindi, Valley Hospital Abbottabad, Yahya Welfare Complex Haripur, POF Hospital WAh Cantt, Northwest Hospital Peshawar.
2	Eye Treatment	Al Shifa Eye Trust, Rawalpindi
3	Cardiac Treatment	RMI Peshawar
4	Cancer Treatment	Shoukat Khannam Memorial Hospital

6. **Permissible Additional Claims**

6.1 All the lab tests undertaken before any procedure/operation (mandatory before admission) advised by the surgeon/doctor who will perform the treatment/procedure/operation;

6.2 Cost of laboratory tests from hospital/laboratory are admissible on the basis of references of authorized medical attendant only.

7. **Diet Charges**

In case of patients treated in a hospital where a composite sum is levied by the hospital as inclusive of all charges to cover medical, surgical and nursing charges (Including diet and accommodation or other charges which cannot be specified separately) 10% of such a sum will be taken as diet charges and shall be borne by the employee.

Provided that such 10% deduction shall not be applicable where the hospital authorities certify that no diet charges are included in the lump sum bill.

8. **Emergency treatment in Unauthorized clinic/Hospital**

8.1 In case a patient has to get medical treatment from any unauthorized private hospital/clinic in emergency, he is required to produce emergency certificate from the treating doctor/hospital showing the nature of

diseases for which he/she was given treatment in emergency duly counter signed by Medical Officer of the University of Haripur. However, in case of emergency treatment of delivery cases, the production of medical treatment record of the authorized hospital shall be necessary with the emergency certificate. Such case shall be decided upon by the committee duly constituted by the competent authority on case to case; and,

8.2 Further in the emergency cases the employee shall furnish a certificate that non authorized hospital/clinic was nearest to his/her as compared to authorized hospital.

9 **Submission of cases for payment**

9.1 Claims for medical reimbursement shall be submitted within six months of occurrence/date of discharge. In case, of more than six months old case sanction to the investigation of arrears claim, shall be required; and,

9.2 Submission of bogus claims will be liable to strict disciplinary action and subject to recovery in case payments has been made and found bogus at any later stage.

10 **Claims by the Family Members of the Deceased employee.**

In case of death of the patient, while under treatment, the medical reimbursement claims shall be paid to the family members upon production of record and after necessary verification or authentication by the Committee in accordance with the procedure mentioned. All such claims shall be submitted within 3months after death of the patient.

11 **Advance**

Employee may apply for advance up to 50% of the estimated expenditure being recommended and signed by the head of the hospital/medical center and counter signed by the Medical Officer of the UoH.

12 **Medical Committee**

12.1 The following shall be a standing Medical Committee for dealing with all matters relating to medical reimbursement including assessing the reimbursement claims, referral cases and all other matters, before forwarding the same to competent authority for approval;

(a)	Professor to be nominated by the Vice Chancellor	Convener
(b)	Medical Officer of UoH	Member
(c)	Treasurer or his nominee	Member
(d)	Registrar or his nominee	Member
(e)	**Auditor of the university**	**Member**
(f)	HOD/Sectional Head of the applicant	Co-opt Member
(g)	Deputy Registrar (Establishment)	Secretary

12.2 The committee shall function in accordance to the ToRs to be set by it and approved by the Vice Chancellor from time to time.

13 **Ceiling of Medical Reimbursement and approving authorities:**

Limit	Deduction	Payment	Competent Authority for approval
Upto Rs. 50,000 (Fifty Thousand)	Nil	100%	Recommendation of the Committee and case shall be processed and paid by the treasurer.
Rs. 50,001-200,000 (More than fifty thousand to One lakh)	Nil	100%	Recommendation by committee and approval by the Vice Chancellor.
200,001-500,000 (More than Two Lakh to Five Lakh)	20% of the total claim	80%	Recommendation by committee and approval by the Vice Chancellor.
5,00,001- no limit (More than Five Lakh)	As the syndicate may decide	As the syndicate may decide	Recommendation of the committee and subsequent approval from the syndicate

Provided that the ceiling for deduction shall be applied on the medical reimbursement claim of authorized hospital on reference only

Provided further that such ceilings shall be subject to review by the Syndicate.

14 Claims not Admissible:

14.1 Reimbursement of the claim for the treatment taken from unauthorized hospital/clinic other than the hospitals mentioned/allowed in these Rules except those mentioned in Section 8 of these Rules;

14.2 Reimbursement of the case older than twelve months;

14.3 Fake or overwritten cases;

14.4 Food items and others refreshment item. (Other items as mentioned in government policy);

14.5 Transportation charges of patient;

14.6 Cost of UNANI and Homeopathic medicines, unless and until prior approval for such treatment from authorized Hakeem or Homeopathic Doctor is obtained; and,

14.7 In case the treatment was undertaken when the claimant was absent from duty.

15 **Residuary Provision:** Where these Rules do not contain provision relating to any matter affecting medical attendance and treatment a relevant provision in the Higher Education Commission or Government Rules, if any, shall be deemed to be effective.

16 **Removal of Difficulties from, or Relaxation of, these Rules**

When the Syndicate is satisfied that the operation of any of these Rules causes or is likely to cause undue hardship to a patient, it may, notwithstanding anything contained in these Rules, deal with the case of such patient in such manner as may appear to the Syndicate to be just and equitable.

17 **Interpretation**

If any question arises relating to the interpretation of these Rules, it shall be referred to the Committee prescribed in these Rules. The decision of the committee on such matter shall be final.

THE UNIVERSITY OF HARIPUR

House Allotment Rules, 2020

THE UNIVERSITY OF HARIPUR HOUSE ALLOTMENT RULES, 2020

Whereas it is expedient to prescribe rules to govern the affairs relating to the House Allotment of the University residential accommodation to its employees, the following rules are hereby prescribed under the provision of Section 31 (2) of the Khyber Pakhtunkhwa Universities Act-2012 as amended from time to time.

CHAPTER I - GENERAL

1. Short Title, Extent and Commencement. –

1.1 TheseRules shall be called The University of Haripur House Allotment Rules;

1.2 These Rules shall apply for allotment of accommodation to the employees of The University of Haripur; and,

1.3 These shall come into force at once.

2. Definitions: In theseRules, unless there is anything repugnant in the subject or context the following expression shall have the meaning as hereby assigned to it..

a. "accommodation" means residential accommodation including a house or flat owned, hired or requisitioned by The University of Haripur and placed on the pool of the Estate Office;
b. "allottee" means an employee possessing a valid allotment letter duly issued by the Estate Office for an accommodation in his occupation;
c. "annex" means an annexure to this Rules;
d. "emoluments" for the purpose of recovery of rent include pay, special pay, technical pay, deputation allowance, pension, non-practicing allowance, adhoc relief, qualification allowance, teaching allowance, performance evaluation allowance, special research allowance, computer allowance and such other pays and allowances as the University may decide, from time to time;
e. "employee" mean an employee of the university of Haripur;
f. "entitlement" means the entitlement to accommodation as specified in rules 5,8 and 9;
g. "estate office" means the estate office/relevant office of the university of Haripur;
h. "family" means spouse, legitimate children and step children of a University servant residing with him and wholly dependent upon him and includes his parents, real unmarried sisters and minor brothers, if residing with him and dependent upon him;
i. "fixed rent" means a fixed monthly rent paid against an allotted accommodation/temporary accommodation of a class or category lower than the entitlement of a university employee;
j. "house rent allowance" means the monthly house rent allowance payable to employee and calculated/fixed at the rate as decided by the Syndicate;
k. "married couple" means husband and wife both of them employee of the university;
l. "normal rent" means the rent equivalent to the amount of house rent allowance as admissible to the university employees plus maintenance charges calculated at the rate of five percent of the monthly basic pay;
m. "occupant" means an individual or group of individuals occupying wholly or partially an accommodation;

n. "rental ceiling" means the ceiling fixed by the University for hiring of private houses as notified from time to time;
o. "services" mean electricity, water, gas supplies and telephone connections;
p. "standard rent," in case of University owned accommodation, standard rent means the rent equivalent to house rent allowance paid by the University and notified from time to time and in case of hired accommodation, standard rent means the rent actually being paid to the owner of the house;
q. "syndicate" means the syndicate of the University of Haripur;
r. "trespasser" means an individual or group of individuals who occupy University or hired accommodation without valid allotment letter issued by the Relevant Office for its occupation; and
s. "unauthorized occupant" means a person whose allotment is no longer valid under this Rules.
t. "university" means the University of Haripur; and,
u. All other expressions used in these rules shall have the same meaning as assigned to it under the act or statutes of the university.

CHAPTER II-ELIGIBILITY

3. Eligibility.-

3.1 All married employees shall be eligible for accommodation from the Estate Office;
3.2 Unmarried employee shall be eligible for single or bachelor accommodation so earmarked for them. However, unmarried employee may be eligible for accommodation provided he is living with his dependent parents;
3.3 When both husband and wife are employed at the University of Haripur, only one of them shall be entitled to allotment of accommodation and in case they are serving at two different campuses, one of them shall be allotted accommodation and other one shall be allowed single or bachelor accommodation or house rent allowance;and,
3.4 Persons employed or re-employed on contract in the university shall be eligible in accordance with terms and conditions of his appointment for Universityfrom Estate Office, whereas the preference will be given to permanent/regular employees.

CHAPTER III – CLASSIFICATION AND ENTITLEMENT FOR UNIVERSITY ACCOMMODATION

4. Classification and entitlement of accommodation.-

4.1The entitlement of the University of Haripur to various categories and classes of accommodation shall be as follows.—

4.2 Basic Pay Scale of the University of Haripur Class of accommodation Category of accommodation.

S.N	Category of accommodation entitlement (BPS)	COVERED AREA(Sq Ft)	SPECIFICATIONS
1	BPS 3- 5	300	One to two rooms with cooking area, bath/ WC
2	BPS 6- 11	500	Two to three rooms kitchen, bath/WC
3	BPS 12-13	600	-do-

4	BPS 14-16	700	Drawing cum dining room, tw bed rooms Kitchen, Bath/WC
5	BPS 17-18	1100	-do-
6	BPS 19	1300	Drawing cum dining room, two to three bed rooms with two baths, kitchen, one servant quarter with toilet.
7	BPS 20	1800	-do-
8	BPS 21-22	2200	Drawing cum dining room, three bed rooms with three baths, kitchen, one servant quarter with toilet.
9	Vice Chancellor	3000	Drawing cum dining room, four bed rooms with attached baths, verandah, Lounge/garage/car porch, store room, two servant quarters with one toilet.

4.3 The allotment of accommodation shall be made in accordance with the pay scale of the employee, as per his entitlement.

CHAPTER IV-REGISTRATION AND ALLOTMENT

5. Maintenance of Waiting Lists.-

5.1 The applications for allotment of University accommodation shall be received on the application form specified in annex-A. This form shall be forwarded to Estate Office under covering note by the department or section of the applicant, certifying that the particulars given in the form are correct;

5.2 The completed application for accommodation as and when received from an applicant, shall be acknowledged by the Estate Office by issuing a registration number;

5.3 The Estate Office shall maintain waiting list of employee who have applied for accommodation on the prescribed form. The copies of the waiting list shall be provided to all eligible sections or departments for information;

5.4 Seniority of an employee in the relevant waiting list shall be determined from the date of his entitlement to the class of accommodation;

5.5 If the date of entitlement of two or more employee is the same, the seniority shall be determined on the basis of length of service in the BPS and if the length of service in PBS is the same then the seniority shall be determined from the date of birth; and,

5.6 If an allottee is transferred or sent on deputation to out station to an eligible department, he /she shall keep the house or shall carry his seniority with him and shall be allotted accommodation at the new station of his posting on the basis of his date of entitlement to the class of accommodation. In case of deputation to any other department, the allottee may keep the allotted accommodation for one year (from the date of start of deputation) with only one time extension of another year.

6. Mode of allotment:-

6.1The allotment of accommodation shall be made to the most senior employee on waiting list of a particular class or category of accommodation;

6.2 Allotment in each class and category shall be made subject to the terms and conditions laid down in the form of allotment letter as set out in annex-B; and,

6.3In case of bachelor accommodation and if a house of his entitlement is not available, a university employee may be allotted an available temporary accommodation of a class or category lower than his entitlement, on payment of fixed monthly rent (fixed by an assessment committee constituted by the competent authority) and such accommodation shall be maintained by the occupant. The occupant shall be entitled for house rent allowance and no maintenance charges shall be deducted from the occupant.

CHAPTER V – OCCUPATION OR VACATION

7. Occupation of allotted accommodation.-

7.1 On receipt of an allotment letter or in case of hired houses the permission of occupation letter from the Estate Office, theemployee shall take over possession of accommodation within ten working days of such allotment or permission of occupation and sign a receipt for all fittings and fixtures under intimation to Estate office and his department;

7.2 Where anemployee does not accept allotment within seven working days or does not occupy the allotted house within ten working days of the allotment without any cogent reason, such allotment shall be cancelled without any notice and his name shall be brought at the bottom of the relevant General Waiting List and the University accommodation shall be allotted to next eligible employee as per rule. In case of hired house, the permission of occupation shall be withdrawn; and,

7.3 The occupant shall send the occupation report to the Estate Office in duplicate within three days of occupation.

8. Vacation of Accommodation.-

8.3 The vacant possession of the hired house shall be delivered to its owner through concerned office by giving seven working days notice at his last known address;

8.4 At the time of vacation of allotted accommodation, the allottee shall hand over its possession to the Estate Office and obtain a receipt thereof in duplicate which shall include an inventory of the fixtures and fittings available in such accommodation and up to date position of the service charges paid by him;

8.5 The outgoing allottee shall produce up to date paid utility bills and make payment for deficiencies or damages caused to the accommodation beyond normal wear and tear at the time of handing over possession of the house or flat to the University or the owner as the case may be. In case he fails to do so, he shall not be issued NOC by the Estate Office;

8.6 The handing or taking over shall not be delayed for want of clearance of utility bills or for making up of deficiencies or damages in the said house;

8.7 On vacation of allotted accommodation the employee shall obtain an NOC from Estate Office upon production of the vacation report and inventory of the Estate Office;

8.8 Where a employee is in heavy arrears of rent or other dues, including unpaid cost of damages or deficiencies caused to the property during his occupancy and utility bills left unpaid by him, the Estate Office shall not issue NOC;

8.9 In case of his posting or deputation within the country or abroad, the Treasurer or the department of the employee, as the case may be, shall not release the house rent allowance or issue Last Pay Certificate till issuance of NOC from the Estate Office;

8.10 The Estate Office shall refer the case of defaulters to the Treasurer for recovery of dues from the salary of the defaulting allottee at source;

8.11 In order to allow the processing of pension case of the retiring or expir allottee the No Demand Certificate shall be issued subject to the following condition namely:-

(a) he shall clear all the dues including utility bills or damages or deficiencies up to the date of retirement or death as the case may be;

(b) where the retired or deceased allottee or his family is allowed to retain the accommodation for the prescribed period, the employee shall submit a valid undertaking that in case of non-clearance of utility bills, damages or deficiencies reported in the accommodation, the amount may be recovered from his pension; and ,

(c) where a pensioner who is allowed to retain the accommodation after his retirement, defaults, the matter shall be referred to Treasurer for recovery of dues from his pension.

CHAPTER VI-CHANGE, USAGE AND RETENTION OF ALLOTTED ACCOMMODATION

9. Change of accommodation.-

Change from one accommodation to the other or exchange of accommodation between two allottees for same category of accommodation may be permitted by the Vice Chancellor.

10. Use of allotted accommodation.-

The whole or any part of allotted accommodation shall not be used by the allotee or his family for a purpose other than that for which it has been allotted: Provided that the Vice Chancellor may permit an allottee or a member of his family to carry out medical practice or any other business registered with BIC of UOH in a allotted accommodation subject to payment of additional rentat the rate of five percent of his total emoluments, shall be charged from the allottee.

11. Sharing of allotted accommodation.-

An allottee may allow a friend or relative to share accommodation with him without any monetary gain for a period of one month without the permission of the Estate Office.

12. Retention of Accommodation.-

12.1 In case of death of allottee.-

(a) the family of the allottee shall be entitled to retain the accommodation under their occupation for a period not exceeding one year on payment of normal rent; and

(b) his serving widow or serving legitimate children may be allotted the said accommodation provided he is eligible for the accommodation or becomes eligible for the said accommodation within one year of the event. In case the allottee expires within six months after retirement, his serving spouse or legitimate children may be considered for allotment provided all other conditions are met. Where the accommodation is of a class or category higher than his entitlement, he shall be allotted the first available accommodation in that class or category as the case may be, and shall not be dislodged and shall be charged normal rent till such time as the alternative accommodation of his entitlement has been made available to

him: Provided that in no case the occupant shall be entitled to retain the accommodation of higher category for more than one year.

12.2An allottee, on his retirement or expiry of contract period shall be entitled to retain the accommodation under his occupation for a period not exceeding six months, on payment of normal rent and this facility will be available to employee once only.

12.3An allottee who has resigned or is dismissed, removed, compulsorily retired from service may retain accommodation under his occupation for a period of two months.

12.4An allottee who is.-

(a) transferred or sent on deputation to an out station department/organization, he shall be entitled to retain the accommodation till his posting back to the station of accommodation or till the availability of accommodation at the new station with the permission of Vice Chancellor provided he does not claim the accommodation or house rent allowance at his new place of posting.

(b) transferred to a department or organization at the same station may be allowed to retain the accommodation on normal rent for a period not exceeding five years from the date of his transfer or the date of his permanent absorption in the new department, which ever is earlier;

12.5An employee may.-

(a) retain accommodation for entire period of study leave duly granted by the university and university sponsored courses or trainings; and

(b) retain accommodation for a maximum period of uptothree years during all kinds of other leave.

12.6 An allottee or his family shall be served a notice of cancellation along with permission of retention of the house in case of retirement from service or resignation etc., from the date of occurrence of the event. This shall be treated as final notice and no further notice shall be served upon him for vacation of the accommodation.

CHAPTER VII - CANCELLATION AND EJECTMENT

13. Subletting.-

13.1 The accommodation shall not be sublet by the allottee.

13.2 If an allottee is found guilty of subletting his accommodation the allotment shall be cancelled from the date of taking over possession of the house and he shall be charged monthly rent at the rate of one rental ceiling of his entitlement for the entire period.

13.3 If an allottee or illegal tenant, is anemployee, he shall be liable to disciplinary action for misconduct under the relevant rules or laws and such allottee shall be disqualified for future allotment of accommodation for five year.

13.4 On becoming eligible for accommodation his name shall be placed at the bottom of the list on that date, provided he applies.

14. Possessing more than one accommodation.-

14.1No employee shall keep more than one accommodation at the same time in possession.

14.2If anemployee is found in possession of more than one accommodation at the sa time, the allotments of all the houses or flats in his possession shall be cancelled.

14.3He shall be charged rent at the rate of one rental ceiling per month of his entitlemen for possessing any additional accommodation over and above his entitlement.

14.4He shall be liable to disciplinary action for misconduct under the relevant rules or laws.

14.5A employee who is found guilty under sub-rule(4) shall be disqualified for any allotment in future, for ten years.

14.6On becoming eligible for accommodation his name shall be placed at the bottom of the list on that date, provided he applies.

15. Possessing accommodation by married couple.-

15.1No Married couple shall keep more than one allotted accommodation at the same time.

15.2Where the couple is found in possession of more than one accommodation at the same time, allotted accommodations shall after providing reasonable opportunity of show cause, be cancelled from their names.

15.3They shall be charged rent at the rate of one rental ceiling for the entire period of retaining additional accommodation.

15.4They shall be liable to disciplinary action for misconduct under the relevant rules or laws.

15.5 The employee who is found guilty in proceeding under sub-rule(4) is taken under this rule shall be disqualified for future allotment of accommodation for ten years.

15.6On becoming eligible for accommodation, his name shall be placed at the bottom of the list on that date, provided he applies.

16. Making structural changes in allotted accommodation.-

16.1An allottee shall not carry out or maintain any additions, alterations or encroachments to the allotted premises or demolish any part thereof without the prior approval of the Vice Chancellor, through the Estate Office. This does not include normal repairs and maintenance of the existing structure and installations (including but not limited to the geezer, air conditioner, dish antenna, sheds, etc.).

16.2If it is established that an employee has carried out any unauthorized addition, alteration encroachments or demolition of any part of the premises then his allotment shall be liable to cancellation and the allottee shall be evicted thereafter:

Provided that such an allottee shall be given a notice before eviction:

Provided further that the cancellation order and notice may be withdrawn if the allottee demolishes such unauthorized additions or alterations or encroachments or reconstruct the demolished part at his own cost.

16.3An employee against whom action is taken under this rule shall be disqualified for future allotment for a period of five years and the cost for demolition of such additions or alterations or encroachments or reconstruction as assessed by the university shall be recovered from such employee or his family.

16.4On becoming eligible for accommodation his name shall be placed at the bottom of the list on that date, provided he applies.

17. Not residing in allotted accommodation.-

17.1If an allottee or his family does not ordinarily reside in the allotted accommodation or allows some other person to live in the allotted accommodation, the allotment shall be liable to be cancelled.

17.2Anemployee whose allotment is cancelled, shall be disqualified for a period of five years and he shall be liable to disciplinary action for misconduct under the relevant rules or laws.

17.3On becoming eligible for accommodation, his name shall be placed at the bottom of the list on that date provided he applies.

18. Non-payment of rent.-

Where an allottee is in arrears of rent for three consecutive months, the allotment of accommodation shall be liable to cancellation and the allottee shall be evicted thereafter: Provided that such allottee shall be given one month's notice before eviction: Provided further that the cancellation order and notice may be withdrawn if the allottee produces documentary evidence within the notice period to the effect that he had been paying rent regularly and/or he agrees to pay the dues along with his outstanding dues. The Estate Office will impose a penalty of 10% of the pending dues, beyond this three month period of non-payment of rent, in case any settlement is made with allottee and the Estate Office that allows the allottee to continue with the residence at mentioned rented place.

19. Provision of wrong information to obtain undue benefits.-

If at any stage it is found that an employee has provided wrong information, which may be concerning his seniority, pay scale of his entitlement etc., including the information provided in the census form, his accommodation will be cancelled and he shall be liable to disqualification for a period of five years and shall also be liable to disciplinary action for misconduct under the relevant rules or laws.

20. Curbing unsocial practices.-

20.1Allottees or their family members shall abstain from all such actions or activities as may cause nuisance or inconvenience to other residents of the locality. Resorting to encroachments, littering, uncivilized behavior or lack of civic sense may be treated as activities as may cause nuisance for this purpose.

20.2Such practices may lead to cancellation of allotment or disqualification for further allotments for five years.

20.3On becoming eligible again, he shall be placed at the bottom of the list, provided he applies.

21. Allotments made in violation of rules.-

The University may, at any stage, cancel the allotment made in violation of rules.

22. Unauthorized occupation.-

22.1The Estate Office shall carry out ejectments of unauthorized occupants from the university owned or hired accommodation under the directives of the competent authority.

22.2The ejectment of trespassers from the University or hired accommodation shall be carried out by the concerned Estate Office, immediately without serving any notice on the trespasser and First Information Report shall be lodged against the trespasser by the Estate Office.

22.3In order to expedite the eviction under sub-rule (1), the Estate Office shall arrange disconnection of services like water supply, gas, electricity and telephone of house under illegal occupation.

22.4In case an accommodation is occupied or retained without legitimate allotment or trespassed, the Estate Office shall charge rent at the rates given below from the occupant for the period of unauthorized occupation or retention.

(a) In case of unauthorized retention beyond legally allotted period, rent equivalent to one rental ceiling of the category of his entitlement or the category of the house under occupation, whichever is more, shall be charged for each month for the entire period of unauthorized occupation;

(b) In case of trespassing or unauthorized occupation, rent equivalent to two rental ceilings of the category of his entitlement or the category of the house occupied, whichever is more, shall be charged for each month for the entire period of unauthorized occupation;

(c) An employee against whom action is taken under this rule shall be liable to disciplinary proceedings under the relevant rules or laws; and

(d) a person other than employee shall be liable to criminal proceedings for being in illegal possession of university property.

CHAPTER VIII-RECOVERY OF RENT AND HOUSE RENT ALLOWANCE

23. Rent.-

23.1Unless entitled to rent free accommodation the allottee of a accommodation shall be charged normal rent in case of allotment of accommodation of entitlement or fixed rent, if the allotted accommodation is of temporary nature or of a class or category lower than his/her entitlement.

23.2The Estate Office shall obtain a rent recovery return produced on computer from the accounts office concerned and issue No Demand Certificate under rule 11 accordingly.

23.3It shall be the responsibility of the treasurer office to recover rent according to the demand statement from occupants of the accommodation in Basic Pay Scale 1 to 22.

23.4The treasurer office shall report to the Estate Office the factual position of recovery by posting the amount recovered in the relevant column of demand statement and return the same to the Estate Office by the fifteenth of next month.

23.5Anemployee who vacates a house or quarter or flat or accommodation shall be allowed house rent allowance only after obtaining a certificate from concerned Estate Office that the official is not occupying a University or hired accommodation.

CHAPTER IX-MISCELLANEOUS

24. Reporting of transfer, retirement, posting abroad etc.-

Within a fortnight of the transfer, retirement, resignation, dismissal or removal from service or in the event of the death of an allottee or of his proceeding abroad on training or deputation, the Registrar Office or the head of the department of the allottee, as the case may be, and the allottee himself shall be responsible for reporting any such fact to the Estate Office through his department.

25. Direction by the competent authority.-

The University may, from time to time, issue such directions as it may deem necessary to carry out the purposes of this Rules.

26. Appeal and revision.-

26.1 Any employee aggrieved by any order or decision under this Rules may, within thirty days, prefer an appeal against such order or decision.

26.2 An appeal preferred by anemployee shall be heard and decided within thirty days by the Registrar, through grievances redressal committee and the aggrieved employee may, within fifteen days of the order apply for revision of the order to the Vice Chancellor who shall hear and decide the revision petition within thirty days and his decision shall be final.

27. **Residuary Provision:**
Where these rules do not contain provision relating to any matter affecting the allottee, a relevant provision in the Higher Education Commission or Government rules, if any, shall be deemed to be effective;

28. **Removal of Difficulties from, or Relaxation of, these Rules**
When the Syndicate is satisfied that the operation of any of these Rules causes or is likely to cause undue hardship to an allottee, it may, notwithstanding anything contained in these Rules, deal with the case of such subscriber in such manner as may appear to the Syndicate to be just and equitable;

29. **Interpretation**
If any question arises relating to the interpretation of these Rules, it shall be referred to a Committee to be constituted under these Rules. The decision of the committee on such matter shall be final;