

**The Jammu and Kashmir Allotment of Municipal Corporation Residential
Accommodation Bye-laws, 2020.**

PART 1
GENERAL

- 1. Short title, extent and commencement.**— (1) These Bye-laws may be called the Jammu and Kashmir Allotment of Municipal Corporation Residential Accommodation Bye-laws, 2020.
- (2) These shall apply to all the Municipal Corporations of Union territory of Jammu and Kashmir.
- (3) These shall come into force on the date of their adoption by the concerned Corporation.
- 2. Definitions.**— (1) In these Bye-laws, unless the context otherwise requires.—
- (a) "Act" means The Jammu and Kashmir Municipal Corporation Act, 2000.
- (b) "Administrative Department" means Housing and Urban Development Department, Jammu and Kashmir.
- (c) "Allotment" means the grant of license to occupy a residential accommodation in accordance with these Bye-laws.
- (d) "Allotment Committee" means a committee constituted under clause 8 of these Bye-laws for allotment of residential accommodation in accordance with the provisions of these Bye-laws and matters connected thereto.
- (e) "Allotment year" means the year beginning on 1st January or other such period as may be notified by the Corporation in this behalf.
- (f) "Allottee" means a person in whose favour any residential accommodation is allotted.
- (g) "Authorized Officer" means an Officer appointed under clause 35 of these Bye-laws by the Corporation to perform such duties as may be assigned by the Corporation for evicting unauthorized occupants.
- (h) "Commercial assets" shall include Shops/Open space/garages/godown/community hall/basement or any other asset allotted for commercial purpose.
- (i) "Commissioner" means Commissioner of Municipal Corporation appointed by the Government.
- (j) "Employee" means whole time Employee of the Corporation appointed on regular basis or an employee(s) on deputation but does not include person appointed under projects, schemes or on adhoc / casual basis or under NGO.
- (k) "Family" means the wife or husband, as the case may be, and children, step-children, legally adopted children, parents, daughter – In-Law (who is the widow of a pre-deceased son), unmarried brothers or sisters as ordinarily reside with, and are dependent on the allottee.
- (l) "Government" means Government of Jammu and Kashmir.
- (m) "License fee" means a fee as notified under Clause 21 of these byelaws, payable in respect of the residential accommodation by the allottee.
- (n) "Municipal Area" means the territorial area of the Corporation declared under the Act.

- (o) "Own House" means a building or part thereof meant for residential purposes and owned by the allottee or by any member of his family within the jurisdiction of the Municipality.
- (p) "Penalty" means a compensation to be levied in the event of unauthorized occupation or subletting or misuse of whole or any part of accommodation by the occupant of the accommodation.
- (q) "Rehabilitation" means restoring someone to another location (open space/shop) from the previous location which has been demolished under any development project from time to time by the Govt.
- (r) "Residential Accommodation" means a quarter / flat for the purpose of residence allotted in favour of an officer/employee /non-employee on the recommendation of the Allotment Committee concerned under these Bye-laws.
- (s) "Special license fee" means a license fee charged from allottees for short period or temporary allotment of accommodation for special purposes;
- (t) "Subletting" means letting out of residential accommodation or commercial asset partly or wholly by an allottee to any person without the knowledge / permission of the Corporation.
- (u) "Surrender of accommodation" means vacation of accommodation after physical occupation of the accommodation by the allottee on his own volition during the allotment period;
- (v) "Temporary transfer" means a transfer of allottee to another place, which involves an absence for a period not exceeding four months from the place where the accommodation is allotted;
- (w) "Transfer" means a transfer from the present working place where the accommodation is allotted to any other working place or from an eligible office to ineligible office and includes a transfer or repatriation to service under a Union Territory administration and includes deputation to a post in an ineligible office or organization;
- (x) "Unauthorized occupation" in relation to the residential accommodation, means the occupation by any person of the residential accommodation without authority for such occupation and includes the continuance in occupation by any person of the residential accommodation after the period for which he was allotted the accommodation by the Competent Authority has expired or has been determined for any reason whatsoever.

(2) Words and expressions used but not defined in these Bye-laws shall have same meaning as assigned to them in the Jammu and Kashmir Municipal Corporation Act, 2000.

3. Non-Eligibility for allotment of residential accommodation.— The residential accommodation shall not be allotted to a person who owns or possesses a house in the municipal limits of the Corporation, whether in proprietorship or lease or otherwise, whether by himself or through his family members.

4. Classification of residential accommodation and Entitlement.— Allotment shall be made by reference to the following categories:

S.No	Type of Accommodation	Entitlement
1.	Independent VIP Bunglows	Mayor, Deputy Mayor, Commissioner
2.	Type –I Four or above BHK	Officers in the Pay Level 11 and above
3.	Type –II three BHK	Officers in the Pay Level 8 and above
4	Type – III Two BHK	Officials in the Pay Level 6 and above
5.	Type – IV - 1 BHK	Officials upto Pay Level 6

In case of persons other than employees, they shall be considered only for Type –II, III and IV residential accommodation depending upon availability and choice of the applicant.

Provided that an officer/official holding a post in OPG shall be eligible for the type of accommodation as per the post he is holding in the Corporation / Government ;
 Provided further that in case the accommodation for which an employee is eligible is not available, he shall be provided lower type accommodation as per the available accommodation.

5. Waiting lists and priority for different types of accommodations.—A single waiting list shall be prepared for each type of accommodation.

- (i) The waiting list shall have names of the applicants applied for initial as well as for change of accommodation and shall be prepared as per entitlement for a type of accommodation.
- (ii) The names of applicants entitled for Type I and above accommodation shall be included in all unified waiting lists of below types of accommodation for which they are eligible.
- (iii) The names of applicants entitled for Types II, III and IV accommodation shall be included in all unified waiting lists of one type below accommodation for which they are eligible.
- (iv) The allotment of residential accommodation shall be made by the Corporation in accordance with the criteria laid hereunder.—
 - a. Preference for allotment of residential accommodation shall be as per the eligibility under Clause 4 of these Bye-laws.
 - b. Employees on deputation to the Corporation shall also be considered for allotment.
 - c. The category of allotments which are not municipal corporation employees shall be considered for remaining available residential accommodation. For allotting such residential accommodation the Corporation shall advertise the same through media and website and invite applications for the same. The applications shall be considered by the Allotment Committee in light of provisions of these Bye-laws for appropriate decision.

- (v) The date of priority in respect of accommodation shall be determined on the basis of the date of joining of the employee in the service and the eligibility for the type of accommodation shall be decided as per level of the applicant in the pay matrix and the post he is holding:

Provided that an applicant can apply for lower type accommodation than the type for which he is eligible.

Provided further that where the priority date of two or more applicants is the same, the applicant having a higher pay level shall be senior in the waiting list; where the date of priority and the pay in the level of two or more applicants are the same, the applicant who has joined the service earlier shall be senior in the waiting list; and where the date of priority, pay in the level and the date of joining the service of two or more applicants are the same, the applicant retiring earlier may be accorded priority over the applicant retiring later.

6. Criteria for Allotment.— The residential accommodation available with the Corporation shall be allotted to its employees. Four percent accommodation shall be reserved for Specially abled employees of the Corporation. However, after all the waiting lists of the employees have been considered and decision has been taken as per the provisions of these Bye-laws, the remaining accommodation shall be allotted in the following order of priority:

- a. Rehabilitation of displaced persons whose residential accommodation has been demolished due to any developmental project by the Corporation or rehabilitation of persons under specific orders of the Government 7%
- b. Specially abled employees of UT of J and K- 4%
- c. Permanent employees of the UT of J and K -80%
- d. Judiciary Employees – 5%
- e. Militancy Affected Persons – 4%

Provided that in case there is no applicant for a particular category the prescribed quota of that category shall be equally distributed amongst the categories where the number of applicant is more than the available quota of that category.

PART 2

ALLOTMENT PROCEDURE

7 Application for allotment of residential accommodation.—

- (i) Every employee on joining duty on his first appointment or on transfer, or any other non – employee applicant may make an application online or manually to the Commissioner, Municipal Corporation for allotment of accommodation to which he is eligible under these Bye-laws and the entitled type of accommodation shall be offered as per the priority in accordance with these Bye-laws having regard to the allottee's preference:

Provided that no application shall be entertained for accommodation if the employee is retiring on superannuation in the next six months.

- (ii) The applicant shall furnish particulars in the form specified by the Commissioner which shall be verified by a Municipal Corporation officer and in case of any discrepancy in the application or furnishing of incorrect information in the application, the applicant and the verifying officer shall be liable for furnishing of incorrect information and disciplinary action shall be taken against them including cancellation of allotment of accommodation if allotment was made based on incorrect information.

8. Residential Allotment Committee.— The Corporation shall constitute a residential Allotment committee comprising Commissioner, concerned Joint Municipal Commissioner, Chief Accounts Officer, Engineer In-charge of Engineering section and any other officer which the Corporation deems necessary for the purpose of allotment of residential accommodation. The Allotment Committee shall also determine the monthly license fee to be levied to the employees of the Corporations/Government. Further it shall also work out market rate of license fee based on location, area, type etc of the residential accommodation to be levied under the provisions of these Bye-laws and special license fee for temporary allotment of accommodation for marriage or social purposes.

9. Offer of allotment of accommodation.—

- (i) Save as otherwise provided in these Bye-laws, accommodation falling vacant in all types will be allotted by the Allotment Committee to the applicant applying for initial allotment or for change of accommodation from the waiting list for that type of accommodation under these Bye-laws.
- (ii) The Committee may, in emergent circumstances where the accommodation in occupation of the allottee is required to be vacated, allot him an alternate accommodation of the same type of accommodation or the type next below the type of accommodation in occupation of the allottee, subject to availability.

10. Period for which allotment subsists.—

- (i) An allotment shall be effective from the date on which it is accepted by the allottee and shall continue for the period mentioned in the agreement; which shall normally be one year.
- (ii) Subject to the Clause 19 of these Bye-laws , the agreement shall be deemed to have been expired after the allottee ceases to be on duty in the Corporation if;
 - a. it is cancelled by the Commissioner or is deemed to have been cancelled under any provision of these Bye-laws;
 - b. it is surrendered by the allottee or the allottee ceases to occupy the residence.
 - c. The allottee has been transferred from the Corporation to his / her parent department or in any other department.

11. Acceptance of Allotment.—

- (i) An offer of allotment of an accommodation shall be accepted by the allottee within eight days from the date of allotment of the accommodation.

- (ii) The allottee may accept the allotment of the accommodation by himself or through an authorized representative.

12. Process after Acceptance.—

- (i) After acceptance of the allotted accommodation, the allottee shall take physical possession of the accommodation from the Municipal Corporation or from any other maintenance agency, as the case may be, within five working days from the date of receipt of the acceptance letter and the Municipal Corporation or any other maintenance agency, as the case may be, shall hand over the allotted accommodation to the allottee.
- (ii) In case the allotted accommodation is not ready for immediate occupation, Municipal Corporation shall issue a Technical Occupation Report to the allottee on receipt of authority letter from the Committee/Corporation.
- (iii) The Municipal Corporation shall issue a Physical Occupation Report to the allottee once the accommodation is ready for occupation and after handing over the accommodation to the allottee in habitable condition.

13. Non-acceptance of allotment or offer or failure to occupy the allotted accommodation after acceptance.—

- (i) If any allottee fails to accept the allotment of a residential accommodation within 8 days from the date of allotment of the said accommodation, or fails to take possession of that accommodation within five working days from the date of receipt of the letter of authorization, he shall be debarred to apply for accommodation for a period of 1 year from the date of non-acceptance of allotment.
- (ii) The date of non-acceptance of allotment shall be calculated from the date of allotment.
- (iii) If an allottee occupying a lower type of accommodation refuses to accept the offer of an accommodation of the type for which he is eligible under these Bye-laws, he shall be permitted to continue in the previously allotted accommodation:

Provided that such allottee shall not be eligible for another allotment for a period of six months from the date of non-acceptance of such allotment

14. Reconsideration.— Request for reconsideration in cases of non-acceptance of allotment within the specified time shall be considered by the Municipal Corporation if an application for reconsideration is made to the Allotment Committee in the following cases:

- (i) intervening Gazetted holidays during the eight days period;
- (ii) delay in forwarding of prescribed acceptance form from the office concerned;
- (iii) the allottee on official tour during the acceptance period;
- (iv) other valid reasons provided by the allottee;
- (v) the allotted accommodation is occupied by another allottee;
- (vi) the allottee is unwilling to pay the pending dues of the previous occupants relating to electricity or water, etc.

15. Allotment to an allottee under suspension.— Subject to the provision of these Bye-laws, allotment of accommodation to an allottee under suspension shall be made as if suspension has not taken place.

16. Allotment of accommodation on unsafe or dangerous grounds.—

- (i) An allottee, whose residential accommodation is unsafe or dangerous/ unhabitable, may make an application to the Corporation to declare such accommodation as unsafe or dangerous for living and an officer not below the rank of an Executive Engineer or equivalent officer in Corporation satisfying himself that the accommodation concerned is unsafe or dangerous, issue a certificate of declaration to the effect, in writing and enter the accommodation in the Unsafe Accommodation Register.
- (ii) In cases where a residential accommodation is declared as unsafe or dangerous, an alternate allotment of same type of accommodation shall be made on priority by identifying, vacant accommodation in the same locality or nearby locality for allotment and such occupants would be given priority in the same type of accommodation over the waiting list;

17. Allotment to husband and wife.—

- (i) No officer / employee shall be allotted residential accommodation under these Bye-laws if the wife or husband as the case may be has already been allotted a residential accommodation unless such accommodation is surrendered.

Provided that this clause shall not apply where the husband and wife are residing separately in pursuance of:

- a. An order of judicial separation made by any Court, or
 - b. an order to proceed to frame and record the issues for settlement of the proceedings by any Court in which a petition filed by either spouse for dissolution of marriage by a decree of divorce is pending and either of them has furnished an undertaking to surrender the accommodation allotted to her or him forthwith in case of revival of conjugal rights with her or his spouse.
- (ii) Where two allottees in occupation of separate residences allotted under these Bye-laws marry each other they shall, within one month of the marriage surrender one of the residences.
 - (iii) If one of the accommodation is not surrendered as required under clause (ii) the allotment of the residential accommodation of the lower type shall be deemed to have been cancelled on expiry of such period and if the residences are of the same type, the allotment of one of them, as the Municipal Corporation may decide, shall be deemed to have been cancelled on the expiry of such period.

18. Temporary allotment of accommodation for marriage or social functions.— The temporary allotment of vacant or surplus residential accommodation for marriage or social

purposes shall be governed by the guidelines issued by the Corporation from time to time. Such temporary allotments shall be levied special license fee notified by the Corporation.

PART 3
RETENTION OF ACCOMMODATION

19. Concessional period of retention.—

- (i) The allottee may, subject to the conditions laid down in these Bye-laws, be permitted to retain the accommodation on the happening of any of the events specified in column (2) of the table below, for the period specified in the corresponding entry in column (3) thereof, provided that the accommodation is required for the bonafide use of the allottee or members of his family:

Table

S. No.	Events	Permissible period for retention of the residential accommodation
(1)	(2)	(3)
1	Resignation, dismissal, removal from service, termination of service or unauthorized absence without permission.	One month on normal license fee
2	Retirement, voluntary retirement, retirement on medical grounds or repatriation to parent organization.	Three months on normal license fee
3	Death of the allottee To eligible spouse or ward in case of death of the allottee or in case of missing persons (from the date on which Police authority have certified the employee is missing)	Twelve months on normal license fee provided the deceased or missing allottee or any member of the family does not own a house at the place of occupation of accommodation.
4	Transfer to a place outside territorial area of the Corporation.	Two months on normal license fee plus six months on double license fee)
5	Transfer outside the Union Territory	Three months on normal license fee
6	All authorized and sanctioned Leave	For the full period of leave
7	Allottee other than Corporation/Government employee	Fifteen days after expiry of the period of allotment on normal license fee

Explanation: During the extended retention as provided above, the concerned allottee shall be charged normal license fee except otherwise provided, and in no circumstances there shall be concession or relaxation at the cost of corporation ex-chequer. However, further retention of the residential accommodation till vacation shall invite damages at the market rates of the license fee as assessed by

the Allotment Committee, plus 10% compound interest on monthly basis, in addition to other necessary steps for eviction.

- (ii) All allottees of the residential accommodation shall furnish a self-certificate to the Commissioner in case they are on leave for more than six months and retention of accommodation is required for family.

20. Retention of residential accommodation by the employees.—

- (i) Corporation employees can retain their allotted residential accommodation on deputation to outside the Corporation on proper application and retention orders thereof issued by the Corporation provided that such accommodation is to be used by their families for study of their children or for a bonafide reason to be mentioned in the application form duly supported by affidavit attested by the Judicial Magistrate of territorial jurisdiction of Jammu/Srinagar Courts only.
- (ii) Any employee who has retained the residential accommodation after proper retention order, if found having sublet the accommodation to some other person shall invite eviction proceedings and his allotment shall be deemed to have been cancelled. No further allotment of residential accommodation shall be made in his favour.
- (iii) The officer / employee who does not retain accommodation shall handover the possession of the residential accommodation to the Corporation against proper receipt. If the residential accommodation is kept locked by the allottee, the license fee for the period the residential accommodation is kept locked shall be borne by him. Further, retention of the residential accommodation beyond permissible time till vacation shall be charged with market rates of the rent as assessed by the Allotment Committee, plus 10% compound interest on monthly basis.

PART 4:

LICENCE FEE FOR ACCOMMODATION

21. Payment of licence fee for residential accommodation.—

- (i) The normal rate of license fee shall be notified by the Corporation on the recommendation of the Allotment Committee.
- (ii) The market rate of license fee shall also be notified by the Corporation on the recommendation of the Allotment Committee. The market rate in addition to other factors should also take into account the market rate, location, type, area etc of the accommodation. Similarly, special license fee for temporary allotment shall also be notified by the Corporation on the recommendations of the Allotment Committee.

- (iii) Where allotment of accommodation or alternative accommodation has been accepted, the liability for licence fee shall commence from the date of physical occupation of the accommodation.
- (iv) An allottee who, after acceptance, fails to take possession of that accommodation within eight days from the date of receipt of the authority letter shall be charged one month licence fee from the date of allotment:
- (v) Provided that this provision shall not apply in case the maintenance agency does not hand over the accommodation in a habitable condition to the allottee within the prescribed period or the accommodation is not ready for physical occupation for any other reason.
- (vi) An allottee shall remain personally responsible for any licence fee payable in respect of the accommodation and for any damages caused to the accommodation or its precincts or grounds or services provided therein by the Government beyond fair wear and tear.
- (vii) In case licence fee has not been received continuously for a period of four months from an allottee or the Drawing and Disbursing Officer of office of the allottee, the allotment of accommodation of the concerned allottee shall be cancelled.
- (viii) Any employee who has been allotted residential accommodation shall not be paid HRA.

22. Fixation or revision of licence fee for accommodations.—The Allotment Committee shall revise normal, market and special rates of the license fee for residential accommodation every three years, separately for each type of accommodation. The revised rates shall take effect from the 1st April of the year in which the revision is due, or from such other date as the Government may direct.

23. Charging of Licence Fees .—

- (i) The Govt. officers / employees other than Corporation officers / employees on deputation from other departments to Municipal Corporation shall pay the same license fee as the corporation employee.
- (ii) The category of occupants of Corporation residential accommodation who are neither government employees nor Corporation employee and have been allotted Corporation accommodation under proper allotment orders, shall have to pay the rent as per market rate as may be fixed by the Corporation on the recommendations of the Allotment Committee.
- (iii) The liability for payment of license fee shall commence from the date of handover.
- (iv) Where an officer / employee who is in occupation of a residential accommodation is allotted another residential accommodation and he occupies the new residential accommodation, the allotment of the former residence shall be deemed to have been cancelled from the date of occupation of the new residential accommodation. He may, however, retain the former residential accommodation without payment of licence fee for that day and the subsequent day for shifting. If the former residential accommodation is not vacated by the subsequent date as aforesaid, the officer / employees will be liable to pay charges for use and occupation of the residential

accommodation at market rates plus 10% compound interest with effect from the date they are taking possession of the later residential accommodation.

24. Personal liability of the occupant for payment of license fee till the residential

accommodation is vacated.—The allottee to whom a residential accommodation has been allotted shall be personally liable for the license fee thereon and for any damage beyond fair wear and tear caused thereto to the Corporation property during the period for which the residential accommodation has been and remains allotted to him / her or where the allotment has been cancelled under any of the provisions of these Bye-laws until the residence alongwith out-houses and apartments have been vacated and vacant possession has been restored to the Corporation.

25. Payment of licence fee in advance for retention of accommodation.—All the allottees

of accommodation shall pay the requisite licence fee in advance for retention of the accommodation allotted to them.

26. Special licence fee for temporary allotment of accommodation.—The rates of special

licence fee to be charged for temporary allotment of accommodation may be notified by the Corporation from time to time on the recommendations of the Allotment Committee.

27. Recovery of licence fee from allottee in instalments in certain cases.—

- (i) The request for recovery of arrears of licence fee in installments may be considered only in deserving cases from an allottee subject to the condition that the allottee agrees to pay twenty percent of the dues in lumpsum in advance. The balance may be recovered in equated monthly installments. The installments should commensurate with the allotment period specified in the agreement, and in no case should exceed it. The installment shall be levied interest rate applicable to the General Provident Fund for the relevant period.

Provided further that the allottee shall furnish surety from a permanent Government employee who may not retire on superannuation before the total amount is recovered and in case, the surety takes voluntary retirement or die in harness or leave service otherwise, the concerned employee shall make arrangements for other surety.

- (ii) In case the allottee is an employee and a victim of any calamity, natural or otherwise, the portion of outstanding dues not realised or recovered till then shall be adjusted from the gratuity payable to him.

PART 5:
CHANGE OF ACCOMMODATION

28. Change in same type or entitled higher type of accommodation.—

- (i) An allottee to whom an accommodation has been allotted under these Bye-laws may apply for a change to another same type of accommodation only after taking physical possession of accommodation allotted under initial allotment.
- (ii) Only one change shall be allowed in the same type of accommodation to the allottee.
- (iii) An allottee, who intends to change the accommodation already allotted to him shall make an application to the Commissioner, and thereafter, the name of such allottee shall be included in the concerned type unified waiting list.
- (iv) The change of same type of accommodation shall be offered as per the priority in accordance with these Bye-laws and having regard to the allottee's preference:

Provided that no change in the same type of accommodation shall be allowed to an employee who is retiring on superannuation within six months.

- (v) If an allottee fails to accept a change of accommodation offered to him within eight days of the issue of such offer or allotment, he shall not be considered again for a change of accommodation for that type of accommodation.
- (vi) An allottee who, after accepting a change of accommodation fails to take possession of the same, shall be charged one month license fee for such accommodation in accordance with the provisions of these Bye-laws in addition to the normal license fee for the accommodation already in his possession the allotment of which shall continue to subsist:
 - Provided that if the Corporation fails to make the accommodation offered on change habitable within the prescribed time period, a certificate from the concerned Executive Engineer shall be furnished in this regard by Corporation and allottees will be exempted from payment of license fee for the intervening period in such cases.
- (vii) The allottee shall ensure before applying for change of accommodation that he continues to be entitled for that type of accommodation on the basis of revised entitlement as well as other conditions governing such change of accommodation and the Corporation shall verify this fact before accepting the prescribed acceptance form of the applicant.
- (viii) No change of accommodation shall be allowed to an allottee under this Clause if an enquiry is under progress against the allottee on the charge of subletting.

29. Change of accommodation on medical grounds.—Requests for change on medical grounds may be entertained only in such cases where the allottee or a member of his family living with him, after the allotment of the accommodation has developed a disease necessitating change of accommodation:

Provided that a medical certificate from a Head of Department of the Specialty of concerned disease of a Government Hospital indicating the nature and extent of physical handicap or disease and recommending such a change is furnished.

PART 6:
SURRENDER OF ALLOTMENT OF ACCOMMODATION

30. Surrender of an allotment and period of notice.—

- (i) An allottee may surrender an allotment of accommodation at any time during the allotment period by giving intimation to the Corporation at least five days before the date of vacation of the residential accommodation. The allotment shall be deemed to be cancelled with effect from the sixth day after the day on which the letter is received by the Municipal Corporation or the date specified in the letter whichever is later. If he fails to give such notice, he shall be responsible for payment of the license fee till his allotment is cancelled after receiving written notice from him.
- (ii) An allottee who surrenders the residential accommodation under Clause 30 (i) of these Bye-laws shall not be considered again for allotment of residential accommodation at the same station for a period of one year from the date of such surrender.
- (iii) Advance license fee, if paid, shall not be refunded.

PART 7:
MAINTAINANCE OF ACCOMMODATION

31. Maintenance of accommodation by the allottee.—

- (i) The allottee to whom a residential accommodation has been allotted shall maintain the residence and premises in a clean condition and such allottee shall not grow any tree, shrubs or plants contrary to the instructions issued by the Corporation or by its maintenance agency nor cut or lop off any existing tree or shrubs in any garden, courtyard or compound attached to the accommodation save with the prior permission in writing of the concerned maintenance agencies.
- (ii) Trees, plantation or vegetation, grown in contravention of this Clause may be caused to be removed by the concerned maintenance agency at the risk and cost of the allottee concerned.

32. Co-operation with maintenance agency by the allottees to carry out repair works.—

- (i) All allottees of accommodation will cooperate with respective maintenance agencies/Corporation of residential accommodation in carrying out all kinds of repair or renovation works.
- (ii) In case a complaint for non-co-operation is received from maintenance agency/Corporation against any allottee, strict action shall be taken against him as per these Bye-laws and the instructions issued by the Corporation from time to time.

33. Misuse of residential accommodation for trade or business or any commercial or any other unauthorised activity.—

- (i) The accommodation shall be used for residential purpose only by the allottee and other authorized persons as per these Bye-laws.
- (ii) Action shall be taken against the allottee for unauthorized use of the allotted residential accommodation, either partially or fully, for trade or business or any commercial or any other unauthorized activity, as per these Bye-laws and instructions issued by the Corporation in this regard from time to time.

34. Payment of requisite charge or fee for public utility services.—

- (i) The allottees of accommodation shall pay the charges and fees for all utility services such as electricity, water ,etc., regularly on receipt of the bill for such payment.
- (ii) In case an allottee has not paid the dues to the public utility authorities before vacation or surrender of the accommodation, vacation or surrender of accommodation shall not be accepted by the Corporation.

PART 8

UNAUTHORIZED OCCUPATION

35. Authorized Officer.—The Corporation shall appoint an officer not below the rank of Assistant Commissioner, as Authorized Officer for exercising powers under this part for issuance of vacation notice, show cause notice, cancellation order and carrying out eviction proceedings etc for ousting unauthorized occupants from residential accommodation of the Corporation.

36. Unauthorised occupation after cancellation of allotment.—Where, after an allotment of accommodation has been cancelled or is deemed to have been cancelled under any provisions of these Bye-laws, the accommodation remains or has remained in occupation of the allottee to whom it was allotted or of any person claiming through, such allottee shall be liable to pay damages at the market rate of license fee plus 10 percent compound interest on monthly rests, for use and occupation of the accommodation, services, furniture and garden charges.

37. Issue of vacation notice and show cause notice to the allottees.—

- (i) The vacation notice shall be issued to all the allottees of accommodation or to their families at least thirty days before the date of expiry of the permissible period of retention and where the agreement is not renewed.
- (ii) In case where the allottees have not vacated the quarters after expiry of permissible retention period, the concerned authority will issue show cause notice to such unauthorized occupants.
- (iii) Disciplinary proceedings against Corporations employees who are residing unauthorisedly shall be initiated.
- (iv) In case of failure to vacate the allotted accommodation, the matter shall be referred to the Corporation for appropriate disciplinary action against him and damages shall be charged for such unauthorized occupation.

38. Issue of notice to show cause against order of eviction.—

- (i) The authorized officer shall issue in the manner hereinafter provided a notice in writing calling upon such person concerned (or allottee) to show cause why an order of eviction should not be made.
- a. The notice shall-
- specify the grounds on which the order of eviction is proposed to be made; and
 - require all persons concerned, who are, or may be, in occupation of or claim interest in, the residential accommodation,-
- 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
- to appear before the (authorized officer) on the date specified in the notice along with the evidence which they intend to produce in support of the cause shown, and also for personal hearing, if such hearing is desired.
- b. The authorized officer shall cause the notice to be served by having it affixed on the outer door or some other conspicuous part of the residential accommodation, and in such other manner as may be prescribed, whereupon the notice shall be deemed to have been duly given to all persons concerned.
- c. Where the authorized officer knows or has reasons to believe that any persons are in occupation of the public premises, then, without prejudice to the provisions of sub-clause (b) he shall cause a copy of the notice to be served on every such person by post or by delivering it to that person or in such other manner as may be prescribed

39. Eviction of unauthorized occupants.—

- (i) After considering cause, if any, shown by any person in pursuance of a notice under Clause 38 and any evidence produced by him in support of the same and after personal hearing, if any, the Authorized Officer is satisfied that the public premises are in unauthorized occupation, the Authorized Officer shall make an order of eviction, for reason to be recorded therein directing that the residential accommodation 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.
- (ii) If any person refuses or fails to comply with the order of eviction on or before the date specified in the said order or within seven days of the date of its publication whichever is later, the Authorized Officer or any other officer duly authorized by the Commissioner in this behalf may after the date so specified or after the expiry of the period aforesaid, whichever is later, evict that person from and take possession of, the residential accommodation and may, for that purpose, use such force as may be necessary.

PART 9:

SUBLETTING OF ACCOMMODATION

- 40. Procedure for conduct subletting inspection.—** The procedure to conduct subletting inspections by the authorized officials shall be such as may be specified by the Corporation from time to time.

41. Persons to reside with allottee.—

- (i) The allottee shall reside in the accommodation allotted to him with his family.
- (ii) In case any relationship ceases by any order of court of law, such relation shall not reside with the allottee.
- (iii) The servant quarters, out-houses and garages may be used for the bonafide purposes only as permitted by the Corporation.
- (iv) The allottee who shares the accommodation with his family shall furnish prior intimation to the Corporation in such form, as may be specified by the Corporation, furnishing full particulars of his family members or immediate relations residing in the accommodation allotted to him.

42. Subletting of accommodation.—

- (i) If an allottee to whom an accommodation has been allotted, unauthorizedly sublets the accommodation, the Corporation may without prejudice to any other disciplinary action that may be taken against him, cancel the allotment of the accommodation from the date of inspection.
- (ii) If an allottee sublets an accommodation allotted to him or any portion thereof in contravention of these Bye-laws, he may without prejudice to any other action that may be taken against him, be charged such damages from the date of inspection by the Corporation/maintenance agency, as may be determined by the Corporation from time to time, in this respect.
- (iii) The Corporation shall be competent to-
 - a. take all or any of the actions provided under this Clause;
 - b. declare the allottee to be ineligible for allotment of residential accommodation for the remaining period of his service;
 - c. intimate to the office of the allottee for initiating disciplinary proceedings for major penalty under the relevant Bye-laws.

43. Appeals.—

- (i) Divisional Commissioner of the concerned Division shall be the Appellate Authority for appeals against the eviction made under Clause 39.
- (ii) An appeal under sub-clause (i) above shall be preferred against an order issued under clause 39 within seven days from the date of publication of the order:

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

- (iii) Where an appeal is preferred from an order of the authorized officer, the appellate officer may stay the enforcement of that order for such period and on such condition as he deems fit:
- (iv) Every appeal under this clause shall be disposed of by the appellate officer within fifteen working days.
- (v) The costs of any appeal under this clause shall be in the discretion of the appellate officer.

44. Finality of orders.— Save as otherwise expressly provided in these Bye-laws, every order made by an authorized officer or appellate officer under these Bye-laws 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 these Bye-laws.

PART 10

CONSEQUENCES OF BREACH OF THESE BYE-LAWS

45. Consequences of breach of Bye-laws.—If an allottee to whom a residential accommodation has been allotted sublets partly or wholly the residence or shares it with unauthorized person(s) or erects an unauthorized structures in any part of the residential accommodation or uses any portion of it for any purposes other than that for which it has been allotted or tampers with electric or water connections or commits any breach of the regulations and terms and conditions of allotment or uses the residential accommodation or permits it to be caused for any purpose which the Corporation consider to be improper or conducts himself in a manner which, in the opinion of the Corporation is prejudicial to the maintenance of harmonious relation with neighbors or has knowingly furnished incorrect and false information in any application or written statement with a view to secure the allotment, the Corporation shall without prejudice to any other disciplinary action that may be taken against him under these Bye-laws, cancel the allotment of the residential accommodation.

Explanation: The expression “allottee” for purposes of this clause includes a member of his family and any person staying with the allottee.

PART 11

DELEGATION OF POWERS

46. Delegation of Powers and functions.—Cases of all fresh allotments shall be placed before the Mayor through the Commissioner for consideration and approval after the Allotment Committee have examined and recommended the allotment:

Provided that the Commissioner will dispose of the following cases under the provision of these Bye-laws.—

Renewal / change of allotment which are otherwise covered under the provisions of these Bye-laws.

Eviction of unauthorized occupants.

PART 12
MISCELLANEOUS

47. Continuance of residential accommodation allotment made prior to these Bye-laws.—

Allotments made by the Municipal Corporation from time to time for the residential accommodation of the Corporation in possession of any employee / non-employee / retiree or any other person which are not eligible under these Bye-laws shall be deemed to be unauthorized except in the case of presently serving employees in the Corporation, which too shall be re-visited and further continuation / allotment to be made afresh on year to year basis (not exceeding beyond one year in the first instance) as per these Bye-laws. However, for continuance of allotment in respect of non-employees / retired persons or any other person in possession of the residential accommodation of Corporation, shall be charged license fee at market rates. Provided that the further allotment / continuance of earlier allottee shall be governed as per the options made hereunder.—

Category of Allottee	Status	Option of retention or eviction
Employee(s) of the corporation	Still in service	Shall be allowed to continue to retain accommodation and normal license fee to be charged monthly as notified. However, said allotment made before these Bye-laws shall be re-visited and further shall come into force from the date of issuance continuation / allotment orders to be made afresh on year to year basis as per these Bye-laws.
Employees posted in corporation on deputation basis	Still posted in JMC/SMC	Allowed to continue residential accommodation and normal license fee to be charged monthly till they remain on deputation to the Corporation.
Occupants other than the employees including retired employees of the corporation or any other department.	Authorized occupants	Those occupants having valid allotment orders and intends to retain accommodation shall be allowed to continue subject to payment of license fee at market rates as may be determined under these Bye-laws with upward revision of rent @15% after every 3 years
Occupants other than the Original allottees	Un-authorized occupants	They shall be evicted under the relevant provision of these Bye-laws.

48. Renewal of Agreements.—Where an allottee has a valid allotment order and has entered into valid agreement with the Corporation, including those who have been allotted residential accommodation before notification of these Bye-laws shall be considered for renewal of their agreements under the provisions of these Bye-laws by the Allotment Committee till such allottees remain eligible for allotment of accommodation under these Bye-laws, on year to year basis for residential accommodation.

49. Interpretation of Bye-laws.—If any question arises as to the interpretation of these Bye-laws. It shall be referred to the Government for a decision and such decision shall be final.

50. Furnishing of information to the Government.—The Municipal Corporation shall furnish the information on the outcome of the disciplinary proceedings in respect of the concerned employee on proven subletting cases within one month after issue of orders in this regard.

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