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सीपज़ विशेष आर्थिक क्षेत्र प्राधिकरण
सीपज़ सेवा-केन्द्र भवन, सीपज़-विआक्षे
अंधेरी (पूर्व), मुंबई - 400 096.

SEEPZ SPECIAL ECONOMIC ZONE AUTHORITY
SEEPZ SERVICE CENTRE BUILDING, SEEPZ SEZ.
ANDHERI (E), MUMBAI - 400 096.

Circular no. 21 / Authority 01

File no. EMS/GC/AR/ 6/2015-16


Date: 26.08.2015

Sub: Allotment Rules of Accommodation in SEEPZ-SEZ Residential Complex.

The SEEPZ-SEZ Authority in its 26th Authority meeting held on 17th August, 2015 has approved the Allotment Rules of Accommodation in SEEPZ-SEZ Residential Complex.

This rule comes into force with effect from 1st June, 2015.

Yours faithfully


V.P. Shukla
Estate Manager
SEEPZ-SEZ Authority

To,
All officers and Staff

अध्यक्ष Chairperson 28290856

सचिव Secretary 28294729

प्रबंधक (संपदा) Manager (Estate) 28294725

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सीपज़ विशेष आर्थिक क्षेत्र प्राधिकरण के बढ़ते कदम - राजभाषा के संग

**SEEPZ SPECIAL ECONOMIC ZONE,
GOVERNMENT OF INDIA,
MINISTRY OF COMMERCE & INDUSTRY,
ANDHERI (EAST), MUMBAI - 400 096.**

ALLOTMENT RULES

I. SHORT TITLE & APPLICATION

- (a) These Rules may be called as "Allotment Rules of Accommodation in SEEPZ -SEZ Residential Complex, Mumbai, 2015"
- (b) They shall come into force with effect from 1st June 2015.

II. DEFINITIONS

In these Rules, unless there be something repugnant in the subject or context.

- (a) 'Allotment' means the grant of a licence to occupy a residence or a portion thereof owned by the SEEPZ-SEZ Authority, in accordance with the provision of these Rules.
- (b) 'Allottee' means a person to whom the residence is allotted.
- (c) 'Allotment Year' means the year beginning on January 1, or such other date as may be prescribed by SEEPZ-SEZ Authority.
- (d) 'Category' means the category of accommodation to which a person is eligible under Rule III.
- (e) (i) 'Estate Manager' means the Estate Manager of SEEPZ-SEZ Authority.
(ii) 'Authority' means the Chairperson of the SEEPZ-SEZ Authority.
- (f) 'Priority date' means in respect of lower type of accommodation is the date of joining the Government Service and for the higher type, the date on which the Officer starts drawing the relevant Grade Pay in the Central Government. Inter se seniority, among the same grade pay should be determined as per the current practice. If the Grade pay and date of joining in the service are also the same, then the date of Retirement will be considered on the principle that the officer retiring earlier may be accorded higher priority over the officer retiring later.
- (g) 'Emoluments' means the emoluments as defined in Fundamental Rules 45-G

- (h) 'Family' means as defined under CCS Rules as amend from time to time.
- (i) "Licence fee' means the sum of money payable monthly in accordance with the provisions of Fundamental Rules & Supplementary Rules as amended from time to time in respect of a residence allotted under these Rules.

III. CLASSIFICATION AND ENTITLEMENT /ELIGIBILITY OF QUARTERS

1. Eligible persons for the allotment :

The officers / staff posted under the jurisdiction of the Development Commissioner, SEEPZ-SEZ, either on deputation or any other form including the Outsource Staff :-

Types of Accommodation	Entitlement/ Eligibility
D	Development Commissioner, Jt. Development Commissioner.
C	Gazetted Officers of SEEPZ SEZ.
B	Non Gazetted Staff in SEEPZ SEZ with Grade pay of Rs. 2400/-PM and above.
A	Non Gazetted Staff in SEEPZ SEZ with Grade pay of less than Rs. 2400/-PM.
A & B	(1) Outsource staff either employed directly or through Service Provider.
	(2) Staff of Service provider, providing common facility in SEEPZ-SEZ, not under the employment of SEEPZ-SEZ.

Note:- For Outsourced Staff & Staff of Service Provider, Specific Additional Rules as prescribed in Annexure 'B' will also apply.

IV APPLICATION FOR ALLOTMENT

Applications for allotment of quarters will be made to the Estate Manager, SEEPZ-SEZ in the following manner:-

- (1) The Government Officers/ Staff will apply in prescribed form 'A'
- (2) Outsourced staff / Staff of Service provider as mentioned in Rule III will apply in prescribed form 'B'.

V CONDITIONS OF ALLOTMENT OF RESIDENCE

- (a) The residence allotted is for occupation by the officer and his/her family as defined in these rules for bonafide residential use only.
- (b) No officer shall claim allotment of a residence in any particular category as a matter of right.
- (c) The allottee or the member of his/her family and servants, who are permitted to occupy the residence, shall not carry out any commercial activities in or around the residence in complex.
- (d) Once a residence has been allotted to an officer, he/she shall be reallocated another residence if he/she becomes eligible to a higher category of accommodation by virtue of his/her getting promotion/increment provided the higher category of accommodation is available.
- (e) Allotment of residence will be made according to priority date. The date of priority will be the date of appointment to a grade pay either in Government or in Authority.
- (f) Handing over/taking over possession of the residence shall be made through a representative of the Estate Manager.
- (g) Any employee, other than SEEPZ Security Personnel who is offered a staff quarter refuses the same on any ground, will not be re-eligible for allotment for a period of one year from the date of first offer.
- (h) All security staff of Authority will necessarily have to reside in SEEPZ Residential Colony unless exempted specifically.

VI PERIOD FOR WHICH ALLOTMENT SUBSISTS AND THE CONCESSIONAL PERIOD FOR FURTHER RETENTION.

(Not applicable to Outsource staff)

- 1. An allotment shall be effective from the date on which it is accepted by the officer and shall continue in force until:
 - (a) The expiry of the concessional period permissible under sub-clause (2).
 - (b) It is cancelled by the Authority, or is deemed to have been cancelled under any provision in these rules.
 - (c) It is surrendered by the officer, or
 - (d) The officer ceases to occupy the residence.

2. A residence allotted to an officer may on the happening of the events specified in Col. 1 of the table may be occupied for the period indicated in Col.2 on payment of normal compensation under the rules provided in the opinion of the Competent Authority the residence is required for the bonafide use of the allottee/and or the members of the family.

Sr. No.	EVENTS	PERMISSIBLE PERIOD FOR RETENTION OF THE RESIDENCE
	(1)	(2)
1	Resignation, dismissal, removal or termination of service.	One month
2	Retirement	Two months after superannuation
3	Death of the allottee	Six months In case the allottee having minor children, the said period can be extended upto two years or any child attaining the age of majority whichever is earlier.
5	On proceeding on foreign service in India	Two months
6	(a) Leave for taking assignment or for higher studies/training abroad (including extraordinary leave)	For the period of leave but not exceeding six months subject to the conditions that the officer executes a bond to serve the Department for the prescribed period on return from abroad.
	(b) On proceeding on foreign Service abroad.	Six months
7	(a) Officers sent abroad on deputation	For the full period of deputation
	(b) Special leave which is treated as deputation	For the full period of special leave.
	(c) Study leave ex-India	Six months
8	Study leave in India	For the period of leave but not exceeding six months.

Note: Permissible period for retention of residence can be extended by the Authority, on merit, on case to case basis on normal compensation or on market Rate.

VII PROVISION RELATING TO COMPENSATION

Where an order of allotment of accommodation has been received by the allottee, the liability for compensation shall commence from the date of occupation or 8th day (F.N) from the date of receipt of the Allotment Order, whichever is earlier.

No recovery shall be made if the time of vacation of the residence is in the (F.N) of any day.

EXPLANATION

An allottee shall send an acceptance within 3 (three) days from the date of issue of allotment letter. Upon acceptance, the allottee shall take possession of the allotted premises within 7 (seven) days from the date of allotment letter, failing which, the allotment deemed to have been cancelled.

VIII PERSONAL LIABILITY OF THE OFFICER FOR PAYMENT OF COMPENSATION TILL THE RESIDENCE IS VACATED

The officer to whom a residence has been allotted shall be personally liable for payment of compensation thereof and for any damage beyond wear and tear caused thereto, the furniture, fixtures, or fittings or services provided therein has been and remains allotted to him/her, or where the allotment has been cancelled under any of the provisions in these rules, until the residence get completely vacated and full vacant Possession thereof has been restored to the Estate manager

IX SURRENDER OF AN ALLOTMENT AND PERIOD OF NOTICE.

An officer may at any time surrender an allotment by giving intimation so as to reach the Estate Manager at least ten days in advance before the date of vacation of the residence. Until such notice is received, the allottee shall be deemed to be in occupation of the residence. If the notice falls short of ten days, compensation shall be recovered for the number of days which it falls short.

Provided that the Authority at his discretion in deserving cases, accept the notice for a shorter period. Payment of House Rent Allowance and further allotment of residence in such cases shall be governed by the orders in force.

X MAINTENANCE OF RESIDENCE

- (a) The officer to whom a residence has been allotted shall maintain the residence and the premises in a clean condition, to the satisfaction of the Estate Manager.
- (b) An allottee shall not keep cattle, poultry, and other animals, except licensed pet dogs or cats, wherever applicable.
- (c) No articles shall be kept on the staircases, landing and common passages, service shafts and terraces.
- (d) Fruits grown in complex will not be plucked by the allottee without permission and will be distributed in accordance with the decision of Welfare Committee.
- (e) Allottees or their families can park their personal vehicles in Compound of Residential Complex, after taking permission from the Estate Manager. Guests of Allottees, during their stay in complex, can also parked their vehicle after intimating to the Estate Manager.
- (f) Commercial vehicles are not permitted in the complex.

EXPLANATION:

Any act on the part of the allottee contrary to the provisions of this rule shall be dealt by the Estate manager, at the risk and cost of the allottee.

XI ENTRY TO THE RESIDENCE FOR THE MAINTENANCE AND RECOVERY ON ACCOUNT OF DAMAGES.

- (a) The buildings are in charge of the Authority for the purpose of maintenance, repairs and alterations. The Authorized staff of the Authority or the contractor's staff authorized by Authority in writing, engaged by Authority shall at all reasonable times, be allowed access to the residence to carry out the works. Failure to permit the work to be carried out may entail forfeiture of the allotment.
- (b) The amount to be recovered on account of any damage caused to the fittings and fixtures will be intimated by the Estate Manager to the Accounts officer and the occupant. If the allottee does not accept the responsibility for the damage or does not accept the correctness of the amount of recovery, he may send a representation to the Authority, whose decision in the matter shall be final and binding on the allottee. The Authority will communicate his decision in the matter to the

allottee and the Accounts officer, where upon the Accounts Officer shall make recovery of the dues payable by the allottee.

- (c) No addition to or alterations in the residence shall be made by the allottee.

XII INSPECTION OF RESIDENCE

The residence allotted and its surroundings are subject to inspection by officers of the Authority or any officers of any other offices duly authorized by the Authority.

XIII SUBLETTING AND/OR SHARING OF ACCOMMODATION

Subletting with or without consideration or sharing of a residence or part thereof is prohibited and will result in an immediate eviction of the allottee without notice.

XIV ALLOTMENT OF ALTERNATIVE ACCOMMODATION AND RIGHT TO CANCEL THE ALLOTMENT.

- (a) The Authority, reserves the right to allot alternative accommodation to the allottee. Failure to shift to the alternative accommodation within seven days, from the date of receipt of the order, will render the allottee liable to eviction.
- (b) The Authority, reserves the right to cancel the order of allotment, without assigning any reason on giving 30 (Thirty) days notice.

XV PENALTY FOR OVERSTAYAL AFTER CANCELLATION OF ALLOTMENT ORDER.

Where an allotment has been cancelled or is deemed to be cancelled under any provision contained in these rules, and the residence remains or has remained in occupation of the officer to whom it was allotted or of any person claiming through such officer shall be liable to pay damages for use and occupation of residence, service, furniture and garden charges equal to the compensation as per market rate as may be determined by Authority from time to time.

XVI AUTHORITY COMPETENT TO TAKE ACTION UNDER THESE RULES

The Authority, shall be competent to take any action under these rules, he may delegate any or all the powers conferred upon him by these rules to any officers of the Authority.

XVII INTERPRETATION OF RULES

If any question arises as to the interpretation of these Rules, the decision of the Authority shall be final and binding on the allottee.

XVIII. Continuance of Allotments made Prior to the Issue of these Rules/ terms & Conditions :

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Any valid allotment of premises which subsists immediately before Commencement of these rules shall be deemed to be an allotment duly made under these rules and all the preceding provisions of these rules shall apply in relation to that allotment and to that employee accordingly.

XIX. Allotment of Shops in Staff Quarters Complex:-

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- i. The Shops in Residential Complex should cater to the needs of Allottee.
- ii. Co-operative Society running business on No profit No loss basis, preferably , made by women residing in Complex, shall be given preference to allotment of shops.
- iii. The Co-operative Society shall run the business on No profit No loss basis.
- iv. The Rate Card of each item shall be displayed in front of each shops.
- v. The allottee shall obtain Shop & Establishment permission or any other permission to run the business through Local BMC Authorities.
- vi. No subletting of shops shall be allowed , in case the allottee found to carry out unauthorized business, the allotment shall be cancelled forthwith

FORM A

**SEEPZ SPECIAL ECONOMIC ZONE
GOVERNMENT OF INDIA,
MINISTRY OF COMMERCE & INDUSTRY,
ANDHERI (EAST), MUMBAI - 400 096.**

Applications for Allotment of Residences in SEEPZ-SEZ Quarters,
Mumbai.

(a) Name Shri/Smt./Kumari _____

(IN BLOCK LETTER)

(b) State full particulars of Residence

(c) (i) Present Designation

(ii) Grade Pay

(d) Date since when continuously employed on a post under the
Central/State Government or in SEEPZ.

DECLARATION

I declare that the particulars given by me are correct and the allotment to
be made to me , shall be subject to the Allotment Rules of
Accommodation in SEEPZ -SEZ Residential Complex, Mumbai, 2015
and subsequent amendments, if any, thereto.

Signature:

Date:

FORM B

**SEEPZ SPECIAL ECONOMIC ZONE
GOVERNMENT OF INDIA,
MINISTRY OF COMMERCE & INDUSTRY,
ANDHERI (EAST), MUMBAI - 400 096.**

Applications for Allotment of Residences in SEEPZ-SEZ Quarters, Mumbai.

(a) Name of the Outsourced Staff/Staffs _____
(In case of Sharing) (IN BLOCK LETTER)

(b) Contactor's Name/ Service provider _____

(c) State full particulars of permanent Residence

(d) Present Designation _____

(e) Details of family members _____

(f) Contact No. _____

(g) Pancard/Adhaar Card No _____
(Provide the Xerox copy of the same)

DECLARATION

I declare that the particulars given by me are correct and the allotment to be made to me , shall be subject to the Allotment Rules of Accommodation in SEEPZ -SEZ Residential Complex, Mumbai, 2015 and subsequent amendments, if any, thereto.

Signature

Date:

ANEXURE - B**ADDITIONAL SPECIFIC ALLOTMENT RULES
FOR OUTSOURCED STAFF**

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1. The premises will be allotted to Outsourced Staff employed directly or through Contractor deployed in the Office of Development Commissioner & staff of Service Provider, providing common facility in SEEPZ-SEZ office, not under the employment of SEEPZ-SEZ. The allotment of premises will, however, only be in the name of Contractor/Service Provider.
2. Allotment of premises will be Co-Terminus with Validity of Contract of Contractor and Service Provider.
3. The allottee can share the residence only with his/her family or with other employee (not more than two) of the Contractor or Service Provider deployed in the office of the Development Commissioner. Any allottee found to be sharing/subletting the premises to any other third party/Person is liable to be evicted immediately and forthwith
4. **Payment Of Rent Including Water & Electricity Charges:-**
 - i. The Contractor/Service Provider will be responsible for payment of all the bills (Rent + electricity+ cable charges+ water charges) on monthly basis. However Outsourced Staff may make direct payment.
 - ii They shall pay one month's rent in advance as interest free Security Deposit.
 - iii. The Rent shall be charged as per the rate decided by the Authority from time to time. The water charges will be charged on flat rate basis.
 - iv. The electricity Charges will be paid as per consumption made by the Consumer.

ANNEXURE C

SEEPZ SPECIAL ECONOMIC ZONE,
GOVERNMENT OF INDIA,
MINISTRY OF COMMERCE & INDUSTRY,
ANDHERI (EAST), MUMBAI - 400 096.

No.

To, Sub: Allotment of residential accommodation.

Dear Sir/Madam,

1. Residence is hereby allotted to you in accordance with and subject to the provisions of the Allotment in accordance with and subject to the provisions of the Allotment Rules of Accommodation in SEEPZ -SEZ Residential Complex, Mumbai, 2015.
2. You are requested to send your acceptance within 3 days from the date of receipt of this letter. The acceptance should be in the enclosed form (in duplicate) and should be addressed to the undersigned by name.
3. If no acceptance is received within the prescribed period of 3 days the allotment will be deemed to have been cancelled.
4. If the allotment is accepted, you should obtain an occupation slip from this office and take possession of the allotted residence from the SEEPZ, Estate Management Section, within 7 days from the date of receipt of allotment order. In case of failure to take the possession within the time specified above the allotment will be treated as cancelled and you will be liable to pay licence fee as prescribed in the FRs & SRs.
5. You will be charged Licence Fee under F.R. 45-A and the liability thereof will commence from the 8th day from the date of receipt/issue of this letter or from the date of taking over whichever is earlier. In addition water charges and share of taxes should be paid as in force.
6. If you do not accept the allotment you will become ineligible for Residential SEEPZ-SEZ accommodation, for a period of one year, from the date of this letter.
7. You will have to get the electricity meter, transferred in your name from the B.S.E.S.
8. The SEEPZ-SEZ Residential Complex /Flat No. _____ has been allotted for the bonafide use of the allottee and his family.

Yours faithfully.

Estate Manager,
SEEPZ

CC to: A.O. SEEPZ