

## **(16.4) Other Miscellaneous Orders**

### **(16.4.1) Sub : Fixation of rent of accommodation occupied by Banks.**

The question of adoption of uniform policy for fixation of License Fee in respect of accommodation occupied by Banks/Extension Counters in the National Laboratories was under active consideration of C.S.I.R.

The Director-General, SIR has now decided that the Banks/ Extension Counters which exclusively cater to the needs of the Labs./Instts. and their employees may be charged standard License Fee, and other Banks/Extension Counters which admit members of the public also to have banking facilities may be charged market rent.

These orders are operative with effect from 1.4.1984 and the standard License Fee/Market rent may be calculated and intimated to the concerned banks for payment.

(No.25/20/76-Engg.II, dated 2-4-1984)

### **(16.4.2) Sub: Hiring of accommodation for Scientists coming from abroad\***

The detailed terms and conditions of lease of strictly limited numbers of private houses for allotment to Scientists coming from abroad were under active consideration of CSIR and it has now been decided that:

(a) The houses With covered area of 1200 sq.ft. with +- 10% variation may be hired for Sc.'F'/'E' in receipt of basic pay of Rs.1500/- or more and covered area of 850 sq.ft. with +/- 10% variation for Sc.'C' in receipt of basic pay of Rs. 11 00/- and above but less than Rs. 1500/-.

(b) The agreement as per specimen attached will be executed by CSIR and land lord.

(c) Houses will be allotted to the Scientist concerned after fulfilling the conditions of allotment.

(d) As regards rent, each case will be referred to the Financial Adviser CSIR and a decision will be taken on merit.

(e) No house will be hired for the India based Scientists or Scientists returning from abroad without the permission of CSIR,

(f) The draft lease deed to be executed with landlord is also attached.

(No.26/62/83-Engg, dated 18-5-84)

#### LEASE DEED

This Lease Deed executed today the ----- - ----- - ---- day of 19 between being the landlord hereinafter called the Leaser and the Council of Scientific & Industrial Research, Rafi Marg, New Delhi hereinafter called the Lessee.

Whereas the Leaser is the absolute owner of building at more particularly described and detailed in the site plan attached.

AND WHEREAS the Lessee has agreed to take on lease and the leaser has agreed to give on lease the said premises more fully shown and delineated in the plan annexed for a period of years on a monthly rent of Rs. \_\_\_\_\_ (only).

Now, therefore, this Lease Deed witnesseth as under:

1 . That the, demised premises comprises of \_\_\_\_\_ surrounded by \_\_\_\_\_.

2. That the monthly rent of Rs. \_\_\_\_\_ shall be paid by cheque month by month on receipt of a pre-receipted bill from the Leaser or his authorised agent.

3. No payment shall be recognised without a valid receipt issued by the Leaser or its authorised agent.

4. That for the present the Lease period has been fixed for \_\_\_\_\_ years with effect from \_\_\_\_\_.

with an option of extension for a further period \_\_\_\_\_ years.

5. That the building is quite fit for habitation on all counts and in all respects fully equipped with all necessities and all amenities and after the period of lease as stated in clause 4 is over, it shall be returnable to the landlord in substantially the same condition.

6. That the Lessee will not sublet the premises either partially or wholly,

7. That the Lessee shall be at liberty to put up wooden/ steel temporary structures inside/outside the demised premises to meet its requirement.

8. That the Lessee shall not put - up any permanent structure without the specific written consent of the Leaser.

9. That the Leaser or his authorised agent shall have the right of free access to the demised premises.

10. That after the extended period of option the Leasee still desires to remain in possession then fresh lease may be settled between the parties.

11. That the Leasee shall keep the demised premises and fittings and fixtures in good condition.

12. That the Lesser will at his own cost keep the demised premises including electrical and sanitary installation in good repair and habitable condition and will, in particular repair at such time as the Lessee may require to make such repairs as may be necessary by natural wear and tear or by act of God.

**(16.4.3) Sub : Allotment of staff quarters-undertaking to be obtained from the Licenses.**

In continuation of this office letter of even number dated 30th May, 1986, I am directed to state that in order to safeguard the Council's interest against unauthorised occupation of Council accommodation by an employee after its cancellation or otherwise on ceasing to be entitled to retain the same, the DG-CSIR has been pleased to approve that an Undertaking may be obtained from all

Council employees to the effect that they would vacate the staff quarters on the determination of license for any reason whatsoever failing which they will be liable to pay the penal license fee as also authorising the CSIR to withhold the DCRG and leave encashment etc. till they vacate the quarter. A specimen copy of the Undertaking is enclosed.

It is, therefore, requested that the enclosed Undertaking may kindly be obtained from all employees in occupation of Council accommodation and it may be invariably done whenever CSIR accommodation is allotted to an employee or any change in the residence is effected.

(No.2(83)P.P.U.O./Law, dated 22nd July, 1986)

**Undertaking to be Signed by a CSIR Employee at the Time of Allotment of Staff Quarter**

**Ref : Allotment letter No.**

**Dated**

I hereby undertake to abide by CSIR Rules for Allotment of Staff Quarters; as amended from time to time.

2. I further undertake to vacate the staff quarter on the determination of license for any reason whatsoever, failing which I shall be liable to pay the penal license fee as provided under the Rules, which may be recovered from my salary or any other dues including DCRG & Leave encashment & other pensionary benefits.

3. I hereby authorise CSIR to withhold my DCRG and Leave Encashment till I vacate the staff quarter allotted to me on determination of the license for any reason whatsoever.

4. I am giving this Undertaking of my free will without any correction & knowing fully well the consequences.

**Signature of the Employee**

**Date**

**WITNESS:**

#### **(16.4.4) Sub : Reservation of Accommodation for Transferable Staff.**

Reference CFRI letter NO.AO (SG)/CFRI/87 dated 5-4- 1987 on the above noted subject. In accordance with the existing instructions communicated vide CSIR circular letter of even number dated 16-3-1984, Administrative Officers and Finance & Accounts Officers being transferable staff, are entitled for out of turn allotment of staff quarters. In some Labs./Instts., more than one Administrative Officers/ Finance & Accounts Officer have been appointed. Since the facility of out of turn allotment of staff quarter has been extended to Administrative Officers/Finance & Accounts Officer in the exigency of official work and because of the nature of duties performed by them, it will neither be possible nor desirable to differentiate between one Administrative Officer/ Finance & Accounts Officer and another.

It is, therefore, clarified that all Administrative Officers/ Finance & Accounts Officers may be made entitled to out of turn allotment of quarter and this facility may not be restricted to only one Administrative Officer/Finance & Accounts Officer in a Laboratory/ Instts.

(No.28/84/79-Engg.Pt.II, dated 11-6-1987)

#### **(16.4.5) Sub: Hiring of Houses - Fixation of Parameters**

The Director General, CSIR, had constituted a Committee under the Chairmanship of Dr. G. Thyagarajan to fix parameters for hiring of houses by the Labs./Instts, The Committee made the following recommendations for providing austere accommodation at least at par with the Scientists Apartments constructed by the CSIR :

a) Hiring of houses generally will be restricted to cover scientists in Group IV (upto 20 % of satisfaction in Group IV).

b) The hiring of accommodation may also be permitted in the following 11 places, for all categories of staff, with a view to ensure that a minimum satisfaction upto 20% is achieved in each Lab./Centre/Complex located there: i.e. Bangalore, Chandigarh, Cochin, Ghaziabad, Goa, Hyderabad&d, Khurja, Lucknow, Naroda, New Delhi, Palampur.

c) Hiring can also be undertaken in other special cases for attracting brilliant Scientists for carrying out research in priority or nationally important areas as well as houses for hostel accommodation for younger researchers. This may be limited to 5 cases in each Lab.

d) The scale of accommodation to be hired will be limited to the extent being provided in the Scientists Apartment being constructed by the Engineering Services Division of CSIR for Various National Labs./Instts.

e) The rent payable for these houses will be decided taking into account the local factors for fixation of rent etc. The licence fee recovery from the employees may be made as per normal rules.

f) The sanctioning authority will be the Director of the Lab./Instt., without reference to CSIR.

g) Expenditure on hiring of these houses will be met from the sanctioned grant of the Lab./Instt. and no additional funds will be provided by CSIR for this purpose.

h) As soon as CSIR accommodation at a particular place is ready, the tenancy of private houses will be terminated.

The DG-CSIR has been pleased to approve of the above recommendations of the Thyagarajan Committee for implementation by the Labs./Instts. in modification of this office letter No. 26(62)83-Engg. dated 18-5-84 excepting Clause (b) & (c) thereof. He has further approved the following guidelines to consider and assess the fair rent and hiring of one single house for the allotment to more than one Scientist/Research Fellow, etc.

(a) There should be a Committee constituted by the Director of the Lab. to consider and assess the fair rent. There should be only one Committee for all the Labs. in one city to assess the fair rent. This Committee can include the representatives of all the Directors in that particular place. In Delhi, the Hqrs. representative may also be included. The Director of the largest Lab. may constitute the Committee in consultation with other Directors.

(b) It would be permissible to hire one single house and allot it to more than one Scientist/Visiting Scientist/ Research Fellow, etc. The scale for each should not exceed the one as mentioned in (d) above. Hostel Accommodation could be provided to young Scientists.

(No.26(62)83-Engg, dated 11th Feb.,88),

**(16.4.6) Council of Scientific and Industrial Research**

A meeting of the Heads of the following Institutions was held on Wednesday the 24th February 1988 to discuss about the utilisation of Scientist Apartments at Maharani Bagh as well as to consider ways and means to achieve 20% satisfaction level for provision of residential accommodation to Scientists:

- 1 . Dr.Ram K.Iyengar, ADG, CSIR
2. Dr.S.K.Joshi, Director, NPL
- 3 . Dr.M.P.Dhir, Director, CRRRI
4. Dr.Ashok Jain, Director, NISTADS
5. Dr.A.P.Joshi, SIC, CFB
6. Sh.S.K.Bhattacharya, Scientist, INSDOC
7. Sh.S.S.Saxena, Scientist, PID
8. Sh.S.Jayaraman, Supdt. Engr. ESD

The following decisions were taken :

1. Each Head of the Institution will be given a discretionary quota of four single room apartments and one double room apartment in the Maharani Bagh. These will preferably be used in encouraging mobility and short term visits of scientists connected with the respective Institutions.
2. With respect to pool accommodation it was agreed to form two common pool groups : one group will comprise NPL, NISTADS and PID and the other group will

comprise CRRI, INSDOC and CFB. Each of the group is allotted 21 single room and 7 double room apartments at Maharani Bagh. Distribution of these apartments will be decided by the members of the respective group.

3. Regarding augmentation of residential accommodation by hiring dwelling units in Delhi. It was decided to have the following rent ceiling as guidelines for Heads of the Institutions who could hire dwelling units to reach 20% satisfaction level as mentioned in CSIR letter No. 26(62)/83 -Engg. dated 11th February 1988.

Two bed room dwelling unit	Rs.2500/-
One bed room dwelling unit	Rs.1500/-
Single room dwelling unit	Rs. 1000/-

For each additional dwelling room attached to an apartment, a ceiling of Rs. 1000/- should be maintained per room.

The Heads of the Institutions would follow the guidelines given in the CSIR letter No.26(62)83-Engg. dated 11th February, 1988.

The decision arrived at this meeting is in conformity with the above circular.

With respect to hiring of accommodation for the Heads of the Institutions, the circular No.F. 1 (11)-E.II(A)/85 dated 15th December 1987 of the Ministry of Finance (Deptt. of Expenditure), Govt. of India, may be used.

**(16.4.7) Reference NPL D.O. Letter No. 16/51/89-Gen dated 16<sup>th</sup> Aug. 1989 regarding bank guarantee in lieu of with holding the amount of DCRG & Leave Encashment for the purpose of retention of the house on retirement of an officer for the period of 4/8 months.**

It has been decided that in case of officers who are retiring from Council's service and are retaining the Council's accommodation, we may have no objection to their submitting a bank guarantee from a nationalised bank equivalent to the amount of DCRG & Leave Encashment, in lieu of with holding the amount in question. In case the quarter is not vacated by the officer within the specified period of 4/8 months, the bank guarantee will be enforced immediately in favour of the Lab.



A draft of the bank guarantee sent along with your letter has been vetted by the Legal Adviser and slightly amended, a copy of which is enclosed for your taking further necessary action.

A formal communication in this regard will follow separately.

(D.O.No.2(83)PPEUO/83-Law, dated 31st August, 1989)

### **BANK GUARANTEE**

The Director

\_\_\_\_\_  
\_\_\_\_\_

In consideration of your agreeing to pay (Name of employee)\_\_\_\_\_of your Lab./Instt. who has retired on \_\_\_\_\_, a sum of Rs.\_\_\_\_\_towards gratuity and/or leave encashment due to him as retirement benefits, we (Name of the Bank)\_\_\_\_\_ hereby guarantee to pay to you upto a sum of Rs. \_\_\_\_\_ (Rupees)\_\_\_\_\_in case the aforesaid \_\_\_\_\_ does not vacate the Quarter/ Flat No.\_\_\_\_\_which is in the occupation of\_\_\_\_\_ being the bonafide allottee of the above Quarter/Flat, upto \_\_\_\_\_.

The guarantee is irrevocable and shall not be revoked without your authorised officer.'s written consent.

Notwithstanding anything contained herein before, our liability under this guarantee is restricted to Rs.\_\_\_\_\_  
(Rupees\_\_\_\_\_) and shall remain in force till \_\_\_\_\_.  
However, if \_\_\_\_\_ vacates the quarter/Flat on or before\_\_\_\_\_. You will instruct us\_\_\_\_\_ in writing to revoke the guarantee in favour of \_\_\_\_\_. In case \_\_\_\_\_ does not vacate the Quarter/Flat on or

before\_\_\_\_\_ the guarantee will immediately be enforced in your favour.

Manager

Nationalised Bank

**(16.4.8) Sub: Payment of HRA for stay in Hostel/ Guest Houses/ Transit Accommodation.**

As per para 4(b) of Ministry of Finance O.M. No.F.2(37)/E.II (B)164 dated 27-11-1965 as amended from time to time, House Rent Allowance shall not be admissible to those Govt. servants who occupy accommodation provided by Govt. or those to whom accommodation has been offered by Govt. but who have refused it. A question has been raised whether HRA can be paid in cases where the CSIR employees stay in Guest Houses/ Hostel/transit accommodation and room is shared by more than one person.

The matter has been carefully considered in consultation with Min. of Finance and it is hereby clarified that CSIR employees staying in guest houses/hostel/transit accommodation at the place of their Hqrs. are not eligible for HRA.

The cases for payment of HRA may, therefore, kindly be reviewed accordingly.

(No. 1(20)/92-Finance, dated. 15-9-92)

**(16.4.9) On the recommendation of the Guest House steering Committee, the Joint Secretary (Admn.) has been pleased to approve the following guidelines with regard to allotment of accommodation in CSIR Vigyan Kendra and Maharani bagh Guest Houses :**

(i) Accommodation will be provided to Directors (serving and retired) of Laboratories, on first come first served basis, and subject to availability of accommodation. Those desirous of having accommodation are requested to give advance intimation in writing to the Managers of the Guest Houses.

**Accommodation for families will be provided subject to availability, and not necessarily according to choice.**

**(ii) In certain special circumstances. experts and non-CSIR officials invited to attend CSIR meetings may be accorded priority, with the approval of the competent authority.**

**(iii) Accommodation will be available to Scientists and other officers of Labs. who have applied well in advance.**

**(iv) In all other cases, accommodation will be provided with the approval of the Competent Authority.**

**(v) Allotment of accommodation in Guest Houses shall be made by the respective Managers. Such accommodation cannot be allotted by the Attendants on duty unless approved by the Competent Authority.**

**(vi) Written requests for allotment should, as far as possible, be made during working hours. Accommodation will be provided for a maximum period of one week, save in exceptional circumstances.**

**The above guidelines shall come into force with immediate effect.**

**(No. 15(8)/90-Gen, dated 19-4-1993)**