

ཕུན་གཙང་ཆུ - I གྲོག་མེལ་ས་འགུལ་དབང་འཛིན།

PUNATSANGCHHU-I HYDROELECTRIC PROJECT AUTHORITY



**House Allotment Rules & Regulations 2015
for residential quarters at
Bjimthangkha & Phuentsholing Colonies**

(Revision # 1 – March 2025)

CONTENTS

1.0	RATIONALE	1
2.0	TITLE & SCOPE	1
3.0	AUTHORITY OF INTERPRETATION AND AMENDMENT	1
4.0	CLASSIFICATION OF RESIDENTIAL QUARTERS	1
5.0	PROCEDURE FOR APPLICATION	2
6.0	ALLOTMENT CRITERIA	2
7.0	TERMS OF ALLOTMENT	4
8.0	VACATION OF QUARTERS	6
9.0	INTERPRETATION OF THESE TERMS AND CONDITIONS	7
10.0	RELAXATION OF THESE TERMS AND CONDITIONS	7
11.0	RIGHT TO APPEAL AGAINST ORDERS OF THE COMMITTEE	7
12.0	AGREEMENT FOR QUARTER ALLOTMENT	7

1.0 RATIONALE

The allotment of quarters shall have the following objective:

- 1.1 To provide affordable and safe housing facilities to eligible PHPA-I employees as per their position.

2.0 TITLE & SCOPE

- 2.1 The allotment rule shall be called **"Punatsangchhu-I Hydroelectric Project Authority House Allotment Rules & Regulations"**.
- 2.2 The rules shall come into effect from 1.4.2025.
- 2.3 The rules shall apply for allotment of PHPA-I quarters located at Bjimthangkha and Phuentsholing.
- 2.4 "Allotment" means the grant of a license to a PHPA-I employee to occupy a quarter owned by PHPA-I for use by him/her and their family members.
- 2.5 "Employee" means an officer or staff employed by PHPA-I whether on Contract/Secondment/Deputation eligible for allotment of accommodation under these rules.
- 2.6 "Committee" means House Allotment Committee (HAC) of PHPA-I duly constituted & approved by the Management of PHPA-I.
- 2.7 All allotment of PHPA-I quarters shall be made under the provisions of these rules.
- 2.8 "Agreement" means a legal document executed between the PHPA-I and the allottees as per Tenancy Act of Bhutan, 2015.
- 2.9 "Competent Authority" means MD, PHPA-I or the authority authorized by the MD, PHPA-I.

3.0 AUTHORITY OF INTERPRETATION AND AMENDMENT

- 3.1 The HAC under the provision of these rules shall be responsible for administration and allotment of these quarters. However, any amendment/interpretation of the rules shall rest with MD, PHPA-I.
- 3.2 The HAC as deemed necessary from time to time shall propose amendment to these rules to the Competent Authority by way of addition, variation or repeal.

4.0 CLASSIFICATION OF RESIDENTIAL QUARTERS

- 4.1 The revised entitlement criteria for the different type of quarters shall be as follows:

Sl. No.	Quarter Type	Eligible Grades
1	C	Employees of Grade A4 & Equivalent
2	D	Employees of Grade B, C & Equivalent

Sl. No.	Quarter Type	Eligible Grades
3	E	Employees of Grade D, E & Equivalent
4	F	Employees of Grade F, G & Equivalent
5	G	Employees of Grade H, I, J, K & Equivalent
6	H	Employees of Grade, L, M, N, O, P, Q & Equivalent

- 4.2 Quarters shall be allotted to the employees as specified under section 13.10 (a) of PHPA-I Service Rules and the rent to be deducted @ 25% of 40% HRA on upper scale or carpet area, whichever is higher.
- 4.3 As per above entitlement criteria, for a particular type of quarter, employees of more than one grade are eligible, hence, the HAC will take into consideration the number of quarters available for allotment as well as applications received from the entitled employees from each grade against such type of quarter.
- 4.4 The allotment will be made on proportionate basis i.e. in the ratio of applications received from each grade to total number of applications received from all grades of employees entitled for a particular type of quarter with the number of such quarters available for allotment.
- 4.5 At the time of allotment, if there are no sufficient quarters available of a particular type as per entitlement then he/she shall be allotted one type lower depending on the availability of quarters at that instant.

5.0 PROCEDURE FOR APPLICATION

- 5.1 An employee/non-PHPA-I persons requesting for allotment of a quarter shall be required to apply in writing to HAC in the prescribed format **(Annex-4a & Annex-4b)**.
- 5.2 The applications shall be scrutinized based on the eligibility criteria.
- 5.3 A PHPA-I employee will be eligible on the basis of his/her date of joining in PHPA-I and according to his/her grade for allotment of quarters of the particular type as specified in the Table under Rule 4.1.
- 5.4 All applications for allotment of quarters must be accompanied by a copy of valid CID/Work Permit and joining/posting order.
- 5.5 Application shall be considered as an essential document/underlying basis for allotment, therefore, in order to consider the applications submitted by PHPA-I employees, the same is required to be recommended by his/her respective controlling officer.

6.0 ALLOTMENT CRITERIA

6.1 Eligibility

- 6.1.1 All employees of PHPA-I are eligible for allotment of a quarter.
- 6.1.2 Allotment of the type of quarter shall be as per the classifications of quarter (Refer Rule 4.1).
- 6.1.3 Allotment shall be done as per the seniority list to be prepared by

the HAC based on the employee's date of submission of application for allotment of quarter. If more than one employee happens to have applied for the quarter with similar date of joining PHPA-I or date of joining the same grade, in such a situation, the basis for asserting the seniority will be the date of joining birth of the applicants i.e. the older employee shall be given the preference.

- 6.1.4 If an employee who has been allotted with a quarter does not occupy or unable to occupy the same within fifteen days of issuance of allotment order, he/she shall notify the HAC with adequate justification. Failure to comply shall result in declaring the allottee as a defaulter and the allotment shall be cancelled forthwith. Consequently, he/she shall become eligible for allotment only after a gap of one year.

6.2 Out of turn allotment

- 6.2.1 An employee shall be considered for out of turn allotment typically on the grounds of urgent service needs or medical reasons of self or a family member, if considered necessary by competent authority. The priority allotment in such cases will be the date on which the application for out of turn allotment is received by the Competent Authority.

6.3 Change of Quarter

- 6.3.1 Change within the same category of quarter shall be permitted to all eligible employees only once in their tenure with PHPA-I. The change shall be allowed after one year from the date of last allotment of quarter, provided the request has been made to the HAC in writing after circulation of the availability of such vacant quarters. Eligibility for such change shall be reckoned from the date of submission of application.

6.4 One allotment per household

- 6.4.1 Only one allotment per household shall be permissible hence those allottees allotted with separate quarters but who at a later date forms a combined household either through marriage or adoption etc. shall be considered as one household, consequently one of the quarters has to be surrendered to PHPA-I within one month of their merger/union.
- 6.4.2 Non-surrender of the additional quarter retained by the concerned household shall compel the PHPA-I to withdraw both the allotments and the allottees shall be barred permanently from any future allotments.

6.5 Area of Posting

6.5.1 All employees who have been posted under PHPA-I shall be eligible for allotment of PHPA-I quarters either at Bjimthangkha or Phuentsholing depending on genuine requirements acceptable to the Competent Authority subject to availability.

7.0 TERMS OF ALLOTMENT

7.1 Individuals allotted with PHPA-I quarters shall strictly follow the terms given hereunder:

7.1.1 Allotment Order

7.1.1.1 Allotment of quarters shall be made under an office/ allotment order issued by the Competent Authority.

7.1.2 Handing over of quarter

7.1.2.1 The quarter shall be handed over to the allottee by HAC.

7.1.2.2 The allottee shall inspect the allotted quarter and subsequently report to the HAC the condition of the fixtures including electrical & sanitary fittings prior to shifting as per Inventory Checklist Form **(Annex-7)**. However, if no grievance is received, then the same shall be assumed to be in good condition.

7.1.2.3 The allottee shall be mandatorily required to complete the Inventory Checklist Form, which will be countersigned by the HAC after handing over the key.

7.1.2.4 Once the key of the quarter is taken over by the allottee, the quarter shall be deemed occupied and the deduction of the House Rent shall come into effect from the date of taking over of the key.

7.1.3 Use of common spaces

7.1.3.1 No allottee shall store materials, erect fence or property boundaries etc., in the common areas both within and outside the building for their exclusive use. For such unauthorized erections or storages, the HAC shall have the right to initially caution and subsequently remove the materials/structure.

7.1.4 Tenure of occupation

7.1.4.1 The allottee is permitted to occupy the quarter for a

maximum period of his/her Contract/Deputation term in PHPA-I. Upon completion of his/her service term, he/she shall vacate the quarter and hand over the same in satisfactory condition to the HAC with all the fixtures as per the Inventory Checklist.

7.1.5 Alteration of the allotted quarter

- 7.1.5.1 An allottee shall not modify/disfigure/convert the allotted quarter that may in any way compromise the aesthetic and structural integrity of the building.
- 7.1.5.2 Unauthorized alteration/conversion of the quarter shall lead to immediate cancellation/withdrawal of the facility and render the applicant ineligible for PHPA-I housing allotment in future besides subjecting to punitive actions.

7.1.6 Allotment criteria on upgradation

- 7.1.6.1 If an allottee over a period of time is upgraded to next higher grade, he/she shall have the choice to retain the existing quarter or apply for quarter commensurate with his/her grade. However, such requests for up-gradation of quarter shall be considered only if the eligible type of quarters are available.

7.1.7 Subletting and hiring of PHPA-I quarters

- 7.1.7.1 An allottee or his/her family members as declared in the Service Records shall be permitted to reside in the quarter allotted to him/her. Therefore, if any person other than the allottee or his/family as per Service Records are found /reported to be occupying the quarter, the same shall be considered as having sublet or leased.
- 7.1.7.2 Such breach of act shall lead to immediate cancellation of the allotment and eviction from the facility. Consequently, he/she shall be rendered ineligible for any PHPA-I housing allotment in future at all place of posting of PHPA-I for a minimum period of three years besides subjecting to punitive actions, subletting, hiring etc. of allotted quarter shall be treated as misconduct. Besides, 100% increase in the house rent shall be levied as a penalty with retrospective effect from the date of subletting/hiring.

8.0 VACATION OF QUARTERS

8.1 Vacation/Take-over of quarters

- 8.1.1 An allottee at his discretion can surrender in writing the quarter allotted to him on personal reasons.
- 8.1.2 The allottee shall be required to vacate the quarter on transfer, repatriation, retirement, resignation, demise, termination etc. for which the Personnel Division shall provide relevant documents to the HAC.
- 8.1.3 If requested, two months' time span shall be granted to an allottee or his/her immediate dependents to vacate the quarter upon transfer, repatriation, retirement, resignation, demise, termination etc. which shall be reckoned from the date of his/her relieving from the Project. However, in exceptional cases, extension can be granted beyond two months' time span on submission of adequate justification for a further period not exceeding one month, which, however, shall be subject to the accord of approval by the Competent Authority.
- 8.1.4 Non-surrender of the quarter at the end of the extended period shall result in levying increased house rents which shall be at least three times of the last rent paid for the duration of overstay.
- 8.1.5 Besides the above, non-compliance with the provision of these rules shall result in invoking legal proceedings against the individual violating the norm(s) as per the law of the land.

8.2 Repossession of the quarters

- 8.2.1 The HAC shall have the unilateral right to repossess the allotted quarter from the allottee, inter-alia including but not limited to the following conditions:
 - 8.2.1.1 Quarter not surrendered by an allottee upon his/her retirement/termination from service.
 - 8.2.1.2 The allotted properties can be repossessed for important developmental purposes of the Project/RGoB for which the allottee shall be notified of the repossession two months in advance.
 - 8.2.1.3 An allottee who has acquired the allotment of quarters by way of providing falsified information.
 - 8.2.1.4 An allottee causing serious and repeated social disorders/ nuisance within the premises.
 - 8.2.1.5 An allottee causing serious damages to the allotted quarters and other public facilities.
 - 8.2.1.6 Unauthorized subletting/conversion of the allotted

- quarter.
- 8.2.1.7 Allotted quarter remaining unoccupied for more than fifteen days without informing the HAC.
- 8.2.1.8 Using the quarter other than the intended purpose of allotment.
- 8.2.1.9 Allottee engaging in unlawful and illegal activities.
- 8.2.1.10 Breach of any of the provisions of these rules and other related regulations in force.

9.0 INTERPRETATION OF THESE TERMS AND CONDITIONS

- 9.1 Interpretation of these terms and conditions shall rest with the Competent Authority, which shall be final & binding on the allottee.

10.0 RELAXATION OF THESE TERMS AND CONDITIONS

- 10.1 The Managing Director, PHPA-I shall have the discretion to relax any or all of the provisions of these terms and conditions, which shall be final and binding.

11.0 RIGHT TO APPEAL AGAINST ORDERS OF THE COMMITTEE

- 11.1 For any appeals made against the orders of the HAC, the decision of the Managing Director, PHPA-I shall be final and binding.

12.0 AGREEMENT FOR QUARTER ALLOTMENT (For other than employees of PHPA-I)

- 12.1 A tenancy shall be established by way of an agreement in writing duly signed by both the parties with respective witnesses and legal stamp affixed to it.
- 12.2 The HAC shall ensure that an allotment agreement is executed in writing before occupation of the quarter or at the commencement of the tenancy.
- 12.3 The agreement shall be executed as per **Annex-D**.