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## भारत संचार निगम लिमिटेड

(भारत सरकार का उपक्रम)

### BHARAT SANCHAR NIGAM LIMITED

(A Govt. of India Enterprise)

482-7/2015-BG

Dated: 06.04.2016

To
All CGMs
BSNL Units

Subject: Comprehensive Policy 'AMRUT' for renting out vacant staff quarters of BSNL for Type-I, Type-II, Type-III

Kind attention is invited towards the policies issued by this office for renting out surplus vacant staff quarters of BSNL as below:-

- (i) Policy for utilization of vacant staff quarters in BSNL(Amendment) issued vide No. 482-16/2007-BG dated 01.09.2011.
- (ii) Modified policy for allotment of vacant quarters to retired employee of BSNL/DOT issued vide No. 482-16/2007-BG dated 10.07.2013
- (iii) Modified Policy for renting out/leasing out vacant staff quarters of BSNL to Central/State government department/OPSUs/State PSUs and their employees and outside reputed Private agencies issued vide No. 482-09/2007-BG Vol.II(Pt.I) dated 06.08.2015

Now the competent authority has approved a policy called 'AMRUT' for renting out surplus staff quarters of BSNL of Type-I, Type-II, & Type-III only.

Service Charges for Civil and Electrical maintenance shall be fixed by the concerna CGM and shall be equally applicable for all the policies. Hence forth Corporate office will not fix any Service Charges for Civil and Electrical maintenance

CGMs are requested to make all out efforts to rent out / lease out surplus staff quarters so as to generate maximum revenue for BSNL.

Shyam Lal Arora)

AGM (BG)

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### Annexure 'Á'

# Comprehensive Policy "AMRUT" for renting out vacant staff quarters of BSNL Type I, II & III.

CGMs are empowered to allot vacant BSNL quarters as per comprehensive policy 'AMRUT'.

- 1. The number & type of staff quarters to be treated as surplus should be decided by the CGM of the Circle considering following parameters
  - a. Period of vacancy: The staff quarters should have remained unoccupied for the last six months or more.
  - b. Surplus status: The requirement of staff quarters for staff likely to join in near future and for the staff posted to tenure stations can be met from the available quarters which should be excluded from those declared surplus under 'Ämrut'.
- Eligibility Criteria: Such surplus quarters can be allotted by the concerned CGMs to the following applicants in order of preference
  - a. All BSNL Employee working at that station irrespective of grade.
  - b. All BSNL Employee working at out station for his/her family members irrespective of grade.
  - c. All BSNL Employee for his/her near relatives irrespective of grade.
  - d. All Retired employee of BSNL who agree to deposit rent in advance.
  - e. Working/Retired employee of DOT who agree to deposit rent in advance.
  - f. Central/State Govt. Department/ CPSUs/ State PSUs, Autonomous body 100% funded by Govt for use of their employees who deposit rent in advance.

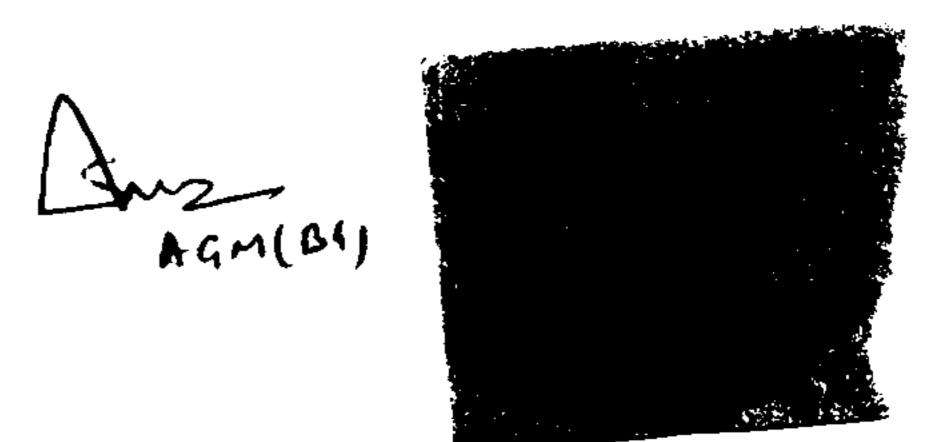
### 3. Entitlement for type and No. of Quarter:

- Any of Type I, Type II and Type III and any No. of quarter can be allotted to a BSNL employee irrespective of his/her pay-scale and place of posting throughout India.
- For all other eligible applicants, single quarter of any Type (out of Type I, II or III only) can be allotted.
- Total rent of allotted quarter(s) to BSNL working employee shall not be exceeded 40% of the basic pay plus DA of the employee. In case of retired employee, rent of allotted quarter shall not exceed 40% of his/her pension.

### 4. Application for Allotment of Quarter:

- The accommodation shall be allotted on application duly recommended by Controlling Officer of employee/competent authority of Department. The application shall be submitted to the head of circle in whose jurisdiction the quarter(s) is (are) situated.
- In case of retired employee of BSNL/DOT, the applicant has to deposit rent for full period of allotment needed in advance or provide a guarantee of one serving BSNL/DOT employee who is not due for retirement within six months after the allotment period. The guarantor shall give undertaking that in case of default in payment of rent by the applicant, he shall pay the due amount failing which the due

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amount may be recovered from his salary.

### 5. Period of Allotment:

- The accommodation shall be allotted for a maximum period of 2 years with a provision of further extensions in stretches of 2 years subject to total maximum allotment period of 10 years in accordance with the Article 144(3) of Article of Association of BSNL.
- 5.2 The lock-in-period for occupancy shall be 3 months.
- Either party can issue an advance notice of 2 months to vacate the allotted quarter after completion of lock in period.

### 6. Security Deposit:

- No security deposit shall be required from the working BSNL employees.
- All other applicant shall deposit an amount equal to 3 months rent as interest free Security Deposit in the form of cash/ demand draft issued by any nationalized bank. In case of retired employee, if he/ she is unable to provide a guarantor, he/ she has to deposit rent for full period of allotment needed for the quarter. The retired employees may be given opportunity of extension of allotment every 3 months by getting deposited the rent in advance
- On vacation of allotted quarter by allottee, deposit shall be returned after deducting dues, charges, etc., if any. However, if the allottee surrenders the quarter within lock in period, the balance amount after adjusting the dues payable by allottee including rent for lock in period shall be recovered from the advance rent deposited.

### 7. Quarter Rent and Other Charges:

- 7.1 Rent for the quarters so allotted shall be decided by the CGM on the basis of FRAC by the standing committee comprising of EE(Civil), DGM(HR) and CAO / IFA.
- 7.2 In case of BSNL employee, all dues will be recovered from his/her salary through the concerned drawing officer.
- 7.3 All other allottee shall pay monthly rent in advance, failing which the amount with interest at the rate of 12% for the period of delay calculated on day to day basis shall be payable to BSNL by the allottee.
- 7.4 All income tax liabilities and other taxes, if applicable, will be borne by the allottee only. No perquisite tax and rebate in income tax shall be borne by BSNL. Share of income tax borne by BSNL for its working employees, if applicable, shall be admissible only for the quarter allotted as per SR-policy of BSNL and not under this scheme "Amrut"
- The allottees shall be bound by all the rules and regulations which are applicable for allotment of BSNL accommodation under SR policy regarding conduct, sharing, water and electricity charges etc. Service Charges for Civil & Electrical maintenance as fixed by the CGMs shall also be chargeable under this policy from all allottee.

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- If the rent, interest, water & electricity charges, etc. remain unpaid up to 15 days from the due date of payment, the dues shall be recovered from advance deposit and the allottee will be asked to replenish the deposit amount within 15 days. If the allottee fails to replenish the deposit with in specified time limit, the allottee shall vacate the quarter immediately.
- If the quarter is not vacated within the due date of vacation as per allotment order the allottee shall be liable to pay twice the actual market rent of such quarter without prejudice to necessary action for eviction, disconnection of utility connections, etc. to be taken by CGM, BSNL. Any amount remained due even after adjusting security deposit shall be recovered from salary of the employee/ Guarantor of retired employee or from the allottee by all available means including legal actions.
- The BSNL employee, to whom such vacant quarters are allotted, shall be responsible for all the acts and/ or omissions of his family members/ near relatives. Any illegal activity objected by neighbours may render him/her ineligible for allotment and may lead to termination of allotment of quarter at the discretion of CGM.
- Only minimum maintenance by providing labour connected with water supply, sanitation, etc. will be done by BSNL. Any material replacement has to be borne by the allottee himself/herself. All repairs including painting etc. shall be got done by allottee and BSNL shall not bear any amount whatsoever for repair to these quarters.
- 10. No addition/ alteration/ damages etc. to the existing structure will be allowed to the allottee. Allottee shall handover quarter in the same condition as it was handed over to him. If any damage is found, the same shall be rectified at his cost.
- 11. No sub-letting of allotted quarter shall be allowed. All the rules and conditions in FR-SR Part-I on this subject shall be applicable for such allotments also.
- 12. The allottee shall not derive any financial benefit in lieu of this allotment. At any stage, if it is found that allottee is deriving any financial benefit, the allotment shall be cancelled and one month's notice shall be issued to vacate the quarter. In case of BSNL employee, disciplinary action shall be initiated as per extant BSNL Conduct Rules. Reimbursement of rent by the relatives to the BSNL employee shall not be considered as financial benefit.
- 13. If the employee is transferred from BSNL to DOT pr any other organization or the employee retires/ expire, the quarter shall be vacated within 2 months from the date of his/her relieving/ retirement/ expiring.
- 14. If the allottee desires to occupy the same quarter after completion of running period of allotment or termination of allotment as per extant policy of BSNL, he/ she has to apply afresh for re-allotment in the extant category. If he/she is listed in fresh allotment, the rent will be re-decided at the rates applicable at the time of re-allotment on the basis of FRAC.
- 15. In case accommodation is required for allotment to any serving BSNL employee under SR policy, the allottee has to vacate the quarter on 2 months' notice. In this regard, no appeal of allottee shall be entertained by BSNL. If the quarter is not vacated within 2 months as per notice, the allottee will be liable to pay twice the actual market rent of

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Auz-Manish) such quarter without prejudice to disciplinary and legal actions. In this regard, a clear undertaking shall be taken from the applicant "He/she shall vacate the quarter within 2 months on receipt of notice for vacation of the quarter".

16. All charges for executing lease agreement shall be borne by the allottee.

### Internal arrangement required to be done for executing the policy

- 1) CGMs can incur expenditure on minimum maintenance/ minor repairs necessitated before allotment to make the quarter liveable. The expenditure which can be incurred on such works shall be limited to 3 months rental amount received as deposit. For expenditure beyond this limit shall require prior approval of Corporate Office.
- 2) Repairs/Renovation beyond ceiling of three months rent shall be taken up at the cost of allottee, if he/she so desires. In this situation, additional amount of expenditure shall be deposited by the allottee in advance before the commencement of renovation.
- 3) The availability of quarter along with its rent in this scheme may be displayed on BSNL website of circle concerned for easy knowledge of BSNL employees. Separate waiting list may be maintained for such allotments.
- 4) CGM shall appoint a Nodal officer [PCE(C) CE(C)] or other] for maintaining the record of vacant quarters, receipt and disposal of applications for allotment of quarters, monitor timely collection of rent and other charges etc. A monthly report on revenue collected on account of the renting out vacant quarters should be sent to BW Cell of BSNL Corporate Office.
- 5) The necessary safeguards shall be provided in the allotment letter to prevent unlawful use of such allotted quarters and non-payment of statutory dues like electricity, water bill and rental, maintenance etc.

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# ELIGIBILITY AND RENT CHART (For Type I, Type II, Type III Only)

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		בנורובוובוור וסן ראשב	למסו גבו עבווו	מי ווכשבוולבל	Security Deposit
2	preference)			allotment	
	BSNL employee working at that station	Any type and any no. of quarter **	As decided by the	Recommendation of	No
			FRAC	Controlling officer	
7	BSNL employee working at out station	Any type and any no. of quarter **	As decided by the	Recommendation of	No
	for his / her family member		FRAC	Controlling officer	
3	BSNL employee for his/her relatives	Any type and any no. of quarter **	As decided by the	Recommendation of	No
			FRAC	Controlling officer	
4	Retired employees of BSNL	Single quarter of any type limited up	As decided by the	Guarantee of serving	Full amount of advance for
		to entitlement of the applicant***	FRAC	BSNL employee OR	period of allotment needed
				advance rent	extendable quarterly
2	(i) Working employee of DOT	Single quarter of any type limited up	As decided by the	(i) Recommendation of	op
		to entitlement of the applicant	FRAC	Controlling officer	
	(ii) Retired employee of DOT			(ii)Guarantee of serving	op
				DOT employee OR	
				advance rent	
9	Central/State govt.	Single quarter of any type limited up	As decided by the	Recommendation of	op
	department/CPSUs/State PSUs	to entitlement of the applicant	FRAC	Controlling officer	
	Autonomous body funded by Govt. for				
	use of their employees.				

# Notes

- In addition to the above, Service Charges(Civil and Electrical maintenance Charges), License Fee water charges, electricity charges and <u>service tax</u> as applicable will also be paid by the allottee. In addition
- BSNL employee total rent of allotted quarters shall not exceed 40% of his/her basic pay \*\*In case 2
- rent of allotted quarter shall not exceed 40% of his/her pension f retired employee



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