

**BHARAT SANCHAR NIGAM LIMITED**  
(A Govt. of India Enterprise)  
(BW Unit: Corporate Office)  
Telegraph Office Building,  
Kashmere Gate, Delhi-110006,

No. 482-16/2007-BG

Dated: 30.12.2011

**MEMORANDUM**

**Sub: Framing of Policy for allotment of staff quarters to retired employee.**

The policy for utilization of vacant quarters in BSNL to Central Govt. Organizations/PSUs was issued vide BSNL C.O letter No. 482-16/2007-BG (Staff Quarters) dated 26.11.08 and amendment to this policy was issued on 01.09.11 allowing qtrs to be allotted to the employee at the stations other than his place of posting for the use of his family members.

There is demand from retired BSNL/DOT Employees also for quarters for their use. Therefore, it is suggested to amend the existing policy so that the vacant quarters can be allotted to retired BSNL/DOT employees for their use.

Therefore Management Committee of BSNL Board has approved to amend the existing policy to allow CGMs to allot the vacant staff quarters to the retired BSNL/DOT employees.

Following may be added to the existing policy for utilization of vacant staff quarters in BSNL issued vide No. 482-16/2007-BG (Staff Qrs.) dated 26.11.2008:

- i) CGMs are empowered to allot the vacant quarters to the retired BSNL/DOT employee, if there is no immediate (say for six months) need of the quarters for BSNL employee or quarters are lying vacant for the last six months.
- ii) The retired BSNL/DOT employee concerned shall be responsible for all the acts and/or omissions of his family members residing in such allotted quarter.
- iii) The allotment of accommodation should be done on the application submitted by the concerned retired employee to concerned CGM along with attested copy of PPO.
- iv) The applicant has to give guarantee of one serving BSNL/DOT employee who is not due for retirement up to six months beyond 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 or the due amount may be recovered from his salary.
- v) The accommodation can be allotted for a maximum period of 2 years with the condition of either side's notice of 2 months for vacation. The minimum lock in period for occupancy shall be 6 months.
- vi) The allotment of these accommodations should be for the use of the retired BSNL/DOT employees only and his /her immediate family members will be allowed to stay with him/her i.e. wife/husband, children & their spouses and parents only.

vii) Vacant quarters of any type limiting to the entitlement of the retired employee at the time of retirement can be allotted and no sharing or sub-letting will be allowed. All the rules, conditions in FR SR Part I on this subject are applicable for such allotments also.

viii) In case retired employee wants higher category of quarter then only one step above the entitled type of quarter can be allotted but the rent of allotted type [i.e. higher type] of quarter shall be payable by the allottee and other charges also shall be payable as per that type of quarter.

ix) The allottee has to apply afresh for re-allotment, if he proposes to occupy the same after 2 years of initial allotment along with fresh guarantee, if policy permits.

x) Rent for the quarters so allotted will be same as already approved by BSNL in amendment to the policy for allotment of quarters to family members of BSNL employee vide letter No. 482-16/2007 –BG dt 01/09/2011. All income tax liabilities, other taxes, if any, applicable will be borne by the retired employee concerned only.

xi) In case accommodation is required for allotment for any serving BSNL employee, the allottee has to vacate the quarters on 2 months' notice. No appeal against such notice will be entertained. If the quarter is not vacated by that time, the retired employee will be liable to pay twice the actual market rent of such quarter without prejudice to legal action. A clear undertaking may be taken from the applicant that, "He will vacate the quarter within 2 months on receipt of notice for vacation of the quarter."

xii) The allottee will be bound by all the rules and regulations which are applicable for allotment of BSNL accommodation in the normal course regarding conduct, sharing, payment of water and electricity charges etc.

xiii) Only minimum maintenance for providing labour connected with water supply, sanitation etc will be done by BSNL and any material replacement has to be borne by the allottee himself/herself. However, no addition/alteration/damages etc. will be allowed to the existing structure by allottee. The major repair, if required, shall be done by BSNL. Allottee shall handover quarter in the same condition as it was handed over to him/her and if any damage is found, the same shall be rectified at his/her cost.

xiv) An amount equal to 3 months rent has to be taken as Security Deposit which is refundable on vacation after deducting the charges/losses, if any, payable by the retired employee.

xv) The allottee shall pay rent of each month in advance by 5<sup>th</sup> of each month and if it is not paid by that date, one month notice shall be issued to the allottee for vacation of the quarter. If the quarter is not vacated within one month after the notice, necessary action for eviction will be initiated by BSNL.

xvi) The amount due, if any will be recovered from the security deposit of the employee and notice of recovery, if recovery exceeds security deposit, shall be sent to the allottee, guarantor and DDO of guarantor. If the due amount is not paid by allottee or guarantor within notice period the DDO of guarantor shall be asked to recover due amount from the guarantor.

xvii) CGMs are empowered to incur expenditure on minimum maintenance/repairs necessitated before allotment to make the quarter livable. The expenditure which can be incurred on such works shall be limited to 3 months rental amount received as security deposit.

xviii) This type of allotment shall be allowed to the retired BSNL/DOT employee only and in case of death of the retired employee, such allotted quarter shall be vacated within 2 months after the death of the retired employee.

xix) CGM shall appoint a Nodal officer for maintaining the record of vacant quarters, receipt and disposal of applications from retired employees for allotment of quarters, 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 for compilation and furnishing report on revenue generation.

xx) The necessary safeguards 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.

The copy of draft Guarantee Agreement to be executed is enclosed for guidance purpose; CGMs may make change in this draft as per local bye-laws.

This policy shall be applicable for one year from the date of issue and thereafter it shall be reviewed by Management.

Encl. :- As above

*Dev Dutt*  
30/12/2011  
(Dev Dutt)  
AGM (BG)

Copy to:-

- 1) All CGMs
- 2) GM (SR)/GM(CA)/GM(BD)
- 3) PPS to CMD BSNL
- 4) PPS to All Directors of BSNL Board
- 5) PS to,ED (NB) BSNL

## GUARANTEE AGREEMENT

1. In consideration of the execution of the lease Agreement which will commence from \_\_\_\_\_--for \_\_\_\_\_(herein after referred as premises), a copy of which is attached hereto, between Bharat Sanchar NIGAM Ltd. having its registered office at \_\_\_\_\_ and circle/SSA office at \_\_\_\_\_(herein after called "Lessor") and sh s/o r/o who is retired official of lessor (herein after called "Lessee;") I \_\_\_\_\_s/o ---- r/o is a employee of the lessor presently serving as \_\_\_\_\_(designation) at \_\_\_\_\_(place of posting) HRMS NO. \_\_\_\_\_, ( herein referred to as Guarantor, )does hereby guarantee unconditionally to lessor, including lessor's successors and assigns, the prompt payment by Lessee of the rent or any other sums which Lessee may owe pursuant to the lease Agreement, including any and all court costs or attorneys fees incurred in enforcing the lease Agreement or the performance of obligations by the Lessee in terms of the said lease agreement.

2. In the event of the breach of any terms of the lease Agreement by Lessee. the Guarantor hereby agrees to pay all monies due and not paid by the lessee despite demand of such payment from the Lessee. The Guarantor further agrees that such payment shall be recovered/ deducted from the salary of the guarantor. Payments include but are not limited to rent, utility charges, and repair and maintenance costs, damages financial or physical, caused by Lessee. including any and all legal fees incurred in enforcing the, legal costs and other costs. The guarantor hereby consents in advance to the lessor to issue letter of recovery of such payment from salary of guarantor to DDO \_\_\_\_\_ of guarantor.

3. Guarantor agrees to get the premises under the said lease deed vacated in case of default in payment of monthly rent or breach of the terms of the said lease deed by the lessee or upon expiry of the said lease agreement.

4. Guarantor agrees that the lessee shall hand over the premises. at the time of expiry of lease or its earlier revocation as the case may be. in the same condition as it was handed over to the lessee at the time of allotment of the premises. If it is found some repair is required to bring

the premises in same condition, the guarantor shall ensure that the lessee carry out the same failing which the guarantor shall make the payment for such the repairs etc.

5. Guarantor agrees that this guarantee may be enforced by Lessor upon any default of terms of the said lease by Lessee and an action against Guarantor may be brought at any time without first seeking recourse against Lessee.

6. Guarantor agrees that nonpayment of any sums due or breach of any terms and conditions of the lease agreement by the Lessee may be deemed as a default giving rise to action by lessor against Guarantor.

7. Guarantor agrees that this Guarantee does not confer a right to possession of the premises by Guarantor..

8. Unless released in writing by lessor, Guarantor agrees that Guarantor shall remain obligated by the terms of this Guarantee for the entire period of the tenancy as provided by the Lease Agreement and for any extensions granted pursuant thereto or till all dues /payments are paid by the lessee

9. In the event of the terms of said Lease Agreement are modified by Lessee and lessor with or without the knowledge or consent of the Guarantor, Guarantor agrees that the Guarantor shall remain obligated by such modifications in the Lease Agreement.

10. Guarantor hereby consents in advance to any changes, modifications, additions or deletions in the Lease Agreement made and agreed to by lessor and Lessee during the entire period of the tenancy.

Guarantor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Witness Signature: \_\_\_\_\_

Witness Signature: \_\_\_\_\_