



**MAHANAGAR TELEPHONE NIGAM LIMITED
OFFICE OF THE EXECUTIVE DIRECTOR, EASTERN COURT
JANPATH, NEW DELHI-110001**

**Bldg-II/Renting-policy/staffquarters/2020-21/KW/ 11
Dated at New Delhi 12.08.2022**

To

All concerned

Sub: Notification for MTNL CROP renting policy 2022

Applications are invited for renting out of spare/surplus MTNL staff quarters under CROP renting policy of MTNL for eligible applicants as per clause 2 of policy dated 18.04.2022. (Copy enclosed)

The eligible applicants may apply against available MTNL surplus quarters in the application form alongwith the documents as mentioned below in the check list. The applicants applying for family/relative as per policy must also attach the prescribed documents of their family/relative except pay slip.

The completely filled applications along with documents may be submitted to this office only through central receipt section located at Room No 10, cycle stand, KL Bhawan. Incomplete applications or application without having documents as mentioned below shall be rejected. The allotment of MTNL quarters for renting purpose will be subject to the available surplus quarters at the time of receiving of applications. After approval of renting request, applicants shall have to deposit 03 months interest free security deposit and 01 month advance rent in form of demand draft only along with the rent agreement on Rs. 100/- stamp paper to get final approval order of renting of requested quarter. The security deposit is not mandatory for MTNL serving employee for first lease quarter however 01 month advance rent is mandatory.

The copy of CROP renting policy is enclosed. The application form and all applicable documents are enclosed with this letter.

Encl: as above


DGM (HQ) MTNL
108, Eastern Court
Janpath, New Delhi-110001

MAHANAGAR TELEPHONE NIGAM LIMITED**(A Govt. of India Enterprise)****Checklist of documents (CROP Renting policy 2022)**

For MTNL Serving Employee	For Retired Employees of MTNL/BSNL/DOT	For Serving Employee of other Public Organization
1. Application form with undertaking 2. Self attested copy of adhar card 3. Self attested copy of Pan card 4. Self attested copy of latest pay slip 5. Self attested copy of MTNL ID card 6. Annexure B-5 For Family/Relative cases documents at Sl no 7 and 8 are also required as : 7. Affidavit on Rs. 10/ stamp paper if applying for family/relative 8. Self attested copy of adhar card and Pan card of Relative if applied for Relatives	1. Application form with undertaking 2. Self attested copy of adhar card 3. Self attested copy of Pan card 4. Self attested copy of PPO/Pension ID 5. Annexure B-2 (Guarantor certificate) 6. Annexure B-4(Undertaking) 7. Self attested copy of latest pay slip of Guarantor 8. Self attested copy of MTNL ID card of Guarantor 9. Copy of latest paid bills of utility i.e. electricity/water/ gas with proper receipts in case of retention of quarters under CROP.	1. Application form with undertaking 2. Self attested copy of adhar card 3. Self attested copy of Pan card 4. Self attested copy of latest pay slip 5. Self attested copy of departmental ID card 6. Annexure B-3 (Employer certificate) or Annexure B-2 (Guarantor certificate) 7. Pay slip/ID card of Guarantor in case of MTNL serving employee as Guarantor.

MAHANAGAR TELEPHONE NIGAM LIMITED
(A Govt. of India Enterprise)

Notice

Sub: Increase in CROP Rent of Quarters w.e.f 01.04.2023.

As per CROP-2020 policy, the rent of the MTNL quarters have been increased w.e.f 01.04.2023 as following:-

Type of Qtr	New CROP Rent in Rupees w.e.f 01.04.2023
I	9726
II	13064
III	22336
IV	30875
IV(S)	35741
V-A & V-B	43531
VI-A	55779

The water charges shall be applicable in addition to above quarter rent. The increase in CROP Rent has been done as per Para 2.2 of CROP-2020 Policy.

Building Section HQ, MTNL

MAHANAGAR TELEPHONE NIGAM LIMITED

(A Govt. of India Enterprise)

MODIFIED ANNEXURE-B1

**MODIFIED APPLICATION FORM FOR RENTING OF MTNL RESIDENTIAL ACCOMMODATION
UNDER CROP- POLICY OF MTNL**

<u>Category : Check whichever is applicable</u> a) <u>Serving employee of MTNL.</u> b) <u>Retired employee of MTNL.</u> c) <u>Serving / Retired employee of BSNL</u> d) <u>Serving / Retired employee of DOT</u> e) <u>Serving employee of a public Organisation</u>	Type & Location of quarter applied for:
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Paste photo duly
attested by self/Unit
officer

A. DETAILS OF APPLICANT:

1. Name of Applicant-Mr./ Mrs./ Ms. _____
2. Name of Father /husband _____
3. Date of Birth of applicant _____
4. Current residential Address _____
City _____ State _____ Pin Code _____
5. Phone _____ Mobile _____ Email _____
6. PAN No _____ Aadhaar No _____
7. Name of Organization _____
8. Designation of Applicant _____
9. Full office address _____
City _____ State _____ Pin Code _____
10. a. Address of DDO for salary/Pension _____
City _____ State _____ Pin Code _____ b. Date of Retirement _____
Phone _____ Mobile _____ Email _____
11. Pay Scale/Pay scale at retirement (Also mention CDA/IDA) _____
12. Present pay (Basic) Rs _____ (DA) Rs _____
(Undertaking certificate for Retired employees of MTNL/BSNL/DOT is enclosed at annexure B-4)

B. DETAILS OF RESIENTAL ACCOMMODATION:

13. Type of quarter entitled for (As per MTNL/DOE norms) _____ (As per CROP Policy) _____
14. Duration / Period for which accommodation is required _____
15. Details of MTNL residential accommodation (s). if any, already in possession of Applicant or his family-

C. DETAILS OF GUARANTOR (MTNL WORKING EMPLOYEE),IF ANY:

16. Name of Guarantor – Mr./ Mrs./ Ms. _____
HR NO. _____ Due date of retirement _____ Mobile No _____
Designation _____ Office address _____

(Guarantor certificate is enclosed at annexure B-2)

Signature of applicant

It is certified that the applicant is a bonafide permanent employee of our organization and it is recommended to lease the residential accommodation to him/her. (Applicable for serving employees only)

(Employer certificate for serving employees of other organization BSNL/DOT/Public org. is enclosed at annexure B-3)

(Controlling officer)

Date _____ Place _____.

MAHANAGAR TELEPHONE NIGAM LIMITED

(A Govt of India Enterprise)

UNDERTAKING BY APPLICANT

Certified that I will abide by all the terms and conditions for renting of residential accommodation as mentioned below:-

1. I will use the accommodation for myself and my family. I will not sublet the accommodation.
2. I understand that the lock-in period of occupancy shall be 3 months and if I surrender the accommodation within the lock-in period the rent for the lock-in period shall also be recovered from the security deposit. Either party can issue an advance notice of three months to vacate the rented accommodation after completion of lock-in period.
3. In addition of the prescribed rent, Service Charges (as fixed by the concerned ED), water charges, electricity charges and GST as applicable will also be paid by me. All income tax liabilities and other taxes, if applicable, will be borne by me only. No perquisite tax and rebate in income tax, if any, shall be borne by MTNL.
4. I will pay the monthly rent in advance by the 5th day of each month (In case of a MTNL serving employee, all dues will be recovered from his salary through the concerned drawing officer.) if the rent or any other dues remain unpaid up to 15 days from the due date of payment, an interest at the rate of 12% per annum for the period of delay calculated on day-to-day basis shall be paid by me. Such interest shall be compounded on a monthly basis.
5. I will vacate the accommodation of completion of lease period or an completion of notice period whichever is earlier. Further, if I am transferred from my present post or retire or resign from service. I will immediately inform the allotting authority.
6. If I occupy the accommodation beyond the period permitted by MTNL, I shall be liable to pay damages equal to twice the normal rent of such accommodation for the first 4 month of unauthorized occupation and four times the normal rent thereafter. An interest @ 12% per annum (to be compounded monthly) shall also be charged on the due amount. I further agree that this shall be without prejudice to other action for eviction, disconnection of utility connection, etc. to be taken by the MTNL against me.
7. I understand that **All maintenance (Civil/Electrical) is to be borne by me through my own funds.** Any repairs including painting and other material replacement has to be borne by me. I also agree that before carrying out any civil or electrical works (not involving any structural change) in the accommodation, I shall have to take permission from the concerned civil/electrical enquiry office of MTNL.
8. On vacating, I shall handover the accommodation in the same or better condition as it was handed over to me. If any damage is found, the same shall be rectified at my cost of repairs will be recovered from the Security Deposit.
9. I shall bound by all the rules and regulations which are applicable for allotment of MTNL staff quarters regarding conduct, sharing, water and electricity charges etc. The lease will be liable to be cancelled in case of any misuse or breach of lease/allotment conduct Rules.
10. I shall not derive any financial benefit in lieu of this allotment. If at any stage, it is found that I am deriving any financial benefit, the allotment may be cancelled. In case of MTNL employee, disciplinary action shall be initiated as per extant MTNL conduct rules.
11. I shall be responsible for all the acts and/or omission of my family members/relatives. Any illegal activity or any nuisance to neighbors may render me ineligible for allotment and may lead to termination of lease at the discretion of ED, MTNL without prejudice to any other action as deemed fit by MTNL.

Name & Signature of applicant

Date _____

Place _____

MTNL CROP- RENTING 2022

GUARANTOR/EMPLOYER CERTIFICATE FORM :

Annexure-B2

(A) DETAILS OF GUARANTOR (MTNL WORKING EMPLOYEE): (To be filled by applicants other than MTNL serving employee)

1. Name of Gurantor – Mr./ Mrs./ Ms._____.
2. (a)Emp. NO._____ (b)Staff No_____.
(c)Due date of retirement _____ (d) _Mobile No_____.
(e) Designation _____(f) Office address_____

“I hereby certified that I am well aware of CROP renting out policy of MTNL and the undertaking given by the applicant Sh._____(Name of applicant) and in case of default / non-payment by the above said Lessee to MTNL, all dues/rent/damages/penalty etc. after adjusting security deposit shall be recovered from my salary or through all available means / benefits even if I get retired from MTNL services. I will also be responsible for said premises to get vacated on time if MTNL needs it as per CROP renting policy”.

Signature of Guarantor

It is certified that the above said guarantor Sh._____(Name of guarantor) is a bonafide and permanent employee of MTNL and his emp. No is _____.

(Controlling officer sign)

Name and designation of controlling officer:_____.

Date _____ Place _____

MTNL CROP- RENTING POLICY 2022

Annexure-B3

EMPLOYER CERTIFICATE FOR INDIVIDUAL CASES:

(To be issued on the letter-head of the organization)

This is to certify that Sh. _____ is a permanent employee of _____ (Name of organization) since _____ (Date/Year of joining) and working as _____ (Designation). (Attested copy of department ID card and pay-slip of the employee are enclosed)

_____ (Name of Organization) is well aware of MTNL CROP renting policy of Quarters and the obligations of our employee under the same.

In this regard _____ (Name of Organization) hereby consent as follows:

1. The stipulated quarter rent as applicable by MTNL for the residence shall be paid by the _____ (Paying authority & Designation) directly to MTNL either through online payment or through cheque on monthly basis.
2. _____ (Name of Organization) undertakes to get the quarter vacated within three months of notice period from Sh. _____ whenever the said quarter will be required by MTNL as per MTNL CROP policy, whether during lease-agreement period or expiry of the same.
3. _____ (Name of Organization) undertakes to get the quarter vacated from Sh. _____ or his/her successor immediately in case of Transfer/Resign/Death etc of said employee and financial benefits i.r.o said employee shall be released only after getting "No Objection Certificate" from building section, HQ MTNL.
4. _____ (Name of Organization) undertakes to implement any action in case of violation of lease agreement clause(s) by our employee as recommended by MTNL under CROP policy.
5. It is recommended to lease the residential accommodation to him/her.

This is issued with the approval of the competent authority. ***

Name of the Authorized Admin/Estt. Officer-

Sign with office stamp:-

Complete office address-

Contact No-

Email-ID-

Note: * Certificate must be issued with the approval of the competent authority i.e head of the Admin/Estt. having rank of at least Jt. Secretary/General Manager or equivalent posts.**

MTNL CROP- RENTING 2022

Annexure-B4

UNDERTAKING IN CASE OF RETIRED EMPLOYEES OF MTNL/BSNL/DOT :

1. Name of applicant : _____
2. Date of Retirement:_____
3. Department Name:_____
4. Address of DDO for pension:_____
5. Pay scale at time of retirement:_____
6. Mobile no/Landline no of applicant:_____

I hereby certified that I am well aware of CROP renting out policy of MTNL and the undertaking given by me and in case of default/non payment; MTNL is authorized by me to recover all dues rent/damages/penalty etc after adjusting my security deposit from my monthly Government pension. I shall abide all provisions of CROP renting policy of MTNL and when the staff quarter allotted to me under this policy will be required by MTNL, the same will be vacated by me in three months advance notice.

Name and sign-

Date:

Place:

MAHANAGAR TELEPHONE NIGAM LIMITED
(A Govt. of India Enterprise)

Annexure B-5

UNDERTAKING FROM MTNL WORKING EMPLOYEE FOR SELF/FAMILY

Ison of....., resident of.....
.....do hereby solemnly affirm and declare as under:

1. That I am serving in MTNL as Emp No.....
2. That I undertake that the said premise i.e. Qtr no _____
shall be used by me for self/family.
3. That I shall use said MTNL premise for residential purpose only.
4. That leasing/renting to third party shall not be done and quarter/premise shall not be
used for any financial benefits or commercial purpose.
5. That I shall abide all the terms and conditions of MTNL CROP renting policy and the
rent/lease agreement signed by me with MTNL.
6. That I undertake to indemnify MTNL in case of any claim in respect of said premises.
7. This is my true and correct statement.

Name of applicant-

Sign-

Place and date-

AFFIDAVIT LANGUAGE:

UNDERTAKING FROM MTNL WORKING EMPLOYEE FOR RELATIVE:

I.....son of Sh.....,
resident of.....do hereby
solemnly affirm and declare as under:

1. That I am a serving employee in MTNL having Designation Emp.
No..... Staff No..... since
2. That I undertake that the said premise i.e. Qtr no
.....shall be used by Mr./Ms.....resident
of.....by profession.....presently
working inis my.....(Relation).
3. That said MTNL quarter shall be used for residential purpose only.
4. That leasing/renting to third party shall not be done and said quarter shall not be
used for any financial benefits or commercial purpose.
5. That I shall abide all the terms and conditions of MTNL CROP renting policy and the
rent/lease agreement signed by me with MTNL.
6. That I undertake to indemnify MTNL in case of any claim in respect of said premises.
7. That I have enclosed all required documents of my relative with application form
along with my documents.
8. This is my true and correct statement.

DEPONENT

Name of applicant-
Sign-
Place and Date –

Name of Relative-
Sign-
Relation with applicant-

RENT/LEASE- AGREEMENT

THIS AGREEMENT OF RENT/LEASE IS MADE AT NEW DELHI ON THIS ____ DAY OF _____.20____.
BETWEEN

Mahanagar Telephone Nigam Limited, a Company duly incorporated and registered under the Companies Act, 1956 and having its registered office at Mahanagar Door Sanchar Sadan, 9,CGO Complex, Lodhi Road, New Delhi-110003 and carrying on/engaged in the business of basic and other telecom services at Delhi and Mumbai, herein after called the “LESSOR” {which expression shall, unless it be repugnant to the context or meaning thereof, include their respective successor and assigns} of the One part, through **DGM, HQ, MTNL, New Delhi.**

AND

Sh./Smt. S/O Sh. _____ working in _____ as _____ since _____ and is presently residing at _____, Delhi _____ referred to as the LESSEE/TENANT [This expressing shall, unless it be repugnant to the context or meaning thereof, include his successors and assignees} of the other part.

WHEREAS THE LESSOR has constructed and is absolute owner of the premises i.e. Quarter No. _____ Delhi- _____ more specifically described in the annexed schedule, hereinafter referred as “Demised Premises” with full powers of disposal at New Delhi for all purposes.

AND WHEREAS the LESSEE/TENANT is desirous of taking on lease/Rent the Qtr. No. _____, Delhi _____ {demised premises} and have approached the LESSOR to make available the said demised premises for residential purposes for a limited duration of two years.

AND WHEREAS in consideration whereof the LESSOR has agreed to the request of the LESSEE for grant of the lease/rent in respect of the said demised premises subject to the terms and conditions hereinafter mentioned.

NOW THESE PRESENTS WITNESSETH:

1. In pursuance of the aforesaid agreement and in consideration of the payment of rents and performance and observance of the obligation on the part of the lessee/Tenant hereby reserved, the lessor do hereby grant unto lessee all that part/portion i.e. as per annexed schedule in favor of the use of lessee for residential purpose with all fixtures and fittings in as- it -is condition will be handed over where the context so admits together thereto and/ or passage ways, entrances, stairs other pathways, for an ingress thereto and egress there from {which shall be held in common with others entitled to similar use and without causing any disturbance to others} and also all rights, benefits, easements, advantaged and appurtenances thereto for a period of ____ years commencing from _____. Subject to the stipulations hereunder to hold the same as above and yielding and paying the monthly advance rent of _____ per month {as per MTNL CROP-2020 policy} inclusive of property tax on or before 5th of the English Calendar month for the month of commence next.
2. Civil/Electrical maintenance work is to be done by respective entities through their own funds and Quarter will be handed over to tenant in present condition only. Any material replacement has to be borne by tenant himself/herself. All repairs including painting etc shall be got done by tenant and MTNL shall not bear any cost whatsoever for repair to these accommodations.

The Lessee do hereby covenant and agree with the Lessor as follows:-

2.1 Lease/Rent conditions:

- 2.1.1. **The Quarter rent will be according to the MTNL Comprehensive Renting –Out Policy (CROP-2020 Renting policy).**
 - 2.1.2. The lessee shall pay the monthly rent in advance or on before 5th of the English Calendar month for the month to commence next.
 - 2.1.3. **The Quarter rent will increase @5% per annum as per MTNL CROP-2020 policy.**
 - 2.1.4. The aforesaid monthly rent shall be paid by the Lessee/Tenant by the way of cheque/DD in the name of the Lessor as aforesaid with **Accounts Officer [Cash] HQ, MTNL, New Delhi.**
 - 2.1.5. In case of MTNL serving employees, all dues will be recovered from his salary through the concerned AO(P&A).
 - 2.1.6. The tenants (in all categories) shall have the option to deposit advance rent for 3,6 or 12 months at time, in which case they shall be entitled to a rebate of 1.5%,3% and 6% respectively on the rental amount.
 - 2.1.7. In addition to the rent, service charges (for housekeeping, street lighting, pump operation, horticulture etc as fixed by the concerned authority), water charges, electricity charges and GST as applicable will also be paid by the tenant. License fee shall not be charged separately.
 - 2.1.8. All income tax liabilities and other taxes if applicable will be borne by the tenant only. No perquisite tax and rebate in income tax, if any shall be borne by MTNL.
 - 2.1.9. Failure to pay Quarter rent in time will lead to automatic termination of lease/rent agreement and the tenant shall be liable to vacate the premises within 30 days of receipt of notice from lessor.
- 2.2 **Mode of Payment:-**The payment of rent by the lessee/tenant to the lessor shall be made either through post dated cheques issued by the lessee at a time for two years in advance at the commencement of the lease or through ECS mandate to the lessee's bank by the lessee in favor of Lessor or as mentioned in 2.1 above. The payment of quarter rent from serving employee of MTNL will be recovered as per above clause 2.1.5.
- 2.3 **Security Deposit:-**(a) No security deposit shall be required from a serving employee of MTNL for one quarter leased under CROP renting policy 2022. However for other quarters, he shall deposit interest free security deposit equivalent to three months rent.
(b) All other tenants shall deposit interest free security deposit equivalent to three months rent and minimum one month advance rent before taking possession.

Duration :-

- 2.4.1 The lease will be only for a period of _____years commencing on the lease/rent agreement date with lock-in period of 3 months along with a condition to vacate the premises on three months of notice after completion of lock-in period by either of the party during subsistence of lease.
- 2.4.2 In case the lessee is desirous of retaining the demised premises beyond aforesaid agreed duration for any extended duration, three months advance notice of such intention shall be given by the lessee and a fresh Lease for a further term up to next ____ years shall be signed by the parties.
- 2.4.3 Any extension beyond initial period as per clause 2.4.1 shall be at the sole discretion of the lessor.
- 2.4.4 In the event of no notice of termination/vacation of premises before or at the expiry of the initial lease period by either of the party, the lease shall automatically stand extended for a duration till the notice served by either party. However any notice sent by Lessor after end of existing lease period will also be applicable for vacation of premises or terminating the current lease..
- 2.4.5 Lease/Rent agreement shall be valid only till posting of the lessee in New Delhi. In the event of transfer out of the lessee from New Delhi to any other place, the lease shall come to an end on the day after two months of such transfer. In such circumstances, the lessee shall vacate the demised premises on the expiry of such one month period from transfer and hand over the possession of the premises to the lessor after clearing all dues.
- 2.4.6 As and when the MTNL staff Quarters are required by MTNL, the same shall be vacated by occupant in three months notice.
- 2.4.7 If the accommodation is not vacated after the one month notice by Lessor, it will be deemed to be under unauthorized occupation of the tenant from the next day after expiry of notice period.

2.5 Other Terms and Conditions:-

- 2.5.1 Lessee shall be entitled to use the said premises for the lawful purpose and is not detrimental to the interest of Lessor.
- 2.5.2 Lessee shall not use the demised premises for any immoral activity also not for creating nuisance and illegal purposes.
- 2.5.3 Lessee shall not make or allow anyone else to make any permanent or structural alterations, variations or additions in the demised premises or any other part thereof unless specifically permitted by the Lessor.
- 2.5.4 The lessee shall not further sublet the premises under any circumstances.
- 2.5.5 Any deviation/violation of the conditions stated in clauses 2.5.1. to 2.5.4. above shall result in automatic termination of the lease and the lessee shall be liable to vacate the premises with 15 days of receipt of notice from Lessor.
- 2.5.6 Lessee/ tenant shall take electricity and water connection in their name and shall pay all dues regularly. Wherever combined meter connection is there, Pro-rata share of bill shall be paid by the individual allottee/lessee.
- 2.5.7 Lessee shall himself be responsible for maintenance of electrical and sanitary fittings in the premises.
- 2.5.8 On expiry of the lease duration, the lessee shall get electricity and water connection disconnected and clear all dues of the electricity and civic authorities and produce copies of "No Dues Certificate" for electricity and water charges at the time of handing over the possession to the lessor.
- 2.5.9 On expiry of the lease duration, the lessee/tenant shall return the premises in the same condition as was taken over at the time of commencement of the lease. Other than normal wear and tear, any physical damage to civil structure of electrical/sanitary fittings and fixture shall be got restored and repaired by the lessee. In case of failure on part of lessee to restore/repair damages to the premises and its fixtures and fittings, the lessor shall be at liberty to recover such cost of repair/restoration from the security deposit of the lessee and/ or take legal action for recovery of cost towards restoration/repair.
- 2.5.10 Lease/rent agreement with all tenants shall be signed under CROP renting policy of MTNL. All charges for executing rent agreement shall be borne by tenant.
- 2.5.11 **Penalty:-** In failure of tenant to vacate and hand over possession of the demised premises to the lessor within prescribed time on expiry/ termination of lease/rent agreement or issue of notice for vacation of the demised premises, the lessee/tenant shall be liable to pay a penalty of two Times of the normal monthly rent to lessor for first four months of unauthorized occupation and four times of the normal rent such accommodation thereafter. Interest @12% per annum (to be compounded monthly) shall also be charged on the due amount. This shall be without prejudice to other actions for eviction, disconnection of utility connections etc to be taken by MTNL or part thereof for such unauthorized occupancy of the demised premises.

3 Notices:-

Any notice intended to be served by the lessor/lessee on the lessee/lessor shall be deemed to be properly served if addressed to their aforesaid address [es] or any other address [es] given by the lessor/lessee to the lessee/lessor when such notice is sent by registered post or by hand and shall be effective for all intents and purposes.

4 Termination:-

In addition to the circumstances given in clauses mentioned above at point no 2.5, either party shall be at liberty to terminate the lease and get the demised Premises vacated by giving one month notice to other side after completion of Lock-in period.

5 Arbitration:-

- 5.1 The parties shall Endeavour to resolve any dispute under the agreement through mutual discussions and negotiations. However, if after thirty (30) days from the commencement of such negotiations, the effort to resolve all or any dispute fails; in that event the matter shall be referred to Arbitration, unless the matter is time barred as per the Limitation act.
 - 5.2 The arbitrator panel as formed by the order of the unit head (ED, Delhi) or any other officer on his behalf shall take up the matter if the matter has not resolved through the process as mentioned under 5.1.
 - 5.2 The decision of MTNL in respect of levy of Penalty shall be final and binding. Any dispute in relation to imposition of penalty or quantum thereof shall not be abatable and the clause of Dispute Resolution shall not be applicable
 - 5.2 There will be no objection to any such appointment that the Arbitrator is a MTNL employee. If however, the arbitrator is a MTNL employee; he will not be one who had an opportunity to deal with the matter to which the agreement relates during the course of his duties and he has expressed his view, on all or any of the matter in dispute or difference.
 - 5.3 The award of the arbitrator shall be final and binding on both the parties. No person other than empanelled Arbitrators of MTNL shall be appointed as an Arbitrator to adjudicate the dispute.
 - 5.4 Subject to the aforesaid provisions, the Arbitrator and conciliation Act 1996 and the rules made there under and any stipulation/modification for the time being in force shall be deemed to apply to the Arbitration Proceedings under this clause.
 - 5.5 The arbitration proceedings shall be in English language.
 - 5.6 That in case of any dispute under this agreement, the courts at Delhi alone will have the exclusive jurisdiction.
- 6 The responsibility for registration/documentation of this indenture would be that of the Lessee and all expenses in that regard would be borne by Lessee/tenant..
- 7 The original lease agreement shall be retained by the Lessor and one copy of the registered document may be kept by Lessee for future record.

8 .SCHEDULES:

- 8.1. Date of commencement : _____20____.
 - 8.2. Term/Duration of the Lease _____
 - 8.3. Monthly Lease Rent **As per MTNL CROP-2020 policy (Rs. _____per month)**
 - 8.4. Increase in Lease Rent. **As per MTNL CROP-2020 Renting policy.**
 - 8.5. Due date for payment of Lease Rent On or before the 5th of each English Calendar month for the month to commence next.
 - 8.6. Renewal of the Lease. [i] Automatic extension of Lease till notice served by Lessor.
[ii] On expiry of the lease period and request of Lessee, on discretion of the Lessor, a fresh lease is to be Executed for any further duration up to next 02 years.
7. Address of the Demised Premises. _____
8. Address of the LESSOR MTNL, HQ, Eastern Court, Janpath, New Delhi-110001
9. Current Address of the LESSEE _____.

IN WITNESS/GUARANTOR WHEREOF THE Parties hereto have set and subscribed their hand to this writing on the day and year first herein above written.

Signed on behalf of the Lessor (MTNL) by
Its Authorized representative
Sh.....
MTNL New Delhi.
(With Stamp)

Signed by the Lessee

Sh._____.
Place_____.
Date_____.

In presence of

Witnesses

1. Sign-
Full Name-
Address-
Office address-
Contact No-

2. Sign-
Full Name-
Address-
Office address-
Contact No-

MAHANAGAR TELEPHONE NIGAM LIMITED

(A Govt. of India Enterprise)

Sub: Modification in implementation of CROP Renting policy 2022

Following modifications has been added to MTNL CROP renting policy dated 18.04.2022:-

1. Maximum number of Quarters rented to MTNL serving employee will be two only and that should belong to the same location of posting (Delhi). Those serving employee who has already been allotted one Quarter on normal allotment basis shall be eligible for renting of only one quarter in Delhi.
2. In case of Renting of Quarters to retired employees of MTNL/BSNL/DOT, the guarantor certificate of MTNL serving employee i.e. annexure B-2 is mandatory along with Pensioner undertaking i.e. annexure B-4. MTNL serving employee whose service remained at least 03 years are eligible to become guarantor. Also the guarantor should be of the same cadre or higher cadre of the applicant (cadre of retiree at the time of retirement). The other documents may be attached along with application as per checklist.
3. In renting preference of renting will follow following order:
 - a. 1st Preference- MTNL serving employee in order of seniority.
 - b. 2nd Preference- MTNL Retired employee.
 - c. 3rd Preference- Working employee of other organization as per Para 2'X'.of CROP policy.
Note: More Preference will be given if request is directly received for group of employees in compare to individual applications of working employees of other organization.
 - d. 4th Preference- Retired employees of DOT/BSNL on first come first serve basis in those spare quarters which remained vacant from all above preferences.
4. 03 Months interest free security deposit along with 01 month advance rent is mandatory for all applicants. The waiver of security deposit as per Para 7(a) of renting policy for MTNL serving employees shall be applicable for first rented quarter only; however 01 month advance rent is mandatory for MTNL serving employees also.
5. As per policy, the notice period for vacation is one month which has been modified to 03 months.
6. If MTNL serving employee is applying for quarter on rent basis for his relative, he will have to submit documents supporting the relation else he may submit affidavit on Rs. 10 stamp paper describing his relation with the said relative and also mentioning that the leasing/renting shall not be done for any financial benefits or other purposes as mentioned in the CROP renting policy. The applicant will have to submit set of documents of his relative as well according to checklist of document.
7. Use modified application form/annexure B-1 for applying of quarter for renting purpose in place of application form/annexure B-1 which is enclosed in the renting policy.

Note:

- A. It is also to clarify that any quarter from the list of surplus accommodation may be removed if it is required for normal allotment to serving employee of MTNL or that quarter is required by MTNL for any specific purpose. The approval of request for renting of quarter will be considered as per availability of surplus quarter at the time of receiving of application.
- B. Applicants are advised to visit quarters to see their actual conditions before applying against them. Frequent Cancellation of requests shall not be entertained.

OFFICE ORDER

To:

Executive Director
Delhi/ Mumbai

Subject: **Policy for renting out of spare/surplus MTNL Staff Quarters** - reg

With reference to various requests for MTNL Staff quarters from units (Delhi and Mumbai Unit) , individuals and various organisations, in this context a policy has been prepared for allotment of spare/surplus staff quarters. In this Policy, MTNL has adopted the Para-9 of BSNL CROP Policy, with certain changes, same is attached as Annexure-A.

The highlights of the Policy are as below:

1. The Eligibility Criteria for the allotment of spare/surplus MTNL Staff Quarter and other provisions shall be as per Annexure-A (copy attached).
2. Surplus staff quarters/accommodations can be rented-out to the following applicants-
 - i. Serving employee of MTNL for self, family & relatives
 - ii. Retired employee of MTNL for self and family.
 - iii. Serving / Retired employee of DoT/BSNL for self and family.
 - iv. Serving employee of a Public Organisation [as defined in Policy] or a PublicSector Bank for self and family.
3. Civil/Electrical maintenance work, is to be done by respective entities through their own funds.
4. As and when the MTNL staff quarters are required by MTNL, the same is to be vacated by occupant in one month notice.
5. It is to be checked by the units that there should not be waiting list of MTNL Serving employee for said staff quarters.
6. Further MTNL shall also identify the colonies which are likely to be monetised in next 3 months, in such cases allotment shall not be allowed.
7. MTNL shall have all the rights in respect of any amendment/clarification/interpretation of this policy.

This issues with the approval of the competent authority.

(Avdesh Kumar) 18/04/2022
DGM(A & L)

Encl: Annexure-A

1. PROVISIONS FOR RENTING OUT OF RESIDENTIAL ACCOMODATION TO INDIVIDUALS:

This section will be added in the existing policy (retaining MTNL staff quarters to MTNL retirees beyond permissible limit of 08 months issued vide MTNL CO Letter No. MTNL/CO/Policy/Staff Qtr/MU/2020-21/245 dated 22/09/2020), for the purpose to extending the permissible classes of tenants for spare/surplus MTNL Staff quarters.

Notwithstanding anything to the contrary contained elsewhere in this policy, the 'surplus' residential accommodations can be rented out to individual persons as per the following provisions-

Definitions: Under these provisions, unless the context otherwise requires,

- a) **"allotment"** means the renting of a residential accommodation in accordance with this policy.
- b) **"allotting authority"** means the authority in MTNL who is empowered to allot residential accommodation at the station.
- c) **"damages"** means a compensation to be levied in the event of unauthorized occupation or misuse of whole or any part of accommodation by the occupant of the accommodation.
- d) **"family"** means family defined in MTNL CDA Rules 1998 and CSO for Non-Executives and any amendment thereof from time to time.
- e) **"Relatives"** means all other relatives of the employee not covered under the term 'family members'.
- f) **"Surplus accommodation"** means the residential accommodation declared as "Surplus" in accordance with existing policy/rules of MTNL.

2. Eligibility Criteria: Such surplus accommodations can be rented-out to the following applicants-

- a) Serving employee of MTNL for self, family & relatives
- b) Retired employee of MTNL for self and family.
- c) Serving / Retired employee of DoT/BSNL for self and family.
- d) Serving employee of a Public Organisation [as defined in Para 'X' 1(a) below] or a PublicSector Bank for self and family.

'X': PERMISSIBLE CLASSES OF TENANTS:

1. In order to ensure that MTNL premises are leased out only to the tenants having good reputation and sound financial standing and there is no problem later on relating to realization of rent or vacation of the building, the buildings shall be rented out only to the

following classes of organizations:

a) Public Organizations, which, for the purpose of renting, shall mean –

- (i) Central/ State Government offices
- (ii) Central/ State PSUs and their subsidiaries/ joint ventures.
- (iii) Autonomous bodies/ Boards/ Councils/ Commissions/ Statutory bodies/ Regulatory bodies etc. running with the budgetary support of Government or controlled by the Government or set-up by a Government Act/Executive order.
- (iv) Constitutional bodies, Judicial & Quasi-Judicial bodies and Organizations set up by an Act of Parliament.

3. Entitlement for Type and number of Accommodation:

a) For a MTNL serving employee, any number of surplus residential accommodations can be rented-out at Delhi and Mumbai Location irrespective of his place of posting, as per following entitlement:

Grade of MTNL serving employee	Types of residential accommodations that can be given on rent
Up to E-2 grade	Any type upto Type-III
E-3 to E-8 grade	Any type upto Type-V
E-9 and above grade	Any type

Provided that the total rent of allotted accommodation(s) to a MTNL serving employee shall not be exceeded 40% of the basic pay plus DA of the employee. However, if the total rent for full period of allotment is paid in advance for any accommodation, then the rent of that accommodation shall not be included in the 40% limit.

b) For all other eligible applicants, a single residential accommodation of any Type upto one step above the entitlement of the applicant can be rented-out, provided that in case of a retired employee, the rent of allotted accommodation shall not exceed 40% of his pension.

4. Period of Allotment:

- a) The residential accommodation shall be rented for a maximum period of 2 years with a provision of further extensions in stretches of 2 years at the sole discretion of MTNL, subject to total maximum renting period of 10 years.
- b) The lock-in-period for occupancy shall be 3 months.
- c) Either party can issue an advance notice of 01 month to vacate the rented accommodation after completion of lock in period.

5. Application for renting of Residential Accommodation:

a) The applicant shall submit an application for renting of residential accommodation as per the enclosed format (Annexure-B1).

- b) For a serving employee of MTNL /BSNL/ DoT/ Public Organisation/ Public Sector Bank, the application shall be duly recommended by the Controlling Officer of employee and submitted to the allotting authority.
- c) The retired employees of MTNL/ BSNL/DoT shall submit the application directly to the allotting authority.
- d) If a tenant desires to continue in the same accommodation after completion of current period of lease, he shall have to apply afresh for re-allotment in the extant category at least two months before the expiry of lease. If he is listed in fresh allotment, the rent will be again decided at the rates applicable at the time of re-allotment.
- e) The cases for renting of residential accommodation to individuals need not go through the any committee and the allotting authority can directly allot the residential accommodation through the usual channel for allotment of staff quarters to MTNL employees.

6. Rent and other charges:

- a) The rent for the residential accommodation shall be as specified in Para 2 of MTNL CROP (MTNL CO Letter No. MTNL/CO/Policy/Staff Qtr/MU/2020-21/245 dated 22/09/2020) policy.
- b) If an employee who is drawing HRA from MTNL takes an accommodation on lease under this Policy at his place of posting, then the lease rent shall be maximum of –
 - (i) Rent as per Para 2 of MTNL CROP (MTNL CO Letter No. MTNL/CO/Policy/Staff Qtr/MU/2020-21/245 dated 22/09/2020) policy.
 - (ii) HRA drawn + License Fee (if accommodation is as per his entitlement)
 - (iii) HRA drawn + 3 times License fee (if accommodation is higher than his entitlement).

This is in view of the guiding principle that HRA is a compensatory allowance given by an employer towards the rental accommodation expenses when the government is unable to provide suitable accommodation to its employee and it should not be source of profit while availing the accommodation provided by the employer.

However, an employee is allowed to take a quarter on lease of any Type below his entitlement at his station of posting without affecting his HRA.

- c) After leasing of a residential accommodation, the applicable rent shall be enhanced @ 5% per annum with effect from 1st April each year.

d) Mode of payment of rent-

- (i) In case of a MTNL serving employee, all dues will be recovered from his salary through the concerned drawing officer. The rent shall be recovered from his salary at the end of the month. The employee shall have the option of depositing the total rent for full period of allotment in advance, in which case recovery from salary will not be made.
- (ii) All tenants other than MTNL serving employees shall pay monthly rent in advance by the 5th day of each month.
- (iii) The tenants (in all categories) shall also have the option to deposit advance rent for 3, 6 or 12 months at time, in which case they shall be entitled to a rebate of 1.5%, 3% and 6% respectively on the rental amount.

7. Security Deposit :

- a) No security deposit shall be required from a serving employee of MTNL for one quarter leased under this policy. However, for other quarters, he shall deposit interest free Security Deposit equivalent to three months rent.
- b) All other tenants shall deposit interest free Security Deposit equivalent to three months rent and minimum one month advance rent before taking possession. Such tenants shall also have an option to provide the guarantee of one serving MTNL /DoT employee who is not due for retirement within six months after the allotment period, in which case the Security Deposit can be waived off.

- c) On vacation of rented accommodation by the tenant, security deposit shall be returned after deducting dues, charges, etc., if any. However, if the tenant surrenders the accommodation within the lock-in period, the rent for the lock-in period shall also be recovered from the security deposit.

8. Unauthorized Occupation and Damages:

a) Unauthorized Occupation of accommodation:

- (i) If the accommodation is not vacated by the last day of lease period, it will be deemed to be under unauthorized occupation of the tenant from the next day after the expiry of lease period.
 - (ii) If a tenant, who was eligible as per Para 2 & 3 above at the time of allotment, becomes ineligible at any later date, he shall immediately inform the allotting authority and vacate the accommodation within 01 months thereof, failing which it will be deemed to be under 'unauthorized occupation' from the date of expiry of one month period.
 - (iii) If the rent or any other dues remain unpaid upto 15 days from the due date of payment, an interest at the rate of 12% per annum for the period of delay calculated on day-to-day basis shall be charged. Such interest shall be compounded on a monthly basis. If the rent or any other dues still remain unpaid upto 45 days from the due date of payment, the accommodation will be deemed to be under unauthorized occupation of the tenant from the original due date of payment. In such case, the competent authority in MTNL shall issue the eviction notice and the accommodation shall be got vacated before expiry of 3 months from the due date of payment.
- b) In all cases of 'unauthorized occupation' of accommodation, the tenant shall be liable to pay damages per month at the following rates-
- (i) Twice the normal rent of such accommodation for the first 4 months of unauthorized occupation.
 - (ii) Four times the normal rent of such accommodation thereafter.
- Interest @ 12% per annum (to be compounded monthly) shall also be charged on the due amount. This shall be without prejudice to other actions for eviction, disconnection of utility connections, etc. to be taken by the MTNL.
- c) Any amount remaining due even after adjusting security deposit shall be recovered from salary of the tenant/ Guarantor of the tenant or from the tenant through all available means including legal actions.

9. Maintenance of accommodation

- a) All maintenance (Civil/Electrical) is to be done by respective entities through their own funds. Any material replacement has to be borne by the tenant himself/herself. All repairs including painting etc. shall be got done by tenant and MTNL shall not bear any cost whatsoever for repair to these accommodations.
- b) No repair/modification involving structural changes shall be allowed in the accommodation. If the tenant wants to carry out any civil or electrical works (not involving any structural change) in his accommodation, he shall have to take prior permission from the concerned civil/electrical enquiry office. However, no permission will be required for carrying out whitewashing/painting or routine carpentry/plumbing/electrical repair.
- c) On vacating, the tenant shall handover the accommodation in the same or better condition as it was handed over to him. If any damage is found, the same shall be rectified at his cost or the estimated cost of repairs will be recovered from the Security Deposit.

10. Other terms and conditions:

- a) Lease agreement with all tenants shall be signed under this policy. All charges for executing lease agreement shall be borne by the tenant.
- b) The necessary safeguards shall be provided in the allotment letter to prevent unlawful use of such rented-out accommodations and non-payment of statutory dues like rent, electricity,

water bill, common service charges, maintenance etc.

- c) No sub-letting of rented-out accommodation shall be allowed. The tenants shall be bound by all the Rules and regulations which are applicable for allotment of MTNL staff quarters regarding conduct, sharing, water and electricity charges etc. The lease will be liable to be cancelled in case any misuse or breach of lease/allotment conditions comes to notice of MTNL.
- d) The tenant shall not derive any financial benefit in lieu of this allotment. If at any stage, it is found that tenant is deriving any financial benefit, the allotment shall be cancelled and one month's notice shall be issued to vacate the accommodation. In case of MTNL employee, disciplinary action shall be initiated as per extant MTNL Conduct Rules. However, reimbursement of rent to a MTNL employee by his relatives shall not be considered as financial benefit.
- e) The tenant to whom such vacant accommodation is rented, shall be responsible for all the acts and/ or omissions of his family members/ relatives. Any illegal activity or any nuisance to neighbors may render him ineligible for allotment and may lead to termination of lease at the discretion of ED of respective Unit, without prejudice to any other action as deemed fit by MTNL.

11. Civil/Electrical Maintenance Work:

Civil/Electrical maintenance work, is to be done by respective entities through their own funds.

12. Vacation Notice in respect of MTNL Staff Quarter:

As and when the MTNL staff quarters are required by MTNL, the same is to be vacated by occupant in one month notice.

Note: This vacation clause will supersede all previous clauses in case of vacation of staff quarter, If MTNL staff quarter is required to MTNL.

Note:

- 1. The above text and clauses are taken from PARA 9 of CROP-2020 BSNL, in this PARA, PARA 3.1(a), is also referred, so this is also taken.
- 2. The existing Rules for Allotment/Retention/Vacation of MTNL Residences shall be continued as per the eligibility mentioned in these rules for MTNL Serving employee.
- 3. Para 9,10 &11 of BSNL CROP 2020, has been adopted for MTNL point of view for renting out vacant/spare staff quarter of MTNL not for other building/space. In future, If any clarification/interpretation are required in this context, we shall take help of CROP-2020 of BSNL.

MAHANAGAR TELEPHONE NIGAM LIMITED

(A Govt. of India Enterprise)

Annexure-B1

APPLICATION FORM FOR RENTING OF MTNL RESIDENTIAL ACCOMMODATION UNDER CROP-2020 POLICY OF MTNL

Category: [Check whichever is applicable]

- a) Serving employee of MTNL
- b) Retired employee of MTNL
- c) Serving /Retired employee of BSNL
- d) Serving / Retired employee of DoT.
- e) Serving employee of a Public Organisation

Type & Location of quarter applied for:

Paste a copy of
recent identity card
size photograph
duly attested by
unit officer

DETAILS OF APPLICANT:

1. Name of Applicant – Mr. / Mrs. / Ms. _____
2. Name of Father/Husband - _____
3. Date of Birth of applicant _____
4. Current Residential Address _____
City _____ State _____ Pin Code _____
5. Phone _____ Mobile _____ Email _____
6. PAN No. _____ Aadhaar No. _____
7. Name of Organisation _____
8. Designation of Applicant _____
9. Full office address _____
City _____ State _____ Pin Code _____
10. Address of DDO for salary/pension _____
City _____ State _____ Pin Code _____
Phone _____ Mobile _____ Email _____
11. Pay Scale/ pay scale at retirement (Also mention CDA/IDA) _____
12. Present Pay: (Basic) Rs. _____ (DA) Rs. _____

DETAILS OF RESIDENTIAL ACCOMMODATION:

13. Type of Quarter entitled for: (As per MTNL/DoE norms) _____ (As per of CROP Policy) _____
14. Duration/ Period for which accommodation is required _____
15. Details of MTNL residential accommodation(s), if any, already in possession of Applicant or his family-

DETAILS OF GUARANTOR (MTNL WORKING EMPLOYEE), IF ANY:

16. Name of Guarantor – Mr. / Mrs. / Ms. _____
HR No. _____ Due date of retirement _____ Mobile no. _____
Designation _____ Office address _____

It is certified that the applicant is a bonafide permanent employee of our organisation and it is recommended to lease the residential accommodation to him/her.

Signature of applicant

(Controlling officer)

Date: _____

Place: _____

MAHANAGAR TELEPHONE NIGAM LIMITED

(A Govt. of India Enterprise)

UNDERTAKING BY APPLICANT

Certified that I will abide by all the terms and conditions for renting of residential accommodation as mentioned below –

1. I will use the accommodation only for myself and my family. I will not sublet the accommodation.
2. I understand that the lock-in period for occupancy shall be 3 months and if I surrender the accommodation within the lock-in period, the rent for the lock-in period shall also be recovered from the security deposit. Either party can issue an advance notice of One month to vacate the rented accommodation after completion of lock in period.
3. In addition to the prescribed rent, Service Charges (as fixed by the concerned ED), water charges, electricity charges and GST as applicable will also be paid by me. All income tax liabilities and other taxes, if applicable, will be borne by me only. No perquisite tax and rebate in income tax, if any, shall be borne by MTNL.
4. I will pay the monthly rent in advance by the 5th day of each month. (In case of a MTNL serving employee, all dues will be recovered from his salary through the concerned drawing officer.) If the rent or any other dues remain unpaid upto 15 days from the due date of payment, an interest at the rate of 12% per annum for the period of delay calculated on day-to-day basis shall be paid by me. Such interest shall be compounded on a monthly basis.
5. I will vacate the accommodation on completion of lease period or on completion of notice period whichever is earlier. Further, if I am transferred from my present post or retire or resign from service, I will immediately inform the allotting authority.
6. If I occupy the accommodation beyond the period permitted by MTNL, I shall be liable to pay damages equal to twice the normal rent of such accommodation for the first 4 months of unauthorized occupation and four times the normal rent thereafter. An interest @ 12% per annum (to be compounded monthly) shall also be charged on the due amount. I further agree that this shall be without prejudice to other actions for eviction, disconnection of utility connections, etc. to be taken by the MTNL against me.
7. I understand that **All maintenance (Civil/Electrical) is to be borne by me through my own funds**. Any repairs including painting and other material replacement has to be borne by me. I also agree that before carrying out any civil or electrical works (not involving any structural change) in the accommodation, I shall have to take permission from the concerned civil/electrical enquiry office of MTNL.
8. On vacating, I shall handover the accommodation in the same or better condition as it was handed over to me. If any damage is found, the same shall be rectified at my cost or the estimated cost of repairs will be recovered from the Security Deposit.
9. I shall be bound by all the rules and regulations which are applicable for allotment of MTNL staff quarters regarding conduct, sharing, water and electricity charges etc. The lease will be liable to be cancelled in case of any misuse or breach of lease/allotment conditions.
10. I shall not derive any financial benefit in lieu of this allotment. If at any stage, it is found that I am deriving any financial benefit, the allotment may be cancelled. In case of MTNL employee, disciplinary action shall be initiated as per extant MTNL Conduct Rules.
11. I shall be responsible for all the acts and/ or omissions of my family members/ relatives. Any illegal activity or any nuisance to neighbours may render me ineligible for allotment and may lead to termination of lease at the discretion of ED, MTNL without prejudice to any other action as deemed fit by MTNL.

Name & Signature of applicant

Date _____

Place _____