



MAHARASHTRA TELEPHONE NIGAM LIMITED, MUMBAI.
(A Government of India Enterprise)
O/o DM(Estate), 9th floor, Telephone House, Dadar (W), Mumbai -400028.

No.DM(Estate)/MBI/Retention/Dept.Qrts/CROP 2020/20-21

Date:29/09/2020

CIRCULAR

Sub: Retention of staff quarters beyond permissible limit of 8 months on rental basis under CROP 2020 in Mumbai.

Ref: No.MTNL/CO/Policy/Staff Qtr/MU/2020-21/245 Dtd 22.09.2020 for retention of residential accommodation on rental basis in MTNL Mumbai issued by MTNL Corporate Office.

With reference to the above subject matter, permissible period of 8 months has already been allowed vide No.AEO/Estate/HQ/VRS/Quarters Retention/2019-2020 Dated :27/01/2020 by competent authority. Request for further retention of Staff Quarters beyond permissible period /renting of the same accommodation can only be considered if there is no waiting list nor perceived demand from working employees. This Policy comes into effect from 01/10/2020. Copy of the Policy is attached here with.

Allottees requiring further renting /retention of occupied staff Quarters are here by asked to apply for the same as per Annexure-B2 with Undertaking under Comprehensive Renting Policy available on in <http://pensioner.mtnl.in/> under [CROP 2020] TAB. Monthly Rental charges applicable for retention of residential accommodation after permissible period is attached as Annexure. The filled in application form should reach this office on or before 07/10/2020. copy can also be sent on email:smhqest@gmail.com.

Occupation of Staff Quarters where permission for further retention of staff Quarters is not granted is treated as Unauthorized and liable to Penal/Damage charges as per CROP 2020 Policy.

This is issued with the approval of Competent Authority.

D. Nivedan
Dy Manager (Estate) 29/09/2020
MTNL Mumbai

Copy to :

- 1) ED MTNL Mumbai -- for Information
- 2) All PGM's---for Information
- 3) All GM's/CE(BW)---for Information
- 4) All SM/DM(Bldg) in-charge for wide circulation
- 5) General Secretary, MTNKS Mumbai
- 6) Union & Associations of Retired Executives & Non executives

Monthly Rental charges for Retention of Residential Accommodation beyond
Permissible period

Type of Quarters	Rent per Month	Water charges	Service charges		Total Rent payable per Month in (Rs)
			CIVIL	Electrical	
Type-I	8607	185	519	159	9470
Type-II	11561	185	673	206	12625
Type-III	19765	185	824	252	21026
Type-IV	27322	185	1200	367	29074
Type-IV Spl.	31627	185	2034	622	34468
Type-VA & VB	38521	211	2230	791	41753
Type VI A	49359	211	3281	1165	54016
Type VI B	55680	211	3281	1165	60337

J. Nivale
उप प्रबंधक (संभार/09/2020)
Dy. Manager Estate
म.टे.नि.लि., मुंबई
M T N L Mumbai

MAHANAGAR TELEPHONE NIGAM LIMITED, MUMBAI

(A Govt. Of India Enterprise)

O/o DM(Estate),9th Floor,Telephone House, Dadar(W),Mumbai 28

Annexure-B2

APPLICATION FORM FOR RETENTION OF MTNL RESIDENTIAL
ACCOMODATION BY WAY OF RENTING UNDER SECTION-10 OF CROP-2020
POLICY OF MTNL.

DETAILS OF ALLOTTEE:

1. Name of Allottee - Mr./Mrs./Ms.
2. Designation & Staff No :
3. Landline No : Mobile No :
4. E mail id :
5. Name of Parent Department:
6. Address of Pay Disbursing officer (At the time of Last working Day) :

7. Address of Pay Disbursing officer (Pension) :

8. Basic pay at retirement (IDA):
9. PPO No :

DETAILS FOR RETENTION:

10. Type & Complete Address of Quarter Allotted :

11. Event due to which allotment period ceased & Date of Event :
(eg- Transfer, Retirement, Death etc) :Tick whichever is applicable
12. Normal Retention period (8 Months) : From _____ to _____
13. Last possible date considering maximum period of 2 years beyond
Normal Retention Period:
14. Details of previous retentions allowed beyond Normal Retention
Period (if yes) :-Retention from _____ to _____.
15. Period for which accomodation is to be retained now:
From to

--contd---

16. Is the present accommodation a post attached Quarter?

17. Reasons for which further retention of quarter is being requested:

18. Does the allotted or his family owns any house in the city where quarter retention is Sought (if yes) then complete address:

I hereby declare that the information furnished by me at Para 1 to 18 above are correct to the best of my knowledge and that if any information is found incorrect, I am liable to be charged damage rates as demanded by MTNL, besides any other disciplinary action which the Department may deem fit.

I also undertake that if my above request for retention of quarter is not approved for whatever reasons, I will pay damage rent as decided by MTNL, I also undertake to accept the retention of quarter at the rent decided by MTNL.

Name ;

Date :

Place :

Signature of allottee

MAHANAGAR TELEPHONE NIGAM LIMITED, Mumbai
(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 MTNL can issue an advance notice of 2 months to vacate the rented accommodation anytime during the period of lease.
3. In addition to the prescribed rent, Service Charges (as fixed by the concerned ED MTNL Mumbai), 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. If the rent or any other dues remain unpaid upto 15 days from the 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.
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 only minimum maintenance by providing labour connected with water supply, sanitation etc. will be done by MTNL. 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 estimate cost of repairs will be recovered from my Security Deposit/Due, if any.
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 MUMBAI without prejudice to any other action as deemed fit by MTNL.

Name & Signature of applicant.

Date _____

Place _____

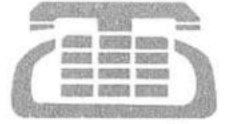
महानगर टेलीफोन निगम लि०

(भारत सरकार का उद्यम)

Mahanagar Telephone Nigam Ltd.

(A Government of India Enterprise)

CIN: L32101DL1986GOI023501



22/c

File No. MTNL/CO/Policy)/Staff Qtr./MU/2020-21/245

Dated : 22/09/2020

To

Executive Director
Delhi/ Mumbai

Subject: Retention of staff quarter beyond permissible limit of 08 months- reg

With reference to various representation of Majority Unions and individuals on above subjected matter, Competent Authority has decided retention of residential accommodation beyond the normal permissible period for MTNL employee by way of renting in line with the para (10) and (11) of Comprehensive Renting-Out Policy (CROP-2020), BSNL. Following conditions are to be met for this policy as below:

- A. Two conditions has to be fulfilled.
 - (i) There is no waiting list for the quarter in that colony.
 - (ii) All the conditions as mentioned in Annexure-I attached are in line with para (10) and (11) of Comprehensive Renting-Out Policy (CROP-2020), BSNL will apply as it is. This Policy shall be part of **Rules for Allotment /Retention/Vacation of MTNL Residences.**
- B. Further MTNL shall also identify the colonies which are likely to be monetised in next 6-12 months in such cases retention beyond the expected period of monetisation shall not be allowed.
- C. Further lease agreement permission letter shall specify that at any point of time MTNL can get the quarter vacated after giving 02 months notice.

This issues with the approval of the competent authority.


(Shama Kaushik)
DGM(HR)

Encl: Annexure-I

Copy to: 1. Sh. Arvind Sawant, Hon'ble Member of Parliament

2.MTN Kamgar Sangh/Forum of MTNL Unions Association/MTNL Executive Association

पंजीकृत एवं निगम कार्यालय : महानगर दूरसंचार सदन, 5वां तल, 9 सी.जी.ओ. कॉम्प्लेक्स, लोधी रोड, नई दिल्ली-110003

फोन कार्यालय : 24319020, फैक्स: 24324243

Regd. & Corporate Office : Mahanagar Doorsanchar Sadan, 5th Floor, 9 CGO Complex, Lodhi Road, New Delhi-110 003 India
Phone Off.: 24319020, Fax : 24324243

आप हमारे साथ हिन्दी में भी पत्राचार कर सकते हैं।

1. RETENTION OF RESIDENTIAL ACCOMMODATION BEYOND THE NORMAL PERMISSIBLE PERIOD BY WAY OF RENTING.

1.1. Applicability of this Section:

a) If a serving MTNL employee has been allotted a staff quarter under normal allotment Rules, then in case of events such as transfer, deputation, retirement, death etc. he is allowed to retain the quarter for a certain period, called the normal permissible period. The duration of normal permissible period, the fees/charges and the terms & conditions thereof are governed by the corresponding Rules followed by the Directorate of Estates, Govt. of India and/or any other instructions issued by MTNL in this regard.

This section pertains to retention of a quarter beyond the "Normal Permissible Period" and will replace the corresponding provisions contained in **Rules for Allotment /Retention/Vacation of MTNL Residences**.

b) Further, this Section shall only be applicable for retention of a staff quarter allotted under normal Allotment Rules and not under the various policies earlier issued by MTNL for allotment of 'surplus staff quarters'.

1.2. Eligibility Criteria and procedure:-

a) If an allottee or his family (in case of death of allottee) desires to retain a staff quarter beyond the "Normal Permissible Period", he shall apply to the Unit Head in Proforma placed at Annexure-B2. The Unit heads are empowered to rent it out to him under this policy, provided there is no waiting list at the station. Moreover, in case of a deceased allottee, the extended retention period shall be allowed only if the deceased allottee or any member of his family does not own a house at the place of occupation of accommodation.

b) The cases/requests for retention shall be decided by the Unit head, who may be assisted by a High Power Committee to be constituted at Unit Headquarters and may consist of the following -

- PGM/Sr. GM - Chairman
- GM (concerned with quarter allotment) - Member
- IFA or a DGM(F) nominated by him - Member

1 of 5 | Page

Above Policy is as per Para 10 and 11, of Comprehensive Renting-Out Policy (CROP-2020), BSNL

The concerned cell in the Unit office, handling cases of quarters will coordinate/provide necessary support to the committee.

1.3. Period of retention

a) The accommodation can be retained on rent for a maximum period of 6 months at a stretch, subject to a total of maximum two years beyond the "Normal Permissible Period".

b) Either party can issue an advance notice of 2 months to vacate the rented accommodation.

1.4. Unauthorized Occupation and Damages:

a) If the accommodation is not vacated by the last day of extended retention period, it will be deemed to be under unauthorized occupation of the tenant from the next day after the expiry of extended retention period.

b) 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.

c) In cases where permission for further retention of staff quarter is not granted and the occupant of the quarter continues beyond the permitted period, the entire period after the last date of permitted period shall be treated as unauthorized.

d) 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.

1.5. Other terms and conditions

- a) The rent and other charges shall be as specified in Section-2(Para-2) of this policy.
- b) No security deposit is required to be deposited for retention of quarters.
- c) Only minimum maintenance by providing labour connected with water supply, sanitation, etc. will be done by MTNL. 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. On vacating, the tenant shall handover the accommodation in the same or better condition as it was handed over to him..
- d) The necessary safeguards shall be provided in the permission letter for retention to prevent unlawful use of such retained accommodation and non-payment of statutory dues like electricity, water bill and rental, maintenance etc.
- e) Status of availability of staff quarters will be reviewed every month. In case, the situation/status of vacant quarters changes and quarters are required by the eligible employees, then the quarter may be got vacated after giving due notice of two months to the allottee. This condition shall be mentioned in the order allowing retention of the quarter.
- f) On transfer, if the accommodation at old station is retained, then HRA is admissible only for 8 months at the new station. Thereafter, the employee is not eligible for grant of HRA at the new station. In case the employee is allotted quarter at the new station in addition to retention of quarter at the old station, then the employee shall pay HRA + licence fee + departmental charges for the accommodation allotted at

3 of 5 | Page

Above Policy is as per Para 10 and 11, of Comprehensive Renting-Out Policy (CROP-2020), BSNL



the new place of posting. In addition, the employee will pay the prescribed rent and other charges for the accommodation retained at the old place of posting.

g) Government of India has issued separate instructions on "Post-Attached/Earmarked Quarters". Any provision under this policy will apply on Post-Attached Quarters only as long as it is not in contravention to such instructions on this category of quarters.

h) In case of transfer of an allottee to other organization, if MTNL has an MoU for staff quarters with that organisation, the retention beyond the normal permissible period can also be decided under the T&C's of such MoU.

2. RENT FOR RESIDENTIAL ACCOMMODATION

2.1. The monthly lease rent to be charged from individuals for various types of residential accommodation shall be as under -

a) For Delhi and Mumbai

Type of Quarter	Rent in Rupees per month
I	8607
II	11561
III	19765
IV	27322
IV(S)	31627
V-A & V-B	38521
VI-A	49359
VI-B	55680

b) In case of Bungalows (i.e. stand-alone houses), a premium as given below, shall be charged over the rent prescribed in Section 2.1(a) -

For 'X' cities (including Delhi & Mumbai)	Rent shall be charged 25% extra over and above the prescribed rent in Section 2.1(a)
---	--

2.2. The above rent shall be applicable with effect from the date of implementation of this policy. It shall be increased @2.5% with effect from 01.04.2021. Thereafter, w.e.f. 01.04.2022, it shall be increased @5% per annum.

2.3. In some colonies, there may be substantial variation between rental rates specified in Section-2.1 and the prevailing market rent due to various factors such as Premium/Nonpremium location of colony, condition of staff quarters, demand-supply position, amenities available etc. In such cases, the Unit Head may alternatively decide the lease rent. However, the decided lease rent shall not be lower than 90% of that indicated in the relevant table provided under Section-2.1 above.

2.4. In addition to the above lease rent, Service Charges (for housekeeping, street lighting, pump operation, horticulture etc. as fixed by the concerned CGM), water charges, electricity charges and GST as applicable will also be paid by the tenant. License fee shall not be charged separately.

2.5. 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.

2.6. The Classification of Cities X, Y, Z shall be as per Ministry of Finance, Department of Expenditure OM No. 2/5/2014-E.II(B) dated 21st July 2015 read with up-to-date amendments.

