

Prasar Bharati
(India's Public Service Broadcaster)
Tower "C", Copernicus Marg,
New Delhi - 110001

File No. File No. G-1012/05/2019-Est. | 136

Dated 03.03.2020

Subject: Guidelines for allotment of vacant staff quarter(s) of Prasar Bharati to other Central Government /State Government Departments / PSUs, etc. - regarding

The need was felt since long to formulate and issue uniform guidelines for allotment of vacant staff quarters of Prasar Bharati (All India Radio & Doordarshan) to Central Government/State Government/PSUs, etc. both for residential as well as for office purposes. In order to facilitate the processing of such requests for allotment of vacant staff quarters received from other Central Government/State Government/PSUs, etc., the guidelines along with the formats for Lease Agreements are hereby circulated with the approval of Competent Authority. It is requested that proposals for allotment of vacant staff quarters may in future be forwarded to this Secretariat after being examined on the basis of enclosed guidelines.

2. The receipt of these guidelines/Lease Agreements may be acknowledged.

M S Duhan
3.3.2020

(M S Duhan)

Deputy Director General (Land Management)

Telephone: 011-23118818

Enclosed: As above

1. Director General, Doordarshan, New Delhi-110001
2. Director General, All India Radio, Sansad Marg, New Delhi-110001

Copies for information to:

1. Staff Officer to CEO, Prasar Bharati, Copernicus Marg, New Delhi
2. P.P.S. to Engineer-in-Chief (SI & CS), Prasar Bharati, New Delhi
3. P.S. to ADG (Admn.), Prasar Bharati, New Delhi
4. P.S. to CE (CCW), Sochna Bhawan, New Delhi

Guidelines for allotment of vacant staff quarters of Prasar Bharati to Central/ State Government Departments, Statutory Organisations and Public Sector Undertakings

1. Introduction:

For providing accommodation to staff members of All India Radio and Doordarshan, staff quarters have been constructed at various places in the country. However, in view of continuously depleting staff strength of both All India Radio and Doordarshan due to retirements and non-recruitments, a large number of such staff quarters are lying vacant. As a consequence, the public funds invested in constructions of such staff quarters are not resulting into any commensurate benefit. Also, because of being in disuse, their proper maintenance and upkeep has not been up to the mark. In view of these factors, Prasar Bharati has decided to lease such staff quarters to central/state government departments, statutory organizations and public sector undertakings (hereinafter referred to as public entities). Accordingly, these guidelines have been framed for managing and regulating the leasing of such staff quarters to public entities.

2. Identification of vacant staff quarters

- 2.1 Heads of offices of various field offices of Prasar Bharati, shall function as ex-officio Estate Officers in respect of staff quarters located at such field offices.
- 2.2 The Estate Officers as per Clause 2.1 shall make a survey of staff quarters under them and identify the staff quarters, which are vacant and are not likely to be used for one year or more.
- 2.3 A Estate Officer shall prepare a list of such vacant quarters along with their types and segregate such quarters into two categories, viz., Category A (suitable for both office space and residential accommodation) and Category B (suitable for residential accommodation only). Category A will consist of such staff quarters that can be leased for office purposes without causing any disturbance to the residents in the staff quarters premises.
- 2.4 A list as per Clause 2.3 shall be sent to the Prasar Bharati Secretariat where a centralized record of such quarters shall be maintained.

3. Allotment of vacant staff quarters identified as per Clause 2

- 3.1 Vacant staff quarters that have been identified as per Clause 2 in Categories A and B will be made available to public entities for use either as office space or as residential accommodation of their staff members.

- 3.2 Keeping in view the basic nature, purpose and ambience of such staff quarters, even in cases of falling in Category A as per Clause 2.3, first preference will be given for their use as residential accommodation.
- 3.3 While considering the requests for leasing out staff quarters for office accommodation, first preference is to be given to such requests where use of the place will not involve public dealing.
- 3.4 To the extent feasible, the Estate Officer shall strive to ensure that leasing out of staff quarters is done in full blocks rather than in scattered manner across the residential colony.
- 3.5 Staff quarters shall be leased out directly to the concerned public entities, which will further allot them to individual staff members as per their own criteria. In no case, such quarters shall be allotted directly to any individual staff member.
- 3.6 The staff quarters shall be leased out on as and where basis.

4. lease period and premature termination

- 4.1 The staff quarters may be normally leased out for a period of 3 years starting from the date of signing of the lease deed.
- 4.2 The lease period can be further extended from time to time.
- 4.3 Either party shall be at liberty to prematurely terminate the lease deed any time before the end of the lease period or extended lease period by serving a notice of three months.

5. Monthly lease rent

- 5.1 In case of staff quarters to be used as office spaces, the lease rent shall be fixed as per the assessment of CCW of All India Radio. Lease rent initially fixed at the time of signing of the lease deed shall be subject to revision from time to time during the lease period.
- 5.2 In case of staff quarters to be used as residential accommodation, the license fee shall be equal to the entitlement of monthly house rent allowance to the allottee employee.
- 5.3 The monthly lease rent shall commence from the date of signing of the lease deed. It shall be credited in advance on the 10th of each month in the designated account of Prasar Bharati through direct transfer.
- 5.4 The Electricity and Water charges shall be borne by the concerned public entities in case of staff quarters being used as office spaces and by the allottee employee in the event of such quarters used as residential accommodations. For this purpose, the public entities or allottee employees, as the case may be, shall approach the concerned authorities for separate electricity and water supply connections at their own expenses. In the event of separate water supply connection not being feasible and the same being provided by Prasar

Bharati, the public entities or the allottee employee, as the case may be, shall pay installation and monthly charges for the same as decided by Prasar Bharati.

6. General terms and conditions

- 6.1 Lessee public entities or their employees shall:
- a) ensure that any equipment/material used internally within the leased staff quarters shall not cause any fire or any electrical, structural, pollution and health hazards to other residents in the colony.
 - b) not carry on or permit to be carried on in the leased staff quarters or in any part thereof, any activities, which shall be or are likely to be unlawful, obnoxious or of nuisance, annoyance or disturbance to other residents in the colony.
 - c) not store any goods of hazardous or combustible nature, or which are heavy, so as to adversely affect the construction or the structure of the leased staff quarters or other parts of the building or put the leased staff quarters and other parts of the building to any other risk or in any manner interfere with the use of common areas by other residents in the colony.
 - d) not be entitled to make any structural additions/alterations in the leased staff quarters. Any temporary works done by the lessee public entities or their employees shall be removed by it at its own cost on the termination/ expiry of the lease deed and the leased staff quarters shall be handed over after rectifying any defects/ damages, subject to normal wear & tear, that may be pointed out by Prasar Bharati.
- 6.2 All structural repairs such as cracks in the structure, replacement of hidden sanitary pipes and all other major repairs, either structural or relating to electric or water supply including leakage in roof, bursting of any main electrical cables, corroding or bursting of water pipes or sewage system, shall be undertaken by Prasar Bharati at its own cost and expenses.
- 6.3 In the event of expiry or termination of the lease deed, public entities or their employees shall have the right to remove any furniture(s)/fixture(s) & equipment(s) as installed by it during the lease period. Original fittings installed by Prasar Bharati, while handing over the leased staff quarters, shall be handed back in proper working condition by the public entities or their employees to Prasar Bharati. No further reinstatement of the leased staff quarter will be required to be carried out by the public entities or their employees other than the removal of the items owned and installed by it as aforesaid.

- 6.4 The public entities or their employees shall not assign, relinquish, mortgage, sublet, or transfer any part of the leased staff quarters, nor cause any sub division thereof without the written consent of Prasar Bharati.
- 6.5 In the event of any dispute arising between the parties, efforts shall be made by the parties to settle such dispute amicably through mutual consultation. If such settlement is not possible then the dispute shall be referred to a sole arbitrator to be appointed by mutual consultation. The sole arbitrator shall adjudicate the dispute in accordance with the Arbitration and Conciliation Act, 1996, as modified from time. The language to be used in the arbitral proceedings shall be English. The venue of arbitration shall be Delhi. The award of the arbitration tribunal shall be final and binding on the Parties.
- 6.6 Any deviation from these guidelines shall require express approval of the Chief Executive Officer, Prasar Bharati for reasons to be recorded in writing.
- 6.7 Model lease deeds to be signed between Prasar Bharati in cases of use of staff quarters for office purposes and residential purposes are annexed as **Annexure-I** and **Annexure-II**.

ANNEXURE-ILEASE DEED

THIS Lease Deed is made at NEW DELHI on this ___th day of ___(month and year).

BETWEEN

1. Prasar Bharati (India's Public Service Broadcaster), an autonomous body constituted under the Prasar Bharati (Broadcasting Corporation of India) Act, 1990 having its headquarters at Prasar Bharati House, Copernicus Marg, New Delhi -110001, hereinafter referred to as the LESSOR of the **FIRST PART**
2. (NAME AND ADDRESS OF THE ORGANISATION) hereinafter referred to as the "LESSEE" of the **SECOND PART**.

(Hereinafter referred to as the LEASE DEED)

The LESSOR and the LESSEE shall hereinafter collectively be referred to as the "Parties".

WHEREAS:

- A) The LESSOR is the absolute owner and is in legal and rightful possession of the staff quarters located in the ---- (ADDRESS), as per details given in the **annexure**, which forms the part of the Agreement. (hereinafter referred to as the DEMISED PREMISES).
- B) The LESSEE approached the LESSOR to take on lease the DEMISED PREMISES for its official use.
- C) The LESSOR has agreed to lease the DEMISED PREMISES as required by the LESSEE.
- D) The LESSOR and LESSEE have agreed to inter in to an arrangement in the form of the LEASE DEED in respect of the DEMISED PREMISES on the terms and conditions contained hereinafter.

NOW THIS LEASE DEED WITNESSETH AS FOLLOWS:**1: LEASE PERIOD AND PREMATURE TERMINATION**

- 1.1. The lease period is for 3 years starting from the date of signing of the LEASE DEED. ("**Lease Period**").
- 1.2. The Lease period can be further extended from time to time as per mutual agreement.
- 1.3. Either party shall be at liberty to prematurely terminate the LEASE DEED any time before the end of the Lease Period by serving a notice of three months.

2: MONTHLY LEASE RENT

- 2.1 The LESSEE shall pay to the LESSOR a monthly lease rent as decided by the CCW of All India Radio as per CPWD norms, which is currently Rs. --- -- per month. The LESSEE further agrees to abide by any revision in the monthly lease rent as communicated to it by the LESSOR from time to time during the LEASE PERIOD.
- 2.2 The monthly lease rent shall commence from the date of signing of the LEASE DEED.
- 2.3 The Electricity and Water charges shall be borne by the LESSEE. For this purpose, the LESSEE shall approach the concerned authorities for separate electricity and water supply connections at its own expenses. In the event of separate water supply connection not being feasible and the same being provided by the LESSOR, the LESSEE agrees to pay installation and monthly charges for the same as decided by the LESSOR.
- 2.4 The LESSEE at its risk, cost and consequences shall be entitled to install and use telephones and other tele-communication equipment(s) and services in the DEMISED PREMISES as may be required for its official purposes.

3: COVENANTS OF THE LESSEE

- 3.1 The LESSEE shall ensure that any equipment/material used internally within the DEMISED PREMISES shall not cause any fire or any electrical, structural, pollution and health hazards to other occupants either in the same block or in the neighborhood.
- 3.2 The LESSEE shall use the DEMISED PREMISES only for its genuine official purposes.
- 3.3 The LESSEE shall not carry on or permit to be carried on in the DEMISED PREMISES or in any part thereof, any activities, which shall be or are likely to be unlawful, obnoxious or of nuisance, annoyance or disturbance to other occupants either in the same block or in the neighborhood.
- 3.4 The LESSEE shall not store any goods of hazardous or combustible nature, or which are heavy, so as to adversely affect the construction or the structure of the DEMISED PREMISES or other parts of the building

or put the DEMISED PREMISES and other parts of the building to any other risk or in any manner interfere with the use of common areas by other occupants either in the same block or in the neighborhood.

- 3.5 The LESSEE shall be solely responsible and liable for the safety and insurance of its staff members and visitors as also of its goods, materials, equipment, articles, etc., kept in the DEMISED PREMISES. The LESSOR shall not be liable and responsible for any financial or legal consequences in the event of any harm caused to staff members or visitors of the LESSEE or any loss or damage caused to the goods, materials, equipment, articles, etc., of the LESSEE while being kept in the DEMISED PREMISES.
- 3.6 The LESSEE shall not be entitled to make any structural additions/alterations in the DEMISED PREMISES. Any temporary works done by the LESSEE shall be removed by it at its own cost on the termination/ expiry of the LEASE DEED and the DEMISED PREMISES shall be handed over after rectifying any defects/ damages, subject to normal wear & tear, that may be pointed out by the LESSOR.

4: COVENANTS AND REPRESENTATIONS BY THE LESSOR

- 4.1. All structural repairs such as cracks in the structure, replacement of hidden sanitary pipes and all other major repairs, either structural or relating to electric or water supply including leakage in roof, bursting of any main electrical cables, corroding or bursting of water pipes or sewage system, shall be undertaken by the LESSOR at its own cost and expenses.
- 4.2 If at any time during the Lease Period, the DEMISED PREMISES or any part thereof is destroyed or damaged by storm, fire, earthquake, subsidence of the ground, landslide or any other unforeseen calamity not attributable to the act, negligence or default of the LESSEE, so as to render the DEMISED PREMISES or any part thereof temporarily unfit for habitation or use, or if the DEMISED PREMISES or any part thereof is declared temporarily uninhabitable by any government authority or department or becomes unusable due to any cause, whatsoever, not attributable to the act, negligence or default of the LESSEE, then the rent or a fair proportion thereof according to the nature and extent of the damage sustained or non-habitation, shall be suspended and cease to be payable until the DEMISED PREMISES have again been rendered fit for habitation and use.

5: TERMINATION

If the LESSEE fails to make payment of Monthly Lease Rent by the 10th of the applicable month or is in default or breach of any of the terms and conditions of the LEASE DEED, then the LESSOR will serve a written

notice of one month on the LESSEE to pay the outstanding amounts or rectify such default or breach, as the case may be. In the event the LESSEE still fails to pay such outstanding amounts for the delayed period, or rectify such default or breach, within the notice period, the LESSOR will have an option to terminate the LEASE DEED and initiate eviction process as per applicable rules and laws.

6: LESSEE'S FITOUT AND FURNITURE RIGHTS ON TERMINATION OR EXPIRY

In the event of expiry or termination of the LEASE DEED, the LESSEE shall have the right to remove any furniture(s)/fixture(s) & equipment(s) as installed by it during the Lease Period. It is clarified that the original fittings installed by the LESSOR, while handing over the DEMISED PREMISES, shall be handed back in proper working condition by the LESSEE to the LESSOR. No further reinstatement of the DEMISED PREMISES will be required to be carried out by the LESSEE other than the removal of the items owned and installed by it as aforesaid.

7: MISCELLANEOUS

- 7.1 FORCE MAJEURE: Neither of the Parties shall be responsible or liable for not performing any of its obligations or representations provided for in the LEASE DEED if such performance is prevented, delayed or hindered by an act of God or any reason beyond the control of either of the Parties.
- 7.2 The LESSEE shall not assign, relinquish, mortgage, sublet, or transfer any part of the DEMISED PREMISES, nor cause any sub division thereof without the written consent of the LESSOR.
- 7.3 Any modification to the terms & conditions of the LEASE DEED can be made only in writing upon mutual consent of the Parties and no amendment, waiver or variation of the LEASE DEED shall be binding on the Parties unless set out in writing and signed by or on behalf of each of the Parties by their duly authorized representatives.

8: GOVERNING LAW AND ARBITRATION AND JURISDICTION

- 8.1 The LEASE DEED shall be governed by, interpreted and construed in accordance with the Laws prevalent in India.
- 8.2 In the event of any dispute arising between the parties, efforts shall be made by the parties to settle such dispute amicably through mutual consultation. If such settlement is not possible then the dispute shall be referred to a sole arbitrator to be appointed by mutual consultation. The sole arbitrator shall adjudicate the dispute in accordance with the Arbitration and Conciliation Act, 1996, as modified from time. The

language to be used in the arbitral proceedings shall be English. The venue of arbitration shall be Delhi. The award of the arbitration tribunal shall be final and binding on the Parties.

- 8.3 Each party shall bear its own costs in the event of any arbitration taking place.
- 8.4 The Courts at Delhi alone shall have jurisdiction in respect of all matters or disputes or differences arising hereunder or in connection with or in relation to the LEASE DEED.

IN WITNESS WHEREOF the Parties hereto have executed this LEASE DEED on thisday of January, 2018.

For the LESSOR

For the LESSEE

Witnesses:

1)

2)

ANNEXURE-IILEASE DEED

THIS Lease Deed is made at NEW DELHI on this ___th day of __ (month and year).

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- 1.2. The Lease period can be further extended from time to time as per mutual agreement.
- 1.3. Either party shall be at liberty to prematurely terminate the LEASE DEED any time before the end of the Lease Period by serving a notice of three months.

2: ALLOTMENT AND MONTHLY LEASE RENT

- 2.1 The LESSEE shall have the authority to allot the staff quarters forming part of the DEMISED PREMISES. The LESSEE shall do such allotment to its employee or employees (hereinafter referred to allottee employee or allottee employees as per the context) as per the extent rules and guidelines as are applicable to it.
- 2.2 The LESSEE shall pay to the LESSOR a monthly lease rent equal to the sum total of monthly house rent allowances to which the allottee employees are entitled. Such lease rent shall be subject to automatic revision with the revision in the entitlements of the house rent allowances of the allottee employees.
- 2.3 The monthly lease rent shall commence from the date of signing of the LEASE DEED.
- 2.4 The LESSEE shall ensure that the allottee employees approach the concerned authorities for separate electricity and water supply connections at their own expenses and the Electricity and Water charges are regularly borne by them. In the event of separate water supply connections not being feasible and the same being provided by the LESSOR, the LESSEE shall ensure that allottee employees pay installation and monthly charges for the same as decided by the LESSOR.

3: COVENANTS OF THE LESSEE

- 3.1 The LESSEE shall ensure that any equipment/material used internally within the DEMISED PREMISES by the allottee employees shall not cause any fire or any electrical, structural, pollution and health hazards to other occupants either in the same block or in the neighborhood.
- 3.2 The LESSEE shall ensure that the DEMISED PREMISES are used by allottee employees only for their genuine residential purposes.
- 3.3 The LESSEE shall ensure that allottee employees do not carry on or permit to be carried on in the DEMISED PREMISES or in any part thereof, any activities, which shall be or are likely to be unlawful, obnoxious or of nuisance, annoyance or disturbance to other occupants either in the same block or in the neighborhood.

- 3.4 The LESSEE shall ensure that the allottee employees do not store any goods of hazardous or combustible nature, or which are heavy, so as to adversely affect the construction or the structure of the DEMISED PREMISES or other parts of the building or put the DEMISED PREMISES and other parts of the building to any other risk or in any manner interfere with the use of common areas by other occupants either in the same block or in the neighborhood.
- 3.5 The allottee employees shall be solely responsible and liable for their safety and insurance and those of their visitors. They shall also be solely responsible and liable for safety and insurance of the goods, materials, equipment, articles, etc., kept in the DEMISED PREMISES. The LESSOR shall not be liable and responsible for any financial or legal consequences in the event of any harm caused to allottee employees or their visitors or any loss or damage caused to the goods, materials, equipment, articles, etc., while being kept in the staff quarter allotted to them in the DEMISED PREMISES.
- 3.6 The LESSEE or the allottee employees shall not be entitled to make any structural additions/alterations in the DEMISED PREMISES. Any temporary works done by the LESSEE or the allottee employees shall be removed by them at their own cost on the termination/ expiry of the LEASE DEED and the DEMISED PREMISES shall be handed over after rectifying any defects/ damages, subject to normal wear & tear, that may be pointed out by the LESSOR.

4: COVENANTS AND REPRESENTATIONS BY THE LESSOR

- 4.1. All structural repairs, such as cracks in the structure, replacement of hidden sanitary pipes and all other major repairs, either structural or relating to electric or water supply including leakage in roof, bursting of any main electrical cables, corroding or bursting of water pipes or sewage system, shall be undertaken by the LESSOR at its own cost and expenses.
- 4.2 If at any time during the Lease Period, the DEMISED PREMISES or any part thereof is destroyed or damaged by storm, fire, earthquake, subsidence of the ground, landslide or any other unforeseen calamity not attributable to the act, negligence or default of the allottee employees, so as to render the DEMISED PREMISES or any part thereof temporarily unfit for habitation or use, or if the DEMISED PREMISES or any part thereof is declared temporarily uninhabitable by any government authority or department or becomes unusable due to any cause, whatsoever, not attributable to the act, negligence or default of the allottee employees, then the rent or a fair proportion thereof according to the nature and extent of the damage sustained or non-habitation, shall be suspended and cease to be payable until the

DEMISED PREMISES have again been rendered fit for habitation and use.

5: TERMINATION

If the LESSEE fails to make payment of Monthly Lease Rent by the 10th of the applicable month or is in default or breach of any of the terms and conditions of the LEASE DEED, then the LESSOR will serve a written notice of one month on the LESSEE to pay the outstanding amounts or rectify such default or breach, as the case may be. In the event the LESSEE still fails to pay such outstanding amounts for the delayed period, or rectify such default or breach, within the notice period, the LESSOR will have an option to terminate the LEASE DEED and initiate eviction process as per applicable rules and laws.

6: LESSEE'S FITOUT AND FURNITURE RIGHTS ON TERMINATION OR EXPIRY

In the event of expiry or termination of the LEASE DEED, the allottee employee shall have the right to remove any furniture(s)/fixture(s) & equipment(s) as installed by it during the Lease Period. It is clarified that the original fittings installed by the LESSOR, while handing over the DEMISED PREMISES, shall be handed back in proper working condition by the allottee employees on behalf of the LESSEE to the LESSOR. No further reinstatement of the DEMISED PREMISES will be required to be carried out by the LESSEE or the allottee employee other than the removal of the items owned and installed by the allottee employee as aforesaid.

7: GOVERNING LAW AND ARBITRATION AND JURISDICTION

- 7.1 The LEASE DEED shall be governed by, interpreted and construed in accordance with the Laws prevalent in India.
- 7.2 In the event of any dispute arising between the parties, efforts shall be made by the parties to settle such dispute amicably through mutual consultation. If such settlement is not possible then the dispute shall be referred to a sole arbitrator to be appointed by mutual consultation. The sole arbitrator shall adjudicate the dispute in accordance with the Arbitration and Conciliation Act, 1996, as modified from time. The language to be used in the arbitral proceedings shall be English. The venue of arbitration shall be Delhi. The award of the arbitration tribunal shall be final and binding on the Parties.
- 7.3 Each party shall bear its own costs in the event of any arbitration taking place.

7.4 The Courts at Delhi alone shall have jurisdiction in respect of all matters or disputes or differences arising hereunder or in connection with or in relation to the LEASE DEED.

8: MISCELLANEOUS

8.1 FORCE MAJEURE: Neither of the Parties shall be responsible or liable for not performing any of its obligations or representations provided for in the LEASE DEED if such performance is prevented, delayed or hindered by an act of God or any reason beyond the control of either of the Parties.

8.2 The LESSEE or the allottee employee shall not assign, relinquish, mortgage, sublet, or transfer any part of the DEMISED PREMISES, nor cause any sub division thereof without the written consent of the LESSOR.

8.3 Any modification to the terms & conditions of the LEASE DEED can be made only in writing upon mutual consent of the Parties and no amendment, waiver or variation of the LEASE DEED shall be binding on the Parties unless set out in writing and signed by or on behalf of each of the Parties by their duly authorized representatives.

IN WITNESS WHEREOF the Parties hereto have executed this LEASE DEED on thisday of January, 2018 .

For the LESSOR

For the LESSEE

Witnesses:

1)

2)