

No. RR/V (6)1/94(Pt)

Dated, the 11<sup>th</sup> September, 2018

**CIRCULAR No. 15/2018**

Sub: Standard Operating Procedure (SOP) - Allotment of Corporation's Quarter on Leave and License basis to Outside Agency (OSA)

The allotment of the Corporation's Quarter to the Central/State Govt. Employees and other individuals /outside agencies who directly or indirectly have business links with the Corporation and need residential accommodation in HEC township, on Leave and License basis shall be done on very rare and special circumstances only on the following terms & conditions:-

- ~~a. Any 'E' & 'F' type vacant quarter shall be allotted to anyone by CMD on recommendation of Director (Pers) if it is in the interest of the Company, however, the rent, security deposit and other terms & conditions shall not be relaxed for these quarters.~~
- b. Allotment of 'CD' and below type quarters, which have been refused at least 02 (two) times by the employees, shall be allotted in very special circumstances with the approval of CMD on recommendation of Director (Personnel) to any Government (Central/State/CPSE) employees and individual person only if the application is forwarded by his/her Competent Authority/Employer.
- c. Concerned Officer who requests for quarter must be posted at Ranchi.
- d. More than one quarter cannot be allotted in any circumstances to any individual.
- e. Documentary evidence about his/her place of posting at Ranchi in Central Government / State Government / CPSE of the officer/individual which is linked directly or indirectly with HEC shall be provided.
- f. Personal photo identity card issued by employer or any one proof (Aadhar Card/PAN Card/Voter ID Card) of the person concerned shall also be enclosed with his/her application.
- g. Proof of Permanent Address shall also be enclosed with his/her application.
- h. 02 (two) nos. of latest passport size photographs of person concerned be taken.
2. Quarters shall be allotted on "As is Where is" basis.
3. The quarter shall not be used for any other purpose except for self residential purpose.
4. Quarter shall be handed over to Township on transfer / separation from the services of individual from Ranchi.
5. The period of Leave & License will be initially for 11 months extendable to maximum two (02) more terms or till the posting of person concerned in Ranchi, whichever is the earlier. However, for each renewal of maximum 11 months spell, a fresh request letter has to be given by the officer/individual, which shall be considered only subject to clearance of dues against Quarter.
6. Monthly License Fee shall be charged @ 1.5 times of specified market rent as per Circular issued by HEC from time to time (presently Circular No. 06/2009 dated 27.05.2009 read with Circular No. 07/2018, dated 30.04.2018). New rate of License Fee will be applicable only at the time of renewal.

After allotment of the quarter on Leave & License basis, the Licensee will pay the monthly license fee and water charges in advance on or before of the 10<sup>th</sup> of the every month.

7. Security Deposit (refundable) in the form of Demand Draft / Cheque in favour of HEC Limited payable at SBI, Hatia Branch, Ranchi shall be deposited by the Licensee/Allottee as per the details mentioned below:-

Sl	Type of Qtr	Floor	Security Deposit (₹)
1	"F" (with garage)	-	₹ 8,56,350.00
2	"E" (with garage)	Ground	₹ 5,44,500.00
3	"E" (with garage)	Upper	₹ 5,04,900.00
4	"CD"	Ground	₹ 2,67,300.00
5	"CD"	Upper	₹ 2,47,500.00
6	"B" (P)	Ground	₹ 1,78,200.00
7	"B" (P)	Upper	₹ 1,63,350.00
8	"A" (P)	Ground	₹ 1,38,600.00
9	"A" (P)	Upper	₹ 1,23,750.00
10	"AT"	Ground	₹ 2,07,900.00
11	All (T)	Ground	₹ 2,17,800.00
12	"BT"	Ground	₹ 1,13,850.00
13	"BII(T)"	Ground	₹ 1,38,600.00
14	"BIII (T)"	Ground	₹ 1,48,500.00
15	"DT" type	Ground	₹ 94,050.00
16	"ST"	Ground	₹ 49,500.00
17	"C"	Ground	₹ 39,600.00
18	"D"	Ground	₹ 39,600.00

8. That, in case, the Licensee doesn't vacate the licensed premise on completion of the license period (if not renewed further), the Licensee will be liable to pay penal rent at the rate of double the rate of License fee every month till vacation of Quarter. The Licensee will liable to be evicted from the specified premises under the provision of the Public Premises (Eviction of unauthorised occupants) Act., 1971 (PPE Act).
9. That, the amount of security deposit made by the Licensee with the Licensor shall be retained by the Corporation during the period of license and shall not be refunded till the licensed premises is surrendered to the Corporation in vacant and peaceful condition. No interest will be payable by the Corporation on such Security Deposit made by the Licensee.
10. That, on termination of the license and on physical handing over of the licensed premises in vacant and peaceful condition, the Licensor shall refund the Security Deposit to the licensee within 30 days after adjustment of dues, if any, payable by the licensee on account of charges or any damage that the licensee may be liable to pay for any loss or damage suffered thereon, as may be determined by the Licensor.

If the Licensee commits default in regular and punctual payments of monthly charges as herein before mentioned or commit/breach any of the terms, covenants and conditions of this agreement or if any legislation prohibiting the Leave and License is imposed, the Licensor shall be entitled to revoke and / or cancel the License hereby granted with immediate effect. In these cases, the licensee shall be debarred from getting Quarter on Leave & License in future.

11. The agreement may be terminated by giving notice in writing of three (03) month from either side.



licensee has to apply to Jharkhand Urja Vikas Nigam Ltd., (in short, JUVNL) for getting electricity connection in its name & pay the electricity charges directly to JUVNL. The maintenance of Meter in perfect running condition shall be the sole responsibility of the licensee.

13. The Quarter shall be given on license on "As is where is" condition and the licensor will not be responsible for any maintenance or repairs of the specified premises, fittings and fixtures.
14. Under no circumstances the licensee will make any permanent or temporary constructions or carry out any boring to tap ground water or make any addition or alteration to the existing construction or do any such thing as to alter the structure of the licensed premises. The licensee will be liable for eviction without any notice whatsoever in case of any violation of the Agreement.
15. That, in no case, the Licensee shall disturb the peace and tranquility of his neighborhood. In case there is any complaint received by the neighbors regarding any nuisance or illegal activity being carried out in the residence, and if it is found correct then the quarter will be got vacated immediately at the risk and cost of the Licensee.
16. That, the licensee shall not encroach upon any adjoining land or premises of the licensor and shall not make any unauthorized construction or structure thereon.
17. That, the licensee shall not sublet, transfer, assign or part with the possession of the premises or any part thereof or create any right or interest thereon in respect the said premises under any circumstances with any third party.
18. That, the licensor or his authorized representative shall have right to inspect and enter into the licensed premises as and when required after giving notice of 24 hrs. to the Licensee, in writing.
19. That, the licensee shall not keep cattle/hens/pig or any other animal except for pet dogs in the premises.
20. That, the licensee shall be governed by the provisions of the Public Premises (Eviction of Unauthorised Occupants) Act, 1971 and the Bihar and Orissa Public Demand Recovery Act, 1941; and any amendment thereof as applicable to the State of Jharkhand.
21. That, the licensee shall indemnify the Licensor and save it from all claims, demands, damage, action, cost and charges to which the Licensor may become subject to or which it may have to pay or be held liable thereof, by reason of any injury to person, reputation or property, suffered or sustained by any agent or employees of the Licensor or arising out of any action or negligence or omission of the licensee or his dependents or agents while in or about the premises.
22. HEC Management shall not be responsible for any loss or damage to life and property of the allottee or his family members due to explosion, fire, natural calamity or any other reason.
23. That, the licensee shall abide by all the existing rules and regulations set out in the Leave & License Agreement and also such rules and regulations that the Licensor may frame from time to time make or adopt, for the care, protection and administration of the Township and the general welfare of its visitors, employees and others.
24. That, on termination of the allotment / agreement / license by efflux of time or otherwise, or by reason of breach of any terms and conditions thereof, the licensee shall hand over the vacant and peaceful possession of the specified premises to the Licensor on the date of the termination in the same condition in which it was taken over by the Licensee.

agreement and termination of the license forthwith; and the licensee shall be liable to pay damages for unauthorized retention of the Quarter and eviction.

That, any retention of the licensed premises after termination of the license for any reason whatsoever will be unauthorized and the licensee will be liable to pay damages for such unauthorized retention as per the provision of Public Premises (Eviction of Unauthorised Occupants) Act, 1971 and/or as per rules of the Corporation.

That allotment on Leave & Licence Agreement shall not have any relation with any other issue(s) between the Licensor and the Licensee.

That, in case of any dispute arising out of any matter concerning the license, the decision of the Licensor shall be final and binding on the Licensee. If the Licensee enters into any litigation, the Corporation shall be entitled to recover from the Licensee such cost as deemed fit.

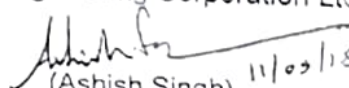
That the Licensor shall undertake the routine maintenance work of the rented quarters like water supply and sewerage as and when required.

That the Licensee shall not create any obstruction to the ingress and egress of the employees, customers and residents of the township etc. of the Licensor while passing through adjoining roads to the allotted quarters.

31. That a large number of trees are standing in the premises and the Licensee will ensure that this position is maintained.
32. That the Licensee shall pay all municipal taxes and other statutory dues to the appropriate authorities in respect of licensed premises, if levied.
33. That any dispute arising during the agreement period & not governed under the clauses of the agreement shall be subject to the jurisdiction of Courts at Ranchi.
34. That in case of any dispute arising at any time in respect of the interpretation of any of the terms and conditions herein mentioned before, the decision of the Licensor shall be final and binding on the Licensee and the same is accepted by the licensee without any objection/reservation.
35. Leave & License agreement shall be executed between the applicant and HEC on Non-judicial Stamp paper worth Rs. 100.00 (Rupees One Hundred) in the beginning.
36. That all terms and conditions shall also be applicable to present allottee (OSA) on L&L with effect from issue of circular on the matter, at original security deposit.
37. These rules shall be reviewed on every three years.

This issues with the approval of Competent Authority.

For & on behalf of  
Heavy Engineering Corporation Ltd.

  
(Ashish Singh) 11/02/18  
Dy. Manager(P)/P&A

Distribution :-

All Head of Plants/Divisions