

CENTRAL ELECTRICITY REGULATORY COMMISSION

NOTIFICATION

New Delhi, the 16th August, 2007

No. F.No.7/1(2)/2007/Estt/CERC. In exercise of powers conferred under Section 91 of the Electricity Act 2003 (36 of 2003), the Central Electricity Regulatory Commission (hereafter called the Commission) hereby notifies the following regulations after obtaining approval of the Central Government and after previous publication, for providing leased accommodation to the staff of the Commission.

1. Short Title and Extent of Application

- 1.1 These regulations may be called the Central Electricity Regulatory Commission (Leased Accommodation) Regulations, 2007.
- 1.2 These regulations shall come into force on the date of notification.
- 1.3 These regulations shall apply to the staff of the Commission on regular appointment, deputation on foreign service terms or short-term contract, permanent absorption.

2. Definition

- 2.1 “**Near relatives** “ means his/her spouse, children, stepchildren, legally adopted children, parents, brothers, sisters and parents of his/her spouse.
- 2.2 “**Staff**” includes both officers and employees of all categories appointed on regular basis or on deputation on foreign service terms or permanent absorption or on short-term contract basis.
- 2.3 “**Standard Rent**” means an amount equivalent to “Licence Fee” for Government accommodation, as notified by the Ministry of Urban Development and as amended from time to time, and as applicable to officers/staff of equivalent level in Central Government, to be charged from the staff of the Commission availing leased accommodation.

3. Rental Limits

- 3.1 Rental ceiling for residential accommodation to be taken on lease by the Commission at Delhi/National Capital Region shall be limited to two times of the house rent allowance admissible to the respective staff.

- 3.2 If both husband and wife are employed in the Commission, lease accommodation will be admissible only to one of them provided that both husband and wife have to forego their house rent allowance and the standard rent would be paid by the staff availing the leased accommodation.
- 3.3 Residential accommodation with monthly rental beyond the rental ceiling as provided in regulations 3.1 and 3.2 as per the option of the concerned employees, may be at the sole discretion of the Commission subject to a maximum of 150% of the entitlement provided the employee himself bears the amount in excess of the ceiling.
- 3.4 ¹[Reasonableness of rent shall be assessed by an Internal Committee, consisting of three members, to be constituted by the Commission by general or special order, out of which one member would be a representative of the Central Public Works Department (CPWD). The details of the proposals to be considered by the Committee shall be sent to the CPWD at least one week in advance. If the representative of CPWD is not present in a meeting, another meeting shall be convened after giving a notice of at least one week for consideration of the proposals and also informing the CPWD that if their views are not received and their representative is not present in the second meeting, it shall be deemed that CPWD has no objection to the proposals. The Committee shall be competent to decide the matters in such second meeting.]

4. **Brokerage and advance rent**

- 4.1 Payment of brokerage and advance rent should be discouraged. However, if the payment of brokerage and advance rent are inescapable, brokerage should not exceed 50% of the rental ceiling as provided in rule 3.1 and in case of advance rent, it should not exceed 3 months rent subject to adjustments before last 3 months of expiry of the lease period.

5. **Maintenance**

- 5.1 Employee who has been allowed the facility of leased accommodation may be reimbursed expenditure incurred by them on account of essential repairs, maintenance, minor alterations, periodical white washing, painting etc., towards such accommodation limited to two months entitled rental ceiling once in a block of two consecutive financial years in respect of claims in this behalf preferred by them subject to the following conditions:-

- (a) Reimbursement will be for essential repairs and maintenance, minor alteration etc. of the flat/house;
- (b) Expenditure incurred on replacement of tube lights, bulbs, tap etc. and grinding and polishing of floor will not be admissible; and
- (c) No alteration shall be carried out in contravention of the provisions of the lease deed or without the written consent of the Lessor, wherever required under the terms of the lease deed.

¹ Inserted vide amendment dated 4.4.2008

6. Payment of Municipal Taxes etc.

6.1 The lessor will be responsible for the payment of municipal, property and other taxes. The officer availing of the leasing facility will pay electricity and water charges for the period when the leased accommodation is in his possession.

7. General Conditions

7.1 The model lease deed will be in the format as enclosed at Annexure A. Conditions incorporated in the said format deed, which will be deemed to form a part of these regulations.

7.2 During the currency of a lease deed, no revision of rent would be permitted except where the lessor provides some additional facilities or accommodation.

7.3 The Commission will have the right to inspect the premises to ensure the appropriate use of such accommodations and may terminate the lease without any notice to the concerned staff if it is satisfied that the accommodation in question has been put to unauthorized or inappropriate use, apart from the staff himself being liable for disciplinary action.

7.4 The leased accommodation allotted to an staff may be allowed to be retained by him subsequent to the happening of any of the events specified below for the period mentioned against each on payment of usual/normal rent provided that the accommodation is required for bonafide use of the staff or members of his family.

| Events | Permissible period for retention of accommodation |
|---|---|
| Retirement | 4 months |
| Death | 4 months |
| Training | Full period of Training |
| Any kind of leave which qualifies for payment of house rent allowance in full | Full period of leave |
| Reversion of a deputationist to his parent office | 2 months, if served for a minimum period of one year. |
| | 1 month if served for a period of less than one year |

8. Self Lease/Lease of house of near relatives

8.1 Self Lease/lease of house of near relatives is not permitted.

9. Interpretation

- 9.1 If any question arises relating to interpretation, relaxation and extension of any of the provisions of these regulations, it will be decided by the Commission after obtaining approval of the Central Government.

(K.S. Dhingra)
Chief (Legal)

ANNEXURE-A

LEASE DEED

THIS DEED OF LEASE made on this _____ day of _____ Two thousand _____ between Shri/Smt. _____, residing at _____ and owner of the premises at _____ (hereinafter called “the Lessor” with respect to the latter premises which expression shall wherever the context permits, be deemed to include his/her heirs, successors, legal representatives and assigns) of the one part and the Central Electricity Regulatory Commission (a statutory body, constituted under an Act of Parliament) having its office at _____ through its _____ (hereinafter called “the Lessee” which expression shall wherever the context permits be deemed to include their successors and assigns) of the other part, witnesses as follows:

In consideration of the rent hereinafter reserved and all the covenants and conditions hereinafter contained to be observed and performed on the part of the Lessee, the Lessor does hereby grant, transfer, demise by way of lease the premises consisting of _____ situated at _____ of which Lessor is entitled in Law to execute this Deed, together with the appurtenant land/space, the rights to make use of entrances, passage, stair cases, landings and other easements belonging and pertaining to the said premises unto and to the use of the Lessee for a period of _____, commencing from _____ by paying unto the Lessor during the said period a rent of Rs. _____ (Rupees _____) per month, and subject to the following conditions :

1. The Lessee hereby covenants with the Lessor as follows :
 - i) That the Lessee shall pay to the Lessor the said monthly rent by cheque on or before the 10th day of each English calendar month.

- ii)** That the Lessee shall use the premises for the residential use of any of its staff who shall pay the charges for consumption of electricity and water direct to the Lessor or the concerned authorities, as per bills received by him.
- iii)** That the Lessee shall permit the Lessor or his/her authorized representatives to enter upon the premises at all reasonable times for the purpose either for inspection or repair of the premises, as and when necessary.
- iv)** That subject to the Lessor's covenants, the concerned staff of the Lessee shall keep the interior of the premises in good order and condition (reasonable wear and tear and damages by fires, earthquake, flood, tempest, lightning, violence of any army or of a mob or other irresistible or inevitable force or accident excepted) and attend to minor repairs such as fuses, leakages of water, taps etc.
- v)** That the Lessee shall not erect on the demised premises any permanent structure without the written consent of the Lessor, provided that the Lessee may without the Lessor's consent erect temporary partition at its own cost.
- vi)** That the Lessee shall not sublet, assign or otherwise part with possession of the premises without the consent of the Lessor.
- vii)** That the Lessee shall be entitled to terminate the lease at any time during the initial or renewed term of the lease upon serving one month's previous notice in writing of its intention so to do.
- viii)** That the Lessee shall deliver the premises to the Lessor on the expiration or earlier determination of the lease together with Lessor's fittings and fixtures, if any, in such condition as is consistent with the covenants and conditions herein contained.

2. The Lessor hereby covenants with the Lessee as follows :

- i)** That the Lessor shall pay all taxes, rates, license fees, ground rent and charges of whatever character assessed, levied, charged and imposed by or payable to any lawful authority in respect of the said premises.

- ii) That the Lessor shall effect all major repairs such as leakages in electricity, sanitary fittings, water pipes or cracks etc. at his/her own cost immediately upon such defects are notified to him/her by the Lessee.
- iii) That the Lessor shall arrange the white wash, distemper, paints, polish the demised premises before occupation by the Lessee and thereafter once in two years during the lease period or extended lease period, at his/her cost.
- iv) That the Lessee shall peacefully and quietly hold and enjoy the premises during the lease period(s) without any interruption or disturbance by the Lessor or any person rightfully claiming under or in trust for him/her.
- v) That the Lessor represents and warrants that he/she is fully entitled to execute this Lease Deed and that he/she will hold the Lessee free and harmless of any demands, claims, actions or proceedings by others in respect of quiet possession of the said premises.

3. It is hereby mutually agreed as follows:

- i) That the Lessee shall be entitled to renew the lease for a further period of _____years/_____months on the mutually agreed terms & conditions for which the Lessee shall give to the Lessor a notice in writing not less than one month before the expiration of the term hereby granted and the Lessor shall grant fresh lease for a further period of _____ years/_____ months from the date of expiration of the term hereby granted.
- ii) The Lessor, his/her authorized agents shall acknowledge and give valid and duly stamped receipt for each and every payment made by the Lessee, and such receipts shall be conclusive proof of such payment.

IN WITNESS WHEREOF the parties here to have executed these presents at _____on the day, month and year, first above written, in the presence of :

WITNESSES

1) Lessor : _____

2) Lessee : _____

For and on behalf

Central Electricity Regulatory Commission, New Delhi.