



डेडीकेटेड फ्रेट कोरीडोर

डेडीकेटेड फ्रेट कोरीडोर कॉर्पोरेशन ऑफ इंडिया लि.

भारत सरकार (रेल मंत्रालय) का उपक्रम

Dedicated Freight Corridor Corporation of India Limited

A Govt. of India (Ministry of Railways) Enterprise

No. 2025/HQ/Admin/RTI-86

New Delhi: 07.03.2025

Sh. V Kumar

Bihar

Subject: Providing information w.r.t. Original RTI Application received under the RTI Act 2005.

Reference: 1. RTI application dated 02.02.2025 (Registration No. DFCCIL/R/E/25/00069) and received through DOPT portal.

2. CPIO's online response dated 28.02.2025.

You have deposited the amount of Rs. 28/- on 28.02.2025. In continuation to this office letter of even number dated 28.02.2025, information, as received from concerned record holding office, as under;

S. No	Point No.	Information sought	Information provided
1.	1	Refer to the original RTI application dt. 02.02.2025	The information sought for which location is not clear. Hence, the reply cannot be furnished.
2.	2		36 nos. quarters available at OCC, Prayagraj Ground floor, 1 st floor & 2 nd floor and 12 nos. quarters under construction.
3.	3 & 4		Relevant circular on lease policy is attached.

First Appeal if any may be made to the First Appellate Authority within 30 days of receipt of reply. The name, designation & address of the First Appellate Authority is as under;

Sh. D. L. Yadav
GM/Administration DFCCIL,
5th, Floor, Supreme Court Metro Station
Building, Pragati Maidan,
New Delhi- 110001

DA: 14 sheets.

(S.K. Panda)

AGM/Admn.(PIO)

Mob.-9717636811

E-mail: skpanda@dfcc.co.in



डेडीकेटेड फ्रेट कोरीडोर कार्पोरेशन ऑफ इंडिया लि.

Dedicated Freight Corridor Corporation of India Limited

(भारत सरकार का उपक्रम)

(A Govt. of India Enterprises)

No.- HQ/1/2021-HR-COORD AND POLICY /6879

Dated:08.02.2022

Circular No.05/2022

Sub: - Company Lease (Residential Accommodation) Rules - Chapter-IX

BOD in their 79th meeting (para 79.3.9) held on 09th November 2021 has accorded approval to various amendments to Company Lease (Residential Accommodation) Rules. The same was circulated vide Circular No.28/2021 dated 02.12.2021. Clarifications were issued vide DFCCIL letter of even number dated 03.01.2022 followed by Office Order No.49/2022 dated 24.01.2022.

2. Accordingly, Company Lease (Residential Accommodation) Rules is circulated for information and compliance of all concerned. Chapter-IX of HR Manual stands modified.
3. This issues with the approval of the competent Authority.

DA: Company Lease (Residential Accommodation) Rules - Chapter-IX of HR Manual

(R.S. Rawat)

Addl. General Manager/HR

Copy to-

1. Secy. to MD, for kind information of MD
2. Director/Infra, Director/PP, Director/OP&BD, Director/Finance, CVO
3. ED/INFRA-I/EDFC, ED/INFRA-II/EDFC, ED/INFRA/WDFC, ED/Asset Management/WDFC
4. All GGMs/GMs/CGMs/GM-CO for information of all employees
5. Manager/IT- for placing the order on intranet.

Chapter-IX

Company Lease (Residential Accommodation) Rules

1. Short Title and commencement

These Rules may be called DFCCIL Company Lease & Residential Accommodation Rules.

2. Extent of Application

- (a) The scheme of company lease shall be applicable only to the Regular Employees and the Employees on deputation, who are working in DFCCIL as Executive and above (E0 and above) and as per the instructions issued from time to time.
- (b) The scheme of residential accommodation shall be applicable to all the Regular Employees and the Employees on deputation, who are working in DFCCIL and as per instructions issued from time to time.
- (c) These rules shall not apply to Contract employees, Consultants, Trainees and Apprentices, who are governed by the specific terms and conditions of their appointment.
- (d) These rules shall be applicable to the Third Party as well as to the Self-Leased residential accommodations. If an employee takes house on lease belonging to a person who is fully dependent upon that employee as per DFCCIL Medical Rules or his/her Parents, then it will be treated as the case of self-lease and not 3rd Party Lease. **(BoD 79th Meeting held on 09.11.2021)**

3. Procedure for obtaining Company leased accommodation

The lease facility may be availed by the eligible Employees at any place of his/her choice within the country, subject to the base lease rates prescribed as per the applicable rates issued from time to time for X, Y and Z class cities or place of posting, whichever is lower. **(BoD 79th Meeting held on 09.11.2021)**

- (a) The eligible officials desirous of having a company leased accommodation, either from Third Party or on Self Lease basis, shall make an application in the proforma as prescribed at **Annexure-I & II** respectively. For the officials posted in Corporate Office, such application will be addressed to the GGM/GM, HR

Department and in the Field Units, such application shall be addressed to the concerned CGM. Lease accommodation in favour of a CGM/ GM-Coordination in the Unit shall be processed and finalized by the concerned CGM/ GM-Coordination himself/herself.

- (b) The Third-Party lease agreement shall be executed in the proforma prescribed at **Annexure-III** and the Self lease agreement shall be made in the proforma prescribed at **Annexure-IV** in a stamp paper of adequate value as may be applicable in the state where it is executed. The blank stamp paper of required value will be provided by the company to the concerned employee.
- (c) The application (both for Third Party or Self Lease) shall also be accompanied by the relevant lease agreement in the stamp paper duly filled and signed by the owner of the house, along with proof of ownership of the house, which may be either in the form of a copy of the registration deed or letter of allotment by the authorized Government agencies like DDA, GDA, NOIDA authority, HUDCO, IRWO, Housing Board, Co-operative society, Private Builders or Power of Attorney (POA) accompanied by sale deed and absolute Will in favour of the owner.
- (d) The Lease agreement shall be signed with the owner of the house by the designated HR officer in Corporate Office on behalf of the Company. In the Projects/Field Units, the concerned CGM/ Nominated Officer of the Unit may sign the lease agreement with the owner of the house on behalf of the Company.
- (e) It will be the personal responsibility of the employee concerned as to the amount of lease and no further check will be done. The employee should take care with regard to the amount of lease duly following the canons of Financial Propriety.
- (f) The original documents including the agreement will be uploaded in the employee self-service portal by the concerned Employee and a copy of the same shall be sent to Finance for making necessary payments and House rent recovery (HRR) at the applicable rates from the official.

4. General Conditions governing Lease accommodation:

- (a) The Employees availing the Company leased accommodation shall not be eligible for HRA.
- (b) It shall be the responsibility of employee availing self-lease/third party lease for ensuring all conditions are duly satisfied, while entering into an agreement.

- (c) Whenever the Lease Rent is enhanced by the Company, a fresh lease at enhanced rate, both for third party and self-lease, may be executed after the expiry of the earlier lease agreement.
- (d) Under no circumstances, an employee can enter into a lease agreement at a monthly rent higher than that agreed to by both the parties in the initial lease agreement during the currency of the lease period.
- (e) Lease Agreement (Self and Third Party) shall be executed for a maximum period of 11 (eleven) months at a time and shall be effective from the date of possession of the accommodation by the Employee.
- (f) The lease agreement (Self and Third party) cannot be modified if the current lease agreement is in operation. The higher lease entitlement can be only on renewal of the agreement. The lease agreement (Self and Third party) cannot be unilaterally broken to avail the enhanced lease amount for the same house till the old agreement expires. In case, lease agreement is broken by either party during existing lease tenure, agreement cannot be renewed for the same house till the expiry of lease tenure that was broken.
- (g) Where the current lease agreement is more than the entitlement of the employee resulting in excess amount being recovered from the salary, in such cases, when employees become eligible for higher lease amount on event of promotion/redesignation, recovery shall be adjusted as per the eligibility to the post he is promoted/redesignated.
- (h) No sub-letting of the company leased accommodation shall be allowed. The term "subletting" would mean sharing of the accommodation by the employee otherwise than with 'close relations'. The following are to be treated as 'close relations' for this purpose:
- i. Father, Mother, Brothers, Sisters, Grandfather and Grandmother and Grandsons and Granddaughters.
 - ii. Uncles, Aunts, First cousins, Nephews Nieces, directly related by blood to employee.
 - iii. Father-in-Law, Brother-in-law, Sister-in-law, Son-in-law, Daughter-in-law, Brother-in law.
 - iv. Relationship established by legal adoption (not admissible when the relationship ceases by any order of court of law)

- (i) The company shall have the right to inspect the premises to ensure the appropriate use of such accommodation and may terminate the lease with or without notice, if it is satisfied that the accommodation has been put to inappropriate use, apart from the employee himself/herself being liable for disciplinary action.
- (j) While vacating the lease accommodation, the concerned employee shall furnish a "No Demand Certificate" from the owner of the house as in the proforma prescribed at **Annexure-V**.
- (k) In case there is overpayment to the Lessor for reasons attributable to the Employee, he/she will make good the loss to the Company for such over payment.
- (l) In respect of retention of government/ railway accommodation, the amount of rental ceiling on the basis of entitlement of the employee will be remitted to the concerned Railway unit/department as per the rates prescribed.
- (m) Tax on housing perquisite value for third party/self- lease accommodation will be borne by DFCCIL at applicable rates; and
- (n) Tax on housing perquisite on Railway/Government Accommodation will be borne by DFCCIL at applicable rates for such employees.
- (o) Where the accommodation provided to the employee is owned by the employer

S.No	Cities having population as per 2001 census	Perquisite
1	Exceeds 25 lakhs	15%
2	Exceeds 10 lakhs but does not exceed 25 lakhs	10%
3	For other places	7.5%

Tax on housing perquisite on DFCCIL Accommodation will be borne by DFCCIL at applicable rates for such employees. **(BoD 79th Meeting held on 09.11.2021)**

5. Rental Ceilings on Lease accommodation

- (a) Entitlement of Lease Third party for various Level of employees will be as per the latest circular issued by HR, with the approval of Competent Authority.
- (b) Lease rate shall be revised to the extent of an increase of @3% annually on 1st July.
- (c) Base rate shall be enhanced to the extent of 25% for main areas of Delhi (A, B & C categories as per Delhi Govt. notification).
- (d) In case an employee takes a house on lease in excess of his/her entitlement, the employee shall give an undertaking to pay the excess of admissible lease rent in addition to HRR (House Rent Recovery) from his/her monthly salary, to be deducted at the time of monthly salary payments. Where the current lease

agreement is more than the entitlement of the employee resulting in excess amount being recovered from the salary, in such cases, when employees become eligible for higher lease amount on event of promotion/re-designation, recovery shall be adjusted as per the eligibility to the post he is promoted/re-designated.

(e) In Case of Self Lease Monthly ceiling limit at various places/cities based on stay/posting (whichever is lower) will be as under: -

Grade	For X City	For Y City	For Z City	HRR Recovery
All employees in E0 and above	HRA as applicable plus 3% of the Basic Pay rounded to Rs. 100.	HRA as applicable plus 3% of the Basic Pay rounded to Rs. 100.	HRA as applicable plus 3% of the Basic Pay rounded to Rs. 100.	1% of the Basic Pay

If an employee takes house on lease belonging to a person who is fully dependent upon that employee as per DFCCIL Medical Rules or his/her Parents, then it will be treated as the case of self-lease and not 3rd Party Lease. **(BoD 79th Meeting held on 09.11.2021)**

6. Rent Recovery

House Rent Recovery (HRR) from the employees for the third party leased accommodation/self-lease accommodation will be @ 1% of the Basic Pay. House Rent Recovery (HRR) for DFCCIL staff quarters and Government/Railway accommodation will be made at the standard rate (prescribed flat rate of license fee which is recoverable on basis of plinth area), as per policy guidelines issued by HR from time to time with the approval of Competent Authority. **(BoD 79th Meeting held on 09.11.2021)**

7. Allotment of Quarters to DFCCIL Employees

Entitlement of the employees for the DFCCIL Quarters as well as procedure of allotment of quarters will be as per the policy guidelines issued by HR from time to time with the approval of Competent Authority.

8. Brokerage Charges and Advance Deposit:

- (a) If the accommodation from a third party is arranged through a broker, the company may pay brokerage charges directly to the broker. The Brokerage charges admissible shall be up to a maximum of one month's rental, once in two years, subject to the condition that change in residence is due to the reasons other than personal or expiry of existing lease period.
- (b) In the case of Third-Party accommodation, an advance equal to three (3) months rental may be paid directly to the house owner. However, such an advance shall be treated as an advance to the House Owner and a separate Advance Ledger against house owner shall be maintained, which will be cleared on refund of the amount by the house owner or the officer or adjusted against the monthly lease payments made to the House Owner as per the conditions of the lease agreement.
- (c) Brokerage charges and Advance deposit shall not be payable in the case of Self Lease.

9. Retention of Company lease/Government/Railway accommodation

- (a) In case of transfer (From one CGM unit to other CGM unit/Corporate Office and vice versa) or transfers within units –
 - i. In the event of transfer from one unit to another or within unit, employee can retain the lease accommodation at the previous place for the full period with same lease entitlement. The words “full period” means the period of lease agreement.
 - ii. In case of DFCCIL Accommodation, employee can retain accommodation at the previous place for 2 months/ scholastic session (where children are studying) whichever is later.
 - iii. The permission to retain lease accommodation shall be based on employee's application and approval of Competent Authority.
- (b) Repatriation - Period of retention of DFCCIL Accommodation/leased Accommodation will be two months.
- (c) Retirement – Period of retention will be two months for DFCCIL Accommodation/ leased accommodation. The Rates for leased accommodation will be as per the rate of last lease entitlement.

- (d) Death – Period of retention will be four months for DFCCIL Accommodation/ leased Accommodation. The Rates for leased accommodation will be as per the rate of last lease entitlement.

10. Amendments and Interpretations

- (a) The Rates prescribed for rental Ceilings as well as House Rent Recovery will be revised from time to time by HR up to the limit approved by BoD. Revision of Rates for rental ceilings as well as House Rent Recovery other than the limit prescribed and approved by BoD will require approval of NRC & BoD.
- (b) Where any doubt arises to the interpretation of these Rules, it shall be referred to the HR/Corporate Office for a decision by the Competent Authority (MD), which shall be final. Further, any interpretation having financial implications should be referred to HQ/Finance through HQ/HR department only.

The Company may amend, delete or add to these rules, from time to time with the approval of MD, and all such amendments, deletion or additions shall take effect from the date stated therein. **(BoD 79th Meeting held on 09.11.2021)**

Annexure-I

Application for Company Leased Accommodation from Third Party basis.

The CGM/GGM/GM Corp. Office/Field Unit _____

1. Name and Designation of the Officer : _____
2. Employee Code : _____
3. CDA Pay & Grade Pay or IDA Pay Scale : _____
4. Are you a Regular officer or a Deputationist: _____
5. Deputation tenure upto _____
6. Tenure of existing lease _____
7. Amount of lease (i) Eligible _____
8. (ii) Claimed _____
9. (iii) Previous Lease Amount _____
10. House owner's Name, Address & Tele. : _____

11. Full address of the House to be leased : _____

- i) Relationship with owner, if any: _____
12. Whether proof of ownership of house enclosed: _____
13. Monthly house rent claimed by the owner : _____
14. Whether advance deposit is to be paid to the owner: _____
(If yes, mention the amount)
15. Whether the house is arranged through a broker: _____
(If yes, mention the Name of broker & the amount of brokerage to be paid)
16. The period for which leased accommodation-
is proposed to be taken. :From _____ to _____

'I understand that normally the company shall enter into the lease agreement with the owner only within the amount of lease rent admissible to me as per rule. Since I am taking the above house on lease in excess of my entitlement, I request that the company may execute the lease agreement for the rent indicated in Para-8 above and I authorize the company to deduct from my salary the amount in excess of the admissible lease rent.'

'I understand that in case my spouse whether residing with me or not or parent/son/daughter residing with me and working in the Central/State Govt., Autonomous bodies, Public Undertaking or Semi-Govt. organisations such as Municipality, Port Trust, Nationalized Banks, LIC of India, etc. at the same station where the lease accommodation is provided by DFCCIL, HRA will not be admissible to my spouse/parent/son/daughter. Further, I declare that my working spouse and parent/son/daughter residing with me has not been allotted accommodation (including leased) by his/her employer at the same station.

That I will not claim lease beyond my deputation period/tenure.

Signature: _____
Name & Designation: _____
Date: _____

(Controlling Officer)

Forwarded by

Papers checked & found in orders, he is eligible for Rs...../- monthly lease.

Fin Deptt.

Application for Company Leased Accommodation on Self Lease basis

To

The CGM/GGM/GM Corp. Office/Field Unit _____

01. Name _____
02. Designation of the officer: _____
03. Employee Code: _____
04. CDA Pay & Grade pay/IDA Pay Scale: _____
05. Regular/Deputationist: _____
06. Deputation tenure up to _____
07. Tenure of existing lease _____
08. Amount of lease (i) Eligible _____
09. (ii) Claimed _____
10. (iii) Previous Lease Amount _____
11. House Owner's name, address, Tele: _____

12. Relationship with the owner(Pls write)
 - Self: _____
 - Spouse: _____
 - Parents (Mother/Father): _____
 - Children till they get : _____
 married or employed,
 whichever is earlier
13. Full address of the House Leased: _____

14. Proof of ownership enclosed: Yes/No
15. Area in Square feet _____
16. The period for which leased _____ accommodation is proposed to be taken
 from _____ to _____
17. I hereby certify the following:
 - That the rent of the **unfurnished** house/flat for which the lease has been applied is
 Rs. _____/-(Rupees _____)
 - That the rent certified is based on prevalent market rates.
 - That the certified lease is not additional source of income to me.
 - That if the lease claimed by me is found to be in excess of my entitlement, I undertake to refund
 the difference of amount to DFCCIL.
 - That the premises for which I am claiming the rent is in accordance with the approved plan by the
 concerned agency/authority.
 - That I will not claim lease beyond my deputation period/tenure.

I understand that in case my spouse whether residing with me or not or parent/son/daughter residing with me and working in the Central/State Government, Autonomous bodies, Public Undertaking or Semi-Government organizations such as Municipality, Port Trust, Nationalized Banks, LIC of India, etc. at the same station where the lease accommodation is provided by DFCCIL, HR will not be admissible to my spouse/parent/son/daughter. Further, I declare that my working spouse and parent/son/daughter residing with me has not been allotted accommodation (including leased) by his/her employer at the same station.

SignatureName & Designation
 Date: __/__/__

Controlling Officer
 Forwarded by

(2)

Tick mark the document enclosed:

- i) Letter of consent from the owner of the house
- ii) Drawing of the house with details of rooms, veranda, balconies, etc
- iii) Proof of ownership of the house by the owner, which may be either of the following:
 - Copy of the registration deed, or
 - Letter of allotment by the authorized Govt. agencies like DDA, GDS, HUDCO, NOIDA Authority, Housing Board, Co-operative Society, IRWO., etc. or
 - Power of Attorney accompanied by sale deed and absolute Will in favour of the owner.

Officer dealing Lease

Date: __/__/__

Papers checked & found in orders, he is eligible for Rs...../- monthly lease.

Finance Dept.

Company Leased Accommodation Agreement (From Third Party)

This Agreement of Lease is made at.....on this.....Day of.....2008, between Shri/Smt.....Son/Daughter of Shri/Smt.....and resident of.....,hereinafter referred to as the LESSOR (which expression shall mean and include his heirs, successors, assignees, nominees and legal representatives) and Dedicated Freight Corridor Corporation of India Limited (DFCCIL), through its representative Mr./Ms.....,address....., hereinafter referred to as the LESSEE.

WHEREAS, the LESSOR Shri/Smt.....is the owner of the premises known as.....The LESSOR hereby agrees to lease out to the LESSEE his/her above said accommodation consisting ofBed Rooms,Dining Rooms,.....Drawing Rooms,Kitchen,Bathroom & Toilets, etc. with a total covered area of aboutSq. Feet and Open area ofSq. Feet, together with all Electrical and Sanitary fittings and fixtures, under the following terms and conditions:-

01. The LESSEE agrees to pay the LESSOR a monthly rent of Rs.....only (Rupees..... only) by 10th of every month.
02. The Lease is for a period ofmonths commencing from.....to..... and for exclusive residential use of LESSEE's official Mr./Ms....., working asin DFCCIL, along with his/her family.
03. The Lease may be terminated during the currency of Lease Agreement by giving one month's notice on either side.
04. All taxes payable to the Municipality or any other authority shall be paid by the LESSOR at his own cost.
05. 'Major Repairs' of the house shall be done by the LESSOR at his own cost. 'Major Repair' shall mean any structural and other damages not relating to normal wear and tear caused by normal usage of a house. It includes items like plumbing complaints of leaking washers, choked exhausts / drains (if not related to structural faults), electrical fuses, bulbs, switch/ plug, etc. and other such items.
06. The Water and Electricity charges shall be paid by the LESSEE residing in the premises.
07. The LESSEE shall be liable to pay breakage, damages to sanitary and electrical fittings, etc during the lease period.
08. The LESSEE shall not make any structural additions or alterations without the written consent of the LESSOR.
09. The LESSEE shall not sublet the premises other than to 'close relations' as defined in Rule-4(h) of the DFCCIL Lease Rules.
10. The LESSEE shall give vacant and peaceful possession of the premises on expiry/termination of the Lease.
11. The LESSEE shall pay an advance of Rs.....to the LESSOR as Security Deposit, which shall be promptly returned to the LESSEE at the time of vacation of premises.

IN WITNESS WHEREOF, the parties have set and subscribe their hands in the presence of the witnesses mentioned herein below:

Signature:	Signature:
Shri/Smt:	Mr./Ms:
(LESSOR)	Dedicated Freight Corridor Corp. of India Ltd. (LESSEE)

WITNESSES:

01.
02.

Annexure-IV

Company Leased Accommodation Agreement (on Self Lease)

This Agreement of Lease is made at.....on this.....Day of.....2008, between Shri/Smt.....Son/Daughter of Shri/Smt.....and resident of..... hereinafter referred to as the LESSOR (which expression shall mean and include his heirs, successors, assignees, nominees and legal representatives) and Dedicated Freight Corridor Corporation of India Limited (DFCCIL), through its representative Mr./Ms....., address....., hereinafter referred to as the LESSEE.

WHEREAS, the LESSOR Shri/Smt..... is the owner of the premises known asThe LESSOR hereby agrees to lease out to the LESSEE his/her above said accommodation consisting ofBed Rooms, Dining Rooms,.....Drawing Rooms,Kitchen,.....Bathroom & Toilets, etc with a total covered area of aboutSq. Feet and Open area of.....Sq. Feet, together with all Electrical and Sanitary fittings and fixtures, under the following terms and conditions:-

01. The LESSEE agrees to pay the LESSOR a monthly rent of Rs.....only (Rupees..... only) by 10th of every month.
02. The Lease is for a period ofmonths commencing from.....to.....and for exclusive residential use of LESSEE's official Mr./Ms....., working asin DFCCIL, along with his/her family.
03. The Lease may be terminated during the currency of Lease Agreement by giving one month's notice on either side.
04. All taxes payable to the Municipality or any other authority shall be paid by the LESSOR at his own cost.
05. 'Major Repairs' of the house shall be done by the LESSOR at his own cost. 'Major Repair' shall mean any structural and other damages not relating to normal wear and tear caused by normal usage of a house. It includes items like plumbing complaints of leaking washers, choked exhausts/ drains (if not related to structural faults), electrical fuses, bulbs, switch/ plug, etc. and other such items.
06. The Water and Electricity charges shall be paid by the LESSEE residing in the premises.
07. The LESSEE shall be liable to pay breakage, damages to sanitary and electrical fittings, etc during the lease period.
08. The LESSEE shall not sublet the premises other than to 'close relations' as defined in Rule-4(h) of the DFCCIL Lease Rules.

IN WITNESS WHEREOF, the parties have set and subscribe their hands in the presence of the witnesses mentioned herein below:

Signature:	Signature:
Shri/Smt:	Mr./Ms:
(LESSOR)	Dedicated Freight Corridor Corp. of India Ltd. (LESSEE)

WITNESSES:

1.
2.

NO DEMAND CERTIFICATE

(To be obtained from the house owner while vacating the house)

I,.....,presently working as

have handed over vacant possession of the Flat No.....to
Shri/Smt.....along with fittings/fixtures, etc. to the
satisfaction of the owner. No dues are payable to the owner.

Signature & Date:	Signature & Date:
Name:	Name:
(House Owner)	(Executive of DFCCIL)

Copy to:

- 01. HR, Corp. Office/Field Unit
- 02. Finance, Corp. Office./Field Unit