



डेडीकेटेड फ्रेट कोरीडोर

Dedicated Freight Corridor Corporation of India Ltd.

(A Government of India Enterprises)

5th Floor, Pragati Maidan, Metro Station Building Complex, New Delhi- 110001
Corporate Identity Number U60232DL2006GOI155068 Web:

www.dfccil.gov.in

No. 2018/HQ/Admin/RTI-231

New Delhi: 12.09.2018

Shri Nikhil
Flat No. 506, Shanti Villa,
Divagaon Sector-9, Airoli
Navi Mumbai-400708

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

Reference: Your RTI Application dated 09.06.18.

The information received is provided herewith as under;

S.No	Point No	Information sought for	Information provided
1.	1-5	Refer the original application dt. 09.06.18	Copy of chapter IX of DFCCIL HR Manual, Company Lease (Residential Accommodation) Rules and this office letter No.HQ/HR/3/Lease Rules/1 dated 31.10.14.

Name and address of the 1st Appellate Authority is as under;

*Shri Satish Kothari, GGM/Administration DFCCIL,
5th Floor, Pragati Maidan Metro Station Building, New Delhi-110001.*

DA: 06 sheets

(S.K.PANDA)

Dy. G.M/Admn.(PIO)

E-mail: skpanda@dfcc.co.in

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Chapter-IX

Company Lease (Residential Accommodation) Rules

1. Short Title and commencement:-

- (a) These Rules may be called DFCCIL Company Lease (Residential Accommodation) Rules'2008.
- (b) They shall come into force from 26.12.2008. However, all existing cases of Leased accommodation to the employees shall be brought under these rules by executing the lease agreement as prescribed in these rules.

2. Extent of Application:-

- (a) The scheme of company leased accommodation shall be applicable only to the Regular Officers and the Officers on deputation, who are working in DFCCIL as **Sr. Executive and above** and as per the instructions issued from time to time.
- (b) These rules shall NOT apply to Contract employees, Consultants, Trainees and Apprentices, who are governed by the specific terms and conditions of their appointment.
- (c) The lease facility may be availed by the eligible officers at any place of his/her choice within the country, subject to the rental ceiling prescribed in these rules and orders issued in this regard from time to time.
- (d) These rules shall be applicable to the Third Party as well as to the Self-Leased residential accommodations.

3. Procedure for obtaining Company leased accommodation:-

- (a) The eligible officer who are posted in the Corporate Office and 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** addressed to the GGM/GM, HR Deptt, Corp. Office. In the Field Units, such application shall be addressed to the concerned CPM.
- (b) The Third Party lease agreement shall be executed in the proforma prescribed at **Annexure-II** and the Self lease agreement shall be made in the proforma prescribed at **Annexure-III** 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 and the formality of its registration with notary and cost of registration will be borne by the employee.

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- (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 also enclosing the 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 or Power of Attorney (POA) accompanied by sale deed and absolute Will in favour of the owner.
- (d) In the case of the officers posted in Corp. Office, such application shall be processed by HR Deptt for obtaining the approval of the competent authority on the body of the application itself. In the Projects/Field Units, such requests shall be processed by the Finance/HR officer posted there for obtaining the approval of the concerned CPM.
- (e) In Corporate Office, the Lease agreement shall be signed with the owner of the house by the designated HR officer in Corp. Office on behalf of the Company. In the Projects/Field Units, the concerned CPM may sign the lease agreement with the owner of the house on behalf of the Company.
- (f) All requests for Leased accommodation in favour of the officers of the level of GGM, GM posted in Corporate Office shall also be addressed to GGM/HR, Corporate Office for its processing and obtaining the approval of the competent authority. However, for lease accommodation in favour of a CPM shall be processed and finalized by the concerned CPM himself/herself, within the prescribed rent ceiling and after completing the aforesaid formalities.
- (g) The original documents including the agreement, etc may be placed in the P. File of the concerned officer after approval of the competent authority and a copy of the same shall be sent to Finance for making necessary payments and recovery of rent charges from the officer.

4. General Conditions governing Lease accommodation:-

- (a) The Officers availing the Company leased accommodation shall not be eligible for HRA.
- (b) Whenever the Lease Rent is enhanced by the Company, a fresh lease at enhanced rate may be executed as under:
 - i. After expiry of the earlier lease agreement, in the case of third party lease agreement.
 - ii. At the request of the employee, in cases where the employee has entered into self lease agreement with the company.

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.

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- (c) Lease Agreement (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 officer. The Self Lease agreement may be executed for the period requested by the employee and shall be effective from the date requested by the employee in his/her application.

Note: The following clarification was issued vide HR's letter no. HQ/HR/3/Lease Rules/1 dated 07.03.2011:

"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 & Third party) cannot be unilaterally broken to avail the enhanced lease amount for the same house till the old agreement expires."

- (d) No sub-letting of the company leased accommodation shall be allowed. The term "sub-letting" 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 allottee.
 - 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)

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 officer himself/herself being liable for disciplinary action.

- (e) While vacating the Third Party lease accommodation, the concerned officer shall furnish a "No Demand Certificate" from the owner of the house as in the proforma prescribed at **Annexure-IV**.
- (f) In case there is overpayment to the LESSOR for reasons attributable to the officer, he/she will make good the loss to the Company for such over payment.

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5. Rental Ceilings on Lease accommodation:-

- (a) The monthly rental ceilings for hiring Un-furnished Company Leased Accommodations for various level of Officers for different Places/Cities, both from Third Party and on Self Lease basis, shall be as under:

Level of Officers.	Revised Monthly rental ceiling for Third party/Self leased accommodation at different classes of cities (in Rs.)		
	X	Y	Z
MD	75000	-	-
Director	65000	-	-
ED/GGM/GM	30450	18100	10100
AGM	29000	18100	10100
JGM	24600	11600	7200
DGM	21700	11600	7200
Manager	20700	11000	7000
Asstt. Manager	17000	10000	6500
Sr. Executive	14000	8000	6000

- (b) 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 from his/her monthly salary to be deducted at the time of monthly salary payments.

6. Rent Recovery:- (proposed for a substitution to this proviso)

Rent charges shall be recovered from the officers who have been provided with the company leased accommodation. The rent charges to be recovered from the officers of various levels shall be as under:

Level of Officer	Rent charges per month.(Rs.)
MD	700
Director	600
ED, GGM and GM	500
AGM, JGM and DGM	400
Manager	300
AM and Sr. Executive	250

7. 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 upto 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 by HR or CPM as the case may be, which will be cleared on refund of the amount by the house owner or the officer.
- (c) Brokerage charges and Advance deposit shall NOT be payable in the case of Self Lease accommodation and in those cases where the accommodation is registered in the name of Spouse, Parents, Grand Parents, Children, Grand Children.

8. Repairs and Maintenance (Deleted w.e.f. 20.05.2009 vide HR's letter no. HQ/HR/3/Lease Rules/1 dated 21.12.2009)

9. Amendments and Interpretations:-

- (a) 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, which shall be final. Further, any interpretation having financial implications should be referred to HQ/Finance through HQ/HR department only.
- (b) The Company may amend, delete or add to these rules, from time to time, and all such amendments, deletion or additions shall take effect from the date stated therein.



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5th Floor, Pragati Maidan Metro Station Building Complex, New Delhi - 110 001

HQ/HR/3/Lease Rules/1

October 31, 2014

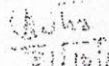
Sub: Revision in the rental ceiling for leased accommodation.

Ref: This Officer letter No. HQ/HR/3/Lease Rules/1 dated 04.02.2011 & 17.11.2013.

Board of Directors in its 46th meeting held on 29.08.2014 have approved revision in the rental ceilings for residential leased accommodation for Board Level and below Board level executives. The revision will be effective from the date of issue of this letter. The revised monthly rental ceilings are as under:

Level	Monthly Rental ceiling for Third Party/Self Leased Accommodation at different class of cities (Rs.)		
	X*	Y	Z
MD	85000	-	-
Director	75000	-	-
ED/GGM/GM	40500	24000	13400
AGM	38600	24000	13400
JGM	32800	15400	9600
DGM	29000	15400	9600
Manager	27600	14600	9300
Asstt. Manager	22600	13300	8700
Sr.Executive	18600	10600	8000

*An additional 10% increase over the above approved rental ceiling for 'X' cities shall apply for Delhi/NCR i.e. Delhi/New Delhi, Faridabad (UA), Ghaziabad (UA), NOIDA (UA) and Gurgaon (UA)


 (Ajay Jha)
 DGM/HR-II

Email to:

1. Secretary to MD for information of MD
2. Director (PP), Director (OP&BD), Director (Fin.), Director (Intra), CVO
3. All GGMs/GMs and CPMs

