

CENTRAL RAILSIDE WAREHOUSE COMPANY LTD.

COMPANY LEASE (RESIDENTIAL ACCOMODATION) RULES, 2015

1.0 Short Title and commencement:-

- (a) These rules may be called CRWCL, Company lease (Residential Accommodation) Rules' 2015.
- (b) These rules shall come into force with immediate effect. However, all existing cases of leased accommodation to the employees, if any, shall be brought under these rules by executing the lease agreement as prescribed in these rules.

2.0 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 CRWCL as Executive and above and as per the instructions issued from time to time.
- (b) These rules shall not apply to contract employees, consultants, casual/daily rated basis or to those persons, whose services have been outsourced through the agency.
- (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.

3.0 Procedure for obtaining Company leased accommodation:-

- a) The eligible officers who are posted in Corporate Office or in field unit 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 HR department, CRWC, CO, New Delhi.
- 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 on a stamp paper of adequate value and may be applicable in the state where it is executed.
- 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.
- d) Application shall be processed by HR department for obtaining the approval of the competent authority.

- i. Father, mother, brothers, sisters, grandfather, grandmother, 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.
- iv. Relationship established by legal adoption (not admissible when the relationship ceases by any order of court of law).

Note: 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.

- (f) While vacating the third party leased accommodation, the concerned officer shall furnish a "No Demand Certificate" from the owner of the house as in the proforma prescribed at ANNEXURE-IV.

5.0 RENTAL CEILINGS ON LEASE ACCOMMODATION

- (a) The monthly rental ceilings for hiring 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:-

S.NO.	Designation/group	Pay scale	Grade	'X' class cities (population above 50 lakhs)	'Y' & 'Z' class cities (Population upto 50 lakhs)
1..	General Manager	43200-66000	E7	21840	16380
2.	Additional General Manager	36600-62000	E6	19720	14790
3.	Deputy General Manager	32900-58000	E5	18180	13635
4.	Senior Manager	29100-54500	E4	16720	12540
5.	Manager	24900-50500	E3	15080	11310
6.	Deputy Manager/Company Secretary	20600-46500	E2	13420	10065
7.	Assistant Manager/Asst. Manager (Engineer)	16400-40500	E1	11380	8535
8.	Executive	12600-32500	E0	9020	6765

ANNEXURE-I

**CENTRAL RAILSIDE WAREHOUSE COMPANY LTD.
APPLICATION FOR COMPANY LEASED ACCOMMODATION FROM THIRD
PARTY/SELF LEASE BASIS.**

01. Name and Designation of the Officer : _____
02. Employee Code : _____
03. IDA Pay Scale : _____
04. Are you a regular officer or a Deputationist : _____
05. House Owner's Name, Address and Tele : _____

06. Full Address of the House to be leased : _____

07. Whether proof of ownership of house enclosed : _____
08. Monthly House rent claimed by the owner : _____
09. Whether advance deposit is to be paid to the owner: _____
10. Whether the house is arranged through a broker : _____
(If yes, mention the name of broker & the amount of brokerage to be paid)
11. The period for which leased
Accommodation is proposed to be taken. : From _____ to _____

(Column-09 & 10 are relevant only in case of leased accommodation from third party)

(A Declaration clause has been proposed for insertion here.)

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 Par-8 above and I authorize the company to deduct from my salary the amount in excess of the admissible lease rent.

Date: _____

Signature: _____

Designation: _____

Name: _____

ANNEXURE - II

CENTRAL RAILSIDE WAREHOUSE COMPANY LTD

COMPANY LEASE ACCOMODATION AGREEMENT (THIRD PARTY)

This Deed of Lease is made on the _____ day of _____, 20__ between _____ (hereafter called the Lessor which term shall mean and include, wherever the context so requires or permits, her heirs, executors, administrators and assigns) of the one part and Central Railside Warehouse Company Limited, (CRWCL) through its representatives Mr./Ms _____ (hereinafter called 'The Lessee' which term shall mean and include, wherever the context so requires or permits, their executers, administrators, successors and assigns) of the other part.

WHEREAS the Lessor is absolute owner in possession of house bearing building described in _____ the Annexure **A** attached hereto, _____ (Address) together with all the premises and appurtenances, easements and other rights appertaining thereto and all the fittings and fixtures attached thereto and hereinafter called the 'said premises' and more particularly described in the schedule hereunder written to hold unto the lessee for a period of _____ commencing from _____.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY FURTHER AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS

1. The Lessor hereby agrees to permit the Lessee to use and occupy the said premises for residential purpose of Shri/Smt. _____ at monthly rent of Rs. _____ and the lessee takes the same on the said rent.
2. This agreement be deemed to have commenced from _____ and shall be for a period of _____ months ending _____ with an option to renew it for a further mutually agreed term.

8. The LESSEE shall use the said premises as a residential accommodation for the exclusive use of his family, their servants and bonafide guests and shall not do or suffer to be done anything therein which may become nuisance, danger or annoyance to or in anyway interfere with the quiet or comfort of the other residents of the locality and not to use the said premises for any illegal or immoral purpose.
9. That the "LESSEE" shall not have the right to sublet or underlet the premises either partly or wholly to any of its subsidiary/associate concerns or to any other person, body, association or entity.

AND THE LESSOR HEREBY COVENT WITH THE LESSEE AS FOLLOWS

10. To pay all charges/ Government dues in respect of the said premises house tax, ground rent or any other charges payable to any government, Municipal, local authority or agency or the society and other rates and taxes levied.
11. To permit the Lessee to bring into the said premises furniture, articles and personal effects necessary or required.
12. To keep the property insured against all comprehensive insurable risk which may include accidental damage by fire, irresistible force or act of God.
13. On the Lessee paying the monthly compensation and observing and performing the several terms and conditions herein contained permit the Lessee to peacefully and quietly use and occupy the said premises without any hindrance or obstruction from the Lessor.

AND IT IS FURTHER AGREED BETWEEN THE TWO PARTIES HERETO AS FOLLOWS

14. This agreement or any renewal thereof may be determined at any time by either party giving the other one month notice in writing or rent in lieu thereof for vacating the said premises. On such earlier termination of the lease, Lessor shall refund the security

Annexure 'A'

Schedule of fittings and fixtures in the building bearing having
.....bed rooms with a common bath room, a drawing cum dining hall, a
kitchen with work area and another bath room with the following fixtures

- | | | |
|----|------------------|------------|
| 1. | Tube Light |Nos. |
| 2. | Ceiling Fan |Nos. |
| 3. | Bulbs | Nos. |
| 4. | Covered Cupboard | Nos. |
| 5. | Taps | Nos. |
| 6. | Wash basin | Nos. |
| 7. | AC | Nos. |
| 8. | | Nos. |
| 9. | | Nos. |

Lessor _____

Lessee _____

Signature _____

Signature _____

User Employee _____

Signature _____

ANNEXURE-III

CENTRAL RAILSIDE WAREHOUSE COMPANY LTD.

COMPANY LEASED ACCOMMODATION AGREEMENT (ON SELF LEASE).

This agreement of lease is made aton this
.....day of2015, between Shri/ Smt.
.....Son/Daughter of Sh. /Smt.
.....and resident of
.....
.....

hereinafter referred to as the LESSOR (which expression shall mean and include his/her
heirs, successors, assignees, nominees and legal representatives) and Central Railside
Warehouse Company Limited, (CRWCL) through its representative Mr./
Ms.....address.....
.....
.....
hereinafter referred to as the LESSEE.

WHEREAS, the LESSOR Sh./Smt.....
is the owner of the premises known as
.....
.....

The LESSOR hereby agrees to lease out the LESSEE his/her above said accommodation
consisting of Bed Rooms,Dining Rooms,Drawing Rooms,
.....Kitchen,Bathroom & Toilet, etc with a total covered area of about
.....Sq. 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 the 10th of every month.

02. The Lease is for a period ofmonths commencing fromtoand for exclusive residential use of LESSEE's official Mr./Ms.working asin CRWC, 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/her own cost.

05. Major repairs' of the house shall be done by the LESSOR at his/ her own cost.

06. The water and electricity charges shall be paid by the LESSEE's executive residing in the premises.

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

Signature:	Signature:
Sh./Smt:	Mr./Ms:
(LESSOR)	Central Railside Warehouse Company Limited.(LESSEE)

Witnesses:

01.

02.

ANNEXURE-IV

CENTRAL RAILSIDE WAREHOUSE COMPANY LTD.

NO DEMAND CERTIFICATE

(Applicable in case of Third party Lease. 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 Sh./Smt.
....., along with fittings/fixtures, etc. to the
satisfaction of the owner. No dues are payable to the owner.

Date:	Date:
Signature :	Signature :
Name:	Name:
(House Owner)	(Designated HR officer of CRWC)

Copy to:

01. HR, CRWC, CO, New Delhi.

02. Finance, CRWC, CO, New Delhi.