

**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.
- e) The lease agreement shall be signed with the owner of the house by the designated HR Officer on behalf of the company.

- f) The original documents relating to the lease agreement, including the agreement, etc may be placed in the Leased Accommodation file 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, besides a copy of it to be kept in personal file of concerned officer.

#### **4.0 General conditions governing lease accommodation:-**

- (a) The officers availing the Company leased accommodation shall not be eligible for HRA.
- (b) The lease shall not be considered for less than 11 months.
- (c) Whenever the lease rent is enhanced by the Company, a fresh lease deed at enhanced rate may be executed as under.
- i) After expiry of the earlier lease agreement, in 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 subject to stipulation under notes below.

Note: 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 lease period.

Note: In case of self lease, he/she shall not be permitted to exercise option to exit by giving one month notice for availing the benefit of enhancement of rental limit by the company and his/her fresh request for self lease shall only be considered after expiry of period of self lease from which he/she made exit.

- (d) Lease Agreement (third party) shall be executed for a maximum period of 2 years at a time and shall be effective from the date of possession of the accommodation by the officer. In case of Self Lease, agreement may be executed for the period requested by the employee for not less than 11 months and shall be effective from the date requested by the employee in his/her application.

Note: 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.

- (e) Sub-letting of the company leased accommodation shall not 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, 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

- (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.

- (c) The rental value of subject dwelling units should be in line with the ongoing market rates of such locality and a self certificate in this regard must be produced to substantiate such claim.
- (d) Employee shall ensure proper upkeep of fixtures of Leased accommodation (3<sup>rd</sup> party) and shall compensate the company towards damage and claim/recovery of any amount by Lessor on their account.

#### **6.0 RENT RECOVERY/LICENSE FEE:-**

In respect of leased accommodation (Self-lease or otherwise) availed by the employee, rent will be recovered from the employee @ 10% of basic pay or the actual rent, whichever is lower, in terms of office memorandum No. 2(68)/08-DPE(WC)-GL IV/ 2012 dated 20.03.2013 issued by Department of Public Enterprises.

#### **7.0 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 15 days rental, once in two years, subject to the condition that change in residence is due to reasons other than personal or expiry of existing lease period. In case of extension, no brokerage charges is admissible.
- (b) In case of third party accommodation, an advance equal to maximum two (2 months) rental may be paid directly to the house owner. However, such an advance shall be treated as an advance to the house owner, which will be adjusted against the first two months rent to be paid by the company to the house owner / Lessor.

#### **8.0 AMENDMENTS AND INTERPRETATIONS:-**

- (a) In the event of any doubt regarding interpretation of these rules, or matter relating thereto, the decision of the Managing Director shall be final and binding.
- (b) Board of Directors may, at their discretion, amend, modify, alter or rescind any of these rules, at any time.

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**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 \_\_\_\_\_
- 12. Effective Date of Lease : \_\_\_\_\_

(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: \_\_\_\_\_

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.

3. That the Lessee shall pay to the Lessor monthly rent of Rs. \_\_\_\_\_ payable as advance subject to Tax deduction at source as per I.T Act by 10th of every month by means of cheque in favour of of Lessor, which is exclusive of Electricity and water Charges which shall be paid and borne by the employee to the authorities concerned on the basis of actual consumption without any delay as and when the charges fall due and the Lessor shall not be responsible in case of disconnection due to non payment.
4. The Lessee shall deposit with the Lessor Rs. \_\_\_\_\_./-(Rupees \_\_\_\_\_ Only) as refundable security deposit for which the employee shall obtain a stamped receipt from the Lessor. This deposit will be kept as a guarantee for such payments and observances of the covenants mentioned herein and it is to be repaid without any interest to the employee and which shall be returned on revocation of license by either party and surrender of the right of permission of the premises to Lessor and subject to payment of the arrears of license fee provided in the agreement and unpaid electric bills and water charges if any. Any of the above arrears and liabilities could be adjusted from the security deposit.
5. Nothing in this agreement shall be construed as creating a tenancy in favour of the Lessee and Lessee shall not at any time claim any tenancy rights under this agreement or otherwise however.
6. The Lessee and its above named employee shall keep the said premises in good condition and shall not cause any damage to it knowingly and willingly. Normal wear and tear accepted.
7. The Lessee shall not make or permit to be made alterations to or additions in the said premises without the previous consent in writing of the Lessor, which consent shall not be unreasonable withheld. The Lessee shall, however be entitled to install air-conditioners and other electrical fittings and extension of wiring whenever necessary.

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



deposit to the Lessee before vacating the said premises as per the terms and conditions mentioned herein this agreement with regard to the refund of security deposit.

15. That the dispute, if any, with respect to this lease will be settled in Delhi.

IN WITNESS WHERE OF the Lesser and the Lessee have hereunto and duplicate hereof set and subscribed their respective hands the day and year first herein above written.

SIGNED AND DELIVERED by the above named Lessor

.....

SIGNED AND DELIVERED by the above named Lessee

.....

Authorised Signatory

Witness: 1.

2.

**Annexure I**

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 at .....on this  
.....day of .....2015, 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 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 the 10<sup>th</sup> of every month.

02. The Lease is for a period of .....months commencing from .....to .....and for exclusive residential use of LESSEE's official Mr./Ms. ....working as .....in 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:
<b>(LESSOR)</b>	<b>Central Railside Warehouse Company Limited.(LESSEE)</b>

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.