

NHFDC (COMPANY/SELF-LEASED ACCOMMODATION) RULES, 2003

1.0 COMPANY / SELF-LEASED ACCOMMODATION

Below Board Level Executives will be entitled to Company / Self-leased accommodation as per the rates given below :

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| i) | Delhi (including NCR region),
Kolkata, Mumbai, Bangalore
& Chennai | 40% of maximum pay in the
scale |
| ii) | Other cities | 30% of maximum pay in the
scale |

The maximum permissible limit is inclusive of the 10% of the current basic pay to be deducted from the salary of the employee

- 1.1 The Corporation may take on lease any house owned by an executive or his spouse/father/mother/children or by Hindu Undivided Family in which he is co-partner for the residence of executive himself on payment of lease rent, which shall be assessed by a Departmental Rental Assessment Committee to be constituted by the Management for this purpose. However, if the house to be taken on lease belongs to a member of the Departmental Rental Assessment Committee, the competent authority will nominate someone else in place of him for assessment of his/her house. The terms and conditions under which this facility shall be extended to the executive and the procedural rules to be followed by implementation of this scheme are as under :-
- 1.1(a) Executives of the Corporation who wish to avail the facility may make an application and their cases will be put up to the Departmental Rental Assessment Committee. However, option to take house on lease under this scheme rests with the Management and cannot be claimed as a matter of right.
- 1.1(b) The Departmental Rental Assessment Committee may take into consideration the following views while fixing the rent of the house:
- The rental area of the house/portion in occupation of the executive and his/her family commensurate with his/her status.
 - Prevalent market rent for similar accommodation in the locality.
- 1.1(c) The rent recommended by the Committee and approved by the Competent Authority shall remain in force for a period of three years and shall not be reviewed during this period. However, if there is a decrease in the area under occupation, the executive shall immediately notify that change to the Corporation. In such case, rental value of the area under occupation shall be determined afresh. The rental value per sq. feet as originally determined will be the basis of fixing the revised rent.
- 1.1(d) For determining rental entitlement on the basis of internal assessment, only the monthly rental value so assessed and no municipal or other taxes will be taken into account.

- 1.1(e) The quantum of rent admissible shall be the maximum rental entitlement of the executive as prescribed in the rules for company self-leased accommodation or as specified by the competent authority from time to time less 10% of the executive's pay.
- 1.1(f) In the event of owner executive ceasing to be in employment, the house will normally be handed over to him subject to such safeguard as may be necessary for recovery of balance of house building loan, if any outstanding against him.
- 1.1(g) Executives will have the option of receiving HRA or leasing their house to the Corporation (i) on the existing basis of Municipal assessment or (ii) on the basis of internal assessment, subject to the conditions relevant to each. An employee who has opted for (ii) shall not be permitted to change over to (i) within three years from the date he/she has been allowed the benefit of internal assessment.

2.0 **GENERAL**

- 2.1 If both husband and wife are employees of the Corporation and are posted at the same station, company / self-leased accommodation will be admissible to one of them only.
- 2.2 An advance rent normally upto an amount equivalent to three months entitled rent shall be paid by the Corporation to the landlord in case he/she insists for the same and gives in writing, which will be adjusted against the rent dues of not more than first 24 months or the leased period as agreed upon by the landlord and the Corporation.
- 2.3 Security Deposit not exceeding three months' rent may be paid to the landlord which will be adjusted against the rent dues of the last three months of the lease failing which the same shall be recovered from landlord, before handing over of the possession of the leased premises by the employee.
- 2.4 If accommodation is arranged through a broker, the Corporation will reimburse brokerage charges directly to the broker upto an amount not exceeding the actual rent. Normally the brokerage charges will be reimbursed by the Corporation only once at the same place of posting. However, if the employee has to vacate the house on expiry of the lease period or within two months of such expiry and another residential accommodation has to be taken on lease for him by the Corporation, the foregoing condition will not apply. In other cases, ceiling for relaxation of this condition, approval of the competent authority will be necessary. No brokerage would be payable when an executive leases out his own house to the Corporation.
- 2.5 The Lease Deed will normally be as per the approved format. Conditions incorporated in the said format deed which will be deemed to form a part of these rules, may be relaxed in exceptional cases by the competent authority whenever it is felt that strict compliance may create hardship to the concerned employee.

- 2.6 During the currency of a lease deed no revision of rent would be permitted except where the order provides some additional facilities or accommodation.
- 2.7 The Company/Self-Leased Accommodation is basically intended for the use of the employee, his/her spouse and dependent children. In addition to these, dependent parents and dependent brother/sisters could also be accommodated in the Company/Self-Leased Accommodation. Accordingly, the employee shall furnish details of the family members who will be using the accommodation at the time of commencement of the lease or at any subsequent time when there is a significant change in the composition of the family members using the accommodation.
- 2.8 The Management would have the right to inspect the premises to ensure the appropriate use of such accommodation and may terminate the lease without any notice to the concerned employee if it is satisfied that the accommodation in question has been put to unauthorised or inappropriate use apart from the employee himself being liable for disciplinary action.
- 2.9 The company/self-leased accommodation including executive owned houses allotted to an employee 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 recovery provided that the accommodation is required for bonafide use of the members of his family.

<u>Events</u>	<u>Permissible period for Retention of Accommodation</u>
a) Retirement	2 months
b) Death	6 months
c) Transfer to a place outside headquarters	2 months
d) On being deputed by the Company for training	Full period of training
e) Any kind of leave which qualifies for payment of House Rent Allowance in full	Full period of leave
f) Study leave, if any (including EOL)	Full period of leave
g) Leave on medical grounds (including EOL)	Full period of leave
h) Reversion of a deputationist to his parent department	i) Two months (if served NHFDC for a minimum period of one year)

- ii) One month (if served NHFDC for a period of less than one year)

Provided, however, where an employee is transferred to a place outside station in the midst of an academic session, the period of two months as mentioned at (3) above may be extended not beyond the end of academic session by the competent authority in exceptional cases if the shifting of his family is likely to adversely affect the education of his children.

- 2.10 In case, there is over payment of rent to the landlord, for reasons directly attributable to an employee, he/she will be liable to make good the loss to the Company for such over payment.
- 2.11 The expenditure incurred by the Executive on repairs/maintenance/ minor alterations carried out in the leased premises occupied by him including executive owned houses may be reimbursed to them subject to the following conditions :
 - 1) The repairs/maintenance/minor alterations carried out are essential and that no major alterations in the premises will be undertaken without the specified written consent of the landlord.
 - 2) The total amount to be reimbursed in a year, commencing from the date of operation of the lease, shall not exceed the entitled two month's rental ceiling.
 - 3) Reimbursement of expenses incurred by the Executives will be made on the basis of a certificate.
 - 4) The reimbursement of expenses on these accounts may be made once every quarter i.e. January, April, September and December or once in a year.
- 2.12 For the purpose of these rules, the Competent Authority would be Chairman-cum-Managing Director
- 2.13 Relaxation of any rule, which should be given only under special circumstances, may be permitted only by the Managing Director.
- 2.14 In case of any doubt or dispute regarding the interpretation/ implementation of the above rules and also in respect of cases/matters not covered herein, the same should be referred to CMD for decision / clarification
- 2.15 The Management reserves the right to modify, cancel, add or amend any of the above rules at any time without giving any notice or assigning any reason therefore.
