

OIL & NATURAL GAS CORPORATION (WOU) KARMACHARI SANGHATANA

AFFILIATED TO - PETROLEUM & GAS WORKERS' FEDERATION OF INDIA

Reg. No. (By - II - 8268)

Tel. : 022-26274102

Flat No.102, 1st Floor, Acme Harmony-I, Poonam Nagar, Off. JV Link Road, Andheri (E), Mumbai - 400 093.

Website : www.ksmumbai.com

REF. : ONGC/KS/ 150/20.22

DATE : 24/10/2022

To,
The Director (HR),
ONGC,
PDD Urja Bhavan,
5, Nelson Mandela Marg,
Vasant Kunj,
New Delhi 110070

O/C

Subject: Erroneous deduction under the column of Cafeteria and HRR for Self-lease from pay revision arrears.

Respected Sir,

This has reference to our earlier letter vide no. **ONGC/KS/062/2021 dated 21/01/2021** regarding erroneous deduction under the column of "**Cafeteria and HRR**" for self-lease from pay revision arrears of our employees. Till date we have not received any reply from the concerned authority of HR at head quarter. Please find enclosed the copy of our letter for your perusal.

It is pertinent to mention here that the issue of Self lease recovery was discussed in Pre JCM meeting on **28.06.2022 and 29.06.2022** in Chennai in presence of **Shri. A P Singh, ED- Chief ER** along with other authorities from Head Quarter and in presence of **Smt. Alka Mittal, the then CMD** in the meeting in New Delhi on **02.08.2022 and 03.08.2022**. Assurance was given by the authorities to resolve the issue at the earliest.

Our letter enclosed on the subject is self-explanatory.

Your esteemed authority is requested to kindly intervene in the matter as huge amount has been deducted from the employees who have availed self-lease facility. Early decision in the matter will be highly appreciated.

Thanking you,
Yours faithfully,

(Pradeep Mayekar)
General Secretary

O/C

Copy to:

1. ED - Chief ER, ONGC, PDD Urja Bhavan, Vasant Kunj, New Delhi
2. ED - HRO, ONGC, WOU, NBP Gr. Heights, BKC, Bandra (E), Mumbai-51.
3. GGM (HR) Head-ER, ONGC, Green Hills, Dehradun, Uttaranchal.
4. GM - I/c IR, ONGC, WOU, NBP Gr. Hts., BKC, Bandra (E), Mumbai-51.
5. DGM - I/c Corp. IR, ONGC, Green Hills, Dehradun, Uttaranchal.

Indu Jate
27/10/2022



OIL & NATURAL GAS CORPORATION (WOU) KARMACHARI SANGHTANA

AFFILIATED TO - PETROLIUM & GAS WORKERS' FEDERATION OF INDIA

Reg. No. (By - li - 8268)

Tel.: 022-26274102

Flat No.102, 1st Floor, Acme Harmony-I, Poonam Nagar, Off. JV Link Road, Andheri (E), Mumbai - 400 093.

REF. : ONGC/KS/ 62 /2021

DATE : 21/01/2021

To,
The C & MD,
ONGC,
PDD Bhavan,
5, Nelson Mandela Marg,
Vasant Kunj,
New Delhi 110070.

o/c

The Director - HR,

The Director - Finance,

The Director - Offshore,

The Director - T & FS,

**Subject : Erroneous deduction under the column of cafeteria and HRR
for Self Lease from pay revision arrears.**

Respected sir,

We are in receipt of an appeal letters from employees working at various work centers of Western Offshore Unit regarding erroneous deduction under column of cafeteria and HRR for self-lease from retrospective effect from the pay revision arrears.

Final pay revision meeting for signing MOS was held on 20th Oct. 2020, self-lease issue is discussed with the pay revision committee. After discussing and consulting the issue with all other committee members, Chief ER as Chairman of wage committee explained that self-lease facility will discontinue from 28/10/2017 as done in the case of executive after pay revision, & HRR/self-lease amount will be adjusted against HRA of 24% & balance amount if any will be refunded to the employees availing self-lease facility.

It is very unfortunate and painful to note that while Payment of arrears, it is seen that self-lease was discontinued from the date of signing the pay revision & all recoveries regarding self-lease are made effective on revised basic pay without intimating or discussing with recognized unions. This unilateral decision and deviation from what was decided is highly uncalled for.

As per the order no. **ONGC/ER/E&H/001 dated 27/07/2012; HRR @10%** of the basic pay or actual lease rent whichever is lower is to be made effective from employees residing in leased / self-leased accommodation. Even though ONGC had deducted HRR @ 10% of basic pay which was higher than 10% of actual lease rent.

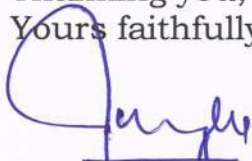
It is pertinent to mention here that after implementing the pay revision of 2007 for the Executives, self-lease rent was revised vide order no. **ONGC/ER/CP/E&H/002 Dtd. 01/04/2010**. Another order for Executives and Non Executives was issued vide order no. **ONGC/ER/CP/E&H/001 Dtd. 13/03/2013** where self-lease rent was revised for non-executives also. Unfortunately, self-lease rent is not revised for non-executives on maximum span of revised pay scales but surprisingly HRR amount is deducted @ 7% on revised basic & HPT is deducted under cafeteria head. Both the recoveries has been made with retrospective effect from 28/10/2017 is beyond our understanding. Moreover, amount deducted under **"House Perquisite Tax" (HPT)** is also huge.

Kindly refer enclosed copy of undertaking as per annexure III & IV where it is clearly mentioned that while entering into agreement with ONGC. There was an understanding that **as and when the lease amount will be enhanced or revised, due to merger of DA with basic pay or due to pay revision, ONGC will pay the difference in enhanced lease amount to the lessor from date of such increase**. With this understanding ONGC has enhanced the amount of leased accommodation on maximum of basic to Executives vide office order no. **11(19)18 – lease/CP dtd. 16/04/2019**. Please find attached the copy of the same for your perusal.

The same self-lease facility as per the office order mentioned above should be extended to non-executives and amount of self-lease rent should be recalculated on maximum span of the new pay scales or refund the amount of HRR recovery which has been made affected @ 7% on revised basic from 1/1/2017 against self-leased. It is not only illogical but also unethical. After recovery of HRR n revised basic pay the net gain received under self-lease is much less than the amount of HRA on revised pay scale.

Your esteemed authority is requested to kindly review the issue as explained above and decision must be taken either to refund of HRR recovery which is made on revised basic @ 7% as well as deducted HPT or self-lease rent amount must be paid on maximum of revised pay scales at par with Executives as mentioned above.

Thanking you,
Yours faithfully,



(Pradeep Mayekar)
General Secretary

a/c

Copy to:

1. ED – Chief ER, ONGC, Tel Bhavan, Uttaranchal, Dehradun.
2. ED – Chief Offshore Finance, ONGC-WOU, V. Bhavan, Bandra (E), Mum 51
3. GGM – HRO, ONGC-WOU, Gr. Heights, BKC, Bandra (E), Mumbai 51.
4. CGM - I/c HR-ER, MH Asset, ONGC-WOU, V. Bhavan, Bandra (E), Mum 51
5. CGM - I/c HR-ER, Services, ONGC-WOU, 11 High, Sion, Mumbai 17.
6. GM - I/c IR, ONGC-WOU, Gr. Heights, BKC, Bandra (E), Mumbai 51.
7. GM - I/c HR-ER, LPG Plant, ONGC-WOU, Uran, Raigad.
8. GM – I/c HR-ER, NSB, ONGC-WOU, Nhava, Raigad.
9. GM – I/c HR-ER, ONGC-WOU, Panvel Phase I,
10. DGM – I/c HR-ER, LPG Plant, ONGC-WOU, Hazira, Surat, Gujrat.

To,
The Incharge F & A
ONGC Uran Plant, Uran.

Date: 18/12/2020

Sub: Erroneous deduction under the column of Cafeteria and HRR incl retro for "Self lease" from Pay Revision arrears paid in the month of Oct 2020.

Respected Sir,

We the Staff category employees of ONGC Uran plant, would like to draw your attention on following:

Pay revision of Unionized Category has been finalized and implemented, accordingly arrears of pay revision also paid in the salary of Oct 2020. We had opted for self-lease facility from Jan 2017 to Oct 2020.

On enquiry it has been explained to us that house perquisite tax has been deducted on the difference between self-lease amount and HRA amount which was admissible to us.

The deduction under the heading "**Arr. Cafeteria Ad**" is exorbitantly high, so you are requested to look into the matter and refund us the excess amount deducted from our Oct 2020 salary.

The **HRR incl retro** has been deducted from our Oct 2020 salary based on calculation as per revised basic pay for the period Jan 2017 to Oct 2020. We had received the self-lease from Jan 2017 to Oct 2020 on old basic pay (pre-revised basic pay) and the HRR from Jan 2017 to Oct 2020 has already been deducted (10 % of basic pay) every month on pre-revised basic pay.

It is requested to you, to either pay us the self-lease arrears amount from Jan 2017 till Oct 2020 on revised basic pay or refund us the **HRR incl retro** that has been deducted on revised basic pay from our Oct 2020 salary.

It is requested to provide the following:

1. Individual pay revision arrears bifurcation / calculation in detail.
2. Clarification regarding deduction in OT and special sanction OT allowances in the individual salary for the month of Nov 2020.

Your esteemed authority is requested to kindly look into the matter and action may please be initiated to refund the amount of excess recovery at the earliest

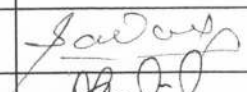
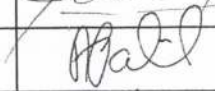

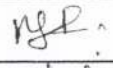
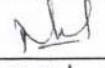

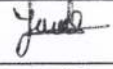
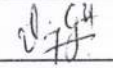
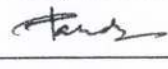

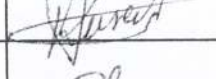



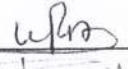
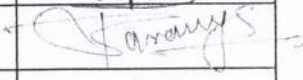
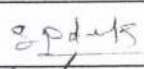

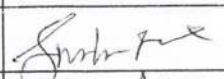
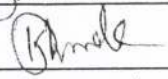
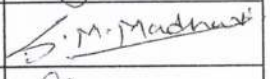
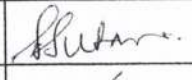
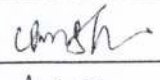
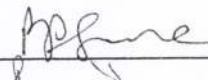
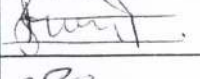

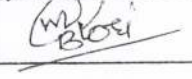
Thanking You,

Your's faithfully
(Regular Employees of Uran Plant.)

- Copy to:
1. GGM-HRO, Mumbai for necessary action please.
 2. GGM-PMU, for necessary action please.
 3. GM - I/C HR-ER, Uran.
 4. Gen. Secretary, ONGC (WOU) Karmachari Sanghtana, MR
 5. Secretary Karmachari Sanghtana, Uran.

Enclosure: Signature sheet of employees. (Total No. 84 employee's)

List of employees and their Signature for recalculation and refund of excess recovery amount done by ONGC

Sr. No.	Name of employee	Designation	CPF NO	Signature
1	Sanjay S. Pawar	Helper - I	93029	
2	Anand. M. Patil	HW (O)	49266	
3	M. N. Thakur	OWT - Supt. Asst.	57452	
4	M. S. Patil	EA (P)	126281	
5	Nitin Morar	DT (F)	122735	
6	S. P. Patole	Sr. f (m)	47806	
7	Kanifnath Yewale	Sr. Asst (Steno)	126514	
8	VIRAJ D GHARAT	Jr. Asst (Steno)	127950	
9	KUNAL PARDESHI	EA. Jr. Sc. Asst.	127805	
10	C. P. PATIL	H. W. Col	42906	
11	A. R. Farad	Suptd. (HR) Pdt.	71706	
12	D. D. Sheik	Sr. Asst. (PRAI)	92971	
13	M. P. Thakur	Changeman	92940	
14	S. B. MHASKAR	Jr. Tech. (P)	126091	
15	Mrs. Vrunda V. Purav.	H. W. (G)	56094	
16	Balkod P. Borange	Sci Asst. F ₂ (chem)	122907	
17	Sham S. Padekar	Sci Asst. F ₂ (chem)	122861	
18	Samadhan S. Patil	JE (Mech)	130837	
19	Sanjay Anant mhatre	Sr. Asst (Account)	92614	
20	R. B. Khaule	CIM (Elec)	93142	
21	Samadhan N. Madhavi	Dy. Tech (P)	106592	
22	Sanatkar Tukaram Sutar	Engg. Asst (EW)	124719	
23	Umesh D. Chavan	Engg. Asst (EW)	124694	
24	Bramod Pansare	Ch. fireman	57072	
25	Rohan C. Wadhavinde	DY T (E)	126586	
26	P. B. Gharat	Sr. Khar	56095	
27	Mansoj B. Kori	EA (E)	122961	

List of employees and their Signature for recalculation and refund of excess recovery amount done by ONGC

Sr. No.	Name of employee	Designation	CPF NO	Signature
1	B. S. Kashid	Paramedical Asst.	96456	B Kashid
2	T. P. PATEL	Chief F/M	57767	T. P. Patel
3	Manish P. Rangne	Dy. Tech (P)	126584	Manish P. Rangne
4	P. N. JADHAV	SR. F/M (F)	83177	P. N. Jadhav
5	K. B. DHOTRE	Dy Tech (P)	122916	K. B. Dhotre
6	A. P. Hotkar	Engg Asst (F2)	121201	A. P. Hotkar
7	P. R. BHOTIR	H/W (T)	70154	P. R. Bhotir
8	A. R. Shrivastava	Forman (F)	85237	A. R. Shrivastava
9	Atish D. Ramteke	JT (P)	121202	Atish D. Ramteke
10	Shashwat R. Chaudhari	AT (P)	127781	Shashwat R. Chaudhari
11	Ramkant Kumawat	AT (P)	126432	Ramkant Kumawat
12	Rasateb P. Dighe	JT (P)	121139	Rasateb P. Dighe
13	SANDIP R. DHULI	JT (P)	121157	Sandip R. Dhuli
14	S. Y. Maske	A.F. Man (Boiler)	93007	S. Y. Maske
15	G. C. D. Dhotre	Chief F/M	57699	G. C. D. Dhotre
16	K. A. Koli	Forman (T)	83219	K. A. Koli
17	B. K. Dhindale	SR F/M (P)	83197	B. K. Dhindale
18	N. T. Rang	JT (E)	122935	N. T. Rang
19	R. P. Ingle	AT (B)	126650	R. P. Ingle
20	Nitesh N. Chaulkar	JEA (B)	127668	Nitesh N. Chaulkar
21	Sunil G. Vamaye	DEPT. Tech (B)	126563	Sunil G. Vamaye
22	Govind S. Patil	DEPT. (Boiler)	126535	Govind S. Patil
23	P. S. Patil	JT (E)	127960	P. S. Patil
24	V. R. Patil	JPA (F)	126494	V. R. Patil
25	D. L. Sawant	TA (E)	96628	D. L. Sawant
26	Vishnu R. Vhatkar	Assit Foreman (P)	93145	Vishnu R. Vhatkar
27	Hemant K. Tulastkar	AT (P)	124587	Hemant K. Tulastkar



ऑयल एण्ड नैचुरल गैस कॉर्पोरेशन लिमिटेड
Oil and Natural Gas Corporation Limited

निगमित नीति अनुभाग

Corporate Policy Section

"ग्रीन हिल्स", ग्राउण्ड फ्लोर ए-विंग, तेल भवन, देहरादून

'Green Hills', Ground Floor, A-Wing, Tel Bhavan, DEHRADUN

Tel No. 0135 - 2792182; Fax No. 0135 - 2758156

No. 11 (19)/18-Lease/CP

Dated: 16.04.2019

OFFICE ORDER (21/2019)

Subject: Revision of Rental Ceiling for Lease Accommodation for below Board level executives.

The Executive Committee (EC) in its 524th meeting held on 27.03.2019 at New Delhi accorded approval to the following:


- a) Rental ceiling for leased accommodation for below Board level executives, on the applicable HRA rate calculated on the maximum of revised pay scale. The revised monthly amount of lease ceilings for different levels of executives is enumerated below:-

Level	Scale of Pay	Category of Cities		
		"X" Class	"Y" Class	"Z" Class
E0	50000-160000	38400	25600	12800
E1	60000-180000	43200	28800	14400
E2	70000-200000	48000	32000	16000
E3	80000-220000	52800	35200	17600
E4	90000-240000	57600	38400	19200
E5	100000-260000	62400	41600	20800
E6	120000-280000	67200	44800	22400
E7	120000-280000	67200	44800	22400
E8	120000-280000	67200	44800	22400
E9	150000-300000	72000	48000	24000

- b) Payment of lease amount within the above mentioned ceilings shall not be higher than the prevailing market rates, keeping in view the plinth area / location of house.

Rental assessment by conducting survey shall continue to be done by the committee comprising of representatives from HR, Civil Engineering and Finance.

- c) The revised rental ceiling shall be applicable **w.e.f. 26.10.2017**. However, the lease amount shall not be revised in case of existing lease agreement till the expiry of lease period.
- d) In respect of existing lease agreements and agreements completed / terminated after 26.10.2017, where the lease rent being paid was more than the eligible rental ceiling and the overrun amount being borne by the executive, the overrun amount as calculated for the period after 26.10.2017 would be paid to the executive.
- e) The lease ceiling is fixed for a period of 3 years from date of issue of office order i.e. **16.04.2019**. Thereafter, based on the prevailing market conditions, the lease rent ceiling shall be reviewed / revised.


(S K Tomar) 16/4/19

General Manager (HR) – CP



OIL AND NATURAL GAS CORPORATION LIMITED
(CORPORATE POLICY GROUP)
TEL BHAVAN: DEHRADUN

No. ONGC/ER/CP/E&H/002

Dated: 1st April, 2010

OFFICE ORDER (27 /2010)

Sub: Revised monetary ceilings for lease/ self-lease amount.

Reference is invited to sub-para (i) of office order No.11(19)/09-CP dated 22nd June 2009 which inter-alia provides that instructions regarding lease accommodation in revised pay structure shall be notified separately.

2. Consequent upon revision of pay scales of executives with effect from 1st January 2007, the Executive Committee in its 364th meeting held on 11th March, 2010 has decided to revise the monetary ceilings for lease/self-lease amount and rate of House Rent Recovery (HRR) in respect of employees who reside in leased/self leased or colony accommodation as indicated hereunder:-

2.1 Monetary ceilings for lease/self lease amount worked out on maximum of revised pay scales taking into account the applicable HRA rate plus 10%., shall be as under :-

Level	Work centre where HRA is applicable @ 30% (Rs./p.m.)	Work centre where HRA is applicable @ 20% (Rs./p.m.)	Work centre where HRA is applicable @ 10% (Rs./p.m.)
E-0	18600	13950	9300
E-1	20200	15150	10100
E-2	21800	16350	10900
E-3	23200	17400	11600
E-4	24800	18600	12400
E-5	26400	19800	13200
E-6*	28400	21300	14200
E-7/E-8	29200	21900	14600
E-9	32000	24000	16000

*Provisional till decision from MOPNG/DPE is received regarding pay scale.

2.2. Payment of Lease/self lease amount within the above mentioned ceilings shall not be higher than the market rates keeping in view plinth area/location of house.

Contd. ...2/-

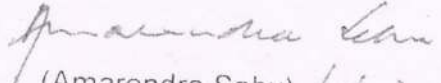
2.3. Rates of House Rent Recovery (HRR) for leased/self leased accommodation are revised as mentioned below which shall be applicable from the date of issue of this office order :-

Level	Revised HRR (Rs. /p.m.)
E-0 to E-2	2000
E-3 to E-5	3000
E-6 to E-9	4000

2.4. The existing rates of House Rent Recovery (HRR) for colony accommodation shall remain unchanged in order to encourage the executives to reside in colony accommodation.

2.5. The revised monetary ceilings for self leased accommodation shall be applicable with effect from **26.11.2008**. However, enhanced rates of lease amount would be applicable with effect from 26.11.2008 only in those past cases of leased accommodation where overrun was being borne by the executive under intimation to the concerned office.

3. Other existing terms and conditions governing leased/self leased accommodation facility shall remain the same.


(Amarendra Sahu) 1.4.2010
Dy. Gen. Manager (HR)

Distribution:

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ऑयल एण्ड नैचुरल गैस कॉर्पोरेशन लिमिटेड
Oil and Natural Gas Corporation Limited
Department of Employee Relations
Corporate Policy Section
तेल भवन, देहरादून : TEL BHAVAN, DEHRADUN

No. ONGC/ER/E&H/001

Dated: 27th July, 2012

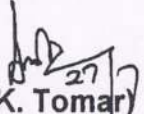
OFFICE ORDER (43/2012)

Subject: Revision of House Rent Recovery (HRR) in respect of employees who reside in leased / self leased accommodation

As per the instructions received from DPE vide letter No. 2(68)/08-DPE(WC)-GL IV/2012 dated 20th March, 2012, rent in respect of leased/self leased accommodation is to be recovered from all employees @10% of the Basic Pay or actual rent, whichever is lower.

2. Accordingly, Executive Committee, in its 417th meeting held on 2nd and 3rd July, 2012 at New Delhi, has decided that House Rent Recovery (HRR) @ 10% of the Basic Pay or actual rent, whichever is lower is to be made from all employees residing in leased / self-leased accommodation.

3. The revised rate of House Rent Recovery (HRR) as mentioned above shall be effective from 20.03.2012.


(S.K. Tomar)
Chief Manager (HR)- Corp. Policy



OIL AND NATURAL GAS CORPORATION LIMITED
Office of Chief-ER

Corporate Policy Section
II Floor, B. S. Negi Bhavan
Tel Bhavan, Dehradun – 248003

O. O. No. ONGC/ER/CP/E&H/001
Last Updated on: 17.04.2013.

OFFICE ORDER (E&H-001)

Sub: SELF LEASING OF RESIDENTIAL ACCOMMODATION OWNED BY ONGC EMPLOYEES

In supersession to all the earlier instructions on the subject, self leasing of residential accommodation owned by ONGC employees will be regulated as follows.

As per policy, ONGC may take on lease, house / flats owned by employees and allot the same to them for residential purpose on a request received in writing subject to the following conditions :-

1. ELIGIBILITY:

A. E-O & above:

- a) All executives at E-0 & above level who are otherwise entitled for leased accommodation and own a residential house / flat at his place of posting may be allowed the self-leasing facility, provided the Corporation's owned accommodation is not available for allotment.
- b) The eligible executives who get transferred to NE States may also be allowed this facility, provided they choose to retain their family at the old station where they have own house / flat.
- c) The executives/employees performing 14 days On/Off duty shall be eligible for self lease facility at the place where they own house and operate on On/Off duty.

B. Unionized Category:

All unionized category of employees, who own a residential house / flat at the place of posting may be allowed the self leasing facility on written request subject to the following conditions –

- a) The workman, who opt for availing the scheme, will give an undertaking that –
 - i) he would not be eligible or considered for allotment of ONGC's accommodation

- ii) he would either refund the different benefits (upto the maximum period of 5 years) availed on account of self leasing in case he desires to be considered for allotment of ONGC's accommodation in normal course.

OR

Alternatively he will be placed in the lowest priority i.e. at the bottom of seniority list.

- b) The workman, if applies for ONGC accommodation and is affected due to unforeseen circumstances, such as civil disturbances, flood or extreme medical case subsequent to exercising the option for self leasing, the condition stipulated at B (a) (ii) will not apply.
- c) For the work centres, where there is no colony at present, clause I(B) (ii) will operate from the date of first allotment of colony accommodation.

2. RENT ASSESSMENT:

The criteria for assessment of the rent of the house for self leasing purposes shall be the same as for leased accommodation applicable to the place of posting.

3. ENTITLEMENT:

- 3.1 Consequent upon revision of pay scales of executives with effect from 1st January 2007, the monetary ceilings for self-lease amount in respect of executives who are availing self- lease facility, are revised as under:-

Level	Work centre where HRA is applicable @ 30% (Rs./p.m.)	Work centre where HRA is applicable @ 20% (Rs./p.m.)	Work centre where HRA is applicable @ 10% (Rs./p.m.)
E-0	18600	13950	9300
E-1	20200	15150	10100
E-2	21800	16350	10900
E-3	23200	17400	11600
E-4	24800	18600	12400
E-5	26400	19800	13200
E-6*	28400	21300	14200
E-7/E-8	29200	21900	14600
E-9	32000	24000	16000

*Provisional till decision from MOPNG/DPE is received regarding pay scale.

- 3.2 The revised ceilings mentioned at 3.1 above are applicable with effect from 26th November, 2008.
- 3.3 Payment of self-lease amount within the above mentioned ceilings shall not be higher than the market rates keeping in view the plinth area/location of house. A committee consisting of representative from HR, Civil Engineering and Finance disciplines be constituted by L-1/Head of Work Centre to conduct survey of market rental rates of residential accommodations in different localities/areas in city/town. Based upon these market rates of different localities and area of lease/self lease accommodation, the lease rent may be fixed.

- 3.4 Monetary ceilings for self lease amount in respect of unionized category of employees whose pay scales are open ended, will be as under-

Scale	Monetary ceilings for lease amount		
	Work centre where 30% HRA is applicable	Work centre where 22.5% HRA is applicable	Work centre where 17.5 % HRA is applicable
1	2	3	4
4300	3480	2828	2393
4500	3660	2974	2516
4700	4380	3559	3011
5100	5400	4388	3713
5800	6120	4973	4208
6500	7200	5850	4950
7000	7770	6313	5342
10220	9540	7751	6559
11400	9975	8105	6858
13070	10659	8660	7328
15200	11856	9633	8151

- 3.5 The above mentioned monetary ceilings for self lease amount in respect of unionized category of employees are effective from **1st January, 2007**.
- 3.6 Consequent upon the revision of monetary ceiling for lease amount, employees may be paid enhanced amount of self lease rent, if admissible after obtaining a request letter and an Addendum to the earlier self-lease agreement. The formats of request letter and Addendum are annexed as **Annexure-III & IV** respectively.
- 3.7 Executive Committee in its **426th** Meeting held on 19th, 25th January, 2013 & 5th February, 2013 at New Delhi has decided that the revised rental ceiling for lease / self lease amount shall be **applicable HRA rate for the location plus 15% calculated on the maximum of pay scale held by the employee**. However, in respect of E-6 level executives, the maximum of pay scale for calculation of rental ceiling for lease / self-lease accommodation shall be taken as Rs.71,000/-. The revised rental ceiling shall be applicable from 13.03.2013. Other terms and conditions regarding lease / self lease shall remain unchanged.

(Issued vide Office Order (17/2013) No. ONGC/ER/CP/E&H/001 dated 13.03.2013)

4. RENT RECOVERY:

- 4.1 The employees provided with self leased accommodation shall be liable to House Rent Recovery (HRR) at the rates indicated below:-

Level	HRR (Rs./month)	Date of effectiveness
Employees drawing basic pay + DP(up to Rs.6999/-)	390	1 st January,2007
Employees drawing basic pay + DP (Rs.7000/- & above)	960	
E-0 to E-2	2000	1 st April,2010

E-3 to E-5	3000	
E-6 to E-9	4000	

As per the instructions received from DPE vide letter no. 2(68)/08-DPE(WC)-GL IV/2012, dated 20th March, 2012, rent in respect of leased/self leased accommodation is to be recovered from all employees @ 10% of the Basic Pay or actual rent, whichever is lower.

Accordingly, Executive Committee in its 417th meeting held on 2nd and 3rd July, 2012 at New Delhi, has decided that House Rent Recovery (HRR) @ 10% of the Basic Pay or actual rent, whichever is lower is to be made from all employees residing in leased/self leased accommodation.

The revised rate of House Rent Recovery (HRR) as mentioned above shall be effective from 20.03.2012.

(Issued vide office order no. ONGC/ER/E&H/001, dated, 27th July, 2012)

- 4.2 HRR at revised rates shall be realized from all employees availing self lease without any differentiation on the basis of beneficiary or non-beneficiary of enhanced monetary ceilings.
- 4.3 Employees provided with self leased/leased/colony accommodation are liable to House Rent Recovery (HRR) at prescribed monthly rates. As such when employee continues to occupy colony/leased/self leased accommodation during prescribed permissible period while being on EOL, HRR is required to be recovered. Since employees on long period of EOL do not get salary, monthly recovery of HRR through salary is not possible to be made. However, it may be ensured that deduction towards HRR for the period of EOL should be invariably be made from the salary of the month in which employee rejoins duty. All concerned are requested to comply with these instructions. **(Issued vide Office Order no. 13(1)/11-CP, dated, 15th November, 2011)**

5. MAINTENANCE & REPAIRS:

The maintenances, repairs etc. including taxes and consumption charges like electricity and water etc., shall be the liability of the owner-allottee.

6. RETENTION OF LEASING IN CASE OF TRANSFER ETC:

Those employees / executives who on transfer are residing in their own houses under self lease scheme may also be allowed to retain the accommodation for a period of two months or upto the end of academic session, provided they do not avail company's residential accommodation or leased houses or claim HRA at their place of posting during that period.

7. SELF LEASE FACILITY TO THE EMPLOYEES WHO PERFORM DUTY ON ON/OFF PATTERN:

Self leasing facility is allowed to the employees at the place where they own their house and operate on On /Off pattern

8. ENTITLEMENT ON PROMOTION:

Self lease rent at the enhanced rate shall be payable from the date of actual taking of charge of the promoted post.

9. OTHER TERMS & CONDITIONS:

- i) Payment of rental will be made to the individual through a crossed cheque.
- ii) Lease agreement on Rs.100/- non-judicial stamp paper shall apply. A standard sample for Lease Agreement duly vetted by Head Quarter Legal Department. is enclosed as **Annexure-I**
- iii) Provisions as contained in the OO No. ONGC/S/CER/CPS/017 dated 10th July 2006 for claiming HRA and sharing of the accommodation by other family members shall apply.
- iv) Only one family member will be entitled for self-leasing at a station.
- v) All employees availing self leasing facility shall have to submit and Affidavit (format of which is enclosed as **Annexure-II**) on non-judicial stamp paper of Rs.10/- duly notarized/attested by a judicial/executive magistrate. All Incharge-HR/ER of Assets/Basins/Regional Offices/Institutes shall obtain the requisite Affidavit from employee availing self leasing facility. Employees who do not submit the Affidavit within one month of being asked to do so, payment of self lease rent may be stopped forthwith. Appropriate disciplinary action under ONGC CDA Rules, 1994 may also be initiated against the employees found misutilising the facility.



(S K Tomar)
DGM (HR) - CP

AGREEMENT

This indenture made this between
 S/oresident of
at present
 residing at
 on the District ofhereinafter called
 the Lessor (which expression shall where context so admits include his heirs, legal
 representatives and assignees) on the one part and the Oil And Natural Gas Corporation
 Limited established by ONG Commission (Transfer of Undertaking and Repeal Act 1993
 and a Company incorporated under Companies Act, 1956 having its registered office at
 Jeevan Bharti Building, New Delhi and of its office at Tel Bhawan, Dehradun hereinafter
 called the Lessee which expression shall where the context so admits include his
 successors and assignees of the other part.

Witnesseth as follows:

1. In consideration of the rent hereinafter reserved and of the covenant and agreement by the Lessee hereinafter contain the Lessor doth hereby demise to the Lessee the property known as.....consisting of together with the piece of land on part whereof it is erected and all sq. ft. and appurtenances belonging thereto and more particularly described in the Schedule "A" appended herewith to hold the said premises upto the Lessee for a period of eleven months commencing from at a monthly rent of only for each calendar month (which amount shall cover the Municipal, Water and Property taxes and other Government Taxes, if any, excepting water, conservancy and electricity charges which shall be payable by the Lessee) and such rent to be paid to the Lessor at Dehradun or such other place as the Lessor may in writing notify any extra expenses to the Lessee hereby entail being deducted from the amount of such installment of the rent and to be paid on or before the 15th of the month following.
2. The Lessor hereby covenants with the Lessee that he/she will his/her own expenses pay all taxes, will keep the said premises wind and water tight and in good and tenantable repairs and condition and in particular white and colour washed and at all time keep the electric light plant and fittings installed in the said premises in good and serviceable order and condition and in the event of any leakage occurring or suspected therein with forthwith all necessary repairs and such leakage and that if the Lessor shall fail or neglect to observe and perform his/her obligations under this covenant the Lessee may pay the taxes, rates and outgoings and carry out the necessary annual repairs to the building and to electric installation in which case the Lessor shall allow such part of the taxes, rates and outgoings that are his/her liability as per clause above to be deducted from the amount of rent payable by the Lessee and also the Lessee may adjust a sum equivalent to one months rent towards annual repairs so carried out by the Lessee on behalf of the Lessor.

- 3 It is further covenanted that all un-removed fixture in the building e.g. wash basin, ECs Tubes, geysers, mirrors etc. may be used by the Lessee with due care to avoid any breakage and damage to such fixtures and should either or any of these fixture be broken or damaged during the period of use by the Lessee and there same shall have to be replaced with a new one of similar make and quality at his own cost by the Lessee.
4. The Lessee or Lessor can terminate the lease at any time after giving one month's notice to the Lessor or Lessee respectively. Any renewal of this lease beyond the period of eleven months shall be with the mutual consent of the parties who have set their hands hereunto.
- 5 The Lessee hereby covenants with the Lessor that he/she will maintain, keep up and look after the garden.
6. That the Lessee hereby covenants with the Lessor that he will pay the rent hereby reserved any time and in the manner aforesaid and will not make any assignment of the premises or any structural alterations and conditioned thereto without the consent of the Lessor and also shall not cause any damage to the property due to careless or improper use excepting that might occur under fair wear and tear and will at all reasonable time permit the Lessor to enter upon the premises for the purpose of proper maintenance of the building and effecting the repairs that may be carried out by the Lessee at the time of quitting possession of the building and the premises to be restored to the Lessor in the original condition in which these had been taken possession of at the time of entering into this covenant.
- 7 In witness whereof, the Lessor sets his/her hands and namedesignation..... for and on behalf of the Oil And Natural Gas Corporation Limited has hereto set his hands and day and the year first herein above written.

Signed (Lessor) in the presence of:

- 1.
- 2.

Signed by

(Behalf of the Oil And Natural Gas Corporation Ltd., Lessee) in the presence of:

- 1.
- 2.

(Schedule "A" referred to in clause)

House and ground situated at
..... containing by measurement sq.
ft.(Bighas Kuttas).....Chatkas and being bounded as under:-

On the North
On the South
On the East
On the West

Signed by Lessor and signed by..... for and
behalf of the Oil And Natural Gas Corporation Limited (Lessee) in the presence of the
under mentioned this.....

Signed by

Signed by.....

WitnessNo.1.....

Witness No.1

WitnessNo.2.....

Witness No.2

AFFIDAVIT

This is to state that my residential accommodation for purpose of self lease for stay of self and my family members is _____ (address of accommodation).

I have declared for self lease purpose to my employer viz. ONGC that the self lease premises is owned by me/or has been inherited by me and I along with my family members are staying at this premises for which for which I am drawing self lease rent from ONGC.

That this premises is solely being utilized for residence of self and family and for no other purpose.

In case, it is found that I am not residing in this accommodation, I shall be liable for disciplinary action, as per existent rules of ONGC.

Deponent

CERTIFICATE

I, hereby _____ son/daughter of _____ r/o _____ working as _____ posted at _____ do hereby declare and certify that the above statements are true and correct to the best of my knowledge and belief.

Deponent

Oil and Natural Gas Corporation Ltd.,

.....

.....

Subject: Payment of enhanced Self Lease Rent consequent to enhancement in Lease amount.

I/We have entered into an Agreement with ONGC on..... (Date) for self-lease. While entering into the Agreement there was an understanding that as and when the Lease amount will be enhanced or revised due to merger of DA with basic pay and/or due to the pay revision, ONGC will pay the difference in enhanced Lease amount to me/us from the date of such increase.

As the DA has been merged in the basic pay w.e.f. 01.01.2007, I/we therefore request ONGC to pay the enhanced Lease Amount with effect from 1.1.2007.

I/we shall be responsible for paying Income Tax on the enhanced self lease amount paid to me/us by ONGC.

Thanking you,

Yours faithfully

ADDENDUM

The addendum made onday of.....2008 between.....s/o.....r/o.....at present residing athereinafter called the Lessor (which expression shall where context so admits include his heirs, legal representatives and assigns) on the One part and Oil and Natural Gas Corporation Limited, a company registered under the Companies Act, 1956 having its registered Office at Jeevan Bharti Building, New Delhi and one of its offices at.....hereinafter called the Lessee (which expression shall where context so admits include its successors and assigns) of the Other Part.

Whereas both the parties have entered into an Agreement dated.....wherein Lessor has agreed to lease his property situated at.....to ONGC for the rent of Rs.....per month for.....(period).

While entering into the aforesaid Agreement the parties have an understanding that as and when the Lease amount is enhanced or revised due to merger of DA with Basic pay and/or due to pay revision, Lessee will pay the difference in enhanced lease amount to the Lessor from the date of such increase.

As the DA has been merged in the basic pay the Lessor has requested the Lessee to pay the enhanced Lease Amount w.e.f. 1.1.2007. The Lessee hereby agrees to the request of Lessor. The enhanced rent payable from 1.1.2007 would be Rs.....per month.

The Lessor undertakes to pay Income Tax on the enhanced Lease amount paid by the Lessee. The Lessee shall be entitled to deduct tax at source, if any, on enhancement of the Self Lease amount.

All other terms and conditions mentioned in the Agreement dated.....shall be applicable mutatis mutandis.

This addendum shall be part of the Agreement dated.....

In witness whereof.....the Lessor sets his/her hands and name.....designation.....for and on behalf of Oil and Natural Gas Corporation Ltd., has hereto set his hands and day and the year first herein above written.

Signed (Lessor).....in the presence of

1.

2.

Signed by

(On Behalf of Oil and Natural Gas Corporation Ltd., in the presence of)

1.

2.