# INDIAN INSTITUTE OF TECHNOLOGY KANPUR
# STATUTES

CONTENTS


1. Short Title
1. A Definitions
2. The Board
3. Authentication of Orders and Decisions of the Board
4. The Senate
5. Finance Committee
6. Building and Works Committee
7. The Chairman
8. Travelling Allowances
9. The Director
10. The Deputy Director
11. Classification of Members of the Staff of the Institute
12. Appointments
13. Terms and Conditions of Service of Permanent Employees
14. Terms and Conditions of Service of Temporary Employees
15. Appointment on Contracts
16. Contributory Provident Fund

16.A Contributory Provident Fund-cum-Gratuity Scheme
16.B General Provident Fund-cum-Pension-cum-Gratuity Scheme

17. Vacation and Leave
18. Residential Accommodation for Staff
19. Departments
20. Head of a Department
21. Institution of Fellowships, Scholarships, Exhibitions, Medals and Prizes
22. Fees
23. Halls and Hostels
24. Conferment of Honorary Degrees

Schedule - 'A': Contract of Service
Schedule- 'AA': Medical Attendance
Schedule-'B': Conduct Rules
Application
Definitions
General
Taking Part in Politics and Election
Connection with Press or Radio or Patents
Criticism of the Institute
Evidence before Committee or any other Authority
Unauthorised Communication of Information
Gifts
Private Trade or Employment
Investments, Lending and Borrowing
Insolvency, Habitual Indebtedness with criminal Proceedings
Movable, Immovable and Valuable Property
Vindication of Acts and Character of Employees


IndiaCode

Marriage etc.
Representations
Punishments, Appeals, etc.
Interpretation

Schedule-C : Contributory Provident Fund
Definitions
Constitution and Management of the Fund
Nomination
Subscriber's Accounts
Conditions and Rate of Subscriptions
Realisation of Subscriptions
Contributions by the Institute
Interest
Advances from the Fund
Withdrawal from the Fund
Payments towards Insurance Policies and Family Pension Funds
Restrictions of the Provisions relating to Financing of Policies
Circumstances in which Accumulations are payable
Deposit Linked Insurance Scheme
Deductions
Procedure

Appendix I : Form of Declaration
Appendix II : Forms of Nomination
Appendix III: Contributory Provident Fund Ledger
Appendix IV: Form of Application for a Temporary Advance from the Contributory Provident Fund
Appendix V : Forms of Assignment
Appendix VI: Forms of Reassignment and Assignment by IIT
Appendix VII: Subscriber's Statement of Account for the year

Schedule - D : Leave provisions
Applicability
Definitions
Right of Leave
Authority Empowered to Sanction Leave
Commencement and Termination of Leave
Combination of Leave
Grant of Leave beyond the Date of Retirement and in the event of Resignation
Conversion of one kind of Leave into another kind
Rejoining of duty on return from leave on Medical Grounds
Rejoining of duty before the expiry of leave
General
Kinds of Leave
Casual Leave
Special Casual Leave
Special Leave
Half Pay Leave
Commuted Leave
Earned Leave
Extraordinary Leave
Maternity Leave
Hospital Leave

IndiaCode

Quarantine Leave
Leave Not Due
Sabbatical Leave
Vacation and Leave Salary
Increment during Leave
Limit of Total Absence
Cash equivalent of Leave Salary in certain cases
Cash Payment in lieu of unutilised earned leave on the date of retirement
Schedule - E : Contributory Provident Fund-cum-Gratuity Scheme
Application, etc.
Definition
Constitution and Management of the Fund
Nomination
Subscriber's Account
Conditions and Rates of Subscriptions
Realisation of Subscriptions
Contribution by the Institute
Interest
Advance from the Fund
Payments towards insurance Policies and Family Pension Funds
Restriction of the Provisions relating to Financing of Policies
Circumstances in which Accumulations are payable
Deposit Linked Insurance Scheme
Deductions
Procedure
Gratuity
Appendix I - Form I - Application for Option
Form II - Declaration
Appendix II - Forms of Nomination
Appendix III - Contributory Provident Fund Ledger
Appendix IV - Form of Application for a Temporary Advance from the Contributory Provident Fund
Appendix V - Forms of Assignment
Appendix VI - Forms of Reassignment and Assignment
Appendix VII - Subscriber's Statement of Account for the year
Appendix VIII - Form of Nomination

Schedule - F: General Provident Fund-cum-Pension-cum Gratuity Scheme
Application
Transfer of Accumulation in Contributory or non-Contributory Provident Fund
Declaration
Definitions
General Provident Fund
Nominations
Subscriber's Account
Conditions and Rates of Subscription
Rates of Subscription
Interest
Advances from the Fund
Withdrawal from the Fund
Final Withdrawals of Accumulations in the Fund
Retirement of a Subscriber

Procedure on the death of a subscriber
Statement of Accounts
Investment of Fund
Superannuation, Invalid and Compensation Pension
Qualifying Service
Scale of Pension
Commutation of Pension
Death-cum-Retirement Gratuity
Nominations
Gratuity for Temporary Employees
Family Pension
Extra-Ordinary Pension and Gratuity
Deposit Linked Insurance
General
Appendix and Forms
Forms of Nomination for General Provident
Fund - Form I to XII.

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# INDIAN INSTITUTE OF TECHNOLOGY KANPUR

## STATUTES

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| Statute 1 inserted as per Min. of Edu. Letter No. F. 24-42/63 T.6-(Vol. III) dt. 22-8-1975. | 1. | **Short Title**<br>These Statutes may be called the Indian Institute of Technology, Kanpur Statues. |
| | 1A. | **Definitions.**<br>(a) 'Act' means the Institutes of Technology Act, 1961;<br>(b) 'Assistant Warden' in relation to the Hall of residence of the Institute means Assistant Warden thereof;<br>(c) 'Authorities', 'Officers' and 'Professors' respectively mean the authorities, officers and professors of the Institute;<br>(d) 'Board' means the Board of Governors of the Institute;<br>(e) 'Building and Works Committee' means the Building and Works Committee of the Institute;<br>(f) 'Chairman' means the Chairman of the Board;<br>(g) 'Council' means the Council of the Institute;<br>(h) 'Deputy Director' means the Deputy Director of the Institute;<br>(i) 'Director' means the Director of the Institute;<br>(j) 'Finance Committee' means the Finance Committee of the Institute;<br>(k) 'Institute' means Institute known as Indian Institute of Technology, Kanpur, incorporated under the Act; |

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| | | (l) 'Ordinances' means the Ordinances of the Institute;<br>(m) 'Registrar' means the Registrar of the Institute;<br>(n) 'Senate' means the Senate of the Institute;<br>(o) 'Warden' in relation to a Hall of residence of the Institute means a Warden thereof. |
| | 2. | **The Board**<br>(1) The bodies entitled to nominate or elect representatives on the Board shall be invited by the Registrar to do so within a reasonable time not ordinarily exceeding eight weeks from the date on which such invitations are issued by him. The same procedure shall be followed for filling casual vacancies on the Board.<br>(2) The Board shall ordinarily meet four times during a calendar year.<br>(3) Meetings of the Board shall be convened by the Chairman either on his own initiative or at the request of the Director or on a requisition signed by not less than three members of the Board.<br>(4) Six members shall form a quorum for a meeting of the Board. |
| Amended under Min. of Edu. Letter No. F. 24-9/64-T, 6 dt. 7-9-1967 | | Provided that if a meeting is adjourned for want of quorum, it shall be held on the same day in the next week, at the same time and place, or to such other day and such other time and place as the Chairman may determine, and if at such a meeting, a quorum is not present within half-an-hour from the time appointed for holding a meeting, the members present shall be a quorum. |
| | | (5) All questions considered at the meetings of the Board shall be decided by a majority of the votes of the members present including the Chairman. If the votes be equally divided, the Chairman shall have a second or casting vote.<br>(6) The Chairman, if present, shall preside at every meeting of the Board. In his absence the members present shall elect one from amongst themselves to preside at the meeting. |
| Proviso to Statute 2(7) inserted as per Min. of Edu. Letter No. F. 11-7/76-T-6 dt. 26-10-1977 (effective from 22-10-1977) | | (7) A written notice of every meeting shall be sent by the Registrar to every member at least three weeks before the date of the meeting. The notice shall state the place and the date and time of the meeting.<br>Provided that the Chairman may call a special meeting of the Board at short notice to consider urgent special issues.<br>(8) The notice may be delivered either by hand or sent by registered post at the address of each member as recorded in the office of the Board and if so sent shall be deemed to be duly delivered at the time at which notice would be delivered in the ordinary course of post.<br>(9) Agenda shall be circulated by the Registrar to the |

IndiaCode

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| | | members at least ten days before the meeting. |
| Amended under Min. of Edu letter No. F-2 9/64-T-6 dt. 7-9-1967 | | (10) Notices of motions for inclusion of any item on the agenda must reach the Registrar at least one week before the meeting. The Chairman may, however, permit inclusion of any item for which due notice has not been received.<br>(11) The ruling of the Chairman in regard to all questions of procedure shall be final<br>(12) The minutes of the proceedings of a meeting of the Board shall be drawn up by the Registrar and circulated to all members of the Board present in India. The minutes along with any amendment suggested shall be placed for confirmation at the next meeting of the Board. After the minutes are confirmed and signed by the Chairman, they shall be recorded in a minute book which shall be kept open for inspection of the members of the Board and the Council at all times during office hours.<br>(13) If a member of the Board fails to attend three consecutive meetings without leave of absence from the Board he shall cease to be a member of the Board |
| | 3. | **Authentication of Orders and Decisions of the Board.**<br>All orders and decisions of the Board shall be authenticated by the signature of the Registrar or any other person authorised by the Board in this behalf. |
| Statute 4 (1)(a) amended as per Min. of Edu letter no. F.11-7/76-T-6 dt. 26-10-1977 (effective from 22-10-1977) | 4. | **The Senate.**<br>(1) In addition to the persons mentioned in Section 14 of the Act, the following shall be the members of the Senate. Namely:-<br>(a) Heads of the departments, centres, schools or divisions other than Professors<br>(b) The Librarian of the Institute;<br>(c) One Warden by rotation in order of seniority in service as Warden for a period of one year.<br>(d) Workshop Superintendent of the Institute;<br>(e) Not more than six other members of the staff for their special knowledge appointed by the Chairman after consultation with the Director for such period as may be specified by the Chairman.<br>(2) Subject to the provisions of the Act, the Senate shall have the |
| | | power to:-<br>(a) frame and revise curricula and syllabi for the courses of studies for the various Departments;<br>(b) make arrangements for the conduct of examinations; appoint examiners, moderators, tabulators and the like;<br>(c) declare the results of the examinations or to appoint Committees or Officers to do so and to |

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| | | make recommendations to the Board regarding conferment or grant of degrees, diplomas and other academic distinctions or titles;<br>(d) appoint Advisory Committees or Expert Committees or both for the Departments of the institute to make recommendation on academic matters connected with the working of the Department; the Head of the Department concerned shall act as convener of such Committee;<br>(e) appoint Committees from amongst the members of the Senate, other teachers of the Institute and experts from outside to advise on such specific academic matters as may be referred to any such Committee by the Senate;<br>(f) consider the recommendations of the Advisory Committees attached to various departments and that of Expert and other Committees and take such action (including the making of recommendations to the Board) as circumstances of each case may require;<br>(g) make periodical review of the activities of the Departments and take appropriate action (including the making of recommendations to the Board);<br>(h) supervise the working of the Library;<br>(i) promote research within the Institute and require reports on such research from the persons engaged thereon; |
| Statute 4 (2)(j) amended as per Min. of Edu. Letter No. F. 11-7/76-T.6 dt. 26-10-1977 (effective from 22-10-1977) | | (j) Provide for the inspection of the classes and the Halls of Residence in respect of the instructions and discipline therein, supervise the co-curricular activities of the students of the Institute and submit reports there on to the Board;<br>(k) Award stipends, scholarships, medals and prizes and make other awards in accordance with Ordinances and such other conditions as may be attached to the awards; |
| | | (l) Make recommendations to the Board with regard to (i) the creation of posts on the Academic Staff and the abolition thereof, and (ii) the emoluments and duties attached to such posts. |
| Statute 4(4) amended as per Min. of Edu. Letter No. F-11-7/76-T.6 dt. 26.10.1977 (effective from 22-10-1977) | | (3) The Senate shall meet as often as necessary but not less than four times during a calendar year.<br>(4) Meetings of the Senate shall be convened by the Chairman of the Senate either on his own initiative or on a requisition signed by not less than 20% of the members of the Senate. Requisition meeting shall be a special meeting to discuss only those items of agenda for which requisition is made. The requisition meeting shall be convened by the Chairman of the Senate on |

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| Statute 4(5) amended as per Min. of Edu. Letter No. F-11-7/78-T.6 dt. 21-7-1979 (effective from 7-7-1979) | | date and time convenient to him within 15 days of the notice given for such a requisition;<br>(5) One third of the total number of members of the Senate shall form a quorum for a meeting of the Senate.<br>(6) The Director, if present, shall preside at every meeting of the Senate. In his absence, the Deputy Director shall preside and in the absence of both the Director and Deputy Director, the senior-most of the Professors present shall preside at the meeting.<br>(7) A written notice of every meeting together with the agenda shall be circulated by the Registrar to the members of the Senate at least a week before the meeting. The Chairman of the Senate may permit inclusion of any item for which due notice could not be given.<br>(8) Notwithstanding the provisions of sub-statute (7) the Director may call an emergency meeting of the Senate at short notice to consider urgent special issues.<br>(9) The ruling of the Chairman of the Senate in regard to all questions of procedure shall be final.<br>(10) The minutes of the proceedings of a meeting of the Senate shall be drawn up by the Registrar and circulated to all members of the Senate present in India provided that any such minute shall not be circulated if the Senate consider such circulation prejudicial to the interests of the Institute. The minutes along with amendments, if any, suggested shall be placed for confirmation at the next meeting of the Senate. After the minutes are confirmed and signed by the |
| | | Chairman of the Senate, they shall be recorded in a minute book which shall be kept open for inspection of the members of the Senate, the Board and the Council at all times during office hours. |
| | **5.** | **Finance Committee.**<br>(1) It is hereby declared that the Finance Committee, hereafter in the sub-Statute referred to as 'Committee', shall also be an authority within the meaning of Section 10 of the Act and shall consist of the following persons, namely :-<br>(a) the Chairman, ex-officio, who shall be the Chairman of the Committee;<br>(b) two persons nominated by the Central Government;<br>(c) two persons nominated by the Board; and<br>(d) the Director.<br><br>(2) The Committee shall perform the following functions:-<br>(a) examine and scrutinise the annual budget of the Institute prepared by the Director and make |

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| | | recommendations to the Board;<br>(b) give its views and make its recommendations to the Board either on the initiative of the Board or of the Director, or on its own initiative on any financial question affecting the Institute.<br><br>(3) The Committee shall meet at least once a year.<br><br>(4) Three members of the Committee shall form a quorum for a meeting of the Committee.<br><br>(5) The Chairman, if present, shall preside over the meeting of the Committee. In his absence, the members present shall elect one from amongst themselves to preside over the meeting.<br><br>(6) The provisions in these statutes regarding notices of the meeting, inclusion of items in the agenda and confirmation of the minutes applicable to the meetings of the Board shall, so far as may be, followed in connection with the meeting of the Committee.<br><br>(7) A copy of the minutes of every meeting of the Committee shall be sent to the Board. |
| | **6.** | **Building and Works Committee.**<br>(1) It is hereby declared that the, Building and Works Committee, hereafter in this sub-Statute referred to as Committee, consisting of not less than five and not more than seven members as may be appointed by the Board shall also be an authority within the meaning of Section 10 of the Act.<br>(2) The Committee shall perform the following functions and have the following powers:-<br>(a) It shall he responsible under the direction of the Board for construction of all major capital works after securing from the Board the necessary administrative approval and expenditure sanction.<br>(b) It shall have the power to give the necessary administrative approval and expenditure sanction for minor works and works pertaining to maintenance and repairs, within the grant placed at the disposal of the Institute for the purpose. |

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| | | (c) It shall cause to be prepared estimates of cost of buildings and other capital works, minor works, repairs, maintenance and the like.<br>(d) It shall be responsible for making technical scrutiny as may be considered necessary by it.<br>(e) It shall be responsible for enlistment of suitable contractors and acceptance of tenders and shall have the power to give directions for departmental works where necessary.<br>(f) It shall have the power to settle rates not covered by tender and settle claims and disputes with contractors.<br>(3) The Committee shall perform such other functions in the matter of constriction of buildings and development of land for the Institute as the Board may entrust to it from time to time.<br>(4) In emergent cases the Chairman of the Committee may exercise the powers of the Committee. Such cases shall be reported by him to the Committee and the Board at the next meeting of the Committee and of the Board.<br>(5) The Committee shall meet as often as necessary but at least twice a year. |
| | | (6) Three members shall form a quorum for a meeting of the Committee.<br>(7) The provisions in these statutes regarding notice of meeting, inclusion of items in the agenda and confirmation of the minutes applicable to the meeting of the Board shall, so far as may be, be followed in connection with meeting of the Committee.<br>(8) A copy of the minutes of every meeting of the Committee shall be sent to the Board. |
| | **7.** | **The Chairman**<br>(1) The Chairman shall have the power to fix, on the recommendations of the Selection Committee, the initial pay of an incumbent at a stage higher than the minimum of the scale in respect of posts to which appointments can be made by the Board under the provisions of the Act.<br>(2) The Chairman shall have the power to send members of the Staff of the Institute for training or for a course of instruction outside India subject to such terms and conditions as may be laid down by the Board from time to time. |

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| Amended as per Min. of Edu. Letter No. F.10-1/75-T.6 dt. 26-11-1976 (Effective from 29-11-1976) | | (3) Contract of service between the Institute and the Director shall be in writing as set out in Schedule 'A' and be expressed to be made in the name of the Institute, and every such contract shall be executed by the Chairman but the Chairman shall not be personally liable in respect of anything under such contract.<br>(4) In emergent cases the Chairman may exercise the powers of the Board and inform the Board of the action taken by him for its approval. |
| | 8. | **Travelling Allowances**<br><br>(1) Members of the Board and other authorities of the Institute and members of the Committees constituted under the Act or these Statutes or appointed by the Board and other authorities other than Government employees and employees of the Institute shall be entitled to travelling allowance and daily allowance for attending the meetings of the authorities and their Committees as laid down by the Board from time to time. |
| Para below Statute 8(2) inserted as per Min. of Edu. Letter No. F-11-7/76 T. 6 dt. 26-10-1977 (Effective from 22-10-1977) | | (2) Members of the Board and other authorities of the Institute and the Committees who are Government employees shall receive travelling allowance and daily allowance from the source from which they draw their salaries at rates admissible to them. If so required the Institute shall reimburse the Department/Government concerned.<br><br>If, however, required by members, the Institute shall reimburse the TA or DA as laid down by the Board from time to time, to the members concerned if they declare that they shall not claim TA or DA from other source;<br><br>Provided that the Institute may pay to the aforesaid Government employees travelling allowance and daily allowance at the rates admissible to them if they have been authorised by the appropriate Government to receive such travelling and daily allowance. |
| | 9. | **The Director**<br><br>(1) Subject to the budget provisions made for the specific purpose, the Director shall have the power to incur expenditure in accordance with the procedure as may be laid down by the Board from time to time.<br><br>(2) The Director shall have the power to reappropriate funds with respect to different items constituting the recurring budget up to a limit of Rs. 10,000 for each |

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| | | item provided that such reappropriation will not involve any liability in future years. Every such reappropriation shall as soon as possible be reported to the Board. |
| Amended as per Min. of Edu. Letter No. F-11-7/76-T.6 dt. 26-10-1977 (Effective from 22-10-1977) | | (3) The Director shall have the power to waive recovery of over-payment up to Rupees five* hundred to a member of the staff whose basic pay is Rs. 500/-* per mensem or less, not detected within twenty-four months of payment. Every such waiver shall as soon as possible, be reported to the Board. |
| | | (4) The Director shall have the power to write off irrecoverable losses up to Rs. 1,000/- and of irrecoverable value of stores lost or rendered unserviceable due to fair wear and tear up to Rs. 5,000/- in any individual case subject to such stipulations as may be made by the Board from time to time.<br><br>(5) The Director shall have the power to fix, on the recommendations of the Selection Committee, the initial pay of an incumbent at a stage higher than the minimum of the scale |
| | | but not involving more than five increments in respect of posts to which appointment can be made by him under the powers vested in him by the provision of the Act.<br><br>(6) The Director shall have the power to employ technicians and workmen paid from contingencies involving emoluments not exceeding Rs. 7/- per head per day.<br><br>(7) The Director shall have the power to send members of the staff for training or for a course of instruction inside India subject to such terms and conditions as may be laid down by the Board from time to time.<br><br>(8) The Director shall have the power to sanction remission or reduction of rents for building rendered wholly or partially unsuitable.<br><br>(9) The Director shall have the power to sanction temporary allocation of any building for any purpose other than that for which it was constructed.<br><br>(10) In exceptional cases, subject to availability of funds, the Director shall have the power to create temporary posts with the approval of the Chairman, of not more than two years' duration on approved |

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| | | scales of pay under report to the Board provided that no such post, of which Director is not the appointing authority, shall be so created.<br><br>(11) The Director shall have the power of a Head of Department for purposes of rules in the Account Code, the Fundamental and Supplementary Rules and other rules of the Government in so far as they are applicable or may be made applicable to the conduct of the business of the Institute.<br><br>(12) If for any reason the Registrar is temporarily absent for a period not exceeding one month, the Director may take over or assign to any member of staff of the Institute, any of the functions of the Registrar as he deems fit. Provided that if at any time the temporary absence of the Registrar exceeds one month, the Board may, if it thinks fit, authorised the Director to take over or assign the function of the Registrar as aforesaid, for a period exceeding one month.<br><br>(13) All contracts for and on behalf of the Institute except the one between the Institute and the Director shall when authorised by a resolution of the Board passed in that behalf be in writing and be expressed to be made in the name of |
| | | the Institute and every such contract shall be executed on behalf of the Institute by the Director, but the Director shall not be personally liable in respect of anything under such contract. |
| Substituted as per Min. of Edu. Letter No. F.11-5/82 T.6 dt. 4-3-1983 (Effective from 11-2-1983) | | (14) The Director may, during his absence from headquarters, authorise the Deputy Director or one of the Deans or the seniormost Professor present, to sanction advances for travelling allowance, contingencies and medical treatment of the staff and sign and counter-sign bills on his behalf and authorise him for assuming such powers of Director as may be specifically delegated to the Deputy Director or one of the Deans or the seniormost Professor present by him in writing.<br>(15) The Director may, at his discretion, constitute such committees as he may consider appropriate.<br>(16) In the event of the occurrence of any vacancy in the office of the Chairman by reason of his death, resignation or otherwise or in the event of the Chairman being unable to discharge his functions owing to absence, illness or any other cause, the Director may discharge the functions assigned to the |

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| | | Chairman under Statute 7. |
| Statute 9 (17) inserted as per Min. of Edu. Letter No. F. 11-7/76-T.6 dt. 26-10-1977 (Effective from 22-10-1977) | | (17) The Director may, with the approval of the Board delegate any of his powers, responsibilities and authorities vested in him by the Act and Statutes to one or more members of academic or administrative staff of the Institute. |
| | 10. | **The Deputy Director**<br><br>The Deputy Director shall assist the Director in academic and administrative work and in maintaining liaison with other institutions of higher learning and research and also with industrial or administrative staff of the Institute. |
| | 11. | **Classification of Members of the Staff of the Institute**<br><br>Except in the case of employees paid from contingencies the members of staff of the Institute shall be classified as:-<br><br>(a) Academic which term shall include Director, Deputy Director, Professor, Associate Professor, Assistant Professor, Lecturer, Workshop Superintendent, Associate Lecturer, Assistant Lecturer/Instructor, Scientific Officer, Research Assistants, Librarian, Deputy Librarian and such other academic posts as may be decided by the Board. |
| | | (b) Technical which term shall include Farm Superintendent, Foreman, Supervisor (Workshop), Mechanic, Farm Overseer, Horticultural Assistant, Technical Assistant, Draftsman, Physical Training Instructor and such other technical posts as may be decided by the Board.<br><br>(c) Administrative and others which term shall include Registrar, Assistant Registrar, Accounts Officer, Audit Officer, Stores Officer, Estate Officer, Medical Officer, House Surgeon and other Medical Staff, Chief Store Keeper, Steward, Office Superintendent and such other Administrative and other staff as may be decided by the Board. |
| | 12. | **Appointments**<br><br>(1) All posts at the Institute shall normally be filled by advertisement but the Board shall have the power to decide on the recommendations of the Director that a particular post be filled by invitation or by promotion from amongst the member of the staff of the Institute. |
| Amended as per | | (2) While making appointments, the Institute shall make |

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| Min. of Edu. Letter No. F. 11-3/74-T-6 dt. 3.10.1974 (Effective from 5.9.1974) | | necessary provisions for the reservation of posts in favour of the Scheduled Caste and Tribes in accordance with the decisions of the Board.<br>(3) Selection Committees for filling posts under the Institute (other than the posts on contract basis) by advertisement or by promotion from amongst the members of staff of the Institute shall be constituted in the manner laid down below namely :-<br>(a) In the case of posts of Deputy Director and Professor, the Selection Committee shall consist of :<br>(i) Director ..... ..... ..... Chairman<br>(ii) One nominee of the Visitor ..... Member<br>(iii) Two nominees of the Board, one being an expert but other than a member of the Board Members<br>(iv) One expert nominated by the Senate other than a member of the Senate Member<br>(b) In the case of posts of Assistant Professor, Senior Scientific Officer and lecturer, the Selection Committee shall consist of: |
| | | (i) Director …. ….. Chairman<br>(ii) Two nominees of the Board, one being an expert but other than a member of the Board Members<br>(iii) One expert nominated by the Senate, and Member<br>(iv) Head of the Department concerned if the post for which selection is being made is lower in status than that occupied by the Head of the Department Member |
| Statute 12 (3) (bb) inserted as per Min. of Edu. Letter No. F. 10-60/74-T-6 dt. 1.10.1975 (Effective from 26.9.1975) | (bb) | In the case of personal promotion to posts to Lecturer from Assistant Lecturer or Associate Lecturer, or to posts of Assistant Professor from Lecturer, the Selection Committee shall consist of:<br>(i) Director … … Chairman<br>(ii) Two nominees of the Board, one being expert, but other than a member of the Board Member<br>(iii) One expert nominated by the Senate … Member<br>(iv) One nominee of the Chairman of the Council of Institutes of Technology … Member<br>(v) Head of the Department concerned, if the post for which selection is made is lower than occupied by the Head of the Department. Member |

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| | | (c) In the case of posts of Librarian and Workshop Superintendent, the Selection Committee shall consist of:<br><br>(i) Director …. …. …. Chairman<br>(ii) Two nominees of the Board, one being an expert but other than a member of the Board Member<br>(iii) One expert nominated by the Senate … Member<br><br>(d) In the case of posts of Registrar, Assistant Registrar, Accounts Officer, Audit Officer, Stores Officer, Estate Officer and Medical Officer, the Selection Committee shall consist of:<br><br>(i) Director …. …. …. Chairman<br>(ii) Deputy Director …… …… Member<br>(iii) Two nominees of Board …. Member<br>(iv) Registrar, except for the post of Registrar. Member |
| Amended as per Min. of Edu. Letter No. F. 11-7/76-T. 6 dt. 26.10.1977 (Effective from 22-10-1977) | | (e) In the case of other posts not covered by categories (a), (b), (bb), (c) or (d) and carrying a scale of pay the maximum of which exceeds Rs. 900/- * per mensem the Selection Committee shall consist of:<br><br>(i) Director of his nominee …. Chairman<br>(ii) A nominee of the Board …. Member<br>(iii) Head of the Department concerned or Registrar, as the case may be …. Member<br>(iv) An expert from the staff of the Institute nominated by the Director …. Member<br><br>(f) In the case of all other posts, the Director may, at his discretion, constitute such Selection Committees as may be considered appropriate by him.<br><br>(4) In the absence of the Director, any member of the staff of the Institute who is appointed to perform the current duties of the Director shall be the Chairman |

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| | | of the Selection Committees in the place of the Director.<br><br>(5) In the absence of the Deputy Director, the Director may nominate any member of the staff of the Institute to work on the Selection Committees in his place .<br>(6) Where a post is to be filled on contract basis or by invitation, the Chairman may, at his discretion, constitute such ad-hoc Selection Committees, as circumstances of each case may require.<br><br>(7) Where a post is to be filled by promotion from amongst the members of the Institute or temporarily for a period not exceeding twelve months, the Board shall lay down the procedure to be followed.<br><br>(8) Notwithstanding anything contained in these Statutes, the Board shall have the power to make appointments of persons trained under "approved" programmes in such manner as it may deem appropriate. The Board will maintain a schedule of such "approved" programmes.<br><br>(9) If the post is to be filled by advertisement, the terms and conditions of the post shall be advertised by the Registrar and all applications received within the date specified in the advertisement shall be considered by the Selection Committee.<br><br>Provided that the Selection Committee may for sufficient reasons consider any application received after the date so specified. |
| | | (10) The Selection Committee shall examine the credentials of all persons who have applied and may also consider other suitable names suggested, if any, by a member of the Selection Committee or brought otherwise to the notice of the Committee. The Selection Committee may interview any of the candidates as it thinks fit and shall at the discretion of its Chairman cause a written test or tests to be held for all or some of the candidates as the Chairman may think fit, and shall make its recommendations to the Board or the Director as the case may be, the names of the selected candidates being arranged in order of merit.<br><br>(11) No act or proceeding of any Selection Committee shall be called in question on the ground merely of the absence of any member or members of the Selection Committee. Provided that if any meeting of |

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| | | the Selection Committee is found necessary, the Registrar shall give notice of the meeting to the members of the Committee at least a fortnight before the date of the meeting.<br><br>(12) Unless otherwise provided for under these Statutes, a Selection Committee constituted for the purpose of making recommendations for appointment to a post shall be eligible to exercise its functions in relation to that post until the time the appointment is made.<br><br>(13) A candidate applying for a post under the Institute shall be charged application fees at the rates detailed below:-<br><br>(a) Post carrying a scale of pay, the initial salary of which is less than Rs. 210/- per mensem …. …. Re. 1.00<br>(b) Post carrying a scale of pay, the initial salary of which is Rs. 210/- or over but less than Rs. 400/- per mensem …. Rs. 3.00<br>(c) Post carrying a scale of pay, the initial Salary of which is Rs. 400/-p.m. or over… Rs. 7.50<br><br>Provided that candidates belonging to Scheduled Castes and Scheduled Tribes and Displaced persons may be granted such concessions in the payment of application fees as may be decided by the Board from time to time. |
| | | (14) Candidates selected for interview for a post under the Institute may be paid such travelling allowances as may be determined by the Board from time to time in this behalf.<br><br>(15) All appointments made at the Institute shall be reported to the Board at its next meeting. |
| | 13. | **Terms and Conditions of Service of Permanent Employees**<br><br>Permanent employees of the Institute shall be governed by the following terms and conditions:-<br><br>(1) Every appointment shall be subject to the condition that the appointee is certified as being in sound health and physically fit for service in India by a medical |

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| | | authority nominated by the Board.<br><br>Provided that the Board may for sufficient reasons relax the medical requirements in any particular case or cases or dispense with such medical examination in any case or class of cases subject to such conditions, if any as may be laid down by the Board. |
| Statute 13 (2) and Proviso there under Amended as per Min. of Edu. Letter No. J-11011/1/77-T.6 dt.2.6.77 | | (2) Subject to the provisions of the Act and the Statutes, all appointments to posts under the Institute shall ordinarily be made on probation for a period of one year after which period the appointee, if confirmed, shall continue to hold his office subject to the provisions of the Act and the Statutes, till the end of the month in which he attains the age of 60 years.<br><br>Provided that where the Board considers that in the interests of students and for the purposes of teaching and guiding the research scholars any member of the academic staff should be re-employed, it may re-employ such a member till the end of the semester or the academic session as may be considered appropriate in the circumstances of each case.<br><br>Provided further that where it becomes necessary to re-employ any such member beyond the end of the semester or academic session as the case may be, the Board may with the previous approval of the Visitor, re-employ any such member for a period upto three years in the first instance and upto two years thereafter and in no case exceeding the end of the academic session in which he attains the age of 65 years.<br><br>Provided also that in no circumstances such member shall be re-employed for any purposes other than those of teaching and guiding the research scholars. |
| Inserted as per Min. of Edu. Letter No. F. 11-6/78-T.6 dt. 23.9.1981 (Effective from 17.9.1981) | | **(A) Retirement on completion of 20 years qualifying service**<br><br>At any time after an employee has completed twenty years qualifying service, he may, by giving notice, of not less than three months, in writing to the appointing authority, retire from service on the terms and conditions laid down by the Central Government from time to time for its own employees.<br><br>(3) The appointing authority shall have the power to extend the periods of probation of any employee of the Institute for such periods as may be found necessary, provided that if after the period of |

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| | | probation the official is not confirmed and his probation is also not formally extended, he shall be deemed to have continued on a temporary basis and that his services may then be terminable on a month's notice or on payment of a month's salary in lieu thereof. |
| Amended as per Min. of Edu. Letter No. F-24-30/64-T-6 dt. 7-9-1969 | | (3) (a) Every graduate engineer appointed at the Institute on or after 1st July, 1969 shall, if so required, be liable to serve in India or abroad in any defence services or post connected with the defence of India for a period not less than four years including the period spend on training, if any.<br><br>Provided that such person--<br><br>(i) shall not be required to serve as aforesaid after the expiry of ten years from the date of such appointment, and<br>(ii) shall not ordinarily be required to serve as aforesaid after attaining the age of forty years.<br><br>(4) An employee of the Institute shall devote his whole time to the service of the Institute and shall not engage directly or indirectly in any trade or business or any other work which may interfere with the proper discharge of his duties, but the prohibition herein contained shall not apply to academic work and consultative practice undertaken with the prior permission of the Director, which may be given subject to such conditions as regards the acceptance of remuneration as may be laid down by the Board.<br><br>(5) The appointing authority shall have the power to terminate the services of any member of the staff without notice and without any cause assigned during the period or probation.<br><br>(6) The appointing authority shall have the power to terminate the services of any member of the staff by 3 month's notice or on payment of 3 months' salary in lieu thereof, if on |
| | | medical grounds, certified by a medical authority nominated by the Board, his retention in service is considered undesirable by such appointing authority.<br><br>(7) The Board shall have the power to terminate the services of any member of the staff on grounds of retrenchment or economy by giving to the persons concerned six months notice in writing or on payment |

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| | | of six months salary in lieu thereof. |
| Amended as per Min. of Edu. Letter No. F. 11-7-76-T.6 dt. 26-10-1977 (effective from 22-10-1977)<br><br>Proviso below Statute 13(a) (b) amended as per Min. of Edu. Letter No. F. 11-3/75 T.6 dt. 5-11-1976. (effective from 8-10-1976)<br>Portion below the proviso under Statute 13(9) (b) inserted as per Min. of Edu. Lett. No. F. 11-7/76-T.6 dt. 26-10-1977 (effective from 22-10-1977) | | (8) An employee of the Institute may terminate his engagement by giving to the appointing authority three* month's notice provided that the appointing authority may for sufficient reasons either reduce this period or call upon the employee concerned to continue till the end of the academic session in which the notice is received.<br><br>(9) The Director may place a member of the staff appointed at the Institute under suspension:-<br><br>(a) where a disciplinary proceeding against him is contemplated or is pending, or<br>(b) where a case against him in respect of any criminal offence is under investigation or trial.<br><br>Provided that where a member of the staff is detained in custody for a period exceeding forty-eight hours, whether in connection with a criminal offence or under any law for the time being in force providing for preventive detention, such member of the staff shall be deemed to have been placed by the Director under suspension with effect from the date on which he was so detained.<br><br>During the period of suspension, the member of the staff shall be entitled to the following payments, namely -<br><br>(a) a subsistence allowance at an amount equal to the leave salary which the staff member would have drawn if he had been on leave on half average pay or on half pay and in addition, dearness allowance, if admissible on the basis of such leave salary:<br><br>Provided that where the period of suspension exceeds six months, the Director shall be empowered to vary the amount of subsistence allowance for any period subsequent to the period of the first six months as follows: |
| | | (i) The amount of subsistence allowance may be increased by a suitable amount not exceeding 50% of the subsistence allowance admissible during the period of the first six months, if, in the opinion of the Director the period of suspension has been prolonged for reasons to be recorded in writing, not directly attributable |

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| | | to the staff member;<br><br>(ii) the amount of subsistence allowance may be reduced by a suitable amount, not exceeding 50% of the subsistence allowance admissible during the period of the first six months, if, in the opinion of the Director, the period of suspension has been prolonged due to reasons, to be recorded in writing, directly attributable to the staff member.<br><br>(iii) The rate of dearness allowance will be based on the increase, or, as the case may be the decreased amount of subsistence allowances admissible under sub-clauses (i) and (ii) above.<br><br>(b) Any other compensatory allowance admissible from time to time on the basis of pay of which the staff member was in receipt on the date of suspension subject to the fulfillment of other conditions laid down for the drawal of such allowances.<br><br>However, no payment shall be made unless the staff member furnished a certificate that he is not engaged in any other employment, business, profession or vocation.<br><br>The following penalties may for good and sufficient reasons and as hereinafter provided, be imposed on any member of the staff:-<br><br>(i) Censure;<br>(ii) Withholding of increments or promotion;<br>(iii) Recovery from the whole or part of any pecuniary loss caused to the Institute by negligence or breach of orders,<br>(iv) Reduction to lower service, grade or post or to a lower time-scale, or to a lower stage in a time-scale;<br>(v) Compulsory retirement;<br>(vi) Removal from service which shall not be a disqualification for future employment under the Institute;<br>(vii) Dismissal from service which shall ordinarily be a disqualification for future employment under the Institute. |
| | | No order imposing on any member of the staff any |

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| | | of the penalties specified at (iv) to (vii) above shall be passed by any authority subordinate to that by which he was appointed and except after an enquiry has been held and the member of the staff has been given reasonable opportunity of showing cause against the action proposed to be taken in regard to him.<br><br>No order imposing on any member of the staff any of the penalties specified at (i) to (iii) above shall be passed by any authority subordinate to that by which he was appointed and unless the member of the staff concerned has been given an opportunity to make a representation to the Appointing Authority.<br><br>Notwithstanding the above provisions it shall not be necessary to follow the procedure mentioned above in the following cases:-<br><br>(a) where an employee is dismissed or removed or reduced in rank on the ground of conduct which has led to his conviction on a criminal charge;<br><br>(b) where the authority empowered to dismiss or remove the person or to reduce him in rank is satisfied that for some reason to be recorded by that authority in writing, it is not reasonably practicable to give to that person an opportunity of showing cause; or<br><br>(c) where the Visitor is satisfied that in the interests of the security of the State it is not expedient to give to that person such an opportunity.<br><br>If any question arises whether it is reasonably practicable to give to any person an opportunity of showing cause under clause (b) above the decision thereon of the authority empowered to dismiss or remove such person or to reduce him in rank, as the case may be, shall be, final.<br><br>(10) A member of the staff aggrieved by any order imposing penalty passed by the Director against him shall be entitled to prefer an appeal to the Board against the order and there shall be no further appeal from the decision of the Board and a member of the staff aggrieved by any order passed by the Board against him inflicting a penalty on him shall be entitled to prefer an appeal to the Visitor against the order.<br><br>No appeal under this sub-statute shall be entertained unless |

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| | | it is submitted within a period of three months from the date |
| | | on which appellant receives a copy of the order appealed against provided that the Appellate Authority may entertain the appeal after the expiry of the said period, if it is satisfied that the appellant has sufficient cause for not submitting the appeal in time.<br><br>(11) The authority to whom an appeal against an order imposing penalty lies under sub-Statute (10) may, of its own motion or otherwise call for the records of the case in a disciplinary proceeding, review any order passed in such a case and pass such orders as it deems fit as if the member of the staff concerned had preferred an appeal against such order.<br><br>Provided that no action under this sub-Statute shall be initiated more than six months after the date of the order to be reviewed.<br><br>(12) Notwithstanding anything contained in this Statute, the Visitor may, on his own motion or otherwise after calling for the records of the case, review any order which is made under this Statute or is appealable thereunder, and-<br>(a) confirm, modify or set aside the order,<br>(b) impose any penalty or set aside, reduce, confirm or enhance the penalty imposed by the order,<br>(c) remit the case to the authority which made the order or to any other authority directing such further action or enquiry as he considers proper in the circumstances of the case, or<br>(d) pass such other orders as he deems fit;<br>provided that .-<br>(i) an order imposing or enhancing a penalty shall not be passed unless the person concerned has been given an opportunity of making any representation which he may wish to make against such enhanced penalty;<br>(iii) If the Visitor proposes to impose any of the penalties specified in clause (iv) to (vii) of sub-Statute (9) in a case where proper enquiry has not been held and thereafter on consideration of the proceedings of such enquiry and after giving the member of the staff concerned an opportunity of making against such penalty, pass such orders as he |

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| | | may deem fit.<br><br>(13) The decision of the appellate authority under sub-Statute (10) or (11) shall, subject to the provisions of sub-Statute (12), be final. |
| | | (14) (i) When a member of the staff of the Institute who has been dismissed, removed or suspended is reinstated, the authority competent to order the reinstatement shall consider and make a specific order : --<br>(a) regarding the pay and allowances to be paid to the member of the staff of the Institute for the period of his absence from duty; and<br>(b) whether or not the said period shall be treated as a period spent on duty.<br>(ii) Whether such competent authority holds that the member of the staff of the Institute has been fully exonerated or in the case of suspension, that it was wholly unjustified, the member of the staff of the Institute shall be given the full pay to which he would have been entitled had he not been dismissed, removed or suspended, as the case may be, together with any allowance of which he was in receipt prior to his dismissal, removal or suspension.<br><br>(iii) In other cases, the member of the staff of the Institute shall be given such proportion of such pay and allowances as such competent authority may prescribe.<br><br>Provided that the payment of allowances under clause (ii) or clause (iii) shall be subject to all other conditions under which such allowances are admissible.<br><br>(iv) In cases falling under clause (ii) the period of absence from duty shall be treated as a period spent on duty for all purposes.<br>(v) In cases falling under clause (iii) the period of absence from duty shall not be treated as a period spent on duty unless such competent authority specifically directs that it shall be so treated for any specified purpose.<br><br>(15) The employees of the Institute shall be entitled to traveling and daily allowances according to the scales laid down by the Board from time to time. |

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| | | (16) The employees of the Institute shall be entitled to reimbursement of medical expenses incurred on themselves and their families as set out in Schedule 'AA'.<br><br>(17) The employees of the Institute shall be governed by the Conduct Rules as laid down in Schedule B'.<br><br>(18) It shall be for the Council to decide as to the class of employees of the Institute who shall be entitled to vacation. |
| | 14. | **Terms and Conditions of Service of Temporary Employees**<br><br>(i) The service of a temporary employee shall be liable to termination at any time by notice in writing given either by the employee to the appointing authority or by the appointing authority to the employee. The period of such notice shall be one month, unless otherwise agreed to by the Institute and the employee.<br>(ii) The other terms and conditions of service of such employees shall be such as may be specified by the appointing authority in his letter of appointment. |
| | 15 | **Appointment on Contracts**<br><br>(1) Notwithstanding anything contained in these Statutes, the Board may in special circumstances appoint an eminent person on contract for a period not exceeding 5 years, with a provision of renewal for further period, provided that every such appointment and terms thereof, shall be subject to the prior approval of the Visitor.<br><br>(2) Subject to the provisions contained in the Act, the Board may appoint any person on contract in the prescribed scales of pay and on terms and conditions applicable to the relevant post for a period not exceeding 5 years with a provision of renewal for further period .For making such appointments, the Chairman may, at his discretion, constitute such ad hoc Selection Committees, as the circumstances of each case may require. |
| As per Min. of Edu. Letter No. F.11- | | (3) Notwithstanding anything contained in these Statutes, the Council may appoint an eminent person as |

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| 10/68-T.6 dt. 24.5.1969 (effective from 22-5-1969) | | Director on contract for a period not exceeding five years, with a provision for renewal for further periods provided that every such appointment and terms thereof shall be subject to the prior approval of the Visitor. |
| Amended as per Min. of Edu. Letter No. 24/23/65-T.6 dt. 6.1.1971 | 16. | **CONTRIBUTORY PROVIDENT FUND**<br><br>(1) A compulsory Contributory Provident Fund shall be constituted, maintained and administered for the employees of the Institute in accordance with the provisions set out in Schedule 'C'. All accumulations of the subscribers in the Contributory Provident Fund maintained for the benefit of the employees of the Institute immediately before the commencement of these Statutes shall stand transferred to the Compulsory Provident Fund constituted under the Statute and shall be credited to the |
| | | accounts of the employees entitled thereto in the Fund so constituted. A subscriber shall contribute to the Fund so constituted an amount not less than 81/3% of his emoluments but the contribution of the Institute to the said Fund shall be limited to 81/3% of the emoluments of the subscriber. |
| Amended as per Min. of Edu. letter No. F. 11 -2/71 -T. 6 dt. 24.11.1971 | | (2) Subject to the provisions contained in Schedule 'C', all permanent employees of the Institute who are appointed or reappointed before the 1st January, 1971, and who have not otherwise exercised an option to join the Contributory Provident Fund-cum-Gratuity Scheme referred to in Statute 16A or the General Provident Fund-cum-Pension-cum- Gratuity Scheme referred to in Statute 16B shall join the Contributory Provident Fund.<br><br>(3) No employee of the Institute shall be entitled to the benefits of the Contributory Provident Fund, whose services in the Institute entitled him to a pension and gratuity or on whose account the Institute contributes towards pension or who has been appointed by the Institute on a consolidated salary or on special terms which exclude the benefits of the Provident Fund. |
| Amended as per Min. of Edu. Letter No. F. 10-20/76-T-6 dt. 20-2-1979 (effective from 15-2-1979) | | (4) Save as otherwise provided in Statute 16A or Statute 16B, in the case of an employee leaving the Institute or Central University to join any of the other Institutes or any Central University his accumulation in the contributory provident fund shall be transferred to the institute or, as the case may be, the University |

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| | | he joins. |
| | 16-A | **Contributory Provident Fund-cum-Gratuity Scheme**<br><br>(1) Every employee of the Institute<br><br>(i) who is referred to in clause **(2)** of Statute 16, or<br>(ii) who holds an appointment on a temporary basis but is subscribing or is required to subscribe to the Contributory Provident Fund in terms of sub-paragraph **(2A)** of Schedule C, or<br>(iii) who may be appointed either for the first time or re-appointed on or after the 1st January, 1971, may exercise an option to join the Contributory Provident Fund-cum-Gratuity Scheme sponsored by the Institute for the benefit of its employees:<br><br>Provided that no such option shall be exercised by an employee who has been appointed by the Institute on a consolidated |
| | - | salary or on special terms which exclude the benefits of the Contributory Provident Fund or who has exercised an option for the General Provident Fund-cum-Pension-cum-Gratuity Scheme referred to in Statute 16B.<br><br>(2) Any such option shall be exercised in Form 1 prescribed for the purpose in Appendix 1 to Schedule E, -<br><br>(i) case of an employee referred to in sub-clause (i) (other than a permanent employee appointed or re-appointed before the 1st April, 1962) or sub-clause (ii) within a period of three months from the 1st January, 1971.<br><br>Amended as per Min. of Edu. Letter No.F.11-2/71-T.6 dt. 24-11-71<br><br>(i)(a) in case of an employee appointed or re-appointed before 1st April, 1962, within a period of three months from 1.12.1971, and<br><br>Amended as per Min. of Edu. Letter No. F-11-6/ dt. 16-7-1978<br><br>(ii) in case of an employee referred to in sub-clause (iii), within a period of three months from the date of completion of one year's temporary continuous service or confirmation whichever is earlier;<br><br>(3) On receipt of such option from any of the employees referred to in sub-clause (i) or (ii), all accumulations of any such employee in the Contributory Provident Fund maintained for the benefit of the employees of |

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| | | the Institute immediately before such option was exercised shall stand transferred to the new Contributory Provident Fund less one-third per cent of the contribution of the Institute together with interest thereon which shall revert to the Institute and be credited to its fund. |
| Statute 16A (3A) inserted as per Min. of Edu. Letter No. F.11-6/76-T.6 dt. 16-7-1978 | | 3A) (a) Every employee of the institute-<br>(i) Who is governed by Statute 16 or who has exercised an option under sub-statutes (1) and (2) of Statute 16B or<br>(ii) Who may be appointed either for the first time or re-appointed on or after the 1.7.1977 may exercise an option to join the Contributory Provident Fund-cum-Gratuity Scheme sponsored by the Institute for the benefit of its employees,<br>Provided that no such option shall be exercised by an employee who has been appointed by the Institute on a consolidated salary or on special terms which exclude the benefits of the retirement benefit schemes;<br>(b) Any such option shall be exercised in Form 1 prescribed for the purpose in Appendix 1 to Schedule E within a |
| | | period of three months from the date of issue of this notification and any such option once exercised shall be final.<br>(c) On receipt of such option from any of the employees referred to in sub-clause (i) or (ii) of clause (a), all accumulations of any such employee in the CPF-cum-Pension-cum-Gratuity schemes, maintained for the benefit of the employees of the Institute immediately before such option was exercised, shall stand transferred to the Contributory Provident Fund less one- third per cent of the contribution of the Institute together with interest thereon from Contributory Provident Fund of those governed by Statute 16 shall revert to the Institute and be credited to its Fund.<br>(4) Any such employee shall contribute to the fund so constituted an amount not less than eight and one-third per cent of his emoluments but the contribution of the Institute to the said fund shall be restricted to eight per cent of his emoluments. |
| Amended as per | | (5) Any such employee shall, in addition, be also entitled |

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| Min. of Edu. Letter No. F. 11-6/76-T-6 dt. 16-7-1973 (Effective from 1-11-1973)<br><br>Amended as per Min. of Edu. Letter No. F. 10-20/76-T. 6 dt. 20-2-1979 (Effective from15-2-1979) | | to gratuity, equal to one-fourth of his emoluments for each completed six-monthly period of service subject to a maximum of sixteen and a half times the emoluments or rupees thirty thousand, whichever is less".<br><br>(6) Any such employee leaving the Institute or Central University to join any of the other Institutes or any Central University shall join the corresponding scheme of the new Institute or, as the case may be, the University and his accumulations in the fund shall be transferred to the corresponding fund of the new Institute or University.<br><br>(7) The liability of total gratuity ultimately payable to any such employee shall be distributed between the Institutes in proportion to the length of qualifying service at each Institute.<br><br>(8) Save as otherwise provided in this Statute, in all other respects the provisions as contained in the Schedule E to these Statutes shall be applicable for the purposes of this Scheme. |
| Ammended as per Min. of Edu. Letter No. F.24-23/65 T. 6 dt. 24-11-1971 | 16B | **General Provident Fund-cum-Pension-cum-Gratuity Scheme**<br>(1) Every employee of the Institute-<br>(i) who is referred to in clause (2) of Statute 16, or<br>(ii) who holds an appointment on a temporary basis but is subscribing or is required to subscribe to the Contribu- |
| | | tory Provident Fund in terms of sub-paragraph (2A) of Schedule C, or<br><br>(iii) who may be appointed either for the first time or re-appointed on or after the first January, 1971, may exercise an option to join the General Provident Fund-cum-Pension-cum-Gratuity Scheme, sponsored by employees :<br><br>Provided that no such option shall be exercised by an employee who has been appointed by the Institute on a consolidated salary or on special terms which exclude the benefits of the Contributory Provident Fund Scheme or who has exercised an option for the Contributory Provident Fund-cum-Gratuity Scheme, referred to in Statute<br>16-A. |

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| Statute 16B (2)(i) and (i)(a) amended as per Min. of Edu. Letter No. F. 11 - 2/ 71-T.6 dt. 24-11-1971<br><br>Statute 16B (2) (ii) amended as per min. of Edu. Letter No. F. 11-6/76-T.6 Dt. 16.7.1978<br><br>Statute 16B (3a) inserted as per Min. of Edu. Letter No. F. 11-6/76-T.6 dt. 16-7-1978 | | (2) Any such option shall be exercised in Form 1 prescribed for the purpose in Appendix 1 to Schedule F:<br><br>(i) in the case of an employee referred to in sub-clause (i) (other than a permanent employee appointed or re-appointed before the 1st April, 1962) or sub-clause (ii), within a period of three months from the 1st January, 1971.<br><br>(i)(a) in case of an employee appointed or re-appointed before the 1st April, 1962, within a period of three months from 1.12.1971, and;<br><br>(ii) in the case of an employee referred to in sub-clause(iii), within a period of three months from the date of completion of one year's temporary service or confirmation whichever is earlier;<br><br>(3) On receipt of such option from any of the employees referred to in sub-clause (i) or (ii), the amount of the contribution of the Institute with interest thereon standing to the credit of the employee in the Contributory Provident Fund shall revert to the Institute and be credited to its fund and the amount of the employee's own contribution to the Contributory Provident Fund after adjustment of advances, if any, taken from the said fund, shall, together with interest thereon, be maintained as his contribution to General Provident Fund to be opened by the Institute for the purpose.<br><br>(3a) Every employee of the Institute-<br><br>(i) Who is governed by Statute 16 or who has exercised an option under sub-statutes (1) and (2) of Statute 16A or |
| | | (ii) Who may be appointed either for the first time or re- appointed on or after the 1.7.1977 may exercise an option to join the General Provident Fund-cum-Pension-cum-Gratuity Scheme, sponsored by the Institute for the benefit of the employees.<br><br>Provided that no such option shall be exercised by an employee who has been appointed by the Institute on a consolidated salary or on special terms which exclude the benefits of the retirement benefit schemes. |

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| | | (b) Any such option shall be exercised in Form 1 prescribed for the purpose in Appendix 1 to Schedule F within a period of three months from the date of issue of this notification and any such option once exercised shall be final.<br><br>(c) On receipt of such option from any of the employees referred to in sub-clause (i) or (ii) of clause (a) the amount of the contribution of the Institute with interest thereon standing to the credit of the employee in the CPF or CPF-cum-Gratuity Scheme shall revert to the Institute and be credited to its fund and the amount of the employee's own contribution to the CPF or CPF-cum-Gratuity after adjustment of advances, if any, taken from the said fund, shall together with interest thereon, be maintained as his contribution to the CPF opened by the Institute for the purpose.<br><br>4. A permanent employee or an employee referred to in sub- clause (ii) of clause (1) who has retired or retires with the Contributory Provident Fund benefits on or after the 1st April, 1970, but before the 1st. January, 1971 shall be granted the benefit of the General Provident Fund-cum-Pension-cum- Gratuity Scheme, if he exercises an option in Form 11 prescribed for the purpose in Appendix 1 to Schedule F within three months from the 1st January, 1971., the contribution of the Institute to his Provident Fund together with interest thereon, if already paid, being adjusted against the Death-cum-Retirement Gratuity admissible to him under the said Scheme and the balance, if any, being refunded to the institute in cash.<br><br>5. Any such employee shall, in addition, be also entitled to gratuity, equal to one-fourth of his emoluments for each completed six-monthly period of service subject to a maximum of sixteen and a half times the emoluments or rupees thirty thousand, whichever is less; |
| Amended as per Min. of Edu. Letter No. F. 11-6/676-T. dt. 16.7.78 (Effective from 1-11-1973) | | |
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| Amended as per Min. of Edu. letter No. F-10-20/76-T.6 dt. 20.2.1979 | | (6) Any such employee leaving the Institute to join any of the other Institute incorporated under the Act shall join the corresponding Scheme of the new Institute and his accumulations in the fund shall be transferred to the corresponding fund of the new institute.<br><br>(7) The liability of total gratuity and pension ultimately payable to such an employee shall be distributed between the Institute or University in proportion to |

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| (Effective from 15-2-1979) | | the length of qualifying service at each Institute or the Institute and the University.<br><br>(8) Save as otherwise provided in the Statute in all other respects the provisions as contained in Schedule F to these Statutes shall be applicable for the purpose of this Scheme.<br><br>Provided that as respects payments towards policies of life Insurance from subscriptions to the General Provident Fund, the provisions in this behalf contained in Schedule E shall be applicable. |
| Amended as per Min. of. Edu. Letter No. F. 10-20/76-T.6 dt. 20-2-1979 (effective from 15-2-1979) | 17. | **Vacation and leave**<br><br>(1) Employees of the Institute shall be entitled to vacation and leave as laid down in Schedule 'D'.<br><br>(2) The amount of accumulated leave at the credit of a member of staff in the service of the institute immediately before the 1st April, 1962 shall become available to him after that date subject to the prescribed limit of leave.<br><br>(3) When an employee joins the Institute or Central University from any of the other Institutes or any Central University the leave to his credit on the date immediately before the date of such joining shall be carried forward and credited to his leave account in the Institute or Central University which he joins subject to the prescribed limit of accumulation of leave. |
| | 18. | **Residential Accommodation for Staff**<br><br>(1) Every employee of the Institute may be allotted an unfurnished house within the campus of the Institute for residential use, if available, in which he shall be required to reside, subject to such conditions as may be laid down by the Board.<br><br>(2) (a) An employee of the Institute who has been allotted house for residential use, shall be charged licence fee at the rate of ten per cent of his total emoluments or six per cent per annum of the capital cost (including municipal charges) of the house occupied by him, whichever is less. |
| Amended as per Min. of Edu. Letter No. F. 11-1/70-T.6 | | Provided that in respect of an employee who draws pay in the revised scale of pay, and whose emoluments are below Rs. 440/-* per mensem, the licence fee shall be |

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| dt. 26-10-1977 (Effective from 20-2-1977) | | recovered at the rate of seven and a half percent of his total emoluments or six per cent per annum of the capital cost (including municipal charges) of the house occupied by him, whichever is less. |
| Amended as per Min. of Edu. Letter No. F.11-7/76-T.6 dt. 26.10.1977 (Effective from 22.10.1977) | | Provided further that in respect of an employee whose total emoluments are not less than Rs. 440/-* per mensem in the revised scale of pay, the net emoluments after deduction of licence fee shall not be less than Rs. 421/55.*<br><br>(b) In addition to the licence fee, charges for water, electricity and any other service rendered shall be recovered from an employee at such rates as may be determined by the Director from time to time and in the case of Director, by the Board.<br><br>(3) The Board may, allot furnished or unfurnished accommodation without levying any license fee or levying such fee at concessional rates to any category of staff, if it considers it necessary to do so in the interest of the Institute.<br><br>Explanation: - For the purpose of this Statute the expression "allot" means to grant a licence to an employee of the Institute to occupy a house or a portion thereof, owned or leased by the Institute, for use by him as residence. |
| Statute 19(k) inserted as per Min. of Edu. Letter No. F. 11-3/82-T.6 dt. 30.3.1983 (Effective from 24.3.1983) | 19. | **Departments**<br><br>The Institute shall have the following Departments:-<br>(a) Aeronautical Engineering<br>(b) Chemistry<br>(c) Chemical Engineering<br>(d) Civil Engineering<br>(e) Electrical Engineering<br>(f) Humanities and Social Sciences<br>(g) Mathematics<br>(h) Mechanical Engineering<br>(i) Metallurgical Engineering<br>(j) Physics<br>(k) Computer Science and Engineering |

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| Proviso below Statute 19 inserted as per Min. of Edu. Letter. No. F. 11-7/76-T.6 dt. 26.10.1977 (Effective from 22.10.1977) | | Provided that in addition the Board may establish or abolish one or more schools or centres of research on the recommendations of the Senate |
| | **20.** | **Head of a Department** |
| | | (1) Each Department of the Institute shall be placed in charge of a Head who shall be selected by the Director from among the Professors, Associate Professors and Assistant Professors. |
| Proviso to statute 20 (i) inserted as per Min. of Edu. letter No. F. 24-43/64 T.6 dt. 4/5-11-1966 | | Provided that when in the opinion of the Director the situation so demand, the Director may himself take temporary charge of a Department or place it under the charge of the Deputy Director or a Professor from another Department for a period not exceeding six months. |
| | | (2) The Head of a Department shall be responsible for the entire working of the Department subject to the general control of the Director. |
| | | (3) It shall be the duty of the Head of a Department to see that the decisions of the authorities of the Institute and of Director are faithfully carried out. He shall perform such other duties as may be assigned to him by the Director. |
| | **21.** | **Institution of Fellowships, Scholarships, Exhibitions, Medals and Prizes** |
| | | The following fellowships, scholarships, free studentships, exhibitions, medals, and prizes shall be instituted by the Institute: |
| | | (1) Scholarships of the value of Rs.75/- p.m. each will be awarded to 25% of the students admitted to the under-graduate courses and post-graduate courses in science leading to Master's Degree in accordance with the provisions made in the Ordinances in this behalf. |
| | | (2) [a] All scholarships awarded by the Institute in the under-graduate courses and post-graduate courses in Science leading to Master's Degree shall carry the privilege of free tuition. |
| | | [b] **A** further 10%, of the total number of students admitted to the under-graduate courses and post-graduate courses in science leading to Master's degree will be awarded free studentship on |

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| | | consideration of means alone.<br><br>The awards shall be made in accordance with the provision made in the Ordinances in this behalf. |
| Amended as per Min. of Edu. Letter No. F. 24-26/65-T.6 dt. 27.4.1966 (Effective from 1.8.1965) | | (3) Post-graduate scholarships of the value of Rs. 250/- p.m. will be awarded to all students admitted to the post-graduate courses in Engineering and Technology at the Institute.<br><br>The scholarships will be subject to such conditions as may be laid down in the Ordinances.<br><br>(4) Practical Training Stipend of the value of Rs. 150/- per mensem each will be awarded by the Institute, with effect from 1st August, 1965, to graduates who have been previously in receipt of the Institute scholarship in the final year class. The stipends will be tenable for a period of one year and shall be subject to such conditions as may be laid down in the Ordinances.<br><br>(5) Research Scholarships of the value mentioned below will be awarded to all research scholars admitted to the Institute:-<br><br>(a) Research workers in Engineering and Technological subjects, provided the scholars have successfully completed a Master's degree in Engineering/Technology of two years' duration or have spent two years in study/research approved by the Institute after obtaining a Bachelor's degree in Engineering/ Technology and have been registered by the Institute for Ph.D. degree.<br>…..... Rs. 400/-P.M. |
| Amended as per Min. of Edu. Letter No. F. 11-2/68-T-6 dt. 14.2.1974 (Effective from 9.2.1974) | | (b) (i) Research workers in Science and other subjects provided the scholars have had a Master's degree in the appropriate field …..... Rs. 300/- P.M.<br><br>(ii) Research workers in Engineering and Technological subjects, provided the scholars have had a Bachelor's degree in Engineering or Technology …...Rs. 300/- P.M.<br><br>The scholarships will be tenable for the duration of research, subject to such conditions as may be laid down in the Ordinances. |
| Amended as per Min. of Edu. Letter No. F.11-1/71-T-6 | | (6) Post Doctoral Fellowship of the value of Rs. 500/-P.M. shall be awarded to research fellows for the duration of |

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| dt. 10.12.1971 (Effective from 5.12.1971) | | their work at the Institute. The award shall be made in accordance with the provisions made in the Ordinances and shall be subject to such conditions as may be laid down therein.<br><br>(7) The Board may, on the recommendation of the Senate, institute such exhibitions, medals and prizes as it considers desirable. The awards shall be made in accordance with the provision made in this behalf. |
| | **22.** | **Fees**<br><br>(1) The following shall be the fees charged by the Institute: |

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| Proviso below Statute 22(i)(a) inserted as per Min. of Edu. Letter No. F. 11-2/78-T-6 dt. 6.7.1978 (effective from 30.6.1978) | | (a) Registration fees for under-graduate courses only payable in advance as application fee.<br><br>Provided that no registration fee shall be charged from any candidate belonging to the Scheduled Caste or Scheduled Tribe. | Rs. 15/-<br><br>Rs. 15/- |
| | | (b) Admission fees for under-graduate and post-graduate courses payable at the time of admission …. | Rs. 10/- |
| | | (c) [i] Tuition fees for under-graduate courses and post-graduate courses in Science leading to Master's degree payable in eight equal instalments….<br><br>[ii] Tuition fees for post-graduate courses in Engineering and Technology payable in eight equal instalments …. | Rs. 200/- per annum<br><br>Rs. 300/- per annum |
| As per Min. of Edu. Letter No. F. 24-46/63 dt. 2.7.1964 | | [iii] Tuition fee for working for Ph.D. payable in eight equal installments by the research workers, the Institute staff members registered for the course being exempted from payment of the fee …. | Rs. 300/- per annum |
| Amended as per Min. of Edu. Letter No. F-11-4/79-T-6 dt. 4-5-1982 (Effective from 19.4.1982) | | [d] Seat rent inclusive of Electricity and water in Halls of Residence wherein students reside:-<br><br>Under-Graduate<br>[a] I semester, payable in four equal installment,<br><br>Rs. 40/-<br>[b] II semester payable in four equal installment,<br><br>Rs. 40/-<br>[c] summer vacation, for those who are required to stay in Hall during | Post-Graduate<br><br>Rs. 80/-<br><br>Rs. 80/- |

IndiaCode

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| | | Vacation with the permission of Institute, in one installment. Rs. 15/- | Rs. 15/- |
| | | [d] Winter vacation, for those who are required to stay in Hall during vacation with the permission of Institute in one installment Rs. 5/- | Rs. 5/- |
| | | [e] [i] Medical Examination fee … | Rs. 2/- per annum |
| | | [ii] Gymkhana fees …. …… | Rs. 20/- per annum |
| | | [iii] Medical Fund payable at the time of admission and in the case of students already in the Institute along with the first installment of the tuition fees …. | Rs. 5/- per annum |
| As per Min. of Edu. Letter No. F.11-1/67-T.6 dt. 22.3.1968 | | [f] Examination fees for - the Master's Degree/Post-graduate Diploma Courses ….. ….. | Rs. 100/- Rs. 200/- |
| | | the Higher Degree …. …. | |
| | | [g] Fees for the Diplomas if awarded in absentia for all students, scholars and fellows… | Rs. 10/- Rs. 5/- |
| | | [h] Fees for grade card …. …. | Rs. 5/- |
| | | [i] Registration fees for Ph.D. Degree ….. | Rs. 5/- |
| As per Min. of Edu. Letter No. F.24-50/65-T.6 dt. 28.10.1968 (effective from 10.10.1968) | | [j] [i] Registration fee for Post-graduate courses payable in advance as application fee… | Rs. 5/- |
| | | [ii] Registration fee for Research Scholars and Post-Doctorate Fellows [payable at the time of admission] … | Rs. 5/- Rs. 5/- |
| | | [k] Fees for issue of migration certificate …. | Rs. 5/- per paper |
| | | [l] Fees for issue of crossed list ….. | Rs. 3/- |
| | | [m] Fees for re-checking of answer books for Institute Examination …. | Rs. 10/- Rs. 3/- |
| | | [n] Fees for issue of duplicate grade card …. | Rs. 2/- |
| | | [o] Fees for issue of a duplicate diploma | |
| | | [p] Fees for issue of a duplicate migration certificate | |

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| Amended as per Min. of Edu. Letter No. F. 11-3/70-T.6 dt. 31.5.1971 (Effective from 27.5.1971) | | [r] Caution Money:<br>[i] For undergraduate and post-graduate students payable in advance …. …. Rs. 25/-<br><br>[ii] For Research Scholars and Post-Doctoral Fellows in advance ….. …. Rs. 100/-<br><br>[s] for courses not provided above - * As laid down by the Board.<br><br>The recovery of Caution Money deposit from Research Scholars and Fellows may be waived by the director in special cases, subject to production of surety from a responsible permanent employee of the Institute or Government.<br><br>The Caution Money is refundable to student, scholars and Fellows after deduction of relevant dues, if any, within four years of their leaving the Institute. If no claim for a refund is received within the period, the Caution Money shall be credited into the Institute Fund. The Director may, for sufficient reasons, investigate and entertain claims for refund of Caution Money after the expiry of this period. |
| Amended as per Min. of Edu. Letter No. F. 11-7/76-T-6 dt. 26-10-1977 (Effective from 22-10-1977) | | [2] If a student, scholar or a fellow fails to deposit his dues by the dates notified, he shall be liable to pay a delay fine Re.1/- provided he clears his dues before the end of the month in which the dues were payable and a fine of Rs. 5/- if he clears the dues by the 15th of the following month.<br><br>The student's name be struck off, after this date and he may be re-admitted on payment of re-admission fee and no delay fine be charged.<br><br>If he does not pay his dues by this date his name shall be liable to be struck off the roll. The Director may for sufficient reasons, re-admit any student, scholar or fellow whose name has been so struck off the roll on payment of arrear dues together with fine of Rs. 3/- and re-admission fee of Rs. 5/- provided that such re-admission is requested before the end of the month in which his name has been struck off.<br><br>The Director may waive the recovery of delay fines |

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| | | and readmission fees in deserving cases. He may also delegate this authority to the Registrar and prescribe such condition as he may consider necessary for the purpose.<br><br>[3] All fees and deposits are required to be paid in cash by Crossed Postal Order, by crossed Bank Drafts or by Crossed Cheques on the State Bank of India. Dues of the Institute |
| | | may also be paid by money order, the date of remittance being regarded as the date of payment. |
| | **23.** | **Halls and Hostels**<br>(1) The Institute shall be a residential institution and all students, research scholars and research fellows shall reside in the Halls of Residence and Hostels built by the Institute for the purpose.<br><br>In exceptional cases the Director may permit a student, scholar or fellow to reside with his parent or guardian, but where any such permission is accorded to a student, scholar or a fellow, such student, scholar or fellow, as the case may be, shall be liable for the payment of such seat rent as he would have been liable for the payment of seat rent had he resided in the Hostel.<br><br>(2) Every resident in the Halls and Hostels shall conform to rules laid clown by the Senate for the purpose.<br><br>(3) For each Hall of Residence there shall be a Warden and such number of Assistant Wardens and other staff as may be determined by the Board from time to time.<br><br>(4) The offices of Warden and Assistant Warden shall be held by the members of the Academic Staff of the Institute. The appointments shall be made by the Director.<br><br>(5) Wardens and Assistant Wardens shall be entitled to rent free unfurnished quarters corresponding to the type of quarters to which they are normally entitled as teachers of the Institute. In addition, they shall be paid an allowance of Rs.50 per mensem provided that in case a Professor is appointed as Warden, he shall not be entitled to receive any allowance. |
| | **24.** | (6) The management of the Halls of Residence and |

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| | | Hostels shall be in accordance with the rules laid down by the Director.<br><br>**Conferment of Honorary Degrees**<br><br>All proposals for the conferment of honorary degrees shall be made by the Senate and shall require the assent of the Board before submission to the Visitor for confirmation. Provided that in case of urgency the Chairman may submit, on behalf on the Board, such proposal to the Visitor. |
| Schedule A inserted as per Min. of Edu. Letter No. F. 10-1/75- T-6 dt. 20.11.76 (Effective from 29.11.1976) | | **SCHEDULE A**<br><br>**Contract of Service**<br><br>[ See Statute 7 (3) ]<br><br>An AGREEMENT for service made this .....1..... ..... date of ……..one thousand nine hundred …...…..... between .....……. (herein after called the appointee) of the one part and the Indian Institute of Technology Kharagpur / Bombay/Madras/Kanpur/Delhi, incorporated under the institutes of Technology Act, 1961 (Act 59 of 1961) as amended by the Institutes of Technology (Amendment) Act 1963 (Act 29 of 1963) (hereinafter called the Institute).<br><br>"WHEREAS in terms of Section 17 (1) of the Institutes of Technology Act, 1961 (hereinafter called the Act) and Statute 15 (3) of the Statutes of the Institute (17 (3) in case of Kharagpur) (hereinafter called Statutes), the Council of the Institutes of Technology referred to in the Act (hereinafter called the Council) with the approval of the Visitor, has been pleased to approve the appointment of the appointee as the Director of the Institute on contract for ..... ..... .... ..... years and the appointee has accepted such appointment upon the terms and conditions hereinafter appearing. NOW THESE PRESENTS WITNESSETH and the parties hereto respectively agree as follows:-<br><br>[1] This agreement of service shall be deemed to have been entered into subject at all times to the provisions of the Act, and Statutes covering the Institutes as in force from time to time as applicable to permanent confirmed employees.<br><br>[2] The appointee shall be on service under the |

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| | | agreement for a period of ..... years with effect from ..... ..... that is date of joining the post. Provided that if the appointee on conclusion of the period of service mentioned above is below 60 years of age, his service shall continue till the 30th June of the academic year in which the appointee concludes the said period of service or till he attains the age of 60, whichever is earlier.<br><br>[3] The appointee shall be the Principal academic and Executive Officer of the Institute and serve the Institute as the whole time |
| | | Director of the Institute with powers and duties provided in the said Act and Statutes.<br><br>[4] The appointee shall devote his whole time to the service of the Institute and will be subject to the Conduct Rules and other provisions of the said Act and the Statutes. Any information obtained by appointee during or in connection with his service and the work upon which he is engaged shall be treated as secret and confidential and appointee shall be deemed in all respects to be subject to the Indian Officials Secrets Act, 1923, as amended from time to time.<br><br>[5] During the period of his service except in respect of any period of suspension and also of any period of leave without pay. the appointee shall be entitled subject to the Indian Income Tax to an initial pay of Rs. in the scale of Rs.<br>provided that if any time the appointee proceeds on deputation out of India his pay and allowances during the period his deputation will be such as may be decided by the Board of Governors. In addition the appointee shall draw allowances like Dearness Allowance, City Compensatory Allowance etc. as may be admissible from time to time as per rules of the Institute.<br><br>[6] During his service under these presents the appointee shall subscribe to the Contributory Provident Fund-cum-Gratuity of the Institute according to the provisions made in the Statutes and subject to such modifications in these provisions as may be made from time to time and shall also be entitled to the contribution of the Institute as admissible to the permanent confirmed employees as per the Statutes. In the event of the appointee being employer of any other IITs and enjoying the benefits either under CPF-cum-Gratuity Scheme or G. P. Fund-cum-Pension-cum- |

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| | | Gratuity Scheme, he shall join the corresponding Scheme of the Institute with transfer of this accumulation as admissible under the Statutes.<br><br>In case the appointee is the employee of the Institute he shall continue to be governed by Contributory Provident Fund-cum-Gratuity Scheme or General Provident Fund-cum-Pension-cum-Gratuity Scheme as immediately prior to this contract appointment and shall be entitled to benefits of the scheme for the period of his service under this contract like other permanent employees of the institutes as per the Statutes. |
| | | [7] Notwithstanding anything hereinbefore contained the appointee shall unless otherwise decided by the Institute be entitled to receive the whole or in part as may be determined by the Institute the benefits of any improvements in the revision of scale of pay and in retirement benefits that may be affected by the Institute subject to the date of these presents in the terms and conditions of the service of members of the branch of Institute, service to which he may for the time being belong, the decision of the Institute in respect of such improvement in the terms and conditions of their service of appointee shall operate so as to modify to that extent the provisions of these presents.<br><br>[8] The appointee shall be entitled to leave as admissible to permanent non-vacation employees of the Institute under the Statutes.<br><br>[9] The appointee shall be entitled to furnished free of licence fee accommodation in the campus of the Institute as may be sanctioned by the Board of Governors of the Institute.<br><br>[10] The appointee shall be eligible for privilege in relation to medical attendance and treatment as provided for in the Statutes.<br><br>[11] The appointee shall be paid travelling expenses for joining the Institute as admissible to an officer of the Central Government of equivalent rank under the Transfer T. A. Rules of the Central Government deeming the appointment of the appointee as on transfer in the public interest.<br><br>If the appointee is required to travel in the interest of Institute work, he shall be entitled to travelling allowance an the scale provided for in the |

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| | | T. A. Rules of the institute in force from time to time. Similarly the appointee shall be entitled to leave travel concession for visiting his hometown as per the Rules of the Institute.<br><br>[12] Any amount received by the appointee from books and articles published by him at his cost shall be left to him as an encouragement for continuing his work in that line. He would also be allowed to do consultancy and retain benefits of the same as per rules laid down by the Board from time to time.<br><br>[13] The service of appointee may during the period of contract, be terminated by the Institute at any time by three calendar months notice in writing given at any time during service under this contract without any cause assigned. Provided always the |
| | | Institute may in lieu of the notice herein provided to give the appointee a sum equivalent to the amount of his basic pay for three months.<br><br>The appointee may terminate his service by giving to the Institute three calendar months notice in writing.<br><br>[14] The appointee will be allowed the status of Professor of ..... to the part in teaching and research in the Department of ..... subject to his Convenience.<br><br>[15] In respect of any matter for which no provision has been made in this agreement the appointee will be governed by the said Institute of Technology Act 1961 or any modification thereof for the time being in force and the Statutes made thereunder for time being in force.<br><br>IN WITNESS WHEREOF on the day and the year first above written, the Chairman of the Board of Governors of the Institute has hereinto set his hand and the appointee has hereinto set his hand.<br><br>Signed and delivered for the Chairman<br>Indian Institute of Technology, Board of Governors,<br>…….....by the Chairman Indian Institute of<br>Board of Governors of the<br>Technology…….. Institute.<br>.....…. |

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| | | In the presence of Signature of<br>Witnesses with addresses<br><br>Signed and delivered by the<br>said appointee<br><br>In the presence of Signature of<br>……..<br>witnesses with addresses Director<br>IIT<br>..... |
| Amended as per Min. of Edu. Letter No. F.11-6-68-T.6 dt. 14-1-1969 (Effective from 9-1-1969) | | **SCHEDULE - AA**<br>**[See Statute 13 (16)]**<br><br>**MEDICAL ATTENDANCE AND TREATMENT INCLUDING REIMBURSEMENT OF MEDICAL EXPENSES INCURRED BY THE MEMBERS OF THE STAFF ON THEMSELVES AND THEIR FAMILIES**<br><br>(1) The provisions contained in this Schedule shall apply to all the employees of the Institute but they shall not apply to -<br><br>[a] those members of the staff who are on leave or deputation abroad,<br><br>[b] retired members of the staff, and<br><br>[c] work-charged staff who have not put in continuous service of one year and are not employed on monthly rates of pay, staff paid from contingencies, daily labourers and part-time employees.<br><br>(2) For purposes of reimbursement of medical expenses, members of the staff shall be grouped as under:<br><br>[1] Those holding posts carrying a scale of pay, initial salary of which is Rs. 400/- p.m. or above except the Secretary to the Director and Superintendents of Sections. — Group-A<br><br>[2] The Secretary to the Director, the Superintendents of Sections and all those holding posts carrying a scale of pay, the initial salary of which is Rs. 110/- p.m. or above but less than Rs. 400/- p.m. — Group-B<br><br>[3] Those holding posts carrying a scale of pay the initial salary of which is less than — Group-C |

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| | | Rs. 110/-p.m.<br><br>(3) In this schedule unless there is anything repugnant in the subject or context:-<br><br>[a] "Authorised Medical Attendant" means -<br><br>(1) In respect of members of the Institute belonging to Gr. A. — Medical Adviser of the the institute and in his absence the Medical Officer of the Institute.<br><br>(2) In respect of members of the Institute belonging to Gr. B. |
| | | (3) In respect of members of the Institute belonging to Gr. C. — Medical Officer of the Institute.<br><br>(4) In respect of members of the Institute on duty or on leave on India (outside headquarters).<br>(i) For those belonging to Group 'A' of para 2: Chief or Principal Medical Officer of Government in a District or Presidency Surgeon or Government Medical Officer of equivalent rank in a city.<br><br>(ii) For those belonging to Group 'B' & 'C' or para 2:<br><br>Assistant Surgeon of Government in a District or Government Medical Officer of equivalent rank in a city. |
| | | (b) "Hospital" means the hospital recognized by the Board of Governors as hospital for the purpose of these provisions. |

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| Amended as per Min. of Edu. Letter No. F. 24-52/65-T.6 dt. 14-4-1967 | | (c) The term "family" shall mean wife or husband of a member of staff, as the case may be, and parents, children and step-children wholly dependent on the member of staff.<br><br>(d) The term "leave" includes vacation.<br><br>(4) Cost of reimbursement of expenses incurred by the members of the staff in connection with medical attendance and treatment of themselves and their families will be reimbursed in accordance with the scale prescribed by the Board from time to time.<br><br>Note:- An advance for medical treatment in respect of a member of the staff or his family who is an indoor patient in a hospital may be granted on the same terms and conditions as are mentioned above.<br><br>(5) [i] Medical attendance includes attendance at the residence of the member of the staff or at the consulting room of the authorised medical attendant by arrangement with him. |
| | | [ii] Medical treatment means the use of all medical and surgical facilities available at the hospital in which the individual is treated and it includes :<br><br>(a) employment of such pathological, bacteriological, radio-logical or other methods as are considered necessary by the authorized medical attendant;<br><br>(b) the supply of such medicines, vaccines, sera or other therapeutic substances as are ordinarily available in the hospital;<br><br>(c) the supply of such medicines, vaccines, sera or other therapeutic substances not available in hospital but can be had in the State or State-aided hospital;<br><br>(d) such accommodation as is ordinarily provided in the hospital and is suited to his status;<br><br>(e) such nursing as is ordinarily provided to inpatients by the hospital;<br><br>(f ) specialist consultation on the advice of the authorised medical attendant,<br><br>(g) it does not include diet or provision at the |

IndiaCode

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| | | request of the member of the staff of accommodation superior to that to which he is entitled in accordance with sub clause (d) above.<br><br>*Note 1* :-The refund of the cost of preparations which are not medicines but are primarily foods, tonics, toilet preparations or disinfectants as issued by Director General of Health Services from time to time is not admissible.<br><br>*Note* 2 :--Refund in respect of mixtures prescribed by the Authorised medical attendant will be allowed till such time the Institute has its own dispensary for such purposes.<br><br>*Note* 3 :-in the case of hospitals the tariffs of which indicate a flat inclusive charge per diem, 40 per cent thereof should be reckoned as charges for board and lodging. Out of this 40 per cent, half should be considered as charges for diet and the other half for accommodation. |
| Amended as per Min. of Edu. Letter No. F-11-8/78-T. 6 dt. 1-10-1980 (Effective from 29-9-1980) | | *Note* 4 :-Diet charges paid at Hospitals for officials drawing pay less than Rs. 400/- p.m. in ordinary cases and Rs. 640/- p.m. for Tubercular, and Mental diseases are allowed. The cost of any special articles of diet not ordinarily provided by the hospitals to its in-patients is, however, not refundable.<br><br>(6) Dental treatment is not covered by the rules but if the diagnosis of the physiological or other disability from which a member of the staff is suffering indicates that teeth are the real source of disturbance, he is entitled to free dental treatment provided it is of major' kind such as treatment of a jaw bone disease, whole-sale removal of teeth, etc. It does not include scaling of teeth, treatment for pyorrhoea and gingivitis or the free supply of artificial denture or treatment from a private dentist or outside the hospital even an the advice of the authorised medical attendant.<br><br>(7) No reimbursement of expenses for provision of spectacles is admissible.<br><br>(8) No reimbursement of charges for special nursing will be admissible unless it is certified by the authorised medical attendant and Medical |

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| | | Superintendent of the Hospital that their services were absolutely essential.<br><br>*Note* -Such cases of special nursing will be decided on merits having regard to the nature of the disease and where hard- snip is involved. In such cases a member of the staff should bear upto 25 per cent of his monthly pay, fort he period for which special nursing was necessary, the rest being borne by the Institute.<br><br>(9) If the authorised medical attendant is of opinion that the case of a patient is of such a serious or special nature as to require medical attendance by some person other than himself, he may :<br>(a) send the patient to the nearest Specialist or other Govt. Medical Officer, by whom, in his opinion medical attendance is required for the patient, or<br>(b) if the patient is too ill to travel, summon such specialist or other Govt. Medical Officer to attend upon the patient.<br><br>(10) A patient sent under clause (a) of paragraph 9 shall on production of a certificate in writing by the authorised medical attendant in this behalf he entitled to travelling allowance for the |
| | | journeys to and from the headquarters of the specialist or other Government Medical Officer.<br><br>(11) A specialist or other Govt. Medical Office? summoned under clause (b) of paragraph 9 shall on production of a certificate in writing by the authorised medical attendant in this behalf be entitled to travelling allowance for the journey to and from the place where the patient resides.<br><br>(12) Travelling allowance admissible under paragraph 9 shall be Calculated as for a journey on tour but no daily allowance for halts will be admissible. If an escort be necessary on the advice of the authorised medical attendant he may be paid T. A. as admissible under the Institute's T. A. Rules.<br><br>(13) Where a member of the staff or the member of his family is entitled to treatment in a hospital free of charge under the Schedule on the advice of the authorised medical attendant any amount paid by him on account of such treatment shall, on production of such certificate in the form to be prescribed by the Board of Governors in this behalf, be reimbursed to him by the Institute. |

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| | | (14) If the authorised medical attendant is of the opinion that owing to the severity of the illness, a patient (member of the staff) cannot be given treatment at the authorised hospitals, the patient may receive treatment at his residence.<br><br>(15) In the cases referred to in paragraph 14 of the individual receiving treatment at his residence he shall be entitled to receive towards the cost of such treatment incurred by him a sum equivalent to the cost of such treatment as he would have been entitled, free of charge, to receive under this schedule if he had not been treated at his residence.<br><br>*Note* :-Claims for sums admissible under paragraph 15 shall be Accompanied by a certificate in writing by the authorised medical attendant stating :-<br><br>(a) his reasons for the opinion referred to in paragraph 14 and<br>(b) the cost of similar treatment referred to in paragraph 15.<br><br>(16) Members of the staff and their families will also be entitled to the reimbursement of the expenses in connection with the treatment of tubercular diseases to the extent as is prescribed by the Board from time to time. |
| | | (17) In the case of families of members of the staff, cost of special medicines (including mixture) will be reimbursable only when they are prescribed for the patient by the authorised medical attendant when the patient is attended to either in the hospital or at the consulting room of the authorised medical attendant or when the patient is undergoing treatment at the outpatients department or as indoor patient of the hospital on the recommendation of the authorised medical attendant.<br><br>*Note:-*<br>(i) Family of a member of the staff accompanying him on duty leave/vacation may consult a Govt. doctor of the status of the authorised medical attendant of the member of the staff as provided under paragraph 3(4) for the member of the staff himself;<br><br>(ii) The concession contained in note (i) above is not to be given in case where a member of the staff, while proceeding on tour, leave/vacation, takes a member of his family along with him with the intention of |

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| | | obtaining training treatment in a place other than at his head-quarters.<br><br>(18) Charges for services rendered in connection with medical attendance and/or treatment of a member of the family of a member of the staff should be paid by him to the hospital authorities. The Institute will reimburse the cost of medical attendance and/or treatment on the production of the hospital bills, duly countersigned, save in the case of such bills of Government hospital by the authorised medical attendant.<br><br>Note..--The authorised medical attendant of the family of a member of the staff is the same as the authorised medical attendant of the member himself.<br><br>(18A) The family of a member of the staff who could not be provided with living accommodation within the Institute Campus or who is on duty or on leave in India (outside headquarters) may receive medical treatment as an indoor or outdoor patient in a State or State-aided hospital.<br><br>(19) Medical attendance and treatment by arrangement with the authorised medical attendant at a consulting room maintained by him shall be deemed to be medical attendance and treatment at a hospital.<br><br>(20) Medical treatment shall include confinement of a lady staff member or the wife of male staff in a hospital, pre-natal and post- |
| | | natal treatment at the residence of the member of the staff is not<br>allowed.<br><br>Note:-Anaesthetic fees and charges for pre-natal and post-natal treatment received at the hospital or at the consulting room of the authorised medical attendant including the cost of medicines prescribed are reimbursable.<br><br>(21) The following instructions shall also be adhered to in submitting bills for reimbursement of medical expenses:-<br><br>(i) The bills should be duly supported by requisite receipts, cash memos, prescriptions, essentiality certificates and other relevant documents as |

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| Amended as per Min. of Edu. Letter No. F. 11-4/78-T.6 dt. 23.2.79 effective from 16-2-1979)<br><br>Amended as per Min. of Edu. letter No. F-24-7/65-T.6 dt. 16.10.1968 (effective from 18-9-1968) | | prescribed by the Board of Governors from time to time.<br><br>(ii) It should be ensured that the cost of medicines claimed for reimbursement are not those included in the list of excluded medicines and preparations as shown in the Central Govt. Compilation of Medical Attendance Rules and Orders, as amended from time to time.<br><br>(iii) Necessary vouchers and receipts should be attached to the bill in support of claims for reimbursement of charges for tests, conducted in or treatment afforded in hospitals e.g. X-ray Blood tests etc.<br><br>(iv) It should be ensured that hospital bills for treatment as in patient show the allocation of charges under medical attendance, bedding, diet, nursing, special nursing and medicines and that only admissible medicines are claimed.<br><br>(v) Reimbursement of the cost of medicines of Indian systems of medicine and Homeopathy is also admissible.<br><br>(22) Bills for reimbursement of medical expenses from the, members of staff of the Institute shall be countersigned by the Director of the Institute and the Director, may, at his discretion delegate this work to the Dy. Director and the Registrar.<br><br>Note:-The Director shall be the Controlling Authority in respect of his own medical attendance bills. |
| | | **SCHEDULE-B**<br><br>**[See Statute 13 (17)]**<br><br>**CONDUCT RULES**<br><br>1. **Application**<br><br>The provisions contained in this Schedule shall apply to all employee of the Institute.<br><br>2. **Definitions**<br><br>In this Schedule unless the context otherwise requires<br><br>(a) "Competent authority" means:- |

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| | | (i) "The Board of Governors" in the case of the Director.<br>(ii) "The Director" in the case of all other employees.<br><br>(b) "Members of the family" in relation to an employee includes-<br><br>(i) the wife, child or step-child of such employee residing with and dependent on him and in relation to an employee who is a woman, the husband residing with her and dependent on her, and<br><br>(ii) any other person related, whether by blood or by marriage to the employee or to such employee's wife or husband and wholly dependent on such Institute employee, but does not include a wife or husband legally separated from the employee or child or step-child who is no longer in any way dependant upon him or her, or whose custody the employee has been deprived of by law. |
| | 3. | (c) "Service" means service under the Institute.<br><br>**General**<br><br>(a) Every employee shall at all times maintain absolute integrity and devotion to duty, and also be strictly honest and impartial in his official dealings.<br><br>(b) An employee should at all times be courteous in his dealings with other members of the staff, students and members of the public.<br><br>(c) Unless otherwise stated specifically in the terms of appointment, every employee is a whole-time employee of the Institute, and may be called upon to perform such duties, as may be assigned to him by competent authority. beyond scheduled working hours and on |
| | | closed holidays and Sundays. These duties shall inter alia include attendance at meetings of committees to which he may be appointed by the Institute.<br><br>(d) An employee shall be required to observe the scheduled hours of work, during which he must be present at the place of his duty.<br><br>(e) Except for valid reasons and/or unforeseen |

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| | | contingencies no employee shall be absent from duty without prior permission.<br><br>(f) No employee shall leave station except with the previous permission of proper authority, even during leave or vacation.<br><br>(g) Whenever leaving the station, an employee shall inform the Head of the Department to which he is attached, or Director if he is himself the Head of a Department, the address where he would be available during the period of his absence from station. |
| | 4. | **Taking Part in Politics and Election**<br><br>(i) No employee shall take part in politics or be associated with any party or organization which takes part in political activity, nor shall he subscribe in aid or assist in any manner any political movement or activity.<br><br>(ii) No employee shall canvass or otherwise interfere or use his influence in connection with or take part in any election to legislative body or local authority.<br><br>Provided that an employee of the Institute qualified to vote at such election may exercise his right to vote but where he does so, he shall give no indication of the manner in which he proposes to vote or has voted. |
| | 5. | **Connection with Press or Radio or Patents**<br><br>(1) No employee shall, except with the previous sanction of the competent authority, own wholly or in part, or conduct or participate in the editing or managing of any newspaper or other periodical publications.<br><br>(2) No employee shall, except with the previous sanction of the competent authority or any other authority empowered by it in this behalf, or in the bona fide discharge of his duties, participate in a radio broadcast or contribute any article or write any letter either anonymously or in his own name or in the name of any other person to any newspaper or periodical. |
| | | Provided that no such sanction shall be required if such broadcast or such contribution is of a purely literary, |

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| | | artistic or scientific character.<br><br>Note:-Subject to the restrictions noted below, members of the staff are at liberty, without any sanction as contemplated in paragraph 5(2) above, to publish their original scientific works in journals of repute in India and abroad. If, however. they wish to indicate their official designations in the articles they want to publish, previous sanction of the competent authority will be necessary.<br><br>Such articles must be strictly confined to purely scientific subjects and should not touch upon administrative matters. They shall be free from all political tinge.<br><br>Publications of articles relating to India's boundary areas and the tribal population in such areas is prohibited without previous permission of the competent authority. |
| | 6. | **Criticism of the Institute**<br><br>No employee shall, in any radio broadcast or in any document published anonymously or in his own name or in the name of any other person or in any communication to the press or in any public utterance, make any statement of fact or opinion-<br><br>(i) which has the effect of an adverse criticism of any current or recent policy or action of the Institute; or -<br><br>(ii) which is capable of embarrassing the relations between the Institute and of the Central Government or any State Government or any other institute or organization or members of the public.<br><br>Provided that nothing in this paragraph shall apply to any statements made or views expressed by an employee in his official capacity or in the due performance of the duties assigned to him. |
| | 7. | **Evidence before Committee or any other Authority**<br><br>(1) Save as provided in sub-paragraph (3) below, no employee shall, except with the previous sanction of the competent authority, give evidence in connection with any inquiry conducted by any person, committee or authority. |

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| | | (2) Where any sanction has been accorded under sub-paragraph (1) no employee giving such evidence shall criticise the policy or any |
| | | action of the Institute or the Central Government or any State Government.<br><br>(3) Nothing in this paragraph shall apply to--<br>(a) evidence given at any inquiry before any authority appointed by the Institute, by Parliament or by a State Legislature; or<br><br>(b) evidence given in any judicial inquiry; or<br><br>(c) evidence given in any departmental inquiry ordered by the Institute authorities. |
| | 8. | **Unauthorised Communication of Information**<br><br>No employee shall, except in accordance with any general or special order of the competent authority or in the performance in good faith of the duties assigned to him, communicate, directly or indirectly, any official document or information to any person to whom he is not authorised to communicate such document or information. |
| | 9. | **Gifts**<br><br>No employee shall, except with the previous sanction of the competent authority, accept or permit his wife or any other member of his family to accept from any person other than relations any gift of more than 'triffing value.' The interpretation of the term 'triffing value' shall be the same as laid down in Government Servants Conduct Rules. |
| | 10. | **Private Trade or Employment**<br><br>No employee shall, except with the previous permission of the competent authority, engage directly or indirectly in any trade or business or any private tuition or undertake any employment outside his official assignments.<br><br>Provided that the above restrictions shall not apply to academic work and consultative practice undertaken with the prior permission of the competent authority which may be given subject to such conditions as regards acceptance of remuneration as may be laid down by the |

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| | 11. | Board.<br><br>**Investments, Lending and Borrowing**<br><br>(1) No employee shall speculate in any business nor shall he make or permit his wife or any member of his family to make, any |
| | | investment likely to embarass or influence him in the discharge of his official duties.<br><br>(2) No employee shall lend money at interest to any person nor shall he borrow money from any person with whom he is likely to have official dealings. |
| | 12 | **Insolvency, Habitual Indebtedness and Criminal Proceedings**<br><br>(1) An employee shall so manage his private affairs as to avoid habitual indebtedness or insolvency. When an employee is found liable to arrest for debt or has recourse to insolvency or when it is found that a moiety of his salary is continuously being attached, he may be liable to dismissal. An employee who becomes the subject of legal proceedings for insolvency shall forthwith report full facts to the Institute.<br><br>(2) An employee who gets involved in some criminal proceedings shall immediately inform the competent authority through the Head of the Department to which he is attached, irrespective of the fact whether he has been released on bail or not.<br><br>An employee who is detained in police custody whether on criminal charge or otherwise for a period longer than 48 hours shall not join his duties in she Institute unless he has obtained written permission to that effect from the Head of the Institute. |
| | 13. | **Movable, Immovable and Valuable Property**<br><br>Every member of the staff shall, on first appointment in the Institute service and thereafter at such intervals as may be prescribed by general or special orders of the competent authority submit return in such form as the Institute may prescribe in this behalf of all immovable property owned, acquired or inherited by him or held by him on lease or mortgage, either in his own name or in the |

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| | | name of any member of his family or in the name of any other person. |
| | 14. | **Vindication of Acts and Character of Employees**<br><br>No employee shall, except with the previous sanction of the competent authority, have recourse to any Court of law or to the press for the vindication of any official act which has been the subject matter of adverse criticism or an attack of defamatory character.<br><br>Provided nothing in this rule shall be deemed to prohibit an employee from vindicating his private character or any act done by him in his private capacity. |
| | 15. | **Marriage, etc**<br><br>An employee intending to marry a person who holds a citizenship of another foreign country shall seek prior permission of the competent authority.<br><br>No employee who has wife living shall contract another marriage without first obtaining the permission of the Board notwithstanding that a subsequent marriage is permissible under the personal and religious law for the time being applicable to him and violation of these rules lead to immediate dismissal from the Institute service. |
| | 16. | **Representations**<br><br>(a) Whenever an employee wishes to put forth any claim, or seeks redress of any grievance or of any wrong done to him, he must forward his case through proper channel, and shall not forward such advance copies of his application to any higher authority, unless the lower authority has rejected the claim, or refused relief, or the disposal of the matter is delayed by more than three months.<br><br>(b) No employee shall be signatory to any joint representation addressed to the authorities for redress of any grievance or for any other matter. |
| | 17. | **Punishment, Appeals, etc.**<br><br>An employee shall be governed by the provisions of the relevant rules regarding imposition of penalties for breach of any of these rules and preference of appeals against any such action taken against him. |

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| | 18. | **Interpretation**<br><br>The decision of the Board on all questions relating to the interpretation of these provisions shall be final. |
| Amended as per Min. of Edu. Letter No. F 7-7/63-T.6 dt. 15.3.1965<br><br>Amended as per Min. of Edu. Letter No. F. 24-44/66-T-6 dt. 12.12.1968 (effective from 2.12.1968)<br><br>Amended as per 1968) Min. of Edu. Letter No. F. 7-7/67-T-6 dt.-15.3.1965 | | **SCHEDULE-C**<br><br>**[ See Statute 16(1) ]**<br><br>**CONTRIBUTORY PROVIDENT FUND OF THE INDIAN INSTITUTE OF TECHNOLOGY, KANPUR**<br><br>(1) The provisions contained in this Schedule shall apply to-<br><br>(a) every employee of the Institute who is permanent as on the date of commencement of this Schedule;<br><br>(b) persons appointed on contract, the terms whereof make such persons eligible for contributing to the Fund;<br><br>(c) re-employed pensioners subject to the conditions prescribed by the Government of India from time to time<br><br>Provided that no employee of the Institute shall be entitled to the benefit, of the Fund, whose services in the Institute entitle him to a pension and gratuity or on whose account the Institute contributes towards pension or who has been appointed by the Institute on a consolidated salary or on special terms which exclude the benefits of this Fund.<br><br>(2) A person appointed on probation against a substantive vacancy sha11 be entitled to subscribe to the Fund from the date of his appointment. The Institute's contribution shall, however, be credited with retrospective effect to his account after he has been confirmed.<br><br>(2-A) A person appointed on temporary basis shall also be entitled Subscribe to the Fund after he completes continuous service for one year. The subscriptions in such a case shall, however, commence from the actual date of the subscriber joining the Fund.<br><br>Arrears of subscriptions in such cases may be paid in not more than twelve monthly installments for each year of service. The Institute's contribution is to be credited to the account of the subscriber at the end of each financial year to the extent of his own |

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| Amended as per Min. of Edu. Letter No. F. 11-7/68-T-6 dt. 9.5.1969 (effective from 7.5.1969) | | subscription during the year subject to final adjustment after arrears are realised in full.<br><br>(3) If an employee admitted to the benefit of the Fund was previously a subscriber to any Contributory/non-Contributory Provident Fund of the Central Government/State Government or of a body corporate owned or controlled by Government or an autonomous organisation registered under the Societies Registration Act, 1860, the amount of his accumulations in such Contributory or the non |
| | | Contributory Provident Fund, shall be transferred to his credit in the Fund.<br><br>(4) Every employee of the Institute entitled to the benefits of the Fund shall be required to sign a written declaration in the form set forth in Appendix 1 that he has read this Schedule and agreed to abide by the provisions contained in it.<br><br>**Definitions**<br><br>2. In this schedule, unless the context otherwise requires-<br><br>(i) "Accounts Officer" means the Accounts Officer of the Institute;<br><br>(ii) "Audit Officer" means the (internal) Audit Officer of the Institute;<br><br>(iii) "emolument" means pay including dearness pay, if any leave salary, or subsistence grant and includes any remuneration of the nature of pay (including dearness pay, if any) received in respect of foreign service;<br><br>(iv) "family" means-<br><br>(a) in the case of a male subscriber, the wife or wives and children of a subscriber, and the widow, or widows and children of a deceased son of the subscriber;<br><br>Provided that if a subscriber proves that his wife has been judicially separated from him or has ceased under the customary law of the community to which she belongs to be entitled to maintenance she shall hence- forth be deemed to he no longer a member of the subscriber's family in matters to which this schedule relates, unless the subscriber subsequently indicates by express notification in writing to the Registrar that she shall continue to be so regarded; |

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| | | (b) in the case of a female subscriber, the husband and children of the subscriber, and the widow or widows and children of a deceased son of the subscriber;<br><br>Provided that if a subscriber by notification in writing to the Registrar expresses her desire to exclude her husband from her family, the husband shall henceforth be deemed to be no longer a member of the subscriber's family in matters to which this Schedule relates, unless the subscriber subse- |
| | | quently cancels formally in writing her notification excluding him.<br><br>Note 1- "Children" means legitimate children.<br><br>Note 11-An adopted child shall be considered to be a child when the Registrar, or if any doubt arises in the mind of the Registrar, the law Officer or the Institute, is satisfied that under the personal law of the subscriber, adoption is legally recognised as conferring the status of a natural child, but in this case only.<br><br>"Foreign service" means service in which an employee of the Institute receives his substantive pay with the sanction of the Board from any source other than the fund of the Institute;<br><br>(vi) "Fund" means the Contributory Provident Fund of the Institute;<br><br>(vii) "Leave" means any variety of leave provided for in Schedule, 'D' as may be applicable to the subscriber;<br><br>(viii) "Pay" means the amount drawn monthly by an employee of the Institute as-<br><br>(i) the pay, other than special pay or pay granted in view of his personal qualifications, which has been sanctioned for a post held by him substantively or in an officiating capacity;<br><br>(ii) special pay and personal pay, and<br><br>(iii) any other remuneration which may be specially classed as pay by the Board; |

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| | | (ix) "Subscription" means the amount paid by the subscriber and "contribution" means the amount contributed by the Institute.<br><br>(ix) "Year" means a financial year<br><br>**Constitution and Management of the Fund** |
| Amended as per Min. of Edu. Letter No. F. 11-5/68-T.6 dt. 6-5-1969 (effective from 3-5-1969) | | 3. (1) The Fund, which shall be maintained in rupees shall be constituted with subscriptions paid by the subscribers and contributions made by the Institute and shall include interest paid to the credit of the account of the subscribers under sub-paragraph (1) of paragraph 10. |
| | | (2) The management of the Fund is vested in the Board. Subject to the control and direction of the Board, the Director shall administer the Fund for and on behalf of the Board.<br><br>(3) The Fund shall be deposited, in the name of the Fund, with the State Bank of India. The deposits shall be made as soon as possible after the monthly accounts are closed. |
| Amended as per Min. of Edu. Letter No. F J. 11011/7/77 dt. 20.7.1979 (effective from 25-6-1979) | | (4) The Institute may invest such part of the funds, as may be considered expedient, in the Government securities/certificates, negotiable Government guaranteed bonds, and in such deposits schemes of the Central Government as may be notified in this regard from time to time, the interest or profit realized on such investments being credited to the Institute as Miscellaneous receipts. All investments and securities shall be held in the name of the Institute. |
| | 4. | **Nomination**<br><br>(1) A subscriber shall, at the lime of joining the Fund, send to the Registrar a nomination, conferring on one or more persons the right to receive the amount that may stand to his credit in the Fund, in the event of his death before that amount has become payable, or having become payable has not been paid;<br><br>Provided that if, at the time of making the nomination the subscriber has a family, the nomination shall not be in favour of any person or persons other than the members of his family.<br><br>Provided further that the nomination made by the subscriber in respect of any other Provident Fund to which he was subscribing before joining the Fund, shall, |

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| Amended as per Min. of Edu. Letter No. F-11-1/66-T.6 dt. 1/3-2-1967 | | if the amount to his credit in such other fund has been transferred to his credit in this Fund, be deemed to be a nomination duly made under this rule until he makes a nomination in accordance with this sub-para.<br><br>*Note :-* In this rule, unless the context otherwise requires, "Person" or "persons" shall include a company or association or body of individuals, whether incorporated or not.<br><br>(2) If a subscriber nominates more than one person under sub-para (1), he shall specify in the nomination the amount or share payable to each of the nominees in such manner as to cover the whole of the amount that may stand to his credit in the Fund at any time.<br><br>(3) Every nomination shall be in such one of the forms set forth in Appendix 11 as is appropriate in the circumstances. |
| | | (4) A subscriber may, at any time, cancel his nomination by sending a notice in writing to the Registrar.<br><br>Provided that the subscriber shall along with such notice send a fresh nomination made in accordance with the provisions of this para.<br><br>(5) A subscriber may provide in a nomination-<br><br>(a) in respect of any specified nominee that in the event of his nominee predeceasing the subscriber, the right conferred upon that nominee shall pass to such other person as may be specified in the nomination.<br><br>Provided such other persons shall, if the subscriber has other members of his family, be such other member, or members. Where the subscriber confers such a right on more than one person under this clause, he shall specify the amount or share payable to each of such persons in such a manner as to cover the whole of the amount payable to the nominee.<br><br>(b) that the nomination shall become invalid in the event of the happening of a contingency specified therein; provided that if at the time of making the nomination the subscriber has no family, he shall provide in the nomination that it shall become invalid in the event of his subsequently acquiring a family. |

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| | | Provided further that if at the time of making the nomination the subscriber has only one member of the family, he shall provide in the nomination that the right conferred upon the alternate nominee under clause (a) shall become invalid in the event of his subsequently acquiring other member or members in his family.<br><br>(6) Immediately on the death of a nominee in respect of whom no special provision has been made in the nomination under clause (a) of sub-para (5) or an the occurrence of any event by reason of which the nomination becomes invalid in pursuance of clause (b) of sub-para (5) or the proviso thereto, the subscriber shall sand to the Registrar a notice in writing cancelling the nomination together with a fresh nomination made in accordance with the provisions of this para.<br><br>(7) Every nomination made and every notice of cancellation given by a subscriber shall, to the extent that it is valid, take effect, on the date on which it is received by the Institute.<br><br>(8) An up-to-date register shall be maintained by the Institute to record all nominations. |
| | | **Subscriber's Accounts**<br><br>5. An account shall be opened in the name of each subscriber in the form set forth in Appendix Ill, in which shall be shown<br>(i ) the subscriber's subscriptions;<br>(ii) contributions made under para 9 by the Institute to his account;<br>(iii) interest, as provided by para 10, on subscription;<br>(iv) interest, as provided by para 10, on contributions; and<br>(v) advances and withdrawals from his account.<br><br>**Conditions and Rates of Subscriptions**<br><br>6. (1) Every subscriber shall subscribe monthly to the fund when on duty or on foreign service but not during a period of suspension. Provided that a subscriber on reinstatement after a period passed under suspension shall be allowed the option of paying in one sum, or in installments, any sum not exceeding the maximum amount of arrears of subscriptions permissible for that period.<br><br>(2) A subscriber may, at his option, not subscribe during leave other than leave on average pay or earned |

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| | | leave of less than 30 days duration by sending a notice in writing to the Registrar before or soon after proceeding on leave.<br><br>Failure to make due and timely intimation shall be deemed to constitute an election to subscribe.<br><br>The option of a subscriber intimated under this sub-para shall be final.<br><br>(3) A subscriber who has, under para 29, withdrawn the amount of subscriptions and interest thereon, shall not subscribe to the Fund after such withdrawal, unless he returns to duty.<br><br>7. (1) The amount of subscription shall be fixed subject to the following conditions .-<br><br>(a) It shall be expressed in whole rupees (50 naye Paise and above counting as the next higher rupee).<br>(b) It may be any sum, not less than 8-1/3% of emoluments of the subscriber and not more than his emoluments.<br>(2) For the purposes of clause (b) of sub-para (1) the emoluments of a subscriber shall be--<br>(a) in the case of a subscriber who was in permanent service of the Institute on the 31st March of the preceding year, the emoluments to which he was entitled on that date. |
| | | (b) in the case of a subscriber who was not in permanent service of the Institute on the 31st March of the preceding year, the emoluments to which he was entitled on the first day of his permanent service.<br><br>(3) The amount of subscription so fixed may be enhanced or reduced only once during the course of a year.<br>Provided that if a subscriber is on duty for a part of a month and on leave for the remainder of the month and if he has elected not to subscribe during the leave the amount of subscription payable shall be proportionate to the number of days spent on duty in the month.<br><br>(4) When a subscriber is temporarily transferred to foreign service (elsewhere) or sent out of India, he shall remain, subject to the provisions contained in this |

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| | | Schedule in the same manner as if he were not so transferred or sent out.<br><br>**Realisation of Subscriptions**<br><br>8. (1) When emoluments are drawn from the Funds of the Institute, recovery of subscriptions on account of these emoluments and of the principal and interest of advances shall be made from the emoluments themselves.<br>(2) When emolument are drawn from any other source, the subscriber shall forward his dues monthly to the Institute.<br><br>**Contributions by the Institute**<br><br>9. (1) The Institute shall, with effect from the 31st March, of each year, make a contribution to the account of each subscriber.<br>Provided that if a subscriber quits the service or dies during a year, contribution shall be credited to his account, for the period between the close of the preceding year and the date of the casualty.<br>Provided further that no contribution shall be payable in respect of any period for which the subscriber is permitted under this Schedule not to, or does not, subscribe to the Fund.<br>(2) The contribution shall be a sum representing 8-1/3 % of the emoluments of the subscriber, drawn on duty during the year or for a period iii the year as the case may be.<br><br>(3) Should a subscriber elect to subscribe during leave, his leave salary shall, for the purpose of this rule, be deemed to be emoluments drawn on duty. |
| | | (4) The amount of any contribution payable in respect of a period of foreign service shall, unless it is recovered from the employer, be recovered by the Institute from the subscriber.<br><br>(5) The amount of contribution payable shall be rounded to the nearest whole rupee (50 naye paise and above counting as the next higher rupee).<br><br>**Interest**<br><br>10. (1) The Institute shall pay to the credit of the account of a subscriber interest at such rate as the Central Government may, from time to time, prescribe in |

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| | | the case of their employees.<br><br>(2) Interest shall be credited with effect from the 31st March of each year in the following manner :<br><br>[i] on the amount at the credit of a subscriber on the 31st March of the preceding year, less any sums with- drawn during the current year-interest for twelve months;<br>[ii] on sums withdrawn during the current year interest from the 1st April of the current year up to the last day of the month preceding the month of withdrawal,<br>[iii] on all sums credited to the subscriber's account after the 31st March of the preceding year-interest from the date of deposit upto the 31st March of the current year;<br>[iv] the total amount of interest shall be rounded to the nearest rupee in the manner provided in sub-para (5) of pare (9):<br><br>Provided that when the amount standing at the credit of a subscriber has become payable, interest shall thereupon be credited under this sub-para in respect only of the period from the beginning of the current year or from the date of credit as the case may be up to the date on which the amount standing at the credit of the subscriber becomes payable.<br><br>(3) For the purpose of this para the date of credit shall be deemed to be the first day of the month in which it is credited.<br><br>Provided that where there has been a delay in the drawer of pay or leave salary and allowances of a subscriber and consequently in the recovery of his subscription towards the Fund, the interest on such subscriptions shall be payable from the month in which the pay or leave salary of the subscriber was due, irrespective of the month in which it was actually drawn. |
| | | (4) In all cases interest will be paid in respect of balance at the credit of a subscriber up to the close of the month preceding that in which payment is made or up to the end of sixth month after the month in which such amount became payable whichever of these periods be less.<br><br>(5) Subject to the provisions of sub-para (4) no interest shall be paid in respect of any period after the date which the Registrar has intimated to that person or his |

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| | | agent as the date on which he is prepared to make payments.<br><br>**Advances from the Fund**<br><br>11. A temporary advance may be granted to a subscriber from the amount standing to his credit in the Fund at the discretion of the authority specified in para 12 subject to the following conditions'.<br><br>(a) No advance shall be granted unless the sanctioning authority is satisfied that the applicant's pecuniary circumstances justify it, and that it will be expended on the following object or objects and not otherwise;<br><br>(aa) The sanctioning authority may, in special circumstances, sanction the payment to any subscriber of an advance if he is satisfied that the subscriber concerned requires the advance for reasons other than those mentioned in Clause (a).<br><br>(i) to pay expenses in connection with the prolonged illness or confinement of the applicant or any person actually dependent on him;<br>(ii) to pay for the overseas passage for reasons of health or education of the applicant or any person actually dependent on him;<br>(iii) to pay obligatory expenses on a scale appropriate to the applicant's status in connection with marriages, funerals or ceremonies which by religion it is incumbent on him to perform;<br>(iv) to pay for expenses outside India in connection with the education, beyond high school stage, of the applicant or any person actually dependent on him;<br>(v) to pay for expenses of the applicant or any person actually dependent on him in connection with any medical, engineering or other technical or specialised course or other general higher education in India beyond the high school stage; |
| Amended as per Min. of. Edu. Letter No. F. 11-1/70-T.6 dt. 29-6-1971 (Effective from 22-6-1971)<br><br>Amended as per Min. of Edu. Letter No. F. 21-3/65-T.6 dt. 10-1-1969 (Effective from 8-1-1969)<br><br>Amended as per Min. of Edu. Letter No. F. 24-3/65-T.6 dt 10-1-1969 (Effective from 8-1-1969) | | |
| | | Provided that the duration of the course of study is not less than three years;<br>(vi) to meet the cost of his defence where the subscriber is prosecuted by the Government or Institute in any court of law or where the subscriber engages any legal practitioner to |

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| | | defend him in an enquiry in respect of any alleged official misconduct an his part;<br><br>(vii) to meet the cost of legal proceedings instituted by the subscriber for vindicating his position in regard to any allegations made against him in respect of any act done or purporting to have been done by him in the discharge of his official duty.<br><br>(viii) to meet the cost of a plot or construction of a house or a ready built flat for his residence or to make any payment towards the allotment of a plot or a ready built flat by a State Housing Board or House Building Cooperative Society.<br><br>*Note*:- An advance under sub-clause (vi) above shall be available to the applicant in addition to any advance admissible for the same purpose from any other Government source but the advance under the said sub-clause shall not be admissible to a subscriber either in respect of any legal proceedings instituted by him in any court of law against the Government/Institute as regards any penalty imposed on him or any condition of service or in respect of any legal proceedings in regard to any matter unconnected with his official duties.<br><br>(b) An advance shall not, except for special reasons, exceed three months' pay, and shall in no case exceed the amount of subscription and interest thereon standing to the credit of the subscriber in the Fund.<br><br>(c) An advance shall not, except for special reasons, be granted until after the final repayment of all previous advances together with interest thereon have elapsed.<br><br>(d) The sanctioning authority shall record in writing the special reasons where advance is sanctioned for such reasons.<br><br>(e) An application for temporary advance from the Fund shall be submitted in the Form set forth in Appendix IV. |
| Inserted vide Min. of Edu. Letter No. F.11-3/80-T.6 dt. 24-3-1982 (Effective from 15.3.1982) | | |
| Amended as per Min. of Edu. Letter No. F. 24-7/65-T-6 dt. 16-10-1968 (Effective from 18-9-1968) | | 12. (1) A temporary advance from the Fund to the subscribers other than the Director will be sanctioned by the Director, who may, at his discretion, delegate this work to the Deputy Director and the Registrar. |

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| | | (2) A temporary advance from the Fund to the Director shall require the sanction of the Chairman.<br><br>13. (1) An advance shall he recovered from the subscriber in such number of equal monthly installments as the sanctioning authority may direct; but such number shall not be less than twelve unless the subscriber so elects, or in any case more than twenty-four.<br><br>A subscriber may, at his option, make repayment in a smaller number of instalments than that prescribed. Each installment shall be a number of whole rupees, the amount of the advance being raised or reduced, if necessary, to admit of the fixation of such instalments.<br><br>(2) Recovery shall be made in the manner provided in paragraph 8 for the realisation of subscription and shall commence with the issue of pay for the month following the one in which the advance was drawn.<br><br>Recovery shall not be made, except with the subscriber's consent while he is on leave or in receipt of subsistence grant and may be postponed by the sanctioning authority during the recovery of the advance of pay granted to the subscriber.<br><br>(3) If more than one advance has been made to a subscriber, each advance shall be treated separately for the purpose of recovery.<br><br>(4) After the principal of the advance has been fully repaid, interest shall be paid thereon at the rate of one-fifth per cent of the principal for each month or broken portion of month during the period between the drawal and complete repayment of the principal.<br><br>(5) Interest shall ordinarily be recovered in one installment in the month after complete repayment of the principal; but if the period referred to in sub-para (4) exceeds twenty months, interest may, if the subscriber so desires be recovered in two equal monthly installments. The method of recovery shall be that provided in sub-para (2). Payment shall be rounded to the nearest rupee in the manner provided in sub-para (5) of para 9.<br><br>(6) Recoveries made under this rule shall be credited as they are made to the account of the subscriber in the Fund. |

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| Scheduled as per Min. of Edu. Letter No. F. 11-3/80-T.6 dt. 24.3.1982 (Effective from 15.3.1982) | | **Withdrawal from the Fund**<br><br>14. Subject to the conditions specified hereunder, in the case of withdrawal made by the Director from the Fund may be sanctioned by the Chairman and by the Director in any other case at any time;<br><br>(A) after the completion of twenty years of service (including broken periods of service, if any) of a subscriber or within ten years before the date of his retirement on superannuation, whichever is earlier from the amount of subscription and interest thereon standing to the credit of the subscriber in the Fund for one or more of the following purposes, namely:<br><br>(i) for meeting the cost of higher education, including where necessary, the travelling expenses of the subscriber or any child of the subscriber in the following cases namely:-<br><br>(a) for education outside India for academic, technical, professional or vocational courses beyond the High School stage; and…<br><br>(b) for any medical, engineering for other technical or specialised course in India beyond the High School stage;<br><br>(ii) for meeting the expenditure in connection with the betrothal/marriage of the subscriber or his sons or daughters, and any other female relation actually dependent on him;<br><br>(iii) for meeting the expenses in connection with the illness including where necessary, the travelling expenses, of the subscriber and members of his family or any person actually dependent on him;<br><br>(B) after the completion of fifteen years of service, (including broken period of service if any) of a subscriber or within ten years before the date of his retirement on superannuation, whichever is earlier, from the amount standing to his credit in the Fund for one or more of the following purposes, namely:-<br><br>(i) for constructing or acquiring a suitable house or a ready built flat for his residence including the cost of the land;<br>(ii) for repaying an outstanding amount on account of loan expressly taken for constructing or acquiring |

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| | | a suitable house or a ready built flat for his residence;<br>(iii) for purchasing a plot of land for constructing a house thereon for his residence or repaying any outstanding amount on account of loan expressly taken for this purpose; |
| | | (iv) for reconstructing or making additions or alterations to a house or a ready built flat already owned or acquired by the subscriber;<br><br>(v) for renovating, making additions or alterations or upkeep of an ancestral house at a place other than the place of duty or to a house built with the assistance of loan from Government at a place other than t e Place of duty;<br><br>(vi) for constructing a house on a plot of land purchased under clause (c).<br><br>(C) Within six months before the date of the subscriber's retirement, from the amount standing to his credit in the fund for the purpose of acquiring a farm land or business premises or both.<br><br>15. (1) Any sum withdrawn by a subscriber at any one time for one or more of the purposes specified in para 14 from the amount standing to his credit in the Fund shall not ordinarily exceed one-half of the amount of subscriptions and interest thereon standing to the credit of the subscriber in the Fund or 6 months' pay, whichever is less. The sanctioning authority may, however, sanction the withdrawal of an amount in excess of this limit up to the credit of the subscriber having due regard to (i) the object for which the withdrawal is being made (ii) the status of the subscriber and (iii) the amount of subscriptions and interest thereon standing to the credit of the subscriber in the Fund.<br><br>(2) A subscriber who has been permitted to withdraw money from the Fund under para 14 shall satisfy the sanctioning authority within a reasonable period as may be specified by that authority that the money has been utilised for the purpose for which it was withdrawn and if he fails to do so, the whole of the sum so withdrawn, or so much thereof as has not been applied for the purpose for which it was withdrawn shall forthwith be repaid in one lump sum together with interest thereon at the rate determined under para 10 by the subscriber to the Fund and in default of such payment it shall be ordered by the sanctioning |

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| Amended as per Min. of Edu. Letter No. F.24-3/55-T.6 dt. 10.1.1969 (Effective from 8.1.1969) | | authority to be recovered from his emoluments either in a lump sum or in such number of monthly installments, as may be determined by the Institute.<br><br>16. A subscriber who has already drawn or may draw in future an advance under para 11 for any of the purposes specified in clauses (a), (b) & (c) of sub-para (1) of para 14 may convert, at his discretion by written request addressed to the Accounts Officer through the |
| | | sanctioning authority tile balance outstanding against it into a final withdrawal on his satisfying the conditions laid down in paras 14 & 15.<br><br>**Payments towards Insurance Policies and Family Pension Funds**<br><br>17. On written application from a subscriber to the Fund and subject to the conditions contained in paras 18 to 25:<br><br>(a) (i) subscriptions to a family pension Fund and<br>(ii) payments towards an insurance policy may be substituted for the whole or part of subscriptions to the Fund;<br>(b) the amount of subscriptions with interest thereon standing to the credit of a subscriber in the Fund may be withdrawn to meet-<br>(i) payments towards an insurance policy;<br>(ii) purchase of a single payment insurance policy;<br>(iii) payment of a single premium or subscriptions to family, pension fund.<br><br>Provided that both in respect of (a) and (b) the family pension is (i) approved by the Board; and (ii) insurance policy is such as may be legally assigned by the subscriber himself in favour of the Institute and is so assigned by him and is delivered to the Registrar as a security against payment made from the Fund.<br><br>18. (1) An insurance policy effected by the subscriber himself on his own life or on the joint fives of the subscriber and his wife which shall be deemed to be a policy on the life of the subscriber himself, may be accepted for assignments in favour of the Institute.<br><br>(2) A policy which has been assigned to the subscriber's wife shall not be accepted unless either the policy is first re-assigned to the subscriber or the subscriber and his wife both join in an appropriate assignment. |

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| | | (3) An insurance policy shall be assigned to the institute by means of an endorsement made on the policy itself in Form (1) or Form (2) or Form (3) of the Forms given in Appendix V according as the policy is on the life of the subscriber or on the joint lives of the subscriber and his wife or the policy has previously been assigned to the subscriber's wife.<br><br>(4) Notice of assignment of a policy shall be given by the subscriber to the insurance Company, and the acknowledgement of |
| | | the notice by the Insurance Company shall be sent to the Registrar within three months of the date of assignment.<br><br>(5) Where an insurance Policy has been assigned to the Institute the Registrar shall satisfy himself by referring to the Insurance Company, where possible that no prior assignment of the policy exists.<br><br>19. (1) Except in the cases of the Hindu Family (Pension) Annuity Fund and the Postal life Assurance Policies in respect of which subscriptions or premiums which are paid by the Institute will not make any payment on behalf of subscribers to Insurance Companies nor take steps to keep a policy alive.<br><br>(2) A subscriber who desires to substitute his Fund subscriptions in whole or part for payment to a Family Pension Fund or Insurance under clause (1) of para 17 may reduced his subscription to the Fund within its limits:<br><br>Provided that except in the cases of subscriptions or premiums mentioned in sub-para (1) the subscriber shall send to the Registrar, within a period of two months from the date of payment, receipt or certified copies of receipts in order, to satisfy that the amount by which the subscription to the Fund has been reduced was duly applied for the purposes specified in clause (a) of para 17.<br><br>(3) A subscriber who desires to withdraw any amount under clause (b) of para 17 within limit of his subscription in the Fund shall make arrangements with the Registrar for the withdrawal of the amount to be paid from his subscription in the Fund. |

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| | | Provided that the subscriber shall send to the Registrar, within a period of two months from the date of payment,' receipts or certified copies of receipts in order to satisfy that the amount withdrawn was duly applied for the purposes specified in clause (b) of para 17.<br><br>(4) Any amount withdrawn under clause (a) or (b) or para 17 shall be paid in whole rupees rounded to the nearest rupee in the manner provided in sub-para (5) of para 9.<br><br>20. (1) If the total amount of any subscriptions or payments substituted under clause (a) of 17 is less than the amount of minimum subscription payable to the Fund under para 7, the difference should be rounded off to the nearest rupee in the manner provided in sub-para (5) of para 9 and Paid by the subscriber as a subscription to the Fund. |
| | | (2) If the subscriber withdraws any amount standing to his credit in the Fund for any of the purposes specified in clause (b) of para 17, he shall continue to pay to the Fund the subscriptions payable under para 7.<br><br>21. Once an Insurance Policy has been accepted for the purposes of being financed from the Fund, the terms of the Policy shall not be altered nor shall the Policy be exchanged for another Policy without the prior consent of the Director. Further the premium of life Insurance Policies assigned under this provision shall not be payable otherwise than annually.<br><br>22. The subscriber shall not during the currency of the Policy draw any bonus the drawal of which during such currency is optional under the terms of the policy and the amount of any bonus which under the terms of the policy the subscriber has no option to refrain from drawing during its currency shall be paid forthwith into the Fund by the subscriber or in default Recovered by reduction from his emoluments by installments or otherwise as the Board may direct,<br><br>23. (1) Save as provided in sub-para (2) of para 25 when the subscriber :-<br>(a) quits the service, or<br>(b) has proceeded on leave preparatory to retirement and applies to the Institute for re-assignment or return of the Policy, or<br>(c) while on leave, has been permitted to retire or |

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| | | declared by competent medical authority to be unfit for further service and applies to the Institute for reassignment or return of Policy, or<br>(d) pays or repays to the Fund the whole of any amount withheld or withdrawn from the Fund for any of the purposes mentioned in sub-clause (ii) of clause (a) of para 17 and sub-clauses (i) and (ii) of clause (b) of para 17 with interest thereon at the rate provided in para 10.<br>the Registrar shall, if the policy has been assigned in favour of the Institute under para 18 re-assign the policy in the first Form set forth in Appendix VI to the subscriber, or to the subscriber, and the joint assured, as the cases may be, and make it over to the subscriber, together with a signed notice of the re-assignment addressed to the Insurance Company.<br><br>(2) Save as provided by sub-para (2) of para 25, when the subscriber dies before quitting the service, the Registrar shall re- |
| | | assign the policy in the Second Form set forth in Appendix V] to such person as may be legally entitled to receive it, and shall make over the policy to such person together with a signed notice of the reassignment addressed to the Insurance Company.<br><br>24. If a policy assigned in favour of the Institute under para 18 matures before the subscriber quits the service, or if a policy an the joint fives of a subscriber and his wife, assigned under the said para fails due for payment by reason of the wife's death, the amount of the policy shall, on realisation, be credited to the Fund of the subscriber.<br><br>25. (1) If the interest of the subscriber in the family pension fund ceases in whole or part from any cause whatsoever, the provident fund account of the subscriber shall forthwith be reimbursed by the amount of the refund, if any, secured by the subscriber from the family pension fund which amount shall, in default of reimbursement, be deducted from the subscriber's emoluments by installments or otherwise, as the Board may direct.<br><br>(2) If the Institute receives notice of--<br>(a) an assignment (other than an assignment in favour of the Institute under para 18) or<br>(b) a charge of encumbrance on, or<br>(c) an order or a court restraining dealings with the policy or any amount realised thereon, the |

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| | | Registrar shall not-<br>(i) re-assign or make over the policy as provided in para 23,<br>(iii) realise the amount assured by the policy, as provided<br>(iv) in para 24, but shall forthwith refer the matter to the Boa rd.<br><br>26. Notwithstanding anything contained in this schedule, if the sanctioning authority is satisfied that money withheld or withdrawn from the Fund under clause (a) or clause (b) of para 1 71 has been utilised for a purpose other than that for which sanction was given to the withholding or withdrawal of the money from the Fund, the amount in question, shall, with interest at the rate provided in para 10, forthwith be paid by the subscriber to the Fund, or in default, be ordered to be recovered by deduction in one sum from the emoluments of the subscriber, even if he be on leave. If the total amount to be paid is more than one-half the subscriber's emoluments, recoveries shall be made in monthly installments of his emoluments till the entire amount recoverable is paid by him.<br><br>Note -The term 'emoluments' as used in this rule does not include subsistence grant. |
| | | **Restrictions of the provisions relating to Financing of Policies**<br><br>27. The provisions contained in paragraphs 17 to 26 shall apply only to subscribers who, before the date from which the Statutes come into force, have been substituting in whole or in part, payments towards policies of life insurance for subscriptions to the Fund or making withdrawals from the Fund for such payments :<br><br>Provided that such subscribers shall not be permitted to substitute such payments for subscriptions due to the Fund or to withdraw from the Fund for making such payments in respect of any new policy.<br><br>**Circumstances in which Accumulations are Payable**<br><br>28. When a subscriber quits the service, the amount standing to his credit in the Fund shall, subject to any deduction under para 31, become payable to him :<br><br>Provided that a subscriber, who has been dismissed from the service and is subsequently reinstated in the |

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| | | service, shall, if required to do so by the Institute, repay any amount paid to him from the Fund in pursuance of this para with interest thereon at the rate provided in para 10 in the manner provided in the proviso to para 29. The amount so repaid shall he credited to his account in the Fund, the part which represents his subscriptions and interest thereon, and the part which represents the Institute contribution with interest thereon being accounted for in the manner provided in para 5.<br><br>29. When a subscriber-<br>(a) has proceeded on leave preparatory to retirement or if he is employed in a vacation department, on leave preparatory to retirement combined with vacation, or<br><br>(b) while on leave, has been permitted to retire or declared by competent medical authority to be unfit for further service, the amount of subscriptions and interest thereon standing to his credit in the Fund shall, upon application made by him in that behalf to the Director, become payable to the subscriber.<br><br>Provided that the subscriber, if he returns to duty, shall, if required to do so by the Institute, repay to the Fund, for credit to his account, the whole or part of any amount paid to him from the Fund in pursuance of this rule, with interest thereon at the rate provided in para 10, in cash or securities, or partly in cash and partly in securities, by installments or otherwise, as the Institute may direct. |
| | | 30. Subject to any deduction under para 31, on the death of a subscriber before the amount standing to his credit has become payable or where the amount has become payable, before payment has been made.<br><br>(i) when the subscriber leaves a family -<br><br>(a) if a nomination made by the subscriber in accordance with the provisions of para 4 in favour of a member or members of his family subsists, the amount standing to his credit in the Fund or the part thereof to which the nomination relates, shall become payable to his nominee or nominees in the proportion specified in the nomination.<br>(b) If no such nomination in favour of a member or members of the family of the subscriber subsists, or if such nomination relates only a part of the amount standing to his credit in the Fund, the |

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| | | whole amount or the part thereof to which the nomination does not relate, as the case may be, shall notwithstanding any nomination purporting to be in favour of any persons other than a member or members of his family, become payable to the member of his family in equal shares:<br><br>Provided that no share shall be payable to -<br><br>(1) sons who have attained majority;<br>(2) sons of a deceased son who have attained majority;<br>(3) married daughters whose husbands are alive;<br>(4) married daughters of a deceased son whose husbands are alive if there is any member of the family other than those specified in clause (1), (2), (3) and (4)<br><br>Provided also that the widow or widows and the child or children of a deceased son shall receive between them in equal parts only the share which that son would have received if he had survived the subscriber and had been exempted form the provisions of clause (1) of the proviso:<br><br>Note: (i) Any sum payable under these rules to a member of the family of a subscriber vests in such member under subsection (2) of Section 3 of the Provident Funds Act, 1925.<br><br>(iii) When the subscriber leaves no family if a nomination made by him in accordance with the provisions of para 4, in favour of any person or persons subsists, the amount standing to his credit in the Fund or the part thereof to |
| | | which the nomination relates, shall become payable to his nominee or nominees in the proportion specified in the nomination.<br><br>Note: - When a nominee is a dependent of the subscriber as defined in clause (c) of Section 2 of the Provident Funds Act, 1925, the amount vests in such nominee under sub-section (2) of Section 3 of that Act.<br><br>When the subscriber leaves no family and no nomination made by him in accordance with the provisions of para 4 subsists, or if such nomination relates only to part of the amount standing to his credit in the Fund, the relevant provisions of clause () and of sub clause (ii) of clause (c) of |

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| Inserted as per Min. of Edu. Lett No. F. 16-24/78-T.6 dt. 1-3-1979 (Effective from 1-8-1979) | | sub-section (1) of Section 4 of the Provident Funds Act, 1925, are applicable to the whole amount or the part thereof to which the nomination does not relate.<br><br>**30. (A) Deposit Linked Insurance Scheme**<br><br>On the death of a subscriber, the person entitled to receive the amount standing to the credit of the subscriber shall be paid by the Accounts Officer an additional amount equal to the average amount of subscription and interest thereon at the credit in the account during the 3 years immediately preceding the death of such subscriber, subject to the conditions that -<br><br>(a) the balance representing subscription with interest thereon at the credit of such subscriber shall not at any time during the 3 years preceding the month of death have fallen below the limits of<br><br>(i) Rs. 4000/- in the case of a subscriber who has held, for the greater part of the aforesaid period of three years, a post the maximum of the pay scale of which is Rs. 1300/- or more,<br><br>(ii) Rs. 2500/- in the case of a subscriber who held, for the greater part of the aforesaid period of three years, a post the maximum of the pay scale of which is Rs. 900/- or more but less than Rs. 1300/-<br><br>(iii) Rs. 1500/- in the case of a subscriber who has held, for the greater part of the aforesaid period of three years, a post the maximum of the pay scale of which is Rs. 291/- or more but less than Rs. 900/-,<br><br>(iv) Rs. 1000/- in the case of subscriber who has held, for the greater part of the aforesaid period of three years, a post the maximum of the pay scale of which is less than Rs. 291/-. |
| | | (b) the additional amount payable under this rule shall not exceed Rs. 10,000/-,<br><br>(c) the subscriber has put in at least 5 years service at the time of his death.<br><br>Note 1: The average balance shall be worked out on the basis of the balance at the credit of the subscriber at the end of each of the 36 months preceding the month in which the death occurs. For this purpose, |

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| | | as also for checking the minimum balances prescribed above -<br><br>(a) the balance at the end of March shall include the annual interest on subscription credited in terms of paragraph 10 and<br><br>(b) if the last of the aforesaid 36 months is not March, the balance at the end of said last month shall include interest on subscription in respect of the period from the beginning of the financial year in which death occurs to the end of the last month.<br><br>Note 2: Payments under this scheme should be in whole rupees. If an amount due includes a fraction of a rupee, it should be rounded to the nearest rupee, (50 paise counting as the next higher rupee).<br><br>Note 3: Any sum payable under this scheme is in the nature of insurance money and, therefore, the statutory protection given by section 3 of the Provident Funds Act, 1925 (Act 19 of 1925) does not apply to sums payable under this scheme.<br><br>Note 4: This scheme also applies to those subscribers to the Fund who are transferred to an autonomous organisation consequent upon conversion of a Government Department into such a body and who, on such transfer, opt, in terms of option given to them, to subscribe to this Fund in accordance with these rules.<br><br>Note 5: (a) In case of an employee or the Institute who has been admitted to the benefits of the Fund under Statute 16 (2)/Statute 16A (1) but dies before completion of three years service or, as the case may be five years service form the date of his admission to the Fund, that period of his service under the previous employer in respect whereof the amount of his subscriptions and the employer's contribution, |
| | | if any together with interest have been received, shall count for purposes of clause (a) and clause (c).<br><br>(b) In case of persons appointed on tenure basis and in the case of re-employed pensioners, service rendered from the date of such appointment or re-employment, as the case may be, only will count for purposes of this rule. |

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| | | |
|---|---|---|
| | | (c) This Scheme does not apply to persons appointed on contract basis.<br><br>Note 6: The budget estimates of expenditure in respect of this scheme will be prepared by the Accounts Officer responsible for maintenance of the accounts of the Fund having regard to the trend of expenditure in the same manner as estimates are prepared for other retirement benefits.<br><br>**Deductions**<br><br>31. Subject to the conditions that no deduction may be made which reduces the credit by more than the amount of any contribution by the Institute with interest thereon credited under paras 9 and 10, before the amount standing to the credit of a subscriber in the Fund is paid out of the Fund, the Board may direct the deduction therefore and payment to the Institute of,<br><br>(a) any amount, if a subscriber has been dismissed from the service for grave misconduct:<br><br>Provided that, if the order of dismissal is subsequently cancelled the amount so deducted shall on his reinstatement in the service, be replaced at his credit in the Fund;<br><br>(b) any amount, if a subscriber resigns his employment with the Institute within five years of the commencement thereof otherwise than by reason of superannuation or a declaration by competent medical authority that he is unfit for further service;<br><br>(c) any amount due under a liability incurred by the subscriber to the Institute.<br><br>32. (1) (a) When the amount standing to the credit of a subscriber in the fund or the balance thereof after any deduction under para 31 becomes payable, it shall be the duty of the Registrar, after obtaining the sanction of the Director and after satisfying himself, when no such deduction has been directed under that para no deduction is to be made, to make the payment as provided in Section 4 of the Provident Fund Act 1925. |
| Amended as per Min. of Edu. Letter No. F. 11B/78-T.6 dt.7.6.1980 (Effective from 3-6-1980)<br><br>Amended as per Min. of Edu. Letter No. F. 24-7/65-T.6 dt. 16.10.1968 (Effective from 18-9-1968) | | |
| | | (c) In the case of final payment to the Director from the Contributory Provident Fund, the competent authority to sanction the payment shall be the Chairman, Board of Governors. |

(2) If the person to whom, under this schedule, any amount or policy is to be paid, assigned, re-assigned or delivered is a lunatic for whose estate a manager has been appointed in this behalf, the payment or re-assignment or delivery will be made to such manager appointed under the provisions of the Indian lunacy Act, 1912 and not to the lunatic.

(3) Any person who desires to claim payment under this para shall send a written application in that behalf to the Director. Payment of amounts withdrawn shall be made in India only. The persons to whom the amounts are payable shall make their own arrangements to receive payment in India.

Note : When the amount standing to the credit of a subscriber has become payable under para 28, 29 or 30, the Institute shall make arrangement for prompt payment of that portion of the amount standing to the credit of a subscriber in regard to which there is no dispute or doubt, the balance being adjusted as soon after as may be.

Provisional

**Procedure**

33. Accumulations in the Fund of which payment has not been taken within six months after they become payable under this schedule shall be transferred to "Deposits" after the 31st March of the year and treated under the provisions relating to deposits.

34. When paying a subscription in India either by deduction from emoluments or in cash, a subscriber shall quote the number of his account in the Fund, which shall be communicated to him by the Accounts Officer. Any change in the number shall similarly be communicated to the subscriber by the Accounts Officer.

35. As soon as possible after the 31st March of each year and after the Fund accounts have been audited by the Audit Officer, the Accounts Officer shall send to each subscriber a statement of his account in the Fund in the Form set forth in Appendix VII showing the opening balance as on the 1st April of the year, the total amount of deposits during the year and the closing balance on that date.

| | | |
|---|---|---|
| | | The Accounts Officer shall attach to the statement of account an enquiry whether the subscriber- |
| | | (a) desires to make any alteration in any nomination made under para 4;<br><br>(b) has acquired a family (in cases where the subscriber has made no nomination in favour of a member of his family under the proviso to sub-para (1) of para (4).<br><br>(2) Subscribers should satisfy themselves as to the correctness of the annual statement, and errors should be brought to the notice of the Accounts Officer within three months from the date of receipt of the statement. If no intimation is received from the subscriber within this period it shall be assumed that he has accepted the statement.<br><br>(3) Where errors in the annual statement are brought to notice, it shall be the responsibility of the Accounts Officer to reconcile the same for settlement to the satisfaction of the subscriber. |

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## APPENDIX I

**[See Para 1(4)]**

## FORM OF DECLARATION

I ……. (the subscriber) a permanent employee of the Indian Institute of Technology at …….. do hereby declare that I have read the provisions governing the Contributory Provident Fund of the Indian Institute of Technology ……and agree to abide by them.

Dated this……. Day of……..

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Signature of Subscriber

Two witnesses to signature

1…….

2…….

## Appendix II

**[See para 4(3)]**

## FORMS OF NOMINATION

1. When the subscriber has a family and wishes to nominate one member thereof.

I hereby nominate the person mentioned below, who is a member of my family as defined in para 2 of the provisions governing the Contributory Provident Fund of the Indian Institute of Technology …… to receive the amount that may stand to my credit in the Fund, in the event of my death before that amount has become payable or having become payable, has not been paid.

| Name and address of the nominee | Relationship with Subscriber | Age | Contingencies on the happening of which the nomination shall become invalid | Name, address relationship of the person if any to whom the right of the nominee shall pass in the event of predeceasing the subscriber |
|---|---|---|---|---|
| | | | | |

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Dated this…….. day of ……

at……..

Two witnesses to signature Signature of subscriber

1……

2……

2. When the subscriber has a family and wishes to nominate more than one member thereof.

I hereby nominate the persons mentioned below, who are members of my family as defined in para 2 of the provisions governing the Contributory Provident Fund of the Indian Institute of Technology…….. to receive the amount has become payable, or having become payable has not been paid and direct that the said amount shall be distributed among the said persons in the manner shown below against their names:

| Name and address of the nominee | Relationship with Subscriber | Age | °Amount of share of accumulations | Contingencies on the happening of which the | Name, address relationship of the person if any to |
|---|---|---|---|---|---|

| | | | | | |
|---|---|---|---|---|---|
| | | | to be paid to each | nomination shall become invalid | whom the right of the nominee shall pass in the event of predeceasing the subscriber |
| | | | | | |

Dated this…….. day of ……
at……..

Two witnesses to signature
1……
2……

Signature of subscriber

Note: This column should be filled in so as to cover the whole amount that may stand to the credit of the subscriber in the Fund at any time.

3. When the subscriber has no family and wishes to nominate one person.

I, having no family as defined in para 2 of the provisions governing the Contributory Provident Fund of the Indian Institute of Technology,…… hereby nominate the person mentioned below to receive the amount that may stand to my credit in the Fund in the event of my death before that amount has become payable, or having become payable has not been paid:

| Name and address of the nominee | Relationship with Subscriber | Age | [o]Contingencies on the happening of which the nomination shall become invalid | Name, address relationship of the person, if any, to whom the right of the nominee shall pass in the event of predeceasing the subscriber |
|---|---|---|---|---|
| | | | | |

Dated this…….. day of ……
at……..

Two witnesses to signature
1……
2……

Signature of subscriber

[o]Note: Where a subscriber who has no family makes a nomination, he shall specify in this column that the nomination shall become invalid in the event of his subsequently acquiring a family.

4. When the subscriber has no family and wishes to nominate one person.

I, having no family as defined in para 2 of the provisions governing the Contributory Provident Fund of the Indian Institute of Technology,…… hereby nominate the person mentioned below to receive the amount that may stand to my credit in the Fund in the event of my death

before that amount has become payable, not been paid, and direct that the said amount shall be distributed among the said persons in the manner shown below against their names.

| Name and address of the nominee | Relationship with Subscriber | Age | [o]Amount of share of accumulations to be paid to each | [+]Contingencies on the happening of which the nomination shall become invalid | Name, address relationship of the person, if any, to whom the right of the nominee shall pass in the event of predeceasing the subscriber |
|---|---|---|---|---|---|
| | | | | | |

Dated this…….. day of ……

at……..

Two witnesses to signature Signature of subscriber

1……

2……

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[o]Note: This column should be filled in so as to cover the whole amount that may stand to the credit of the subscriber in the Fund at any time.

[+]Note: Where a subscriber who has no family makes a nomination shall become invalid in the event of his subsequently acquiring a family.

## APPENDIX III
## CONTRIBUTORY PROVIDENT FUND LEDGER
**(See Para 5)**

Account No……

Date of receipt of nomination……Name……..Designation……..Joined on…….

| YEAR : 19 -19 | | | | | | | | | | YEAR: 19 - 19 | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| SUBSCRIPTIONS | | | | | | | INSTITUTE'S CONT. | | | SUBSCRIPTIONS | | | | | | INSTITUTE'S CONT. | | | |
| Month | Emoluments | Subscriptions | Refunds of withdrawals | Total | Withdrawals | Monthly balance on which interest is calculated | ooo Please see below | Withdrawals | Remarks | Emoluments | Subscriptions | Refund of withdrawals | Total | Withdrawals | Monthly balance on which interest is calculated | ooo Please see below | Withdrawals | Remarks |
| April | | | | | | | | | | | | | | | | | | |
| May | | | | | | | | | | | | | | | | | | |
| June | | | | | | | | | | | | | | | | | | |
| July | | | | | | | | | | | | | | | | | | |
| August | | | | | | | | | | | | | | | | | | |
| September | | | | | | | | | | | | | | | | | | |
| October | | | | | | | | | | | | | | | | | | |
| November | | | | | | | | | | | | | | | | | | |
| December | | | | | | | | | | | | | | | | | | |
| January | | | | | | | | | | | | | | | | | | |
| February | | | | | | | | | | | | | | | | | | |
| March | | | | | | | | | | | | | | | | | | |
| Journal Entries | | | | | | | | | | | | | | | | | | |
| Total | | | | | | | | | | | | | | | | | | |

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ooo Subscriber's emoluments drawn on duty or during leave or on deputation abroad.

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| Balance from | Rs | Institute's cont. on Rs. @8.1/3& | Rs | Balance from | Rs | Institute's cont. on Rs. @ 8.1/3% | Rs |
| Deposits & refunds as above | Rs | Balance from | Rs | Deposits & refunds as above | Rs | Balance from | Rs |
| Interest for | Rs | Interest for | Rs | Interest for | Rs | Interest for | Rs |
| Total | Rs | Total | Rs | Total | Rs | Total | Rs |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| Deduct withdrawals as above | Rs | Deduct withdrawals as above | Rs | Deduct withdrawals as above | Rs | Deduct withdrawals as above | Rs |
| Balance as on March 31, Calculated by…….. Checked by……. | Rs | Balance on March 31, | Rs | Balance as on March 31, Calculated by…….. Checked by……. | Rs | Balance on March 31, | Rs |

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## Appendix IV
## (See Para II)

## FORM OF APPLICATION FOR A TEMPORARY ADVANCE FROM THE CONTRIBUTORY PROVIDENT FUND

1. Name of the subscriber and his Account Number

2. Designation

3. Pay

4. Balance of subscription at credit of the subscriber on the date of application

5. Amount of advance required

6. Purpose for which the advance is required- [Para 11(a) of the Contributory Provident Fund Rules]

7. Number (and amount) of monthly instalments in which the advance is proposed to be repaid

8. Amount of advance or advances last taken, if any. State particulars of the advance, date on which taken. Instalments of repayment and balance outstanding …..

9. Full particulars of the pecuniary circumstances of the subscriber justifying the application for the temporary withdrawal

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Signature of the applicant

The particulars against items 3, 4, 8 and 9 have been verified to be correct.

Signature ……..

Designation: Accounts Officer.

**(Remarks of the Recommending Authority)**

No……..…… Date…… the…..……..

Forwarded to the…….

I am satisfied that the pecuniary circumstances of the official justify the grant of advance applied for which is admissible under para 11 of the provisions governing the Contributory Provident Fund and is recommended, as a special case, for the ……..'s sanction under para 12 ibid.

The advance is recoverable in…… instalments of Rs…….. per month with one/two additional instalments representing interest at the prescribed rate.

Signature……

Designation……

No……..…… Date…… the…..……..

Sanction of the…… is conveyed to the grant of an advance of Rs……. to be recovered in…….. monthly instalments of Rs…….each with one/two additional instalments representing interest at the prescribed rate.

Signature……

Designation……

Note: (i) The application should in the first instance be submitted to the Registrar, who, after obtaining necessary certificate from the Accounts Officer, submit the application with his recommendations, to the Director for sanction or submit it to the higher authority, after obtaining the Director's recommendations, as the case may be.

(ii) The application, when sanctioned should be sent to the Accounts Section for necessary further action.

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## APPENDIX V
## (See Para 18)
## FORMS OF ASSIGNMENT
## (1)

I, …….. of ……. Hereby assign unto the Indian Institute of Technology …… the within policy of assurance as security for payment of all sums which under the provisions governing the Contributory Provident Fund of the Indian Institute of Technology…….

I hereby certify that no prior assignment of the within policy exists.

Date this……. Day of…….

Station ……..

Signature of Subscriber.

One witness to signature…….

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**(2)**

We, ……. (the subscriber) of ……. and …… (the joint assured) of ……. in consideration of the Indian Institute of Technology, ……. Agreeing at our request to accept payments towards the within policy of assurance in substitution for the subscriptions payable by me the said ……to the Contributory Provident Fund, Indian Institute of Technology…….. to accept the withdrawal of the sum of Rs…… from the sum to the credit of the said……. in the Contributory Provident Fund, Indian Institute of Technology, …….. for payment of the premium of the within policy of assurance, hereby jointly and severally assign unto the said Indian Institute of Technology, …….. the within policy of assurance as security for payment of all sums which under the rules of the said Fund the said…….. may hereafter become liable to pay to that Fund.

We hereby certify that no prior assignment of the within policy exists.

Date this……. Day of……...

Station ……..

Signature of subscriber and the joint assured

One witness to signature ……

Note - This assignment may to executed on the policy itself either in the subscriber's hand writing or in type, or alternatively a typed or printed slip containing the assignment may be pasted on the blank space provided for the purpose on the policy. A typed or endorsement must be duly signed and if pasted on the policy it must be initiated across all the four margins.

**(3)**

I, ……. wife of ……. and the assignee of the within policy, having at the request of…….., the assured, agree to release my interest in the policy in favour of…….. in order that …….. may assign the policy to the Indian Institute of Technology, …….. which body has agreed to accept payments towards the within policy of Assurance in substitution for the subscriptions payable by……. To the Contributory Provident Fund hereby at the request and by the direction of…… assign and I the said……...assign and confirm unto the Indian Institute of Technology……. the within policy of assurance as security for payment of all sums which under the rules of the said Fund the said…… may hereafter became liable to pay to the Fund.

We hereby certify that no prior assignment of the within policy exists.

Date this……. Day of……...
Station ……..

Signature of the assignee and the joint assured

One witness to signature ……

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**(4)**

Form of assignment to be used in case where a subscriber to the General Provident Fund who has effected an insurance policy under the rules of that Fund is admitted to the Contributory Provident Fund, Indian Institute of Technology, ……..

I,…… of …….. hereby further assign unto the Indian Institute of Technology, …….. the within policy of assurance as security for payment of all sums which under the provisions governing the Contributory Provident Fund of the Indian Institute of Technology, ……. I may hereafter become liable to pay to the Contributory Provident Fund of the Indian Institute of Technology,……. I may hereafter become liable to pay to the Contributory Provident Fund of the Indian Institute of Technology, …….

I hereby certify that except an assignment to the President of India as security for payment of all sums which I have become liable to pay under the General Provident Fund Rules, no prior assignment of the within policy exists.
Date this……. Day of……...
Station ……..

Signature of subscriber

One witness to signature ……

## APPENDIX VI

**(See Para 23)**

## FORMS OF REASSIGNMENT AND ASSIGNMENT BY THE INDIAN INSTITUTE OF TECHNOLOGY …….

All sums which have become payable by the above named…… under the provisions governing the Contributory Provident Fund, Indian Institute of Technology …… having been paid and all liability for payment by him of any such sums in the future having ceased the institute doth hereby reassign the within policy of assurance to the said ……..

Date this……. day of……...

Station ……..

Executed by ……. Registrar of the Institute for and on behalf of the Indian Institute of Technology,…….

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Signature of the Registrar,

(One witness who should add his designation and address.)

(2)

The above named ……. Having died on the ……. Day of…… . The Indian Institute of Technology …… doth hereby assign the within policy of assurance to ……*

Date this……. Day of……...

Executed by …….. Registrar of the Institute and on behalf of the Indian Institute of Technology ……

Signature of the Registrar

(One witness who should add his designation and address.)

* Fill in Particulars of persons legally entitled to receive the policy.

**FORM OF REASSIGNMENT BY THE INDIAN INSTITUTE OF TECHNOLOGY……**

The Indian Institute of Technology, ……. Doth hereby reassign the within policy to the said …… Dated this …….day of……. Executed by…….. Registrar of the Indian Institute of Technology…….. for and on behalf of the Indian Institute of Technology,……

Signature of the Registrar

(One witness who should add his designation and address.)

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## APPENDIX VII

(See Para 35)

## SUBSCRIBER'S STATEMENT OF ACCOUNT FOR THE YEAR ENDING 31-3-

Name of Subscriber ……
Number of Account ……

| Particulars | Opening balance | Deposit | Interest | Total | Withdrawals | Closing balance |
|---|---|---|---|---|---|---|
| Subscriptions and refunds of withdrawals | | | | | | |
| Institute contributions | | | | | | |
| Total | | | | | | |

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Note: (i) The subscriber should satisfy himself as to the correctness of the statement and to bring errors. If any, to the notice of the Accounts Officer within 3 months from the date of receipt of the statement. If no intimation is received from the subscriber within this period it shall be assumed that he has accepted the statement.

(ii) The subscriber should state whether he desires to make any alteration in any nomination made under the rules of the Fund.

(iii) In case where the subscriber has made no nomination in favour of a member of his family owing to his having no family at the time but acquired a family thereafter the fact should be reported to the Registrar forthwith.

Accounts Officer
Indian Institute of Technology

Dated……

(Portion to be returned to the Accounts Officer)

I hereby acknowledge receipt at the Annual Statement of my Contributory Provident Fund Account for the year ……. and/but do not accept the balance shown there as correct for the reason given overleaf.

Reason, if any, for the non-acceptance of the balance with particulars necessary in support.

## Schedule D
## [See Statute 17 (i) ]

## LEAVE PROVISIONS

### 1. Applicability

The provisions contained in this Schedule shall apply to all employees of the Institute.

### 2. Definitions

In this Schedule unless the context otherwise requires

(a) "Commuted Leave" means leave as provided under para 17.
(b) "Completed years of service" means continuous service of the specified duration under the Institute and includes periods spent on duty as well as on deputation and extra ordinary leave.
(c) "Earned Leave" means leave earned in respect of periods spent on duty.
(d) "Half-pay Leave" means leave earned in respect of completed years of service calculated according to the provisions hereinafter contained.
(e) "Leave" includes earned leave, half-pay leave, commuted leave, leave not due and extraordinary leave.
(f) "Sabbatical Leave" means leave granted to any member of the Academic Staff referred to in clause (a) of Statute (11) for any of the objects mentioned in paragraph 21-c;

Amended vide Min. Letter No. 25-1/64-T.6 dt. 14.5.1969 (Effective from 14.5.1969)

Amended vide Min. Letter No. F.24-42/63-T.6 Vol. II dt. 26.2.1976

### 3. Right of Leave

Leave cannot be claimed as of right and when the exigencies so demand leave of any description may be refused or revoked by the authority empowered to sanction the leave.

### 4. Authority Empowered to Sanction Leave

(1) Applications for leave shall be addressed to the Board by the Director and to the Director by the other members of the staff.

(2) Leave may be sanctioned by the Director or by a member of the staff to whom the power has been delegated by the Director.

(3) The Board may sanction leave to the Director, but the Director can avail himself of casual leave on his own authority.

### 5. Commencement and Termination of leave

(1) Leave ordinarily begins from the date on which leave as such is actually availed of and ends on the day preceding the one and which duty is resumed.

| | |
|---|---|
| | (2) Sundays and other holidays or the vacation may be prefixed as well as suffixed to leave, subject to any limit of absence on leave prescribed under each category of leave.<br><br>**6. Combination of Leave**<br><br>Except as otherwise provided in this Schedule, any kind of leave under these provisions may be granted in combination with or in continuation of any other kind of leave, subject to any limit on the aggregate period of absence as may be prescribed in such cases.<br><br>**7. Grant of Leave beyond the Date of Retirement and in the event of Resignation**<br><br>(1) No leave shall be granted beyond the date on which a member of the staff must compulsory retire<br><br>Provided that the authority empowered to grant leave may allow any member of the staff who had been denied earned leave in whole or in part on account of exigencies of service, the whole or any portion of the earned leave so denied even though it extends to a date beyond the date on which such member of the staff must compulsorily retire.<br><br>Provided further that a member of the staff whose service has been extended in the interest of public service beyond the date of his compulsory retirement, may be granted earned leave as under:<br><br>(i) during the period of extension any earned leave due in respect of the period of such extension, and to the extent necessary the earned leave which would have been granted to him under the preceding proviso had he retired on the date of compulsory retirement;<br><br>(ii) after the expiry of the period of extension<br><br>(a) the earned leave which could have been granted to him under the preceding proviso, had he retired on the date of compulsory retirement, diminished by the amount |
| | of such leave as availed of during the period of extension; and<br><br>(b) any leave earned during the period of extension as has been formally applied for as preparatory to final cessation of his duties in sufficient time during the period of extension and refused to him on account of exigencies of public service; |

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| | |
|---|---|
| | (iii) in determining the amount of earned leave due during the period of extension, the earned leave, if any, admissible under the preceding proviso shall be taken into account.<br><br>Note (1) For the purpose of this paragraph, a member of the staff way be deemed to have been denied leave only if a sufficient time before the date on which he must compulsorily retire or the date an which his duties finally cease he has either formally applied for leave and been refused it on the ground of exigencies of service or has ascertained in writing from the sanctioning authority that leave if applied for would not be granted on the aforesaid ground.<br><br>(2) If any employee of the Institute resigns, he shall not be granted either prior or subsequent to his resignation, any leave due to his credit. Provided that the Director, may, in any case, grant leave to an employee prior to his resignation if, in the opinion of the Director, the circumstances of the case justify such grant of leave.<br><br>**8. Conversion of one kind of Leave into another kind**<br><br>(1) The request of a member of the staff the sanctioning authority may convert any kind of leave including extraordinary eave, retrospectively into leave of a different kind which may be admissible as on **the date on which the member of staff proceeded on leave**; but the member of the staff cannot claim such conversion as a matter of right.<br><br>(2) If one kind of leave is converted into another the amount of leave salary and allowances admissible shall be recalculated and the arrears of leave salary and allowances paid or amounts overdrawn recovered, as the case may be. |
| Amended vide Min. Letter No. F.25-1/64-T.6 dt. 14.5.1969 (Effective from 9-5-1969) | |
| | **9. Rejoining of Duty on Return from Leave on Medical Grounds**<br><br>A member of the staff who has been granted leave on medical certificate shall be required to produce a medical certificate of fitness before resuming duty.<br><br>**10. Rejoining of Duty before the Expiry of Leave**<br><br>Except with the permission of the authority which granted the leave, no member of the staff an leave may return to duty before the expiry of the period of leave granted to him.<br><br>**11. General** |

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| | |
|---|---|
| | (1) Leave should always be applied for and sanctioned before it is taken, except in cases of emergency and for satisfactory reasons.<br><br>(2) Continuous temporary service followed by permanent service without any break shall be included in permanent service for the purpose of computation of leave.<br><br>**12. Kinds of Leave**<br><br>The following kinds of leave shall be admissible to members of the staff :-<br><br>(a) Casual Leave<br>(b) Special Casual Leave<br>(c) Special Leave<br>(d) Half-pay leave<br>(e) Commuted Leave<br>(f) Earned leave<br>(g) Extraordinary Leave<br>(h) Maternity Leave<br>(i) Hospital leave<br>(j) Quarantine Leave<br>(k) Leave not due<br>(l) Sabbatical leave |
| Amended vide Min. Letter No. F. 25-1/64-T.6 dt. 14.5.1969 (Effective from 9.5.1969)<br><br>Inserted vide Min. of Edu. Letter No. F. 24-42/63-T.6 dt. 26-2-1976 (Effective from 25.2.1976) | **13. Casual Leave**<br><br>(1) Casual leave is not earned by duly. A member of the staff on casual leave is not treated as absent from duty and his pay is not intermitted. Casual leave cannot be claimed as of right and its grant is always subject to a maximum of **12 days** in the aggregate in a calendar year. |
| | **(2)** Casual leave may be granted at the discretion of the sanctioning authority, as and when occasion arises, provided that the total period of absence including Sundays and other holidays intervening, prefixed or suffixed shall not ordinarily exceed eight days at a time. Sundays and holidays, whether intervening, prefixed or suffixed, shall not be counted as casual leave.<br><br>(3) Casual leave cannot he combined with any other kind of leave. |
| Amended vide Min. Letter No. F. 24-39/65-T.6 dt. 14-1-1969 (Effective from 9-1-1969) | **14. Special Casual Leave**<br><br>(1) Special casual leave, not counting towards ordinary casual leave, may be granted to a member of the staff when he is - |

| | |
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| | (i) summoned to serve as a Juror or Assessor or to give evidence before a court of law as a witness in a civil or a criminal case in which his private interests are not at issue;<br><br>(ii) deputed to attend a reference library of other Institutes or conferences and scientific gatherings of learned and professional societies in the interest of the Institute;<br><br>(iii) required to be absent for any other purposes approved by the Board of Governors.<br><br>(2) The period of such leave admissible in a year shall ordinarily not exceed fifteen days but should, however, be sufficient to cover the period of absence necessary. The conditions under which such leave will be granted will, if necessary, be laid down by the Board. |
| Amended vide Min. Letter No. F. 24-42/63-T-6 dt. 26-2-1976 (Effective from 25-2-1976) | **14. Special Leave**<br><br>Members of the staff deputed for practical training in or out of India shall be entitled to special leave as may be determined by the<br><br>Provided that Sabbatical leave shall be admissible to a member of the academic staff-<br><br>(i) After the completion of six years' continuous service or more, with the Institute,<br><br>(ii) Where he avails of special leave, after the completion of six years' service or more with the Institute after his return from such special leave; |
| | but in any case such leave shall not exceed three times (inclusive of special leave in case such leave has been granted) during the entire service of such member,<br><br>**16. Half-pay leave**<br><br>(1) The half-pay leave admissible to a member of the staff in respect of each completed year of service shall be 20 days.<br><br>(2) Half-pay leave may be granted to a member of the staff on medical certificate or on private affairs. No half-pay leave may be granted to a member of the staff in temporary appointment except on medical certificate.<br><br>Provided that in case of a temporary member of staff, no half-pay leave will be granted unless the authority competent to sanction |

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| | leave is ready to believe that the officer will return to duty on the expiry of the leave, except in the case of an officer who has been declared completely and permanently incapacitated for further service by medical authorities. |
| Para 17 (1) (a) & (b) Amended vide Min. Letter No. F. 11-5/78-T.6 dt. 23.2.1979 (effective from 16-2-1979)<br><br>Added vide Min. of Edu. Letter No. F. 11-6/76-T.6 dt. 16.7.1978 | **17. Commuted Leave**<br><br>(1) Commuted leave not exceeding half the amount of half-pay leave may be granted on medical certificate to a member of the staff subject to the following conditions<br><br>(a) When commuted leave is granted, twice the amount of such leave shall be debited against the half-pay leave due.<br>(b) The total duration of earned leave and commuted leave Oaken in conjunction shall not exceed 240 days provided that no commuted leave may be granted under this provision unless the authority competent to sanction leave has reason to believe that the officer will return to duty on its expiry.<br><br>(2) Half pay leave upto a maximum of 180 days may be allowed to be commuted during the entire service where such leave is utilised for an approved course of study such as a course which is certified to be in public interest by the leave sanctioning authority;<br><br>**18. Earned Leave**<br><br>Earned leave admissible to members of the vacation staff.<br><br>(1) During the period of one academic year, the period of vacation for an employee entitled to it will be 60 days. |
| | (2) In case such a member of staff is required to remain on duty during the whole or any part of the vacation he shall be eligible to the following amount of earned leave on full pay -<br><br>Duration of duty during Vacation — Eligibility to earned leave on full pay<br>Entire vacation — 30 days.<br><br>Part of vacation ..... 30 x (No. of days of vacation not availed of) / (No. of days of the entire vacation)<br><br>Earned leave admissible to members of the non-vacation staff. |

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| | (3) The earned leave admissible to a member of the staff other than vacation staff, shall be 30 days in a calendar year.<br><br>(4) The leave account of every said permanent employee shall be credited with earned leave in advance in two installments of 15 days each on the first January and first July every year.<br><br>(5) The leave at the credit of an employee at the close of the previous half year shall be carried forward to the next half year, subject to the condition that the leave so carried forward plus the credit for the half year do not exceed the maximum limit of 180 days.<br><br>(6) A member of the staff shall cease to earn such leave when the earned leave amounts to 180 days.<br><br>(7) The maximum amount of earned leave that can be granted to a member of the staff at a time shall be 120 days. Earned leave may be granted for a period exceeding 120 days if the entire leave so granted or any portion thereof is spent outside India, Burma, Ceylon, Nepal and Pakistan, provided that when earned leave exceeding 120 days is so granted the period of such leave spent within India, Burma, Ceylon, Nepal and Pakistan, shall not in the aggregate exceed 120 days. |
| Amended vide Min. Letter No. F.25-1/64-T.6 dt. 14.5.1969 (Effective from 9.5.1969) | **19. Extraordinary Leave**<br><br>(1) Extraordinary leave shall always be without leave salary and may be granted when no other kind of leave is admissible or when other leave being admissible, the member of the staff concerned specifically applied in writing for the grant of extra-ordinary leave.<br><br>(2) The period of extraordinary leave shall not count for increment except when such leave is granted due to sickness on medical certificate or for prosecuting higher studies provided that |
| | In case of any doubt whether the extraordinary leave taken was for prosecuting higher studies or not, the decision of the Chairman shall be final.<br><br>(3) (a) Except in the case of a permanent employee, the duration of extraordinary leave on any one occasion shall not exceed the following limits:-<br><br>(i) three months<br>(ii) six months, in case of employee who has completed three years continuous service on the date of expiry of the leave admissible to him under the rules, and his |

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| | request for such leave is supported by a medical certificate<br>(iii) eighteen months where the employee is suffering from tuberculosis or leprosy and undergoing treatment in a recognised clinic or under a specialist.<br><br>(c) Where an employee, other than a permanent employee, fails to resume duty on expiry of the maximum amount of extraordinary leave granted to him, or where such an employee who was granted a lesser amount of extraordinary leave than the maximum amount admissible to him, remains absent from duty for any period which, together with the period of extraordinary leave granted to him exceeds the limit up to which he could have been granted extraordinary leave under sub-rule [1], he shall, unless the Board in view of the exceptional circumstances of the case otherwise determine, be deemed to have resigned his appointment and shall cease to be in institute employ.<br><br>(4) The authority empowered to grant leave may commute retrospectively period of absence without leave into extraordinary leave.<br><br>Note:- The power of commuting retrospectively periods of absence without leave into extraordinary leave is absolute and not subject to the conditions mentioned in [i] above.<br><br>**20. Maternity Leave**<br><br>(1) [a] Maternity leave may be granted to a woman member of the staff on full pay for a period upto 90 days form the date of its commencement. |
| Amended vide Min. of Edu. Letter No. F. 11-1/80-T.6 dt. 3-11-1980 (Effective from 1-11-1980) | |
| | [b] Maternity leave may also be granted on full pay in cases of miscarriage including abortion, subject to the condition that the leave applied for does not exceed six weeks and the application for leave is supported by medical certificate.<br><br>(2) Maternity leave shall not be debited to the leave account.<br><br>(3) Maternity leave may be combined with leave of other kind except casual leave, but any leave applied for in continuation of maternity leave may be granted only if the application is supported by a medical certificate.<br><br>**21. Hospital Leave**<br><br>(1) Hospital leave may be granted to a member of the staff under medical treatment for illness or injury if such illness or injury is directly due to risks incurred in the course of his official duty. |
| Amended vide Min. Letter No. F. 25-1/64-T.6 dt. 14-5-1969 (Effective from 9-5-1969) | |

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| | This concession will be available to such members of the staff, the nature of whose duties exposes them to such illness or injury and whose appointing authority is the Director.<br><br>(2) Hospital leave may be granted on leave salary, either average or half average as the authority granting it may consider necessary.<br><br>(3) Members of staff eligible for Hospital leave will be entitled to such leave without any restriction on the quantum of leave and the leave can be granted for such period as is considered necessary by the authority competent to grant it.<br><br>(4) Hospital leave is not debited against the leave account and may be combined with any other leave which may be admissible, provided that the total period of leave after such combination shall not exceed 28 months. |
| Amended vide Min. Letter No. F. 25-1/64-T.6 dt. 14-5-1969 (Effective from 9-5-1969) | **21-A. Quarantine leave**<br><br>(1) Quarantine leave is granted when a member of staff is precluded under orders of the competent medical authority from attending office in consequence of an infectious disease in his family or household. Such leave can be granted only on the certificate of a medical or public health officer. Maximum duration of Quarantine leave is ordinarily twenty one days and may be extended upto thirty days in exceptional circumstances. Any absence beyond these limits has to be treated as regular leave. A member of staff on Quarantine leave is not treated as absent from duty and his pay is not interrupted. |
| | (2) Quarantine leave is not admissible if the member of staff himself is suffering from an infectious disease.<br><br>(3) Cholera, Small-pox, Plague, Diptheria, Typhus fever and Cerebrospinal Meningitis can be treated as infectious disease for the grant of Quarantine leave. In the case of Chicken-pox, however, no Quarantine leave can be granted unless the Health Officer considers that in view of some doubt about the nature of the disease there is reason for grant of such leave. |
| Added vide Min. Letter No. F. 25-1/64-T.6 dt. 14-5-1969 (Effective from 9-5-1969) | **21 -B. Leave Not Due**<br><br>(1) Save as in the case of leave preparatory to retirement, leave not due may be granted to a permanent member of staff both on medical certificate and on private affairs for a period not exceeding 360 days during his entire service out of which not more than 180 days in all can be on private affairs.<br><br>(2) Leave not due shall be granted to a member of staff only if the sanctioning authority is satisfied that there is reasonable chance of |

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| | the member of staff returning to duty on expiry of leave and shall be limited to half-pay leave which he is likely to earn thereafter.<br><br>(3) Leave not due is admissible when no other kind of leave is due and admissible.<br><br>(4) A member of staff while on leave due is entitled to the same leave salary as during half-pay leave. |
| Amended vide Letter No. F.24-44/65-T.6 Min. of Edu. dt. 26-2-1976 (Effective from 25.2.1975) | **21 -C. Sabbatical Leave**<br><br>(1) Sabbatical leave may be granted for one or more of the following objects, namely:-<br><br>(a) to conduct research or advanced studies in India or abroad; (vol. 11) to write text books, standard works and other literature;<br><br>(b) to visit or work in Industrial concerns and technical departments of Government to gain practical experience in their respective fields;<br><br>(c) to visit or work in a University, Industry or Government research laboratories in India and abroad; and<br><br>(d) any other purposes for the academic development of the staff member, as approved by the Board of Governors.<br><br>(3) The grant of sabbatical leave shall be subject to the following conditions, namely.-<br><br>(a) the period of sabbatical leave shall not exceed one year at a time including vacations, if any, but the Board may grant |
| | in addition any other leave upto a maximum of 120 days which the member might have earned during the service at the Institute;<br><br>(b) a member of the academic staff shall, during the period of sabbatical leave, be paid full salary and allowances as admissible under the normal rules but he shall not be entitled to any travelling allowance or any extra allowance in India or abroad;<br><br>(c) no substitute shall be appointed in the vacancy and his work shall be shared by the other members of the faculty;<br><br>(d) a member of the academic staff shall not undertake during the period of sabbatical leave, any regular appointment under any other organisation in India or abroad; he shall, however; be free to receive a scholarship or fellowship or bursary or any |

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| | other ad-hoc honorarium other than his regular employment;<br><br>(e) a member of the academic staff availing sabbatical leave shall furnish a bond in the prescribed form to serve the Institute for a minimum period of three years on return to duty.<br><br>**22. Vacation and Leave Salary**<br><br>(1) An employee of the Institute entitled to vacation shall be eligible for pay and allowances at full rates during the period of vacation.<br><br>(2) (a) Except as provided in sub-para 22(2) (b) below, a member of staff on earned leave, is entitled to the leave salary equal to the average monthly pay drawn during the 10 complete months immediately preceding the month in which the leave commences or the substantive pay to which he is entitled immediately before the commencement of the leave, whichever is greater. |
| Amended vide Min. Letter No. F. 11-8/68-T.6 dt. 18.1.1969 (Effective from 15.1.1969)<br><br>Amended vide Min. of Edu. Letter No. F.11-5/78-T.6 dt. 23-2-1979 (Effective from 16.2.1979) | (b) A member of the staff who proceeds on earned leave shall be entitled to leave salary equal to the pay drawn immediately before proceeding on leave.<br><br>(3) A member of staff on half pay leave is salary equal to the half amount specified in sub-para (2) (a) or (2) (b) as the case may be subject to a maximum of Rs. 750.00 provided that the limit will not apply if the leave is on medical certificate. |
| | before joining the Fund, shall, if the amount to his credit in such other fund has been transferred to his credit in this fund, be deemed to be a nomination duly made under this rule until he makes a nomination in accordance with this sub-paragraph.<br><br>Note : In this Paragraph, unless the context otherwise requires, "Person" or "Persons" shall include a Company or Association or body of individuals, whether incorporated or not.<br><br>(4) A member of the staff on commuted leave is entitled to leave salary equal to twice the amount admissible under sub rule (3).<br><br>**23. Increment during Leave** |
| Amended vide Min. letter F. 11-1/68-T. 6 dt. 18-1-1969 (Effective from 15-1-1969) | If the increment falls during the leave other than casual leave, the effect of increase in pay shall be given from the day following the day of expiry (last day) of the leave as such, without prejudice to the normal date of increment.<br><br>**24. Limit of Total Absence** |

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| | A member of the staff ceases to be in the service of the Institute if he is continuously absent from duty for five years, whether with or without leave unless such absence is absence on foreign service in India. |
| Added vide Min. of Edu. Letter No. F. 11-6/76-T.6 dt. 16.7.1978 | **25. Cash equivalent of leave salary in certain cases**<br><br>In case an employee dies while he is in service, the cash equivalent of the leave salary that the deceased employee would have got had he gone on earned leave on the date of death shall be given to his family subject to a maximum of leave salary for 180 days. |
| Added vide Min. of Edu. Letter No F. 11-5/78-T.6 dt. 23.2.1979 | **26. Cash payment in lieu of unutilised earned leave on the date of retirement.**<br><br>An employee may be paid cash equivalent of leave salary admissible in respect of the period of earned leave at his credit at the time of retirement on superannuation in one lump sum as a one time settlement subject to a maximum of 180 days, and further subject to other conditions laid down by the Government from time to time. |
| | **SCHEDULE E**<br>(See Statute 16A)<br><br>**CONTRIBUTORY PROVIDENT FUND-CUM-GRATUITY SCHEME OF THE INDIAN INSTITUTE OF TECHNOLOGY, KANPUR.**<br><br>**1. Application, etc.**<br><br>[1] The provisions contained in this Schedule shall apply to the employees specified in clause (1) of Statute 16A.<br><br>[2] If an employee admitted to the benefit of the Fund was previously a subscriber to any contributory/non-contributory Provident Fund of the Central Government, State Government or of a body corporate owned or controlled by Government or an autonomous organisation registered under the Societies Registration Act 1860, the amount of his accumulations in the Contributory or non-Contributory Provident Fund, shall be transferred to his credit in the Fund.<br><br>[3] Every employee of the Institute entitled to the benefits of the Fund shall be required to sign a written declaration in the Form set-forth in Appendix 1 that he has read this Schedule and agreed to abide by the provisions contained in it.<br><br>**2. Definition**<br><br>In this Schedule, unless the context otherwise requires:-- |

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| | [i] "Accounts Officer" means the Accounts Officer of the Institute;<br><br>[ii] "Audit Officer" means the (internal) Audit Officer of the Institute;<br><br>[iii] "Emoluments" means pay including dearness pay, if any, leave salary, or subsistence grant and includes any remuneration of the nature of pay (including dearness pay, if any) received in respect of foreign service;<br><br>[iv] "Family" means-<br>[a] in the case of a male subscriber, the wife or wives and children of a deceased subscriber, and the widow, or widows and children of a deceased son of the subscriber;<br><br>Provided that, if a subscriber proves that his wife has been judicially separated from him or has ceased under the customary law of the community to which she belongs |
| | to be entitled to maintenance she shall henceforth be deemed to be no longer a member of the subscriber's family in matters to which this schedule relates, unless the subscriber subsequently indicates by express notification in writing to the Registrar that she shall continue to be so regarded;<br><br>[b] In the case of a female subscriber, the husband and children of the subscriber, and the widow or widows and children of a deceased son of the subscriber;<br><br>Provided that if a subscriber by notification in writing to the Registrar expresses her desire to exclude her husband from her family, the husband shall hence-forth be deemed to be no longer a member of the subscriber's family in matters to which this schedule relates, unless the subscriber subsequently cancels formally in writing her notification excluding him.<br><br>Note 1- "Children" means legitimate children.<br><br>Note. 11- An adopted child shall be considered to be a child when the Registrar, or if any doubt arises in the mind of the Registrar, the Law Officer of the institute, is satisfied that under the personal law of the subscriber, adoption is legally recognised as conferring the status of a natural child, but in this case only;<br><br>[v] "Foreign service" means service in which an employee of the Institute receives his substantive pay with the sanction of the |

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| | Board from any source other than the fund of the Institute;<br><br>[vi] "Fund" means the new Contributory Provident Fund of the Institute;<br><br>[vii] "Leave" means any variety of leave provided for in Schedule , 'D' as may be applicable to the subscriber;<br><br>[viii] "Pay" means the amount drawn monthly by an employee of the Institute as-<br><br>(i) the pay, other than special pay or pay granted in view of his personal qualification, which has been sanctioned for a post held by him substantively or in an officiating capacity;<br><br>(ii) special pay and personal pay and<br><br>(iii) any other remuneration which may be specially classed as pay by the Board;<br><br>[ix] "Subscription" means the amount paid by the subscriber and "Contribution" means the amount contributed by the Institute;<br><br>[x] "Year" means a financial year. |
| Amended vide Min. of Edu. Letter No. F. 11-11/7-77-T.6 dt. 20.7.1979 (Effective from 25.8.1979) | **3. Constitution and Management of the Fund.**<br><br>[1] The Fund, which shall be maintained in rupees, shall be constituted with subscriptions paid by the subscribers and contributions made by the Institute and shall include interest paid to the credit of the account of the subscribers under sub-paragraph (1) of paragraph 10.<br><br>[2] The management of the Fund is vested in the Board. Subject to the control and direction of the Board, the Director shall administer the fund for and on behalf of the Board.<br><br>[3] The Fund shall be deposited, in the name of the Fund, with the State Bank of India. The deposits be made as soon as possible after the monthly accounts are closed.<br><br>[4] The Institute may invest such part of the funds, as may be considered expedient, in the Government securities/certificates, negotiable Government guaranteed bonds, and in such deposit schemes of the Central Govt. as may be notified in this regard from time to time, the interest or profit realised on such investments being credited to the Institute as Miscellaneous receipts. All investments and securities shall be held in the name of the Institute. |

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| | All investments and securities shall be held in the name of the Institute.<br><br>**4. Nomination**<br><br>[1] A subscriber shall, at the time of joining the Fund, send to the Registrar a nomination, conferring on one or more persons the right to receive the amount that may stand to his credit in the Fund, in the event of his death before that amount has become payable, having become payable, has not been paid,<br><br>Provided that if, at the time of making the nomination the subscriber has a family, the nomination shall not be in favour of any person or persons other than the member of his family;<br><br>Provided further that the nomination made by the subscriber in respect of any other Provident Fund to which he was subscribing before joining the Fund shall, if the amount to his credit in such other fund has been transferred to his credit in this fund, be deemed to be a nomination duly made under this rule until he makes a nomination in accordance with this sub-paragraph.<br><br>Note: In this Paragraph, unless the context otherwise requires, "Person" or "Persons" shall include a Company or Association or body of individuals, whether incorporated or not. |
| | [2] If a subscriber nominates more than one person under sub-paragraph (1), he shall specify in the nomination the amount or share payable to each of the nominee in such manner as to cover the whole of the amount that may stand to his credit in the Fund at any time.<br><br>[3] Every nomination shall be in such one of the Forms set forth in Appendix 11 as is appropriate in the circumstances.<br><br>[4] A subscriber may, at any time, cancel his nomination by sending a notice in writing to the Registrar;<br><br>Provided that the subscriber shall alongwith such notice send a fresh nomination made in accordance with the provisions of this paragraph.<br><br>[5] A subscriber may provide in a nomination--<br><br>(a) in respect of any specified nominee that in the event of his nominee predeceasing the subscriber, the right conferred upon that nominee shall pass to such other person as may be specified in the nomination:<br><br>Provided such other person or persons shall, if the subscriber |

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| | has other members of his family, be such other member or members. Where the subscriber confers such a right on snore than one person under this clause, he shall specify the amount or share payable to each of such persons in such a manner as to cover the whole of the amount payable to the nominee;<br><br>(b) that the nomination shall become invalid in the event of the happening of a contingency specified therein;<br><br>Provided that if at the time of making nomination the subscriber has no family, he shall provide in the nomination that it shall become invalid in the event of his subsequently, acquiring a family;<br><br>Provided further that if at the time of making the nomination the subscriber has only one member of the family, he shall provide in the nomination that the right conferred upon the alternate nominee under clause (a) shall become invalid in the event of his subsequently acquiring other member or members in his family.<br><br>[6] Immediately on the death of a nominee in respect of whom no special provision has been made in the nomination under clause (a) of sub-para (5) or on the occurrence of any event by reason for |
| | which the nomination becomes invalid in pursuance of clause (b) of sub-para (5) or the proviso thereto, the subscriber shall send to the Registrar a notice in writing canceling the nomination together with a fresh nomination made in accordance with the provisions of this paragraph.<br><br>[7] Every nomination made and every notice of cancellation given by a subscriber shall, to the extent that it is valid, take effect, on the date on which it is received by the Institute.<br><br>[8] An up-to-date Register shall be maintained by the Institute to record all nominations.<br><br>**5. Subscriber's Account**<br><br>An account shall be opened in the name of each subscriber in the Form set-forth in Appendix Ill, in which shall be shown-<br><br>(i) the subscriber's subscriptions;<br><br>(ii) contributions made under paragraph 9 by the Institute to his account;<br><br>(iii) interest, as provided by paragraph 1 0, on subscription; |

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| | (iv) interest, as provided by paragraph 10, an contribution; and<br><br>(v) advance and withdrawals from his account.<br><br>**6. Conditions and Rates of Subscriptions**<br><br>(1) Every subscriber shall subscribe monthly to the Fund when on duty or on foreign service but not during a period of suspension: Provided that a subscriber on reinstatement after a period passed under suspension shall be allowed the option of paying in one sum, or Instalments, any sum not exceeding the maximum amount of arrears of subscriptions permissible for that period.<br><br>(2) A subscriber may, at his option, not subscribe during leave other than leave on average pay or earned leave of less than 30 days duration by sending a notice in writing to the Registrar before or soon after proceeding on leave.<br><br>Failure to make due and timely intimation shall be deemed to constitute an election to subscribe.<br><br>The option of a subscriber intimated under this sub-paragraph shall be final.<br><br>(3) A subscriber, who has, under paragraph 29, withdrawn the amount of subscriptions and interest thereon, shall not subscribe to |
| | the Fund after such withdrawal, unless he returns to duty.<br><br>7. (1) The amount of subscription shall be fixed, subject to the following conditions:-<br><br>(a) It shall be expressed in whole rupees (50 paise and above counting as the next higher rupee).<br>(b) It may be any sum, not less than 8-l/3 per cent of the emoluments.<br><br>(2) For the purposes of clause (b) of sub-para (1) the emoluments of a subscriber shall be-<br><br>the emoluments to which he was entitled on the 31st March of the proceeding year;<br><br>(3) The amount of subscription so fixed may be enhanced or reduced only once during the course of a year;<br>Provided that if a subscriber is on duty for a part of a month and on leave for the remainder of the month and if he has elected not to |

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| | subscribe during the leave the amount of subscription payable shall be proportionate to the number of days spent on duty in the month.<br><br>(4) When a subscriber is temporarily transferred to foreign service elsewhere) or sent out of India, he shall remain subject to the provisions contained in this Schedule in the same manner as if he were not-. so transferred or sent out.<br><br>**8. Realisation of Subscriptions**<br><br>(1) When emoluments are drawn from the funds of the Institute recovery of subscriptions on account of these emoluments and of the principal and interest of advance shall be made from the emoluments themselves.<br><br>(2) When emoluments are drawn from other source, the subscriber shall forward his dues monthly to the Institute.<br><br>**9. Contribution by the Institute**<br><br>(1) The Institute shall, with effect from the 31st March of each year, make a contribution to the account of each subscriber.<br><br>Provided that if a subscriber quits the service or dies during a year, contribution shall be credited to his account for the period between the close of the preceding year and the date of the casualty.<br><br>Provided further that no contribution shall be payable in respect of any period for which the subscriber is permitted under this Schedule not to, or does not subscribe to the Fund. |
| | (2) The contribution shall be a sum representing 8 percent of the emoluments of the subscriber, drawn on duty during the year or for a period in the year as the case may be.<br><br>(3) Should a subscriber elect to subscribe during leave, his leave salary shall, for the purpose of this rule, be deemed to be emoluments drawn on duty.<br><br>(4) The amount of any contribution payable in respect of a period of foreign service shall, unless it is recovered from the employer, be recovered by the Institute from the subscriber.<br><br>(5) The amount of contribution payable shall be rounded to the nearest whole rupee (50 paise and above counting as the next higher rupee).<br><br>**10. Interest** |

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| | (1) The Institute shall pay to the credit of the account of a subscriber interest at such rate as the Central government may from time to time, prescribed in the case of their employees.<br><br>(2) Interest shall be credited with effect from the 31st March of each year in the following manner.<br><br>(i) on the amount at the credit of a subscriber on the 31st March of the preceding year, less any sums withdrawn during the current year - interest for twelve months;<br><br>(ii) on sums withdrawn during the current year - interest from the 1st April of the current year upto the last day of the month preceding the month of withdrawal;<br><br>(iii) on all sums credited to the subscriber's account after the 31st March of the preceding year - interest from the date of deposit upto the 31st March of the current year;<br><br>(iv) the total amount of interest shall be rounded to the nearest rupee in the manner provided in sub-paragraph (5) of Paragraph 9:<br><br>Provided that when the amount standing at the credit of a subscriber has become payable, interest shall thereupon be credited under this sub-paragraph in respect only of the period from the beginning of the current year or from the date of credit as the case may be up to the date on which the amount standing at the credit of the subscriber becomes payable.<br><br>(3) For the purpose of this paragraph, the date of credit shall be deemed to be first day of the month in which it is credited: |
| | Provided that where there has been a delay in the drawal of pay or leave salary and allowance of a subscriber and consequently in the recovery of his subscription towards the Fund, the interest on such subscriptions shall be payable from the month in which the pay or leave salary of the subscriber was due, irrespective of the month in which it was actually drawn.<br><br>(4) In all cases interest will be paid in respect of balance at the credit of a subscriber up to the close of the month preceding that in which payment is made or up to the end of sixth month after the month in which such amount became payable whichever of these periods be less.<br><br>(5) Subject to the provision of sub-paragraph (4), no interest shall be paid in respect of any period after the date which the Registrar has intimated to that person or his agent as the date on which he is prepared to make payments. |

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| Inserted vide Min. of Edu. Letter No. F. 11-1/70-T.6 dt. 29-6-1971 (Effective from 22-6-1971)<br><br>Amended vide Min. of Edu. Letter No. F. 21-3/65-T.6 dt.10-1-1969 (Effective from 8-1-1969) | **11. Advance from the Fund**<br><br>A temporary advance may be granted to a subscriber from the amount standing to his credit in the Fund at the discretion of the authority specified in paragraph 12 subject to the following condition:-<br><br>(a) No advance shall be granted unless the sanctioning authority is satisfied that the applicant's pecuniary circumstances justify it, and that it will be expended on the following object or objects and not otherwise;<br><br>(aa) The sanctioning authority may, in special circumstances, sanction the payment to any subscriber of an advance if he is satisfied that the subscriber concerned requires the advance or reasons other than those mentioned in clause (a).<br><br>(i) to pay expenses in connection with the prolonged illness or confinement of the applicant or any person actually dependent on him;<br><br>(ii) to pay for the overseas passage for reasons of health or education of the applicant or any person actually dependent on him;<br><br>(iii) to pay obligatory expenses an a scale appropriate to the applicant's status in connection with marriages, funerals or ceremonies which by religion it is incumbent on him to perform., |
| Inserted vide Min. of Edu. Letter No. F.11-3/80-T.6 dt. 24-3-1982 (Effective from 15.3.1982) | (ix) to pay for expenses outside India in connection with the education, beyond high school stage, of the applicant or any person actually dependent on him;<br>(x) to pay for expenses of the applicant or any person actually dependent on him in connection with any medical, engineering or other technical or specialised course or other general higher education in India beyond the high school stage;<br><br>Provided that the duration of the course of study is not less than three years;<br>(xi) to meet the cost of his defence where the subscriber is prosecuted by the Government or Institute in any court of law or where the subscriber engages any legal practitioner to defend him in an enquiry in respect of any alleged official misconduct an his part;<br><br>(xii) to meet the cost of legal proceedings instituted by the subscriber for vindicating his position in regard to any allegations made against him in respect of any act done |

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| Amended as per Min. of Edu. Letter No. F. 24-7/65-T-6 dt. 16-10-1968 (Effective from 18-9-1968) | or purporting to have been done by him in the discharge of his official duty.<br><br>(xiii) to meet the cost of a plot or construction of a house or a ready built flat for his residence or to make any payment towards the allotment of a plot or a ready built flat by a State Housing Board or House Building Cooperative Society.<br><br>*Note*:- An advance under sub-clause (vi) above shall be available to the applicant in addition to any advance admissible for the same purpose from any other Government source but the advance under the said sub-clause shall not be admissible to a subscriber either in respect of any legal proceedings instituted by him in any court of law against the Government/Institute as regards any penalty imposed on him or any condition of service or in respect of any legal proceedings in regard to any matter unconnected with his official duties.<br><br>(f) An advance shall not, except for special reasons, exceed three months' pay, and shall in no case exceed the amount of subscription and interest thereon standing to the credit of the subscriber in the Fund.<br><br>(g) An advance shall not, except for special reasons, be granted until after the final repayment of all previous advances together with interest thereon have elapsed.<br><br>(h) The sanctioning authority shall record in writing the special reasons where advance is sanctioned for such reasons.<br><br>(i) An application for temporary advance from the Fund shall be submitted in the Form set forth in Appendix IV.<br><br>23. (1) A temporary advance from the Fund to the subscribers other than the Director will be sanctioned by the Director, who may, at his discretion, delegate this work to the Deputy Director and the Registrar. |
| | (3) A temporary advance from the Fund to the Director shall require the sanction of the Chairman.<br><br>24. (1) An advance shall he recovered from the subscriber in such number of equal monthly installments as the sanctioning authority may direct; but such number shall not be less than twelve unless the subscriber so elects, or in any case more than twenty-four.<br><br>A subscriber may, at his option, make repayment in a smaller number of instalments than that prescribed. Each installment shall be a number of whole rupees, the amount of the advance being raised or reduced, if necessary, to admit of the fixation of such instalments. |

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| | (7) Recovery shall be made in the manner provided in paragraph 8 for the realisation of subscription and shall commence with the issue of pay for the month following the one in which the advance was drawn.<br><br>Recovery shall not be made, except with the subscriber's consent while he is on leave or in receipt of subsistence grant and may be postponed by the sanctioning authority during the recovery of the advance of pay granted to the subscriber.<br><br>(8) If more than one advance has been made to a subscriber, each advance shall be treated separately for the purpose of recovery.<br><br>(9) After the principal of the advance has been fully repaid, interest shall be paid thereon at the rate of one-fifth per cent of the principal for each month or broken portion of month during the period between the drawal and complete repayment of the principal.<br><br>(10) Interest shall ordinarily be recovered in one installment in the month after complete repayment of the principal; but if the period referred to in sub-para (4) exceeds twenty months, interest may, if the subscriber so desires be recovered in two equal monthly installments. The method of recovery shall be that provided in sub-para (2). Payment shall be rounded to the nearest rupee in the manner provided in sub-para (5) of para 9.<br><br>(11) Recoveries made under this rule shall be credited as they are made to the account of the subscriber in the Fund. |
| Scheduled as per Min. of Edu. Letter No. F. 11-3/80-T.6 dt. 24.3.1982 (Effective from 15.3.1982) | **Withdrawal from the Fund**<br><br>25. Subject to the conditions specified hereunder, in the case of withdrawal made by the Director from the Fund may be sanctioned by the Chairman and by the Director in any other case at any time;<br><br>(D) after the completion of twenty years of service (including broken periods of service, if any) of a subscriber or within ten years before the date of his retirement on superannuation, whichever is earlier from the amount of subscription and interest thereon standing to the credit of the subscriber in the Fund for one or more of the following purposes, namely:<br><br>(iv) for meeting the cost of higher education, including where necessary, the travelling expenses of the subscriber or any child of the subscriber in the following cases namely:-<br><br>(c) for education outside India for academic, technical, professional or vocational courses beyond the High School |

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| | stage; and…<br><br>(d) for any medical, engineering for other technical or specialised course in India beyond the High School stage;<br><br>(v) for meeting the expenditure in connection with the betrothal/marriage of the subscriber or his sons or daughters, and any other female relation actually dependent on him;<br><br>(vi) for meeting the expenses in connection with the illness including where necessary, the travelling expenses, of the subscriber and members of his family or any person actually dependent on him;<br><br>(E) after the completion of fifteen years of service, (including broken period of service if any) of a subscriber or within ten years before the date of his retirement on superannuation, whichever is earlier, from the amount standing to his credit in the Fund for one or more of the following purposes, namely:-<br><br>(vii) for constructing or acquiring a suitable house or a ready built flat for his residence including the cost of the land;<br>(viii) for repaying an outstanding amount on account of loan expressly taken for constructing or acquiring a suitable house or a ready built flat for his residence;<br>(ix) for purchasing a plot of land for constructing a house thereon for his residence or repaying any outstanding amount on account of loan expressly taken for this purpose; |
| | (x) for reconstructing or making additions or alterations to a house or a ready built flat already owned or acquired by the subscriber;<br><br>(xi) for renovating, making additions or alterations or upkeep of an ancestral house at a place other than the place of duty or to a house built with the assistance of loan from Government at a place other than t e Place of duty;<br><br>(xii) for constructing a house on a plot of land purchased under clause (c).<br><br>(F) Within six months before the date of the subscriber's retirement, from the amount standing to his credit in the fund for the purpose of acquiring a farm land or business premises or both.<br><br>26. (1) Any sum withdrawn by a subscriber at any one time for one or more of the purposes specified in para 14 from the amount standing to his credit in the Fund shall not ordinarily exceed one-half of the amount of subscriptions and interest thereon standing to the credit of the subscriber in the Fund or 6 months' pay, whichever is less. The sanctioning authority may, however, sanction the withdrawal of an amount in excess of this limit up to |

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| Letter No. F.24-3/55-T.6 dt. 10.1.1969 (Effective from 8.1.1969) | the credit of the subscriber having due regard to (i) the object for which the withdrawal is being made (ii) the status of the subscriber and (iii) the amount of subscriptions and interest thereon standing to the credit of the subscriber in the Fund.<br><br>(3) A subscriber who has been permitted to withdraw money from the Fund under para 14 shall satisfy the sanctioning authority within a reasonable period as may be specified by that authority that the money has been utilised for the purpose for which it was withdrawn and if he fails to do so, the whole of the sum so withdrawn, or so much thereof as has not been applied for the purpose for which it was withdrawn shall forthwith be repaid in one lump sum together with interest thereon at the rate determined under para 10 by the subscriber to the Fund and in default of such payment it shall be ordered by the sanctioning authority to be recovered from his emoluments either in a lump sum or in such number of monthly installments, as may be determined by the Institute.<br><br>27. A subscriber who has already drawn or may draw in future an advance under para 11 for any of the purposes specified in clauses (a), (b) & (c) of sub-para (1) of para 14 may convert, at his discretion by written request addressed to the Accounts Officer through the |
| | sanctioning authority tile balance outstanding against it into a final withdrawal on his satisfying the conditions laid down in paras 14 & 15.<br><br>**Payments towards Insurance Policies and Family Pension Funds**<br><br>28. On written application from a subscriber to the Fund and subject to the conditions contained in paras 18 to 25:<br><br>(a) (i) subscriptions to a family pension Fund and<br>(ii) payments towards an insurance policy may be substituted for the whole or part of subscriptions to the Fund;<br>(b) the amount of subscriptions with interest thereon standing to the credit of a subscriber in the Fund may be withdrawn to meet-<br>(iv) payments towards an insurance policy;<br>(v) purchase of a single payment insurance policy;<br>(vi) payment of a single premium or subscriptions to family, pension fund.<br><br>Provided that both in respect of (a) and (b) the family pension is (i) approved by the Board; and (ii) insurance policy is such as may be legally assigned by the subscriber himself in favour of the Institute and is so assigned by him and is delivered to the Registrar as a security against payment made from the Fund. |

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| | 29. (1) An insurance policy effected by the subscriber himself on his own life or on the joint fives of the subscriber and his wife which shall be deemed to be a policy on the life of the subscriber himself, may be accepted for assignments in favour of the Institute.<br><br>(6) A policy which has been assigned to the subscriber's wife shall not be accepted unless either the policy is first re-assigned to the subscriber or the subscriber and his wife both join in an appropriate assignment.<br><br>(7) An insurance policy shall be assigned to the institute by means of an endorsement made on the policy itself in Form (1) or Form (2) or Form (3) of the Forms given in Appendix V according as the policy is on the life of the subscriber or on the joint lives of the subscriber and his wife or the policy has previously been assigned to the subscriber's wife.<br><br>(8) Notice of assignment of a policy shall be given by the subscriber to the insurance Company, and the acknowledgement of |
| | the notice by the Insurance Company shall be sent to the Registrar within three months of the date of assignment.<br><br>(9) Where an insurance Policy has been assigned to the Institute the Registrar shall satisfy himself by referring to the Insurance Company, where possible that no prior assignment of the policy exists.<br><br>30. (1) Except in the cases of the Hindu Family (Pension) Annuity Fund and the Postal life Assurance Policies in respect of which subscriptions or premiums which are paid by the Institute will not make any payment on behalf of subscribers to Insurance Companies nor take steps to keep a policy alive.<br><br>(4) A subscriber who desires to substitute his Fund subscriptions in whole or part for payment to a Family Pension Fund or Insurance under clause (1) of para 17 may reduced his subscription to the Fund within its limits:<br><br>Provided that except in the cases of subscriptions or premiums mentioned in sub-para (1) the subscriber shall send to the Registrar, within a period of two months from the date of payment, receipt or certified copies of receipts in order, to satisfy that the amount by which the subscription to the Fund has been reduced was duly applied for the purposes specified in clause (a) of para 17.<br><br>(5) A subscriber who desires to withdraw any amount under clause (b) of para 17 within limit of his subscription in the Fund shall |

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| | make arrangements with the Registrar for the withdrawal of the amount to be paid from his subscription in the Fund.<br><br>Provided that the subscriber shall send to the Registrar, within a period of two months from the date of payment,' receipts or certified copies of receipts in order to satisfy that the amount withdrawn was duly applied for the purposes specified in clause (b) of para 17.<br><br>(4) Any amount withdrawn under clause (a) or (b) or para 17 shall be paid in whole rupees rounded to the nearest rupee in the manner provided in sub-para (5) of para 9.<br><br>31. (1) If the total amount of any subscriptions or payments substituted under clause (a) of 17 is less than the amount of minimum subscription payable to the Fund under para 7, the difference should be rounded off to the nearest rupee in the manner provided in sub-para (5) of para 9 and Paid by the subscriber as a subscription to the Fund. |
| | (3) If the subscriber withdraws any amount standing to his credit in the Fund for any of the purposes specified in clause (b) of para 17, he shall continue to pay to the Fund the subscriptions payable under para 7.<br><br>32. Once an Insurance Policy has been accepted for the pur- poses of being financed from the Fund, the terms of the Policy shall not be altered nor shall the Policy be exchanged for another Policy without the prior consent of the Director. Further the premium of life Insurance Policies assigned under this provision shall not be payable otherwise than annually.<br><br>33. The subscriber shall not during the currency of the Policy draw any bonus the drawal of which during such currency is optional under the terms of the policy and the amount of any bonus which under the terms of the policy the subscriber has no option to refrain from drawing during its currency shall be paid forthwith into the Fund by the subscriber or in default Recovered by reduction from his emoluments by installments or otherwise as the Board may direct,<br><br>23. (1) Save as provided in sub-para (2) of para 25 when the subscriber :-<br>(a) quits the service, or<br>(b) has proceeded on leave preparatory to retirement and applies to the Institute for re-assignment or return of the Policy, or<br>(c) while on leave, has been permitted to retire or declared by competent medical authority to be unfit for further service and applies to the Institute for reassignment or return of Policy, or<br>(d) pays or repays to the Fund the whole of any amount |

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| | withheld or withdrawn from the Fund for any of the purposes mentioned in sub-clause (ii) of clause (a) of para 17 and sub-clauses (i) and (ii) of clause (b) of para 17 with interest thereon at the rate provided in para 10.<br>the Registrar shall, if the policy has been assigned in favour of the Institute under para 18 re-assign the policy in the first Form set forth in Appendix VI to the subscriber, or to the subscriber, and the joint assured, as the cases may be, and make it over to the subscriber, together with a signed notice of the re-assignment addressed to the Insurance Company.<br><br>(3) Save as provided by sub-para (2) of para 25, when the subscriber dies before quitting the service, the Registrar shall re- |
| | assign the policy in the Second Form set forth in Appendix V] to such person as may be legally entitled to receive it, and shall make over the policy to such person together with a signed notice of the reassignment addressed to the Insurance Company.<br><br>29. If a policy assigned in favour of the Institute under para 18 matures before the subscriber quits the service, or if a policy an the joint fives of a subscriber and his wife, assigned under the said para fails due for payment by reason of the wife's death, the amount of the policy shall, on realisation, be credited to the Fund of the subscriber.<br><br>30. (1) If the interest of the subscriber in the family pension fund ceases in whole or part from any cause whatsoever, the provident fund account of the subscriber shall forthwith be reimbursed by the amount of the refund, if any, secured by the subscriber from the family pension fund which amount shall, in default of reimbursement, be deducted from the subscriber's emoluments by installments or otherwise, as the Board may direct.<br><br>(2) If the Institute receives notice of--<br>(d) an assignment (other than an assignment in favour of the Institute under para 18) or<br>(e) a charge of encumbrance on, or<br>(f) an order or a court restraining dealings with the policy or any amount realised thereon, the Registrar shall not-<br>(i) re-assign or make over the policy as provided in para 23,<br>(v) realise the amount assured by the policy, as provided<br>(vi) in para 24, but shall forthwith refer the matter to the Boa rd.<br><br>31. Notwithstanding anything contained in this schedule, if the sanctioning authority is satisfied that money withheld or withdrawn from the Fund under clause (a) or clause (b) of para 1 71 has been utilised for a purpose other than that for which sanction was given to the withholding or withdrawal of the |

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| | money from the Fund, the amount in question, shall, with interest at the rate provided in para 10, forthwith be paid by the subscriber to the Fund, or in default, be ordered to be recovered by deduction in one sum from the emoluments of the subscriber, even if he be on leave. If the total amount to be paid is more than one-half the subscriber's emoluments, recoveries shall be made in monthly installments of his emoluments till the entire amount recoverable is paid by him.<br><br>Note -The term 'emoluments' as used in this rule does not include subsistence grant. |
| | **Restrictions of the provisions relating to Financing of Policies**<br><br>32. The provisions contained in paragraphs 17 to 26 shall apply only to subscribers who, before the date from which the Statutes come into force, have been substituting in whole or in part, payments towards policies of life insurance for subscriptions to the Fund or making withdrawals from the Fund for such payments :<br><br>Provided that such subscribers shall not be permitted to substitute such payments for subscriptions due to the Fund or to withdraw from the Fund for making such payments in respect of any new policy.<br><br>**Circumstances in which Accumulations are Payable**<br><br>33. When a subscriber quits the service, the amount standing to his credit in the Fund shall, subject to any deduction under para 31, become payable to him :<br><br>Provided that a subscriber, who has been dismissed from the service and is subsequently reinstated in the service, shall, if required to do so by the Institute, repay any amount paid to him from the Fund in pursuance of this para with interest thereon at the rate provided in para 10 in the manner provided in the proviso to para 29. The amount so repaid shall he credited to his account in the Fund, the part which represents his subscriptions and interest thereon, and the part which represents the Institute contribution with interest thereon being accounted for in the manner provided in para 5.<br><br>29. When a subscriber-<br>(c) has proceeded on leave preparatory to retirement or if he is employed in a vacation department, on leave preparatory to retirement combined with vacation, or<br><br>(d) while on leave, has been permitted to retire or declared by competent medical authority to be unfit for further service, the amount of subscriptions and interest thereon standing to his credit in the Fund shall, upon application made by him in |

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| | that behalf to the Director, become payable to the subscriber.<br><br>Provided that the subscriber, if he returns to duty, shall, if required to do so by the Institute, repay to the Fund, for credit to his account, the whole or part of any amount paid to him from the Fund in pursuance of this rule, with interest thereon at the rate provided in para 10, in cash or securities, or partly in cash and partly in securities, by installments or otherwise, as the Institute may direct. |
| | 31. Subject to any deduction under para 31, on the death of a subscriber before the amount standing to his credit has become payable or where the amount has become payable, before payment has been made.<br><br>(j) when the subscriber leaves a family -<br><br>(c) if a nomination made by the subscriber in accordance with the provisions of para 4 in favour of a member or members of his family subsists, the amount standing to his credit in the Fund or the part thereof to which the nomination relates, shall become payable to his nominee or nominees in the proportion specified in the nomination.<br>(d) If no such nomination in favour of a member or members of the family of the subscriber subsists, or if such nomination relates only a part of the amount standing to his credit in the Fund, the whole amount or the part thereof to which the nomination does not relate, as the case may be, shall notwithstanding any nomination purporting to be in favour of any persons other than a member or members of his family, become payable to the member of his family in equal shares:<br><br>Provided that no share shall be payable to -<br><br>(5) sons who have attained majority;<br>(6) sons of a deceased son who have attained majority;<br>(7) married daughters whose husbands are alive;<br>(8) married daughters of a deceased son whose husbands are alive if there is any member of the family other than those specified in clause (1), (2), (3) and (4)<br><br>Provided also that the widow or widows and the child or children of a deceased son shall receive between them in equal parts only the share which that son would have received if he had survived the subscriber and had been exempted form the provisions of clause (1) of the proviso:<br><br>Note: (i) Any sum payable under these rules to a member of the family of a subscriber vests in such member under subsection (2) of Section 3 of the Provident Funds Act, 1925.<br><br>(iv) When the subscriber leaves no family if a nomination |

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| | made by him in accordance with the provisions of para 4, in favour of any person or persons subsists, the amount standing to his credit in the Fund or the part thereof to |
| | which the nomination relates, shall become payable to his nominee or nominees in the proportion specified in the nomination.<br><br>Note: - When a nominee is a dependent of the subscriber as defined in clause (c) of Section 2 of the Provident Funds Act, 1925, the amount vests in such nominee under sub-section (2) of Section 3 of that Act.<br><br>When the subscriber leaves no family and no nomination made by him in accordance with the provisions of para 4 subsists, or if such nomination relates only to part of the amount standing to his credit in the Fund, the relevant provisions of clause () and of sub clause (ii) of clause (c) of sub-section (1) of Section 4 of the Provident Funds Act, 1925, are applicable to the whole amount or the part thereof to which the nomination does not relate.<br><br>**32. (A) Deposit Linked Insurance Scheme**<br><br>On the death of a subscriber, the person entitled to receive the amount standing to the credit of the subscriber shall be paid by the Accounts Officer an additional amount equal to the average amount of subscription and interest thereon at the credit in the account during the 3 years immediately preceding the death of such subscriber, subject to the conditions that -<br><br>(d) the balance representing subscription with interest thereon at the credit of such subscriber shall not at any time during the 3 years preceding the month of death have fallen below the limits of<br><br>(j) Rs. 4000/- in the case of a subscriber who has held, for the greater part of the aforesaid period of three years, a post the maximum of the pay scale of which is Rs. 1300/- or more,<br><br>(v) Rs. 2500/- in the case of a subscriber who held, for the greater part of the aforesaid period of three years, a post the maximum of the pay scale of which is Rs. 900/- or more but less than Rs. 1300/-,<br><br>(vi) Rs. 1500/- in the case of a subscriber who has held, for the greater part of the aforesaid period of three years, a post the maximum of the pay scale of which is Rs. 291/- or more but less than Rs. 900/-,<br><br>(vii) Rs. 1000/- in the case of subscriber who has held, for the greater part of the aforesaid period of three years, a post the maximum of the pay scale of which is less than Rs. 291/-. |
| Inserted as per Min. of Edu. Lett No. F. 16-24/78-T.6 dt. 1-3-1979 (Effective from 1-8-1979) | |

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| | (e) the additional amount payable under this rule shall not exceed Rs. 10,000/-,<br>(f) the subscriber has put in at least 5 years service at the time of his death.<br><br>Note 1: The average balance shall be worked out on the basis of the balance at the credit of the subscriber at the end of each of the 36 months preceding the month in which the death occurs. For this purpose, as also for checking the minimum balances prescribed above -<br><br>(d) the balance at the end of March shall include the annual interest on subscription credited in terms of paragraph 10 and<br><br>(e) if the last of the aforesaid 36 months is not March, the balance at the end of said last month shall include interest on subscription in respect of the period from the beginning of the financial year in which death occurs to the end of the last month.<br><br>Note 2: Payments under this scheme should be in whole rupees. If an amount due includes a fraction of a rupee, it should be rounded to the nearest rupee, (50 paise counting as the next higher rupee).<br><br>Note 3: Any sum payable under this scheme is in the nature of insurance money and, therefore, the statutory protection given by section 3 of the Provident Funds Act, 1925 (Act 19 of 1925) does not apply to sums payable under this scheme.<br><br>Note 4: This scheme also applies to those subscribers to the Fund who are transferred to an autonomous organisation consequent upon conversion of a Government Department into such a body and who, on such transfer, opt, in terms of option given to them, to subscribe to this Fund in accordance with these rules.<br><br>Note 5: (a) In case of an employee or the Institute who has been admitted to the benefits of the Fund under Statute 16 (2)/Statute 16A (1) but dies before completion of three years service or, as the case may be five years service form the date of his admission to the Fund, that period of his service under the previous employer in respect whereof the amount of his subscriptions and the employer's contribution, |
| | if any together with interest have been received, shall count for purposes of clause (a) and clause (c).<br><br>(d) In case of persons appointed on tenure basis and in the case of re-employed pensioners, service rendered from the date of such appointment or re-employment, as the case may be, only will count for purposes of this rule. |

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| | (e) This Scheme does not apply to persons appointed on contract basis.<br><br>Note 6: The budget estimates of expenditure in respect of this scheme will be prepared by the Accounts Officer responsible for maintenance of the accounts of the Fund having regard to the trend of expenditure in the same manner as estimates are prepared for other retirement benefits.<br><br>**Deductions**<br><br>33. Subject to the conditions that no deduction may be made which reduces the credit by more than the amount of any contribution by the Institute with interest thereon credited under paras 9 and 10, before the amount standing to the credit of a subscriber in the Fund is paid out of the Fund, the Board may direct the deduction therefore and payment to the Institute of,<br><br>(d) any amount, if a subscriber has been dismissed from the service for grave misconduct:<br><br>Provided that, if the order of dismissal is subsequently cancelled the amount so deducted shall on his reinstatement in the service, be replaced at his credit in the Fund;<br><br>(e) any amount, if a subscriber resigns his employment with the Institute within five years of the commencement thereof otherwise than by reason of superannuation or a declaration by competent medical authority that he is unfit for further service;<br><br>(f) any amount due under a liability incurred by the subscriber to the Institute.<br><br>32. (1) (a) When the amount standing to the credit of a subscriber in the fund or the balance thereof after any deduction under para 31 becomes payable, it shall be the duty of the Registrar, after obtaining the sanction of the Director and after satisfying himself, when no such deduction has been directed under that para no deduction is to be made, to make the payment as provided in Section 4 of the Provident Fund Act 1925. |
| Amended as per Min. of Edu. Letter No. F. 11B/78-T.6 dt.7.6.1980 (Effective from 3-6-1980)<br><br>Amended as per Min. of Edu. Letter No. F. 24-7/65-T.6 dt. 16.10.1968 (Effective from 18-9-1968) | (f) In the case of final payment to the Director from the Contributory Provident Fund, the competent authority to sanction the payment shall be the Chairman, Board of Governors.<br><br>(4) If the person to whom, under this schedule, any amount or policy is to be paid, assigned, re-assigned or delivered is a lunatic for whose estate a manager has been appointed in this behalf, the payment or re-assignment or delivery will be made to such manager appointed under the provisions of the |

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| | Indian lunacy Act, 1912 and not to the lunatic.<br><br>(5) Any person who desires to claim payment under this para shall send a written application in that behalf to the Director. Payment of amounts withdrawn shall be made in India only. The persons to whom the amounts are payable shall make their own arrangements to receive payment in India.<br><br>Note : When the amount standing to the credit of a subscriber has become payable under para 28, 29 or 30, the Institute shall make arrangement for prompt payment of that portion of the amount standing to the credit of a subscriber in regard to which there is no dispute or doubt, the balance being adjusted as soon after as may be.<br><br>**Procedure**<br><br>36. Accumulations in the Fund of which payment has not been taken within six months after they become payable under this schedule shall be transferred to "Deposits" after the 31st March of the year and treated under the provisions relating to deposits.<br><br>37. When paying a subscription in India either by deduction from emoluments or in cash, a subscriber shall quote the number of his account in the Fund, which shall be communicated to him by the Accounts Officer. Any change in the number shall similarly be communicated to the subscriber by the Accounts Officer.<br><br>38. As soon as possible after the 31st March of each year and after the Fund accounts have been audited by the Audit Officer, the Accounts Officer shall send to each subscriber a statement of his account in the Fund in the Form set forth in Appendix VII showing the opening balance as on the 1st April of the year, the total amount of deposits during the year and the closing balance on that date.<br><br>The Accounts Officer shall attach to the statement of account an enquiry whether the subscriber- |
| | (b) desires to make any alteration in any nomination made under para 4;<br><br>(c) has acquired a family (in cases where the subscriber has made no nomination in favour of a member of his family under the proviso to sub-para (1) of para (4).<br><br>(4) Subscribers should satisfy themselves as to the correctness of the annual statement, and errors should be brought to the notice of the Accounts Officer within three months from the date of receipt of the statement. If no intimation is received from the subscriber within this period it shall be assumed that he has |

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| | accepted the statement.<br><br>(5) Where errors in the annual statement are brought to notice, it shall be the responsibility of the Accounts Officer to reconcile the same for settlement to the satisfaction of the subscriber. |

## APPENDIX 1
## FORM-1 APPLICATIOR FOR OPTION

STATUTE 16A(2)

I... .... . ... ... ... ... ... ... ... ... ... ... ... ... ... .an employee of the Indian Institute of Technology..... ... ..... ... hereby elect to be governed by the Contributory Provident Fund-cum-Gratuity Scheme as laid down in Statute 16A and in Schedule E to the Statutes of the Institute and relinquish my claim to be governed by all the terms and conditions including that of retirement benefits which where applicable to me immediately before the **1st January, 1971**. I am aware of this fact that this election is final and that it shall take effect from the **1st January. 1971**.

Signature……
( Thumb impression if illiterate )

Designation……

Date of election……

Witness:-
(1)
(2)

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## FORM-11 DECLARATION

[See Paragraph 1(3)]

I ……..,  (the subscriber) an employee of the Indian Institute of Technology at.....……do hereby declare that I have read the provisions governing the Contributory Provident Fund-cum-Gratuity Scheme of the Indian Institute of Technology……..... ...
and agree to abide by them.

Dated this…… day of……..

Signature of subscriber

Two witness to the signature.

1……..

2 …….

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## Appendix II

[See para 4(3)]

## FORMS OF NOMINATION

1. When the subscriber has a family and wishes to nominate one member thereof.

I hereby nominate the person mentioned below, who is a member of my family as defined in para 2 of the provisions governing the Contributory Provident Fund-cum-Gratuity Scheme of the Indian Institute of Technology …….. to receive the amount that may stand to my credit in the Fund, in the event of my death before that amount has become payable or having become payable, has not been paid.

| Name and address of the nominee | Relationship with Subscriber | Age | Contingencies on the happening of which the nomination shall become invalid | Name, address relationship of the person, if any, to whom the right of the nominee shall pass in the event of predeceasing the subscriber |
|---|---|---|---|---|
| | | | | |

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Dated this …….day of……..

at…….

Signature of subscriber

Two witnesses to signature.

1. ……

2. ……

## Appendix II (Contd.)

II. When the subscriber has a family and wishes to nominate more than one member thereof.

I hereby nominate the person mentioned below, who are members of my family as defined in para 2 of the provisions governing the Contributory Provident Fund-cum-Gratuity Scheme of the Indian Institute of Technology …….. to receive the amount that may stand to my credit in the Fund, in the event of my death before that amount has become payable or having become payable, has not been paid

and direct that the said amount shall be distributed among the said persons in the manner shown below against their names:

| Name and address of the nominee | Relationship with Subscriber | Age | [o]Amount of share of accumulations to be paid to each | Contingencies on the happening of which the nomination shall become invalid | Name, address relationship of the person, if any, to whom the right of the nominee shall pass in the event of predeceasing the subscriber |
|---|---|---|---|---|---|
| | | | | | |

IndiaCode

Dated this …….day of……..

at…….

Signature of subscriber

Two witnesses to signature.

1. ……

2. ……

[o]Note: This column should be filled in so as to cover the whole amount that may stand to the credit of the subscriber in the Fund at any time.

**Appendix II (contd.)**

III. When the subscriber has no family and wishes to nominate one person.

I, having no family as defined in para 2 of the provisions governing the Contributory Provident Fund-cum-Gratuity Scheme of the Indian Institute of Technology …….. hereby nominate the person mentioned below to receive the amount that may stand to my credit in the Fund, in the event of my death before that amount has become payable, or having become payable has not been paid:

| Name and address of the nominee | Relationship with Subscriber | Age | [o]Contingencies on the happening of which the nomination shall become invalid | Name, address relationship of the person, if any, to whom the right of the nominee shall pass in the event of predeceasing the subscriber |
|---|---|---|---|---|
| | | | | |

| | | | | |
|---|---|---|---|---|
| | | | | |

Dated this …….day of……..

at…….

Signature of subscriber

Two witnesses to signature

1. ……

2. ……

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[o]Note: Where a subscriber who has no family makes nomination, he shall specify in this column that the nomination shall become invalid in the event of his subsequently acquiring a family.

**Appendix II (contd.)**

IV. When the subscriber has no family and wishes to nominate more than one person.

I, having no family as defined in para 2 of the provisions governing the Contributory Provident Fund-cum-Gratuity Scheme of the Indian Institute of Technology …….. hereby nominate the person mentioned below to receive the amount that may stand to my credit in the Fund, in the event of my death before that amount has become payable, or having become payable has not been paid, and direct that the said amount shall be distributed among the said persons the manner shown below against their names.

| Name and address of the nominee | Relationship with Subscriber | Age | [o]Amount of share of accumulations to be paid to each | [+]Contingencies on the happening of which the nomination shall become invalid | Name, address relationship of the person, if any, to whom the right of the nominee shall pass in the event of predeceasing the subscriber |
|---|---|---|---|---|---|
| | | | | | |

Dated this …….day of……..

at…….

Signature of subscriber

Two witnesses to signature.

1. ……

2. ……

Note: [o]This column should be filled in so as to cover the whole amount that may stand to the credit of the subscriber in the Fund at any time.

Note: [+]Where a subscriber who has no family makes nomination shall become invalid in the event of his subsequently acquiring a family.

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APPENDIX III

## CONTRIBUTORY PROVIDENT FUND LEDGER

(See Para 5)

Account No……

Date of receipt of nomination……Name……..Designation……..Joined on…….

| | YEAR : - | | | | | | | | | YEAR: - | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | SUBSCRIPTIONS | | | | | | INSTITUTE'S CONT. | | | SUBSCRIPTIONS | | | | | | INSTITUTE'S CONT. | | |
| Month | Emoluments | Subscriptions | Refunds of withdrawals | Total | Withdrawals | Monthly balance on which interest is calculated | ooo Please see below | Withdrawals | Remarks | Emoluments | Subscriptions | Refund of withdrawals | Total | Withdrawals | Monthly balance on which interest is calculated | ooo Please see below | Withdrawals | Remarks |
| April | | | | | | | | | | | | | | | | | | |
| May | | | | | | | | | | | | | | | | | | |
| June | | | | | | | | | | | | | | | | | | |
| July | | | | | | | | | | | | | | | | | | |
| August | | | | | | | | | | | | | | | | | | |
| September | | | | | | | | | | | | | | | | | | |
| October | | | | | | | | | | | | | | | | | | |
| November | | | | | | | | | | | | | | | | | | |
| December | | | | | | | | | | | | | | | | | | |
| January | | | | | | | | | | | | | | | | | | |
| February | | | | | | | | | | | | | | | | | | |
| March | | | | | | | | | | | | | | | | | | |
| Journal Entries | | | | | | | | | | | | | | | | | | |
| Total | | | | | | | | | | | | | | | | | | |

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ooo Subscriber's emoluments drawn on duty or during leave or on deputation abroad.

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| Balance from | Rs | Institute's cont. on Rs. @8.1/3& | Rs | Balance from | Rs | Institute's cont. on Rs. @ 8.1/3% | Rs |
| Deposits & refunds as above | Rs | Balance from | Rs | Deposits & refunds as above | Rs | Balance from | Rs |
| Interest for | Rs | Interest for | Rs | Interest for | Rs | Interest for | Rs |
| Total | Rs | Total | Rs | Total | Rs | Total | Rs |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| Deduct withdrawals as above | Rs | Deduct withdrawals as above | Rs | Deduct withdrawals as above | Rs | Deduct withdrawals as above | Rs |
| Balance as on March 31, Calculated by…….. Checked by……. | Rs | Balance on March 31, | Rs | Balance as on March 31, Calculated by…….. Checked by……. | Rs | Balance on March 31, | Rs |

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## APPENDIX IV
(See Para II)

## FORM OF APPLICATION FOR A TEMPORARY ADVANCE FROM THE CONTRIBUTORY PROVIDENT FUND

1. Name of the subscriber and his Account Number

2. Designation

3. Pay

4. Balance of subscription at credit of the subscriber on the date of application

5. Amount of advance required

6. Purpose for which the advance is required - [Para 11(a) of the Contributory Provident Fund Rules]

7. Number (and amount) of monthly instalments in which the advance is proposed to be repaid

8. Amount of advance or advances last taken, if any. State particulars of the advance, date on which taken, instalments

9. Whether any advance last taken is in course of repayment or 12 months have not elapsed since its complete repayment together with interest.

10. Full particulars of the pecuniary circumstances of the subscriber justifying the application for the temporary withdrawal.

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Signature of the applicant

The particulars against items 3, 4, 8 and 9 have been verified to be correct.

Signature…….

Designation: Accounts Officer.

**(Remarks of the Recommending Authority)**

No……Date……the……
……..

Forwarded to the…….

I am satisfied that the pecuniary circumstances of the official justify the grant of advance applied for which is admissible under para 11 of the provisions governing the Contributory Provident Fund and is recommended, as a special case, for the……'s sanction under para 12 ibid.

The advance is recoverable in……instalments of Rs…….. per mensem with one/two additional instalments representing interest at the prescribed rate.

Signature…….

Designation……

No……Date……the……
……..

Sanction of the …… is conveyed to the grant of an advance of Rs…… to be recovered in…….monthly instalments of Rs…… each with one/two additional instalments representing interest at the prescribed rate.

Signature…….

Designation……

Note: (i) The application should in the first instance be submitted to the Registrar, who, after obtaining necessary certificate from the Accounts Officer, submit the application with his recommendations, to the Director for sanction or submit it to the higher authority, after obtaining the Director's recommendations, as the case may be.

(ii) The application, when sanctioned should be sent to the Accounts Section for necessary further action.

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## APPENDIX V
(See Para 18)

## FORMS OF ASSIGNMENT

(1)

I, …….. of …….. hereby assign unto the Indian Institute of Technology…….. the within policy of assurance as security for payment of all sums which under the provisions governing the Contributory Provident Fund of the Indian Institute of Technology …….., I may hereafter become liable to pay to the Contributory Provident Fund of the Indian Institute of Technology……

I hereby certify that no prior assignment of the within policy exists.

Dated this……day of……

Station……

Signature of subscriber

One witness to signature……..

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(2)

We, ……. (the subscriber) of…….and…… (the joint assured) of ……in consideration of the Indian Institute of Technology, ……agreeing at our request to accept payments towards the within policy of assurance in substitution for the subscriptions payable by me the said……to the Contributory Provident Fund, Indian Institute of Technology……..to accept the withdrawal of the sum of Rs……from the sum to the credit of the said……..in the Contributory Provident Fund, Indian Institute of Technology,……for payment of the premium of the within policy of assurance, hereby jointly and severally assign unto the said Indian Institute of Technology,…….. the within policy of assurance as security for payment of all sums which under the rules of the said Fund the said…….may hereafter become liable to pay to that Fund.

We hereby certify that no prior assignment of the within policy exists.

Dated this……day of……

Station……

Signature of subscriber and the joint assured

One witness to signature……..

Note - This assignment may be executed on the policy itself either in the subscriber's hand writing or in type, or alternatively a typed or printed slip containing the assignment may be pasted on the blank space provided for the purpose on the policy. A typed or printed endorsement must be duly signed and if pasted on the policy it must be initiated across all the four margins.

(3)

I, …….. wife of……and the assignee of the within policy, having at the request of……..., the assured, agree to release my interest in the policy in favour of…….in order that……..may assign the policy to the Indian Institute of Technology,…….which body has agreed to accept payments towards the within policy of Assurance in substitution for the subscriptions payable by……to the Contributory Provident Fund hereby at the request and by the direction of…….assign and I the said……assign and confirm unto the Indian Institute of Technology…….the within policy of assurance as security for payment of all sums which under the rules of the said Fund the said……may hereafter become liable to pay to the Fund.

We hereby certify that no prior assignment of the within policy exists.

Dated this……day of……

Station……

Signature of the assignee and the subscriber

One witness to signature……..

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(4)

Form of assignment to be used in case where a subscriber to the General Provident Fund who has effected an insurance policy under the rules of that Fund is admitted to the Contributory Provident Fund, Indian Institute of Technology,..……

I,……of……..hereby further assign unto the Indian Institute of Technology,…….the within policy of assurance as security for payment of all sums which under the provisions governing the Contributory Provident Fund of the Indian Institute of Technology, ……I may hereafter become liable to pay to the Contributory Provident Fund of the Indian Institute of Technology,…….

I hereby certify that except an assignment to the President of India as security for payment of all sums which I have become liable to pay under the General Provident Fund Rules, no prior assignment of the within policy exists.

Dated this……day of……

Station……

Signature of subscriber

One witness to signature……..

## APPENDIX VI
(See Para 23)

## FORMS OF REASSIGNMENT AND ASSIGNMENT BY THE INDIAN INSTITUTE OF TECHNOLOGY

All sums which have become payable by the above named……under the provisions governing the Contributory Provident Fund, Indian Institute of Technology……having been paid and all liability for payment by him of any such sums in the future having ceased the Institute doth hereby reassign the within policy of assurance to the said……

Dated this……day of……

Execute by……Registrar of the Institute for and on behalf of the Indian Institute of Technology,

Signature of the Registrar

(One witness who should add his designation and address.)

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(2)

The above named……..having died on the……..day of……. , the Indian Institute of Technology……doth hereby assign the within policy of assurance to……*

Dated this……day of……

Executed by …… Registrar of the Institute and on behalf of the Indian Institute of Technology,……..

Signature of the Registrar

(One witness who should add his designation and address.)

* Fill in particulars of persons legally entitled to receive the policy.

## FORM OF REASSIGNMENT BY THE INDIAN INSTITUTE OF TECHNOLOGY

The Indian Institute of Technology,…….doth hereby reassign the within policy to the said……

Dated this……day of……

Executed by ……Registrar of the Indian Institute of Technology…… for and on behalf of the Indian Institute of Technology,……

Signature of subscriber

(One witness who should add his designation and address)

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## APPENDIX VII
(See Para 35)

## SUBSCRIBER'S STATEMENT OF ACCOUNT FOR THE YEAR ENDING 31-3-19

Name of Subscriber ……..

Number of Account……

| Particulars | Opening balance | Deposit | Interest | Total | Withdrawals | Closing balance |
|---|---|---|---|---|---|---|
| Subscriptions and refunds of withdrawals | | | | | | |
| Institute contributions | | | | | | |
| Total | | | | | | |

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Note: (i) The subscriber should satisfy himself as to the correctness of the statement and to bring errors, if any, to the notice of the Accounts Officer within 3 months from the date of receipt of the statement. If no intimation is received from the subscriber within this period it shall be assumed that he has accepted the statement.

(ii) The subscriber should state whether he desires to make any alteration in any nomination made under the rules of the Fund.

(iii) In case where the subscriber has made no nomination in favour of a member of his family owing to his having no family at the time but acquired a family thereafter the fact should be reported to the Registrar forthwith.

Accounts Officer
Indian Institute of Technology

Dated…….

**(Portion to be returned to the Accounts Officer)**

I hereby acknowledge receipt at the Annual Statement of my Contributory Provident Fund Account for the year ….. and/but do not accept the balance shown therein as correct for the reason given overleaf.

Reason, if any, for the non-acceptance of the balance with particulars necessary in support.

Dated…….

Signature of subscriber

**APPENDIX VIII**

Form of Nomination

FORM I

(See Paragraph 37)

## NOMINATION FOR DEATH-CUM-RETIREMENT GRATUITY

When the employee has a family and wishes to nominate one member thereof.

I hereby nominate the persons mentioned below, who is a member of my family, and confer on him the right to receive any gratuity that may be sanctioned by the Institute in the event of my death while in service and the right to receive on my death any gratuity which having become admissible to me on retirement may remain unpaid at my death:-

| Name and address of the nominee | Relationship with employee | Age | Contingencies on the happening of which the nomination shall become invalid | Name, address relation-ship of the person, if any, to whom the right conferred on the nominee shall pass in the event of predeceasing the employee or the nominee dying after the death of employee but before receiving payment of the gratuity | Amount of share of accumulations to be paid to each |
|---|---|---|---|---|---|
| | | | | | |

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This nomination supersedes the nomination made by me earlier on…… which stands cancelled.

Dated this …….day of……..

at…….

Signature of subscriber

Two witnesses to signature.

1.……

2.……

Note:- The last column should be filled in so as to cover the whole amount of gratuity.

Nomination by……

Designation…….

Department…….

Signature of Registrar

Date……

**FORM II**

(See paragraph 37)

**NOMINATION FOR DEATH-CUM-RETIREMENT GRATUITY**

When the member of staff has a family and wishes to nominate more than one member thereof.

I hereby nominate the persons mentioned below, who is a member of my family, and confer on him the right to receive to the extent specified below, any gratuity that may be sanctioned by the Institute in the event of my death while in service and the right to receive on my death to the extent specified below, any gratuity which having become admissible to me on retirement may remain unpaid at my death:-

| Name and address of nominee | Relationship with the employee | Age | Amount of share of gratuity payable to each | Contingencies on the happening of which the nomination shall become invalid | Name, address relationship of the person or persons if any, to whom the right conferred on the nominee shall pass in the event of nominee predeceasing the employee or the nominee dying after the death of employee but before receiving payment of the gratuity | Amount of share of gratuity payable to each |
|---|---|---|---|---|---|---|
| | | | | | | |

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This nomination supersedes the nomination made by me earlier on…… which stands cancelled.

Dated this …….day of……..

at…….

Two witnesses to the signature.

1.…… Signature of employee

2.……

Note:- 1. Fourth column should be filled in so as to cover the whole amount of gratuity.

2. The amount/share of gratuity shown in last column should be the whole amount/share payable to the original nominees.

Nomination by……

Designation…….

Department…….

**FORM III**
(See paragraph 37)

**NOMINATION FOR DEATH-CUM-RETIREMENT GRATUITY**

When the employee has no family and wishes to nominate one person.

I, having no family, hereby nominate the person mentioned below and confer on him the right to receive any gratuity that may be sanctioned by the Institute in the event of my death while in service and the right to receive on my death any gratuity which having become admissible to me on retirement remains unpaid at my death:-

| Name and address of nominee | Relationship with the employee | Age | Contingencies on the happening of which the nomination shall become invalid | Name, address relationship of the person or persons if any, to whom the right conferred on the nominee shall pass in the event of nominee predeceasing the employee or the nominee dying after the death of employee but before receiving the payment of the gratuity | Amount of share of gratuity payable to each |
|---|---|---|---|---|---|
| | | | | | |

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This nomination supersedes the nomination made by me earlier on…… which stands cancelled.

Dated this …….day of……..

at…….

Two witnesses to the signature.
1.…… Signature of employee

2.……

Nomination by……
Designation…….
Department……. Signature of the Registrar

Date……..

**FORM IV**
(See paragraph 37)

**NOMINATION FOR DEATH-CUM-RETIREMENT GRATUITY**

When the employee has no family and wishes to nominate more than one person.

I, having no family, hereby nominate the persons mentioned below, and confer on them the right to receive to the extent specified below, any gratuity that may be sanctioned by the Institute in the event of my death while in service and the right to receive on my death, to the extent specified below any gratuity which having become admissible to me on retirement may remain unpaid at my death:-

| Name and address of nominee | Relationship with the employee | Age | [o]Amount of share of gratuity payable to each | Contingencies on the happening of which the nomination shall become invalid | Name, address and relationship of the person or persons, if any, to whom the right conferred on the nominee shall pass in the event of nominee predeceasing the employee or the nominee dying after the death of employee but before receiving the payment of the gratuity | Amount of share of gratuity payable to each |
|---|---|---|---|---|---|---|
| | | | | | | |

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This nomination supersedes the nomination made by me earlier on…… which stands cancelled.

N.B.:- The employee should draw lines across blank space below the last entry to prevent the insertion of any name after he has signed.

Dated this …….day of……..

at…….

Two witnesses to signature

1.…… Signature of the employee

2.…… Date……..

[o]Note:- 1. This column should be filled in so as to cover the whole amount of gratuity.

2. The amount/share of gratuity shown in last column should be the whole amount/share payable to the original nominees.

## SCHEDULE 'F'

(See Statute 16B)

## GENERAL PROVIDENT FUND-CUM-PENSION-GRATUITY SCHEME OF THE INDIAN INSTITUTE OF TECHNOLOGY KANPUR

### 1. Application

The provisions contained in this Schedule shall apply to the employees specified in clause (1) of Statute 16B.

### 2. Transfer of Accumulation in Contributory or non-Contributory Provident Fund

If an employee admitted to the benefit of the Fund was previously a subscriber to any Contributory/non-Contributory Provident Fund of the Central Government/State Government or of a body corporate, owned or controlled by Government or of an autonomous organization registered under the Societies Registration Act 1860, the amount of his accumulation in such Contributory or non-Contributory Provident Fund, shall be transferred to his credit in the Fund.

### 3. Declaration

Every employee of the Institute entitled to the benefits of the Fund shall be required to sign a written declaration in the form set-forth in Appendix 1 that he has read this Schedule and agreed to abide by the provisions contained in It,

### 4. Definitions

In this Schedule, unless the context otherwise requires

(i) "Accident" means-

(a) a sudden and unavoidable mishap; of

(b) a mishap due to an act of devotion to duty in an emergency arising otherwise than by violence out of and in the course of service;

(ii) "Accounts Officer" means the Accounts Officer of the Institute;

(iii) "Annexure" means an annexure appended to the Schedule;

(iv) "Audit Officer" means the (internal) Audit Officer of the Institute;

| | |
|---|---|
| Amended vide Min. of Edu. Letter No. F.11-3/76-T.6 dt. 23-11-1976) | (v) "Average emoluments" means the average emoluments calculated upon last 10 months of service.<br><br>(vi) "Board" means the Board of Governors of the Institute;<br><br>(vii) "Director" means the Director of the Institute;<br><br>(viii) "Disease" means-<br><br>(i) disease solely and directly attributable to an accident; or<br>(ii) an epidemic disease contracted by an employee in consequence of his being ordered on duty to an area in which such disease is prevalent, or in consequence of his attending voluntarily, out of humanitarian motives, upon any patient suffering from any such disease in an area where he happens to be in the performance of his duties; or<br>(iii) venereal disease or septicaemia where such disease is contracted by a medical officer as a result of attendance in the course of his official duty on an infected patient or on conducting a postmortem examination in the course of that duty;<br><br>(iv) "Emoluments" means pay including dearness, pay if any, leave salary, or subsistance grant and includes any remuneration of the nature of pay (including dearness pay, if any) received in respect of foreign service;<br><br>(v) "Employee" means an employee of the Institute.<br><br>(vi) "Family" means-<br><br>(i) in the case of a male subscriber, the wife or wives and children of a subscriber and the widow or widows and children of a deceased son of the subscriber;<br><br>Provided that if a subscriber proves that his wife has been judicially separated from him or has ceased under the customary law of the community to which she be- longs to be entitled to maintenance, she shall henceforth be deemed to be no longer a member of the subscriber's family in matters to which these rules relate, unless the subscriber subsequently intimates in writing to the Registrar that she shall continue to be so regarded; |
| | (ii) in the case of a female subscriber, the husband and children of the subscriber, and the widow or widows and children of a deceased son of the subscriber:<br><br>Provided that if a subscriber by notice in writing to the Registrar expresses her desire to exclude her husband from her family, the |

| | |
|---|---|
| Substituted vide Min. of Edu. Letter No. F.11-6/76-T.6 dt. 16.7.1978 | husband shall henceforth be deemed to be no longer a member of the subscriber's family in matters to which these rules relate, unless the subscriber subsequently cancels such notice in writing.<br><br>*Note :-* "Child" means a legitimate child and includes an adopted child where adoption is recognized by the personal law governing the subscriber.<br><br>(vii) "Forms" means a form appended to these provisions.<br><br>(viii) "Fund" means the General Provident Fund of the Institute.<br><br>(ix) "Injury" means bodily injury resulting from violence, accident or disease assessed by the consulting Medical Officer of the Institute as being not less than severe.<br><br>*Note:* Examples of injuries of certain categories are given in Appendix V.<br><br>(x) "Institute" means the Indian Institute of Technology.<br><br>(xi) "Leave" means any variety of leave recognized by the Institute framed in Schedule D under Statute 1 9/1 7.<br><br>(xii) "Pay" means the amount drawn monthly by an employee pay including Dearness Pay where admissible, which has been sanctioned for the post held by him substantively or in any officiating capacity and includes special pay and personal pav, if any;<br><br>(xiii) "Personal pay" means additional pay granted to an employee-<br><br>(a) to save him from a loss of substantive pay in respect of permanent post owing to a revision of pay or to any reduction of such substantive pay otherwise than as a disciplinary measure; or<br><br>(b) in exceptional circumstances on other personal consideration. |

| | |
|---|---|
| Substituted vide Min. of Edu. Letter No. F. 11-6/83-T.6 dt. 31-1-1984 (Effective from 28.1.1984) | (xiv) "Qualifying Service" means service rendered as an employee in a substantive capacity including period spent on probation, continuous/temporary or officiating service under the Institute or under the States/Central Government or under an autonomous organization or under corporate body of States/Central Government followed without interruption by confirmation in the same or in other post shall count in |

| | |
|---|---|
| | full as qualifying service except in respect of the period of service in "work charged" establishment and periods of service paid from "contingencies"-<br><br>EXPLANATION 1<br><br>All periods of leave with allowances shall count as qualifying service.<br><br>Note:- Nothing in this clause shall affect other periods relating to the accounting of special kinds of leave or pension.<br><br>(a) Any period of special disability leave or study leave availed of by an employee shall count as qualifying service.<br><br>(b) Where maternity leave availed of by an employee either alone or in combination with some other form of leave on full pay (except special disability leave) exceeds 120 days, the first 120 days only of the entire spell of leave shall count as qualifying service.<br><br>(c) The period spent on deputation for training or deputation for any special purpose including periods of travel to and from the country of deputation shall count as qualifying service; provided that if the employee has availed himself of any extra-ordinary leave without allowances during the period of deputation, the period of such extra-ordinary leave shall be excluded.<br><br>EXPLANATION II<br><br>The following periods in the service of an employee shall not count as qualifying service:--<br><br>(i) Time passed under suspension pending enquiry into his conduct if the suspension is not immediately followed by reinstatement,<br>(ii) Extra-ordinary leave without leave salary and allowances;<br>(iii) Unauthorised absence in continuation of authorised leave of absence. |

EXPLANATION III

An addition to the service qualifying for superannuation pension of a period not exceeding five years in the case of certain cadres specified by the Board may be made under the following conditions.-

(a) The post should require Post-Graduate, Research or specialist qualifications or experience in scientific technological or professional field;

(b) the post is such that candidates of more than 25 years of age are normally recruited; and

(c) that the concession is not admissible unless actual qualifying service of an officer at the time he quits Govt. service is not less than 1 0 years.

(xv) "Registrar" means the Registrar of the Institute;

(xvi) "Risk of office" means any risk, not being a special risk, of accident or disease to which an employee is exposed in the course of and as a consequence of his duties, but nothing shall be deemed to be a risk of office which is a risk common to human existence in modern conditions in India, unless such risk is definitely enhanced in kind or degree by the nature, conditions, obligations or incidents of service.

Note:-The term "risk of office" includes risk of death or injury to which an employee is exposed when he attends on a working day, or is required to attend on a holiday, the place of his employment for the performance of his duties during any riot or civil commotion in the locality and while proceeding from his residence to the place of his employment vice verse, becomes a victim of any such riot or civil commotion.

(xvii) "Special pay" means an addition of nature of pay to employment's of a post or of an employee granted in consideration of the specially arduous nature of his duties or of a specific addition to his work or responsibility.

(xxiii) "Special risk" means-

(i) a risk of suffering injury by violence;

(ii) a risk of injury by accident to which an employee is exposed in the course of and as consequence of the performance of any particular duty which has the effect of

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| | materially increasing his liability to such injury beyond the normal risk of his office;<br><br>(iii) a risk of contracting disease to which a medical officer is exposed as a result of attending in the course of his official duty to a venereal septicaemia patient or conducting a postmortem examination in pursuance of that duty.<br><br>(xviii) "Violence" means the act of a person who inflicts an injury on an employee-<br><br>(i) by assaulting or resisting him in the discharge of his duties, or in order to deter or prevent him from performing his duties; or<br><br>(ii) because of anything done or attempted to be done by any such employee or by any other member of the staff in the lawful discharge of his duty as such; or<br><br>(iii) because of his official position.<br><br>(xix) "Year" means a financial year.<br><br>**GENERAL PROVIDENT FUND**<br><br>**5. Nominations**<br><br>(1) A subscriber shall, at the time of joining the Fund, send to the Registrar, a nomination in the prescribed form conferring on one or more persons the right to receive the amount that may stand to his credit in the Fund, in the event of his death, before that amount has become payable or having become payable has not been paid;<br><br>Provided that if, at the time of making nomination, the subscriber has a family, the nomination shall not be in favour of any person or persons other than the members of his family.<br><br>Provided further that the nomination made by the subscriber in respect of any other Provident Fund to which he was subscribing before joining the Fund shall, if the amount to his credit in such other fund has been transferred to his credit in the Fund, be deemed to be a nomination duly made under this paragraph until he makes a nomination in accordance with this rule.<br><br>(2) If a subscriber nominates more than one Person under sub-paragraph (1), he shall specify in the nomination the amount or share payable to each of the nominees in such manner as |

IndiaCode

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| | to cover the whole of the amount that may stand to his credit in the Fund at any time.<br><br>(3) Every nomination shall be in such one of the Forms as is appropriate in the circumstances.<br><br>(4) (i ) A subscriber may at any time cancel a nomination by sending a notice in writing to the Registrar. The, subscriber shall, along with such notice or separately, send a fresh nomination made in accordance with the provisions of this paragraph.<br><br>(ii) A subscriber may provide in a nomination<br>(a) in respect of any specified nominee, that in the event of his predeceasing the subscriber, the right conferred upon that nominee shall pass to such other person or persons as may be specified in the nomination, provided that such other person or persons shall, if the subscriber has other members of his family, be such other member or members. Where the subscriber confers such a right on more than one person under this clause, he shall specify the amount of share payable to each in such a manner as to cover the whole of the amount payable to the nominee;<br><br>(b) that the nomination shall become invalid in the event of the happening of a contingency specified therein;<br><br>Provided that if at the time of making the nomination the subscriber has no family, he shall provide in the nomination that it shall become in- valid in the event of his subsequently acquiring a family;<br><br>Provided further that if at the time of making the nomination the subscriber has only one member of the family, he shall provide in the nomination that the right conferred upon the alternate nominee under subclause (a) shall become invalid in the event of his subsequently acquiring other member or members of his family.<br><br>(5) Immediately on the death of a nominee in respect of whom no special provision has been made in the nomination under |
| | Sub-clause (a) of clause (2) of paragraph 5 or on the occurrence of any event by reason of which the nomination, becomes invalid in pursuance of sub-clause (b) of clause (2) of paragraph 5 or the proviso thereto,. the subscriber shall send to the Registrar a notice in writing canceling the nomination, together with a fresh nomination made in accordance with the provisions of this paragraph.<br><br>(6) (i) Every nomination made, and every notice of cancellation |

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| | given by a subscriber shall, to the extent that it is valid take effect on the date on which it is received by the Registrar.<br><br>(ii) The Institute shall not be bound by nor shall recognize any assignment or encumbrance executed or attempted to be created which affects the disposal of the amount standing to the credit of a subscriber who dies before the amount becomes payable.<br><br>**6. Subscriber's Account**<br><br>An account shall be opened in the name of each subscriber to which shall be credited the subscriber's subscription and interest as provided by these provisions an subscription.-<br><br>**7. Conditions and Rates of Subscription**<br><br>(1) Every subscriber shall subscribe monthly to the Fund when on duty in the service of the Institute or on foreign service.<br><br>Provided that a subscriber shall not subscribe during the period when he is under suspension and may at his option rot subscribe during any period of leave other than leave an average pay or earned leave of less than thirty days' duration, as the case may be.<br><br>Provided further that a subscriber on reinstatement after a period passed under suspension shall be allowed the option of paying in one sum or in instalments any sum not exceeding the maximum amount of arrears of subscription payable for that period.<br><br>(2) The subscriber shall intimate his election not to subscribe during leave by a written communication addressed to the Registrar before he proceeds on leave. Failure to make due and timely intimation shall be deemed to constitute an election to subscribe. The option of a subscriber intimated under this sub-paragraph shall be final. |
| | **8. Rates of Subscription**<br><br>(1) The rate of subscription shall be fixed by subscriber himself subject to the following conditions:<br><br>(i) the rate of subscription may not be less than 6% of his emoluments and not more than his total emoluments, the amount so calculated being rounded off to the nearest rupee, provided that in the case of subscriptions at the minimum or maximum rates, the rounding off will be to the next higher or the next lower rupee respectively. |

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| | (ii) For the purpose of this clause, the emoluments of subscriber shall be :<br><br>(a) in the case of a subscriber who was in service on 31st March of the preceding year, the emoluments to which he was entitled on that date, provide as follows<br><br>i) if the subscriber was on leave on the said date and elected not to subscribe during such leave or was under suspension on the said date, his emoluments shall he the emoluments to which he was entitled on the first day after his return to duly;<br><br>ii) if the subscriber was on deputation out of India on the said date or was on leave on the said date and continues to be on leave and has elected to subscribe during such leave, his emoluments shall be the emoluments to which he would have been entitled had he been on duty in India.<br><br>iii) if the subscriber joined the Fund for the first time on a day subsequent to the said date, his emoluments shall be the emoluments to which he was entitled on such subsequent date.<br><br>(b) in the case of a subscriber who was not in service on the 31st March of the preceding year, the emoluments to which he was entitled on the first day of his service or, if he joined the Fund for the first time on a date subsequent to the first date of his service, the emoluments to which he was entitled on e such subsequent date. |
| Substituted vide Min. of Edu. Letter No. F.11-3/80-T.6 (dt. 24-3-1982) | (2) The amount of subscription so fixed may be :<br><br>(a) reduced once at any time during the course of the year;<br>(b) enhanced twice during the Course of the year;<br>(c) reduced and enhanced as aforesaid.<br><br>**9. Interest**<br><br>(1) The Institute shall pay to the credit of the account of each subscriber, interest at such rate as may be determined by the Board for each year at the beginning of the year.<br><br>(2) Interest shall be credited with effect from the last day in each year in the following manner<br><br>(i) **On the amount at the credit of a subscriber on the 3lst March of the preceding year loss any sums withdrawn during the current year**-interest for |

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| | twelve months;<br><br>(ii) **On sums withdrawn during the current year-** Interest from the 1st of April of the current year up to the last date of the month preceding the month of withdrawal;<br><br>(iii) **On all sums credited to the subscriber's account after the 31st of March of the preceding year-** Interest from the date of credit up to the 31st of March of the current year;<br><br>(iv) The total amount of interest shall be rounded to the nearest rupee (50 P. and above counting as the next higher rupee) :<br><br>Provided that when the amount standing at the credit of a subscriber has become payable, interest thereon shall be credited under this sub-paragraph in respect only of the period from the beginning of the current year or from the date of credit as the case may be, upto the date on which the amount standing to the credit of a subscriber becomes payable.<br><br>(3) For the purpose of this paragraph, the date of credit shall be deemed to be the first day of the month in which it is credited.<br><br>(4) In all cases interest shall be paid in respect of balance at the credit of a subscriber up to the close of the month |
| | preceding that in which payment is made or up to the end of the. six month after the month in which such amount becomes payable. Whichever of these periods is less, provided that no interest shall be paid in respect of any period after the date on which the Registrar has intimated to the subscriber or his agent as the date on which he is prepared to make payments.<br><br>**10. Advances from the Fund**<br><br>(1) The payment of an advance from the Fund may be sanctioned by the Director and in the case of the Director by the Chairman to a subscriber from the amount of his subscription and interest thereon standing to his credit, subject to the following conditions<br><br>(2) No advance shall be granted unless the sanctioning authority is satisfied that the applicant's pecuniary circumstances justify it, and that it will be expended on the following object or objects and not otherwise. |

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| | (i) To pay expenses incurred in connection with the illness of the applicant, applicant's wife, legitimate children step-children, parents, sisters and minor brothers actually dependent on him:<br><br>(ii) To pay for the overseas passage for reasons of health or education of the applicant or the applicant's wife, legitimate children, step-children, parents, sisters and minor brothers actually dependent on him;<br><br>(iii) To meet the cost of higher education of any person actually dependent on the applicant. Such person need not necessarily be a member of the applicant's family,<br><br>(iv) To pay obligatory expenses- on a scale appropriate to the applicant's status in connection with marriages, funerals or ceremonies which by his religion it is incumbent on him to perform;<br><br>(v) To meet the cost of legal proceedings instituted by the applicant for vindicating his position in regard to any allegations made against him in respect of any act done or purporting to be done by him in the discharge of his official duty; |
| Added vide Min. of Edu. Letter No. F. 11-3/80-T.6 dt. 24.3.1982 (Effective from 15-3-1982) | Provided that the advance under this clause shall not be admissible to an applicant who institutes legal proceedings in any court of law either in respect of any matter unconnected with his official duty or against the Institute in respect of any condition of service or penalty imposed on him.<br><br>(vi) To meet the cost of his defence where the applicant is prosecuted by the Institute in any court of law in respect of any alleged official misconduct on his part;<br><br>(vii) To meet the cost of a plot or construction of a house or a ready built flat for his residence or to make any payment towards the allotment of a plot or a ready built flat by a State Housing Board or House Building Co-operative Society.<br><br>(3) An advance shall not exceed the following ceiling limits<br><br>(i) When sanctioned for any of the 3 months pay of the objects mentioned in clause (i) to subscriber (vi) of sub-paragraph (2).<br><br>Provided, however, that in no case shall the amount of advance exceed 50 per cent of the amount of the member's |

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| | subscription and interest therein standing to the credit of the subscriber in the Fund.<br><br>(4) An advance shall not, except for special reasons to be recorded in writing be granted to any subscriber in excess of the limit laid down in sub-paragraph (3) herein or until repayment of the fast instalment of any Previous advance.<br><br>(5) The sanctioning authority shall record in writing its reasons for granting the advance.<br><br>(6) The amount of advance shall be recovered in not more than twenty-four equal monthly instalments, if the advance was sanctioned for any of the objects mentioned in clauses (i) to (vi) of sub-paragraph (2). Each instalment shall be a number of whole rupees, the amount of advance being raised or reduced, if necessary to admit of the fixation of such instalments. A subscriber may at his option repay in a smaller number of instalments than that agreed upon at the time of grant of advance or in a lump sum.<br><br>(7) Recovery of advance shall be made from the emoluments of a subscriber and shall commence on the first occasion, |
| | after the advance is made, on which the subscriber draws emoluments for a full month.<br><br>(8) Interest on advances shall be such as may be determined by the institute from time to time and shall not exceed by more than one per cent of the rate paid by the Institute to the account of a subscriber. It shall ordinarily be recovered in one instalment in the month after complete repayment of the principal has been made. If the period of repayment exceeds twenty months, interest may, if the subscriber so desires, be recovered in two equal monthly instalments, the monthly payment being rounded in two equal monthly instalments, the monthly payment being rounded to the nearest whole rupee, 50 paise and above counting as the next higher rupee. Recoveries made under this paragraph shall be credited, as they are made, to the account of the subscriber in the Fund.<br><br>(9) Notwithstanding anything contained in these provisions if the Director is satisfied that money withdrawn as an advance from the Fund under paragraph (2) has been utilised for a purpose other than that for which sanction was given to the drawal of the money, the amount in question shall with penal interest calculated at a rate of 3% over and above the rate pro-4ided under sub-paragraph (8) be repaid by the subscriber to the Fund, or in default be ordered to be recovered by reduction in one sum from the emoluments of the subscriber. If the total amount to be repaid be more than half the |

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| | subscriber's emoluments, the recoveries shall be maybe in monthly instalments of moieties of his emoluments till the entire amount recoverable be repaid.<br><br>Note :- The term "emoluments" as used in this paragraph does not include subsistence allowance, if any, granted in cases of suspension of any employee pending an enquiry into his alleged misconduct. |
| Substituted vide Min. of Edu. Letter No. F.11-3/80-T.6 dt. 24.3.1982 (Effective from 15.3.1982) | **11. Withdrawal from the Fund**<br><br>Subject to the conditions specified hereunder, in the case of withdrawal by the Director from the Fund, it shall be sanctioned by the Chairman and by the Director in any other case at any time : |
| | (A) after the completion of twenty years of service (including broken periods of service, if any) of a subscriber or within ten years before the date of his retirement or superannuation, whichever is earlier from the amount standing to his credit in the Fund for one or more of the following purposes, namely<br><br>(i) for meeting the cost of higher education, including where necessary, the travelling expenses of the subscriber or any child of the subscriber in the following cases, namely:-<br><br>(a) for education outside India for academic, technical, professional or vocational course beyond the High School stage; and<br><br>(b) for any medical, engineering or other technical or specialised course in India beyond the High School stage;<br><br>(ii) for meeting the expenditure in connection with the betrothal/ marriage of the subscriber or his sons or daughters, and any other female relation actually dependent on him;<br><br>(iii) for meeting the expenses in connection with the illness, including where necessary,. the, travelling expenses, of the subscriber and members of his family or any person actually dependent on him;<br><br>(B) after the completion of fifteen years of service., (including broken periods of service, if any) of a subscriber or within ten years before the date of his retirement on superannuation, whichever is earlier, from the amount standing to his credit in the Fund for one or more of the following purposes, namely<br><br>(i) for constructing or acquiring a suitable house or ready |

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| | built flat for his residence including the cost of the land;<br>(ii) for repaying an outstanding amount on account of loan expressly taken for constructing or acquiring a suitable house or a ready built flat for his residence;<br>(iii) for purchasing a plot of land for constructing a house thereon for his residence or repaying any outstanding amount on account of loan expressly taken for this purpose; |
| | (iv) for reconstructing or making additions or alterations to a house or a ready built flat already owned or acquired by, the subscriber;<br><br>(v) for renovating, making additions or alterations of up keep or an ancestral house at a place other than the place of duty or to a house built with the assistance of loan from Government at a place other than the place of duty;<br><br>(vi) for constructing a house on a. plot of land purchased under clause (c).<br><br>(A) Within six months before the date of subscriber's retirement, from the amount standing to his credit in the Fund for the purpose of acquiring a farm land or business promises or both.<br><br>**12. Final Withdrawals of Accumulations in the Fund**<br><br>When a subscriber quits the service of the Institute, the amount standing to his credit in the Fund shall become payable to him. Provided that a subscriber who has been dismissed from the service of the Institute and is subsequently reinstated in service, shall if required to do so repay any amount paid to him from the Fund in pursuance of this sub-paragraph with interest there- on at the rate provided in these provisions in the manner provided. The amount so repaid shall be credited to his account in the Fund.<br><br>EXPLANATION. A subscriber who is granted refused leave shall be deemed to have quit the service from the date of compulsory retirement or on the expiry of an extension of service.<br><br>**13. Retirement of a Subscriber**<br><br>When a subscriber (a) has proceeded on leave preparatory to retirement or if he is entitled to vacation on leave, preparatory combined with vacation, or (b) while on leave, has been permitted to retire or has been declared by the Consulting Medical Officer of the Institute or by a competent medical authority that may be prescribed by the Board in this behalf to be |

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| | unfit for further service, the amount standing to his credit in the Fund shall upon an application made by him in that behalf to the Registrar, become payable to the subscriber. |
| | Provided that the subscriber if he returns to duty shall, if required to do so, repay to the Fund for credit to his account the whole or part of any amount paid to him from the Fund in pursuance of this paragraph with interest thereon at the rate provided, by instalments or otherwise by recovery from his emolument or otherwise as the Director may direct.<br><br>**14. Procedure on the Death of a Subscriber**<br><br>On the death of a subscriber before the amount standing to his credit has become p arable, or where the amount has become payable before payment has been made,<br><br>**(1) When a subscriber leaves a family**<br><br>(a) If a nomination made by the subscriber in accordance with the sub-paragraph (1) of paragraph 5 or of the corresponding provision heretofore in force in favour of a member or members of his family subsist the amount standing to his credit in the Fund or the part thereof to which the nomination relates shall become payable to his nominee or nominees in the proportion specified in the nomination;<br><br>(b) If no such nomination in favour of a member or members of the family of the subscriber subsists, or if such nomination relates only to a para of the amount standing to his credit in the Fund, the whole amount or the part thereof to which the nomination does not relate, as the. case maybe, shall, notwithstanding any nomination purporting to be in favour of any person or persons other than a member or members of his family, become payable to the members of his family in equal shares,<br><br>Provided that no share shall be payable to-<br>(i) sons who have attained majority;<br>(ii) sons of a deceased son who have attained majority:<br>(iii) married daughters whose husbands are alive;<br>(iv) married daughters of a deceased son whose husbands are alive;<br><br>if there is any member of the family other than those specified in classes (i), (ii), (iii) and (iv): |

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| | Provided further that the widow or widows and the child or children of a deceased son shall receive between them in equal part only the share which that son would have received if he had survived the subscriber and had been exempted from the provision of clause (i) of the first Proviso.<br><br>**(3) When the subscriber leaves no family**<br><br>If a nomination made by him in accordance with the sub-paragraph (1) of paragraph 5 or the corresponding provision heretofore in force in favour of any person or persons subsists, the amount standing to his credit in the Fund or the part thereof to which the nomination relates, shall become payable to his nominee or nominees in the proportion specified in the nomination.<br><br>**15. Statement of Accounts**<br><br>(1) As soon as possible after the 31st of March of each year, the Accounts Officer shall send to each subscriber a statement of his account in the Fund, showing the opening balance on the 1st of April of the year, the total amount credited and debited during the year, the total amount of interest credited as on the 31st of March of the year and the closing balance on that date. The Accounts Officer shall attach to the statement of account an enquiry whether the subscriber :<br><br>(a) desires to make any alteration in any nomination made by the subscriber;<br><br>(b) has acquired a family in cases where the subscriber has made no nomination in favour of a member of his family under the rules.<br><br>(2) Subscribers should satisfy themselves as to the correctness of the annual statement, and errors should be brought to the notice of the Accounts Officer within six months from the date of receipt of the statement.<br><br>(3) The Registrar shall, if required by a subscriber once, but not more than once in a year, inform the subscriber, of the total amount standing to his credit in the Fund at the end of the last month for which his account has been written up. |
| Substituted vide Min. of Edu. Letter No. J. 11011 7/77-T.6 dt. 20-7-1979 (Effective from 25.6.1979) | **16. Investment of Fund**<br><br>All sums paid into the Fund under the rules shall be credited in the books of the Institute to an account by name General Provident Fund Account' of the Indian Institute of Technology. A deposit Account shall be opened in the State Bank of India to |

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| | be operated in such manner as the Board may direct. The Institute may invest such part of the Fund, as may be considered expedient, in the Government securities/certificates, negotiable Government guaranteed bonds, and in such deposit schemes of the Central Government as may be notified in this regard from time to time, interest or profit realized on such investments being credited to the Institute as Miscellaneous receipts.<br><br>All investments and securities shall be held in the name of the Institute.<br><br>**PENSION**<br><br>**17. Superannuation, Invalid and Compensation Pension**<br><br>(1) The amount of superannuation, Invalid and Compensation Pension shall be the appropriate amount as set out in Appendix 11.<br><br>(2) An employee may retire from service any time after completing 30 years' qualifying service, but before the completion of the age of 60 years, provided he shall give in this behalf notice in writing to the appropriate authority at least 3 months before the date on which he wishes to retire.<br><br>(3) Institute may also require any employee to retire at any time after he has completed 30 years qualifying service even before the completion of the age of 60 years, provided the appropriate authority shall give in this behalf a notice in writing to the employee at least 3 months before the date on which he was required to retire.<br><br>Amended vide Min. of Edu. Letter No. F.11-6/76-T-6 dt. 16-6-1978 (Effective from 1-1-1973)<br><br>(4) An employee who retires or is retired in the manner indicated in sub-paragraph (3) may be granted retiring pension not exceeding 33/80* of the average emoluments subjects to a maximum of Rs. 12000/-* per annum.<br><br>EXPLANATION For the purpose of this provision any service put in by any employee before attainment of the age of 18 years shall not count towards pension. |
| | **18. Qualifying Service**<br><br>(1) Every employee shall put in a minimum of ten years of qualifying service on superannuation to be eligible for pension subject to such provision as may be applicable to the categories of pension set out in clause (2).<br><br>(2) Subject to the minimum qualifying service, an employee shall be eligible for one or other of the following pensions . |

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| | (a) Compensation Pension- if an employee is discharged owing to the abolition of the permanent post, he shall be granted a compensation pension on the scale prescribed in paragraph 19.<br><br>(b) Invalid Pension- An invalid pension shall be granted to an employee on retirement from the service of the Institute for permanent physical or mental disability incapacitating him for further service if certified by the Consulting Medical Officer of the Institute on the scale prescribed in paragraph 19.<br><br>(c) Superannuation or Retiring Pension shall be granted to an employee who may retire from service on completion of the age of retirement of 60 years or on completion of 30 years of qualifying service whichever is earlier, provided that in the event of retirement after 30 years of qualifying service but before the completion of the age of 60 years the employee concerned shall give in this behalf a notice in writing to the Director at least 3 months before the date on which he wishes to retire.<br><br>**19. Scale of Pension**<br><br>(1) An employee eligible for pension/retiring gratuity under any of the categories mentioned in paragraph 17 shall be granted on retirement 1/2 80th of the average emoluments for each completed six monthly period of qualifying service subject to maximum pension as stipulated in Appendix 11 and subject also to the total pension not exceeding 33/80th of the average emoluments. In addition, every such employee shall also be entitled to such dearness allowance as may be granted to employees of the Central Government, from time to time. |
| Substituted vide Min. of Edu. Letter No. F. 11-3/80-T. dt. 24-3-1982 (Effective from 15-3-1982) | |
| | (2) (a) In respect of the employees who were in service on 31st March, 1979 and retiring from service on or after that date, the amount of pension shall be calculated in accordance with the following slabs, namely<br><br>(i) Upto first Rs 1,000 of average emoluments reckonable for pension. } 50% of average emoluments<br><br>(ii) Next Rs. 5001- of average emolument reckonable for pension. } 45% of average emoluments<br><br>(iii) Balance of average } 40% of average |

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| | emoluments reckonable for pension } emoluments<br><br>(b) The amount of pension arrived at on the basis of the above slabs shall be related to the maximum qualifying service of 33 years. For employees who, at the time of retirement, have rendered the qualifying service of ten years or more but less than 33 years, the amount of their pension shall be such proportion of the maximum admissible pension as the qualifying service rendered by them bears to the maximum qualifying service of 33 years.<br><br>(c) The pension as determined in accordance with the above slabs plus the maximum relief on pension at the rate of Rs. 100/- per month admissible to an employee as on 1.12.1978 shall be subject to an overall ceiling of Rs. 1,500/- per month, it the pension itself exceeds Rs. 1500/- per month then the maximum pension for full service of 33 years shall be restricted to Rs.1,500/- per month and no relief shall be payable up to index level 328.<br><br>(d) Where the amount of pension, calculated by taking into account dearness pay, or calculated after excluding dearness pay, but inclusive of adhoc increases is less than forty rupees per mensum, the difference shall be made good by the grant of further increase in pension.<br><br>**20. Commutation of Pension**<br><br>(1) An employee shall, subject to the conditions specified below, be allowed to commute for lump payment any portion or portions of his pension not exceeding one third of the pension granted to him. |
| Added vide Min. of Edu. Letter No. F. 11-5/78-T.6 dt. 23.2.1979 (Effective from 16-2-1979) | (2) No commutation shall be sanctioned unless the Consulting Medical Officer of the Institute certifies that the pensioner's health and prospects of duration of life are such as to justify commutation.<br><br>Provided that an employee who applies for commutation of pension within one year of the date of his retirement on superannuation shall not be subject to medical examination:<br><br>Provided further that an application for commutation of pension shall be made after the date of retirement and the commutation shall become absolute, that is, the retired employee shall become entitled to receive the commuted value on the date on which his application is received by |

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| | the Head of Office.<br><br>(3) The lump sum payable on commutation shall be calculated in accordance with the table appended to Appendix III.<br><br>(4) Commutation when sanctioned shall take effect on the date to be specified in the order and any such date shall he the first of a month and ordinarily about one month later than the date of the order and all calculations shall be made and with reference to the date specified.<br><br>**21. Death-cum-Retirement Gratuity**<br><br>(1) An employee who has completed 5 years qualifying service may be granted an additional gratuity not exceeding the amount specified in sub-paragraph (3), when he retires from service and is eligible for gratuity or pension under paragraph 19.<br><br>(2) If an employee who has completed 5 years qualifying service dies while in service, a gratuity not exceeding the amount specified in sub-paragraph (3) may be paid to the person or persons on whom the right to receive the gratuity is conferred under paragraph 22 or if there is no such person, it may be paid in the manner indicated below:-<br><br>i ) If there are one or more surviving members of the family as in items (i), (ii), (iii) and (iv) of clause (a) of sub-paragraph (1) of paragraph (22), it may be paid to all such members other than any such members who is b widowed daughter, in equal shares;<br><br>ii) If there are no such surviving members of the family as at (i) but there are one or more surviving widowed daughters and/or more |
| Modified vide Min. of Edu. Letter No. F. 11-6/76-T.6 dt. 16.7.1978 (Effective from 1.11.1973) | surviving members of the family as in items (v) and (vi) and (vii) of clause (a) of sub- paragraph (i) of paragraph (22), the gratuity may be paid to all such members, in equal shares.<br><br>(3) The amount of gratuity shall be one-fourth of the emoluments of the employee for each completed six monthly period of qualifying service subject to a maximum of 16½* times the 'emoluments'. In the event of death of an employee while in service, the gratuity shall be subject to a minimum of 12 times the 'emoluments' of the employee at the time of his death .<br><br>Provided that in no case it shall exceed Rs 30,000/-.*<br><br>(4) If an employee who has become eligible for a pension under |

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| | paragraph 17 or gratuity under paragraph 21, dies after he has retired from service, and the sums actually received by him at the time of his death on account of such gratuity or pension together with the gratuity granted under sub-paragraph (1) and the commuted value of any portion of pension commuted by him are less than the amount equal to 12 times his 'emoluments' a gratuity equal to the deficiency may be granted to the persons specified in sub-paragraph (2).<br><br>(5) The 'emoluments' for the purpose of this paragraph shall be subject to a maximum of Rs. 2500/- per mensem.<br><br>**22. Nominations**<br><br>(1) For the purpose of this paragraph--<br><br>(a) 'Family' includes the following relatives of the employee :-<br><br>(i) Wife in the case of a male employee;<br>(ii) Husband in the case of a female employee;<br>(iii) Sons;<br>(iv) Unmarried and widowed daughters;<br>(v) Brothers below the age of 18 years and unmarried or widowed sisters;<br>(vi) Father and mother;<br><br>Note :-(iii) and (iv) above shall include, step and adopted children. |
| | (b) 'Person' shall include any company or association of body of individuals, whether incorporated or not.<br><br>(2) An employee shall make a nomination after conferring on one or more persons the right to receive any gratuity that may be sanctioned under sub-paragraph (2) and (4) of paragraph (21) and gratuity which having become admissible to him under sub-paragraph (1) of that paragraph and sub- paragraph (5) has not been paid to him before death .<br><br>Provided that if at the time of making the nomination, the employee has family, the nomination shall not be in favour of any persons other than the members of his family specified under clause (a) sub-paragraph 1.<br><br>(3) If an employee nominates more than one person under sub-paragraph (2), he shall specify any nomination of the amount or share payable to each of the nominees in such manner as to cover the whole amount of the gratuity. |

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| | (4) An employee may provide in a nomination<br><br>(a) in respect of any specified nominee, that in the event of his predeceasing the employee the right conferred upon that nominee shall pass to such other person as may be specified in the nomination :<br><br>Provided that if at the time of making the nomination the employee has a family consisting of more than one member, the person so specified shall not be a person other than a member of his family;<br><br>(b) that the nomination shall become invalid in the event of the happening of a contingency specified therein.<br><br>(5) The nomination made by an employee who has no family at time of making it, or a provision. made in nomination under clause (a) of sub-paragraph (4) by an employee whose family consists, at the date of making the nomination of only one member, shall become invalid in the event of the employee subsequently acquiring a family, or an additional member in the family, as the case may be.<br><br>(6) (a) Every nomination shall be in such one of the forms as may be appropriate in the circumstances of the case.<br><br>(b) An employee may at any time cancel a nomination by sending a notice in writing to the appropriate authority; |
| | Provided that any such employee shall, along with such notice send a fresh nomination made in accordance with this paragraph.<br><br>(7) Immediately on the death of a nominee in respect of whom no special provision has been made in the nomination under clause (a) of sub-paragraph (4) or on the occurrence of any event by reason of which the nomination becomes invalid in pursuance of clause (b) of that sub-paragraph or sub-paragraph (5), the employee shall send to the appropriate authority a notice in writing formally canceling the nomination, together with a fresh nomination made in accordance with this paragraph.<br><br>(8) Every nomination, made, and every notice of cancellation given by an employee under this paragraph, shall be sent by the employee to his Accounts Officer and immediately on receipt of a nomination from an employee, the Head of the office shall countersign it indicating the date of receipt and keep it under his custody. |

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| | (9) Every nomination made, and every notice of cancellation given, by an employee shall, to the extent that it is valid, takes effect on the date on which it is received by the authority mentioned in sub-paragraph (8).<br><br>**23. Gratuity for Temporary Employees**<br><br>**(1)** **Terminal Gratuity**- A temporary employee who retires on superannuation or is discharged on account of retrenchment or is declared, invalid for further service will be eligible for a gratuity at the rate of one-third of a month's pay for each completed year of service, provided that he has completed not )less than five years of continuous service at the time of retirement, discharge or invalidment.<br><br>**(2)** **Death Gratuity**-The family of a temporary employee who dies while in service shall be eligible for a death gratuity on the scale and subject to the conditions specified below:-<br><br>(a) On death, after completion of one year of service but before completion of three years service, a gratuity equal to one month's pay.<br><br>(b) On death, after completion of three years of service but before completion of five years service, a gratuity equal to two months' pay. |
| | (c) On death, after completion of five years of service or more, a gratuity equal to three months' pay or the amount of the terminal gratuity mentioned in sub-paragraph (1) whichever is more.<br><br>Note:- Pay for the purpose of determining the amount of terminal or death gratuity under sub-paragraph (1) or sub- paragraph (2) shall mean only basic pay and also dear- ness pay in the case of those who retain the existing scales of pay, at the time of relinquishing service or of death, as the case may be, it will not include special pay, personal pay, and other emolument as pay. In case the employee concerned was on leave with or without allowance immediately before retirement discharge, invalidment or death, pay for this purpose shall be such which he would have drawn had he not proceeded an such leave.<br><br>**24. Family Pension**<br><br>[l] (a) A family pension shall be admissible in case of death while in service or after retirement, if at the time of death, the retired employee was in receipt of a |
| Sub Paragraphs (1) and (2) (i) Substituted vide Min. of Edu. Letter No. F. 11-6/76-T.6 dt. 16-7-1978 | |

compensation, invalid, retiring or superannuation pension.

Provided that in case of death, while in service the employee should have completed a Minimum period of one year service.

(b) Family pension shall be admissible at the following rates, namely

| **Pay of the employees widow/** | **Monthly pension of the Widower/children** |
|---|---|
| Below Rs. 400/- minimum of 100/- | 30% of pay subject to a Rs. 60/- and a maximum of Rs. per month. |
| Rs. 40/- and above minimum of but below Rs. 1200/- 160/- | 15% of pay subject to a Rs. 100/- and a maximum of Rs. per month. |
| Rs. 1200/- and above minimum of (effective date 1.1.73) 250/- | 12% of pay subject to a Rs. 160/- and a maximum of Rs. per month. |

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[2]

But

(i) (a) in. the case of an employee who dies after having rendered a minimum service of seven years, the family pension shall be paid at an enhanced rote equal to 50%, of the last pay drawn or twice the ordinary family pension at the above rates, whichever is, less, for a minimum period of seven years or till the age of 65 years, had he survived, whichever is earlier;

(b) in case of death after retirement, the amount of family pension at the enhanced rates shall not exceed normal superannuation. pension (uncommuted value) to which Institute employees would be entitled on superannuation;

(c) family pension in cases of death after retirement shall

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| | be given only to those who were members of the family of the said employee so declared at the time of retirement.<br><br>(ii) The pension payable thereafter shall be at the rate laid down in the table above.<br><br>(iii) the pension at the rate mentioned under not be applicable if the employee had put in less than seven years continuous service prior to "his death.<br><br>25. "Family" for the purpose of this Scheme shall include the following relatives<br>(a) Wild in the case of male employee;<br>(b) Husband in the case of female employee;<br>(c) Minor son; and<br>(d) Unmarried minor daughters.<br><br>Note :--1. [c] and [d] shall include children adopted legally before retirement.<br><br>2. Marriage after retirement shall not be recognised for purpose of this Scheme.<br><br>**26.** The family pension shall be admissible<br>[a] in case of widow/widower upto the date of death or re-marriage whichever is earlier;<br>[b] in case of minor son until he attains the age of 18 years;<br>[c] in case of unmarried daughter until she attains the age of 21 years or marriage whichever is earlier. |
| | Note :- 1. Where an employee is survived by more than one widow, the pension shall be paid to them in equal shares. On the death of a widow, her share of the pension shall become to her eligible minor child. If at the lime of her death, a widow leaves no eligible minor child, the payment of her share of the pension shall cease.<br><br>2. Where an employee is survived by a widow but has left behind an eligible minor child from another wife, the eligible minor child shall be paid the share of pension which the mother would have received if she had been alive at the lime of death of the employee.<br><br>[d] in the event of remarriage or death of the widow/widower, the pension shall be granted to the minor children through their natural guardian.<br><br>27. Paragraph '27' omitted vide Ministry's Letter No. F. 11.6/76-T-6 dated 20.7.1979 (Effective from 22.9.1977). |

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**28. Extra-Ordinary Pension and Gratuity**

[1] Extra-ordinary pension and gratuity may be sanctioned by the Board when an employee sustains an injury of dies as a result of an injury or is killed.

[2] While making the award, the Board may take into consideration the degree of default or contributory negligence on the part of the member of the staff who sustains an injury or dies as a result of an injury or is killed.

[3] For the purpose of Extra-ordinary pension and Gratuity Scheme, injury shall be classified as follows :

Class A : Injuries caused as a result of special risk of office which have resulted in the permanent loss of an eye or a limb or are of a more serious nature.

Class B : Injuries caused as a result of special risk of office and equivalent, in respect of the degree of disablement which they cause to the loss of a limb or are very severe; or injuries caused as a result of risk of office which have resulted in the permanent loss of an eye or a limb, or are of a more serious nature.

Class C : Injuries caused as a result of special risk of office which are severe, but not very severe, and likely to be permanent; or injuries caused as a result of risk of office which are equivalent, in respect of the degree of disablement which they cause, to the loss of a limb or which are very severe or severe and are likely to be permanent.

29. [1] If a member of the staff sustains an injury, which fails within Class A he shall be awarded :

(a) a gratuity of the applicable amount specified in Appendix IV.

(b) with effect from the date following the expiry of one year from the date of the injury;

i ) if the injury has resulted in the permanent loss of more than one limb or one eye, a permanent pension of the applicable amount specified in Appendix IV for a higher scale pension; and

ii) in other cases, a permanent pension the amount of which shall not exceed the applicable amount

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| | specified in Appendix IV, for a higher scale pension and shall not be less than half that amount.<br><br>[2] If a member of the staff sustains an injury which fails within Class B, he shall be awarded :--<br><br>(a) If the injury has resulted in the permanent loss of an eye or limb or is of more serious nature, a permanent pension with effect from the date of the injury of an amount which shall not exceed the applicable amount specified in Appendix IV, for a lower scale pension and shall not be less than half that amount.<br><br>(b) in other cases,<br>i) for a period of one year, with effect from the date of the injury a temporary pension the amount of which shall not exceed the applicable amount specified in Appendix IV for a lower scale pension, and shall not be less than half that amount, and thereafter;<br><br>ii) a pension within the limit specified in sub-clause (i), if the Consulting Medical Officer of the Institute from year to year certifies that the injury continues to be very severe. |
| | [3] if an employee sustains an injury which fails within Class C, he should be awarded a gratuity of the applicable amount specified in Appendix IV, if the Consulting Medical Officer of the Institute certifies that the member of the staff is likely to be unfit for service for a V ear, or a proportionate amount subject to a minimum of one-fourth the amount so specified if he is certified to be likely 'to be unfit for less than a year.<br><br>Provided that in any case where this injury is equivalent in respect of the degree of disablement which it causes to the loss of limb, the Board may award, if it thinks fit, in lieu of the gratuity a pension not exceeding the amount admissible under clause (b) of sub-paragraph (2).<br><br>30. A temporary pension awarded under the Extra-ordinary Pension and Gratuity Scheme may be converted into a permanent injury pension-<br><br>(a) When the employee is rendered invalid out of service on account of the injury in respect of the temporary pension was awarded; or<br><br>(b) when the temporary pensions has been drawn for not less than five years; or<br><br>(c) at any lime, if the Consulting Medical Officer certifies that he sees no reason to believe that there shall ever be a |

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| | perceptible, decrease in the degree of disablement.<br><br>31. The award shall be made to the widow and children of the employee as follows:--<br><br>(a) if the employee is killed or dies of injury received as a result of special risk of office<br><br>(i) a gratuity of the applicable amount specified in paragraph 21; and<br>(ii) a pension the amount of which shall not exceed the applicable amount specified in paragraph 24.<br><br>(b) if the employee is killed or dies of injuries received as a result of risk of office, a pension the amount of which shall not exceed the applicable amount specified in paragraph 24. Provided that if the pay of the deceased member of the staff was less than Rs. 200, the monthly pension or the sum of pensions that may be granted under this paragraph shall not, |
| | irrespective of the rates (including the minimum limits) specified in paragraph 24, exceed the limit of one-half of his pay; add if in any case the sum of such pensions calculated under paragraph 24 exceeds the limit of one-half of his pay such a pro rata reduction shall be made in the amount of each individual pension as will reduce the sum to such limit.<br><br>32. If the deceased employee has left neither a widow nor a, child, an award may be made to his father and his mother individually or jointly and in the absence of the father and mother to minor brothers and sisters, individually or jointly if they were largely dependent on the employee for support and are in pecuniary need:<br><br>Provided that the total amount of award shall not exceed one half of the pension that would have been admissible to the widow under the preceding paragraph.<br><br>Provided further that each minor brothers' or sisters' share shall not exceed the amount of pension specified in paragraph 24 for a "child who is not motherless."<br><br>33. Any award made under paragraph 32 shall in the event of an improvement in the pecuniary circumstances of the pensioner, be subject to review in such manner as the Board may by order prescribe.<br><br>34. A family pension shall take effect from the day following the death of the employee or from such other date as the Board may determine.<br><br>35. A family pension shall ordinary be tenable- |

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| | (a) in the case of a widow or mother until death or remarriage, whichever occurs earlier;<br>(b) in the case of a minor son or minor brother, until the age of 18;<br><br>(c) in the case of a unmarried daughter or Minor sister, until marriage or until she attains the age of 21, whichever occurs earlier;<br><br>(d) in the case of father for life.<br><br>36. Except as otherwise provided in Extra-ordinary Pension and Gratuity Scheme, award made under the foregoing paragraphs shall not affect any other pension or gratuity for which the employee concerned or his family may be eligible under other schemes. |
| | 37. (1) When a claim for any injury pension or gratuity or family pension arises under the Extra-ordinary Pension and Gratuity Scheme, the Officer-in-Charge of the office or the department or section in which the injured or the deceased was employed shall forward the claim to the Board through the Director with the following documents:-<br><br>(a) a full statement of circumstances in which the injury was received, the disease was contracted or the death occurred ;<br><br>(b) the application for injury pension or gratuity in form X, or as the case may be, the application for family pension in Form XI;<br><br>(c) in the case of an injured employee or one who has contracted a disease, medical report in Form XI;<br><br>(d) in the case of a deceased employee, a medical report as to the death or reliable evidence as to the actual occurrence of the death, if the employee lost his life in such circumstances that a medical report cannot be secured.<br><br>(2) The Director while placing the above documents before the Board shall add to it a report of the Audit Officer as to whether an award is admissible under the Scheme and if so, of what amount. |
| Added vide Min. Letter No. F. 16-24/78-T.6 dt. 1-3-1979 (Effective from 8-1-1979) | **37. (A) Deposit linked Insurance**<br><br>On the death of a subscriber, the person entitled to waive the amount standing at the credit of the subscriber shall be paid by the Accounts Officer an additional amount equal to the average balance in account during the 3 years |

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| | immediately preceding the death of such subscriber, subject to the condition that;-<br><br>(a) The balance at the credit of such subscriber shall not at any time during the 3 years preceding the month of death have fallen below the limits of-<br>(i) Rs. 4000/- in the case of a subscriber who has held for the greater part of the aforesaid period of three years, a post the maximum of the pay scale of which is As. 1300/- or more;<br>(ii) Rs. 2500/- in the case of a subscriber who has hold, for the greater part of the aforesaid period of three years, a post the maximum of the pay scale of which is Rs. 900/- or more but loss than Rs. l300/-; |
| | (iii) Rs. 1500/- in the case of subscriber who has held, for the greater part of the aforesaid period of three years, a post the maximum of the pay scale of which is Rs. 291/- or more but less than Rs. 900/-;<br><br>(iv) Rs. 1000/- in the case of subscriber who has hold, for the greater part of the aforesaid period of three years, a post the maximum of the pay scale of which is less than Rs. 291/-;<br><br>(b) the additional amount payable under this rule, shall not exceed Rs. 10000/-;<br><br>(c) The subscriber has put in at least 5 years service at the time of his death.<br><br>Note 1:- The average balance shall be worked out on the basis of the balance at the credit of the subscriber at the end of each of the 36 months preceding the month in which the death occurs. For this purpose, as also for checking the minimum balances prescribed above--<br><br>**(a)** the balance at the end of March shall include the annual interest credited in terms of paragraph 9; and<br><br>**(b)** if the fast of the aforesaid 36 months is not March, the balance at the end of the said last month shall include interest in respect of the period from the beginning of the financial year in which death occurs to the end of the said last month.<br><br>Note 2:- Payments under this scheme should be in whole rupees. If an amount due includes a fraction of a rupee, it should be rounded to the nearest rupee, (50 paise counting as the next higher rupee). |

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| | Note 3:- Any sum payable under this scheme is in the nature of insurance money and, therefore, the statutory Protection given by section 3 of the Provident Funds Act, 1925 (19 of 1925) does not apply to sums payable under this scheme.<br><br>Note 4:- This scheme also applies to those subscribers to the fund who are transferred to an autonomous organization consequent upon conversion of a Government Department into such a body and who, on such transfer, opt, in terms of option given to them to subscribe to this Fund. in accordance with these rules.. |
| | Note 5:- (a) In case of an employee of the Institute who has been admitted to the benefits of the Fund under Statute 16B(1), but dies before completion of three years service of, as the case may be, five years service from the date of his admission to the Fund, chat period of his service under the previous employer in respect whereof the amount of his subscription and the employer's contribution, if any, together with interest. Gave been received shall count for the purposes of clause (a) and clause (c).<br><br>(b) In case of persons appointed on tenure basis and in the case of re-employed pensioners, service p rendered from the date of such appointment or re- employment, as the case may be only will count for purposes of this rule.<br><br>.(c) This scheme does not apply to persons appointed on contract basis.<br><br>Note 6:- The budget estimates of expenditure in respect of this scheme will be prepared by the Accounts Officer responsible for maintenance of the accounts of the Fund having regard to the trend of expenditure, in the same manner as estimates are prepared for other retirement benefits.<br><br>**38. General**<br><br>The sanction and payment of pension and gratuity benefits admissible under this Scheme shall be regulated by such procedural instructions as may be issued, by the Board from time to time.<br><br>**39.** When the Board is satisfied that the operation of any of these provision causes or is likely to cause undue hardship to an employee, it may, notwithstanding anything contained in these |

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| | provisions, deal with the cases of such employee in such manner as may appear to it to be just and equitable.<br><br>**40.** (1) The Board shall have the power to condone, on the merits of individual cases, shortages upto three months in the period of qualifying services prescribed for any of the purposes of foregoing provisions. |

## APPENDIX I

## FORM I - OPTION

( See Statute 16B (2))

I…….. an employee of the Indian Institute of Technology ……. hereby elect to be governed by General Provident Fund-cum-Pension-cum-Gratuity Scheme as laid down in Statute 16B and Schedule 'F' to the Statutes of the Institute and relinquish my claim to be governed by all the terms and conditions including that of retirement benefits which were applicable to me immediately before the **1st January, 1971**. I am aware of this fact that this election is final and that it shall take effect from the **1st January, 1971**.

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Signature……..
( Thumb Impression, if illiterate )
Designation……..

Date of election……

Witness:-
1)
2)

## APPENDIX I

## FORM II - OPTION

(See Statute 16B (4))

I …….an employee of the Indian Institute of Technology…… hereby elect to be governed by General Provident Fund-cum-Pension-cum-Gratuity Scheme as laid down in Statute 16B and Schedule 'F' to the Statutes of the Institute and relinquish my claim to be governed by all the terms and conditions including that of retirement benefits which were applicable to me immediately before the 1st April, 1970. I am aware of this fact that this election is final and that it shall take effect from the 1st April. 1970.

Signature
( Thumb Impression, if illiterate )
Designation

Date of election

Witness:-

1)
2)

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## APPENDIX I

## FORM III - DECLARATION

(See Paragraph 1 (3))

I,…….. (the subscriber), an employee of the Indian Institute of Technology at …….. do hereby declare that I have read the provisions governing the General Provident Fund-cum-Pension-cum-Gratuity Scheme of the Indian Institute of Technology,……. and agree to abide by them.

Dated, this……day of……..

Two witnesses to signature

1……..

2……..

Signature of Subscriber

## APPENDIX II

## GPF-Cum-Pension-Cum-Gratuity Scheme

(See Paragraph 19)

| | Completed six monthly period of qualifying service | Scale of gratuity or pension | Maximum pension (in Rs. per annum) |
|---|---|---|---|
| 1 | ½ | (a) Gratuity months emoluments | |
| 2 | 1 | " | |
| 3 | 1½ | " | |
| 4 | 2 | " | |
| 5 | 2½ | " | |
| 6 | 3 | " | |
| 7 | 3½ | " | |
| 8 | 4 | " | |
| 9 | 4 3/8 | " | |
| 10 | 4¾ | " | |
| 11 | 5 7/8 | " | |
| 12 | 5½ | " | |
| 13 | 5 7/8 | " | |
| 14 | 6¼ | " | |
| 15 | 6 5/8 | " | |
| 16 | 7 | " | |
| 17 | 7 3/8 | " | |
| 18 | 7¾ | " | |
| 19 | 8 1/8 | " | |
| | | (b) Pension | Rs. |
| 20 | | 10/80ths of average emoluments | 3,750.00 |
| 21 | | 10½/80ths " | 3,937.50 |
| 22 | | 11/80ths " | 4,125.00 |
| 23 | | 11½/80ths " | 4,312.00 |
| 24 | | 12/80ths " | 4,500.00 |
| 25 | | 12½/80ths " | 4,687.50 |
| 26 | | 13/80ths " | 4,875.00 |
| 27 | | 13½/80ths " | 5,062.50 |
| 28 | | 14/80ths " | 5,250.00 |
| 29 | | 14½/80ths " | 5,437.50 |
| 30 | | 15/80ths " | 5,625.00 |
| 31 | | 15½/80ths " | 5,812.50 |
| 32 | | 16/80ths " | 6,000.00 |
| 33 | | 16½/80ths " | 6,187.50 |

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| | Completed six monthly period of qualifying service | Scale of gratuity or pension | Maximum pension (in Rs. per annum) |
|---|---|---|---|
| 34 | 17/80ths | " | 6,375.00 |
| 35 | 17½/80ths | " | 6,562.50 |
| 36 | 18/80ths | " | 6,750.00 |
| 37 | 18½/80ths | " | 6,937.50 |
| 38 | 19/80ths | " | 7,125.00 |
| 39 | 19½/80ths | " | 7,312.50 |
| 40 | 20/80ths | " | 7,500.00 |
| 41 | 20½/80ths | " | 7,687.00 |
| 42 | 21/80ths | " | 7,875.00 |
| 43 | 21½/80ths | " | 8,062.00 |
| 44 | 22/80ths | " | 8,250.00 |
| 45 | 22½/80ths | " | 8,437.00 |
| 46 | 23/80ths | " | 8,625.00 |
| 47 | 23½/80ths | " | 8,812.50 |
| 48 | 24/80ths | " | 9,000.00 |
| 49 | 24½/80ths | " | 9,187.00 |
| 50 | 25/80ths | " | 9,375.00 |
| 51 | 25½/80ths | " | 9,562.50 |
| 52 | 26/80ths | " | 9,750.00 |
| 53 | 26½/80ths | " | 9,937.50 |
| 54 | 27/80ths | " | 10,125.00 |
| 55 | 27½/80ths | " | 10,312.00 |
| 56 | 28/80ths | " | 10,500.00 |
| 57 | 28½/80ths | " | 10,687.50 |
| 58 | 29/80ths | " | 10,875.00 |
| 59 | 29½/80ths | " | 11,062.50 |
| 60 | 30/80ths | " | 11,250.00 |
| 61 | 30½/80ths | " | 11,437.50 |
| 62 | 31/80ths | " | 11,625.00 |
| 63 | 31½/80ths | " | 11,812.50 |
| 64 | 32/80ths | " | 12,000.00 |
| 65 | 32½/80ths | " | 12,000.00 |
| 66 | 33/80ths | " | 12,000.00 |

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## APPENDIX III

(See Paragraph 10)

## Commutation Table

(Commutation value for a pension of Re. 1/- per annum)

| Age next birthday | Commutation value expressed as number of years purchase | Age next birthday | Commutation value expressed as number of years purchase | Age next birthday | Commutation value expressed as number of years purchase |
|---|---|---|---|---|---|
| 1 | 2 | 3 | 4 | 5 | 6 |
| 17 | 19.24 | 40 | 15.75 | 63 | 8.99 |
| 18 | 19.15 | 41 | 15.22 | 64 | 8.66 |
| 19 | 19.06 | 42 | 15.27 | 65 | 8.34 |
| 20 | 18.96 | 43 | 15.02 | 66 | 8.01 |
| 21 | 18.86 | 44 | 14.76 | 67 | 7.69 |
| 22 | 18.76 | 45 | 14.50 | 68 | 7.37 |
| 23 | 18.64 | 46 | 14.23 | 69 | 7.06 |
| 24 | 18.53 | 47 | 13.96 | 70 | 6.75 |
| 25 | 18.40 | 48 | 13.68 | 71 | 6.45 |
| 26 | 18.28 | 49 | 13.39 | 72 | 6.15 |
| 27 | 18.14 | 50 | 13.10 | 73 | 5.86 |
| 28 | 18.00 | 51 | 12.80 | 74 | 5.58 |
| 29 | 17.85 | 52 | 12.50 | 75 | 5.30 |
| 30 | 17.70 | 53 | 12.20 | 76 | 5.03 |
| 31 | 17.54 | 54 | 11.89 | 77 | 4.78 |
| 32 | 17.37 | 55 | 11.58 | 78 | 4.52 |
| 33 | 17.20 | 56 | 11.26 | 79 | 4.28 |
| 34 | 17.01 | 57 | 10.94 | 80 | 4.05 |
| 35 | 16.82 | 58 | 10.62 | 81 | 3.83 |
| 36 | 16.62 | 59 | 10.29 | 82 | 3.62 |
| 37 | 16.42 | 60 | 9.97 | 83 | 3.42 |
| 38 | 16.20 | 61 | 9.64 | 84 | 3.23 |
| 39 | 15.98 | 62 | 9.31 | 85 | 3.04 |

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## APPENDIX IV

## SCALE OF INJURY GRATUITY AND PENSION

(See Paragraph 29)

| Pay of member of staff on the date of injury | Gratuity | Monthly Pension; Higher Scale | Monthly Pension; Lower Scale |
|---|---|---|---|
| 1- Rs. 2,000 and over | | 300 | 225 |
| 2-Rs. 1,500 and over but under Rs. 2,000 | | 275 | 200 |
| 3-Rs. 1,000 and over but under Rs. 1,500 | 3 month's pay subject | 200 | 150 |
| 4-Rs. 900 and over but under Rs. 1,000 | to a minimum of Rs. | 150 | 125 |
| 5-Rs. 400 and over but under Rs. 900 | 800 | 100 | 84 |
| 6-Rs. 350 and over but under Rs. 400 | | 85 | 70 |
| 7-Rs. 200 and over but under Rs. 350 | | 67 | 50 |
| 8-Under Rs. 200 | 4 month's pay | 1/⅓rd of pay subject to a min. of Rs. 8 per mensem | 1/5th of pay subject to a min. of Rs. 4 per mensem |

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## APPENDIX V

(See Paragraph 28 (3))

## CLASSIFICATION OF INJURIES

Equal to loss of limb

- Bemiplegia without aphasia
- Permanent use of tracheotomy tube
- Artificial anus
- Total deafness of both ears

Very severe -

- Complete unilateral facial paralysis, likely to be permanent
- Lesion of kidney ureter or bladder
- Computer fractures (except phalanges)
- Such gross destruction of soft parts as to lead to permanent disability or loss of function.

Severe and likely to be permanent -

- Ankylosis of, or considerable restriction in the movement of one of the following joints:-
  Knee, elbow, shoulder, hip, ankle, tomporo maxillary or rigidity of the dorsilumbar or cervical section of the spine.
- Partial loss of vision of one eye.
- Destruction or loss of one testicle.
- Retention of foreign bodies not causing permanent or serious symptoms.

## FORMS OF NOMINATION FOR GENERAL PROVIDENT FUND

## FORM I

[See paragraph 5(1)]

### WHEN THE SUBSCRIBER HAS A FAMILY AND WISHES TO NOMINATE ONE MEMBER THEREOF

I hereby nominate the person mentioned below, who is a member of my family as defined in para 5(1) of the General Provident Fund-cum-Pension-cum-Gratuity Rules of the Indian Institute of Technology to receive the amount that may stand to my credit in the Fund, in the event of my death before that amount has become payable or having become payable, has not been paid.

| Name and address of the nominee | Relationship with Subscriber | Age | Contingencies on the happening of which the nomination shall become invalid | Name, address relationship of the person, if any, to whom the right of the nominee shall pass in the event of the nominee predeceasing the subscriber |
|---|---|---|---|---|
| | | | | |

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Dated, this……..…day of……..……..

at……..

Two witnesses to signature

Signature of the Subscriber

1……..
Designation……..

2……..
Department……..

## FORM II

[See paragraph 5(1)]

### WHEN THE SUBSCRIBER HAS A FAMILY AND WISHES TO NOMINATE MORE THAN ONE MEMBER THEREOF

I hereby nominate the person mentioned below, who are members of my family as defined in paragraph 5(1) of the General Provident Fund-cum-Pension-cum-Gratuity Rules of the Indian Institute of Technology to receive the amount that may stand to my credit in the Fund, in the event of my death before that amount has become payable, or having become payable, has not been paid, and direct that the said amount shall be distributed among the said persons in the manner shown below against their names:-

| Name and address of the nominee | Relationship with Subscriber | Age | [o]Amount of share of accumulations to be paid to each | Contingencies on the happening of which the nomination shall become invalid | Name, address and relationship of the person or persons, if any, to whom the right of the nominee shall pass in the event of the nominee predeceasing the subscriber |
|---|---|---|---|---|---|
| | | | | | |

IndiaCode

Dated, this……..……day of……..……..

at…….

Two witnesses to signature

Signature of the Subscriber

1……..
Designation……..

2……..
Department……..

[o]Note: This column should be filled in so as to cover the whole amount that may stand to the credit of the subscriber in the Fund at any time.

## FORM III

[See paragraph 5(1)]

## WHEN THE SUBSCRIBER HAS NO FAMILY AND WISHES TO NOMINATE ONE PERSON

I having no family as defined in paragraph 5(1) of the General Provident Fund-cum-Pension-cum-Gratuity Rules of the Indian Institute of Technology, hereby nominate the person mentioned below, to receive the amount that may stand to my credit in the Fund in the event of my death before that amount has become payable or having become payable has not been paid:-

| Name and address of the nominee | Relationship with Subscriber | Age | [+]Contingencies on the happening of which the nomination shall become invalid | Name, address and relationship of the person or persons, if any, to whom the right of the nominee shall pass in the event of the nominee predeceasing the subscriber |
|---|---|---|---|---|
| | | | | |

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Dated, this……..…date of……..……at …..

Two witnesses to signature

Signature of the subscriber

1……..
Designation……..

2……..
Department……..

[+]Note:- Where a subscriber who has no family makes a nomination, he shall specify in this column that the nomination shall become invalid in the event of his subsequently acquiring a family.

## FORM IV

[See paragraph 5(1)]

## WHEN THE SUBSCRIBER HAS NO FAMILY AND WISHES TO NOMINATE MORE THAN ONE PERSON

I having no family as defined in paragraph 5(1) of the General Provident Fund-cum-Pension-cum-Gratuity Rules of the Indian Institute of Technology, hereby nominate the person mentioned below, to receive the amount that may stand to my credit in the Fund in the event of my death before that amount has become payable or having become payable, has not been paid, and direct that the said amount shall be distributed among the said persons in the manner shown below against their names:-

| Name and address of the nominee | Relationship with Subscriber | Age | [o]Amount of share of accumulations to be paid to each | [*]Contingencies on the happening of which the nomination shall become invalid | Name, address and relationship of the person or persons, if any, to whom the right of the nominee shall pass in the event of the nominee predeceasing the subscriber |
|---|---|---|---|---|---|
| | | | | | |

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Dated, this……..…date of……..……at …..

Two witnesses to signature

Signature of the subscriber

1……..
Designation……..

2……..
Department……..

[o]Note: This column should be filled in so as to cover the whole amount that may stand to the credit of the subscriber in the Fund at any time.

[*]Note:- Where a subscriber who has no family makes a nomination, he shall specify in this column that the nomination shall become invalid in the event of his subsequently acquiring a family.

## FORM V

[See paragraph 22]

## NOMINATION FOR DEATH-CUM-RETIREMENT GRATUITY WHEN THE MEMBER OF STAFFF HAS A FAMILY AND WISHES TO NOMINATE ONE MEMBER THEREOF

I hereby nominate the person mentioned below who is a member of my family, and confer on him the right to receive any gratuity that may be sanctioned by the Institute in the event of my death while in service and the right to receive on my death any gratuity which having become admissible to me on retirement may remain unpaid at my death:-

| Name and address of the nominee | Relationship with member of staff | Age | Contingencies on the happening of which the nomination shall become invalid | Name, address relationship of the person or persons, if any, to whom the right conferred on the nominee shall pass in the event of the nominee predeceasing the member of staff or the nominee dying after the death of the member of staff but before receiving payment of the gratuity | Amount or Share of gratuity payable to each |
|---|---|---|---|---|---|
| | | | | | |

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This nomination supersedes the nomination made by me earlier on…….. which stands cancelled.

Dated, this……..……day of……..…at……..

Two witnesses to signature

Signature of member of staff

1……..
Designation……..

2……..
Department……..

Note: This column should be filled in so as to cover the whole amount of gratuity.

Nomination by……..
Designation……
Department……

Signature of Registrar
Date……..

## FORM VI

[See paragraph 22]

## NOMINATION FOR DEATH-CUM-RETIREMENT GRATUITY WHEN THE MEMBER OF STAFFF HAS A FAMILY AND WISHES TO NOMINATE ONE MEMBER THEREOF

I hereby nominate the person mentioned below, who are member of my family and confer on them the right to receive to the extent specified below, any gratuity that may be sanctioned by the Institute in the event of my death while in service and the right to receive on my death to the extent specified below, any gratuity which having become admissible to me on retirement may remain unpaid at my death:-

| Name and address of the nominees | Relationship with member of staff | Age | Amount or Share of gratuity payable to each | Contingencies on share of gratuity payable to each | Name, address relationship of the person or persons, if any, to whom the right conferred on the nominee shall pass in the event of the nominee predeceasing the member of staff or the nominee dying after the death of the member of staff but before receiving payment of the gratuity | Amount or Share of gratuity payable to each |
|---|---|---|---|---|---|---|
| | | | | | | |

This nomination supersedes the nomination made by me earlier on…….. which stands cancelled.

N.B.:- The member of staff shall draw lines across the blank space below the last entry to prevent the insertion of any name after he has signed.

Dated this……..……day of……..…at……..

Two witnesses to signature
1……..
2……..

Signature of member of staff

Note: - 1. Fourth column should be filled in so as to cover the whole amount of gratuity.
2. The amount/share of gratuity shown in last column should be the whole amount/share payable to the original nominees

Nomination by……..
Designation……
Department……

Signature of Registrar
Date……..

## FORM VII

[See paragraph 22]

## NOMINATION FOR DEATH-CUM-RETIREMENT GRATUITY WHEN THE MEMBER OF STAFFF HAS NO FAMILY AND WISHES TO NOMINATE ONE PERSON

I, having no family, hereby nominate the person mentioned below and confer on him the right to receive any gratuity that may be sanctioned by the Institute in the event of my death while in service and the right to receive on my death any gratuity which having become admissible to me on retirement may remain unpaid at my death:-

| Name and address of the nominee | Relationship with member of staff | Age | Contingencies on the happening of which nomination shall become invalid | Name, address and relationship of the person or persons, if any, to whom the right conferred on the nominee shall pass in the event of the nominee predeceasing the member of staff or the nominee dying after the death of the member of staff but before receiving the payment of the gratuity | Amount or Share of gratuity payable to each |
|---|---|---|---|---|---|
| | | | | | |

Internet

This nomination supersedes the nomination made by me earlier on…….. which stands cancelled.

Dated, this……..……day of……..…at……..

Two witnesses to signature

Signature of member of staff

1……..
2……..

Nomination by……..
Designation……
Department……

Signature of the Registrar

Date……..

## FORM VIII

[See paragraph 22]

## NOMINATION FOR DEATH-CUM-RETIREMENT GRATUITY WHEN THE MEMBER OF STAFFF HAS NO FAMILY AND WISHES TO NOMINATE MORE THAN ONE PERSON

I, having no family, hereby nominate the persons mentioned below, and confer on them the right to receive to the extent specified below, any gratuity that may be sanctioned by the Institute in the event of my death while in service and the right to receive on my death, to the extent specified below any gratuity which having become admissible to me on retirement may remain unpaid at my death:-

| Name and address of the nominees | Relation ship with the member of staff | Age | °Amount or Share of gratuity payable to each | Contingencies on the happening of which the nomination shall become invalid. | Name, address relationship of the person or persons, if any, to whom the right conferred on the nominee shall pass in the event of the nominee predeceasing the member of staff or the nominee dying after the death of the member of staff but before receiving payment of the gratuity | Amount or Share of gratuity payable to each |
|---|---|---|---|---|---|---|
| | | | | | | |

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This nomination supersedes the nomination made by me earlier on…….. which stands cancelled.

N.B.:- The member of staff shall draw lines across the blank space below the last entry to prevent the insertion of any name after he has signed.

Dated this……..……day of……..…at……..

Two witnesses to signature

1……..

2……..

Signature of the member of staff

Date……..

°Note: - 1. This column should be filled in so as to cover the whole amount of gratuity.

2. The amount/share of gratuity shown in last column should cover the whole amount of share payable to the original nominees.

## FORM IX

[See paragraph 25]

I hereby nominate the persons mentioned below, who are members of my family, to receive in order shown below the family pension which may be granted by the Institute in the event of my death after completion of 5 years qualifying service:-

| Name and address of the nominee | Relationship with member of staff | Age | Whether married or unmarried |
|---|---|---|---|
| | | | |

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This nomination supersedes the nomination made by me earlier on…….. which stands cancelled.

N.B.:- The member of staff should draw lines across the blank space below the last entry to prevent the insertion of any name after he has signed.

Dated this……..……day of……..…at……..

Two witnesses to signature
1……..

2……..

Signature of member of staff

Nomination by……..
Designation……
Department……

Signature of Registrar
Date……..

## FORM X

(See paragraph 37)

## FOR OF APPLICATION FOR INJURY PENSION FOR GRATUITY

1. Name of the applicant
2. Father's name
3. Residence, showing village and perganah
4. Present or last emolument:-
   Designation……..
   Department/Section……...
5. Date of beginning of service at the Institute
6. Length of service, including interruption
7. Classification of injury
8. Pay at the time of injury
9. Proposed pension or gratuity
10. Date of injury
11. Place of payment
12. Date of applicant's birth by Christian era*
13. Date on which the applicant applied for pension

Place…….

Date……. Signature of applicant

Special remarks, if any, by member of the staff In-Charge of the department/Section office.

Signature

* If not known exactly, must be stated on the best information or estimate.

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## FORM XI

[See paragraph 37]

## FORM OF APPLICATION FOR FAMILY PENSION

Application for an extraordinary pension for the family of ……..late……. killed, or dies of injuries received, as a result of special risk of office.

Submitted by the 1) Name and residence, showing Village Perganah……

2) Age

Description of Claimant
3) Height 4) Mark of identification
5) Present occupation and pecuniary circumstances
6) Degree of relationship to deceased
7) Name
8) Occupation and service
9) Length of service

Description of deceased
10) Pay when killed
11) Nature of injury causing death
12) Amount of pension or gratuity proposed
13) Placement of payment
14) Date from which pension is to commence
15) Remarks

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| Name and ages of surviving Kindred of deceased | Name | Date of birth by Christan era |
|---|---|---|
| Sons | | |
| Widows | | |
| Daughters | | |
| Father | | |
| Mother | | |

Note - (If the deceased has left no son, widow, daughter, father or mother surviving him, the work 'non' or 'dead' should be entered opposite to such relative).

Place……..

Date……..  Signature of claimant

Place…….  Signature of member of staff

Date……..  in-charge of department section/office

## FORM XII

(See paragraph 37)

**Form to be used by Consulting Medical Officer when reporting on injuries……**

**CONFIDENTIAL**

Report of the Consulting Medical Officer on the present state of the injury sustained by disease contracted by…….. at……(place of injury, etc.) on……..

(date of injury, etc.)

a) State briefly the circumstances under which the injury was sustained/disease was contracted.
b) What is the present condition of the member of the staff?
c) Is the present condition of the member of the staff wholly due to the injury/disease?
   If not, state to what other causes it is attributable.
d) In the case of diseases, from which date does it appear that the member of the staff has been incapacitated?
   The opinion of the Consulting Medical Officer on the question below is as follows:-

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### PART 'A' - FIRST EXAMINATION

The severity of the injury should be assessed in accordance with the following classification and details given in the remarks column below:-

1st the injury -

| | | Yes | No |
|---|---|---|---|
| i) (a) | the loss of an eye or limb? | | |
| (b) | the loss of more than one eye or limb? | | |
| ii) | more severe than the loss of an eye or a limb? | | |
| iii) | Equivalent to the loss of an eye or a limb? | | |
| iv) | Very severe? | | |
| v) | Severe, but not likely to be permanent? | | |
| vi) | Slightly but likely to be permanent? | | |

2. For what period from the date of the injury-

(a) has the member of the staff likely to remain unfit for duty
(b) is the member of the staff likely to remain unfit for duty.

Remarks - Here the classification above may be amplified if necessary or details of additional injuries to the main injury may be given.

## PART 'B' - SECOND OR SUBSEQUENT EXAMINATIONS

If the original degree of the member of the staff has changed: in which of the above categories should it now be placed?

Remarks - In this space additional details may be given if necessary.

Signature of Consulting Medical officer

Dated……

## INSTRUCTIONS TO BE OBSERVED BY THE CONSULTING MEDICAL OFFICER IN PREPARING THE REPORT

1. Before recording his opinion he should invariably consult the previous reports, if any, as also all medical documents connected with the member of the staff on previous examinations brought before him for examination.

2. If the injuries be more than one they should be numbered and described separately and should it be considered that, for instance, though only 'severe' or 'slight' in themselves, they represent together the equivalent of a single "very severe" injury, such an opinion may be expressed in the columns provided.

3. In answering the questions in the prescribed form he will confine himself exclusively to the medical aspect of the case and will carefully discriminance between the unsupported statements of the member of the staff and the medical and documentary evidence available.

4. He will not express any opinion, either to the member of staff examined, or in his report, as to whether he is entitled to compensation or as to the amount of it nor will he inform the member of the staff how the injury has been classified.

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