STATUTES

IndiaCode

Indian Institute of Technology,
Bombay

STATUTES

In force from 6 November 1962
and amended upto 24 March 1983

INDIAN INSTITUTE OF TECHNOLOGY,
BOMBAY

STATUTES

IndiaCode

(IN FORCE FROM 6TH NOVEMBER 1962 AND
AMENDED UP TO 24TH MARCH 1983)

CONTENTS

No.	Particulars	Page
	Short Title	1
	Definitions	1
	The Board	2
	Authentication of orders and decisions of the Board	3
	The Senate	3
	Finance Committee	6
	Building and Works Committee	6
	The Chairman	8
	Travelling Allowances	8
	The Director	9
	The Deputy Director	11
	Classification of Members of the staff of the Institute	11
	Appointments	11
	Terms and Conditions of Service of Permanent Employees	15
	Terms and Conditions of Service of Temporary Employees	22
	Appointment on Contracts	22
	Contributory Provident Fund	23
	Contributory Provident Fund-cum-Gratuity Scheme	24
	General Provident Fund-cum-Pension-cum- Gratuity Scheme	26
	Vacation and Leave	29
	Residential Accommodation for Staff	29
	Departments	30
	Head of a Department	30
	Institutions of Fellowships, Scholarships, Exhibitions, Medals and Prizes	31
	Fees	32
	Halls and Hostels	35
	Conferment of Honorary Degrees	36

IndiaCode

No.	Particulars	Page
	SCHEDULE 'A'	
	CONTRACT OF SERVICE	37
	SCHEDULE 'AA'	
	MEDICAL ATTENDANCE AND TREATMENT INCLUDING REIMBURSEMENT OF MEDICAL EXPENSES INCURRED BY THE MEMBERS OF THE STAFF ON THEMSELVES AND THEIR FAMILIES	41
	SCHEDULE 'B'	
	CONDUCT RULES	48
	Application	48
	Definitions	48
	General	48
	Taking part in politics and election	49
	Connection with Press or Radio or Patents	49
	Criticism of the Institute	50
	Evidence before Committee or any other authority	50
	Unauthorised communication of information	51
	Gifts	51
	Private Trade or Employment	51
	Investments, lending and borrowing	51
	Insolvency, habitual indebtedness and criminal proceedings	52
	Moveable, Immoveable and Valuable Property	52
	Vindication of acts and character of Employee	52
	Marriage etc.	52
	Representations	53
	Punishment, Appeals, etc.	53
	Interpretation	53

IndiaCode

No.	Particulars		Page
	SCHEDULE 'C'		
	CONTRIBUTORY PROVIDENT FUND INDIAN INSTITUTE OF TECHNOLOGY, BOMBAY		54
	Constitution and Management of the Fund		56
	Nomination		57
	Subscribers' Accounts		59
	Conditions and Rates of Subscriptions		59
	Realisation of Subscriptions		60
	Contributions by the Institute		60
	Interest		61
	Advances from the Fund		62
	Withdrawal from the Fund		65
	Payments towards Insurance Policies and Family Pension Funds		67
	Restriction of the Provisions Relating to Financing of Policies		71
	Circumstances in which Accumulations are payable		71
	Deposits linked insurance scheme		74
	Deduction		76
	Procedure		77
Appendix-I		Form of Declaration	79
Appendix-II		Form of Nomination	80
Appendix-III		C. P. F. Ledger	84
Appendix-IV		Form of application for temporary advance	85
Appendix-V		Forms of Assignment	87
Appendix-VI		Form of Re-assignment & assignment by the IIT	91
Appendix-VII		Subscribers' Statement of Account	94

IndiaCode

No.	Particulars	Page
	SCHEDULE 'D'	
	LEAVE PROVISIONS	95
	Applicability	95
	Definitions	95
	Right of Leave	95
	Authority Empowered to Sanction Leave	95
	Commencement and Termination of Leave	96
	Combination of Leave	96
	Grant of Leave beyond the date of retirement and in the event of resignation	96
	Conversion of one kind of Leave into another kind	97
	Rejoining of duty on return from leave on Medical grounds	98
	Rejoining of duty before the expiry of leave	98
	General	98
	Kinds of leave	98
	Casual leave	99
	Special casual leave	99
	Special leave	99
	Half-Pay-leave	100
	Commuted leave	100
	Earned leave	101
	Extra-ordinary leave	102
	Maternity leave	103
	Hospital Leave	103
	Quarantine leave	103
	Leave not due	104
	Sabbatical leave	104
	Vacation and leave salary	105
	Increment during leave	106
	Limit of total absence	106
	Cash equivalent of leave salary in certian cases	106
	Cash Payment in lieu of unutilised earned leave on the date of retirement	106

IndiaCode

No.	Particulars		Page
	SCHEDULE 'E'		
	CONTRIBUTORY PROVIDENT FUND-CUM-GRATUITY SCHEME OF THE INDIAN INSTITUTE OF TECHNOLOGY, BOMBAY		107
	Application, etc.		107
	Definition		107
	Constitution and Management of the Fund		109
	Nomination		109
	Subscribers' Accounts		111
	Conditions and rates of subscriptions		112
	Realisation of subscriptions		113
	Contribution by the Institute		113
	Interest		114
	Advance from the Fund		115
	Payments towards insurance policies and family pension funds		120
	Restriction of the provisions relating to financing of policies		124
	Circumstances in which accumulations are payable		124
	Deposit linked insurance scheme		127
	Deductions		129
	Procedure		130
	Gratuity		131
	Explanation		133
	Appendix I Application for option (Form-I)		134
	Appendix-I (Form-II)	Declaration	135
	Appendix-II	Form of Nomination	136
	Appendix-III	CPF Ledger	140
	Appendix-IV	Form of application for a Temporary Advance from CPF	141
	Appendix-V	Form of assignment	143
	Appendix-VI	Forms of Re-assignment and assignment by IIT	147
	Appendix-VII	Subscribers' statement of Accounts for the year	150
	Appendix-VIII	Form of Nomination	151

IndiaCode

No.	Particulars	Page
	SCHEDULE - 'F'	
	GENERAL PROVIDENT FUND-CUM-PENSION-CUM-GRATUITY SCHEME OF THE INDIAN INSTITUTE OF TECHNOLOGY, BOMBAY	159
	Application	159
	Transfer of accumulation in contributory or non-contributory Provident Fund	159
	Declaration	159
	Definitions	159
	General Provident Fund	164
	Nominations	164
	Subscriber's account	166
	Conditions and Rates of subscription	166
	Rates of Subscription	167
	Interest	168
	Advances from the Fund	169
	Withdrawal from the Fund	171
	Final withdrawals of accumulation in the Fund	173
	Retirement of a subscriber	173
	Procedure on the death of a subscriber	173
	Statement of accounts	174
	Investment of fund	175
	Pension	175
	Superannuation, Invalid and Compensation Pension	175
	Qualifying Service	176
	Scale of Pension	177
	Commutation of Pension	178
	Death-cum-Retirement Gratuity	178
	Nominations	179
	Gratuity for Temporary Employees	181
	Family Pension	182
	Extra-Ordinary Pension and Gratuity	184
	Deposit linked insurance scheme	188

IndiaCode

No.	Particulars		Page
	General		190
	Appendix-I	Form I Option	192
	Appendix-I	(Form II) Option	193
	Appendix-I	(Form III) Declaration	194
	Appendix-II	GPF-cum-pension-cum-Gratuity Scheme	195
	Appendix-III	Commutation Table	198
	Appendix-IV	Scale of Injury, Gratuity and Pension	199
	Appendix-V	Classification of Injuries	200

IndiaCode

INDIAN INSTITUTE OF TECHNOLOGY, BOMBAY

STATUTES

Statute1 inserted as per Ministry's letter No. F.24-42/63-T.6(Vol. III) dated 22nd August,1975.

1. SHORT TITLE

These Statutes may be called the Indian Institute of Technology Bombay Statutes.

1A. DEFINITIONS

a) 'Act' means the Institutes of Technology Act, 1961.

b) 'Assistant warden' in relation to the Hall of residence of the Institute means Assistant Warden thereof.

c) 'Authorities', Officers' and 'Professors' respectively means the authorities, officers and professors of the Institute.

d) 'Board' means the Board of Governors of the Institute.

e) 'Building and Works Committee' means the Building and Works Committee of the Institute.

f) 'Chairman' means the Chairman of the Board.

g) 'Council' means the Council of the Institute.

h) 'Deputy Director' means the Deputy Director of the Institute.

i) 'Director' means the Director of the Institute.

j) 'Finance Committee' means the Finance Committee of the Institute.

k) 'Institute' means Institute known as Indian Institute of Technology, Bombay, incorporated under the Act.

l) 'Ordinances' means the Ordinances of the Institute.

m) 'Registrar' means the Registrar of the Institute.

n) 'Senate' means the Senate of the Institute.

o) 'Warden' in relation to a Hall of residence of the Institute means a Warden thereof.

IndiaCode

2. THE BOARD

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.

2) The Board shall ordinarily meet four times during a calendar year.

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.

4) Six members shall form a quorum for a meeting of the Board.

As amended under Ministry's F.24-9/64 T.6 dt 7-9-67

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 on such other day and such other time and place as the Chairman may determine and if at such meeting a quorum is not present within half-an-hour of 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.

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 Ministry's lettter No. F.11.7 76-T.6 dated 26th Oct. 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.

Provided that the Chairman may call a special meeting of the Board at short notice to consider urgent special issues.

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.

9) Agenda shall be circulated by the Registrar to the members at least ten days before the meeting.

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.

11) The ruling of the Chairman in regard to all questions of procedure shall be final.

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.

As amended under Ministry's letter No. F.24.9.-/64-T.6 dt 7-9-67

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

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.

4. THE SENATE

Statute 4(1) (a) Amended as per Ministry's letter No. F.11-7/76-T.6 at 26.10.77

1) In addition to the persons mentioned in Section 14 of the Act, the following shall be the members of the Senate, namely :-

a) Heads of the Departments, Centres, Schools or divisions other than Professors.

b) The Librarian of the Institute.

c) One Warden by rotation in order of seniority in service as Warden, for a period of one year.

d) Workshop Superintendent of the Institute.

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.

2) Subject to the provisions of the Act, the Senate shall have the power to :-

a) frame and revise curricula and syllabi for the courses of studies for the various Departments;

b) make arrangements for the conduct of examinations; appoint examiners, moderators, tabulators and the like;

c) declare the results of the examinations or to appoint Committees or Officers to do so and to make recommendations to the Board regarding conferment or grant of degrees, diplomas and other academic distinctions or titles;

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 Committees;

e) appoint Committee 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;

f) consider the recommendations of the Advisory Committees attached to various departments and that of Expert and other Committees and take such action (including making of recommendations to the Board) as circumstances of each case may require;

g) make periodical review of the activities of the Departments and take appropriate action (including the making of recommendations to the Board);

h) supervise the working of the Library;

i) promote research within the Institute and require reports on such research from the persons engaged thereon;

Statutes 4(2) (i)Amended as per Ministry's Lettter No. F.11.7 76-T.6 dated 26.10.1977.

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 thereon to the Board;

k) to award stipends, scholarship, 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.

3) The Senate shall meet as often as necessary but not less than four times during a calendar year.

Statute 4 (4) Amended as per Ministry's Letter No. F.11-7/76-T. 6 dt. 26.10.77

4) Meeting 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 date and time convenient to him within 15 days of the notice given for such a requisition.

Statute 4 (5) Amended as per Ministry's Letter No. F.11-7/78-6 6 dt. 27.7.79 (effective from 7.7.79)

5) One third of the total number of members of the Senate shall form a quorum for a meeting of the Senate.

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.

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.

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.

9) The ruling of the Chairman of the Senate in regard to all questions of procedure shall be final.

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 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

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 :-

   a) the Chairman ex-officio who shall be the Chairman of the Committee;

   b) two persons nominated by the Central Government;

   c) two persons nominated by the Board; and

   d) the Director.

2) The Committee shall perform the following functions :-

   a) examine and scrutinise the annual budget of the Institute prepared by the Director and make recommendations to the Board;

   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.

3) The Committee shall meet at least once a year.

4) Three members of the committee shall form a quorum for a meeting of the Committee.

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.

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.

7) A copy of the minutes of every meeting of the Committee shall be sent to the Board.

6. BUILDING AND WORKS COMMITTEE

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.

2) The Committee shall perform the following functions and have the following powers :

a) It shall be 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.

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.

c) It shall cause to be prepared estimates of cost of buildings and other capital works, minor works, repairs, maintenance and the like.

d) It shall be responsible for making technical scrutiny as may be considered necessary by it.

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.

f) It shall have the power to settle rates not covered by tender and settle claims and disputes with contractors.

3) The Committee shall perform such other functions in the matter of construction of buildings and development of land for the Institute as the Board may entrust to it from time to time.

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.

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.

7) The provisions in these statutes regarding notices 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, followed in connection with meeting of the Committee.

8) A copy of the minutes of every meeting of the Committee shall be sent to the Board.

7. THE CHAIRMAN

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.

2) The Chairman shall have the power to send members of the Staff of the Institute for training or a course of instruction outside India subject to such terms and conditions as may be laid down by the Board from time to time.

Statute 7 (3) Amended under Ministry's Letter No. F.10-1/75-T. 6 dt. 26.11. 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.

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

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 Govt. 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 Ministry's Letter No. F.11-7/76-T. 6 dt. 26.10. 1977.

2) Members of the Board and other authorities of the Institute and the Committees who are Govt. 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 re-imburse the Department/Government concerned.

If, however, required by members, the Institute shall reimburse the T.A. or D.A. as laid down by the Board from time to time, to the members concerned if they declare that they shall not claim T.A. or D.A. from other source.

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 Govt. to receive such travelling allowance and daily allowance.

9. THE DIRECTOR

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.

2) The Director shall have power to re-appropriate funds with respect to different items constituting the recurring budget upto a limit of Rs. 10,000/- for each item provided that such re-appropriation will not involve any liability in future years. Every such re-appropriation shall as soon as possible be reported to the Board.

Amended as per Ministry's Letter No. F.11-7/76-T.6 dt. 26.10.1977

3) The Director shall have the power to waive recovery of overpayment upto Rupees five hundred* to a member of the staff whose basic pay 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 upto Rs. 1,000/- and of irrecoverable value of stores lost or rendered unserviceable due to fair wear and tear upto Rs. 5,000/- in any individual case subject to such stipulations as may be made by the Board from time to time.

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 of which appointment can be made by him under the powers vested in him by the provision of the Act.

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.

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.

8) The Director shall have the power to sanction remission or reduction of rents for buildings rendered wholly or partially unsuitable.

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.

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 year's duration on approved 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.

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 so far as they are applicable or may be made applicable to the conduct of the business of the Institute.

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, authorise the Director to take over or assign the function of the Registrar as aforesaid, for a period exceeding one month.

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 shall 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.

Amended vide Ministry's Letter No. F.11-5/82 T. 6 dt. 18.2.83 and 4.3.83 (Effective from 11.2.83)

14) The Director may, during his absence from headquarters, authorise the Deputy Director or one of the Deans or the senior most Professor present, to sanction advances for travelling allowance, contingencies and medical treatment of the staff and sign and countersign bills on his behalf and authorise him for assuming such powers of Director as may be specifically delegated to the Dy. Director or one of the Deans or the senior most Professor present by him in writing.

15) The Director may, at his discretion, constitute such committees as he may consider appropriate.

16) In the event of the occurrence of any vacancy in the office of the

Chairman, by reason of his death, resignation or other wise 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 Chairman under Statue 7.

Statute 9 (17) inserteed as per Ministry's Lettter No. F.11-7/76-T.6 dt. 26.10.1977

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

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 undertakings and other employers.

11. CLASSIFICATION OF MEMBERS OF THE STAFF OF THE INSTITUTE

Except in the case of employees paid from contingencies the members of the staff of the Institute shall be classified as :

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 Assistant, 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.

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 Stores Keeper, Steward, Office Superintendent and such other Administrative and other staff as may be decided by the Board.

12. APPOINTMENTS

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

Amended as per Ministry's Letter No. F.11-3/74-T. 6 dt 3.10. 1974. (Effective from 5.9.74)

from amongst the members of the staff of the Institute.

2) While making appointments, the Institute shall make necessary provision for the reservation of posts in favour of the Scheduled Castes and Scheduled Tribes in accordance with the decisions of the Board.

3) Selection Committee for filling posts under the Institute (other than the post on contract basis) by advertisement or by promotion from amongst the member of the staff of the Institute shall be constituted in the manner laid down below namely :-

a) In the case of posts of Deputy Director and Professor, the Selection Committee shall consist of :-

i)	Director	Chairman
ii)	One nominee of the Visitor	Member
iii)	Two nominees of the Board, one being an expert but other than a member of the Board.	Members
iv)	One expert nominated by the Senate other than a member of the Senate.	Member

b) In the case of posts of Assistant Professor, Senior Scientific Assistant Officer and Lecturer, the Selection Committee shall consist of :

i)	Director	Chairman
ii)	Two nominees of the Board, one being an expert but other than a member of the Board.	Members
iii)	One Expert nominated by the Senate, and	Member
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 Ministry's Letter No. F. 10 60/74 T. 6 dt. 1.10. 1975.

bb) In the case of personal promotion to post of Lecturer, from Assistant Lecturer or Associate Lecturer, or to posts of Assistant Professor from Lecturer, the Selection Committee shall consist of :

i)	Director	Chairman

InfiCode

ii)	Two nominees of the Board, one being an expert, but other than a member of the Board.	Members
iii)	One expert nominated by the Senate	Member
iv)	One nominee of the Chairman of the Council of Institutes of Technology and	Member
v)	Head of the Department concerned, if the post for which selection is made is lower in status than that occupied by the Head of of the Department.	Member

c) In the case of posts of Librarian and Workshop Superintendent, the Selection Committee shall consist of :-

i)	Director	Chairman
ii)	Two nominees of the Board, one being an expert, but other than a member of the Board.	Members
iii)	One expert nominated by the Senate	Member

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 :-

i)	Director	Chairman
ii)	Deputy Director	Member
iii)	Two nominees of the Board	Members
iv)	Registrar, except for the post of Registrar	Member

Amended as per Ministry's Letter No. F. 11-7-/76 T. 6 dt. 26.10. 77.

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 :

i)	Director or his nominee	Chairman
ii)	A nominee of the Board	Member
iii)	Head of the Department concerned or Registrar as the case may be	Member
iv)	An expert from the staff of the Institute nominated by the Director	Member

f) In the cae of all other posts, the Director may, at his discretion, constitute such Selection Committees as may be considered appropriate by him.

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 of the Selection Committees in the place of the Director.

5) In the absence of the Deputy Director, the Director may nominate any members of the staff of the Institute to work on the Selection Committees in his place.

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.

7) Where a post is to be filled by promotion from amongst the members of the Institute or temporarily for a period of not exceeding twelve months, the Board shall lay down the procedure to be followed.

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.

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, 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 among 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.

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 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 meeting.

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.

13) A candidate applying for a post under the Institute shall be charged application fees at the rates detailed below :-

a) Post carrying a scale of pay, the initial salary of which is Rs. 210/- or over but less than Rs. 400 per mensem Re. 1.00

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

c) Post carrying a scale of pay, the initial salary of which Rs. 400/- p.m. or over. Rs. 7.50

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.

15) All appointments made at this Institute shall be reported to the Board at its next meeting.

13. TERMS AND CONDITION OF SERVICE OF PERMANENT EMPLOYEES

Permanent employees of the Institute shall be governed by the following terms and conditions.

1) Every appointment shall be subject to the conditions that the appointee is certified as being in sound health and physically fit for service in India by a medical authority nominated by the Board.

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 case, subject to such conditions, if any, as may be laid down by the Board.

Statute 13 (2) and proviso thereunder Amended as per Ministry's Letter No. J-11011/1/77 T.6 dt. 2.61977.

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.

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.

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.

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.

Amended as per Ministry's Letter No. F11.6/78-T.6 dt. 23.9.81 (Effective from 17.9.1981)

'A' Retirement on completion of 20 years qualifying service

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.

3) The appointing authority shall have the power to extend the period of probation of any employee of the Institute for such periods as may be found necessary, provided that if after the period of 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.

As Amended under ministry for Education and Youth Services Government of India. New Delhi, Letter No. F.24 30/ 64 T. 6 dt. 28. 8 1969.

3a) 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 of not less than four years including the period spent on training, if any

Provided that such person -

i) shall not be required to serve as aforesaid after the expiry of ten years from the date of such appointment, and

ii) shall not ordinarily be required to serve as aforesaid after attaining the age of forty years.

4) An employee of the Institute shall devote his whole time to the service of the Institue 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 acceptance of remuneration as may be laid down by the Board.

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 periods of probation.

6) The appointing authority shall have the power to terminate the services of any member of the staff by 3 months' 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.

7) The Board shall have the power to terminate the service 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 of six months' salary in lieu thereof.

As amended under Ministry's Letter No. F.11-7/76-T.6 Dated 26.10.1977

8) An employee of the Institute may terminate his engagement by giving to the appointing authority three months' 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.

9) The Director may place a member of the staff appointed at the Institute under suspension -

a) where a disciplinary proceeding against him is contemplated or is pending, or

b) where a case against him in respect of any criminal offence is under investigation or trial.

Provided that where a member of the staff is detained in custody for a

Proviso below Statute 13(9) (b) Amended as per Ministry's Letter No. F.11-3/76 T.6 dt. 11.10.76 (effective from 8.10.1976) Portion below Statute 13(9) (b) amended as per Ministry's Letter No. F.11-7/T.6 dt. 26.10.1977.

period exceeding fortyeight 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.

During the period of suspension, the member of the staff shall be entitled to the following payments, namely -

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:

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 subsistance 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 opinion of the Director the period of suspension has been prolonged for reasons to be recorded in writing, not directly attributable to the staff member;

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;

iii) the rate of dearness allowance will be based on the increased, or, as the case may be the decreased amount of subsistence allowances admissible under sub-clauses (i) and (ii) above,

b) Any other compensatory allowances 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 fulfilment of other conditions laid down for the drawal of such allowances.

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.

The following penalties may for good and sufficient reasons and as hereinafter provided, be imposed on any member of the staff :-

i) Censure;

ii) withholding of increments or promotion;

iii) recovery from the whole or part of any pecuniary loss caused to the Institute by negligence or breach of orders;

iv) reduction to lower Service, grade or post or to a lower stage in a time scale;

v) compulsory retirement;

vi) removal from service which shall not be a disqualification for future employment under the Institute;

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 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 of the action proposed to be taken in regard to him.

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.

Notwithstanding the above provisions it shall not be necessary to follow the procedure mentioned above in the following cases:

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;

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

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.

If any question arises whether it is reasonably practicable to give to any person an opportunity of showing cause under clause (b) ahove, 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.

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 agianst 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.

No appeal under this sub-statute shall be entertained unless 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.

11) The authority to whom an appeal against an order imposing penalty lies under sub-statute (10) may, on 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 order as it deems fit as if the member of the staff concerned had preferred an appeal against such order.

Provided that no action under this sub-statute shall be initiated more than six months after the date of the order to be reviewed.

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 -

a) confirm, modify or set aside, the order,

b) impose any penalty or set aside, reduce, confirm or enhance the penalty imposed by the order,

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

d) pass such other orders as he deems fit; provided that

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;

ii) 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 any representation which he may wish to make against such penalty, pass such orders as he may deem fit.

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 re-instated, the authority competent to order the re-instatement shall consider and make a specific order :

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

b) Whether or not the said period shall be treated as a period spent on duty.

ii) Where 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 full pay to which be 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.

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.

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.

iv) In case falling under clause (ii) the period of absence from duty shall be treated as a period spent on duty for all purposes.

v) In case 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.

15) The employees of the Institute shall be entitled to travelling and daily allowances according to the scales laid down by the Board from time to time.

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'.

17) The employees of the Institute shall be governed by the Conduct Rules as laid down in Schedule 'B'.

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

1) 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.

2) The other terms and conditions of service of such employee shall be such as may be specified by the appointing authority in his letter of appointment.

15. APPOINTMENT ON CONTRACTS

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 renewel for further period, provided that every such appointment and terms thereof, shall be subject to the prior approval of the Visitor.

2) Subject to the provisions contained in the Act, the Board may appoint any person on contract in the prescribed scales of pay

As per Ministry's Letter No. F. 11-10/68-T. 6 dt. 24.5.1969 (effective from 22-5-1969).

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 adhoc Selection Committees, as the circumstances of each case may require.

3) Notwithstanding anything contained in these Statutes, the Council may appoint an eminent person as 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.

16. CONTRIBUTORY PROVIDENT FUND

As amended under Ministry's Letter No. F. 24/23/65-T. 6 dt. 6-1-71

1) A compulsory Contributory Provident Fund shall be constituted, maintained and administrated for the employees of the Institute in accordance with the provision set out in Schedule 'C'.

As amended under Ministry's Letter No. F. 24/23/65-T. 6 dt. 6-1-71 and No. F. 11-2/71-T. 6 dt. 24.11.71

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 8 1/3% of his emoluments but the contribution of the Institute to the said fund shall be limited to 8 1/3% of the emoluments of the subscriber.

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 Staute 18A/16A or the General Provident Fund-cum-Gratuity Scheme referred to in Staute 18B/16B shall join the Contributory Provident Fund.

3) No employee of the Institute shall be entitled to the benefits of the Contributory Provident 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 the Provident Fund.

4) Save as otherwise provided in Statute 16A or Statute 16 (B) in

Amended as per Ministry's Letter No. F. 10-20/76/T-6 dt.20-2-79 (effective from 15-2-79)

the case of an employee leaving the Institute or Central University to join any of 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 he joins.

The liability of total pension and gratuity ultimately payable to such an employee shall be distributed between the Institutes in proportion to the period for which the employee concerned has drawn pay or leave salary form each of the Institutes.

16A.CONTRIBUTORY PROVIDENT FUND-CUM-GRATUITY SCHEME

As amended under Ministry's Letter No. F. 24/23/65-T. 6 dt. 6-1-71

1) Every employee of the Institute

i) Who is referred to in Clause (2) of Statute 16, or

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

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 :

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.

As amended under Ministry's Letter No. F. 11-2/71-T.6dt. 24.11.71

2) any such option shall be exercised in Form I prescribed for the purpose in Appendix I to Schedule E,-

i) in 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.

As amended under Ministry's Letter No. F. 11/71-t.6 dt. 24.11.71

ia) in case of an employee appointed or re-appointed before the 1st April, 1962, within a period of three months from the 1st December 1971, and;

Statute 16A (2) (ii) amended as per Ministry's Letter No. F.11-6/76 T.6 dt. 16.7.1978.

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;

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 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 16(A) (3A) inserted as per Ministry's leter No. F.11-6/76-T.6 dt. 16-71978.

3A) a) Every employee of the Institute -

i) who is governed by Statute 16 or who has exercised an option under sub-statutes (1) and (2) of statute 16B or

ii) who may be appointed either for the first time or reappointed on or after 1.7.1977 may exercise an option to join the contributory Provident Fund cum-Gratuity Scheme sponsored by the Institute for benefit or its employees :

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.

b) Any such option shall be exercised in form I prescribed for the purpose in Appendix I 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.

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 employees in the C. P. F., or G.P.F. - 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 percent of the contribution of the Institute together with interest thereon from Contributory Provident Fund of these governed by Statute 16 shall revert to the Institute and be credited to its fund.

Statute 16A (5) inserted as per Ministry's leter No. F.11-6/76-T.6 dt. 16-7.1978. (Effective from 1.11.73.)

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.

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 Ministry's leter No. F.10-20/76T.6 dt. 20-2-79 (Effective from 15-2-79)

6) Any such employee leaving the Institute or Central University to join any of the other Institutes or any Central University shall join the corressponding 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 new Institute or University.

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.

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.

16B GENERAL PROVIDENT FUND-CUM-PENSION-CUM GRATUITY SCHEME

As amended under Ministry's letter No. F.24-23/65--T.6 dt. 24.11.71

1) Every employee of the Institute, -

i) who is referred to in clause (2) of Statute 16, or

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

iii) who may be appointed either for the first time or reappointed on or after the 1st January, 1971, may exercise an option to join the General Provident Fund cum-Pension-cum-Gratuity Scheme, sponsored by the Institute for the benefit of its employees :

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 16.A

As amended under Ministry's letter No. F.11-2/71 2 /71 T.6 dt. 24.11.71

As amended under Ministry's letter No. F.11/ 71-T.6 dt. 24.11.71

Statute 16B(2) (ii) As amended under Ministry's letter No. F.11-6/76 dt-T.6 Dt. 16.7.78.

2) Any such option shall be exercised in Form I prescribed for the purpose in Appendix I to Schedule F, -

i) In the case of an employee referred to in Sub-clause (i) (other than a permanent employee appointed or reappointed before the 1st April, 1962) for sub-clause (ii) within a period of three months from 1st January, 1971.

ia) 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;

ii) in the case of an employee referred to in Sub-clause ii), within a period of three months from the date of completion of one year's temporary service or confirmation whichever is earlier :

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.

Statute 16B (3A) inserted as per Ministry's letter NO. F11-6/76-T. 6 dt. 16-7-1978.

3A a) Every employee of the Institute -

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 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 :

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 or the retirement benefit schemes.

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 form the date of issue of this notification and any such option once exercised shall be final.

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.

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 II prescribed for the purposes 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.

Statute 16B (5) amended under Ministry's letter NO. F11-4/76-T. 6 dt. 16-7-1978. (Effective from 1-11-73)

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 emoluments or rupees thirty thousand, whichever is less.

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.

Amended as per Ministry's letter NO. F10-2-/76/T. 6 dt. 20-2-79 (Effective from 15-2-79)

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 the length of qualifying service at each Institute or the Institute and the University.

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 :

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.

17. VACATION AND LEAVE

1) Employees of the Institute shall be entitled to vacation and leave as laid down in Schedule 'D'.

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 the date subject to the prescribed limit of leave.

Amended as per Ministry's letter No. F10-20/76/ T. 6 dt. 20-2-79. (Effective from 15-2-79)

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

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.

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 Ministry's letter NO. F.11-1/70 T. 6 dt. 28-7-1971 This amendment takes effect from 19.6.71

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 recovered at the rate of seven and a half 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 MInistry's letter No. F. 11-7/76 T.6 dt. 26.10.1977 (effective from 22.10.77)

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*.

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.

3) The Board may, allot furnished or unfurnished accommodation without levying any licence 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.

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.

19. DEPARTMENTS

The Institute shall have the following Departments :

Amended vide Ministry's letter No. F.2-38/87-T.6/TD.I dt. 30.7.91

a) Aerospace Engineering

b) Chemical Engineering

c) Chemistry

d) Civil Engineering

e) Electrical Engineering

f) Humanities and Social Sciences

Amended as per Ministry's letter No. F11-4-82 T. 6 dt. 31-8-1982 (Effective from 21-8-1982)

g) Mathematics

h) Mechanical Engineering

Amended vide Ministry's letter No. F.11-8/93-TD.I. dt. 26.10.93

i) Metallurgical Engineering & Material Science

j) Physics

k) Earth Sciences

Amended as per Ministry's letter NO. F11-3-/82/ T. 6 dt. 30-3-83 (Effective from 24.3.1983)

l) Computer Science and Engineering

Provided that in addition the Board may establish or abolish one or more schools or centres of research on the recommendation of the Senate.

20. HEAD OF A DEPARTMENT

1) Each Department of the Institute shall be placed in charge or a Head who shall be selected by the Director from among the Professors, Associate Professors and Assistant Professors.

Provided that when in the opinion of the Director the situation so demands, the Director may himself take temporary charge of Department or place it under 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. INSTITUTIONS 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 undergraduate 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 consideration of means alone.

   The awards shall be made in accordance with the provisions made in the Ordinances in this behalf.

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.

   The scholarships will be subject to such conditions as may be laid down in the ordinances.

Amended under Ministry's letter NO. F. 24-26/65-T. 6 dt. 27-4-1966 (Effective from 1.8.65)

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.

5) Research Scholarships of the value mentioned below will be awarded to all research scholars admitted to the Institute :-

a) Research workers in Engineering & 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 ..... Rs. 400/- p.m.

Amended as per Ministry's letter No. F11-2-/68-T. 6 dt. 14-2.1974 (Effective from 1-7-1972)

b) i) Research workers in Science and other subjects provided the scholars have had a Master's degree in the appropriate field.
..... Rs. 300/- per mensem

ii) Research workers in Engineering and Technological subjects provided the scholars have had a Bachelor's degree in Engineering / Technology
..... Rs. 300/- per mensem

The scholarships will be tenable for the duration of research, subject to such conditions as may be laid down in the Ordinances.

6) Post Doctoral Fellowship of the value mentioned below will be awarded to research fellows for the duration of their work at the Institute :-

a) Research fellows in Engineering and Technological subjects. Rs. 500/- p.m.

b) Research Fellows in Science and other subjects. Rs. 400/- p.m.

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.

7) The Board may, on the recommendation of the Senate institute such exhibition, medals and prizes as it considers desirable. The awards shall be made in accordance with the provision made in this behalf.

Proviso below Statute 22(1) (a) *inserted as per Ministry's letter NO. F11-2-/78 T. 6 dt. 6-7-1978 (Effective from 30.6.78)

22. FEES

1) The following shall be the fees charged by the Institute

a) Registration fee for under-graduate courses only payable in advance as application fee. Rs. 15/-

Provided that no registration fee shall be charged from any candidate belonging to the Sheduled caste or Scheduled Tribe.

b) Admission fee for under-graduate courses 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. Rs. 200/- p.a.

ii) Tuition fees for post-graduate courses in 'Engineering and Technology' payable in eight equal instalments. Rs. 300/- p.a.

As per Ministry's letter No. F.24-46/ 63 dt. 2.7.64.

iii) Tuition fees for working for Ph.D. payable in eight equal instalments by the research workers, the Institute staff members registered for the course being exempted from payment of the fee. Rs. 300/- p.a.

d) Seat rent inclusive in Electricity and water in Halls of Residence wherein students reside :-

		Under-Graduate	Post-Graduate
a)	I semester, payable in four equal instalments,	Rs. 40/-	Rs. 80/-
b)	II semester payable in four equal instalments.	Rs. 40/-	Rs. 80/-
c)	summer vacation, for those who are required to stay in Hall during vacation with the permission of Institute, in one instalment	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 instalment	Rs. 5/-	Rs. 5/-

Amended as per Ministry's letter NO. F. 11-4-79 T. 6 dt. 4-5-82 (Effective from 19.4.82)

e) i) Medical Examination Rs. 2/- p.a.

ii) Gymkhana Fees Rs. 20/- p.a.

iii) Medical Fund payable at the time of admission and in the case of students already in the Institute along with the first instalment of the tuition fees. Rs. 5/- p.a.

As per Ministry's letter No. F. 11.1/67-T-6 dt. 22-3-68

f) Examination fees for *the Master's Degree Rs. 100/-
Postgraduate Diploma/Course the Higher Degree Rs. 200/-

IndiaCode

g) Fees for the Diplomas if awarded in absentia for all students, scholars and fellows — Rs. 10/-

h) Fees for grade card — Rs. 5/-

i) Registration fees for Ph.D. Degree — Rs. 5/-

As per Ministry's letter No. F. 24-50/65 T-6 dt. 28-10-68 (effective from 10-10-1968)

*j) i) Registration fee for postgraduate 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/-

k) Fees for issue of Migration Certificate — Rs. 5/-

l) Fees for issue of crossed list. — Rs. 5/-

m) Fees for re-checking of answer books for Institute Examination — Rs. 5/- per paper

n) Fees for issue of duplicate grade card — Rs. 3/-

o) Fees for issue of duplicate diploma — Rs. 10/-

p) Fees for issue of duplicate migration certificate — Rs. 3/-

q) Fees for issue of a duplicate cross list. — Rs. 2/-

Amended as per Ministry of Education and Social Welfare Letter No. F.11-3/70-T. 6 dt.28-7-1971 This amendement takes effect from 27-5-1971.

r) Caution Money :

i) For under-graduate and Post-graduate Students payable in advance — Rs. 25/-

ii) For Research Scholars and Post-doctoral Fellows in advance — Rs. 100/-

s) For courses not provided above — As laid down by the Board

The recovery of Caution Money is deposit from Research Scholars and Fellows may be waived by the Director in special caes, subject to production of surety from a responsible permanent employee of the Institute or Government.

The Caution Money is refundable to students, scholars and fellows after deduction of relevant dues, if any, within four years of their leaving the Instiute. 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 Ministry's letter No. F. 11.7/76-T-6 dt. 26.10.1977.

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.

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.

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 readmission 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.

The Director may waive the recovery of delay fines and re-admission 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.

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

1) The Institute shall be 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.

In exceptional cases the Director may permit student, scholar of 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 seat rent as he would have been liable for the payment of seat rent had be resided in the Hostel,

2) Every resident in the Halls and Hostels shall conform to rules laid down by the Senate for the purpose.

3) For such Hall of Residence there shall be a warden and such number of Assistant wardens and other staff any as may be determined by the Board from time to time.

4) The offices of Warden and Assistant warden shall be held by the members of Academic staff of the Institute. The appointments shall be made by Director.

5) Wardens and Assistant Wardens shall be entitled to rent free unfurnished quarters coresponding 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.

6) The management of the Halls of Residence and Hostels shall be in accordance with the rules laid down by the Director.

24) CONFERMENT OF HONORARY DEGREES

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 the in cases of urgency the Chairman may submit, on behalf of the Board, such proposal to the Visitor.

SCDEDULE A

CONTRACT OF SERVICE

[See Statute 7 (3)]

Schedule 'A' inserted as per Ministry's No. F. 10-1/75-T. 6 dt. 20-11-76

An AGREEMENT for service made this ..... 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 Institute of Technology (Amendment) Act 1963 (Act 29 of 1963) hereinafter called the Institute).

Whereas in terms of Section 17 (1) of the Institute of Technology Act, 1961 (hereinafter called the Act) and Statutes 15 (3) of the Statutes of the Institute (17 (3) in case of Kharagpur) (hereinafter called Statute), the Council of the Institute of Technology refered 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:

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 Institute as in force from time to time as applicable to permanent confirmed employees.

2) The appointee shall be on service under the 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.

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.

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 Official Secrets Act, 1923, as amended from time to time.

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 inital pay of Rs. _____ in the scale of Rs. _____ provided that if any time the appointee proceeds on deputation out of India, his pay and allowances during the period of 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.

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 employee of any other IIT's and enjoying the benefits either under CPF-cum-Gratuity Scheme or GPF-cum-Pension-cum-Gratuity Scheme, he shall join the corresponding scheme of the Institute with transfer of this accumulation as admissible under the Statutes.

   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 Institute 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 effected 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.

*Amended nder Ministry's letter No. F. 10.1/75--T-6 dt. 19-2-77

8) The appointee shall be entitled to leave as admissible to permanent non-vacation employees of the Institute under the Statutes.

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 Governers of the Institute.

10) The appointee shall be eligible for privilege in relation to medical attendance and treatment as provided for in the Statute.

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.

If the appointee is required to travel in the interests of Institute work, he shall be entitled to travelling allowance on the scale provided for in the 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 home town as per the rules of the Institute

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.

13) The services 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.

The appointee may terminate his service by giving to the Institute three calendar months notice in writing.

14) The appointee will be allowed the status of Professor of .... to take part in teaching and research in the Department of ..... subject to his convenience.

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 Statute made thereunder for time being in force.

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 hereunto set his hand.

Signed and delivered for the Indian Institute of Technology ..... by the Chairman, Board of Governors of the Institute

Chairman
Board of Governors,
Indian Institute of
Technology .....
.....

In the presence of Signature of Witnesses with addresses.

Signed and delivered by the said appointee

.....
Director
IIT .....

In the presence of Signature of Witnesses with addresses.

IndiaCode

SCDEDULE AA

INDIAN INSTITUTE OF TECHNOLOGY, BOMBAY

MEDICAL ATTENDANCE AND TREATMENT INCLUDING REIMBURSEMENT OF MEDICAL EXPENSES INCURRED BY THE MEMBERS OF THE STAFF ON THEMSELVES AND THEIR FAMILIES.

[See Statute 13 (16)]

1) The provisions contained in this schedule shall apply to all the employees of the Institute but they shall not apply to -

   a) those members of the staff who are on leave or deputation abroad,

As amended under Ministry's letter No. F. 11-6/68-T.6 dt. 14-1-69 effective from 9-1-69

   b) retired members of the staff, and

   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.

2) For purposes of reimbursement of medical expenses, members of the staff shall be grouped as under :

1)	Those holding posts carrying a scale of pay, the initial salary of which is Rs. 400/- p.m. or above except the Secretary to the Director and Superintendents of Sections :	Group A
2)	The Secretary to the Director, the Superintendents of Sections and all those holding posts carying a scale of pay, the initial salary of Rs. 110/-p.m. or above but less than Rs. 400/-p.m.	Group B
3)	Those holding posts carrying a scale of pay the initial salary of which is less than Rs. 110/-p.m.	Group C

3) In this schedule unless there is anything repugnant in the subject or context -

   a) "Authorised Medical Attendant" means-

1)	In respect of members of the Institute belonging to Gr. A.	Medical Adviser of the Institute and in his absence the Medical Officer of the Institute.
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
4)	In respect of members of the Institute on duty or on leave in India (outside headquarters)	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. ii) For those belonging to Group "B" and "C" of para 3 : Assistant Surgeon on Govt. in a District or Govt. Medical Officer of equivalent rank in a city.

IndiaCode

b) "Hospital" means the hospital recognized by the Board of Governors as hospital for the purpose of these provisions.

As amended under Ministry's letter No. F. 24-52-/65-T-6 dt. 14-4-67

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 members of staff.

d) The term "leave" includes vacation.

4. Cost of reimbursement of expenses incurred by the members of the staff in connnection 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.

Note : An advance for medical treatment in respect of a member of the staff or of his family who is an indoor patient in a hospital may be granted on the same terms and conditions as are mentioned above.

5. i) Medical attendance includes attendance at the residence 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 -

a) employment of such pathological, bacteriological, radiological or other methods as are considered necessary by the authorised medical atendant.

b) the supply of such medicines, vaccines, sera or other therapeutic substances as are ordinarily available in the hospital;

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;

d) such accommodation as is ordinarily provided in the hospital and is suited to his status;

e) such nursing as is ordinarily provided to inpatients by the hospital;

f) Specialist consultation on the advice of the authorised medical attendant.

g) It does not include diet or provision at the request of the member of the staff of accommodation superior to that to which he is entitled in accordance with sub-clause (d) above.

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.

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 purpose.

Note 3 In the case of hospitals the tariffs of which indicate a flat inclusive charge per diem, 40 percent thereof should be reckoned as charges for board and lodging. Out of this 40 percent, half should be considered as charges for diet and the other half for accommodation.

Amended as per Ministry's letter No. F. 11.3/78.6 dt. 1-10-80

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'.

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 a 'major' kind such as treatment of a jaw bone disease wholesale 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 on the advice of the authorised medical attendant.

7. No reimbursement of expenses for provision of spectacles is admissible.

8. No reimbursement of charges for special nursing will be admissible unless it is certified by the authorised medical attendant and Medical Superintendent of the Hospital that their services were absolutely essential.

Note : Such cases of special nursing will be decided on merits having regard to the nature of the disease and where hardship is involved. In such cases a member of the staff should bear upto 25 percent of his monthly pay, for the period for which special nursing was necessary the rest being borne by the Institute.

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 :-

   a) send the patient to the nearest Specialist or other Govt. Medical Officer, by whom, in his opinion medical atendance is required for the patient, or

   b) if the patient is too ill to travel, summon such specialist or other Govt. Medical Officer to attend upon the patient.

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 be entitled to travelling allowance for the journeys to and from the headquarters of the specialist or other Government Medical Officer.

11. A specialist or other Govt. Medical Officer summoned under clause (b) of Paragraph 9 shall on production of a certificate in writing by authorised medical attendant in this behalf be entitled to travelling allowance for the journey to and from the place where the patient resides.

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.

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.

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.

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 teratment 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.

    Note : Claims for sums admissible under paragraph 15 shall be accompanied by a certificate in writing by the authorised medical attendant stating :-

    a) his reasons for the opinion referred to in paragraph 14 and

    b) the cost of similar treatment referred to in paragraph 15.

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 reimburseable 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 when the patient is undergoing treatment at the out-patients department or as indoor patient of the hospital on the recommendation of the authorised medical attendant.

Note 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;

ii) The concession contained in note (i) above is not to be given in a 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 obtaining treatment in a place other than at his headquarters.

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.

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.

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 headquarter) may receive medical treatment as an indoor or outdoor patient in a State or State aided Hospital.

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.

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 allowed.

Note : Anaesthetic fees & 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 reimburseable.

21. The following instructions shall also be adhered to in submitting bills for reimbursement of medical expenses :

i) The bills should be duly supported by requisite receipts, cash memos, prescriptions, essentiality certificates and other relevant documents as prescribed by the Board of Governors from time to time.

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.

iii) Necessary vouchers and receipts should be attached to the bill in support of claims for reimbursement of charges for tests, conducted or treatment afforded in hospitals e.g. X-Ray, Bloodtests etc.

As amended under Ministry's letter No. F. 11.4/78-T-6 dt. 23-2-79 effective from 16.2.1979.

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.

v) Reimbursement of the cost of medicines of Indian systems of medicine and Homeopathy is also admissible.

As amended under Ministry's letter No. F. 24-7/65-T-6 dt. 16-10.68 effective from 18-9-68

22. Bills for reimbursement of medical expenses from the members of the 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 Deputy Director and the Registrar.

Note : The Director shall be the controlling authority in respect of his own medical attendance bills.

SCHEDULE-B

CONDUCT RULES

(See Statute 13 [17])

1. Application :

   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) "Competent authority" means,

      i) "The Board of Governors" in the case of the Director.

      ii) "The Director" in the case of all other employees.

   b) "Members of the family" in relation to an employee includes,

      i) the wife, child or step-child of such employee residing with and dependant on him and in relation to an employee who is a woman, the husband residing with her and dependant on her and

      ii) any other persons related, whether by blood or by marriage to the employee or to such employee's wife or husband and wholly dependant on such Institute employee, but does not include 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.

   c) "Service" means service under the Institute.

3. General :

   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.

   b) An employee should at all times be courteous in his dealings with other members of the staff, students and members of the public.

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.

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.

e) Except for valid reasons/and or unforeseen contingencies no employee shall be absent from duty without prior permission.

f) No employee shall leave station except with the previous permission of proper authority, even during leave or vacation.

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 the Department, the address where he would be available during the period of his absence from station.

4. Taking part in politics and election :

i) No employee shall take part in politics or be associated with any party or organisation which takes part in political activity, nor shall subscribe in aid or assist in any manner any political movement or activity.

ii) No employees shall canvass or otherwise interfere or use his influence in connection with or take part in any election to legislative body or local authority.

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 :

i) 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.

ii) 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 bonafide 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, artistic or scientific character.

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.

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. 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 :

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,-

i) which has the effect of an adverse criticism of any current or recent policy or action of the Institute, or

ii) which is capable of embarrassing the relations between the Institute and of the Central Government or any State Government or any other institution or organisation or members of the public.

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 ;

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.

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.

3) Nothing in this paragraph shall apply to :-

a) evidence given at any inquiry before any authority appointed by the Institute, by Parliament or by a State Legislature; or

b) evidence given in any judicial inquiry; or

c) evidence given at any departmental inquiry ordered by the Institute authorities.

8. Unauthorised communication of information :-

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 :-

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 a 'trifling value'. Interpretation of the term 'trifling value' shall be the same as laid down in Government Servants Conduct Rules.

10. Private Trade or Employment :-

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.

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 condition as regards acceptance of remuneration as may be laid down by the Board.

11. Investments, lending and borrowing :-

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.

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 :-

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 proceeding for insolvency shall forthwith report full facts to the Institute.

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.

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 the Institute unless he has obtained written permission to that effect from the Head of the Institute.

13. Moveable, Immoveable and Valuable Property.

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 a return in such form as the Institute may prescribe in this behalf of all immoveable property owned, acquired or inherited by him or held by him on lease or mortgage; either in his own name or in the name of any member of his family or in the name of any other person.

14. Vindication of acts and character of employee :

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.

Provided nothing in this rule shall be deemed to prohibit an employee from vindicating his private character on any act done by him in his private capacity.

15. Marriage etc. :-

An employee intending to marry a person who holds citizenship of

another foreign country shall seek prior permission of the competent authority.

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 :-

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.

b) No employee shall be signatory to any joint representation addressed to the authorities for redress of any grievance or for any toher matter.

17. Punishment, Appeals, etc. :-

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.

18. Interpretation :

The decision of the Board on all questions relating to the interpretation of these provisions shall be final.

SCHEDULE - C

See Stature 16(I)

CONTRIBUTORY PROVIDENT FUND
OF THE
INDIAN INSTITUTE OF TECHNOLOGY, BOMBAY

1. (1) The provision contained in this schedule shall apply to:

   a) Every employee of the Institute who is permenant as on the date of commencement of this Schedule:

   b) persons appointed on contract, the terms whereof make such perosns eligible for contributing to the Fund;

   As inserted under Ministry's letter No. F.7-7/63-T.6 dt. 15-3-65

   c) Re-employed pensioners subject to the conditions, prescibed by the Government of India from time to time.

Provided that no employee of the Institute shall be entitled to the benefits 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 Instiute on a consolidated salary or on special terms which exclude the benefits of this Fund.

2) A person appointed on probation against a substantive vacancy shall 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

As inserted under Ministry's letter No. F.7-7/63-T.6 dt. 15-3-65

Arrears of subscription in such cases may be paid in not more than 12 monthly Instalments for each year of service. The Institue'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 subscription during the year subject to final adjustment after the arrears are realised in full.

As inserted under Ministry's letter No. F.24-44/66 T.6.dt. 22.12.68 (effective from 2.12.68

(2A) A person appointed on temporary basis shall also be entitled to subscribe to the fund after he completes continuous service for one year. The subscriptions in such a case shall, however, commerce from the actual date of the subscriber joining the fund.

(3) If an employee admitted to the benefit of the Fund was perviously 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.

As amended under Ministry's letter No. F.11.7/68-T.6 dt. 9-5-1969 (effective from 7-5-69

(4) Every employees 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.

2. In this schedule, unless the context otherwise requires -

i) "Accounts Officer" means the Accounts Officer of the Institute;

ii) "Audit Officer" means the (Internal) Audit Officer of the Institute;

iii) "Emolument" 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;

iv) "Family" means -

a) in the case of a male subscriber the wife or wives and children of subscriber, and the widow or widows and children of a deceased son of the subscriber;

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;

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.

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 subsequently cancels formally in writing her notification excluding him.

Note : I - "Children" means legitimate children.

Note : II - 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.

v) "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 that the fund of the Institute;

vi) "Fund" means the Contributory Provident Fund of the Institute;

vii) "Leave" means any variety of leave provided for in Schedule 'D' as may be applicable to the subscriber;

viii) "Pay" means the amount drawn monthly by an employee of the Institute as -

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.

ii) Special pay and personal pay, and

iii) any other remuneration which may be specially classed as pay by the Board.

ix) "Subscription" means the amount paid by the subscriber and "contribution" means the amount contributed by the Institute.

x) "Year" means a financial year.

As amended under Ministry's letter No. F.11.5/68-T.6 dt. 6-5-1969 (effective from 3-5-69

CONSTITUTION AND MANAGEMENT OF THE FUND

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.

(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.

(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 scheme 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 :

Amended as per Ministry's letter No. J.11011.7/77-T.6 dt. 20-7-79 (effective from 25-6-79

NOMINATION

4. (1) A subscriber shall, at the time of joining the Fund, send to the Registrar, a nominations, 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;

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

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 nomination duly made under this rule until he makes a nomination in accordance with this sub-para.

(2) If a subscriber nominates more than one person under sub-para (1) he shall specify in the nomination of 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.

(3) Every nomination shall be in such one of the Forms set forth in Appendix II 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.

Provided that the subscriber shall along with such notice send a fresh nomination made in accordance with the provisions of this para.

5. A subscriber may provide in a nomination-

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.

Provided 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 or share payable to each of such persons in such a manner as to cover the whole of the amount payable to the nominee.

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.

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.

(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 subpara (5) or on the occurence of any event by reason of which the nomination becomes invalid in pursuance of clause (b) of sub-para (5) of the proviso thereto, the subscriber shall send to the Registrar a notice in writing cancelling the nomination together with a fresh nomination made in accordance with the provisions of this para.

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.

8) An up-to-date Register shall be maintained by the Institute to record all nominations.

SUBSCRIBERS' ACCOUNTS

5. An account shall be opened the name of each subscriber in the Form set forth in Appendix III, in which shall be shown:-

   i) The subscriber's subscriptions;

   ii) Contributions made under para 9 by the Institute to his account;

   iii) Interest, as provided by para 10, on subscriptions;

   iv) Interest, as provided by para 10, on contribution; and

   v) Advances and withdrawals from his account

CONDITIONS AND RATES OF SUBSCRIPTIONS

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 subscriber on re-instatement 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 subscriptions permissible for that period.

   (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.

   Failure to make due and timely intimation shall be deemed to constitue an election to subscribe.

   The option of a subscriber intimated under this sub-para shall be final.

   (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.

7. (1) The amount of subscription shall be fixed subject to the following conditions:-

   a) It shall be expressed in whole rupees (50 paise and above counting as the next higher rupee)

   b) It may be any sum, not less than 81/3 % of emoluments of the subscriber and not more than his emoluments.

   (2) For the purposes of clause (b) of subpara (1) the emoluments of a subscriber shall be-

a) in the case of a subscriber who was in permanent service of the Instiute 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.

(3) The amount of subscription so fixed may be enhanced or reduced only once during the course of a year:

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.

(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.

REALISATION OF SUBSCRIPTION

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 advance shall be made from the emoluments themselves.

(2) When emoluments are drawn from any other source, the subscriber shall forward his dues monthly to the Institute.

CONTRIBUTIONS BY THE INSTITUTE

9. (1) The Institute shall, with effect from the 31st March of each year, make a contribution to the account of each subscriber.

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 date of the casualty.

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 8.1/3 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.

(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.

(5) The amount of contribution payable shall be rounded to the nearest whole rupee (50 paise and above counting as the next higher rupee.)

INTEREST

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 the case of their employees.

(2) interest shall be credited with effect from the 31st March of each year in the following manner.

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;

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;

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;

iv) the total amount of interest shall be rounded to the nearest rupee in the manner provided in sub-para (5) of para (9):

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, upto the date on which the amount standing at the credit of the subscriber becomes payable.

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.

Provided that where there has been a delay in the drawal 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 upto the end of sixth month after the month in which such amount became payable whichever of these periods be less.

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 agent as the date on which he is prepared to make payments.

ADVANCES FROM THE FUND

11. A temporary advance may be granted to a subscriber form the amount standing to his credit in the Fund at the discretion of the authority specified in para 12 subject to the following conditions:

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;

As amended under Ministry's letter No. F.11.1/70-T.6 dt. 29-6-1971 (effective from 22-6-71

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),

i) to pay expense in connection with the prolonged illness or confinement of the applicant or any person actually dependent on him:

ii) to pay for the overseas passage for reasons of health or educations of the applicant or any person actually dependent on him;

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;

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;

Inserted under Ministry's letter No. F.24-3/65 -T.6 dt. 10-1-69 (effective from 8-1-69

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;

Provided that the duration of the course of study is not less than three years;

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 defend him in any enquiry in respect of any alleged official misconduct on his part;

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 :

Amended as per Ministry's letter No. F.11.3-80-T.6 dt. 24-3-82 (effective from 15-3-82

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 Co-operative Society.

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 side 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.

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.

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.

d) The sanctioning authority shall record in writing the special reasons where advance is sanctioned for such reason.

e) An application for temporary advance from the Fund shall be submitted in the Form set forth in Appendix IV.

As amended under Ministry's letter No. F.11.3-80. T.6 dt. 24-3-82 (effective from 15-3-82)

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 Dy. Director and the Registrar.

(2) A temporary advance from the Fund to the Director shall require the sanction of the Chairman.

13. (1) An advance shall be recovered from the subscriber in such number of equal monthly instalments 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.

A subscriber may, at his option, make repayment in a smaller number of instalments than that prescribed. Each instalment 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.

As amended under Ministry's letter No. F.24-3/63-T.6 dt. 10-1-69 (effective from 8-1-69)

(2) Recovery shall be made in the manner provided in para 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.

Recovery shall not be made, except with the subscriber's consent while he is on leave or receipt of subsistence grant and may be postponed by the sanctioning authority during the recovery of an advance of pay granted to the subscriber.

(3) If more than on advance has been made to a subscriber, each advance shall be treated separately for the purpose of recovery.

(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 principal for each month or broken portion of a month during the period between the drawal and complete repayment of the principal.

(5) Interest shall ordinarily be recovered in one instalment 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 instalments. The method of recovery shall be that provided in the Sub para (2). Payment shall be reounded to the nearest rupee in the manner provided in sub-para (5) of para 9.

(6) Recoveries made under this rule shall be credited as they are made, to the account of the subscriber in the Fund.

WITHDRAWAL FROM THE FUND

14. Subject to the conditions specified hereunder, in the case of withdrawal made by the Director from the Fund, it shall be sanctioned by the Chairman and by the Director in any other case at any time;

Amended as per Ministry's Letter No. F) 11-3-80. T.6 Dt. 24-3-82 (Effective from 15-3-82)

(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,

(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:-

(a) for education outside India for academic, technical, professional or vocational course beyond the High School stage; and

(b) for any medical, engineering or other technical or specialised course in India beyond the High School stage.

(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;

(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;

(B) after the completion of fifteen years of service, (including broken period of service, if any) of a subscriber or within ten year 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:-

(i) for constructing or acquiring a suitable house or a ready built flat for his residence including the cost of the land;

(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:

(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;

(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 the place of duty;

(vi) for constructing a house on a plot of land purchased under clause (iii)

(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.

Note: 1. A subscriber who has availed himself of an advance for house building purpose or has been allowed any assistance in this regard from any other Government source, shall be eligible for the grant of final withdrawal under clauses (d), (e) and (f) for the purposes specified therein and also for the purpose of repayment of any loan taken under the aforesaid scheme, subject to the limit specified in sub-para(1) of para 15.

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 month's pay, whichever is less. The sanctioning authority may, however, sanction the withdrawal of an amount in excess of this limit upto three-fourths of the amount of subscriptions and interest thereon standing to the credit of 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.

(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 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 instalments, as may be determined by the Institute.

As amended under Ministry's letter No. F.24-3/55-T.6 Dt. 10-1-69 (effective from 8-1-69)

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) and (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 the balance outstanding against him into a final withdrawal on his satisfying the conditions laid down in paras 14 and 15.

PAYMENTS TOWARDS INSURANCE POLICIES AND FAMILY PENSION FUNDS

17. On written application from a subscriber to the fund and subject to the conditions contained in paras 18 & 25.

(a) i) subscription to family pension Fund; and

ii) payments towards an insurance policy, may be substituted for the whole or part of subscriptions to the Fund;

(b) the amount of subscriptions with interest thereon standing to the credit of a subscriber in the Fund may be withdrawn to meet:-

i) payments towards an insurance policy;

ii) purchase of a single payment insurance policy;

iii) payment of a single premium or subscription to a family pension Fund.

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.

18 1) An insurance policy effected by the subscriber himself on his own life or on the joint lives 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.

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.

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.

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.

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.

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 to the extent of recoveries actually made from the monthly salary bills, the Institute will not make any payment on behalf of subscribers to Insurance Companies, nor take steps to keep a policy alive.

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 (a) of para 17 may reduce his subscription to the Fund within its limit.

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, receipts 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.

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.

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.

4) Any amount withdrawn under clause (a) or (b) of para 17 shall be paid in whole rupee rounded to the nearest rupee in the manner provided in sub-para (5) of para 9.

20. 1) If the total amount of any subscriptions or payments substituted under clause (a) of para 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.

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 not 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.

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 and the subscriber has no option to refrain from drawing during its currency shall be paid forthwith into the Funds by the subscriber or in default recovered by reduction from his emoluments by instalments or otherwise as the Board may direct.

23. 1) Save as provided in sub-para (2) of para 25 when the subscriber:-

a) Quits the service, or

b) Has proceeded on leave preparatory to retirement and applies to the Institute for re-assignment or return of the policy, or

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 re-assignment or return of policy , or

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-clauses (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.

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 case may be, and make it over to the subscriber, together with a signed notice of the re-assignment addressed to the Insurance Company.

2) Save as provided by sub-para (2) of para 25, when the subscriber dies before quiting the service, the Registrar shall reassign the policy in the Second form set forth in Appedix VI 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.

24. If a policy assigned in favour of the Institute under para 18 matures before the subscriber quits the service, or if a policy on the joint lives of a subscriber and his wife assigned under the said para falls due for payment by reason of the Wife's death, the full amount of the policy shall, on realisation, be credited to the Fund of the subscriber.

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 instalments or otherwise, as the Board may direct.

2) if the Institute receives notice of -

a) an assignment (other than an assignment in favour of the Institute under para 18) or

b) a charge of encumbrance on, or

c) an order of Court restraining dealings with the policy or any amount realised thereon, the Registrar shall not-

i) re-assign or make over policy as provided in para 23,

ii) realise the amount assured by the policy, as provided in para 24, but shall forthwith refer the matter to the Board.

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 17 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 instalments of moieties of his emoluments till the entire amount recoverable is paid by him.

Note: The term 'emoluments' as used in this rule does not include subsistance grant.

27. RESTRICTION OF THE PROVISIONS RELATING TO FINANCING OF POLICIES.

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 making such payments in respect of any new policy.

Provided that such subscribers shall not be permitted to substitute such payment for subscriptions due to the Fund or to withdraw from the Fund for making such payments in respect of any new policy.

CIRCUMSTANCES IN WHICH ACCUMULATIONS ARE PAYABLE.

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:

    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 be 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.

29. When a subscriber -

    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

    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.

    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 instalments 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.

    i) When the subscriber leaves a family -

        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;

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 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 person or persons other than a member or members of his family, become payable to the member of his family in equal shares :

Provided that no share shall be payable to -

1) sons who have attained majority;

2) sons of a deceased son who have attained majority;

3) married daughters whose husbands are alive;

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)

Provided also that the widow or widows and the child or childern of deceased son shall recieve between them in Equal parts only the share which that son would have received if he had survived the subscriber and had been exempted from the provisions of clause (1) of the first proviso;

Note: Any sum payable under rules to a member of the family of a subscriber vests in such member under subsection (2) of section (3) of the Provident Fund Act, 1925.

ii) 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.

Note: When a nominee is a dependent of the subscriber as defined in clause (c) of section 2 of the Provident Fund act 1925, the amount vests in such nominee under subsection (2) of section 3 of that Act.

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(b) and of sub-clause (ii)

of clause (c) of sub-section (i) 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.

Para 30 A inserted as per Ministry's Letter No. F. 16-24/78- T. 6 dt. 1.3.79.

30A. DEPOSITS LINKED INSURANCE SCHEME

On the death of a subscriber, the persons 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 preceeding the death of such subscriber, subject to the condition that-

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 -

(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. 1,300/- or more;

(ii) Rs. 2,500/- in the case of a subscriber who has held, for the greater part of the aforesaid period of three years, a post of the maximum of the pay scale of which is Rs.900/ - or more but less than Rs. 1,300/-;

(iii) Rs. 1,500/- in the case of subscriber who has held, for the greater part of the aforesaid period of three years, a post of the maximum of the pay scale of which is Rs. 291/- or more but less than Rs 900/-;

(iv) Rs. 1,000 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 less than Rs. 291/-

b) the additional amount payable under this rule shall not exceed Rs. 10,000/-;

c) the subscriber has put in at least 5 years service at the time of his death.

Note 1: The average balance shall be worked out on the basis of the balance of the credit of the subscriber at the end of each of the 36 months preceding the month in which the death occurs.

IndiaCode

For this purpose, as also for checking the minimum balance prescribed above -

(a) the balance at the end of March shall include the annual interest on subscription credited in terms of paragraph 10; and

(b) if the last of the aforesaid 36 months is not March the balance at the end of the 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.

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).

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 Fund Act, 1925 (Act 19 of 1925) does not apply to sums payable under this scheme.

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.

Note 5:(a)In case of an employee of the Institute who has been admitted to the benefits of the Fund under Statute 16 (2)/ Statute 16A (i), but dies before completion of three years service or, as the case may be, five years service from the date of his admission to the Fund, the period his service under the previous employer in respect where of 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)

(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.

(c) This scheme does not apply to persons appointed on contract basis.

Note 6 : The budget estimates of expenditures in respect of this scheme will be prepared by the Accounts Officers 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.

(Amended as per Ministry's letter No. F. 16.24/78-T6. dated 1-3-1979)

DEDUCTION

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 therefrom and payment to the Institute of-

a) any amount, if a subscriber has been dismissed from the service for grave misconduct :

Provided that, if the order of dismissal is subsquently cancelled, the amount so deducted shall, on his reinstatement in the service, be replaced at his credit in the Fund;

Amended as per Ministry's letter No. 11B/ 78- T. 6 dt. 7.6.80 (effective from 3.6.80)

b) any amount, if a subscriber resigns his employment with the Institute within five years of the commencement thereof or ceases to be an employee of the Institute otherwise than by reasons of superannuation or a declaration made by competent medical authority that he is unfit for further service.

Provided that in the case of an employee on contract, the Institute's contribution towards the provident fund and the other benefits shall be payable.

i) in full, if the full period of the contract is served :

ii) in proportion if the contract is terminated, earlier, provided the termination of the contract is in accordance with the terms provided in it.

c) any amount due under a liability incurred by the subscriber to the institute.

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

As amended under Ministry's letter No. F.24-7-/65-T. 6 dt. 16-10-68 (effective from 18-9-68.

Registrar, after obtaining the sanction of the Director and after satisfying himself, when no such deduction has been directed under that para that no deduction is to be made, to make the payment as provided in Section 4 of the Provident Funds Act, 1925.

b) 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.

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. 1) 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.

b) has acquired a family (in cases where the subscriber has made no nomination in favour of a member of his family under the provision to sub-para (1) of para (4)).

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.

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.

APPENDIX I

See Para 1 (a)

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 19

IndiaCode

Signature of Subscriber

Two witnesses to Signature

1. _____

2. _____

APPENDIX II

See Para 4 (3)

FORM OF NOMINATION

I. When the subscriber has 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 fefore that amount has become payable or having become payable, has not been paid.

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

Dated this _____day of _____19
at _____

Two witnesss to signature

Signature of subscriber

1._____ 2. _____

IndiaCode

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

I hereby nominate the persons metioned 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 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	*Amount of share of accumulations to be paid to each	Contigencies on the happening of which the nomination shall become invalid	Name, address and relationship of the person, if any to whom the right of the nominee shall pass in the event of his predeceasing the subscriber

IndiaCode

Date this _____ day of _____ 19

at _____

Signature of Subscriber

Two witnessess to signature

1. _____ 2. _____

* 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 nomination he shall specify in this column that the nomination shall become invalid in the event of his subsequently acquiring a family.

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 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, if any to whom the right of the nominee shall pass in the event of his predeceasing the subscriber

Date this _____ day of _____ 19

at _____ Signature of Subscriber

Two witnessess to signature

1. _____ 2. _____

* 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.

IndiaCode

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 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	*Amount of share of accumulation to be paid to each	**Contingencies on the happening of which the nomination shall become invalid	Name, address and relationship of the person, if any to whom the right of the nominee shall pass in the event of his predeceasing the subscriber

IndiaCode

Date this _____ day of _____ 19

at _____

Signature of Subscriber

Two witnessess to signature

1. _____ 2. _____

* 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.

Account No. _____

Date of receipt of _____

INDIAN INSTITUTE OF TECHNOLOGY,
Contributory Provident Fund Ledger
(See Para 5)

APPENDIX III

Nomination _____ Name _____ Designation _____ Joined on _____

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

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

Balance from 19 -19 .....
Deposits and refunds as above .....
Interest for 19 - 19 .....
TOTAL .....
Deduct withdrawals as above .....
Balance as on March 31, 19 .....
Calculated by :
Checked by :

Institute's cont. on .....
Rs. ..... @ 8 1/3% .....
Balance from 19 - 19 .....
Interest for 19 - 19 .....
TOTAL .....
Deduct withdrawals as above .....
Balance on March 31, 19 .....

Balance from 19 - 19 .....
Deposits and refunds as above .....
Interest for 19 - 19 .....
TOTAL .....
Deduct withdrawals as above .....
Balance on March 31, 19 .....
Calculated by :
Checked by :

Institute's cont. on .....
Rs. ..... @ 8 1/3% .....
Balance from 19 - 19 .....
Interest for 19 - 19 .....
TOTAL .....
Deduct withdrawals as above .....
Balance on March 31, 19 .....

IndiaCode

APPENDIX IV

(See pra 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 II, (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. 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.

Signature of the applicant

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

Signature _____

Designation : Accounts Officer

APPENDIX -IV-Contd.

(Remarks of the recommending authority)

No._____ Date _____, the _____

Forwarded to the _____

I am satisfied that the pecuniary circumstance 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.

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

Signature _____

Designation _____

IndiaCode

No. _____ Dated _____, 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 recommendation, to the Director for sanction or submit 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.

APPENDIX - V

(See para 18)

Forms of assignment

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 _____19

Station _____

Signature of

Subscriber

One witness to Signature

IndiaCode

APPENDIX V - Contd.

(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 subscription 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 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 _____ 19 .

Station _____

Signature of subscriber and

the Joint Assured

One witness to signature

Note :-

The assignment may be executed on the policy itself either in the subscriber's handwriting or alternatively a typed or printed slip containing the assignment may be pasted on the blank spaces 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 four margins.

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 the no prior assignment of the within policy exists.

Dated this _____ day of _____ 19 .

Station _____

Signature of the assignee and the Subscriber

One witness to signature

Form of assignment to be used in cases 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 _____ 19 .

Signature of subscriber

One witness to Signature

APPENDIX VI

(See Para 23)

Forms of Re-assignment 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 re-assign the within policy of assurance to the said _____

Dated this _____ day of _____ 19 .

Executed 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).

IndiaCode

The above named_____having died on the DAY OF_____19, the Indian Institute of Technology, _____ doth hereby assign the within policy of assurance to _____*.

Dated this _____ day of _____ 19 .

Executed by _____

Registrar of the Institute and on behalf of the Indian Institute of Technology, _____ .

IndiaCode

(Signature of the Registrar)

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

---

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

APPENDIX VI - Contd.

(3)

Form of re-assignment by the Indian Institute of Technology, _____.

The Indian Institute of Technology, _____ doth hereby re-assign the within policy to the said _____ .

Dated this _____ day of _____ 19 .

Executed by _____

Registrar of the Indian Institute of Technology, _____.

for and on behalf of the Indian Institute of Technology, _____

IndiaCode

(Signature of the Registrar)

(One witness who should add his designation and address)

APPENDIX VII

(See Para 35)

Subscriber's statement of Account for the year ending 31.3.19 .

Name of the subscriber _____

Account Number _____

Particulars	Opening balance	Deposits	Interest	Total	Withdrawals	Closing balance
Subscriptions and refund of withdrawals						
Institute contributions						
Total :						

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 cases 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

Dated _____ Indian Institute of Technology.

(Portion to be returned to the Accounts Officer)

I hereby acknowledge receipt of the Annual statement of my contributory Provident Fund Account for the year 19 and/ but do not accept the balance shown therein as correct for the reason given overleaf.

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

SCHEDULE 'D'

(See Statute17 (i))

LEAVE PROVISIONS

1. APPLICABILITY

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

2. DEFINITIONS

In this Schedule unless the context otherwise require.

(a) "Commuted Leave" means Leave as provided under paragraph 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.

As amended vide Ministry's Letter No. F. 25-1/64-T.6 dt. 14.5.69 Effective from 9.5.69 *(Amended) as per Ministry's Letter No.F. 24, 42/63 T. 6 Vol. II dt. 26.2.76

(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 services calculated according to the provisions hereinafter contained.

(e) "Leave" includes earned leave, half-pay leave, commuted leave, leave not due and extra-ordinary 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.

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 on 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.

6. COMBINATION OF LEAVE

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 perioid of absence as may be prescribed in such cases

7. GRANT OF LEAVE BEYOND THE DATE OF RETIREMENT AND IN THE EVENT OF RESIGNATION

(1) No leave shall be granted beyond the date on which a member of the staff must compulsorily retire

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.

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 :-

(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;

(ii) After the expiry of the period of extension

(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

(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;

(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.

Note:- For the purpose of this paragraph, a member of the staff may be deemed to have been denied leave only if a sufficient time before the date on which he must compulsorily retire or the date on 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.

(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.

8. CONVERSION OF ONE KIND OF LEAVE INTO ANOTHER KIND

As amended vide Ministry's Letter No. F. 25-1/64-T.6 dt. 14.5.69 Effective from 9.5.69

(1) At the request of a member of the staff the sanctioning authority may convert any kind of leave including extra-ordinary leave, retrospectively into leave of a different kind which may be admissible as on the day on which the member of staff proceeded on leave, but the member of the staff cannot claim such conversion as a matter of right.

(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.

9. REJOINING OF DUTY ON RETURN FROM LEAVE ON MEDICAL GROUNDS

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.

10. REJOINING OF DUTY BEFORE THE EXPIRY OF LEAVE

Except with the permission of the authority which granted the leave, no member of the staff on leave may return to duty before the expiry of the period of the leave granted to him.

11. GENERAL

(1) Leave should always be applied for and sanctioned before it is taken, except in cases of emergency and for satisfactory reasons.

(2) Continuous temporary service followed by permanent service without any break shall be included in permanent service for the purpose of computation of leave.

12. KINDS OF LEAVE

The following kinds of leave shall be admissible to members of the staff :-

(a) Casual Leave,

(b) Special Casual Leave,

*As amended vide Ministry's Letter No. F. 25-1/64-T.6 dt. 14.5.69 (effective from 9.5.69)

(c) Special Leave,

(d) Half-pay Leave,

(e) Commuted Leave,

(f) Earned Leave,

(g) Extra-ordinary Leave,

*(Amended) as per Ministry's Letter No. F. 24-42/63 T. 6 (Vol. II) dt. 26.2.76

(h) Maternity Leave,

(i) Hospital Leave,

*(j) Quarantine Leave,

*(k) Leave not due

+(l) Sabbatical Leave.

13. CASUAL LEAVE

(1) Casual leave is not earned by duty. 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 the exigencies of service and 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.

(3) Casual leave cannot be combined with any other kind of leave.

As amended vide Ministry's Letter No. F. 24-39/65T.6 dt. 14.1.69 (effective from 9.1.69)

14. SPECIAL CASUAL LEAVE

(1) Special casual leave, not counting towards ordinary casual leave, may be granted to a member of the staff when he is :-

(i) Summoned to serve as a juror or Assessor 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 a issue.

(ii) deputed to attend a reference library of other Institutes or conference and scientific gatherings of learned and professional societies in the interest of the Institute,

(iii) required to be absent for any other purposes approved by the Board of Governors.

(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 necessay. The condition under which such leave will be granted will, if necessary, be laid down by the Board.

15. SPECIAL LEAVE

Member of the staff deputed for practical training in or out of India shall be entitled to special leave as may be determined by the Board in each case.

*Amended as per Ministry's Letter No. F. 24.42/63 T. 6 (Vol. II) (dt. 26.2.76)

*Provided that Sabbatical leave shall be admissible to a member of the academic staff -

(i) After the completion of six year's continuous service, or more, with the Institute,

(ii) where he avails of special leave, aftert 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.

16. HALF - PAY LEAVE

(1) The half-pay leave admissible to a member of the staff in respect of each completed year of service shall be 20 days.

(2) Half-pay leave may be granted to a member of 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.

Provided that in case of a temporary member of staff no half-pay leave will be granted unless the authority competent to sanction 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.

17. COMMUTED LEAVE

Para 17 (1) (a) & (b) as Amended vide Ministry's letter No. F.11-5/78-T6 dt. 23.2.79 & 22.3.79 (Effective from 1.1.1977)

(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 :-

(a) When commuted leave is granted, twice the amount of such leave shall be debited against the half-pay leave due.

(b) The total duration of earned leave and commuted leave taken 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.

Para 17 (2) added as per Ministry's letter No. F.11-6/76-T6 dt. 16.7.78 (effective from 11.4.1975)

(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 course which is certified to be in

public interest by the leave sanctioning authority.

18. EARNED LEAVE

Earned leave admissible to member of the vacation staff.

(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:-

Duration of duty during vacation	:	Eligibility to earned leave on full pay
Entire vacation	:	30 days
Part of vacation	:	30 x No. of days vacation not availed of / No. of days of the entire vacation

Earned leave admissible to members of the non-vacation staff.

(3) The earned leave admissible to a member of the staff, other than vacation staff, shall be 30 days in a calendar year.

(4) The leave account of every employee shall be credited with earned leave in advance in two instalments of 15 days each on the first January and first July every year.

(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.

Limits of accumulation and grant (applicable to all members of the staff).

(6) A member of the staff shall cease to earn such leave when the earned leave amounts to 180 days.

(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.

19. EXTRA-ORDINARY LEAVE

(1) Extra-ordinary leave shall 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 applies in writing for the grant of extra-ordinary leave.

As amended vide Ministry's letter No. F.25-1/64/-T6 dt. 14.5.1969 (effective from 9.5.1969)

(2) The period of extra-ordinary 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 extra-ordinary leave taken was for prosecuting higher studies or not, the decision of the Chairman shall be final.

(3) (a) Except in the case of permanent employee, the duration of extra-ordinary leave on any occasion shall not exceed the following limits:-

(i) Three months

(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 request for such leave is supported by a medical certificate.

(iii) Eighteen months where the employee is suffering from tuberculosis or leprosy and undergoing treatment in a recognised clinic or under a specialist.

(b) Where an employee other than a permanent employee, fails to resume duty on expiry of the maximum amount of extra-ordinary leave granted to him, or where such an employee who was granted a lesser amount of extra-ordinary leave than the maximum amount admissible to him, remains absent from duty for any period which, together with the period of extra-ordinary leave granted to him exceeds the limit upto which he could have been granted extra-ordinary leave under sub-rule (a), 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.

(4) The authority empowered to grant leave may commute

retrospectively period of absence without leave into extra-ordinary leave.

Note :- The power of commuting retrospectively periods of absence without leave in to extra-ordinary leave is absolute and not subject to the conditions mentioned in (1) above.

20. MATERNITY LEAVE

Amended as per Ministry's Letter No. F.11-1/80.T.6 dt. 3.11.1980 (effective from 1.11.1980)

(1) "(a) Maternity leave may be granted to a woman member of the staff member on full pay for a period upto 90 days from the date of its commencement.

(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".

(2) Maternity leave shall not be debited to the leave account.

(3) Maternity leave may be combined with leave of any 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.

21. HOSPITAL LEAVE

As amended vide Ministry's Letter No. F.25-1/64-T.6 Dt. 14.5.1969 (effective from 9.5.69)

(i) 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. This concession will be available to such members of the staff, the nature of whose duties expose them to such illness or injury and whose appointing authority is the Director.

(ii) Hospital leave may be granted on leave salary, either average or half average as the authority granting it may consider necessary.

(iii) Member 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.

21-A QUARANTINE LEAVE

(1) Quarantine leave is granted when a member of staff is precluded under orders of the competent medical authority from attending office

As amended vide Ministry's Letter No. F.25-1/64-T.6 Dt. 14.5.1969 (effective from 9.5.69)

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 twentyone 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.

(3) Cholera, Small-pox, Plague, Diphtheria, typhus fever and Cerebrospinal Meningitis can be treated as infectious diseases 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.

IndiaCode

21-B LEAVE NOT DUE

As inserted vide Ministry's Letter No. F.25-1/64-T.6 Dt. 14.5.1969 (effective from 9.5.69)

(1) Save as in the case of leave preparatory to retirement, leave not due may be granted to 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.

(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 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.

(3) Leave not due is admissible when no other kind of leave is due and admissible.

(4) A member of staff while on leave not due is entitled to the same leave salary as during half-pay leave.

21-C SABBATICAL LEAVE

Amended as per Ministry's letter No. F.24-42/63-T.6 (Vol.II) dt. 26.2.1976.

(1) Sabbatical leave may be granted for one or more of the following objects, namely :-

(a) To conduct reasearch or advanced studies in India or abroad.

(b) To write text books, standard works and other literature;

(c) To visit or work in Industrial concerns and technical departments

of Government to gain practical experience in the respective fields;

(d) To visit or work in a University, Industry or Government research laboratories in India and abroad, and

(e) Any other purposes for the academic development of the staff member, as approved by the Board of Governors.

(2) The grant of sabbatical leave shall be subject to the following conditions, namely:-

(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.

(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 allowances or any extra allowances in India or abroad;

(c) No substitute shall be appointed in the vacancy and his work shall be shared by the other members of the faculty;

(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 felowship or bursary or any other adhoc honorarium other than his regular employment; and

(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.

22. VACATION AND LEAVE SALARY

1. An employee of the Institute entitled to vacation shall be eligible for pay and allowances at full rates during the period of vacation.

As amended vide Ministry's Letter No. F. 11.8/68-T.6 dt. 18.1.1969 (Effective from 15.1.1969)

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.

(b) A member of the staff proceeds on earned leave shall be entitled to leave salary equal to the pay drawn immediately before proceeding on leave".

Para 22(2)(b) Amended as per Ministry's letter No. F-11-5/78-T-6 dt. 23.2.79, and 22.3.79 (Effective from 1.3.1976)

3. A member of the staff on half-pay leave is entitled to leave salary equal to the half the 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.

4. A member of the staff on commuted leave is entitled to a leave salary equal to twice the amount admissible under sub rule(3).

23. INCREMENT DURING LEAVE

As amended vide Ministry's Letter No. F. 11.8/68-T.6 dt. 18.1.69 (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 date of expiry (last day) of the leave as such without prejudice to the normal date of increment.

24. LIMIT OF TOTAL ABSENCE

A member of the staff ceases to be in the service of the Institute if he is continously absent from duty for five years whether with or without leave, unless such absence is absence on foreign service in India.

25. CASH EQUIVALENT OF LEAVE SALARY IN CERTAIN CASES

As amended vide Ministry's Letter No. F. 11.6/77-T.6 dt. 16.7.1978 (Effective from 1.1.1977)

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 of 180 days.

26. CASH PAYMENT IN LIEU OF UNUTILISED EARNED LEAVE ON THE DATE OF RETIREMENT

As per Ministry's Letter No. F. 11.5/78-T.6 dt. 23.2.1979 and 22-3/79-T.6 (Effective from 30.9.77)

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'

(See Statute16A)

CONTRIBUTORY PROVIDENT FUND-CUM-GRATUITY SCHEME OF THE INDIAN INSTITUTE OF TECHNOLOGY, BOMBAY

APPLICATION, ETC.

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

(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.

(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 I that he has read this Schedule and agreed to abide by the provisions contained in it.

DEFINITION

2. In this Schedule, unless the context otherwise requires:-

(i) "Accounts Officer" means the Accounts Officer of the Institute.

(ii) "Audit Officer" means the (Internal) Audit Officer of the Institute;

(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;

(iv) "family" means -

(a) in the case of 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;

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;

(b) in the case of female subsriber, the husband and children of the subscriber, and the widow or widows and children of a deceased son of the subscriber;

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.

Note I. "Children" means legitimate children.

Note II. 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.

(v) "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;

(vi) "Fund" means the New Contributory Provident Fund of the Institute;

(vii) "Leave" means any variety of leave provided for in Schedule "D" as may be applicable to the subscriber;

(viii) "pay" means the amount drawn monthly by an employee of the Institute as -

(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;

(ii) special pay and personal pay and

(iii) any other remuneration which may be specially classed as pay by the board;

(ix) "Subscription" means the amount paid by the subscriber and "Contribution" means the amount contributed by the Institute; and

(x) "Year" means a financial year.

CONSTITUTION AND MANAGEMENT OF THE FUND

3. (1) The Fund, which shall be maintained in rupees, shall be constituted with subscriptions paid by the subscribers and contributions made by the Insitute 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.

(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.

Para 3 (4) Amended as per Ministry's letter No. J.11011/7/ 77.T.6 dt. 20.7.79 (effective from 25.6.79)

(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 Government 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;

NOMINATION

4. (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 or having become payable, has not been paid;

Provided that if, at the time of making the nomination the subsrciber has a family the nomination shall not be in favour of any person or persons other than the member of his family;

Provided further that the nomination made by the subscriber in respect of any other Provident Fund to which he was subscriber 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.

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.

(3) Every nomination shall be such one of the Forms set forth in Appendix II 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.

Provided that the subscriber shall alongwith such notice send a fresh nomination made in accordance with the provisions of this paragraph.

(5) A subscriber may provide in a nomination -

(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 persons as may be specified in the nomination;

Provided 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 or share payable to each of such persons in such a manner as to cover the whole of the amount payable to the nominee.

(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 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;

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.

(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 of which the nomination becomes invalid in pursuance of clause (b) of sub-para (5) of the proviso thereto, the subscriber shall send to the Registrar a notice in writing cancelling the nomination together with a fresh nomination made in accordance with the provision of this paragraph.

(7) Every nominatin 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.

(8) An up-to-date Register shall be maintained by the Institute to record all nominations;

SUBSCRIBERS' ACCOUNTS

5. An account shall be opened in the name of each subscriber in the Form set forth in Appendix III, in which shall be shown -

(i) the subscriber's subscriptions;

(ii) contributions made under paragraph 9 by the Institute to his account;

(iii) interest, as provided by paragraph 10, on subscription;

(iv) interest, as provided by paragraph 10, on contrinutions; and

(v) advance and withdrawals from his account.

CONDITIONS AND RATES OF SUBSCRIPTIONS

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 re-instatement 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 subscriptions permissible for that period.

(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.

Failure to make due and timely intimation shall be deemed to constitute an election to subscribe.

The option of a subsriber intimated under this paragraph shall be final.

(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.

7. (1) The amount of subscription shall be fixed, subject to the following conditions :-

(a) It shall be expressed in whole rupees (50 paise and above counting as the next higher rupee).

(b) It may be any sum, not less than 8-1/3 per cent of the emoluments.

(2) For the purposes of clause (b) of sub-para (1) the emoluments of the subscriber shall be -

the emoluments to which he was entitled on the 31st March of the preceeding year.

(3) The amount of subscription so fixed may be enhanced or reduced only once during the course of a year.

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.

(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.

REALISATION OF SUBSCRIPTIONS

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 advance shall be made from the emoluments themselves.

(2) When emoluments are drawn from any other source the subscriber shall forward his dues monthly to the Institute.

CONTRIBUTION BY THE INSTITUTE

9. (1) The Institute shall, with effect from the 31st March of each year, make a contribution to the account of each subscriber.

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.

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 per cent of the emoluments of the subscriber, drawn on duty during the year or for a period in the year as the case may be.

(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.

(5) The amount of contribution payable shall be rounded to the nearest whole rupee (50 paise and above counting as the next heigher rupee).

INTEREST

10. (1) The Institute shall pay to the credit of the account of subscriber interest at such rate as the Central Government may, from time to time, prescribe in the case of their employees.

(2) Interest shall be credited with effect from 31st March of each year in the following manner:

(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;

(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;

(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.

(iv) the total amount of interest shall be rounded to the nearest rupee in the manner provided in sub-paragraph (5) of paragraph 9:

Provided that when the amount standing at the credit of a subscriber has become payable, interest shall there upon 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 at the credit of the subscriber becomes payable.

(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.

(4) In all cases interest will be paid in respect of balance at the credit of a subscriber upto the close of the month preceding that in which payment is made or upto the end of sixth month after the month in which such amount became payable whichever of these periods be less.

(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.

ADVANCE FROM THE FUND

11. A temporary advance may be granted to a subscriber from the amount standing to his credit in the Fund at discretion of the authority specified in paragraph 12, subject to the following conditions :-

(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 objects and not otherwise;

(i) to pay expenses in connection with prolonged illness or confinement of the applicant or any person actually dependent on him;

(ii) to pay for the overseas passage for reasons of health or education of the applicant or any person actually dependent on him;

(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;

(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;

(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 beyong the high-school stage:

Provided that the duration of the course of study is not less than three years;

(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 defend him in an enquiry in respect of any alleged official misconduct on his part;

(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.

Amended as per Ministry's Letter No. F.11.30.80 T.6 dt. 24.3.82 (effective from 15.3.82)

"(viii) to meet to 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."

NOTE : An advance under sub-clause (vi), 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 repect of legal proceedings in regard to any matter unconnected with his official duties.

(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.

(c) An advance shall not, except for special reasons, be granted until at least twelve months after the final repayment of all previous advances together with interest thereon.

(d) the sanctioning authority shall record in writing the special reasons where advance is sanctioned for such reasons.

(e) An application for temporary advances from the Fund shall be submitted in the Form set forth in Appendix IV.

12. (1) A temporary advance from the Fund to the subscriber other than the Director shall be sanctioned by the Director, who may, at his discretion, delegate this work to the Deputy Director and Registrar.

(2) A temporary advance from the Fund to the Director shall require the sanction of the Chairman.

13. (1) An advance shall be recovered from the subscriber in such number of equal monthly instalments as the sanctioning authority may direct; but such number shall not be less than twelve unless the subscriber, so elects or in any case not more than twenty-four.

A subscriber may, at his option, make repayment in a smaller number of instalments than that prescribed. Each instalment 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.

(2) (a) 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.

(b) 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.

(3) If more than one advance has been made to a subscriber each advance shall be treated separately for the purpose of recovery.

(4) After the principal of the advance has been fully repaid, interest shall be paid thereon at the rate of one-fifth percent of the principal for each month or broken portion of a month during the period between the drawal and complete repayment of the principal.

(5) (a) Interest shall ordinarily be recovered in one instalment in the month after complete, repayment of the principal; but if the period referred to in sub-paragraph (4) exceeds twenty-months, interest may, if the subscriber so desires be recovered in two equal monthly intalments and the methods of recovery shall be that provided in sub-paragraph (2).

(b) Payment shall be rounded off to the nearest rupee in the manner provided in sub-paragraph (5) of paragraph 9.

(6) Recoveries made under this paragraph shall be credited, as they are made, to the account of the subscriber in the Fund.

"14, 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 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 :-

(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 :-

(a) for education outside India for academic, technical, professional or vocational course beyond the High School stage, and

(b) for any medical, engineering or other technical or specialised course in India beyond the High School stage :

(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;

(iii) for meting the expenses in connection with the illness including where necessary, the travellling expenses of the subscriber and members of his family or any persons actually dependent on him;

(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, form the amount standing to his credit in the Fund for one or more of the following purposes namely :-

(i) for constructing or acquiring a suitable house or a ready built-flat for his residence including the cost of the land;

(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;

(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;

(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 the place of duty;

(vi) for constructing a house on a plot of land purchased under clause (iii).

(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.

NOTE: 1) A subscriber who has availed himself of an advance for house building purpose or has been allowed any assistance in this regard from any other Government source, shall be eligible for the grant of final withdrawal under clauses (d), (e) and (f) for the purposes specified therein and also for the purpose of repayment of any loan taken under the aforesaid scheme, subject to the limit specified in sub-para (1) of para 15.

2) The actual withdrawal from the Fund shall be made only on receipt of an authorisation from the Accounts Officer who shall arrange this as soon as the formal sanction of the sanctioning authority has been issued.

15. (1) Any sum withdrawn by a subscriber at any time for one or more of purposes specified in paragraph 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 upto threefourths of the amount of subscriptions and interest thereon standing 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.

(2) A subscriber who has been permitted to withdraw money from the Fund under paragraph 14 shall satisfy the sanctioning authority within a reasonable period as may be specified by that authority that the money has been utilized 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 paragraph 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 in

such number of monthly instalments, as may be determined by the Institute.

16. A subscriber who has already drawn or may draw in future an advance under paragraph 11 for any of the purposes specified in clauses (a), (b) and (c) of sub-paragraph (1) of paragraph 14 may convert, at his discretion, by written request addressed to the Accounts Officer through the sanctioning authority the balance outstanding against it into a final withdrawal on his satisfying the conditions laid down in paragraphs 14 and 15.

PAYMENTS TOWARDS INSURANCE POLICIES AND FAMILY PENSION FUNDS

17. On written application from a subscriber to the Fund and subject to the conditions contained in paragraph 18 and 25.

(a) (i) subscriptions to a family pension fund;

(ii) payments towards an insurance policy, may be substituted for the whole or part of subscriptions to the Fund;

(b) the amount of subscriptions with interest thereon standing to the credit of a subscriber in the Fund may be withdrawn to meet-

(i) payments towards an insurance policy :

(ii) purchase of a single payment insurance policy :

(iii) payment of a single premium or subscriptions to a family pension fund.

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.

18. (1) An insurance policy effected by the subscriber himself on his own life or on the joint lives 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 assignment in favour of the Institute.

(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.

(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 accroding 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.

(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.

(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.

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 to the extent of recoveries actually made from the monthly salary bills, the Institute shall not make any payment on behalf of subscribers to Insurance Companies, nor take steps to keep a policy alive.

(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 (a) of Paragraph 17 may reduce his subscription to the Fund within its limit :

Provided that except in the cases of subscriptions or premiums mentioned in sub-paragraph (1) 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 by which the subscriptions to the Fund has been reduced was duly applied for the purposes specified in clause (a) of paragraph 17.

(3) A subscriber who desires to withdraw any amount under clause (b) of paragraph 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.

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 paragraph 17.

(4) Any amount withdrawn under clause (a) or (b) or paragraph 17 shall be paid in whole rupees rounded off to the nearest rupee in the manner provided in sub-para (5) of paragraph 9.

20. (1) If the total amount of any subscriptions or If payments substitute under clause (a) of paragraph 17 is less than the amount of minimum subscription payable to the Fund under paragraph 7, the difference should be rounded off to the nearest rupee in the manner provided in sub-paragraph (5) of paragraph 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 paragraph 17 he shall continue to pay to the Fund the subscription payable under paragraph 7.

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.

22. The subscriber shall not during the currency of the Policy draw any bonus the drawal of which during such currrency 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 Funds by the subscriber or in default recovered by reduction from his emoluments by instalments or otherwise as the Board may direct.

23. (1) Save as provided in sub-paragraph (2) of 25 when the subscriber:

(a) quits the service, or

(b) has proceeded on leave preparatory to retirement and applies to the Institute for re-assignment or return of the Policy, or

(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 re-assignment or return of policy, or

(d) pays or repays to the Fund the whole or any amount withheld or withdrawn from the Fund for any of the purposes mentioned in sub-clause (ii) of clause (a) of paragraph 17 and sub-clauses (i) and (ii) of clause (b) of paragraph 17 with interest thereon at the rate provided in paragraph 10.

The Registrar shall, if the policy has been assigned in favour on the Institute under paragraph 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 case may be, and make it over to the subscriber, together with a signed notice of the re-assignment addressed to the Insurance Company.

(2) Save as provided by sub-paragraph (2) of paragraph 25, when the subscriber dies before quitting the service, the Registrar shall re-assign the policy in the second Form set forth in Appendix VI 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 re-assignment addressed to the Insurance Company.

24. If a policy assigned in favour of the Institute under paragraph 18 matures before the subscriber quits the service, or if a policy on the joint lives of a subscriber and his wife, assigned under the said paragraph falls due for payment by reason of the wife's death, the full amount of the policy shall, on realisation, be credited to the Fund of the subscriber.

25. (1) If the interest of the subscriber in the family pension fund ceases in whole or part for any cause whatsoever, the provident fund account of the subscriber shall forthwith be re-imbursed by the amount of the refund, if any, secured by the subscriber from the family pension fund which amount shall, in default of re-imbursement, be deducted from the subscriber's emoluments by instalments or otherwise, as the Board may direct.

(2) If the Institute receives notice of -

(a) an assignment (other than an assignment in favour of the Institute under paragraph 18) or

(b) a charge of encumbrance on, or

(c) an order of a Court restraining dealing with the policy or any amount realised thereon, the Registrar shall not -

(i) re-assign or make over the policy as provided in paragraph 23;

(ii) realise the amount assured by the policy, as provided in paragraph 24, but shall forthwith refer the matter to the Board.

26. Notwithstanding anything contained in this Schedule, if the sanctioning authority is satisfied that money withhold or withdrawn from the Fund under clause (a) or clause (b) of paragraph 17 has been untilised 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 paragraph 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 instalments of moieties of his emoluments till the entire amount recoverable is paid by him.

NOTE : The term 'emoluments' as used in this paragraph does not include subsistance grant.

27. RESTRICTION OF THE PROVISIONS RELATING TO FINANCING OF POLICIES

The provisions contained in paragraphs 17 to 26 shall apply only to subscribers who 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 prior to the 6th November 1962: 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.

28. CIRCUMSTANCES IN WHICH ACCUMULATIONS ARE PAYABLE

When a subscriber quits the service, the amount standing to his credit in the Fund shall, subject to any deduction under paragraph 31, become payable to him:

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 paragraph 10 in the manner provided in the proviso to paragraph 29. The amount so repaid shall be credited to his account in the Fund the part which represents his subscription and interest thereon, and the part which represents the Institute contribution with interest thereon being accounted for in the manner provided in paragraph 5.

29. When a Subscriber -

(a) has proceeded on leave preparatory to retirement or if he is employed in vacation department, on leave preparatory to retirement, combined with vacation, or

(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 to the Director, become payable to the subscriber:

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 paragraph 10, in cash or securities, or partly in cash and partly in securities, by instalments or otherwise, as the Institute may direct.

30. Subject to any deduction under paragraph 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.

(1) When the subscriber leaves family -

(a) If a nomination made by the subscriber in accordance with the provisions of paragraph 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 payble to his nominee or nominees in the proportion specified in the nomination;

(b) If no such nomination in favour of a member or members

of the family of the subscriber subsist, or if such nomination relates only to 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 purported 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;

Provided that no share shall be payable to -

(1) Sons who have attained majority;

(2) Sons of a deceased son who have attained majority;

(3) Married daughters whose husbands are alive;

(4) Married daughters of a deceased son whose husbands are alive if there is any member of the family other than those specified in clauses (1), (2), (3) and (4);

Provided also that the widow or widows and the 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 from the provisions of clause (1) of the first proviso;

NOTE (i) Any sum payable under this paragraph to a member of the family of a subscriber vests in such member under sub-section (2) of section 3 of the Provident Funds Act, 1925.

(ii) When the subscriber leaves no family if nomination made by him in accordance with the provisions of paragraph 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 nominee or nominees in the proportion specified in the nomination.

NOTE II. 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.

(2) When the subscriber leaves no family and no nomination made by him in accordance with the provisions of paragraph 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 (b) and of sub-clause (ii) of

Para 30A, inserted as per Ministry's Letter No. F.16.24/78-(T.6 dt. 1.3.79)

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.

30A. DEPOSIT LINKED INSURANCE SCHEME

On the death of a subscriber, the persons 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 average amount of subscription and interest thereon at the credit in the account during the three years, immediately preceding the death of such subscriber, subject to the condition that -

(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 -

(i) Rs. 4,000/- 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. 1,300/- or more;

(ii) Rs. 2,500/- in the case of a subsciber 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. 900/- or more but less than Rs. 1,300/-;

(iii) Rs. 1,500/- 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/-;

(iv) Rs. 1,000/- 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 less than Rs. 291/-.

(b) the additional amount payable under this rule shall not exceed Rs. 10,000/-;

(c) the subscriber has put in at least 5 years service at the time of his death.

Intacct

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 the purpose, as also for checking the minimum balance prescribed above-

(a) the balance at the end of March shall include the annual interest on subscription credited in terms of paragraph 10; and

(b) if the last of the aforesaid 36 months is not March, the balance at the end of the 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.

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).

Note 3: Any sum payble under this scheme is in the nature of insurance money and, therefore, the statutory protection given by section 3 of the Provident Fund Act, 1925 (Act 19 of 1925) does not apply to sums payable under this scheme.

Note 4: This scheme also applies to those subscribers to the Fund who are transferred to an autonomous orgranisation consequent upon conversion of a Governement Department into such a body and who, on such transfer, opt, in terms 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 16 (2)/Statute 16A (i), but dies before completion of three years service or, as the case may be, five years service from the date of his admission to the Fund, that period of his service under the previous employer in respect where of 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 (c),

Para 30A, inserted as per Ministry's Letter No. F.16.24/78-(T.6 dt. 1.3.79)

(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 purpose of this rule.

(c) This scheme does not apply to persons appointed on contract basis.

Note 6: The budget estimates of expenditure in respect of this scheme will be prepared by the Accounts Officer responsible for maintenance of the account of the Fund having regard to the trend of expenditure, in the same manner as estimates are prepared for other retirement benefits.

DEDUCTIONS

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 paragraph 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 therefrom and payment to the Institute of-

Amended as per Ministry's Letter No. F.11.3/78-T.6 dt. 7.6.1980 (effective from 3.6.1980)

(a) any amount, if a subscriber has been dismissed from the service for grave misconduct;

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.

(b) any amount, if a subscriber resigns his employment with the Institute within five years of the commencement thereof or ceases to be an employee of the Institute, otherwise than by reasons of superannuation on a delcaration made by competent medical authority that he is unfit for further service.

Provided tht in the case of an employee on contract the Institute's contribution towards the provident fund and other benefits shall be payable.

(i) in full, if the full period of the contract is served,

(ii) in proportion if the contract is terminated earlier provided the termination of the contract is in accordance with the terms provided in it.

(c) any amount due under a liability incurred by the subscriber to the Institute.

32. (1)

(a) When the amount standing to the credit of a subscriber in the Fund or the balance thereof after any deduction under paragraph 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 paragraph that no deduction is to be made, to make the payment as provided in section 4 of the Provident Funds Act, 1925.

(b) 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.

(2) If the person to whom, under this Schedule, any amount or policy is to be paid, assigned, reassigned or delivered as a lunatic for whose estate manager has been appointed in the behalf, the payment or re-assignment or delivery will be made to such manger 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 paragraph shall send a written application in that behalf to the Director. Payments 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 paragraph 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.

PROCEDURE

33. Accumulations in the Fund of which payment has not been taken within six months after they become payable under the 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. (1) As soon as possible after 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 paragraph 4;

(b) has acquired a family (in cases where the subscriber has made no nomination in favour of a member of his family) under the provision of sub-paragraph (1) of paragraph 4.

(2) Subscribers should satisfy themselves as to the corretness 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,

(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.

GRATUITY

36. (a) Gratuity shall be granted for good, efficient and faithful service to whole time employees of the Institute and shall exclude the following:-

(i) casual and non-regular employees;

(ii) employees on deputation;

(iii) employees on contract basis;

(iv) apprentices and trainees; and

(v) re-employed persons

(b) It shall be granted in the following circumstances:

(i) Discharge on abolition of post;

(ii) permanent incapacity due to bodily or mental infirmity;

(iii) superannuation at the age of 60 years as provided in the statute 15 (2) 13 (2), and;

(iv) retirement after 30 years qualifying service:

*As amended as per Ministry's letter No. F.11-6/76 T.6 dt. 16.7.1978

Provided that -

(i) Gratuity shall not be admissible to an employee who resigns from service (voluntary retirement after 30 years, qualifying service shall not constitute resignation) or whose services are terminated for misconduct, insolvency or inefficiency;

(ii) Except in the case of death gratuity will be admissible only after 5 year's qualifying service.

(c) Qualifying services shall mean all service rendered in the Institute after completion of 18 years of age except periods of service rendered as Apprentice and extra-ordinary leave without leave salary.

(d) (i) Gratuity shall be equal to one fourth of the emoluments for each completed six monthly period of service subject to a maximum of *16 1/2 times the emoluments or *Rs. 30,000/- whichever be less.

(ii) In the case of death, the amount of gratuity shall be calculated under (i) or as worked out below, whichever be more :-

(a)	During the first year of service	2 months' emoluments	Reduced by the amount of Institutes contribution together with interest thereon standing to the credit in the (Contributory) Provident Fund Account of the employees
(b)	After one year but before 5 years of service	6 months' emoluments	
(c)	After Comp-letion of 5 years of service	12 months emoluments	

EXPLANATION

For the purpose of this paragraph, 'emoluments' means pay including dearness pay, if any, leave salary, of subsistence grant and includes any remuneration of the nature of pay (including dearness pay, if any) received in respect of the foreign service, immediately before his retirement or relinquishment of service, subject to a maximum of Rs. 2,500/- per month.

37. (1) Every employee shall make a nomination in the form at Appendix VIII conferring on one or more persons of his family the right to receive the gratuity in the event of his death while in service or after quiting service but before payment of gratuity is made indicating the shares payable to each member. In the case of an employee having no family, nomination may be made in favour of a person, or persons or a body of person corporate or incorporate.

(2) In the event of there being no nomination, the gratuity on death may be paid in the manner indicated below:

(a) If there are one or more surviving members of the family as in (i) to (iv) below, it may be paid to all such members other than any such member who is widowed daughter, in equal shares.

(b) If there are no such surviving members of the family, but there are one or more surviving widowed daughters and/or more surviving members of the family as in (v) to (ix) below, the gratuity may be paid to all such members, in equal shares.

EXPLANATION :

Amended vide Ministry's letter No. F.11-4/80 T.6 dated 18.8.82 (effective from 29.5.1982)

For the purpose of this paragraph, 'Family' shall include following :

(i) Wife in the case of a male employee;

(ii) Husband in the case of a female employee;

(iii) Sons including step children and adopted children;

(iv) Un-married and widowed daughters;

(v) Brothers below the age 18 years and unmarried and widowed sisters; (including step brother and step sisters)

(vi) Father;

(vii) Mother;

(viii) Married daughters; and

(ix) Children of a pre-deceased son.

38. When the Board is satisfied that the operation of any of these provisions causes or is likely to cause undue hardship to an employee, it may notwithstanding anything contained in these provisions, deal with the cases of such employees in such manner as may appear to it to be just and equitable.

APPENDIX-I

FORM-I

APPLICATION FOR OPTION

(Statute 16 A(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 18A/ 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 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.

Signature _____

(Thumb impression, if illiterate)

Designation _____

Date of election _____

Witness :

(1) _____

(2) _____

APPENDIX-I

FORM-II

DECLARATION

See Para 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 _____ 19 .

_____

Signature of subscriber

Two witnesses to the Signature

(1) _____

(2) _____

IndiaCode

APPENDIX II

See Para 4 (3)

FORM OF NOMINATION

I. When the subscriber has 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 fumd. 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	Names address and relationship of the person, if any to whom the right of the nominee shall pass in the event of his pre deceasing the subscriber

Dated this _____ day of _____ 19

at _____

Two witnesses to signature

Signature of subscriber

1. _____ 2. _____

IndiaCode

II. 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 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	*Amount of share of accumulations to be paid to each	Contigencies on the happening of which the nomination shall become invalid	Name, address and relationship of the person, if any to whom the right of the nominee shall pass in the event of his predeceasing the subscriber

IndiaCode

Date this _____ day of _____ 19

at _____

Signature of Subscriber

Two witnessess to signature

1. _____ 2. _____

* 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.

II. 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	Contigencies on the happening of which the nomination shall become invalid	Name, address and relationship of the person, if any to whom the right of the nomination shall pass in the event of his predeceasing the subscriber

IndiaCode

Date this _____ day of _____ 19

at _____ Signature of Subscriber

Two witnessess to signature

1. _____ 2. _____

* 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.

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 persons 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	*Amount of share of accumulations to be paid to each	Contigencies on the happening of which the nomination shall become invalid	Name, address and relationship of the person, if any to whom the right of the nominee shall pass in the event of his predeceasing the subscriber

IndiaCode

Date this _____ day of _____ 19

at _____ Signature of Subscriber

Two witnessess to signature

1. _____ 2. _____

* 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 nomination he shall specify in this column that the nomination shall become invalid in the event of his subsequently acquiring a family.

Account No. _____
Date of receipt of _____

INDIAN INSTITUTE OF TECHNOLOGY, _____
Contributory Provident Fund Ledger
(See para 5)

APPENDIX III

Nomination _____ Name : _____ Designation _____ Joined on _____

	YEAR : 19 -19								YEAR : 19 - 19							
	SUBSCRIPTIONS					INSTITUTE'S CONT.			SUBSCRIPTIONS					INSTITUTE'S CONT.		
Months	Emoluments	Subscriptions	Refund of withdrawls	Total	Withdrawals	Monthly balance on which interest is calculated	*** Please see below	Withdrawals	Remarks	Emoluments	Subscriptions	Refund of Withdrawals	Total	Withdrawals	Monthly balance on which interest is calculated	*** Please see below	Withdrawals	Remarks
April																		
May																		
June																		
July																		
August																		
Sepetember																		
October																		
Novemeber																		
December																		
January																		
February																		
March																		
Journal Entries																		
TOTAL																		

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

Balance from 19 -19 .....
Deposits and refunds as above .....
Interest for 19 - 19 .....
TOTAL .....
Deduct withdrawals as above .....
Balance as on March 31, 19 .....
Calculated by :
Checked by :

Institute's cont. on .....
Rs. ..... @ 81/3% .....
Balance from 19 - 19 .....
Interest for 19 - 19 .....
TOTAL .....
Deduct withdrawals as above .....
Balance as on March 31, 19 .....

Balance from 19 - 19 .....
Deposits and refunds as above .....
Interest for 19 - 19 .....
TOTAL .....
Deduct withdrawals as above .....
Balance as on March 31, 19 .....
Calculated by :
Checked by :

Institute's cont. on .....
Rs. ..... @ 81/3% .....
Balance from 19 - 19 .....
Interest for 19 - 19 .....
TOTAL .....
Deduct withdrawals as above .....
Balance as on March 31, 19 .....

IndiaCode

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 of 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. 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.

Signature of the applicant

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

Signature _____

Designation : Accounts Officer

IndiaCode

APPENDIX IV Contd.

(Remarks of the recommending authority)

No. _____ Dated 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. _____ Dated the, _____

Sanction of the _____ is conveyed to the grant of an advance of Rs. _____ to be recovered in _____ monthly instalment 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 recommendation, to the Director for sanction or submit 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.

APPENDIX - V

(See para 18)

Form 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 _____ 19

Station _____

Signature of Subscriber

One witness to Signature

indiacode

APPENDIX V - Contd.

(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 subscription 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 _____ 19 .

Station _____

Signature of subscriber and the Joint Assured.

One witness to Signature

Note : - The assignment may be executed on the policy itself either in the subscriber's handwriting or typewritten or alternatively a typed or printed slip containing the assignment may be pasted on the blank paper 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 four margins.

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 _____ 19 .

Station _____

Signature of the Assignee and
the Subscriber

One witness to signature

(4)

Form of assignment to be used in cases 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 _____ 19 .

Signature of Subscriber

One witness to Signature

IndiaCode

APPENDIX VI

(See Para 23)

Forms of Re-assignment and Assignment by the Indian Institute of Technology.

All sums which have become payable by the above-named _____ under the provisions governing the Contibutory 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 re-assign the within policy of assurance to the said _____

Dated this _____ day of _____ 19 .

Executed by _____

Registrar of the Institute for and on bahalf of the Indian Institute of Technology, _____.

IndiaCode

Signature of the Registrar

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

(2)

The above named _____ having died on the DAY OF _____ 20 , the Indian Institute of Technology, _____ doth hereby assign the within policy of assurance to _____*.

Dated this _____ day of _____ 20 .

Executed by _____

Registrar of the Institute for and on behalf of the Indian Institute of Technology, _____.

IndiaCode

(Signature of the Registrar)

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

---

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

APPENDIX VI Contd.

(3)

Forms of re-assignment by the Indian Institute of Technology, _____.

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

Dated this _____ day of _____ 19 .

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)

IndiaCode

APPENDIX-VII

(See para 35)

Subscriber's statement of Account for the year ending 31-3-19

Name of the subscriber _____

Account Number : _____

Particulars	Opening balance	Deposits	Interest	Total	Withdrawals	Closing balance
Subscriptions and refund of withdrawals						
Institute contributions						
Total						

Note : i) The subscriber should satisfy himself as to the correctness of the statement and 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 cases where the subscriber has made no nomination in favour 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 of the Annual statement of my Contributory Provident Fund Account for the year 19 and/but do not accept the balance shown therein as correct for the reason given overleaf.

Reasons 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 Para 37)

Nomination for Death-cum-Retirement Gratuity

When the employee 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 & address of the nominee	Relationship with the employee	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 conferred on the nominee shall pass in the event of the nominee predeceasing the employee or the nominee dying after the death of the employee but before receiving payment of the gratuity.	Amount or shares of gratuity payable to each

This nomination supercedes 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 _____ 19 _____ at_____-_____

Two witnesses to Signature

(1) _____

(2) _____

Signature of Employee

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.

Nominated by _____

Designation _____

Department _____

IndiaCode

FORM II

(See Para 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 are members 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 specfied below any gratuity which having become admissible to me on retirement may remain unpaid at my death :-

Name & address of the 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 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 employee or the nominee dying after the death of the employee but before receiving payment of the gratuity.	Amount or shares of gratuity payable to each

IndiaCode

This nomination supercedes the nomination made by me earlier on _____ which stands cancelled

Dated this _____ day of _____ 19 _____ at_____

Two witnesses to Signature

(1) _____

(2) _____

Signature of the Employee

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

Nominated by _____

Designation _____

Department _____

Signature of the Registrar _____

Date _____

IndiaCode

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 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 & address of the nominee	Relationship with the employee	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 conferred on the nominee shall pass in the event of the nominee predeceasing the employee or the nominee dying after the death of the employee but before receiving payment of the gratuity.	Amount or shares of gratuity payable to each

IndiaCode

This nomination supercedes the nomination made by me earlier on _____ which stands cancelled

Dated this _____ day of _____ 19 _____ at_____

Two witnesses to Signature

(1) _____

(2) _____

Signature of the Employee

Date _____

Nominated by _____

Designation _____

Department _____

IndiaCode

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 & address of the 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 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 employee or the nominee dying after the death of the employee but before receiving payment of the gratuity.	Amount or shares of gratuity payable to each

IndiaCode

This nomination supercedes 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 _____ 19 _____ at_____-_____

Two witnesses to Signature

(1) _____

(2) _____

Signature of the Employee

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.

Nominated by _____

Designation _____

Department _____

Signature of the Registrar

Date _____

IndiaCode

SCHEDULE 'F'

(See Statute 16B)

GENERAL PROVIDENT FUND-CUM-PENSION-CUM-GRATUITY SCHEME OF THE INDIAN INSTITUTE OF TECHNOLOGY, BOMBAY.

APPLICATION

1. The provisions contained in this Schedule shall apply to the employees specified in clause (1) of Statute 18B/16B.

TRANSFER OF ACCUMULATION IN CONTRIBUTORY OR NON-CONTRIBUTORY PROVIDENT FUND

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 of an autonomous organisation 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.

DECLARATION

3. Every employee of the Institute entitled to the benefits of the fund shall be requried to sign a written declaration in the form set forth in Appendix I that he has read this Schedule and agreed to abide by the provisions contained in it.

DEFINITIONS

4. In this Schedule, unless the context otherwise requires :-

   (i) "accident" means -

      (a) a sudden and unavoidable mishap; or

      (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);

(v) 'average emoluments' means the average emoluments calculated upon the last *10 months of service;

As amended as per Ministry's letter No. F.11-3/76 T.6 dt. 23.11.1976

(vi) 'Board' means the Board of Governors of the Institute;

(vii) 'Director' means the Director of the Institute;

(viii) 'disease' means - (i) disease solely and directly attrinbutable to an accident; or

(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

(iii) venereal disease or septicaemia where such disease or septicaemia is contracted by a medical officer as a result of attendance in the course of his official duty on an infected patient or conducting a postmortem examination in the course of that duty;

(ix) '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;

(x) 'employee' means an employee of the Institute;

(xi) 'Family' means - (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;

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 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 female subscriber, the husband and children of the subscriber, and the widow or widows and children of a deceased son of the subscriber:

Provided that if a subscriber by notice in writing 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 these rules relate, unless the subscriber subsequently cancels such notice in writing.

Note : 'Child' means a legitimate child and includes an adopted child where adoption is recognised by the personal law governing the subscriber.

(xii) "Forms" means a form appended to these provisions;

(xiii) "Funds" means the General Provident Fund of the Institute;

(xiv) "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;

Note : Examples of injuries of certain categories are given in Appendix V.

(xv) "Institute" means the Indian Institute of Technology;

(xvi) "Leave" means a variety of leave recognised by the Institute framed in schedule D under Statute 19/17;

Para 4 (xvii) amended as per Ministry's letter No. F.11-6/76 T.6 dt. 14.8.78

(xvii)"pay" means the amount drawn monthly by an employee as 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 pay, if any ;

(xviii)"personal pay" means additional pay granted to an employee -

(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 disciplinary measure; or

(b) in exceptional circumstances on other personal consideration;

(xix) "qualifying service" means service rendered by 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 State/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 contigencies"-

* Inserted vide Ministry's Letter No. F.11-6/82 - T.6 dt. 23.6.82 & 31.1.84.

EXPLANATION 1

All periods of leave with allowances shall count as qualifying service-

Note : Nothing in this clause shall affect other periods relating to the accounting of special kinds of leave or pension.

(a) Any period of special disability leave or study leave availed of by an employee shall count as qualifying service.

(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.

(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 extraordinary leave shall be excluded.

EXPLANATION II

The following periods in the service of an employee shall not count as qualifying service:-

(i) Time passed under suspension pending enquiry into his conduct, if the suspension is not immediately followed by re-instatement.

(ii) Extra-ordinary leave without leave salary and allowance;

(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 Government service is not less than 10 years.

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

(xxi) "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 or vice versa, becomes a victim of any such riot or civil commotion.

(xxii) "Special pay" means an addition of the nature of pay to emoluments 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 consequnce of, the performance of any particular duty which has the effect of materially increasing his liability to such injury beyond the normal risk of his office.

(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 venerel or septicaemia patient or conducting a post-mortem examination in pursuance of that duty.

(xiv) "Violence" means the act of a person who inflicts an injury on an employee -

(i) by assaulting or resisting him in the discharge of his duties, or in order to deter or present him from performing his duties; or

(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

(iii) because of his official position

(xxv) "Year" means a financial year.

GENERAL PROVIDENT FUND

5. NOMINATIONS

(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:

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:

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.

(2) If a subscriber nominates more than one person under sub-paragraph (1), he shall specify in the nomination the amount of 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.

(3) Every nomination shall be in such one of the Forms as is appropriate in the circumstances.

(4) (i) A subscriber may at any time cancel a nomination by sending a notice in writing to the Registrar. The subscriber shall, alongwith such notice or separately, send a fresh nomination made in accordance with the provisions of this paragraph.

(ii) A subscriber may provide in a nomination :

(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 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 of such persons in such a manner as to cover the whole of the amount payable to the nominee;

(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:

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 sub-clause (a) shall become invalid in the event of his subsequently acquiring other member or members of his family.

(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 occurence 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 cancelling the nomination; together with a fresh nomination made in accordance witht he provisions of this paragraph.

(6) (i) 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 Registrar.

(ii) The Institute shall not be bound by nor shall recognise any assignment or encumbrance executed or attempted to be created which effects the disposal of the amount standing to the credit of a subscriber who dies before the amount becomes payable.

6. SUBSCRIBER'S ACCOUNT

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 on subscription.

7. CONDITIONS AND RATES OF SUBSCRIPTION

(1) Every subscriber shall subscribe monthly to the Fund when on duty in the service of the Institute or on foreign service :

Provided that a subscriber shall not subscribe during the period when he is under suspension and may at his option not subscribe during any period of leave other than leave on average pay or earned leave of less than thirty day's duration, as the case may be :

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.

(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 paragraph shall be final.

8. RATES OF SUBSCRIPTION

(1) The rate of subscription shall be fixed by subscriber himself subject to the following conditions;

(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.

(ii) For the purpose of this clause, the emoluments of a subscriber shall be;

(a) in the case of a subscriber who was in service on 31st March of the preceeding year, the emoluments to which he was entitled on that date, provide as follows :

(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 be the emoluments to which he was entitled on the first day after his return to duty;

(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;

(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;

(b) in the case of a subscriber who was not in service on the 31st of 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 a such subsequent date.

(2) The amount of subscription so fixed may be :

(a) reduced once at any time during the course of the year;

(b) enhanced twice during the course of the year;

(c) reduced and enhanced as aforesaid."

9. INTEREST

(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.

(2) Interest shall be credited with effect from the last day in each year in the following manner :

(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;

(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;

(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;

(iv) The total amount of interest shall be rounded to the nearest rupee (50 P. and above counting as the next higher rupee);

Provided that when the amount standing at the credit of a subscriber has become payable. Interest thereon shall be credited under this subparagraph 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.

(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.

(4) In all cases interest shall be paid in respect of balance at the credit of a subscriber upto the close of the month preceding that in which payment is made or up to the end of the sixth 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.

10. ADVANCES FROM THE FUND

(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;

(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;

(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.

(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.

(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.

(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.

(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.

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 condition of service or penalty imposed on him.

Amended as per Ministry's letter No. F.11-3-80 T.6 dt. 24.3.82 (effective from 15.3.82)

(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.

(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.

(3) An advance shall not exceed the following ceiling limits :

(i)	When sanctioned for any of the objects mentioned in clauses (i) to (vi) of subparagraph (2)	3 month pay of the subscriber

Provided, however, that in no case shall the amount of advance exceed 50 per cent of the amount of the member's subscription and interest thereon standing to the credit of the subscriber in the Fund.

(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 subparagraph (3) herein or until repayment of the last instalment of any previous advance.

(5) The sanctioning authority shall record in writing its reasons for granting the advance.

(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.

(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.

(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 the nearest whole rupee, 50 paise and above counting as the next higher rupee. Recoveries made under this paragraph shall be crdited, as they are made, to the account of the subscriber in the Fund.

(9) Notwithstanding anything contained in these provisions, if the Director is satisfied that money withdrawn as an advance from the fund under sub-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 provided under sub-paragraph (8) be repaid 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. If the total amount to be repaid be more than half the subscriber's emoluments, the recoveries shall be made in monthly instalments of moieties of his emoluments till the entire amount recoverable be repaid.

Note : The term 'emoluments' as used in this paragraph does not include subsistance allowance, if any, granted in cases of suspension of any employee pending an enquiry into his alleged misconduct.

11. WITHDRAWAL FROM THE FUND

"11. 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;

Amended as per Ministry's Letter No. F.11-4-79 T.6 dt. 4.5.82 (effective from 19.3.82)

(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 standing to his credit in the Fund for one or more of the Following purpose, namely :-

(i) for meeting the cost of higher education, including where necessary, the travelling expenses of the subcriber or any child of the subscriber in the following cases, namely :-

(a) for education outside India for academic, technical

professional or vocational course beyond the High School stage; and

(b) for any medical, engineering or other technical or specialised course in India beyond the High School stage;

(ii) for meeting the expenditure in connection with the betrothal/ marriage of the subscriber or its sons or daughters and any other female relation actually dependent on him;

(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;

(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:-

(i) for constructing or acquiring a suitable house or ready built flat for his residence including the cost of the land;

(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;

(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;

(v) for renovating, making additions or alterations or up keep 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 the place of duty;

(vi) for constructing a house on a plot of land purchased under clasue (iii)

(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.

12. FINAL WITHDRAWALS OF ACCUMULATION IN THE FUND

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 re-instated in service, shall if required to do so, repay any amount paid to him from the Fund in pursuance of his sub-paragraph with interest thereon at the rate provided in these provisions in the manner provided. The amount so repaid shall be credited to his account in the Fund.

Explanation : A subscriber who is granted refused leave shall be deemded to have quit the service from the date of compulsory retirement or on the expiry of an extension of service.

13. RETIREMENT OF SUBSCRIBER

When a subscriber (a) has proceeded on leave preparatory to retirement or if he is entitled to vacation on leave preparatory to retirement 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 the behalf to be 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 emoluments or otherwise as the Director may direct.

14. PROCEDURE ON THE DEATH OF A SUBSCRIBER

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 :

(1) When a subscriber leaves a family

(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 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;

(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 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 person or persons other than a member or members of his family, become payable, to the members of his family in equal shares;

Provided that no share shall be payable to-

(i) sons who have attained majority

(ii) sons of a deceased son who have attained majority

(iii) married daughters whose husbands are alive

(iv) married daughters of a deceased son whose husbands are alive

if there is any member of the family other than those specified in clauses (i), (ii), (iii) and (iv) :

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.

(2) When the subscriber leaves no family -

If a nomination made by him in accordance with the sub paragraph (i) of paragraph 5 of 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.

15. STATEMENT OF ACCOUNTS

(1) As soon as possible after the 31st 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 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 :

(a) desires to make any alteration in any nomination made by the subscriber;

(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.

(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.

(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.

16. INVESTMENT OF FUND

Para 16 amended as per Ministry's letter No. J.11011/7/77 T.6 dt. 20.7.79 (effective from 25.6.79)

All sums paid into the fund under the rules shall be crdited in the books of the Institute to an account by name 'General Provident Fund Account' of the Indian Institute of Tehnology. A Deposit Account shall be opened in the State Bank of India to be operated in such manner as the Board may direct. The Institute may invest such part of the fund, as may be considered expendient, in the Government securities/certificates, negotiable government guaranted bonds and in such deposit schemes of the Central Government as may be notified in this regard from time to time, 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.

PENSION

17. SUPERANNUATION, INVALID AND COMPENSATION PENSION

(1) The amount of superannuation, Invalid and Compensation Pension shall be the appropriate amount as set out in Appendix II.

(2) An employee may retire from service any time after completing 30 years's qualifying service, but before the completion of the age of 60 years' provided he shall give in this behalf a notice in writing to the appropriate authority at least 3 months before the date on which he wishes to retire.

(3) Institute may also require any emplyee to retire any time after he has completed 30 year's 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.

Amended as per Ministry's letter No. F.11-6/76-T.6 dt. 16.7.78 (effective from 1.11.73)

(4) An employee who retires or is retired in the manner indicated in sub-paragraph (3) may be granted retiring pension not exceeding*33/ 80th of the average emolouments subject to maximum of *Rs. 12,000 per annum.

Explanation : For the purpose of this provision service put in by any employee before attainment of the age of 18 years shall not count towards pension.

18. QUALIFYING SERVICE

(1) Every employee shall put in a minimum of ten year 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)

(2) subject to the minimum qualifying services, an employee shall be eligible for one or other of the following pensions:

(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.

(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.

(c) Superannuation or Retiring pension : 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.

19. SCALE OF PENSION

Amended as per Ministry's letter No. F.11-3-80 T.6 dt. 24.3.82 (effective from 31.3.79)

(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 II 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.

(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 :-

(i)	Upto first Rs. 1,000 of average emoluments reckonable for pension	: 50% of average : emoluments
(ii)	Next 500/- of average emoluments reckonable for pension	: 45% of average : emoluments
(iii)	Balance of average emoluments reckonable for pension	: 40% of average : emoluments

(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.

(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. 1500/- per month, if the pension itself

exceeds Rs. 1500/- per month then the maximum pension for full service of 33 years shall be restricted to Rs. 1500/- per month and no relief shall be payable up to index level 328.

(d) Where the amount of pension, calculated by taking into account dearness pay, or calculated after excluding dearness pay, but inclusive of adhoc increase is less than forty rupees per mensem, the difference shall be made good by the grant of further increase in pension.

20. COMMUTATION OF PENSION

(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.

(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.

Proviso below Para 20 (2) inserted as per Ministry's letter N0. F.11-5/78-T.6 dt. 23.2.1979 (effective from 26.12.1977)

Provided that an employee who applies for commutation of pension within one year of the date of his retirement on superannuation shall not be subjected to medical examination :-

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 the Head of Office.

(3) The lump sum payable on commutation shall be calculated in accordance with the table appended to Appendix III.

(4) Commutation when sanctioned shall take effect on the date to be specified in the order and any such date shall be 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.

21. DEATH-CUM-RETIREMENT GRATUITY

(1) An employee who has completed 5 years qualifying service may be granted an additonal gratuity not exceeding the amount specified in sub-paragraph (3), when he retires from service and is eligible for a gratuity or pension under paragraph 19.

(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:

(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 a widowed daughter, in equal shares;

(ii) If there are no such surviving members of the family as at (1) but there are one or more surviving widowed daughters and/or surviving members of the family as in items (v) and (vi) and (vii) of clause (a) of sub-paragraph (1) of paragraph 22, the gratutity may be paid to all such members, in equal shares.

(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 *16 1/2 time 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; Provided that in no case it shall exceed *Rs. 30,000.

*Amended as per Ministry's Letter No. F.11.6/76 T.6 dt. 16.7.78 (effective from 1.11.1973)

(4) If an employee who has become eligible for a pension under 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).

*As amended as per Ministry's lettter No. F.11-6/76 T.6 dt. 16.7.1978 (effective from 1.11.73)

(5) The 'emoluments', for the purpose of the paragraph shall be subject to a maximum of *Rs. 2,500 per mensem.

22. NOMINATIONS

(1) For the purpose of this paragraph-

(a) 'Family' includes the following relatives of the employee-

(i) Wife in the case of a male employee;

(ii) Husband in the case of a female employee;

(iii) Sons;

(iv) Unmarried and widowed daughters

(v) Brothers below the age of 18 years and unmarried or widowed sisters;

(vi) Father and mother.

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.

(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-paragraphs (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.

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) subparagraph (1).

(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.

(4) An employee may provide in a nomination-

(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.

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;

(b) that the nomination shall become invalid in the event of the happening of a contingency specified therein.

(5) The nomination made by an employee who has no family at the 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.

(6) (a) Every nomination shall be in such one of the forms as may be appropriate in the circumstances of the case.

(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.

(7) Immediately on the death of a nominee in respect of whom no special provisions 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 cancelling the nomination, together with a fresh nomination made in accrodance with this paragraph.

(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.

(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).

23. GRATUITY FOR TEMPORARY EMPLOYEES

(1) Terminal Gratuity: A temporary employee who retires on superannuation or is discharged on account of retrenchement 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.

(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 :

(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.

(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.

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 dearness pay in case of those who retain the existing scale 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 emoluments as pay. In case the employee concerned was on leave with or without allowance immediatley before retirement, discharge, invalidment or death, pay for this purpose shall be such which he would have drawn had he not proceeded on such leave.

24. FAMILY PENSION

(1) (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 compensation, invalid, retiring or superannuation pension :

Para 24(1) amended as per Ministry's letter No. F.11-6/76-T.6 dt. 16.7.1978 (effective from 1.11.73)

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 EMPLOYEE	MONTHLY PENSION OF THE WIDOW/WIDOWER CHILDREN
Below Rs. 400/-	30% of pay subject to a minimum of Rs. 60/- and a maximum of Rs. 100/- per month.
Rs. 400/- and above but below Rs. 1200/-	15% of pay subject to a minimum of Rs. 100/- and a maximum of Rs. 160/- per month.
Rs. 1200/- and above	12% of pay subject to a minimum of Rs. 160/- and a maximum of Rs. 250/- per month.

(2) But

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

Para 24(2)(i) amended as per Ministry's letter No. F.6/ 76-T.6 dt. 16.7.1978)

(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 the Institute employees would be entitled to on superannuation;

(c) Family pension in cases of death after retirement shall be given only to those who were members of the family of the said employee so declared at the time of retirement.

(ii) The pension payable thereafter shall be at the rate laid down in the table above;

(iii) The pension at the rate mentioned under clause (i) shall not be applicable if the employee had put in less than seven years continuous service prior to his death.

25. "Family" for this purpose of Scheme shalll include the following relatives:

(a) Wife, in the case of male employee;

(b) Husband, in the case of female employee;

(c) minor sons; and

(d) unmarried minor daughters.

Note : 1. (c) and (d) shall include children adopted legally before retirement.

2. Marriage after retirement shall not be recognised for purpose of this Scheme.

26. The family pension shall be admissible :

(a) in case of widow/widower upto the date of death or re-marriage whichever is earlier;

(b) in case of minor son until he attains the age of 18 years;

(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 time of her death, a widow leaves no eligible minor child, the payment of her share of the pension shall cease.

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 time of death of the employee.

(d) in the event of re-marriage or death of the widow/widower, the pension shall be granted to the minor children through their natural guardian.

27. Paragraph '27' omitted vide Ministry's letter No. F.11.6/76-T.6 dated 20-7-1979. (Effective from 22-9-1977)

28. EXTRA-ORDINARY PENSION AND GRATUITY

(1) Extra-ordinary pension and gratuity may be sanctioned by the Board when an employee sustains an injury or 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 servere; 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 inuries 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 falls 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 pensions; and

(ii) in other cases, a permanent pension the amount of which shall not exceed the applicable amount specified in Appendix IV for a higher scale pension and shall not be less than half that amount.

(2) If a member of the staff sustains an injury which falls within Class B, he shall be awarded;

(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.

(b) in other cases;

(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;

(ii) a pension within the limit specifed 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 falls within Class C, he shall 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 year 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;

Provided that in any case where the 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).

30. A temporary pension awarded under the Extra-ordinary pension and Gratuity Scheme may be converted in to a permanent injury pension-

(a) when the employee is rendered invalid out of service on account of the injury in respect of which the temporary pension was awarded; or

(b) when the temporary pension has been drawn for not less than five years; or

(c) at any time, if the Consulting Medical Officer certifies that he sees no reason to believe that there shall ever be a perceptible decrease in the degree of disablement.

31. The award shall be made to the widow and children of the employee as follows :

(a) If the employee is killed or dies of injury received as a result of special risk of office

(i) A gratuity of the applicable amount specified in paragraph 21; and

(ii) a pension the amount of which shall not exceed the applicable amount specified in paragraph 24.

(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 and if in any case the

sum of such pensions calculated under paragraph 24 exceeds the limit of one-half of his pay such a prorata reduction shall be made in the amount of each individual pension as will reduce the sum to such limit.

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.

    Provided that the total amount of the award shall not exceed one half of the pension that would have been admissible to the widow under the preceding paragraph;

    Provided further that each minor brother's or sister's share shall not exceed the amount of pension specified in paragraph 24 for a "child who is not motherless".

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.

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.

35. A family pension shall ordinarily be tenable -

    (a) in the case of a widow or mother until death or remarriage, whichever occurs earlier;

    (b) in the case of a minor son, or minor brother, until the age of 18;

    (c) in the case of an unmarried daughter or minor sister, until marriage or until she attains the age of 21, whichever occurs earlier;

    (d) in the case of a father, for life.

36. Except as otherwise provided in the Extra-ordinary Pension and Gratuity Scheme, an 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:-

(a) a full statement of circumstances in which the injury was received, the disease was contracted or the death occured;

(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;

(c) in the case of an injured employee or one who has contracted a disease, medical report in Form XII;

(d) in the case of 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.

(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.

37A. DEPOSIT LINKED INSURANCE SCHEME

On the death of a subscriber, the person entitled to receive 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 the account during the three years immediately preceding the death of such subscriber, subject to the condition that -

Paragraph 37A inserted as per Ministry's letter No. F.16.24.78 T.6 dt. 1.3.1979)

(a) The balance at the credit of such subscriber shall not at any time during the three years preceding the month of death have fallen below the limits of -

(i) Rs. 4,000/- 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. 1,300/- or more;

(ii) Rs. 2,500/- 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. 900/- or more but less than Rs. 1,300/-;

(iii) Rs. 1,500/- 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/-;

(iv) Rs. 1,000/- 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 less than Rs. 291/-;

(b) The additional amount payable under this rule, shall not exceed Rs. 10,000/-;

(c) The subscriber has put in at least five years service at the time of his death.

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 the 36 months preceding the month in which the death occurs. For this purpose, as also for checking the minimum balance prescribed above-

(a) The balance at the end of March shall include the annual interest credited in terms of paragraph 9; and

(b) if the last 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.

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)

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.

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 16 B (1), but dies before completion of three years service or, as the case may be, five years service from 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 intberest have been received shall count for the purposes of clause (a) and clause (c).

(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.

(c) This scheme does not apply to persons appointed on contract basis.

Note 6 : The budget estimates of expenditure in respect of the 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.

GENERAL

38. The sanction and payment of pension and gratuity benefits admissible under this schedule shall be regulated by such procedural instructions as may be issued by the Board from time to time.

39. When the Board is satisfied that the operation of any of these provisions, causes or is likely to cause undue hardship to an employee, it may notwithstanding anything contained in these provisions, deal with the cases of such employee in such manner as may appear to it to be just and equitable.

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.

(2) Resignations of permanent/temporary contract appointment of Central/State Government service to take up with proper permission another appointment under any of the Institutes incorporated under the Institutes of Technology Act, 1961, or Central University service in which counts in full or part for pension is not a resignation and such resignation shall not constitute interruption in service.

Amended as per Ministry's letter No. F.10-20-76. T.6 dt. 20.2.79 (effective from 15.2.79)

Provided that in any such case the proportionate pensionary liability is borne by the employer from whose services the employee

joins the Institute or Central University. In case where an interruption in service is inevitable due to the two appointments being in different stations, such interruptions, not exceeding the joining time permissible under the rules of transfer shall be covered by grant of leave of any kind due to the employee on the date of release or by formal condonation as referred to above to the extent to which the period is not covered by leave due to the employee or Central University.

Provided further that such employee shall be required to surrender in lump sum or in instalments not exceeding 12 in number, employer's contribution in full received at the time of resignation along with the interest as was in force, the date on which the amount actually received from the date of payment to the date of final refund and the amount along with interest thereof shall be credited to the pension fund of the Institute.

41. If any question arises relating to the interpretation of these provisions, it shall be referred to the Board whose decision thereon shall be final.

42. Future good conduct of the recipient of the pension etc. is an implied condition of every grant of a pension under these provisions and the Institute reserves to itself the right of with holding or withdrawing such a pension or any part of it, if the recipient be convicted of serious crime or be guilty of great misconduct and the decision of the sanctioning authority of the pension in such matters shall be final.

APPENDIX-I

FORM-I-OPTION

(See Statute 18B(2)/16B(2))

I,_____
an employee of the Indian Institute of Technology,

_____, hereby elect to be governed by General Provedent Fund-cum-Pension-cum-Gratuity Scheme as laid down in Statute 18B/16B and in 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.

Signature_____

(Thumb impression, if illiterate)

Designation_____

Date of election_____

Witness :

(1)

(2)

APPENDIX-I

FORM-II-OPTION

(See Statute 18B(2)/16B(2))

I, _____

an employee of the Indian Institute of Technology,

_____, hereby elect to be governed by General Provedent Fund-cum-Pension-cum-Gratuity Scheme as laid down in Statute 18B/16B and in 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.

Indiacode

Signature_____

(Thumb impression, if illiterate)

Designation_____

Date of election_____

Witness :

(1)

(2)

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 19

Signature of

Subscriber

Two witness to the Signature.

1. _____

2. _____

APPENDIX-II

GPF-cum-Pension-cum-Gratutity Scheme

Appendix II

Substituted as per Ministry's letter No. F-11-6/76 T.6 dtd 1.1.1979 (effective from 1.1.1973)

See Paragraph 19

Completed 6 monthly periods of qualifying service		Scale of or gratuity/ pension	Maximum pension (in Rs. per annum)
1	½	(a) Gratuity months	
2	1	emoluments	
3	1½	" "	
4	2	" "	
5	2½	" "	
6	3	" "	
7	3½	" "	
8	4	" "	
9	4 3/8	" "	
10	4 3/4	" "	
11	5 1/8	" "	
12	5½	" "	
13	5 7/8	" "	
14	6 1/4	" "	
15	6 5/8	" "	
16	7	" "	
17	7 3/8	" "	
18	7 3/4	" "	
19	8 1/8	" "	

IndiaCode

APPENDIX-II

Completed 6 monthly periods of qualifying service	Scale of pension	Maximum pension (in Rs. per annum)
1	2	3
20	10/80ths of average emoluments	3,750.00
21	10½/80ths " "	3,937.50
22	11/80ths " "	4,125.00
23	11½/80ths " "	4,312.50
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
34	17/80ths " "	6,375.00
35	17½/80ths " "	6,562.60
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 " "	8,062.50
44	22/80ths " "	8,250.00
45	22½/80ths " "	8,437.50
46	23/80ths " "	8,625.00
47	23½/ths " "	8,812.50
48	24/80ths " "	9,000.00
49	24½/80ths " "	9,187.50
50	25/80ths " "	9,375.00
51	25½/80ths " "	9,562.50
52	26/80ths " "	9,750.00

IndiaCode

1	2	3
53	26½/80ths of average emoluments	9,337.50
54	27/80ths " "	10,125.00
55	27½/80ths " "	10,312.50
56	28/80ths " "	10,500.00
57	28½/80ths " "	10,688.50
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	32½/80ths " "	12,000.00
65	32½/80ths " "	12,000.00
66	33/80ths " "	12,000.00

IndiaCode

APPENDIX-III

(See Paragraph 20)

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	15.52	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

IndianCode

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	3 months pay subject to a minimum of Rs. 800	275	200
3.	Rs. 1,000 and over but under Rs. 1,500		200	150
4.	Rs. 900 and over but under Rs. 1,000		150	125
5.	Rs. 400 and over but under Rs. 900		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.	Rs. 200 and under	4 months' pay	1/3rd of pay subject to a minimum of Rs. 8 per mensem	1/5 of pay subject to a minimum of Rs. 4 per mensem.

IndiaCode

APPENDIX-V
(See Paragraph 28(3))

CLASSIFICATION OF INJURIES

Equal to loss of limb

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

Very severe

Complete unilateral facial paralysis, likely to be permanent'
Lesion of kidney ureter or bladder
Compound 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, tempore maxillary or rigidity of the dorsilumbar or cervical section of the spine.

Partial loss of vision one eye. Desturction or loss of one testicle. Retention of foreign bodies not causing permanent or serious symptoms.

IndiaCode