STATUTES

(Effective from 15th October, 1963 vide Ministry of Scientific Research and Cultural Affairs, Government of India No. F. 25-10/62-T.6, dated 15th October, 1963 and corrected up to June 1991)

IndiaCode

INDIAN INSTITUTE OF TECHNOLOGY DELHI

STATUTES

***1. Short Title**

These Statutes may be called the Indian institutes ot Technology, Kharagpur/ Bombay/Madras/Kanpur/Delhi Statutes.

f1 A. 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 mean the authorities, officers and prof essors 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 Director of the Institute;

(j) 'Finance Committee' means the Finance Committee of the Institute;

(k) 'Institute' means Institute known as the Indian Institute of Technology, Delhi, 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.

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* Inserted vide Ministry of Education letter No. F. 24-42/63-T.6 (Vol.lll), dated 22nd August, 1975. Effective from August 12,1975.

t Re-numbered vide Ministry of Education letter No. F-24-42/63-T.6 (Vol.lll), dated 22nd August, 1975. Effective from August 12,1975.

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.

* 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 a meeting, a quorum is not present within half-an-hour from the time appointed for holding a meeting, the members present shall be a quorum;

(5) All questions considered at the meetings of the Board shall be decided by a majority of the votes of the members present including the Chairman. If the votes be equally divided, the Chairman shall have a second or casting vote.

(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.

(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, the date and time of the meeting.

tProvided 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.

* Inserted vide Ministry of Education letter No. F.24-9/64-T.6, dated 7th September, 1967 and amended vide Ministry of Education letter No. F.24-9/64-T.6, dated 4th March, 1968.

t Added vide Ministry of Education tetter No. 11-7/76-T.6, dated 26th October, 1977 Effective from October 22, 1977.

(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 ail 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. Afterthe 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.

* (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

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

t (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 io 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

* Added vide Ministry of Education letter No. F.24-9/64-T.6, dated 7lh September, 1967.

t Substituted vide Ministry of Education latter No.11-7/76-T-6, dated 26th October, 1977. Effective from October. 22, 1977.

matters connected with the working of the Department, the Head of the Department concerned shall act as convener of such Committees;

(e) appoint Committees from amongst the members of the Senate, other teachers of the Institute and experts from outside to advise on such specific academic matters as may be referred to any such Committee by the Senate;

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

(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;

* (j) provide for the inspection of the classes and the Halls ot 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) award stipends, scholarships, medals and prizes and make other awards in accordance with the 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 onthe academic staff andthe abolition thereof, and (ii) the emoluments and duties attached to such posts.

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

* (4) Meetings of the Senate shall be convened by the Chairman of the Senate either on his own initiative or on a requisition signed by not less than 20% of the members of the Senate. Requisitioned meeting shall be a special meeting to discuss only those items of agenda for which requisition is made. The requisitioned 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.

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

* Substituted vide Ministry of Education letter No, 11-7/76-T.6, dated 26ih October, 1977 Effective from October 22,1977.

t Amended vide Ministry of Education letter No. F.H-7/78-T.6, dated 21st July, 1979. Effective from July 7, 1979.

(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 the Deputy Director, the seniormost 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 Kem 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 alt 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 the members of the Senate present in India, provided that any such minute shall not be circulated if the Senate considers such circulation prejudicial to the interests of the Institute. The minutes, along with amendments, If any, suggested shall be placed for confirmation at the next meeting of the Senate. After the minutes are confirmed and signed by the Chairman of the Senate they shall be recorded in a minute book which shall be kept open for inspection of the members of the Senate, the Board and the Council at all times during office hours.

5. Finance Committee

(1) It is hereby declared that the Finance Committee, hereafter in this 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 recommendationsto the Board eitheron the initiative of the Board or of the Director, or on its own initiative of 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 Commfttee.

(5) The Chairman, If present, shall preside overthe 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, 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) itisherebydeclaredthattheBuildingandWorksCommittee.hereafterinthis sub-statute referred to as 'Committee', consisting of not less thanf ive 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 majorcapital works aftersecuring 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 andshallhavethepowertogivedirectionsfordepartmental 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 andthe Board at the next meeting of the Committee and of the Board.

(5) The Committee shall meet as often as is 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, be followed in connection with the 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 for a course of instruction outside India subject to such terms and conditions as may be laid down by the Board from time to time.

" (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 member of the Committees constituted under the Act or these Statutes or appointed by the Board and other authorities, other than Government employees and employees of the Institute, shall be entitled to travelling allowance and daily allowance for attending the meetings of the authorities and their Committees as laid down by the Board from time to time.

(2) Members of the Board and other authorities of the Institute and the Committees who are Government employees shall receive travelling allowance and daily allowance from the source from which they draw their salaries at rates admissible to them. If so required, the Institute shall reimburse the Department/Government concerned.

* Amended vide Ministry of Education letter No. 10-1/75-T.6, dated 26th November, 1976. EffeotivB from November 20, 1976.

* If, however, required by members, the Institute shall re-imburse the TA or DA as laid down by the Board from time to time, to the members concerned if they declare that they shall not claim TA or DA from other source.

Provided that the Institute may pay to the aforesaid Government employees travelling allowance and daily allowance at the rates admissible to them, if they have been authorised by the appropriate Government to receive such travelling allowance and daily allowance.

9. The Director

(1) Subjectto the budget provisions madeforthe 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 the power to reappropriate funds with respect to different items constituting the recurring budget up to a limit of Rs. 10,000 for each Hem, provided that such reappropriatlon will not involve any liability in future years. Every such re appropriation shall, as soon as possible, be reported to the Board.

t(3) The Director shall have the powerto waive recovery of over-payment up to Rs. 500 to a member of the staff whose basic pay is Rs. 500 per mensem or less, not detected within twenty-four months of payment. Every such waiver shall, as soon as possible, be reported to the Board.

(4) The Director shall have the power to write off irrecoverable losses up to Rs. 1,000 and of irrecoverable value of stores lost or rendered unserviceable due to fair wear and tear up to Rs. 5,000 in any individual case subject to such stipulations as may be made by the Board from time to time.

(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 higherthan the minimum of the scale, but not involving more than five increments, in respect of posts to which appointment can be made by him under the powers vested in him by the provisions of the Act.

(6) The Dlrectorshall have the powerto 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 powerto sanction remission or reduction of rents for buildings rendered wholly or partially unsuitable.

* Inserted vide Mlnislry of Education letter No. 11-7/76-T.6, dated 26th October, 1977. Effective from October 22, 1977.

t Amended vide Mlnislry of Education letter No. 11 -7/76-T.6, dated 26th October, 1977 Effective from October 22. 1977.

(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 years' duration on approved scales of pay under report to the Board provided that no such post, of which the 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 in 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 the 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, 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.

*(14) The Director may, during his absence from headquarters, authorise the Deputy Director or one of the Deans or the seniormost Professor present, to sanction advances for trave King 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 Deputy Director or one of the Deans or the seniormost 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 otherwise or in the event of the Chairman being unable to discharge his functions owing to absence, illness or any other cause, the Director may discharge the functions assigned to the Chairman under Statute 7.

t(17) The Directormay, with the approvalof the Board delegate anyof 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.

* Substituted vide Ministry of Education tetter No. F-t 1-&S2-T-6, dated 10th May, 1983. Effective from February 11,1983.

* Substituted vide Ministry of Education letter No. 11-7/76-T.6. dated 26th October, 1977. Effective from October 22,1977.

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 **the** Members of the Staff of the Institute

Except in the case of employees paid from contingencies the members of 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 Otiicer, Estate Officer, Medicai Officer, House Surgeon and other Medical Staff, Chief Store Keeper, Steward, Office Superintendent and such other administrative and other staff as may be decided by the Board.

12. **Appointments**

(1) AH posts at the Institute shall normally be tilled 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 trom amongst the members of the staff of the Institute.

(2) While making appointments, the appointing authority shall take into consideration the claims of the members of the scheduled castes and scheduled tribes consistently with the maintenance of efficiency of administration and the teaching at the Institute.

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

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

«	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

0v) 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 Officer and Lecturer, the Selection Committee shall consist of;

0 Director — Chairman

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) Head of the Department/Centre concerned, if the post for which selection is made is lower in status than that occupied by the Head of the Department/Centre — Member

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

(i) Director — Chairman

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 — Member

(v) Head of the Department/Centre concerned, if the post for which selection is made is lower in status than that occupied by the Head of the Department/Centre — 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 — Member

(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

' Inserted vide Ministry of Education tetter No. F.10-6W74-T.8, dated 1st October, 1975. Effective from September 26, 1975.

(ii) Deputy Director — Member
(iii) Two nominees of the Board — Member
(iv) Registrar, except for the post of Registrar — Member

* (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/Centre 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 case 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 member 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 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

• Amended vide Mnistry of Education letter No. F. 10-60/74-T. 6. dated 1st October, 1975. Effective from September 26,1976. Re-numbered vkte Ministry of Education letter No. 11-7/76-T.6, dated 26ft September, 1977. Effective from October 22,1977.

fit and shall, at the discretion of its Chairman, cause **a** wrftten test or tests to be held for all or some of the candidates as the Chairman may think fit, and shall make its recommendations to the Board orthe 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.

Provldedthat, if any meeting of the Selection Committee isfoundnecessary.the Registrar shall give notice of the meeting to the members of the Committee at least a fortnight before the date of the meeting.

(12) UnlessotherwiseprovidedforundertheseStatutes, 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 less than Rs. 210 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 is Rs. 400 or over per mensem	Rs. 7.50

Provided that the 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 underthe Institute may be paid such travelling allowance as may be determined by the Board from time to time in this behalf.

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

13. Terms and Conditions of Service of Permanent Employees

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 I ndia 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 class of cases, subject to such conditions, if any, as may be laid down by the Board.

*{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 sixty years.

tProvided that where the Board considers that in the interest of students and for the purpose 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 ot 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 memberbeyond 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 up to Ihree years in the first instance and up to 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.

#a) Retirement on Completion of 20 Years' Qualifying Service

JAt 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.

*(2A) Subject to the provisions of the Act and the Statutes, all the new appointments to posts on revised salary scales adopted with effect from the 1st January, 1986 underthe Institute shall ordinarily be made on probation for a period of one year afterwhich period the appointee, if confirmed, shall continue to hold his office, subject to the provisions of ihe Act and the Statutes, as follows :

(a)	Teaching Staff (Faculty) and Group 'D' staff	:	Till the end of the month in which he attains the age of 60 years.
(b)	Groups 'A', 'B' and 'C staff (Non-faculty)	:	Till the end of the month in which he attains the age of 58 years,

* Amended vide Ministry of Education letter No. L. 11011/1/77-T. 6, dated 2nd June 1677 Effective from May 27. 1977.

tSubstituted vide Ministry of Education letter No. F.11-7/68-T. 6, dated 9th May, 1969. Effeotive (ram July 8, 1970. Re-subsiiuited vide Ministry of Education letter No. L 11011/1/77-T.6, dated 2nd June 1977 Effective from May 27, 1977.

^Inserted vide Ministry of Education letter No. F.I 1-6/78-T.6, dated 23rd September 1981 Effective from September 17, 1981.

#Added vide Ministry of Human Resource Development (Department of Education) letter No F 5-31/B6-T 6 (Part IK), dated July 18,1989 and November 9,1989. Effective from June 23,1989.

(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.

*(a) Every graduate engineer appointed at the Institute on or after 1st July.1969 shall, it 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 aflerthe 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 tin ie 10 the service of the Institute and shall not engage, directly or indirectly, in any trade or business or any other work which may interfere with the proper discharge of his duties, but the prohibition herein contained shall not apply to academic work and consultative practice undertaken withthepriorpermission of the Director, which may be given subject to such conditions as regards the acceptance of remuneration as may be laid down by the Board.

(5) The appointing authority shall have the power to terminate the services of any member of the staff without notice and without any cause assigned during the period of probation.

(6) The appointing authority shall have the powerto terminate the services of any member of the staff by three months'notice or on payment of three months'salary In lieu thereof, if, on medical grounds, certified by the 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 services of any member of the staff on grounds of retrenchment or economy by giving to the persons concerned six months' notice in writing or on payment of six months' salary in lieu thereof.

t{8) An employee of the Institute may terminate his engagement by giving the appointing authority 3 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 —

"Inserted wide Ministry of Education letter No. T.24-30/64-T. 6. dated 13th May, 1969.
tAmended vide Ministty of Education letter No. 11-7/76-T.6, dated 26th October, 1977. Effective from October 22, 1977.

(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 period exceeding forty eight hours, whether in connection with a criminal offence or under any lawfortime being in force providing for preventive detention, such memberof 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) Asubsistence allowanceat an amount equaltothe 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, deamess 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 subsistence allowance may be increased by a suitable amount not exceeding 50% of the subsistence allowance admissible during the period of the first six months, if, in the opinion of the Director, the period of suspension has been prolonged for reasons to be recorded in writing not directly attributable 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 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;

(ill) The rate of dearness allowance will be based on the increase, or as the case may be fhe decreased amount of subsistence allowance admissible under sub-clauses (i) and (ii) above.

(b) any other compensatory allowance admissible from time to time on the basis of pay of which the staff member was in receipt on the date of suspension subject to the fulfilment of other conditions laid down for the drawal of such allowances.

•Substituted vide Mnlstry of Education letter No. 11-7/76-T. 6, dated 26th October, 1977 Effective from October 22, 1977.

However, no payment shall be made unless the staff member furnishes a certificate that he is not engaged in any other emptoyment, business, profession or vocation.

The following penalties may, forgood 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 time-scale 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 in 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 (ili) 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 ted 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 net-reasonably practicable to give that person an opportunity of showing cause; or

(c) where the Visitorissatisfiedthat,inthe interest of thesecurfty of the State, It is not expedient to give that person such an opportunity.

If any question arises whether ft is reasonably practicable to give any person an opportunity of showing cause under clause (b) above, the decision thereon of the authority empowered to dismiss or remove such person or to reduce him in rank, as the case may be, shall be final.

(10) A member of the staff aggrieved by any order imposing penalty passed

by the Director against him shall be entitled to prefer an appeal to the Board against the order and there shall be no further appeal from the decision of the Board and a member of the staff aggrieved by any order passed by the Board against him inflicting a penalty on him shall be entitled to prefer an appeal to the Visitor against the order.

No appeal under this sub-statute shall be entertained, unless it is submitted within a period of three months from the date on which the 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 ft 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, of its own motion or otherwise, call for the records of the case in a disciplinary proceeding, review any order passed in such a case and pass such orders as it deems fit as if the member of the staff concerned had preferred an appeal against such order.

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 orotherwise,aftercallingforthe records ofthe case, review any orderwhich 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—

(!) 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 impcse any of the penalties specified in clause (iv) to (vli) of sub-statute (9) in a case where proper enquiry has not been held and thereafter, on consideration of the proceed-ings 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 deems 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 start of the Institute who has been dismissed, removed or suspended is reinstated, the authority competent to order the reinstatement shall consider and make a specific order:

(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) whetheror 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 the full pay to which he would have been entitled had he not been dismissed, removed or suspended, as the case may be, togetherwith 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 ihe institute shall be given such proportion of such pay and allowances as such competent authority may prescribe.

Provided that the payment of allowance under clause (ii) or clause (iii) shall be subject to all other conditions under which such allowances are admissible.

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

(v) In cases falling under clause (iii) the period of absence from duty shall not be treated as a period spent on duty, unless such competent authority specifically directs that it shall be so treated for any specified purpose.

(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**

(i) The service of a temporary employee shall be liable to termination at any time by notice in writing given either by the employee to the appointing authority, or by the appointing authority to the employee. The period of such notice shall be one month, unless otherwise agreed to by the Institute and the employee.

(ii) 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 five years, with a provision of renewal for further period, provided that every such appointment and the 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 and on the terms and conditions applicable to the relevant post for a period not exceeding five years with a provision of renewal for further period. For making such appointments, the Chairman may, at his discretion, constitute such *ad hoc* selection committees, as the circumstances of each case-may require.

*(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

(1) A Compulsory Contributory Provident Fund shall be constituted, maintained and administered for the employees of the Institute in accordance with the provisions set out in Schedule 'C. All accumulations of the subscribers in the Contributory Provident Fund, maintained forthe benefit of the employeesof 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 accounts of the employees entitled thereto inthe Fund so constituted. A subscriber shall contribute to the Fund so constituted an amount not less than $8V_3$% of his emoluments but the contribution of the Institute to the said Fund shall be limited to 87_3% of the emoluments of the subscriber.

f(2) SubjecttotheprovisioncontainedinSchedule'C'.allpermanent employees of the Institute who are appointed or re-appointed before 1st January, 1971 and who have not otherwise exercised an option to join the CPF-cum-Gratuity Scheme referred to in Statute 16A orthe GPF-cum-Pension-cum-Gratufty scheme referred to in Statute 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,

* Added vide Minisbv of Education letter No. F.11-10/68-T. S.dated 24th May, 1969. Effective from May 22, 1969.

t Amended vide Ministry of Education letter No. F. 11 -2/71-T. 6 dated 24th November, 1971 Effective from January 1,1971.

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 1 SB in the case of an employee leaving the Institute or Central University to join any of the other Institutes or any Central University his accumulation in the Contributory Provident Fund shall be transferred to the Institute or, as the case may be, the University he joins.

(16A) Contributory Provident Fund-cum-Gratuity Scheme

(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 afterthe 1 st January 1971, may exercise option to join the Contributory Provident Fund-cum-Gratuity Scheme sponsored by the Institute for the benefit of its employee.

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-Gratutty Scheme referred to in Statute 16B.

t(2) Any such option shall be exercised in Form 1 prescribed for the purpose in Appendix 1 to Schedule 'E':

t(\) In case of an employee referred to in sub-clause (i) (other than a permanent employee appointed or re-appointed prior to 1st April, 1962} or sub-clause (ii) within a period of three months from the 1st January, 1971;

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

* Substituted vide Ministry of Education letter No. F.10-20/76-T. 6, dated 20th February, 1979. Effective from February 15, 1979.

t Amended vide Ministry of Education letter No. F.11-6/76-T.6, dated 16th July, 1978. Effeclive from July 11,1978.

t Amended vide Ministry of Education letter No. F.11-2/71-T.6, dated 24th November, 1971. Effective from January 1,1971.

" Inserted vide Ministry of Education tetter No. F.11-2/71-J.6, dated 24th November. 1971. Effective from January 1,1971.

(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 o* the Institute, together with interest thereon which shall revert to the Institute and be credited to its fund.

*(3A) (a) Every employee of the Institute :

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

(ii) who may be appointed either for the first time or re-appointed on or after the 1.7.1977 may exercise an option to join the 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 retirement benefit schemes.

(b) Any such option shall be exercised in Form I prescribed forthe 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 .'inal.

(c) On receipt of such option from any of the employee referred to in sub-clause (i) or (ii) of clause (a), all accumulations of any such employee in the CPF, or GPF-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 togetherwithinterestthereon from Contributory Provident Fund of those governed by Statute 16 shall revert to the Institute and be credited to its Fund.

(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.

t(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

* Inserted vide Ministry of Education letter No. F.11-6/76-T. 6, dated 16th July, 1978. Effective from" July 11,1978.

t Substituted vtda Ministry of Education letter No. P.11-6/76-T. 6, dated 16th July, 1973.Efrectivefrom July 11,1978.

to a maximum of sixteen and a half times the emoluments or rupees thirty thousand whichever is less.

* (6) Any such employee leaving the Institute or Central University to join any of the other Institutes or any Central University shall join the corresponding scheme of the new Institute or, as the case may be, the University and his accumulations in the Fund shall be transferred to the corresponding fund of new Institute or University.

(7) The liability of total gratuity ultimately payable to any such employee shall be distributed between the Institute 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 forthe purposes of this Scheme.

16B. General Provident Fund-cum-Pension-cum-Gratulty Scheme

(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, or

(iv) who was earlier employed in the Delhi Polytechnic prior to his transfer to the Indian Institute of Technology, Delhi and who had opted Jo be governed by the rules in that behalf applicable to the Central Government employees;

may exercise an option to join the General Provident Fund-cum-Pension-cum-Gratuity Scheme, sponsored by the Institute forthe 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 16A.

Provided further that if an employee referred to in sub-clause (iv) (for Kharagpur/ Delhi only) fails to exercise an option within the specified period in favourof the General Provident Fund-cum-Pension-cum-Gratuity Scheme referred to in this Statute shall be deemed to have exercised his option for the Scheme.

* Substituted vide Ministry of Education letter No. F.10-20/76-T. 6, dated 20th February, 1979. Effective Irom February 15,1979.

"(2) Any such option shall be exercised in Form 1 prescribed for the purpose in Appendix I to Schedule F—

f(i) in case of an employee referred to in sub-clause (I) (otherthan a permanent employee appointed or re-appointed prior to 1 st April, 1962) or sub-clause (ii), within a period of three months from the 1st January, 1971;

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

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

(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 employees' own contribution to the Contributory Provident Fund after adjustment of advances, if any, taken from the said lund, shall, together with interest thereon, be maintained as his contribution to General Provident Fund to be opened by the Institute for the purpose.

** (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

(M) who may be appointed either for the first time or re-appointed on or afterthe 1.7.1977 may exercise an optionto 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 I to Schedule F within a period of three months from the date of Issue of this notification and any such option once exercised shall be final.

(c) On receipt of such option Irom any of the employees referred to in sub-clause (i) or (ii) of clause (a) the amount of the contribution of the Institute

' Amended vide Ministry of Education letter No. F.11-6/76-T. 6, dated 16th July, 1978. Effective from July 11,1978.

t Amended vide Ministry of Education latter No. F.11-2/71-T. 6. dated 24th November, 1971. Effective from January 1, 1971.

$ Inserted vide Ministry of Education tetter No. F.11-2/71-T. 6, dated 24th November. 1971. Effective from January 1, 1971.

*• Inserted vide Ministry of Education letter No. F.11-6/76-T. 6, dated 16th July, 197S. Effective from July 11,1978.

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 employees own contribution to the CPF or CPF-cum-Gratuity after adjustment of advances, if any, taken fromthe said fund, shall together with interest thereon, be maintained as his contribution to the GPF 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 1 st April, 1970, but before the 1 st January, 1971 shall be granted the benefit of the General Provident Fund-cum-Pension~curn-Gratuity Scheme, if he exercises an option in Form II prescribed for the purpose in Appendix I to Schedule F within three months fromthe 1st January, 1971, the contribution of the Instituteto his Provident Fund together with interest thereon, if already paid, being adjusted against the Death-cum-Retirernent Gratuity admissible to him under the said Scheme and the balance, if any, being refunded to the Institute in cash.

* (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 Institutes incorporated underthe Act shall jointhe corresponding Scheme of the new Institute and his accumulations in the Fund shall be transferred tothe corresponding Fund of the new Institute.

t(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 asolherwise provided inthe 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 respective 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'.

" Substituted vide Ministry of Education letter No. F.11-6/76-T.6, dated 16th Jul/, 1978. Effective (ram July 11,1978.

fSubsfitutedvide Ministry ofEducation letter No, F.10-20/76-T.6, dated 20th February, 1979. Effective from February 15,1979.

(2) The amount of accumulated leave at the credit of a member of the staff in the service of the Institute immediately before the 1 st April, 1962 shall become available to him after the date subject to the prescribed limit of leave.

* (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 dateof 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

t(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.

t{2) *tt(a)* An employee of the Institute who has been allotted house for residential use, shall be charged licence fee at the rate of ten percent of his total emoluments or six per cent per annum of the capital cost (including municipal charges) of the house occupied by him, whichever is less :

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 sevenand a half percent of his total emoluments or six percent per annum of the capital cost (Including municipal charges) of the house occupied by him, whichever is less.

t^Providedf urtherthat 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.

tt(3) The Board may allot furnished or unfurnished accommodation without levying a 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: Forthe purpose of this Statute the expression "Allot" means to grant

'Substituted vide Ministry of Education letter No. F.10-20/76-T.6, dated 20lh February, 1979. Effective from February 15, 1979.

t Substituted vide Ministry of Education letter No. F.11-2/76-T.6, dated 24th June, 1971. Effective from June 19, 1971,

* Substituted vide Ministry of Education letter No. F.11-2/70-T.6, dated 24th June, 1971. Effective from June 19,1971.

^Amended vide Ministry of Education tetter No. 11-7/76-T.6, dated 26th October 1977 Effective from October 22, 1977.'

ttAmended vide Ministry of Education letter Mo. 11-7/76-T. 6, dated 26th October 1977 Effective from October 22, 1977.

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 :

(a) Applied Mechanics

(b) Chemical Engineering

(c) Chemistry

(d) Civil Engineering

(e) Electrical Engineering

*(f) Humanities and Social Sciences

(g) Mathematics

(h) Mechanical Engineering

(I) Physics

(i) Textile Technology

t(k) Computer Science and Engineering

If 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 **the Department**

(1) Each Department of the Institute shall be placed in charge of a Head who shall be selected by the Director from amongst 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 a Department or place under the charge of the Deputy Director or a Professor from another Department for a period not exceeding six months.

{2) The Head of Department shall be responsible forthe entire working of the Department, subject to the general control of the Director.

(3) It shall be the duty of the Head of the Department to see that the decisions of the authorities of the institute and of the Director are faithfully carried out. He shall perform such other duties as may be assigned to him by the Director.

* Amended vide Ministry of Education letter No. 11-7/66-T. 6, dated 30th July, 1966.

t Added vide Ministry of Education letter No. F.(1-3/82-T. 6, dated 30lh March, 19S3. Effective from March 24, 1983.

•ffAddad vide Ministry of Education letter No. 11-7/76-T. 6, dated 26th October, 1977. Effective from October 22, 1977.

** Added vide Ministry of Education letter No. f=, 24-43/64-T. 6, dated 4th/6th December, 1965.

21. Institution of Fellowships, Scholarships, Exhibitions, Medals and Prizes

The following fellowships, scholarships, free studentships, exhibitions, medals and prizes shall be instituted by the Institute;

(1) Scholarships of the value of Rs.75 per mensem each will be awarded to 25% of the students admitted to the undergraduate courses and postgraduate courses in Science leading to Master's degree in accordance with the provisions made fn the Ordinances in this behalf.

(2) (a) All scholarships awarded by the Institute in the undergraduate courses and postgraduate 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 undergraduate courses and postgraduate 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) Postgraduate scholarships of the value of Rs.250 per mensem will be awarded to all students admitted to the postgraduate courses in Engineering and Technology at the Institute.

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

• *(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 scholarship of the value mentioned below will be awarded to all research scholars admitted to the Institute :

(a) Research workers in engineering and technological subjects, provided the scholars have successfully completed a Master's degree in Engineering/Technology of two years' duration or have spent 2 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 per mensem

* Substituted vide Ministiy of Education letter No. F.24-26/65-T. 6, dated 27th April, 1966.

*(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.

t(6) Post-doctoral Fellowship of the value of Rs. 500 p.m.shall be awarded to research fellows for the duration of their work at the Institute.

The award shall be made in accordance with the provisions made in the Ordinances and shall be subject to such conditions as may be laid down therein.

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

22. Fees

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

(a) Registration fee for undergraduate courses only payable in advance as application fee — Rs.15

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

(b) Admission fee for undergraduate courses and postgraduate courses payable at the time of admission — Rs.10

{c) (i) Tuition fee for undergraduate courses and postgraduate courses in Science leading to Master's degree payable In eight equal instalments — Rs. 200 per annum

* Substituted vide Ministry of Education tetter No. F.11-2/68-T. 6, dated 14th February, 1974. Effective from July 1,1972.

tSubstituted vide Ministry of Education letter No. F.11-1/71-T. 6, dated 15th December, 1971. Effective from December 15,1971.

% Added vide Ministry of Education letter No. F.11 -2/78, T. 6, dated 6th July. 1978. Effective from June 30, 1978.

(ii)	Tuition fee for postgraduate courses in Engineering and Technology payable in eight equal instalments	Rs. 300 per annum
(iil)	Tuition fee for working for Ph.D. payable in eight equal instalments by the Research Workers	Rs. 300 per annum
	The Institute staff members registered for the courses are being exempted from payment of the fee.	

*(d) Seat rent inclusive of electricity and water in Halls of Residence wherein students reside :

		Undergraduate	Postgraduate
(i)	1 semester, payable in four equal Instalments	Rs. 40	Rs. 80
(ii)	II semester, payable in lour equal instalments	Rs.40	Rs. 80
(iii)	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
(iv)	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

(e)	(i)	Medical examination fee	Rs. 2 per annum
	(ii)	Gymkhana fee	Rs. 20 per annum
	(iii)	Medical fund payable at the time of admission and, in the case of students already in the institute along with the first instalment of the tuition fees	Rs. 5 per annum
t(0		Examination fee for the Master's degree- Postgraduate Diploma Course	Rs. 100
		The Higher Degree	Rs. 200

* Substituted vide Ministry of Education letter No. F. 11-4/79-T. 6, dated 4th May, 1982 Effective from April 19. 1982.

t Amended vide Ministry of EducaUon letter No. F. 1M/67-T. 6, dated 23rd March, 1968.

(g)	Fee for the Diplomas, if awarded in absentia— for all Students, Scholars and Fellows	Rs..10
(h)	Fee for Grade Card	Rs. 5
(i)	Registration fee for Ph.D.degree	Rs. 5
(i)	*{') Registration fee for post graduate courses payable in advance as application fee	Rs. 5
	(ii) Registration fee for Research Scholars and Post-Doctorate Fellows payable at the time of admission	Rs. 5
(k)	Fee for issue of Migration Certificate	Rs. 5
(l)	Fee for issue of crossed list	Rs. 5
(m)	Fee for re-checking of answer books for the Institute Examination per paper	Rs. 5
(n)	Fee for isse of duplicate Grade Card	Rs. 3
(o)	Fee for issue of a duplicate diploma	Rs. 10
(p)	Fee for issue of a duplicate migration certificate	Rs. 3
(q)	Fee for issue of a duplicate cross list	Rs. 2
(r)	Caution Money :	
	(i) For undergraduate and postgraduate students payable in advance	Rs. 25
	(ii) For research scholars and post-doctorate fellows in advance	Rs. 100
t(s)	Fee for courses not provided above	As laid down by the Board

The recovery of caution money deposit from research scholars and fellows may be waived by the Director in special cases, subject to the production of surety from a responsible permanent employee of the Institute or Government.

The caution money is refundable to students, scholars andfellows after deduction of relevant dues, if any, within four years of their leaving the Institute. If no claim for refund is received within the period, the caution money shall be credited to the I nstitute Fund. The Director may, for sufficient reasons investigate and entertain claims for refund of caution money after the expiry of this period.

t(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 of Re.1 provided he clears his dues before the end

* Substituted vide Ministry of Education letter No. F. 24-50/65-T.6, dated 28th October, 1963.

t Added vide Ministry of Education letter No. F. 11 -3/70-T.6, dated 31 st May, 1971. Effective from May 27,1971.

}: Substituted vlda Minislry of Education letter No.11-7/76-T.6, dated 26th October, 1977. Effective from October 22,1977.

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.

The Director may waive the recovery of delay tines 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 orders, 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 a residential institution and all students, research scholars and research fellows shall reside in the Halls of Residence and Hostels built by the Institute for the purpose.

In exceptional cases, the Director may permit a student, scholarorfeltowto reside with his parent or guardian, but where any such permission is accorded to a student, scholar or fellow, such student, scholar orfellow, as the case may be, shall be liable for the payment of such seat rent as he would have been liable forthe payment of seat rent had he resided in the Hostel.

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

(3) For each Hall of Residence there shall be a Warden and such number of Assistant Wardens andotherstaff as maybe determined by the Board fromtime to time.

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

(5) Wardens and Assistant Wardens shall be entitled to rent-free unfurnished quarters corresponding to the type of quarters to which they are normally entitled as teachers of the Institute. In addition, they shall be paid an allowance of Rs. 50 per mensem, provided that in case a Professor is appointed as Warden, he shall not be entitled to receive any allowance.

(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 forthe conferment of honorary degrees shall be made by the Senate and shall require the assent of the Board before submission to the Visitor for confirmation. Provided that in cases of urgency, the Chairman may submit on behalf of the Board, such proposal to the Visitor.

• Added vide Ministry of Education letter No. F.I 1-3/70-T.6, dated 31st May. 1971. Effective from Mav

APPENDIX I

Form I—Option

[See Statute 16B(2)]

I _____ an employee of the Indian institute of Technology-_____—hereby elect to be oovemed by General Provident Fund-oum-Penslon-cum-Graturly Scheme as laid down In Statute 16Band Schedule 'F to the Statutes of the Institute and relinquish my claim to be oovemed by all the terms and conditions Including that of retirement benefits which were applicable to me Immediately before the 1st January, 1971.1 am aware of this fad that this election is final and that It ahall take effect from the 1st January, 1971.

Signature—>_____
(Thumb Impression, H Illiterate)
Designation. . . . . .,™

Date of election—,_____

Witnesses:

(1)_____

(2)_____.____

Form ll—Option

[See Statute 16B(4)J

1_____-anemployeeol the Indian Institute of Technology _____hereby elect to be governed by General Provident Fund-cum-Penslon-cum-Graturty Scheme as laid down In Statute 18B and Schedule 'F' to the Statutes of the Institute and relinquish my claim to be governed by all the terms and conditions including that of retirement benefits which were applicable to me Immedh ately before the 1st April, 1970.1 am aware of this fact that this election is final and that It shall take effect from the 1st April, 1970.

Signature____™.___™.„ .....
(Thumb Impression, If Illiterate)
Designation-.™.____„„„„ _____

Date of election._____

Witnesses:

(1)_____

(2)_____.

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-curn-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 witnesses to the signature :

1_____

2_____

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•APPENDIX II

GPF-cum-Penslon-cum-Gralufty Scheme

(See paragraph 19)

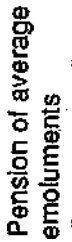
Completed six monthly periods of qualifying service		Scale ot gratuity or pension	Maximum pension (in rupees per annum)
1	\-	(a) Gratuity;nonths emoluments	
2	1 J		
3	***vi***		
4	2		
5	2%		
6	3		
7	$3V_2$	«	
8	4		
9	4%		
10	4%		
11	$5V_B$		
12	$5V_a$		
13	5%		
14	$6V_4$		
15	$6^{fl}/_e$		
16	7		
17	*y*\	»	
18	***1***		
19	$8V_B$		
		(b) Pension ol average	
20	"/wins	emoluments	3,750,70
21	10%/80ths		3,937.50
22	11/80ths	«	4,125.00
23	nVj/BOths	»	4,312.50
24	12/80ths		4,500.00
25	12%/80ths		4,687.50
26	13/80ths		4,875.00
27	13'veoths		5,062.50
28	14/801hs	*	5,250.00
29	14 V^Oths		5,437.50
30	15/BOths		5,625.00

* Substituted vide Mnistry of Education tetter No. F. 11-076-T.6, dated 1st TanwryT 1 « f t

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Pension of average emoluments



APPENDIX III

Commutation Table

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

(See paragraph 20)

Age nsxi birthday	Commutation value exp-ressed as number of years purchase	Age next birth-day	Commutation value exp-ressed as number of years purchase	Age next birth-day	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**	56	10.62	81	3.83
36	**16.62**	59	10.29	82	3.62
37	**16.42**	60	9.97	83	3.42
38	**16.20**	**61**	9.64	84	3.23
39	**15.98**	**62**	9.31	85	3,04

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APPENDIX IV

Scale of Injury Gratuity and Pension

(See paragraph 29)

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

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APPENDIX V

Classification of Injuries

[See paragraph 82(3)]

Equal to loss of limb

Bemiplegia without aphasia

Permanent use of tracheotomy tube

Artificial anus

Total deafness of both ears

Very severe

Complete unilateral facial paralysis, likely to be permanent

Lesion of kidney ureler 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, temporo-maxillaryorrigidityof the dorsilumbar or cervical section of the spine.

Partial toss of vision of one eye.

Destruction or loss of the testicle.

Retention of foreign bodies not causing permanent or serious symptoms.

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APPENDIX VI

Forms of Nomination for General Provident Fund

FORM I

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

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

Name & Address of the nominee	Relation-ship with subscriber	Age	Contingencies on the happen-ing of which the nomination shall become Invalid	Name, address and rela-tionship of the person if any, to whom the right of the nominee shall pass In the event of the nominee predeceasing the subscri-ber

IndiaCode

Dated this- -day of_ .19.

Two witnesses to signature

1..

2..

Signature of the Subscriber

Designation———————

Department———————:—

FORM 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 Paragraph 5(1) of the General Provident Fund-cum-Pension-cum-Gratuity Rules of the IndlarTlhstitute 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 arid direct that the said amount shall be distributed among the said persons In the manner shown below against their names :

Names & addresses of the nominees	Relationship with subscriber	Age	•Amount or 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 or persons, if any, to whom the right of the nominee shall pass In the event of the nominee's predeceasing the subscriber

IndiaCode

Dated this. _day of, -19 .at.

Two witnesses to signature:

1_____

Signature of the Subscriber

Designation_____

Department_____

* This column should be filled in so as to cover the whole amount (haf may stand to ihe credit of the subscriber in the Fund at any time.

FORM III

[See paragraph 5(1)]

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

I having no family as defined in Paragraph 5(1) of the Genera! Provident Fund-cum-Pension-cum-Grafuity Rules of the Indian Institute of Technology, hereby nominate the person mentioned betow, 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 & address of the nominee	""Relation-ship with subscriber	Ags	'Contingencies on the happen-ing of which the nomination shall became invalid	Name, address and relationship of the person or persons, if . any, to whom the right of the nominee shall pass in the event of the nominee's predeceasing the sub-scriber

IndiaCode

Dated this- _day of- .19. .at-

Two witnesses to signature :

1..

2..

Signature of the Subscriber

Designation

Department

' 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.

FORMIV

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

I, having no family as defined in Paragraph 5(1) of the General Provident Fund-cum-Pension-cum-Gratuity Ruies 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 ;

Names & addresses of the nominees	Relationship with the subscriber	Age	"Amount of share of accumulation to be paid to each	tContingencies 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 In the event of the nominee's predeceasing the subscriber

IndiaCode

Dated this- -day of- -19- .__ at..

Two witnesses to signature :

1. Signature of the Subscriber

2,. Designation

Department

* 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.

t 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.

FORMV

Nomination for Death-cum-Retiremem Gratuity

(See paragraph 22)

When the member of staff 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 rights to receive on my death gratuity which having become admissible to me on retirement may remain unpaid at my death :

Name & address of the nominee	Relation-ship with member of staff	Age	Contingen-cies on the happening of which the-nomination shall become invalid	Name, address and re-lationship of the person or persons, if any, to whom the right confer-red on the nominee shall pass In the event of the nominee prede-ceasing the member of staff or the nominee dying after the death of the member of staff but before receiving pay-ment of the gratuity.	Amount or share of gra-tuity payable to each

Indiacode

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

Dated this- . day of- -19. -at

Two witnesses to signature :

1._____ Signature of member of staff

2 -

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

FORM VI

Nomination **for** Death-cum-Retirement **Gratuity**

(See paragraph 22)

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 specified below, any gratuity which having become admissible to me on retirement may remain unpaid at my death :

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

Indiacode

This nomination supersedes the nomination made by me earlier on_____which stands cancelled.

MS. The member of staff shall draw line 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_____ Signature of member of staff

2_____

Nomination by_____ Signature of Registrar

Designation_____ Date_____

Note 1. Fourth column should be filled in so as to coverthe whole amount of gratuity.

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

FORM VII

Nomination for Dealh-eum-Retirement Gratuity

(See paragraph 22)

When the member of staff has no family and wishes to nominate one person

I, having no family, hereby nominate the person mentioned below and conferon 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	Relation-ship with member of staff	Age	Contingencies on the happen-ing of which nomination shall become invalid	Name, address and re-lationship of the person or persons, if any, to whom the right confer-red on the nominee shall pass in the event of the nominee prede-ceasing the member of staff or the nominee dying after the death of the member of staff but before receiving pay-ment of the gratuity	Amount or share of gratuity payable to each

Indian Navy

This nomination supersedes the nomination made by me earlier oru -which stands cancelled.

Dated this- -day of- -19 -at.

Two witnesses to signature :

1_____ Signature of member of staff

Signature of Registrar

Date_____

Nomination by.

Designation—

Department___

FORM VIII

Nomination for Death-cum-Retirement Gratuity

(See paragraph 22)

When the member of staff 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 :

Names & addresses of nominaes	Relationship with member of staff	Age	'Amount or share of gratuity payable to each	Contingencies on the happen' ing of which the nomination shall become invalid	Name, address & relationship of person or persons, if any, to whom the right conferred on the nominee shall pass in the event of the nominee predeceasing the member of staff or the nominee dying after the death of the member of staff but before receiving payment of the gratuity	tAmount or share of gratuity payable to each

IndiaCode

This nomination supersedes the nomination made by me earlier on_____ -which stands cancelled.

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

Dated this. **_day oL** **.19.** at.

Two witnesses to signature

1_____

2_____

Signature of member of staff

Dated_____

Nomination by_____

Designation_____.

Department_____

Signature of Registrar

Date_____

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

tThe amount/share of gratuity shown in this column should cover the whole amount of share payable to the original nominees.

FORM IX

Nomination for Family Pension

(See paragraph 22)

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

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

IndiaCode

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

N.B.: The member of staff 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 member of staff

Nomination by———————

Designation———————

Department———————

Signature of Registrar

Date

FORM X

Form of Application for Injury Pension for Gratuity

(See paragraph 37)

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

Place_____

Dale———————

Signature of applicant

Special remarks, if any, by member of the staff in charge of the department/section/office

Signalure

' If not known sxactly, must bo stated on the best Information or estimator

IndiaCode

FORM XI

Form of Application for Family Pension

(See paragraph 37)

Application for an extraordinary pension for the family ot late _____ kilted, or died or injuries received as a result of special risk of office

Submitted by the description of claimant	**1.**	Name and residence, showing village and perganah
	2.	Age
	3.	Height
	4.	Mark of identification
	5.	Present occupation and pecuniary circumstances
	6,	Degree of relationship to deceased
Description of deceased	7.	Name
	8,	Occupation and service
	9-	Length of service
	10.	Pay when killed
	11.	Nature of injury causing death
	12.	Amount of pension or gratuity proposed
	13.	Place of payment
	14.	Date from which pension is to commence
	15.	Remarks

	Name	*Date of birth by Christian era*
Names and ages of surviving kindred of deceased	Sons	
	Widows	
	Daughters	
	Father	
	Mother	

Signature of claimant

Place

Date

Signature of member of staff in charge of the department/ section/office

Place-

Date -

Note: If the deceased has left no son, widow, daughter, father or mother surviving him, the word 'none' or 'dead' should be entered opposite to such relative.

FORM XII

Form to be used by Consulting Medical Officer when Reporting on Injuries

(See paragraph 37)

Confidential Report of the Consulting Medical Officer on the present state of the injury sustained by disease contracted by -——————————at——————————(Place of injury, etc.) on——————.— (date of injury, etc.)

(a) State briefly the circumstances under which the injury was sustained/ disease was contracted.

(b) What is the present condition of the member of the staff?

(c) Is the present condition of the member of the staff wholly due to the injury/ disease?

(d) If not, state to what other causes it Is attributable, in the case of disease, from which date does it appear that the member of the staff has been incapacitated?

The opinion of the Consulting Medical Officer on the question below is as follows :

Part 'A' — First Examination

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

Yes No

1. Is the injury :

(f) (a) the loss of an eye or limb?

(b) the loss of more than one eye or limb?

(ii) more severe than the Joss of an eye or a limb?

(iii) equivalent to the loss of an eye or a limb?

(iv) very severe?

(v) severe, but not likey to be permanent?

(vi) slight but likely to be permanent?

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

(a) has the member of the staff likely to remain unfit for duty?

(b) is the member of the staff likely to remain unfit for duty?

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

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Part '8'~ Second or Subsequent Examinations

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

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

Signature of Consulting Medical Officer

Dated

Instructions to be Observed by the Consulting Medical Officer in Preparing the Report

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

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

3. Inansweringthequestionsintheprescribedform he wlllconflne himself exclusively to the medical aspect of the case and will carefully discriminate between the unsupported statements of the member of the staff and the medical and documentary evidence available.

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

Edited and produced by Nirmal Singh, Public Relations Officer, for and on behalf of l.l;T. Delhi, and printed at Calcutta Glris Halftone Co. D-20 South ExM. New Delhi-110 048.

'SCHEDULE A

CONTRACT OF SERVICE

[See Statute 7(3) 9(3) in case of Kharagpur

An Agreement for service made this.....day of.....one thousand nine hundred.....between.....(hereinafter called the appointee) of the one part and the Indian Institute of Technology, Kharagpur/Bombay/ Madras/Kanpur/Delhi, incorporated under the Institutes of Technology Act 1961 (Act 59 of 1961) as amended by the institutes of Technology (Amendment) Act, 1963 (Act 29 of 1963) (hereinafter called the Institute).

WHEREAS in terms of Section 17(1) of the Institute of Technology Act, 1961 (hereinafter called the Act) and Statute 15(3) of the Statutes of the Institute 17(3) in case of Kharagpur (hereinafter called Statutes), the Council of the Institutes of Technology referred to in the Act (hereinafter called the Council) with the approval of the Visitor, has been pleased to approve the appointment of the appointee as the Director of the Institute on contract for.....years and the appointee has accepted such appointment upon the terms and conditions hereinafter appearing NOW THESE PRESENTS WITNESSETH and the parties hereto respectively agree as follows :

(1) This agreement of service shall be deemed to have been entered into subject at all times to the provisions of the Act and Statutes covering the Institutes as in force from time to time as applicable to permanent confirmed employees.

(2) The appointee shall be in 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 Directorof 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 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.

* Incorporated vide Ministry of Education letter No. F.10-1/75-76, dated 26th November, 1976. Effective from November 20,197$.

(5) During the periodof his service except in respect of any period of suspension and also of any period of leave without pay, the appointee shall be entitled subject to the Indian Income Tax to an initial pay of Rs.....in the scale of Rs.....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 Aliowance 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 employer of any other NT and enjoying the benefits either under C.P.F-cum-Pension-cum-Gratuity Scheme or G.P. Fund-cunvPension~cum-Gratuity Scheme, he shall join the corresponding Scheme of the Institute with transfer of his 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-Graturty 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 Institute, service to which he may for the time being belong and 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.

(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 Governors of the Institute.

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

(11) The appointee shad 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 agreementthe appointee will be governed by the said Institute of Technology Act, 1961 or any modification thereof for the time being in force and the Statutes made thereunder for time being in force.

IN WITNESS WHEREOF on the day and the year first above written, the Chairman of the Board of Governors of the Institute has hereinto set his hand and the appointee has hereinto set his hand.

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 in the presence of Signature of witnesses with addresses.

Director I.I.T.....

1. _____

2.

SCHEDULE AA*

INDIAN INSTITUTE OF TECHNOLOGY DELHI

Medical Attendance and Treatment including Reimbursement of Medical Expenses incurred by the Members of the Statf 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,

(b) retired members of staff, and

t(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 carrying a scale of pay, the initial salary of which is Rs. 110 p.m. or above but less than Rs. 400 p.m.	J	Group B
(3) Those holding posts carrying a scale of pay, the initial salary of which is less than Rs. 110 p.m.	] J	Group C

3. In this Schedule unless there is anylhing repugnant in the subject or context-

fa) "Authorised Medical Attendant" means

(1) In respect of members of the Institute belonging to Group A	Medical Adviser of the Institute and in his absence the Medical Officerof the Institute.

•Re-lettered vide Ministry of Education letter No. F.10-1/75-T.6, dated 26th November 1976. Effective from November 20,1976.

tSubsBtuted vide Ministry of Education letter No. 11-6/6S-T,6, dated 14th January, 1969.

(2) In respect of members of the Institute belonging to Group B	Medical Officer of the Institute.
(3) In respect of members of the Institute belonging to Group C	(j} For ,hose be|0nging t0 Group A of para 2 : Cnjef or Princjpal Medfca| Officer of Govt, in *a* District or Presidency Surgeon or Govt. Medical Officer or equivalent rank in a city.
(4) In respect of members of the Institute on duty or on leave in India (Outside headquarters)	(ii) For those belonging t0 Groups B *&* C of para 2 : Assistant Surgeon of Govt. in a District or Govt. Medical Officer or equivalent rank in a city.

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

(c) The term "family" shall mean wife or husband of a member of staff, as the case may be, and parents, children and step-children wholly dependent on the member of the staff.

(d) The term "leave" includes vacation.

4. Cost of reimbursement of expenses incurred by the members of the staff in connection with medical attendance and treatment of themselves and their families will be reimbursed in accordance with the scale prescribed by the Board fro m 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 member of the staff or at the consulting room of the authorised medical attendant by arrangement with him.

(ii) Medical treatment means the use of all medical and surgical facilities available at the hospital in which the individual is treated and it includes:

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

(b) the supply of such medicines, vaccines, sera orothertherapeutic 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 hospitals;

(d) Such accommodation as Isordinarily provided in the hospital and is suited to his status;

(e) such nursing as is ordinarily provided to in-patients by the hospital;

(f) specialist consultation on the advice of the authorised medical attendant;

(g) it does not include diet orprovision 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.

Notes: (1) The refund of the cost of preparations which are not medicines but are primarilyfoods, tonics, toilet preparations ordisinfectants as issued by Director General of Health Services from time to time is no! admissible.

(2) Refund in respect of mixtures prescribed by the Authorised Medical attendant will be allowed till such time the Institute has its own dispensary for such purposes.

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

*(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 jaw bone disease wholesale removal ol teeth, etc. It does not include scaling of teeth, treatment for pyorrohoea 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.

'Substituted vide Ministry of Education letter No, F. 11-8/78-T. 6, dated 1st October 1930 Effective from September 29, 1980. \

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 up to 25 per cent of his monthly pay for the period forwhich special nursing was necessary, the rest being borne by the Institute.

9. If the authorised medical attendant is of the 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 attendance is required forthe 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 forthe j'ourneys to and from the headquarters of the specialist or other Government Medical Officer.

11. A specialist or other Government Medical Officer summoned under clause (b) of paragraph 9 shall on production of a certificate in writing by the authorised medical attendant in this behalf be entitled to travelling allowance for the journeys 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 to 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 hospitalf ree of charge underthe 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 prescribed by the Board of Governors in this behalf, be reimbursed to him by the Institute.

14. If the authorised medical attendant isot the opinionthat owingto the severity of the illness, apatient(memberof the staff) cannot be given treatment at the authorised hospitals the patient may receive treatment at his residence.

15. In the case of the individual receiving treatment at his residence referred to in paragraph 14 he shall be entitled to receive towards the cost of such treatment incurred by him a sum equivalent to the cost of such treatment as he would have been entitled, free of charge, to receive under his 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 the members of the staff, the 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 or when the patient is undergoing treatment at the out-patient department or as in-patient of the hospital on the recommendation of the authorised medical attendant.

Notes: (1) 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 the member of ihe staff as provided under paragraph 3(4) for the member of the staff himself.

(2) The concession contained in note (1) above is not to be given in a case where a memberof 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 thef amily 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 headquarters) may receive medical treatment as an in-patient or out-patient fn a 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 member of the staff orthewifeofamalememberofthe staff inahospital, pre-natal and post-nataltreatment at the residenoe of the member of the staff is not allowed.

Note: Anaestheticfees& charges forpre-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 claim bills for reimbursement of medical expenses, namely:

(i) The bills should be duly supported by the 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 reimbursement for the cost of those medicines that are included in the list of excluded medicines and preparations as shown in the Central Government Compilation of Medical Attendance Rules and Orders, as amended from time to time is not allowed.

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

(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 cost of admissible items is claimed.

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

22. Bill 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 Dy. Director and the Registrar.

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

SCHEDULE B

INDIAN INSTITUTE OF TECHNOLOGY DELHI

[See Statute 13(17}

Conduct Rules

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 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 dependent on him and in relation to an employee who is a woman, the husband residing with and dependent on her, and

(ii) any other person related, whether by blood or by marriage to the employee or to such employee's wife or husband and wholly dependent on such Institute employee, but does not include a wife or husband legally separated from the employee or child or step-child who is no longer in any* way dependent 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 the competent authority, beyond scheduled working hours and on closed holidays and Sundays. These duties *inter alia* shall include attendance at meetings of committees to which he may be appointed by the Institute.

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(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 trie period of his absence from station.

4. Taking Part In Politics and Elections

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

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

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

(1) No employee shall, except with the previous sanction of the competent authority, own wholly or in part, or conduct, or participate in the editing or managing of any newspaper or other periodical publications.

(2) No employee shall, except with the previous sanction of the competent authority or any other authority empowered by it in this behalf, or in the bonafide discharge of his duties, participate in a radio broadcast orcontribute any article orwrite 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 woiks 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 things.

Publication of articles relating to India's boundary areas and the tribal population in such area 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 effecl of an adverse criticism of any current or recent policy or action of the Institute; or

(ii) which is capable of embarrassing the relafions between the Institute and the Central Government or any State Government or any other Institution or Organisation or members of the public.

Providedthat nothing in this paragraph shall apply to any statements made or view expressed by an empioyeeinhisofficial capacity orin the due performance of the duties assigned to him.

7. Evidence before Committee or any other Authority

(1) Save,- e.s 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 enquiry; or

(c) evidence given in any departmental enquiry ordered by the Institute authorities.

s. 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 offfcal document or information to any person to whom he is not authorised to communicate such document or information.

9. Girts

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

Publication of articles relating to India's boundary areas and the tribal population in such area is prohibited without previous permission of the competent authority.

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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 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 orview expresses by an employee in his official capacity arinthe due performance of the duties assigned to him.

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(1) Sav& 35 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 enquiry; or

(c) evidence given in any departmental enquiry 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 offical 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 anygift or more than trifling value. The interpretation of the term 'trifling value' shall be the same as laid down in the Government Servants Conduct Rules.

10. Private Trade 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 as regards acceptance of remuneration as may be laid down by the Board.

11. **Investments,** Lending & **Borrowing**

(1) No employee shall speculate in any business norshall he make or permit his wife orany member of hisfamilyto 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 norshall 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 proceedings 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 8 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 Valueable 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 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, eitherin 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 Employees

Mo employee shall, except with the previous sanctionof 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 or any act done by him in his private capacity.

15. Marriages etc.

An employee intending to marry a person who holds a 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 underthe personal and religious lawforthe time being applicable to him and violation of these rules will 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 hts 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 other 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.

SCHEDULEC

INDIAN INSTITUTE OF TECHNOLOGY DELHI

[See Statute 16(1)]

Contributory Provident Fund of the Indian Institute of Technology Delhi

1. Application

(1) The provisions contained In this Schedule shall apply to :

(a) every employee of the Institute who Is permanent as on the date of commencement of this schedule;

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

*{c) re-employed pensioners subject to the conditions prescribed 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 Institute 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.

fArrears of subscriptions in such cases may be paid In not more than 12 monthly Instalments for each year of service. The Institute's contribution Is to be credited to the account of the subscriber at the end of each financial year to the extent of his own subscription during the year subject to final adjustment after arrears are realised In full.

$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, commence from the actual date of the subscriber joining the Fund.

*** Inserted vide Ministry of Education letter No, F. 7-7/63-T.6, dated 15th March, 1965.**

t Amended vide Ministry of Education letter No. F. 7-7/83-T.6, dated 15th March, 1966.

$ Added vide Ministry of Education letter No. F. M-44/66-T, 6 dated 12th December, 1868, Effective from Decembers, 1968

***(3) K an employee admitted to the benefit of me Fund was previously a** subscriber to any Contributory/Non-contributory Provident **Fund of the** Central Government/State Government or of a body corporate **owned or** controlled by Government or an autonomous organisation **registered under the** Societies Registration Act, 1860, the amount of his accumulations in such Contributory or the Non-contributory Provident Fund, **shall be transferred to** his credit in the Fund.

(4) Evsry employee of trie 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.

2. Definitions

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 a male subscriber the wife or wives and children of a subscriber, and the widow, orwldows 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 subscribersubsequently indicates by express notification in writing to the Registrar mat 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 mat 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.

• Subitltiitad vide Mlnistiy of Educalion letter No. F. 11-7/68-T. 6, dated 9th May, **1968. Effeetiv* from May 7,1969,**

Notes: I. "Children" means legitimate children.

II. "An adopted child" shall be considered*: be a child when the Registrar, or if any doubt arises Inthe mind of the Reolstrar, 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 the 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;

{vl) "Fund" means the Contributory Provident Fund of the Institute;

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

(vfil) "Pay'meansthe amourrtdrawnmonthlybyanemptoyeeofthe Institute as—•

(a) 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;

(b) special pay and personal pay;'and

(c) 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.

3. Constitution and Management of **the** Fund

*(1) The Fund, which shall be maintained in rupees shalf 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 (l) 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 rIndia. The deposits Shalt be made as soon as possible after the monthly accounts are closed.

*** Substituted vide Ministry of Education latter No. 11-5/6S-T. 6, dated 6th May, 1080. Effective from May 3,1969.**

*(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 maybe notified In this regard from time to time, the interest or profit realized on such Investments being credited to the Institute as miscellaneous receipts. All Investments and securities shall be held in the name of the Institute.

4. Nomination

(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 orhavingbecome 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, shaB, if the amountto his credit insuchotherfund has been transferred to his credit in this Fund, bedeemedto be anomination duly made under this rule until he makes a nomination in accordance with this sub-para.

fNote: In this rule, unless the context otherwise requires, 'person" or 'persons' shall include a company or association or body ot individuals, whether incorporated or not.

(2) lfasuoscrtoernomiratesrnorethanonepersonundersut>para(1)ıheshall specify In the nomination the amount or share payable to each of the nominees in such manner as to cover the whole of the amount that may stand to his credit in the Fund at any time.

(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 lo the Registrar.

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

• SubstifcjMd wte MMsiiy of Education letter No. 11-5/69-T.6. dated 6th May 1969. Effective from May 3,1969. Re-substitutod vtds Minisby of Education later No. J. 1 lot 1/7/77/T. 6, dated aothJuly. 1979. Eltective from June 25,1979.

t Intened vkte Ministry of Education letter No. 11-1/66-T.B, dated 1i#3rd February, 1967.

(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 otherpersonor persons shall if the subscriberhas other members of his family, be such other memberor 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 ofacontIngencyspeclfiedtherelnjprovIdedthat If at the time of making the nomination the subscriber has no family, he shall provide in the nomination that it shall become Invalid inthe event of his subsequently acquiring a family.

Provided further that If at the time of making the nomination the subscriber has only one memebr of the family, he shall provide in the nomination that the tight conferred upon the alternate nominee under clause (a) shall become Invalid in the event of his subsequently acquiring other members or member 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) orthe provisions thereto, the subscriber shail 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 uptodate Register shall be maintained by the Institute to record all nominations.

5. Subscriber's Accounts

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 para 9 by the Institute to his account;

(ilf) Interest, as provided by para 10, on subscription;

(iv) interest, as provided by para 10, on contributions; and

(v) advances and withdrawals from his account,

Conditions and Rates of Subscriptions

(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 subscrlberon 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 lo the Registrar before or soon after proceeding on leave.

Failure to make due and timely intimation shall be deemed lo constitute an election to subscribe. The option of a subscriber intimated under this sub-para shall be final.

(3) A subscrtberwho has, underpara 29, withdrawn the amount of subscriptions and interest thereon, shall not subscribe to the Fund after such withdrawal, unless he returns to duty.

(1) The amount of subscriptions shall be fixed subject to the following conditions :

(a) It shall be expressed in whole njpees (50 Naye Paise and above counting as the next higher rupee).

fb) It may be any sum, not less than V_3% of emoluments of the subscriber and not more than his emoluments.

(2) For the purposes of clause (b) ol sub-para (1) the emoluments of a subscriber shafl be—

(a) inthecaseofasubscrberwhohasinpennanentserviceofthelnstitute on the 31 st March of the preceding year, the emoluments to which he was enttted 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) Theamoui^ofsutecripttonsofixedmaybeenhancedorreducedonlycmice during the course of a year. Provided that If a subscriber is on duty f or 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 shaH 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 inthe same manneras if he were rot so transferred or sent out.

Realisation of Subscriptions

(1) When emoluments are drawn from the Funds of the Institute, recovery of subscriptions on account of these emoluments and of the principal and Interest of advances shall be made from the emoluments themselves.

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

Contributions by the Institute

(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 furthertiiat no contribution shallbe payable in respect of anyperlod 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 $8V_3$ 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 (SO Naya Palse and above counting as the next higher rupee).

Interest

(1) The Institute shall pay to the credit of the accounts 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 31 st March of each year in the following manner:

(I) on the amount of the credit of a subscriber on the 31st March of the preceding year, less any sums withdrawn during the current year* Interest (or twelve months;

(ii) on sums withdrawn during the current year-interest from the 1st April of the current year up to the last day of the month preceding the month of withdrawal;

(iii) on all sums credited to the subscriber's account after the 31 st March of the preceding year, interest from the date of deposit up to the 31 st 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 to the credit of a subscriber has become payable, interest shall thereupon be credited under this sub-para in respect only of the period from the beginning of the current year or from the date of credit as the case may be up to the date on which the amount standing to the credit of the subscriber becomes payable.

(3) Forthe 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 the subscriber and consequently in the recovery of this subscription towards the Fund, the interest on such subscriptions shall be payable from the month in which the pay or leave salary of the subscriberwas due, Irrespective of the month in which itwas actually drawn.

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

11. Advance from the Fund

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

(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 :

(i) to pay expenses 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 education of the applicant or any person actually dependent on him;

(Hi) to pay obligatory expanses 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 beyond the high-school stage. '

Provided that the duration of the course of study Is not less than three years.

iyl) 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;

(vll) 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;

*(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 plotora'readybulttflatbyaStateHouslngBoardorHouseBulldlngCo-operative Society.

Note: An advance under sub-clause (vl) above shall be available to the applicant In addition to any advance admissible for the same purpose from any other Government source but advance under the said sub-clause shall not be admissible to a subscriber either in respect of any legal proceedings instituted by him in any court of law against the Government/Institute as regards any penalty Imposed on him or any condition of service or In respect of any legal proceedings in regard to any matter unconnected with his official duties.

t(a) 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);

(b) Any advance shall not, except for special reasons, exceed three months' pay, and shall In no case exceed the amount of subscription

* Added vide Mnlatry of Education letter No. F-11-3/80-T.S, dated 24th Maroh. 1982. Effective from March 15,1982.

t Inserted vide Ministry ot Education letter No. F-11-L/70-T.S, dated 29th June, 1071. Effective from June 22,1971.

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 reasons.

(e) An application fortemporary advance from the Fund shall be submitted in the form set forth in Appendix IV.

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

(2) AtemporaryadvancefromtheFundtotheDirectorsriall require thesanction 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 instalmfints than that prescribed. Each instalment shall be a number of whole rupees, the amount of advance being raised or reduce!, if necessary to admit of the fixation of such instalment.

** (2) Recovery shall be made in the manner provided in paragraph 8 for the realisation of subscription and shall commence with 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 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) Afterthe principal of the advance has been fully repaid, interest shall be paid thereon at the rate of one-fifth per cent of the principal for each month or broken part of a month during the period between the withdrawal and complete repayment of the principal.

t Amended vkfa Ministry of Education fetter No. F. 11-U70-T. 6, dated 29th June, 1871 Effective from June 22,1971.

'' Substituted vide Ministry of Education letter No. F. 24-3/65-T. 6, dated 10th January, 1968.

(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 desired be recovered in two equal monthly instalments. The method of recovery shall be that provided in sub-para (g). Payment shall be rounded 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.

14. Withdrawal from the Fund

"Subject to the conditions specified hereunder, in the case of withdrawal made by the Director from the Fund may be sanctioned by the Chairman and by the Director in any other case at any time:

(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) lor meeting the cost of higher education, including where necessary. the traveffing expenses of the subscriber or any chad 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;

(if) for meeting the expenditure in connection with the betrothal/marriage of the subscriber on his sons or daughters, and any other female relation actualy dependent on him;

(W) for meeting the expenses in connection with the Blness 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 ol fifteen years of service (including broken period of service, if any) of a subscriber or within ten years before the date of his retirement on superannuation, whichever is earfier, from the amount standing to his credit in the Fund for one or more ol the following purposes, namely:

*** SubMiWtedvideMWWy of Educate! letter No. F-11-awO-T. 6, doled 24lh March, 19B2. Effective from March 15.1962.**

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

(il) 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 tor his residence or repaying any outstanding amount on account of loan expressly taken for this purpose;

(lv) 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 aplaceotherthan the place of duty;

<vi) for constructing a house on a plot of land purchased under clause (c);

(c) within six months before the date of the subscriber's retirement, from the anwumstarHjr^tohisCTeditlntneFundfOTtnepuiposeofacquiringafarrn land or business premises or both.

15. (1) Anysumwithdrawnbyasubscriberatany one time for one or more of the purposes specified in para 14 from the amount standing to his credit in the Fund shall not ordinarily exceed one-half of the amount of subscriptions and interest thereon standing to the credit of the subscriber in the Fund or 6 months pay, whichever is less. The sanctioning authority may, however, sanction the withdrawal of an amount in excess of this Bmit up to three-fourths 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 made, (ii) the status of the subscriber; and (in) the amount of subscriptions and interest thereon standing to the credit of the subscriber in the Fund.

(2) A subscriber who had been permated 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 tai the money has been utilised for the purpose for which it was withdrawn, and if he fails to do so, the whole of the sum so withdrawn or so much thereof as has not been appfied forthe purpose for which ft was withdrawn shall forthwith be repaid in one tump 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 snail be ordered by the sanctioning authority to be recovered from his emoluments either in a tump sum or in such number of monthly Instalments as may be determined by the Institute.

16. Asubscriberwhohasalreadydrawnormaydrawinfutureanadvance under para 11 for any of the purposes specified inclause (a), (b) and (c) of sub-para (1) of para 14 may convert, at his discretion, by written request addressed tothe Accounts Officer through the sanctioning authority the balance outstanding against it into a final withdrawal on his satisfying the conditions laid down in paras 14 and 15.

17. Payments towards Insurance Policies and Family Pension Funds

On written application from a subscriber to the Fund and subject to the conditions contained in paras 18 to 22.

(a) (i) subscriptions to a 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; and

(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 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 reassigned 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 (3) or 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.

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(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) or para 17 may reduce his subscriptions to the Fund within its limit.

Provided that except in the cases of subscriptions or premiums mentioned in sub-para (1) the subscribers shall send lo the Registrar, within a period of two months from the date of payment, receipts or certified copies ol receipts In orderto 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 para 17.

(3) A subscriber who desires to withdraw any amount under clause (b) of para 17 within the limit of his subscription in the Fund shall make arrangements with the Registrar for the withdrawal ol the amount lo be paid from his subscription in the Fund.

Provided that the subscriber shall send to the Registrar, within a period ol two months from the date of payment, receipts or certified copiesof receipts in order to satisfy that the amount withdrawn was duly applied tor 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 rupees rounded to the nearest in the manner provided in sub-para (5) of para 9.

20. (1) If the total amount of any subsections or payments substituted under clause (a) or para 17 is less than the amount of minimum subscription payable to the Fund under para 7, the difference should be rounded off in 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 lor the purposes of being financed from the Fund, the terms of the policy shall not be allered 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 currency is optional under the terms of the policy and the amount of any bonus which under the terms of the policy and the subscrfoer 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 applied to the Institute for reassignment or return of 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 reassignment 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-clause (ii) of clause (a) of para 17 and sub-clauses (i) and {ii) of clause (b) of para 17 with interest thereon at the rate provided in para 10.

The Registrar shall, if the policy has been assigned infavourof the Institute under para 18 reassign 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 reassignment addressed to the Insurance Company.

(2) Save as provided in sub-para (2) of para 25, when the subscriber dies before quitting the service, the Registrar shall reassign 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 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 the 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, or

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

(i) re-assign or take over the policy as provided In para 23,

(li) 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, 8 the sanctioning authority is satisfied that money withheld orwithdrawn from the Fund under clause (a) or clause (b) or para 17 has been utffised 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 tin the entire amount recoverable is paid by him.

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

27. Restrictions of the Provisions relating to Financing of Policies

The provisions contained in paragraph 17 to 26 shall apply only to subscribers who, before the date from which the Statutes came into force, have been substituting in whole or in part, payments towards policies of life insurance for subscriptions to the Fund or making withdrawals from the Fund for such payments;

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 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-

la) 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 ot 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.

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 thefamlly otherthan those specified in clauses (1), (2), (3) and (4);

Provided also that the widow or widows and the child or children of a deceased sonshall 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 sumpayable underthese rules 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 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, shaN 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 Funds Act, 1925, the amount vests in such nominee under sub-section (2) of section 3 of that Act,

When a 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 (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 person entitled to receive the amount standing to the credit of the subscriber shall be paid by the Accounts Officer an additional amount equal to the average amount of subscription and interest thereon at the credit in the account during the 3 years immediately preceding the death of such subscriber, subject to the condition that—

(a) the balance representing subscription with interest thereon at the credit of such subscriber shalinot at anytime during the 3 years preceding the month of death have fallen below the Emits of—

(0 Rs.4000/-inthecaseofasubscriberwhohasheld,lorthegreaterpart of the aforesaid period of three years, a post Ihe maximum of the pay scale of which is Rs. 1300/- or more;

(ii) Rs.2500/-inthecaseofasubscriberwhohasheld,lorthegrealerparl

* Inserted vlds fcftitstry of Education letter No. F. 16-24/78-T.6. dated 1st Much. 1979. Effective from the same date from which it is applicable to Government servants.

of the aforesaid period of three years, a post the maximum of the pay scale of which Is Rs. 900/- or more but less than Rs. 1300/-;

(iii) Rs.1S00/-inthecaseofasubscrlberwhohasheld|forthegreaterpart of the aforesaid period of three years, a post the maximum of the pay scale of which is Rs. 291/- or mora but less than Rs. 900/-;

(fv) Rs. 1000/- 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.

Notes: 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 36 months preceding the month In which the death occurs. For this purpose, as also for checking the minimum balances 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.

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 palse counting as the next higher rupee).

3. Anysumpayableunderthlsschemeisinthenatureofinsurancemoneyand, therefore, the statutory protection given by section 3 of the Provident Funds Act, 1925 (Act 19 of 1925) does not apply to sums payable under this scheme.

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, interms of options given to them to subscribe to this Fund In accordance with these rules.

5. (a) In case of employee of the Institute who has been admitted to the benefits of the Fund under Statute 16(2)/Statute 16A(1), but dies before completion of three years service or, as the case may be, five years service 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 interest have been received, shall count for purposes of clauses 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.

6. The budget estimates of expenditure in respect of this scheme will be prepared by the Accounts Officers responsible lor maintenance of the accounts of the-Fund having regard to the trend of expenditure, in the same manner as estimates are prepared lor other retirement benefits.

31. Deduction

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 thereof 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, H 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 ol 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 other benefits shall be payable—

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

00 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 credft of a subscrtoer in the Fund or the balance thereof after any deduction under para 31 becomes

* Substituted vfcte Ministry of Education tetter Ho. F. 11-S/78-T.6, dried 7ih June. 1960. Effective from June 3.1980.

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 underthat 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, underthis schedule any amount or policy Is to be paid, assigned, reassigned or delivered is a lunatic for whose estate a manager has been appointed in this behalf, the payment or reassignment or delivery will be made to such a 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: VVhenOieamountsmnolngtotheaeditofasub SOTberhasbeoomepayable 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 subscrtoer in regard to which there is no dispute or doubt, the balance being adjusted as soon after as may be.

33. Procedure

Accumulations in the Fund of which payment has not been taken within six months after they become payable underthis 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 communlcatedto him by the Accounts Officer. Any change in the numbershall 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 audBed 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 1 st April of the year, thetotal amount of deposits during the year and the dosing balance on that date.

The Accounts Officer shall attach *o the statement of account on enquiry whether the subscriber—

(a) desires to make any alteration in ?.iiy nomination made under para 4;

(b) has acquired a famfly (in cases where the subscriber has made nomlnattonln t«vouco*amemberol his family underthe provision 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 toreconcile the same for settlement to the satisfaction of the subscriber.

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APPENDIX I

[See para 1(4)]

Form of Declaration

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

Signature of subscriber

Dated this.....day of 19

Two witnesses to signature :

1.....

2.....

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APPENDIX il

Forms of Declaration

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

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

Name and address of the nominee	Relationship with subscri-ber	Age	Contingencies on the happening of which the nomination shal become invalid	Name, address, relationship of the person, if any, to whom the right of the nominee shal pass in the event of prede-ceasing the sub-scriber

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Dated this.....day of.....19

at.....

Signature of subscriber

Two witnesses to signature:

1.....

2.....

II. Whenthesubscriberhasafamllyandwlshestonominatemorethanonemember thereof.

I hereby nominate the persons mentioned below, who are members of my family as defined in para 2 of the provisions governing the Contributory Provident Fund of the Indian Institute of Technology. . . . . .to receive the amount 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;

Names and addresses of the nominees	Relation-ship with subscriber	Age	'Amount of share of ac-cumulation to be paid to each	Contingencies on the hap-pening of which the no-mination shall become invalid	Name, address and relationship of the persons, if any, to whom the right of the nominee shall pass in the event of his predeceasing the subscriber

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Dated this.. , day of. **19**

at.....

Signature of subscriber

Two witnesses to signature:

1.....

2.....

' This column should be fited in so at to cower the wholo amount that may stand to the credit of ihe subscrfcer h the Bnd at any Bme.

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

I,havingnofamilyasdefInedInpara2ot 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 ot my death before that amount has become payable, or having become payable has not been paid.

Name* and address of the nominee	Rslatlonship with subseri-bar	'Contingencies on the happening of which the nomina-tion 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

Dated this.....day ot. 19

at.....

Signature of subscriber

Two witnesses to signature:

1.....

2.....

* Where a subscriber who has no tamBy mates a nomircuion. he shal specify in this column that the nomination thai become invalid in the event ol Ns subsequently acquttig a famfly.

IV. When the stibscnber has no family and wishes to nomihate more than one person.

I,harvingnofan%as<Ieriftedinpare2of^
Provident Fund 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-:

Names and addresses of the nominees	Relationship with subscriber	Age	**'Amount of** share **of** accumulations, **to be paid to each**	**"Contingencies on happening of which the nomination shal become vaKd**	Name, address and relationship • **of the person, I any, to whom the right of the nominee shall pass in the event of his predeceasing the subscriber**

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Dated this……day of™……19

at……

Signature of subscriber

Two witnesses to signature:

1……

2.

* This column should be fiBed in so as to cover the whale amount that may stand to the credit of the subscriber In the Fund at any time.

" Where a subscriber who has no family makes a nomination shall become invalid in the event of his subsequently acquiring a family.

APPENDIX

21A

Contributory Provident Fund

Account No.....

Date of receipt of nomination.....Name.....

	YEARLY SUBSCRIPTION					INSTITUTE'S CONT.			
Month	Emolu-merits	Subs-criptron	Refunds or with-drawals	Total	With-drawals	Monthly balance on which interest is calcu-lated	**Please** see be-low	With-draw-als	**Remarks**
April									
May									
June									
July									
August									
September									
October									
November									
December									
January									
February									
March									
Journal Entries									
Total									

Balance from 19 -19.....
Deposits and refunds as above
Interest for 19 -19
Total
Deduct withdrawals as above
Balance as on March 31,19

Subscriber's emoluments drawn on duty or

Institute's cont.
on Rs.....
@8-V,%
Balance from 19 -19.....
Interest for 19 -19.....
Total. . . . . .
Deduct withdrawals
as above. . . . . .
Balance as on
March 31.19. . . . . .
Balance from 19 -19.....
Calculated by.....
Checked by.'.....

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Ledger) **(See para 5)**

YEARLY INSTITUTE'S CONT.					SUBSCRIPTIONS			
Emolu-ments	Subscrip-Hon	Refund or with-drawals	Total	With-drawals	Monthly balance on which interest is calcu-lated	Please see below	Withdra-wals	Remarks

IndiaCode

during leave or on deputation abroad

Deposits and refunds as above
Interest for 19 -19

Total
Deduct withdrawals as above
Balance as on March 31,19

Institute's com.
on Rs.....
@.8-V_3%
Balance from 19 -19.
Interest for 19 -19 .
Total
Deduct withdrawals
as above
Balance as on
March 31,19
Calculated by.....
Checked by.....

APPENDIX IV

(See para 11)

Form of application for a temporary advance from the Contributory Provident Fund

1. Name of the subscriber and his account number.
2. Designation.
3. **Pay.**
4. Balance of subscription at credit of the subscriber on the date of application.
5. Amount of advance required.
6. Purpose for which the advance is required—Para 11(a) of the Contributory Provident Fund Rules.
7. Number (and amount) of monthly instalments in which the advance is proposed to be repaid.
8. Amount of advance or advances last taken, If any. State particulars of the advance, date on which taken, Instalments of repayment and balance outstanding.
9. Whether any advance last taken Is In course of repayment of 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.

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APPENDIX IV *{Contd.)*

(Remarks of the Recommending Authority)

No. _— ..- Dated, the ——————

Fbrwaitled 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 Contrtoutory Provident Fund and is recommended, as a special case, for the———————. —————————————— sanction under para 12 *ibid.*

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

Signature——————

Designation——————

No_____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 recommendations to the Director for sanction or submit It to the higher authority, after obtaining the Director's recommendations, as the case may be.

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

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APPENDIX V

(See para 18)

Forms of Assignment

0)

I _____ of _____ hereby assign unto the Indian Institute of Technology, _____ —.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 _____

One witness to signature Signature of subscriber

(2)

We, _____ (the subscribers) ol _____ and _____ (the joint assured) of _____ in consideration of the Indian Institute of Technology, , agreeing to our request to accept payment towards the _____ within policy of assurance in substitution for the subscriptions payable by me the said _____ to the Contributory Provident Fund, Indian Institute of Technology, _____ to accept the withdrawal of the sum of Rs. _____ from the sum to the credit of the said _____ in ihe 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 _____

One witness to signature

Signature of subscribers and the joint assured.

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Note: The assignment may be executed on the policy itself either in the subscriber's handwriting or in type, or alternatively a typed or printed slip containing the assignment may be pasted on the blank space provided for the purpose on the policy. A typed or printed endorsement must be duly signed and if pasted on the policy It must be initialled across all the four margins.

(3)

I,_____wife of_____, _____and the assignee of the within policy, having at the request of_____, the assured, agree to release my interest in the policy in favour of_____In order that_____may assign the policy to the Indian Institute of Technology, _____which body has agreed to accept payments towards the wfthln 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 wfthin policy of assurance as security for payment of al 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 subscrtoer to the General Provident Fund who has effected an insurance policy under the rules ot that Fund 1$ admitted to the Contributory Provident Fund. Indian Institute of Technology.

I,_____of_____— hereby further assign unto the Indian Institute o/ Technology,_____the within policy of assurance as security for payment of all sums which under the provisions gweming me Contributory Provident Fund of the Indian Institute of Technology,_____1 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 wtthin policy exists.

Dated this——————————day of_____19

One witness to signature

Signature of subscriber

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APPENDIX VI

(See para 23)

Forms of Reassignment and Assignment by the Indian institute of Technology,

(D

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 do hereby reassign the within policy of assurance to the said_____

Dated this_____ day of_____ 19 .

Executed hy_____

_____ 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)

(2)

The above-named_____ having died on the____ day ol_____ 19 , the Indian Instifcjte of Technology, do hereby assign the within policy of assurance to*_____.____

Dated this_____ day of_____ 19 .

Executed by_____

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

(One witness who should add his designation and address)

Signature of the Registrar

-Fill in particulars of persons legaty enlilled to receive the policy.

0)

The Indian Insiilute of Technology,——————————do hereby reassign the wlhin policy 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)

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APPENDIX VII

(See para 34)

Subscriber's Statement of Account for the year ending 31.3.19

Name of subscriber^_____

Number of Account_____

Particulars	Opening balance	Depo-sits	Interest	Total	With-drawals	Closing Balance
Subscriptions and refund of with-drawals 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 will 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 thereafterthe fact **should be reported to the Registrar forthwith.**

Dated.....

Accounts Officer
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 forthe year 19_and/but do not accept the balance shown therein as correct forthe reason given overleaf.

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

SCHEDULE D

INDIAN INSTITUTE OF TECHNOLOGY DELHI

[See Statute 17(i)]

LEAVE PROVISIONS

1. Applicability

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

2. Definitions

In this Schedule unless the context otherwise requires :

(a) "Commuted Leave" means leaves as provided under paragraph 17.

(b) "Completed years of service" means continuous service of the specified duration urtderthe Institute and includes periods spent on duty as well as on deputation and extraordinary leave.

(c) "Earned Leave" means leave earned in respect of periods spent on duty.

(d) "Half Pay Leave" means leave earned in respect of completed years of service calculated according to the provisions hereinafter contained.

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

t(f) "Sabbatical Leave" means leave granted to any member of the academic staff referred to in clause (a) ol 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 Boardby the Directorand 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.

* Substituted vide Ministry of Education letter No. F. 25-1 /64-T. 6. dated 16th JulyjissT Effective from May 9, 1969.

t Inserted vids Ministry of Education letter No. F. 24-42/63-T. 6 (Vol. II), dated 26th February 1976. Effective from February 25,1976.

(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 continuat'ion of any other kind of leave, subject to any limit on the aggregate period 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 musl 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 whichcould havebeengrantedtohimunderthe 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 fromthe sanctioning authoritythat leave if applied forwou Id 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 justifiy such grant of leave.

8. Conversion of one kind of leave Into another kind

" 1 . **At** the request of a member of the staff the sanctioning authority may convert any kind of leave including extraordinary 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 amount 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 leave granted to him.

11. General

(1) Leave should always be appliedfor 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 forthe purpose of computation of leave.

*AmendedvkteMinisliyofEducaiionlettefNo.F.25-1/e4-T.6,datod16thJuly 1969 Effective from Mays, 1969.

12. Kinds of Leave

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

(a) Casual Leave
(b) Special Casual Leave
(c) Special Leave
(d) Half-Pay Leave
(e) Commuted Leave
(0 Earned Leave
(g) Extraordinary Leave
(h) Maternity Leave
(i) Hospital Leave
*(j) Quarantine Leave
*(k) Leave not due
t(I) Sabbatical Leave

13. Casual Leave

t(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.

tt(4) Omitted

* Added vide Ministry of Education letter No. F. 25-1/64-T. 6. dated 16th July, 1969. Effective from May 9,1SS9.

t Inserted vide Ministry of Education letter No. F. 24-42/63. T.6 (Vol. II), dated 26th February, 1976. Effective from February 25,1976.

* Amended vide Ministry of Education letter No. F. 25-t/64-T. 6. dated 16th July, 1969. Effective from May9, 1969.

™ Substituted vide Ministry of Education letter No. F. 25-1/64-T.6, dated 16th July, 1969. Effective from May 9, 1969.

tfOmitted vide Ministry of Education letter No. 24-39/65-T. 6. dated 14th January, 1969.

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 or to give evidence before a court of law as a witness in a civil or a criminal case in which his private interests are not at issue;

(ii) deputed to attend a reference library of other institutes or conferences and scientific gatherings of learned and professional societies in the interest of the Institute;

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

(2) The periods of such leave admissible in a year shall ordinarily not exceed fifteen days but should, however, be sufficient to cover the period of absence necessary. The conditions under which such leave will be granted will, if necessary, be laid down by the Board.

15. Special **Leave**

Members of the staff deputed for practical training in orout of India shall be entitled to special leave as may be determined by the Board In each case.

tProvided that Sabbatical Leave shall be admissible to amemberof the academic staff-

tO After the completion of six years' continuous service, or more, with the institute.

(ii) Where he avails of special leave, after the completion of six years' service or more with the Institute after his return from such special leave; but in any case such leave shall not exceed three times (inclusive of special leave in case such leave has been granted) during the entire service of such member.

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 the staff on medical certificate or on private affairs. No half pay leave may be granted to a member of the staff in temporary appointment except on medical certificate.

" Substituted vide Ministry of Education letter No. 24-39/65-T. 6, dated 14th January, 1969.

t Inserted vida Ministry of Education letter No. F-24-42/63-T. 6 (Vol. II), dated 26th February 1976-, Effective from February 25,1976.

*(3) Omitted

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

t(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:

t(a) Omitted

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

$+(2) Half pay leave up to amaximum 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 asacourse which is certified to be in public interest by the leave sanctioning authority.

18. Earned Leave

Earned Leave admissible **to**
Members of the Vacation Staff

(1) During the period of 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 return 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:

* Omitted vide Ministry of Education letter No. F. 25-1/64-T. 6, dated 16th July. 1969. Effective from May 9, 1969.

t Amended vide Ministiy ol Education letter No. F. 25-1/64-T. 6, dated 16th July, 1969. Etiective from May 9, 1969.

J Omitted vide Ministry of Education letter No. F.11-5/78-T. 6, dated 23rd February, 1979 and No. F. 11-5/78-T. 6, dated 22nd March, 1979. Effective from February 16,1979.

** Re-lettered as clause (a) and clause (b) vide Ministry of Education letter No. F. 11-5/78-T. 6, dated 23rd February, 1979 and No. 11-5/7S-T. 6, dated 22nd March, 1979. Effective from February 16, 1979.

$$ Inserted vide Ministry of Education letter No. F. 11-5/76- T. 6, dated 16th July, 1978. Effective from July 11, 1978.

Duration of duty Eligibility to earned during vacation leave on full pay

Entire vacation 30 days

Part of vacation $30 \times \frac{\text{No. of days of vacation not availed of}}{\text{No. of days of the entire vacation}}$

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.

t(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 andf irst July every year.

t(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 memberof 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 memberof 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. Exraordinary Leave

$(1) Extraordinary leave shall afways be without leave salary and may be granted when no other kind of leave is admissible or when other leave being admissible, the memberof the staff concerned specifically applied in writing for the grant of extraordinary leave.

* Amended vide Ministry of Education latter No. F. 11-4/68-T. 6, dated 15lh July, 197o. Effoclive from March 9,1970.

f Substituted vide Ministry of Education tetter No. F. 11-6/76-T. 6, dated 16th July, 1978 Effective from July 11,1978.

:£ Amended wide Ministry ol Education letter No. F. 25-1/64-T. 6, dated 16th July, 196S. Effective from May 9. 1969.

"(2) The period of extraordinary leave shall not count for increment except when such leave is granted due to sickness on medical certificate or for persuing higher studies, provided that in case of any doubt whether the extraordinary leave taken was for pursuing higher studies or not, the decision of the Chairman shall be final.

(3}{a) Except in the case of a permanent employee, the duration of extraordinary leave on any one occasion shall not exceed the following limits:

(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 admissfole to himunderthe rules and his request (or 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 extraordinary leave granted to him or where such an employee who was granted a lesser amount of extraordinary leave than the maximum amount admissible to him, remains absent from duty forany period which, togetherwith the period of extraordinary leave granted to him exceeds the limit up to which he could have been granted extraordinary 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 employment.

(4) The authority empowered to grant leave may commute retrospectively the period of absence without leave into extraordinary leave.

Note : The power of commuting retrospectively periods of absence without leave into extraordinary leave is absolute and not subject to the conditions mentioned In (i) above.

20. Maternity Leave

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

(b) Maternity leave may also be granted onfullpay in casesof miscarriage

* Substituted vide Ministry of Education letter No. F. 25-1/64-T. 6, dated 16th July, 1969. Effective from May 9,1966.

t Substituted vide Ministry of Education tetter No. F. 11 -1/80-T.6, dated 3rd November, 1980. Effective from November 1,1980.

including abortion, subject to the condition that the leave applied for does not exceed six weeks and the application for leave is supported by medicaf certificate.

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

(3) Maternity leave may be combined with leaveof 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

* (1) Hospital leave may be granted to a member of the staff under medical treatment for illness or injury if such illness or Injury is directly due to risks incurred in the course of his official duty. This concession will be available to such members of the staff, the nature of whose duties exposes them to such illness or Injury and whose appointing authority is the Director.

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

t(3) 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.

(4) Hospital leave is not debited against the leave account and may be combined with any other leave which may be admissible, provided that the total period of leave after such combination shall not exceed 28 months.

£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 in consequence of an infectious disease in his family or household. Such leave can be granted only on the certificate of a medical or public health officer. Maximum duration of Quarantine leave is ordinarily twenty one days and may be extended up to 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.

* Amended vide Ministry ol Education tetter No. F. 25-1/64-T. 6, dated 16th July 1969 Effective from May 9, 1969.

tSubstifcted vide Minfslry of Education lelter No. F. 25-1/64-T. 6, dated 16th July 1969 Effective from May 9, 1969.

t Inserted vide Ministry of Education letter No. F. 25-1/64-T. 6, dated 16th July 1969. Effective from May 9. 1969.

(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.

*21-B Leave Not Due

(1) Save as in the case of leave preparatory to retirement, leave not due may be granted to a permanent member of staff both on medical certificate and on private affairs for a period not exceeding 360 days during his entire service out of which not more than 180 days in all can be on private affairs.

(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.

T21-C Sabbatical Leave

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

(a) to conduct research or advanced studies in India or abroad;

(b) to write textbooks, standards, works and other literature;

(c) to visit or work in Industrial concerns and technical departments of Government to gain practical experience in their respective fields;

(d) to visit or work in a University, industry o? Government research laboratories in India and abroad; and

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

' Inserted vide Ministry of Education letter No. F. 25-1/64-T. 6. dated 16th July. 1969. Effective from May 9,1969.

t Inserted vide Ministry of Education letter No. F.24-42/63-T.6 (Voi. II}, dated February, 1976. Effective from February 25.1976.

(2) The grant of sabbatical leava 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 up to 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 allowance 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 fellowship or bursary or any other *ad hoc* honorarium other than his regular employment;

(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.

*(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 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 who proceeds on earned leave shall be entitled to leave salary equal to the pay drawn immediately before proceeding on leave.

*{3) A member of staff on half pay leave is entitled to leave salary equal to the half amount specified in sub-para (2)(a) or (2)(b) as the case may be subject

* Substituted vide Ministry of Education letter No. F. 11/8/6B-T, 6, dated 18th JanuaiyTTgB&and 4th February, 1969.

" SubsfitutedvideMin]stfyofEducationletterNo.F.11-5/78-T,6,datod23rd February, 1979 Effective from February 16,1979.

to a maximum of Rs. 750/- 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 leave salary equal to twice the amount admissible under sub-rule (3).

23. Increment during Leave

If the increment falls due 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 staff ceases to be in the service of the Institute if he is continuously absent from duty forfive 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**

in case an employee dies while he is in service, the cash equivalent of the leave salary that the deceased employee wduld have got had he gone on earned leave on the dale of death shal! be given to his family subject to a maximum of leave salary tor 180 days.

f26. **Cash Payment In lieu of Unutilised Earned Leave on the Date of Retirement.**

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 lumpsumas a one time settlement subject to amaximum of 180 days, and further subject to other conditions laid down by the Government from time to time.

* Inserted vide Ministry of Education letter Mo. F. 11-6/78-T. 6, dated 16th July. 1978. Effective from July 11, 1978.

f Inserted vide Ministry of Education letter No. F. 11-5/78-T, 6, dated 23rd February, 1979. Effective from February 16, 1979.

SCHEDULE E

INDIAN INSTITUTE OF TECHNOLOGY DELHI

(See Statute 10 A)

Contributory Provident Fund-cum-Gratuity Scheme of the Indian Institute of Technology Delhi

Application, etc.

(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 subscriberto 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 setforth in Appendix I that he has read this Schedule and agreed to abide by the provisions contained in It.

Definitions

In this Schedule, unless the context otherwise requires:

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

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

(lii) "Emoluments" means pay including deamess pay, If any, leave salary, or subsistence grant and includes any remuneration of the nature of pay (including deamess 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 his 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 matter 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 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 subscrtoefs family In matters to which this schedule relates, unless the subscriber subsequently cancels formally in writing her notification excluding htm.

Notes: I. "Children" means legitimate children.

II. An adopted child shall beconsidered to be a child when the Registrar, or H any doubt arises in the mind of the Registrar, the Law Officer of the Institute, is satisfied that under the personal (aw 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;

(vil) "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;

(x) "Year" means a financial year.

3. **Constitution and Management of the Fund**

(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 administerthe 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 deposit 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 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.

4. Nomination

(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 subscriber 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 subscribing before joining the Fund, shall, if the amount to his credit in such other fund has been transferred to his credit in this fund, be deemed to be a nomination duly made under this rule until he makes a nomination in accordance with this sub-paragraph.

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.

* Substituted vide Ministry of Education letter No. J. 11011/7/77-T. 6, dated 20th July, 1979. Effective from June 25, 1979.

(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 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 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 underthis 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 ft 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 *evera.* of his 'subsequrrtly 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 reasons of which the nomination becomes invalid in pursuance of clause (b) of sub-para (5) or the proviso thereto, the subscriber shall send to the Registrar a notice in writing cancelling the nomination together with a fresh nomination made in accordance with the provisions of this paragraph.

(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 ft is received by the Institute.

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

Subscribers' Accounts

All accounts shall be opened in the name of each subscriber in the Form set forth in Appendix iII, in which shall be shown—

(f) the subscribers subscription;

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

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

(fv) interest, as provided by paragraph 10, on contributions;

(v) advance and withdrawals from his account.

Condition and Rates of **Subscription**

(1) Every subscriber shall subscribe monthly to the Fund when on duty or on foreign service but not during a period of suspension.

Provided that a subscriber on reinstatement after a period passed under suspension shall be allowed the option of paying in one sum, or in Instalments, any sum not exceeding the maximum amount of arrears of subscription 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 the subscriber intimaled under this sub-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.

(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-V_3 per cent of the emoluments.

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

the emoluments to which he was entitled on the 31st March of the preceding 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 feave (or

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 foregin service (elsewhere) or sent out of India, he shall remain, subject to the provisions contained In this scheduleinthe same manneras if he were not so transferred or sent out

Realisation of Subscriptions

(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

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

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.

Providedfurtherthat no contribution shall be payable in respect of any period forwhich 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 subscrtoer.

(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

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

(2) Interest shall be credited with effect from the 31 st 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 sum withdrawn during the current year — interest fortwelve months;

(ii) on sums withdrawn during the current year—interest from the 1 st April of the current year up to the last day of the month preceding the month of withdrawal;

(iii) on ail sums credited to the subscriber's account after the 31 st March of the preceding year—interest from the date of deposit up to the 31 st March of the current year;-

(iv) the total amount of interest shall bo 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 thereupon be credited under this sub-paragraph in respect only of the period from the beginning of the current year orfrom the date of credit as the case may be up to the date on which the amount standing at the credit of the subscriber becomes payable.

(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 the cases interest will be paid in respect of balance at the credit of a subscriber up to the close of the month preceding that in which payment is made or up to the end of sixth month afterthe 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.

11. Advance from the Fund

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

(a) Noadvanceshallbegrantedunlessthesanctioningauthorityissatisfiedthat the applicant's pecuniary circumstances justify it, and that it will be extended on the following object or objects and not otherwise :

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

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

Oil) 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 beyond the high-school stage;

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

(vi) to meet 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 bis 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;

*(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.

Wore: An advance under sub-clause (vlj shall be available to the applicant in addition to any advance.

(a) An advance shall be admissible forthe same purpose from any other Government source but the advance under the said sub-clause shall not be admissible to a subscriber either in respect of any legal proceedings instituted by him in any court of law against the Government/Institute as regards any penalty imposed on him or any condition of service or in respect of any legal proceedings in regard to any matter unconnected with his official duties.

(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.

* Added vide Ministry of Education letter No. F.11-3/80-T. 6, dated 24th March, 1982. Effective from March 15, 1982.

(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 advance from the Fund shall be submitted In the Form set forth in Appendix IV.

(1) AtemporaryadvancefromtlieFundtothesubscriberotherthanthe Director shall be sanctioned by the Director, who may, at his discretion, delegate this work to the Deputy Director and the Registrar.

(2) AtemporaryadvancefromtheFundtotheDirectorshall require thesanction of the Chairman.

(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) Aflerthe principal of the advance has been fully repaid, interest shall be paid thereon at the rate of one-fifth per cent of the principal for each month or broken portion of 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 instalments and the rest of recovery shall be that provided In sub-paragraph^).

(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. Withdrawal from the Fund

Subject to the conditions specified hereunder, Inthe 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 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 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;

(ill) 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;

* Substituted vide Ministry of Education fetter No. F.I 1-3/BO-T. 6, dated 24th March, 1982. Effective from March 15,19S2.

(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 otherthan the place of duty;

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

(c) Within six months before the date of the subscriber's retirement from the amount standing to his credit in the Fundforthe purchase of acquiring a farm land or business-premises or both.

15. (1) Any sum withdrawn by a subscriber at any one time for one or more of the 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 up to three-fourths 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 (Hi) 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 utilised for the purpose for which it was withdrawn, and if he fails to do so, the whole of the sum so withdrawn, or so much thereof as has not been applied forthe purpose forwhich it was withdrawn, shall forthwith be repaid in one lump sum together with interest thereon at the rate determined under paragraph 10 by the subscrlberto 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.

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 paragraph 14 and 15.

17. Payments towards Insurance Policies and Family Pension Funds

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; 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 asinglepremiurnorsubscriptionstoafamilypensionfund.

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.

(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 reassigned 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 orthe 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 RegistrarwithIn 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 for the policy exists.

(1) Except in the cases of the Hindu Family (Pension) Annuity Fund and the Postal Life Insurance Policies in respect of which subscriptions or premiums which are paid by the Institute to the extent of recoveries actually madef rom the monthly salary bills, the institute shall not make any payment on behalf of subscribers to Insurance Companies, nortake steps to keepapolicy 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 orderto 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 paragraph 17.

(3) A subscriber who desired to withdraw any amount under clause (b) of paragraph 17 within limit of his subscription in the Fund shall make arrangements with the Registrar forthe withdrawal of the amount to be paid from his subscription in the Funds.

Provided that the subscriber shall send to the Registrar, within a period of two months from the date of payment, receipt or certified copies of receipts In order to satisfy that the amount withdrawn was duly applied for the purposes specified in clause (b) of paragraph 17.

(4) Any amount withdrawn under clause (a) or (b) of paragraph 17 shall be paid h the 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 payments substituted 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 subscriptions payable under paragraph 7.

21. Once an Insurance Policy has been accepted forthe 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 annualiy.

22. The subscriber shali not during the currency of the Policy draw any bonus the drawal of which during such currency is optional under the terms of the policy and the amount of any bonus which under the terms of the policy the subscriber has no option to refrain from drawing during its currency shall be paid forthwith into the 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 paragraph 25 when the subscriber :

(a) quits the service, or

(b) has proceeded on leave preparatory to retirement and applies to the Institute for reassignment 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 reassignment or return of the 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 (1) 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 of the institute underparagraph 18 reassign 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 maybe, and make it over to the subscriber, together with a signed notice of the reassignment addressed to the Insurance Company.

(2) Save as provided by sub-paragraph (2) of paragraph 25, when the sub-scriber dies before quitting the service, the Registrar shall reassign the policy in the Second Form set forth in Appendix VI to such parson as may be legally entitled to receive it, and shall makeoverthe 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 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 pensbn fund ceases in whole or part for 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 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) reassign or make over the policy as provided in paragraph 23.

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

2B. Notwithstanding anything contained in this Schedule, if the sanctioning authority is satisfied that money withheld orwithdrawn from the Fund under clause (a) or clause (b) of paragraph 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 paragraph 10, forthwith be paid by the subscriberto 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 subsistence 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 subscription 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 1or 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 quitsthe 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 subscriptions 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 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 forfurther service, (he 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 himf romfhe 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) Whenthe subscriber leaves a 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 Fundorthe 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—

(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 children of a deceased son shall receive between them in equal parts only the share which that son whould have received if he had survived the subscriber and had been exempted from the provisions of clause (1) of the first proviso;

Note : I (i) Anysumpayableunderthisparagraphtoamemberofthefamilyofa 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 a 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 his nominee or nominees in the proportion specified in the nomination.

Note: II (i) When anominee is adependent of the subscriberasdefined inclause (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.

(ii) When the subscriber leaves no family and no nomination made by him in accordance with 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 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.

"30 A. Deposit Linked Insurance Scheme

On the death of a subscriber, the person entitled to receive the amount standing to the credit of the subscriber shall be paid by the Accounts Officeran additional amount equal to the average amount of subscription and interest thereon at the credit in the account during the 3 years immediately preceding the death of such subscriber, subject to the 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. 1300 or more;

(ii) Rs. 2500 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. 1300;

(Hi) Rs. 1500inthecaseofsubscriberwhohasheld,forthegreaterpartof 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. 1000 in the case of a subscriber who has held, for the greater part ot 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.

' Inserted vide Ministry of Education letter No. F. 16-24/78-T. 6, dated 1st March, 1979. Effective from the same date from which it is applicable to Government servants.

Notes: 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. Forthis purpose, as also for checking the minimum balances 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.

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).

3. Anysumpayableunderthisschemefsinthenatureof insurance moneyand, therefore, the statutory protection given by section 3 of the Provident Funds Act, 1925 (Act 19 of 1925) does not apply to sums payable under this scheme.

4. This scheme also applies to those subscribers to the Fund who are transferred to an autonomous organisation consequent upon coversion 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.

5. (a) In case of employee of the Institute who has been admitted to the benefits of the Fund under Statute 16(2)/Statute 16A(1), but dies before completion of three years' service or, as the case may be, five years' service from date of his admission to the Fund, that period of his service under the previous employer in respect whereof the amount of his subscriptions and the employer's contribution, if any, together with interest have been received, shall count for purposes of clause (a) and clause (c).

(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 basts.

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

131. **Deductions**

i 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 paragraphs 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 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 ol 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 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 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 the 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, underthis Schedule, any amount or policy is to be paid, assigned, reassigned or delivered is a lunatic for whose estate a manager has been appointed in this behalf, the payment or reassignment or delivery will be made to such manager appointed under the provisions of the Indian Lunacy Act, 1912, and not to the lunatic.

* Substituted vide MinisBy of Education letter No. F. 11-3/78-T. 6, dated 7th June, 1980. Effoclivo from June 3, 1980.

(3) Any person who desires to claim payment underthts paragraph 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 payments 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.

33. Procedure

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 31 st 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 similarty be communicated to the subscriber by the Accounts Officer.

35. (1) As soon as possible after the 31 st 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 1 st April of the year, the total amount of deposits during the yearand the closing balance on that date.

The Accounts Officer shall atach 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 correctness of the annual statement, and errors should be brought to the notice of the Accounts Officer withinthree 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.

36. Gratuity

(a) Gratuity shall be granted for good, efficient and faithfu! service to whole time employees of the Institute and shall exclude me following :

(!) casual and non-regular employees;

(it) employees on deputation;

(ill) employees on contract basis;

(iv) apprentices and trainees; and

(v) re-employed persons.

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

(!) discharge on abolition of post;

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

(iii) superannuation at the ageof 60 years as provided in the Statute 15(2)/ 13(2); and

(iv) retirement after 30 years' qualifying service.

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 years' qualifying service.

(c) Qualifying service shall mean all service rendered in the Institute after completion of 18 years of age, except periods of service rendered as Apprentice and extraordinary 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 $16V_2$ times the emoluments or Rs. 30,000 whichever be less.

(ii) In the case of death, the amount of gratuity shall be calculated under (1) or as worked out below, whichever be more :

* Amended vide Ministry of Education letter No, F. 11-6/76-T. 6, dated 16th July 1978 Effective from July 11,1978.

(a)	During the first year of service	2 months' emoluments	Reduced by the amount of Institute's contribution to-gether with interest there on 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 completion of 5 years of service	12 months' emoluments	

"Explanation: Forthe purpose of this paragraph, "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 the foregin service, immediately before his retirement or relinquishment of service, subject to a maximum of Rs. 2500 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 quitting service but before payment of gratuity is made, indicating the shares payable to each member. In case of an employee having no family, the nomination may be made in favour of a person, or persons, or a body of persons, 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.

Explanatbn: Forthe purpose of this paragraph, "Family" shall include the following :

(f) wife in the case of a male employee;

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

(tii) sons including step-children and adopted children;

(iv) unmarried and widowed daughters;

* Amended vide Ministry of Education tetter No. F. 11-6/7B-T. 6, dated 16th Jury, 1978. Effective from Jury 11.1978.

(v) Brothers below the age of IS years and unmarried and widowed sisters; j including step brothers and stepsisters

(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, ft may, notwithstanding anything contained inthese provisions, deal with the cases of such employees in such manner as may appear to it to be just and equitable.

IndiaCode

* Added vide Ministry of Education tetter No. F-11-4/SO-T. 6. dated 18th June, 19S2. Effective from May 29, 1982.

APPENDIX I

Form I—Application for Option

[Statute 16A(2)]

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

Signature_____

Witnesses : (Thumb impression, if illiterate)

(1)_____Designation_____

(2)_____Date of election.- — . _____

Form II — **Declaration**

[See paragraph 1(3) J

I_____(the subscriber), an employee of the Indian Institute of Technology at_____do hereby declarethat I have readthe 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 paragraph 4 (3]

Form of Nomination

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

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

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

IndiaCode

Dated this. .day of. _19

at_____

Two witnesses to the signature :

Signature of Subscriber

1. _____

2._____

APPENDIX If *(Contd.)*

II. WhentheSubscrtoerhasafamilyandwishestonominatemorethanonemember thereof

I hereby nominate the persons mentioned below who are the members of my family as defined in paragraph 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 addresses of the nominees	Relation-ship with subscriber	Age	"Amount of share of ac-cumulations to be paid to each	Contingencies on the happe-ning 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 pre-deceasing the subscriber

IndiaCode

Dated this_____day of_____19

at_____

Two witnesses to the signature : Signature of Subscriber

1_____

2_____

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

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

1, having nofamily as defined in para2otthe provisions governingthe 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	Relation-ship with subscriber	Age	'Contingencies on the happening of which the no-mination shall be-come invalid	Name, address and relationship of the person, rf any, to whom the right of the nominee shall pass in the event of his predeceasing the subscriber

IndiaCode

Dated this. _dayof- -19

at_____

Two witnesses to the signature : Signature of Subscriber

1_____

2_____

* Where a subscriber who has no family makes a nomination, ho shall specily in this column that the nomination shall become invalid in the e-/ent 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 para2of the provisionsgoverning the Contributory Provident Fund-cum-Gratuity Scheme of the Indian Institute of Technology hereby nominate the person mentioned below to receive the amount that may stand to my credit in the Fund in the event of my death before that amount has become payable, or having become payable has not been paid, and direct that the said amount shall bedistributed among the said persons in the mannershown below against their names :

Name and addresses of the nominees	Relation-ship with subscriber	Age	'Amount of share of ac-cumulations to be paid to each	fContingencies on the happen-ing 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 pre-deceasing the subscriber

IndiaCode

Dated this. .day of- .19

at———

Two witnesses to the signature : Signature of Subscriber

1___ ._____

2.

* 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.

t 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.

APPENDIX

Contributory Provident

(See

Account No-

Date of receipt of Nomination

Name.

YEAR: 19 19

SUBSCRIPTIONS

INSTITUTE'S CONT.

Month

∞ to c g 13. 'C O in n ∞ E 3 o E UJ o ∞ 1 1 5

CD to o a. £i 1 01 ∞ E a>

April
May
June
July
August
September
October
November
December
January
February
March
General entries

Total

"'Subscribor's emoluments; drawn on duty

Balance from 19 19

Deposits & Refunds as above

Interest for 19 19
@

Bonus for 19 19
@

Total

Deduct—Withdrawals as above

Balance **on** 31st March, 19

Calculated/Checked by

I.I.T. contribution on Rs.
@ ______________________

Balancefrom 19 19

Interest for 19 19

Total

Deduct—Withdrawals as above

Balance on 31st March, 19

HI

Fund Ledger

paragraph 5)

npsignatinr, Alined nn

YEAR: 19 19

SUBSCRIPTIONS							INSTITUTE'S CONT.	
Emoiumen w	Subscriplio (0	Refunds ol withdrawal irt	Total	Wthdrawa to	Monthly balance on which inter est is cal-culated ***	Please see	S •o	Remarks

IndiaCode

or during leave or on deputation abroad.

Balance from 19 19

Deposits & Refunds as above

Interest for 19 19 @

Bonus for 19 19 @

Total ...

Deduct—Withdrawals as above ...

Balance on 31st March, 19

' Calculated/Checked by

l.I.T. contribution on Rs. @

Balance from 19 19

Interest for 19 19

Total

Deduct—Withdrawals as above

Balance on 31st March, 19

APPENDIX IV

(See paragraph 11)

Form of Application for a Temporary Advance from the Contributory Provident Fund

1. Name of the Subscriber & his Account Number

2. Designation

3. Pay

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

5. Amount of advance required

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

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

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

9. 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. . . . . .

Accounts Officer

IndiaCode

APPENDIX IV *(Contd.)*

(Remarits of the Recommending Authority)

No———————————Date_____the_____

Forwarded to the_____._____

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

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

Signature———————

Designation ———————

No———————————Date———————the———

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

Signature —

Designation

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

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

APPENDIX V

(See paragraph 18)

Forms of Assignment

(D

I, _____ 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 _____ day of ——— 19

Station ———

Signature of Subscriber

One witness to signature :

(2)

We, _____ (the subscriber) of ——— and (the joint assured) of ——, ——— in consideration of the Indian Institute of Technology — agreeing at our request to acceptpaymenls towards the within policy of assurance in substitution for the subscriptions payable by me the said ——— to the Contributory Provident Fund, Indian Institute of Technology ——— to accept the withdrawal of the sum of Rs. ——— from the sum to the credit of the said ——— in the Contributory Provident Fund, Indian Institute of Technology ——— _-_____ for payment of the premium of the within policy of assurance hereby jointly and severally assign up to 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 assisgnment 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 my be executed on the policy itself either in the subscriber's handwriting or type written, 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 initialled across aB four margins.

(3)

I,_____wife of_____and the assignee of the within policy, having at the request of_____the assured, agree to release my interest in the policy in favour of_____in order that_____may assign the policy to the Indian Institute of Technology_____which body has agreed to payment 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 ail 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,_____1

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_____1 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

Station_____

Signature of Subscriber

One witness to signature :

APPENDIX VI

(See paragraph 23)

Form of Reassignment and Assignment by the Indian institute of Technology

AH 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 ail liability for payment by him of any such sums In the future having ceased the Institute doeth hereby reassign 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)

(2)

The above-named——————having died on the. . . . . .—day of——————19,_____the Indian Institute of Technology . doeth hereby assign the within policy of assurance t o — — —.....*

Dated this_____day of_____19

Executed by——————Registrar of the Institute and on behalf of the Indian Institute of Technology_____

Signature of the Registrar

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

Form of Reassignment by the Indian Institute of Technology ....……

The Indian Institute of Technology_____doeth hereby reassign the within policy 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)

• FiH In particulars of persons legally entitled to receive the policy?. .. . ." "

APENDIXVII

(See pargraph 35)

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

Name of the Subscriber_____

Number of Account_____

Particulars	Opening Balance	Deposits	Interest	Total	Withdrawals	Closing Balance
Subscription and refunds 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 dateof 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 threafter the fact should be reported to the Registrar forthwith.

Accounts Officer

Dated_____ Indian Institute of Technology

(Portion to be returned to the Accounts Olficer)

I hereby acknowledge receipt of the Annua! 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 VIfl

FORM OF NOMINATION — FORM I

(See paragraph 37)

Nomination for Death-cum-Retlrement 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 conferon him the rightto receive any gratuity that may be sanctioned by the Institute in the event of my death while in service and the rightto receive on my death any gratuity which having become admissible to me on retirement may remain unpaid at my death:

Name and address of the nominee	Relationship with 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 empbyee or the nominee dying after the death of the employee but before receiving payment of the gratuity	Amount or share of gratuity payable to each

InfoCore

This nomination supersedes the nomination made by me earlier on_____which stands cancelled.

Dated this. jdayof. .19. .at.

Two witnesses to signature :

1_____

2_____ Signature of the Employee

Nomination by_____

Designation_____ Signature of the Registrar

Department—._____

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

FORM II

(See paragraph 37)

Nomination for Death-cum-Retirement Gratuity

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

I hereby nominate the persons mentioned below, who 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 specified be tow, any gratuity which having become admissible to me on retirement may remain unpaid at my death :

Names and addresses of nominees	Relationship with the employee	Age	Amount of shares of gratuity payable to each	Name, address and relationship of the person orpersons, if any, to whom the right conferred on nominee shall pass in the event of the nominee predeceasing the employee or the nominee dying after the death of the employee but befre receiving payment otthe gratuity	Amount or share of gratuity payable to each

India Code

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

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

Dated this. .day of _ .19. .at.

Two witnesses to signature :

1.

2. Signature of Employee

Nomination by_____

Designation_____

Department_____ Signature of the Registrar

Notes: 1. Fourth column should bef filed in so as to coverthe 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.

FORM HI

(See paragraph 37)

Nomination for Death-cum-Retlrement Gratuity

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

! having no family, hereby nominate the person mentioned below and confer on him the ria/i to ;ec3ive any gratuity that may be sanctioned by the Institute in the event of my d ^. wJ'.:io in service and the right to receive on my death any gratuity which having bv.y;.;-y admissible to me on retirement remains unpaid at my death :

N.V.:v-ft.Vj c(the nominee	Rolation-ship with the employee	Age	Contingen-cies on the happening o(which nomination shall be-come in-valid	Name, address and relalionship of the parson or persons, if any. to whom ihn right conferred on the nominee shall pass in the event of the nominee pre-deceasing the emp-loyee or (ho nominoo dying Eiftor the dwath of the employe?) bui before receiving (hit payment of (k<> tjMtuity	Amount of share of gratuity payable to each

Indiacode

This nomination supersedes the nomirtafion made by me uarlier on wnic'i siands cancelled.

Dated this- . day of____. „_ . . .19 at

Two witnesses to signature ;

Signature of the Employee

Signature ot 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 :

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

IndiaCode

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

Dated———this———————day of———————— 19. • at-

Two witnesses to signature :

1_____ Signature of the Employee

2_____ Dated———————

Nomination by.

Designation —

Department — Signature of Registrar

Dated———————

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.

Note 1. Fourth column should be filled in so as to coverthe 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 nominee.

SCHEDULE 'F'

General Provident.Fund-cum-Pension-cum-Gratuity Scheme

(See Statute 16B)

1. Application

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

2. Transfer of Accumulations In Contributory or Non-Contributory Provident Fund

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

3. Declaration

Every employee of the Institute entitle 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.

4. Definitions

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 enoluments" means the average emoluments calculated upon the last 10 months of service.

(vi) "Board" means the Board of Goverrnors of the Institute.

(vii) "Director" means the Director of the Institute.

* Inserted vide Ministry of Education letter No. F. 11-3/75, dated 23rd November. 1975. Effective from November 19, 1976.

(viti) "disease" means— (i) disease solely and directly attributable 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 trom any such disease in an area where he happens to be in the performance of his duties; or

(iii) venereal disease of 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 of 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 orwives 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 underthe 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 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 notice in writing to the Registrar expresses her desire to exclude her husbandfromrterfamily.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.

(xti) "Form" means a form appended to these provisions.

(xiil) "Fund" 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 boing 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 any variety of leave recognised by the Institute framed in Schedule D under Statute 17.

"(xvii) "Pay" means the amount drawn monthly by an employoo 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, il any.

(xviii) "Personal pay" means additional pay granted to an employee—

(a) to save him a loss of substantive pay in respect of permanent post owing to a revision of pay or to any reduction of such substantive pay otherwise than as a discplinary measure; or

(b) in exceptional circumstances on other personal consideration.

t(xix) "Qualifying Service" means service rendered as an employoo in a substantive capacity including period spent on probation, continuous/tomporary or officiating service under the Institute or under tho States/Central Government or under an autonomous organisation or undor corporate body of States/Centra! 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 period ol service paid from "contingencies.

Explanation I

All periods of leave with allowances shall count as qualifying oorvice.

' Substituted vide Ministry ol Education lollor No. F. 11-E/78T. 6, ttatud IGih July 1978 from July 11, 1978.

t Substituted vide Ministry ol Education latter No. F. 11-6/82-T. 6, damd 31st January, 1DBd from January 28, 1904.

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 period in the service of an employee shall not count as qualifying service:

(r) Time passed under suspension pending enquiry into his conduct, if the suspension is not immediately followed by reinstatement;

(ii) Extraordinary leave without leave salary and allowances;

(iii) Unauthorised absence incontInuationof authorised leaveof 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 Postgraduate, Research or specialist qualifications or experience in scientific, technological or professional field;

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

(c) that the concession is not admissible unless actual qualifying service. of an officer at the time he quits Govt, service is not less than 10 years.

(xx) "Registrar means the Registrar of the Institute.

(xxi) "risk of off ice" 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 modem conditions in India, unless such risk is definitely enhanced in kind of degree by the nature, conditions, obligations or incidents of service.

Note: The terms "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 forthe 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 orvice versa, becomes a victim of any such riot orcivil commotion.

(xxii) "Specialpay'meansanadditionofthenatureofpaytoemolumentsofapost or of an employee granted in consideration of the specially arduous nature of his duties or of a specific addition to his work or responsibility.

(xxiii) "special risk" means—

(i) a risk of suffering injury by violence;

(ii) a risk of injury by accident to which an employee is exposed in the course of, and as consequence of, the performance of any particular duty which has the effect of materially increasing his liability to such injury beyond the normal risk of his office.

(iil) a risk of contracting disease to which a medical officer is exposed as a result of attending in the course of his official duty to a venereal or septicaemia patient or conducting a postmortem examination in pursuance of that duty.

(xxiv) "Violence"meanstheactofapersonwho inflicts an injury on an employee—

(i) by assaulting or resisting him in discharge of his duties, or in order to deter or prevent 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 along with 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 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 underthis 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 tf 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 occurrence of any event by reason of which the nomination becomes invalid in pursuance of sub-clause (b) of clause (2) of paragraph5orthe 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 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 instituteshallnotbeboundbynorshall recognise any assignment orencumbrance executed oraltempted to be created which affectsthe 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 loss than thirty days' duration, as the case may be.

Provided further that a subscriber on roinstatornont alter 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 subscribo during leave by a written communication addressed to the Registrar before he proceeds on leave. Failure to make due and timely intimation shall bo deemed to constitute an election to subscribe. The option of a subscriber intimated under this sub-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, thu rounding off will be to the next higher or the next iower 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 preceding year, the emoluments to which he was entitled on that date, provide as follows:

(i) if the subscriberwas 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 31 st 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 Instituleshallpaytothe credit of theaccount of eachsubscriber, 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 1 st of

Substituted vide Ministry of Education letter No. F. 11-3/80-T.6, dated 24th March, 1982. Effective from March 15,1952.

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 afterthe31st 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 palse 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 sub-paragraph In respect only of the period from the beginning of the currentyearorfromthedateofcreditasthecase maybe, 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 up to 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 bo 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 statisfied 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-chlidren, parents, sisters and minor brothers actually dependent on him;

(u) To payfortheoverseas passage forreasons 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;

(Hi) To meetthecost of higher educationof any person actually dependent on the applicant. Such person need not necessarily be a memberof 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 matter unconnected with his official duty or against the Institute in respect of any condition of service or penalty imposed on him.

(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 plotorareadybuiltflatbyaState Housing BoardorHouse Building Co-operative Society.

(3) An advance shall not exceed the following ceiling limits:

When sanctioned for any of the objects mentioned in clause (i) to (vi) of sub-paragraph (2)	3 months' 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 sub-paragraph (3) herein until repayment of the last instalment of any previous advance.

(5) The sanctioning authority shall record in writing its reasons forgranting 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 (1) 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.

* Added vide Ministry of Education lettsr No. F. 11-3/80-T. 6, dated 24lh March, 19S2. Effective from March 15, 1982.

(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 to the nearest whole rupee, 50 paise and above counting as the next higher rupee. Recoveries made under this paragraph shall be credited, as they are made, to the account of the subscriber in the Fund.

(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 subsistence allowance, if any, granted in cases of suspension of any employee pending an enquiry into his alleged misconduct.

*11. Subject to the conditions specified hereunder, In the case of withdrawal by the Directorf rom 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 standing to his credit in the Fund for one or more of the following purposes, namely:

(i) for meeting the cost of higher education, incfuding where necessary, the travelling expenses of the subscriber or any child of the subscriber in the following cases, namely :

(a) for education outside Indiafor 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;

* Substituted vide Ministry of Education letter No. F.11-3/80-T.6, dated 24th March, 1982 Effective from March 15, 1982.

(ii) tor 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 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 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 otherthan the place of duty;

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

(C) within six months before the date of the subscriber's retirement, from the amount standing to his credit in the Fund for the puipose of acquiring alarm land or business premises or both.

12. Final Withdrawal of Accumulations 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 reinstated in service, shall if required to do so, repay any amount paid to him from the Fund in pursuance of this sub-paragraph with interest 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 deemed to have quitthe service fromthe date of compulsory retirement oron the expiry of an extension of service.

13. Retirement of a Subscriber

When a subscriber (a) has proceeded on leave preparatory to retirement or if he is entitled to vacation on leave preparatory combined with vacation, or (b) while on leave, has been permitted to retire or has been declared by the Consulting Medical Officer of the Institute or by a competent medical authority that may be prescribed by the Board in this behalf to be unfit for further service, the amount standing to his credit in the Fund shall upon an application made by him in that behaif to the Registrar, become payable to the subscriber.

Provided that the subscriber it 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 orotherwise by recoveryfrom 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 :

(i) *When a subscriber leaves a family*

(a) If a nomination made by the subscriber in accordance with the sub-paragraph (i) 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 one 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 otherthan those specified in clauses (i), (if), (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.

(ii) *When the subscriber leaves no family*

If a nomination made by him in accordance with the sub-paragraph <i) of paragraph 5 or 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 of March of each year, the Accounts Officer shall send to each subscriber astatement of his account in the Fund, showing the opening balance on the 1 st of April of the year, the total amount credited and debited during the year, the total amount of interest credited as on the 31st March of the year and the closing balance on that date. The Accounts Off icer 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**

All sums paid into the Fund under the rules shall be credited in the books of the Instituteto an account by name 'General Provident Fund Account' of the Indian Institute of Technology. A deposit account shall be opened in the State Bank of India to be operated in such manner as the Board may direct. The Institute may invest such part of the Fund, as may be considered expedient, inthe Government securities/certificates, negotiable Government guaranteed bonds, and in such deposit schemes of the Central

' Substituted vide Ministry of Education letter No. J. 11011/7/77-T. 6, dated 20th July, 1979. Effective from'June 25, 1979.

Government as may be notified in this regardfromlime 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' qualifying service, but before the completion of the ageof 60 years, provided he shall give in this behait 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 employee to retire at any time after he has completed 30 years' qualifying service even before the completion of the age of 60 years, provided the appropriate authority shall give in this behalf a notice in writing to the employee at least 3 months' before the date on which he was required to retire.

*(4) An employee who retires or is retired in the manner indicated in sub-paragraph (3) may be granted retiring pension not exceeding 33/8 0th of the average emoluments subject to a maximum of Rs. 12,000 per annum.

Explanation: For the purpose of this provision any service put in by any emptoyee 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 years of qualifying service on superannuation to be eligible for pension subject to such provision as may be applicable to the categories of pension set out in clause (2),

(2) Subject to the minimum qualifying service, an employee shall be eligible for one or other of the following pensions :

(a) *Compensation Pension*—\t 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.

* Amended vide Ministry of Education letter No. F. 11-6/7&T^dated 16th Jui/ 1978 Effective from July 11,1978.

(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

(1) An employee eligible for pension/retiring gratuity under any of the categories mentioned in paragraph 17 shall be granted on retirement V_a 80 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 deamess allowance as may be granted to employees of the Central Governmentsrom time to time.

(2) (a) In respect of the employees who were in service on 31 st 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) Up to first Rs. 1,000 of average emoluments recknonable 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, atthetime of retirement, have rendered the qualifying service often 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

' Substituted vide Ministry of Education letter No. F-11-3/SO-T. 6, dated 24ih March. 1982. Effective from March IS. 1982.

admissible to an employee as on 1.12.1978 shall be subject to an overall ceiling of Rs.1,500 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.1.500 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 deamess pay, but inclusive of *ad hoc* increases 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.

"Provided that an employee who applies for commuiation 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 111.

(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-Retlrement Gratuity**

(1) An employee who has completed 5 years' qualifying service may be granted an additional gratuity not exceeding the amount specified in sub-paragraph (3),whenheretiresfromserviceandiseligibleforagratuityorpensionunder paragraphia

(2) If an employee who has completed 5 years' qualifying service dies while in

* Inserted vida Ministry ot Education letter No. F. 1 l ^ e T Sedated 23fd February 1979. Effective" from February 16,1979.

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 terms (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 member who is a widowed daughter, in equal shares.

(ii) If there are no such surviving members of the family as, at (I) but there are one or more surviving widowed daughters and/or more surviving members of the family as in items (v), (vi) and (vii) of clause (a) of sub-paragraph (1) of paragraph 22, the gratuity 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 V_2 times the 'emoluments'. In the event of death of an employee while in service, the gratuity shall be subject to a minimum of 12 times the 'emoluments' of the employee at the time of his death.

Provided that in no case it shall exceed Rs.30,000.

(4) If an employee who has become eligible for a pension under paragraph 17 or gratuity under paragraph 27, 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 thedeficiency may be granted to the persons specified in sub-paragraph (2).

*(5) The 'emoluments' for the purpose of this paragraph shall be subject to a maximum of Rs.2,500 per mensem.

22. Nominations

(1) Forthe 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;

* Amended vide Ministiy of Education letter No. F. 11-6/76-T. 6, dated 16th July, 1978. Effective from July 11, 1978.

(v) Brothers below the age of 18 years and unmarried or widowed sisters;

(vl) 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 rjghtto 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) sub-paragraph 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 ol 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 atthetime 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 ovent 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) or 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 addilional member.in the family, as the case may be.

(6) (a) Every nomination shall be in such one ot the forms as may be appropriate in the circumstances of the case.

(b) An employee may at anytime 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

provision has been made in the nomination under clause (a) of sub-paragraph (4) or on the occurrence of any event by reason of which the nomination becomes invalid in pursuance of clause (b) of that sub-paragraph or sub-paragraph (S), the employee shall send to the appropriate authority a notice in writing formally cancelling the nomination, togetherwith a fresh nomination made in accordance 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 retrenchment oris 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, aftercompletionof one yearof 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 ot 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 the case of those who retain the existing scales of pay, at the time of relinquishing service or of death, as the case may be, it will not include special pay, persona! pay, and other emoluments as pay. In case the employee concerned was on leave with or without allowance immediately before retirement, discharge, invalidment or death, pay for this purpose shall be such which he would haww drawn had he not proceeded on such leave.

24. Family Penskii.

•(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:

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 minimum period of seven years or the age of 65 years, had he survived, whichever is earlier;

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

(c) family pension in case of death after retirement shall bo 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;

{Hi) 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.

* Substituted vide Ministry of Education letterNo. F. 11^/7S-f.6,daiod 16th July, 1978. Effective from July 11,1978.

25. "Family" for the purpose of this Scheme shall include the following relatives :

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

(b) Husband in the case of female employee;

(c) Minor son; 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 up to 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 (eft 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 ordeath of the widow/widower, the pension shall be granted to the minor children through their natural guardian.

*27. Omitted

28. **Extraordinary Pension and Gratuity**

(1) Extraordinary 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) Forthe purpose of Extraordinary Pension and Gratuity Scheme, injury shall be classified as follows:

* Omitted vide Ministry of Education letter No. F.11-676-T.6, dated 20th July, 1979. Effective from June 30, 1979.

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

Class B : Injuries caused asa result of special risk ot office and equivalent, in respect of the degree of disablement which they cause to the loss of a limb or are very severe, or injuries caused as a result of risk o(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 *s* result of special risk of office which are severe, but not very severe, and dkuly to bo permanent,; or injuries caused as a result of risk of offict! which art? equivalent, in respect of the degree of disablement which they cause, to the loss of a limb or which am very severe or severe and are likely to be permanent.

29. (1) If a member of the staff sustains an injury, which talis within Class A, he shall be awarded:

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

(b) with effect from the dale following the expiry of one year from the dale of the injury:

(i) if the injury has resulted in the pormanwn loss of more than one limb orone eye, a permanent pension of the applicable amounl specified in Appendix IV for s higher scale pensions; and

(ii) in other cases, a permanent pension the amount of which shall not exceed the applicable amount specif tod in Appendix iVfora higher scale pension and shall not bo less than half that amounl,

(2) If a member of the staff suslains an injury which falls within Class 8, he shall be awarded :

(a) ff the injury has resulted in the pccmanonl loss of an eye or limb or is of more serious nature, a permanent pension, with off uct from the date of the injury, of an amount which shall not oxcoed the applicable amount specified in Appendix IV, for a lower scale pension and shall not be less than haif 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 amounl 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 specified in sub-clause (i), if the Consulting Medical Officer of the Institute from year to year certifies that the injury continues to bo 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 pension not exceeding the amount admissible under clause (b) of sub-paragraph (2).

30. A temporary pension awarded under the Extraordinary Pension and Gratuity Scheme may be converted into 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—

(r) 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 *pro rata* reduction shall be made in the amount of each individual pension as will reduce the sumto 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.

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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 lurlherthat each minor brother's or sister's share shall not exceed the amount of pension speciiied in paragraph 24 lor 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 Ihe pensioner, be subject to review in such manner as the Board may by order prescribe.

34. Afamily pension shall take effect from the day following the death of the employes or from such other date as the Board may detomsino

35. A family pension shall ordinarily be tenable- -

(a) inthecaseofawidowormolhoruntildcathofromarpiagu.whichoveroccurs 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 sislur, until marriage or until she attains the age of 21, whichever occur;; earlier.

(d) in the case of a father, for life.

36. Except as otherwise provided in the Extraordinary 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 *tin* eliqihle under olher schemes.

37. (1) Whenaclaimforany injury pensionorgratuity or family pension arisesunder the Extraordinary Pension and Gratuity Schema, if ID of tk:er in charge of Ihe office orthe department or sect ion in which the injured or the deceased was employed shall forward !ho claim to thy Hoard through the Director with the following documents:

(a) a full statement of circumstances in winch the injury war. received, Ihe disease was contracted or the death occurred,

(b) the application for injury pension or gratuity in f orm X, or as Ihe case maybe, the application for family pension in f onn XI;

(c) in the case of an injured omployeu or one who has contracted a disease, medical report in Form XII;

(d) in the case of a deceased employee, a medical report as to the death or reliable evidence as to the actual occurrence of the death, if the employee losthis life in suchcitcumstucos thai ame-dicalreportcannot be secured.

(2) The Directorwhile placing the above documents beforo the Ooard 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 3 years immediately preceding the death of such subscriber, subject to the condition that—

(a) The balance at the credit of such subscriber shall not at any time during the 3 years preceding the month of death have fallen below the limits of—

(i) Rs. 4000 in the case of a subscriber who has held, forthe greater part of the aforesaid period of three years, a post the maximum of the pay scale of which is Rs. 1300 or more;

(ii) Rs. 2500 in the case of a subscriber who has held, forthe greaterpart of the aforesaid period of three years, a post the maximum of the pay scale of which is Rs. 900 or more but less than Rs. 1300;

(iii) Rs. 1500 in the case of subscriberwho has held, forthe greater part of the aofresaid period of three years, a post of the maximumof the pay scale of which is Rs. 291 or more but less than Rs. 900,

(iv) Rs. 1000 in the case of a subscriberwho has held, forthe greaterpart 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.

Notes: 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. Forthis purpose, as also for checking the minimum balances 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.

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).

* Insertedvide Ministry of Education letter No F. 16-24/78-T. 6, dated 1st March. 1979. Effective from the same dale from which it is applicable to Government servants.

3 Anysumpayabieunderthisschemeisinthonaturoofinsurancemoneyar Kl, therefore, the statutory protection given by section 3 ol the Provident Funds Act; 1925 (19 of 1925) does not apply to sums payable under this scheme.

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.

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38. The sanction and payment of pension and gratuity benefits admissible under this Schedule shall be regulated by such procedural instructions as may bo issued by the Board from time to time.

39. When the Board is satisfied that the operalion of any of these provisions causes/ 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.

40. (1) The Board shall have the power to condone, on the merits of individual cases, shortages up to 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 or the service of an auionomou*s* organisation or the service of a Corporate body ol Central/State Governments take up with proper permission another appointment under any of the Institute incorporated under any of the Institute of Technology Act, 19G1 or any Central University service in which counts In full or part lor pension is not a resignation and such resignation shall not constitute interruption in service.

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 servico 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.

Provided furtherthat such employee shall be required to surrender in lump sum or instalments not exceeding 12 in number, employer's contributions in

• Substituted vide Ministiy of Education tetter No. F, 1 i-6/82-T. 6, dated 31st Janunry, 1984. Effective from January 28, J984.

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 or Central University.

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 itseH the right of withholding 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.

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