

INDIAN INSTITUTE OF TECHNOLOGY DELHI

(See Statute 10A)

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

1. 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 subscriber to any Contributory/non-Contributory Provident Fund of the Central Government/State Government or of a body corporate owned or controlled by Government or an autonomous organisation registered under the Societies Registration Act, 1860, the amount of his accumulations in the Contributory or non-Contributory Provident Fund shall be transferred to his credit in the Fund.
- (3) Every employee of the Institute entitled to the benefits of the Fund shall be required to sign a written declaration in the Form set forth in Appendix I that he has read this Schedule and agreed to abide by the provisions contained in it.

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 male subscriber, the wife or wives and children of a subscriber, and the widow or widows and children of a deceased son of the subscriber.

Provided that, if a subscriber proves that his wife has been judicially separated from him or has ceased under the customary law of the community to which she belongs to be entitled to maintenance she shall henceforth be deemed to be no longer a member of the subscriber's family in 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 subscriber's family in matters to which this schedule relates, unless the subscriber subsequently cancels formally in writing her notification excluding him.

Notes : I. "Children" means legitimate children.

- II. An adopted child shall be considered to be a child when the Registrar, or if any doubt arises in the mind of the Registrar, the Law Officer of the Institute, is satisfied that under the personal law of the subscriber, adoption is legally recognised as conferring the status of a natural child, but in this case only.

(v) "Foreign Service" means service in which an employee of the Institute receives his substantive pay with the sanction of the Board from any source other than the fund of the Institute;

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

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

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

(i) the pay, other than special pay or pay granted in view of his personal qualification, which has been sanctioned for a post held by him substantively or in an officiating capacity,

(ii) special pay and personal pay, and

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

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

(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 administer the Fund for and on behalf of the Board.
- (3) The Fund shall be deposited, in the name of the Fund, with the State Bank of India. The 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 under this clause, he shall specify the amount or share payable to each of such persons in such a manner as to cover the whole of the amount payable to the nominee.

- (b) that the nomination shall become invalid in the event of the happening of a contingency specified therein.

Provided that if at the time of making nomination the subscriber has no family, he shall provide in the nomination that it shall become invalid in the event of his subsequently acquiring a family.

Provided further that if at the time of making the nomination the subscriber has only one member of the family, he shall provide in the nomination that the right conferred upon the alternate nominee under clause (a) shall become invalid in the event of his subsequently acquiring other member or members in his family.

- (6) Immediately on the death of a nominee in respect of whom no special provision has been made in the nomination under clause (a) of sub-para (5) or on the occurrence of any event by 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 it is received by the Institute.
- (8) An up-to-date Register shall be maintained by the Institute to record all nominations.

5. 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—

- (i) the subscriber's subscription;
- (ii) contributions made under paragraph 9 by the Institute to his account;
- (iii) interest, as provided by paragraph 10, on subscription;
- (iv) interest, as provided by paragraph 10, on contributions;
- (v) advance and withdrawals from his account.

6. 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 intimated 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.

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

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

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

- (2) For the purposes of clause (b) of sub-para (1) the emoluments of 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 leave for

the remainder of the month and if he has elected not to subscribe during the leave the amount of subscription payable shall be proportionate to the number of days spent on duty in the month.

- (4) When a subscriber is temporarily transferred to foreign service (elsewhere) or sent out of India, he shall remain, subject to the provisions contained in this schedule in the same manner as if he were not so transferred or sent out.

8. 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.

9. Contribution 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 further that no contribution shall be payable in respect of any period for which the subscriber is permitted under this Schedule not to, or does not, subscribe to the Fund.
- (2) The contribution shall be a sum representing 8 per cent of the emoluments of the subscriber drawn on duty during the year or for a period in the year as the case may be.
- (3) Should a subscriber elect to subscribe during leave, his leave salary shall, for the purpose of this rule, be deemed to be emoluments drawn on duty.
- (4) The amount of any contribution payable in respect of a period of foreign service, shall, unless it is recovered from the employer, be recovered by the Institute from the subscriber.
- (5) The amount of contribution payable shall be rounded to the nearest whole rupee (50 paise and above counting as the next higher rupee).

10. Interest

- (1) The Institute shall pay to the credit of the account of a subscriber interest at such rate as the Central Government may, from time to time, prescribe in the case of their employees.
- (2) Interest shall be credited with effect from the 31st March of each year in the following manner :
 - (i) on the amount at the credit of a subscriber on the 31st March of the

preceding year, less any sum withdrawn during the current year — interest for twelve months;

- (ii) on sums withdrawn during the current year—interest from the 1st April of the current year 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 31st March of the preceding year—interest from the date of deposit up to the 31st March of the current year;
- (iv) the total amount of interest shall be rounded to the nearest rupee in the manner provided in sub-paragraph (5) of paragraph 9.

Provided that when the amount standing at the credit of a subscriber has become payable, interest shall thereupon be credited under this sub-paragraph in respect only of the period from the beginning of the current year or from the date of credit as the case may be up to the date on which the amount standing at the credit of the subscriber becomes payable.

- (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 after the month in which such amount became payable whichever of these periods be less.
- (5) Subject to the provision of sub-paragraph (4), no interest shall be paid in respect of any period after the date which the Registrar has intimated to that person or his agent as the date on which he is prepared to make payments.

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) No advance shall be granted unless the sanctioning authority is satisfied that 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 confinement of the applicant or any person actually dependent on him;

- (ii) to pay for the overseas passage for reasons of health or education of the applicant or any person actually dependent on him;
- (iii) to pay obligatory expenses on a scale appropriate to the applicant's status in connection with marriages, funerals or ceremonies which by religion it is incumbent on him to perform;
- (iv) to pay for expenses outside India in connection with the education, beyond high school stage, of the applicant or any person actually dependent on him;
- (v) to pay for expenses of the applicant or any person actually dependent on him in connection with any medical, engineering or other technical or specialised course or other general higher education in India 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 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 plot or a ready built flat by a State Housing Board or House, Building Co-operative Society.

Note : An advance under sub-clause (vi) shall be available to the applicant in addition to any advance.

- (a) An advance shall be admissible for the same purpose from any other Government source but the advance under the said sub-clause shall not be admissible to a subscriber either in respect of any legal proceedings instituted by him in any court of law against the Government/Institute as regards any penalty imposed on him or any condition of service or in respect of any legal proceedings in regard to any matter unconnected with his official duties.
- (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.
12. (1) A temporary advance from the Fund to the subscriber other than the Director shall be sanctioned by the Director, who may, at his discretion, delegate this work to the Deputy Director and the Registrar.
- (2) A temporary advance from the Fund to the Director shall require the sanction of the Chairman.
13. (1) An advance shall be recovered from the subscriber in such number of equal monthly instalments as the sanctioning authority may direct; but such number shall not be less than twelve unless the subscriber so elects, or in any case not more than twenty-four.

A subscriber may, at his option, make repayment in a smaller number of instalments than that prescribed. Each instalment shall be a number of whole rupees, the amount of the advance being raised or reduced, if necessary, to admit of the fixation of such instalments.

- (2) (a) Recovery shall be made in the manner provided in paragraph 8 for the realisation of subscription and shall commence with the issue of pay for the month following the one in which the advance was drawn.
 - (b) Recovery shall not be made, except with the subscriber's consent while he is on leave or in receipt of subsistence grant and may be postponed by the sanctioning authority during the recovery of the advance of pay granted to the subscriber.
- (3) If more than one advance has been made to a subscriber, each advance shall be treated separately for the purpose of recovery.
- (4) After the principal of the advance has been fully repaid, interest shall be paid thereon at the rate of one-fifth 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 (2).

- (b) Payment shall be rounded off to the nearest rupee in the manner provided in sub-paragraph (5) of paragraph 9.
- (6) Recoveries made under this paragraph shall be credited as they are made, to the account of the subscriber in the Fund.

***14. Withdrawal from the Fund**

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

- (a) After the completion of twenty years of service (including broken periods of service, if any) of a subscriber or within ten years before the date of his retirement on superannuation, whichever is earlier from the amount of subscription and interest thereon standing to the credit of the subscriber in the Fund for one or more of the following purposes, namely :
 - (i) for meeting the cost of higher education, including where necessary, the travelling expenses of the subscriber or any child of the subscriber in the following cases, namely :
 - (a) for education outside India for academic, technical, professional or vocational course beyond the High School stage, and
 - (b) for any medical, engineering or other technical or specialised course in India beyond the High School Stage;
 - (ii) for meeting the expenditure in connection with the betrothal/marriage of the subscriber or his sons or daughters, and any other female relation actually dependent on him;
 - (iii) for 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;
 - (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;

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

- (iv) for reconstructing or making additions or alterations to a house or a ready built flat already owned or acquired by the subscriber;
 - (v) for renovating, making additions or alterations or upkeep of an ancestral house at a place other than the place of duty or to a house built with the assistance of loan from Government at a place other than the place of duty;
 - (vi) for constructing a house on a plot of land purchased under clause (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 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 (iii) the amount of subscriptions and interest thereon standing to the credit of the subscriber in the Fund.
- (2) A subscriber who has been permitted to withdraw money from the Fund under paragraph 14 shall satisfy the sanctioning authority within a reasonable period as may be specified by that authority that the money has been utilised for the purpose for which it was withdrawn, and if he fails to do so, the whole of the sum so withdrawn, or so much thereof as has not been applied for the purpose for which it was withdrawn, shall forthwith be repaid in one lump sum together with interest thereon at the rate determined under paragraph 10 by the subscriber to the Fund and in default of such payment, it shall be ordered by the sanctioning authority to be recovered from his emoluments either in a lump sum 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 subparagraph (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 a single premium or subscriptions to a family pension fund.

Provided that both in respect of (a) and (b) the family pension is (i) approved by the Board; and (ii) insurance policy is such as may be legally assigned by the subscriber himself in favour of the Institute and is so assigned by him and is delivered to the Registrar as a security against payment made from the Fund.
18. (1) An insurance policy effected by the subscriber himself on his own life or on the joint lives of the subscriber and his wife which shall be deemed to be a policy on the life of the subscriber himself, may be accepted for assignment in favour of the Institute.
- (2) A policy which has been assigned to the subscriber's wife shall not be accepted unless either the policy is first 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 or the policy has previously been assigned to the subscriber's wife.
- (4) Notice of assignment of a policy shall be given by the subscriber to the Insurance Company, and the acknowledgement of the notice by the Insurance Company shall be sent to the Registrar within three months of the date of assignment.
- (5) Where an Insurance policy has been assigned to the Institute, the Registrar shall satisfy himself by referring to the Insurance Company, where possible, that no prior assignment for the policy exists.
19. (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 made from the monthly salary bills, the Institute shall not make any payment on behalf of subscribers to Insurance Companies, nor take steps to keep a policy alive.
- (2) A subscriber who desires to substitute his Fund subscriptions in whole or part for payment to a Family Pension Fund or Insurance under clause (a) of paragraph 17 may reduce his subscription to the Fund within its limit.

Provided that except in the cases of subscriptions or premiums mentioned in sub-paragraph (1) the subscriber shall send to the Registrar, within a period of two months from the date of payment, receipts or certified copies of receipts in order to satisfy that the amount by which the 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 for the 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 in 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 for the purposes of being financed from the Fund, the terms of the Policy shall not be altered nor shall the Policy be exchanged for another Policy without the prior consent of the Director. Further the premium of Life Insurance Policies assigned under this provision shall not be payable otherwise than annually.

22. The subscriber shall not during the currency of the Policy draw any bonus the drawal of which during such 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 under paragraph 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 by sub-paragraph (2) of paragraph 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 paragraph 18 matures before the subscriber quits the service, or if a policy on the joint lives of a subscriber and his wife, assigned under the said paragraph falls due for payment by reason of the wife's death, the full amount of the policy shall, on realisation, be credited to the Fund of the subscriber.

25. (1) If the interest of the subscriber in the family pension fund ceases in whole or part for any cause whatsoever, the provident fund account of the subscriber shall forthwith be 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-imburement, 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.
 - (ii) realise the amount assured by the policy, as provided in paragraph 24, but shall forthwith refer the matter to the Board.

26. Notwithstanding anything contained in this Schedule, if the sanctioning authority is satisfied that money withheld or withdrawn 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 subscriber to the Fund, or in default, be ordered to be recovered by deduction in one sum from the emoluments of the subscriber even if he be on leave. If the total amount to be paid is more than one-half the subscriber's emoluments, recoveries shall be made in monthly instalments of moieties of his emoluments till the entire amount recoverable is paid by him.

Note : The term 'emoluments' as used in this paragraph does not include 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 for subscriptions due to the Fund or to withdraw from the Fund for making such payments in respect of any new policy.

28. Circumstances in which Accumulations are Payable

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

Provided that a subscriber, who has been dismissed from the service and is subsequently reinstated in the service, shall, if required to do so by the Institute, repay any amount paid to him from the Fund in pursuance of this para with interest thereon at the rate provided in paragraph 10 in the manner provided in the proviso to paragraph 29. The amount so repaid shall be credited to his account in the Fund, the part which represents his 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 for further service, the amount of subscriptions and interest thereon standing to his credit in the Fund shall, upon application made by him in that behalf to the Director, become payable to the subscriber.

Provided that the subscriber, if he returns to duty, shall, if required to do so by the Institute, repay to the Fund, for credit to his account, the whole or part of any amount paid to him from the Fund in pursuance of this rule, with interest thereon at the rate provided in paragraph 10, in cash or securities, or partly in cash and partly in securities, by instalments or otherwise, as the Institute may direct.

30. Subject to any deduction under paragraph 31 on the death of a subscriber before the amount standing to his credit has become payable or where the amount has become payable, before payment has been made.

(1) When the subscriber leaves 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 Fund or the part thereof to which the nomination relates, shall become payable to his nominee or nominees in the proportion specified in the nomination.
- (b) If no such nomination in favour of a member or members of the family of the subscriber subsists, or if such nomination relates only to a part of the amount standing to his credit in the Fund, the whole amount or the part thereof to which the nomination does not relate, as the case may be, shall, notwithstanding any nomination purporting to be in favour of any person or persons other than a member or members of his family, become payable to the members of his family in equal shares.

Provided that no share shall be payable to—

- (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 would have received if he had survived the subscriber and had been exempted from the provisions of clause (1) of the first proviso;

- Note :*
- (i) Any sum payable under this paragraph to a member of the family of a subscriber vests in such member under sub-section (2) of Section 3 of the Provident Funds Act, 1925.
 - (ii) When the subscriber leaves no family if 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 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.
 - (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 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 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;
 - (iii) Rs. 1500 in the case of subscriber who has held, for the greater part of the aforesaid period of three years, a post the maximum of the pay scale of which is Rs. 291 or more but less than Rs. 900;
 - (iv) 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.

* 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. 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 paise counting as the next higher rupee).
 3. Any sum payable under this scheme is in the nature of insurance money and, therefore, the statutory protection given by section 3 of the Provident Funds Act, 1925 (Act 19 of 1925) does not apply to sums payable under this scheme.
 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.
 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 basis.
 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.

31. Deductions

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 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;
- (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, under this 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 Ministry of Education letter No. F. 11-3/78-T. 6, dated 7th June, 1980. Effective from June 3, 1980.

- (3) Any person who desires to claim payment under this 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 31st March of the year and treated under the provisions relating to deposits.

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

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

The Accounts Officer shall attach to the statement of account an enquiry whether the subscriber—

- (a) desires to make any alteration in any nomination made under 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 within three months from the date of receipt of the statement. If no intimation is received from the subscriber within this period it shall be assumed that he has accepted the statement.
- (3) Where errors in the annual statement are brought to notice, it shall be the responsibility of the Accounts Officer to reconcile the same for settlement to the satisfaction of the subscriber.

36. Gratuity

- (a) Gratuity shall be granted for good, efficient and faithful service to whole time employees of the Institute and shall exclude the following :
- (i) casual and non-regular employees;
 - (ii) employees on deputation;
 - (iii) employees on contract basis;
 - (iv) apprentices and trainees; and
 - (v) re-employed persons.
- (b) It shall be granted in the following circumstances :
- (i) discharge on abolition of post;
 - (ii) permanent incapacity due to bodily or mental infirmity;
 - (iii) superannuation at the age of 60 years as provided in the Statute 15(2)/13(2); and
 - (iv) retirement after 30 years' qualifying service.
- 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 $16\frac{1}{2}$ times the emoluments or Rs. 30,000 whichever be less.
- (ii) In the case of death, the amount of gratuity shall be calculated under (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 together 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 :** For the 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 foreign 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.

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

- (i) wife in the case of a male employee;
- (ii) husband in the case of a female employee;
- (iii) sons including step-children and adopted children;
- (iv) unmarried and widowed daughters;

* Amended vide Ministry of Education letter No. F. 11-8/78-T. 6, dated 16th July, 1978. Effective from July 11, 1978.

- (v) Brothers below the age of 18 years and unmarried and widowed sisters; } including step brothers and step sisters
- (vi) father;
- (vii) mother;
- (viii) married daughters; and
- (ix) children of a pre-deceased son.

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

* Added vide Ministry of Education letter No. F-11-4/80-T. 6, dated 18th June, 1982. 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 all the terms and conditions including that of retirement benefits which were applicable to me immediately before the *1st January, 1971*. I am aware of this fact that this election is final and that it shall take effect from the *1st January, 1971*.

Witnesses :	Signature _____ (Thumb impression, if illiterate)
(1) _____	Designation _____
(2) _____	Date of election _____

Form II — Declaration

[See paragraph 1(3)]

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

Dated this _____ day of 19 _____

Signature of Subscriber

Two witnesses to the signature :

1. _____

2. _____

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 member of 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
---------------------------------	------------------------------	---	-----	--

Dated this _____ day of _____ 19

at _____

Two witnesses to the signature :

Signature of Subscriber

1. _____

2. _____

APPENDIX II (Contd.)

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

I hereby nominate the 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 accumulations to be paid to each	Contingencies on the happening of which the nomination shall become invalid	Name, address and relationship of the person, if any, to whom the right of the nominee shall pass in the event of his pre-deceasing the subscriber

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.

APPENDIX II (Contd.)

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

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

Name and address of the nominee	Relation-ship with subscriber	Age	*Contingences on the happening of which the nomination shall become invalid	Name, address and relationship of the person, if any, to whom the right of the nominee shall pass in the event of his predeceasing the subscriber

Dated this _____ day of _____ 19

at _____

Two witnesses to the signature :

Signature of Subscriber

1. _____

2. _____

* 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 II (Contd.) -

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

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

Name and addresses of the nominees	Relation-ship with subscriber	Age	*Amount of share of accumulations to be paid to each	†Contingencies on the happening of which the nomination shall become invalid	Name, address and relationship of the person, if any, to whom the right of the nominee shall pass in the event of his pre-deceasing the subscriber

Dated this _____ day of _____ 19

at _____

Two witnesses to 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.

† 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.

Contributory Provident

(See

Account No _____

Date of receipt of Nomination _____

Name _____

YEAR: 19

19

SUBSCRIPTIONS

INSTITUTE'S CONT.

Month	Emoluments	Subscriptions	Refunds of withdrawals	Total	Withdrawals	Monthly balance on which interest is calculated	***	Please see below	Withdrawals	Remarks
April										
May										
June										
July										
August										
September										
October										
November										
December										
January										
February										
March										
General entries										

Total

***Subscriber's emoluments drawn on duty

Balance from	19	19	...	I.I.T. contribution	
Deposits & Refunds as above			...	on Rs.	
Interest for	19	19	...	@	
@			...	Balance from 19	19
Bonus for	19	19	...	Interest for 19	19
@			...		
			...	Total	
			...	Deduct—Withdrawals	
Deduct—Withdrawals as above			...	as above	
Balance on 31st March, 19			...	Balance on 31st	
			...	March, 19	

Calculated/Checked by

III

Fund Ledger

paragraph 5)

Designation _____ Joined on _____

YEAR: 19 _____ 19 _____

SUBSCRIPTIONS _____ INSTITUTE'S CONT. _____

Emoluments	Subscriptions	Refunds of withdrawals	Total	Withdrawals	Monthly balance on which interest is calculated	***	Please see below	Withdrawals	Remarks
------------	---------------	------------------------	-------	-------------	---	-----	------------------	-------------	---------

or during leave or on deputation abroad.

Balance from	19	19	...	I.I.T. contribution on Rs.	
Deposits & Refunds as above			...	@	
Interest for	19	19	...	Balance from 19	19
@				Interest for 19	19
Bonus for	19	19	...	Total	
@				Deduct—Withdrawals as above	
		Total	...	Balance on 31st March, 19	
Deduct—Withdrawals as above			...		
Balance on 31st March, 19			...		

Calculated/Checked by _____

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

APPENDIX IV (Contd.)

(Remarks of the Recommending Authority)

No. _____ Date _____ the _____

Forwarded to the _____

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

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

Signature _____

Designation _____

No. _____ Date _____ the _____

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

Signature _____

Designation _____

-
- Notes : (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.

APPENDIX V

(See paragraph 18)

Forms of Assignment

(1)

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 accept payments towards the within policy of assurance in substitution for the subscriptions payable by me the said _____ to the Contributory Provident Fund, Indian Institute of Technology _____ to accept the withdrawal of the sum of Rs. _____ from the sum to the credit of the said _____ in the Contributory Provident Fund, Indian Institute of Technology _____ for payment of the premium of the within policy of assurance hereby jointly and severally assign 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 assignment of the within policy exists.

Dated this _____ day of _____ 19

Station _____

Signature of Subscriber
and the Joint Assured

One witness to signature :

Note : The assignment may be executed on the policy itself either in the subscriber's handwriting or 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 all 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 all sums which under the rules of the said Fund the said _____ may hereafter become liable to pay to the Fund.

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

Dated this _____ day of _____ 19
Station _____

Signature of the Assignee and the Subscriber

One witness to signature :

(4)

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

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

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

Dated this _____ day of _____ 19

Station _____

Signature of Subscriber

One witness to signature :

APPENDIX VI
(See paragraph 23)

Form of Reassignment and Assignment by the Indian Institute of Technology

All sums which have become payable by the above named _____ under the provisions governing the Contributory Provident Fund, Indian Institute of Technology _____ having been paid and all liability for payment by him of any such sums in the future having ceased the Institute 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 to _____ *

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)

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

APENDIX VII

(See paragraph 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 date of receipt of the statement. If no intimation is received from the subscriber within this period it shall be assumed that he has accepted the statement.
- (ii) The subscriber should state whether he desires to make any alteration in any nomination made under the rules of the Fund.
- (iii) In cases where the subscriber has made no nomination in favour of a member of his family owing to his having no family at the time but acquired a family thereafter the fact should be reported to the Registrar forthwith.

Accounts Officer
Indian Institute of Technology

Dated _____

(Portion to be returned to the Accounts Officer)

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

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

Dated _____ Signature of Subscriber

APPENDIX VIII
FORM OF NOMINATION — FORM I
 (See paragraph 37)

Nomination for Death-cum-Retirement Gratuity

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

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

Name and address of the nominee	Relation-ship with the employee	Age	Contingen-cies on the happening of which the nomi-nation shall become in- valid	Name, address and rela- tionship of the person or persons; if any, to whom the right conferred on the nominee shall pass in the event of the nominee predeceasing the employee or the no- minee dying after the death of the employee but before receiving pay- ment of the gratuity	Amount or share of gratuity payable to each

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

Dated this _____ day of _____ 19____ at _____

Two witnesses to signature :

1. _____

2. _____

Signature of the Employee

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 below, 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 or persons, 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 before receiving payment of the gratuity	Amount or share of gratuity payable to each
---------------------------------	--------------------------------	-----	--	--	---

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

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

Dated this _____ day of _____ 19 _____ at _____

Two witnesses to signature :

1.

2.

Signature of Employee

Nomination by _____

Designation _____

Department _____

Signature of the Registrar

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

FORM III

(See paragraph 37)

Nomination for Death-cum-Retirement Gratuity

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

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

Name and address of the nominee	Relation-ship with the employee	Age	Contingen-cies on the happening of which nomination shall be-come in- valid	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 pre- deceasing the emp- loyee or the nominee dying after the death of the employee but before receiving the payment of the gratuity	Amount of share of gratuity payable to each
---------------------------------	---------------------------------	-----	---	--	---

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

Dated this _____ day of _____ 19__ at _____

Two witnesses to signature :

1. _____

2. _____

Signature of the Employee

Nomination by _____

Signature of the Registrar

Designation _____

Date _____

Department _____

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 employee 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
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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 _____

Signature of Registrar

Department _____

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