

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 Registration Act, 1860, the amount of his accumulations in such Contributory or Non-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 emoluments" means the average emoluments calculated upon the last 10 months of service.
- (vi) "Board" means the Board of Governors 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, 1976. Effective from November 19, 1976.

- (viii) "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 from 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 or wives and children of a subscriber and the widow or widows and children of a deceased son of the subscriber;

Provided that if a subscriber proves that his wife has been judicially separated from him or has ceased under the customary law of the community to which she belongs to be entitled to maintenance, she shall henceforth be deemed to be no longer a member of the subscriber's family in matters to which these rules relate, unless the subscriber subsequently intimates in writing to the Registrar that she shall continue to be so regarded;
 - (ii) in the case of 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 husband from her family, the husband shall henceforth be deemed to be no longer a member of the subscriber's family in matters to which these rules

relate, unless the subscriber subsequently cancels such notice in writing.

Note : "Child" means a legitimate child and includes an adopted child where adoption is recognised by the personal law governing the subscriber.

- (xii) "Form" means a form appended to these provisions.
- (xiii) "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 being not less than severe.
Note : Examples of injuries of certain categories are given in Appendix V.
- (xv) "Institute" means the Indian Institute of Technology.
- (xvi) "Leave" means any variety of leave recognised by the Institute framed in Schedule D under Statute 17.
- *(xvii) "Pay" means the amount drawn monthly by an employee as pay including Dearness Pay where, admissible, which has been sanctioned for the post held by him substantively or in any officiating capacity and includes special pay and personal pay, if any.
- (xviii) "Personal pay" means additional pay granted to an employee—
 - (a) to save him a loss of substantive pay in respect of permanent post owing to a revision of pay or to any reduction of such substantive pay otherwise than as a disciplinary measure; or
 - (b) in exceptional circumstances on other personal consideration.
- †(xix) "Qualifying Service" means service rendered as an employee in a substantive capacity including period spent on probation, continuous/temporary or officiating service under the Institute or under the States/Central Government or under an autonomous organisation or under corporate body of States/Central Government followed without interruption by confirmation in the same or in other post shall count in full as qualifying service except in respect of the period of service in "work charged" establishment and period of service paid from "contingencies."

Explanation I

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

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

† Substituted vide Ministry of Education letter No. F. 11-6/82-T. 6, dated 31st January, 1984. Effective from January 28, 1984.

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 :

- (i) 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 in continuation of authorised leave of absence.

Explanation III

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

- (a) The post should require 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 office" means any risk, not being a special risk, of accident or disease to which an employee is exposed in the course of and as a consequence of his duties, but nothing shall be deemed to be a risk of office which is a risk common to human existence in modern conditions in India, unless such risk is definitely enhanced in kind 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 for the performance of his duties during any riot or civil commotion in the locality and while proceeding from his residence to the place of his employment or vice versa, becomes a victim of any such riot or civil commotion.

- (xxii) "Special pay" means an addition of the nature of pay to emoluments of a post or of an employee granted in consideration of the specially arduous nature of his duties or of a specific addition to his work or responsibility.
- (xxiii) "special risk" means—
- (i) a risk of suffering injury by violence;
 - (ii) a risk of injury by accident to which an employee is exposed in the course of, and as 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.
 - (iii) a risk of contracting disease to which a medical officer is exposed as a result of attending in the course of his official duty to a venereal or septicaemia patient or conducting a postmortem examination in pursuance of that duty.
- (xxiv) "Violence" means the act of a person who 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 under this clause, he shall specify the amount of share payable to each of such persons in such a manner as to cover the whole of the amount payable to the nominee;
 - (b) that the nomination shall become invalid in the event of the happening of a contingency specified therein.

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

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

- (5) Immediately on the death of a nominee in respect of whom no special provision has been made in the nomination under sub-clause (a) of clause (2) of paragraph 5 or on the occurrence of any event by reason of which the nomination becomes invalid in pursuance of sub-clause (b) of clause (2) of paragraph 5 or the proviso thereto, the subscriber shall send to the Registrar a notice in writing 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 Institute shall not be bound by nor shall recognise any assignment or encumbrance executed or attempted to be created which affects the disposal of the amount standing to the credit of a subscriber who dies before the amount becomes payable.

6. Subscriber's Account

An account shall be opened in the name of each subscriber to which shall be credited the subscriber's subscription and interest as provided by these provisions on subscription.

7. Conditions and Rates of Subscription

- (1) Every subscriber shall subscribe monthly to the Fund when on duty in the service of the Institute or on foreign service :

Provided that a subscriber shall not subscribe during the period when he is under suspension and may at his option not subscribe during any period of leave other than leave on average pay or earned leave of less than thirty days' duration, as the case may be.

Provided further that a subscriber on reinstatement after a period passed under suspension shall be allowed the option of paying in one sum or in instalments any sum not exceeding the maximum amount of arrears of subscription payable for that period.

- (2) The subscriber shall intimate his election not to subscribe during leave by a written communication addressed to the Registrar before he proceeds on leave. Failure to make due and timely intimation shall be deemed to constitute an election to subscribe. The option of a subscriber intimated under this 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, the rounding off will be to the next higher or the next lower rupee respectively.
 - (ii) For the purpose of this clause, the emoluments of a subscriber shall be :
 - (a) in the case of a subscriber who was in service on 31st March of

the preceding year, the emoluments to which he was entitled on that date, provide as follows :

- (i) if the subscriber was on leave on the said date and elected not to subscribe during such leave or was under suspension on the said date, his emoluments shall be the emoluments to which he was entitled on the first day after his return to duty;
 - (ii) if the subscriber was on deputation out of India on the said date or was on leave on the said date and continues to be on leave and has elected to subscribe during such leave, his emoluments shall be the emoluments to which he would have been entitled had he been on duty in India;
 - (iii) if the subscriber joined the Fund for the first time on a day subsequent to the said date, his emoluments shall be the emoluments to which he was entitled on such subsequent date.
- (b) In the case of a subscriber who was not in service on the 31st of March of the preceding year, the emoluments to which he was entitled on the first day of his service or, if he joined the Fund for the first time on a date subsequent to the first date of his service, the emoluments to which he was entitled on a such subsequent date.

(2) The amount of subscription so fixed may be:

- (a) reduced once at any time during the course of the year;
- (b) enhanced twice during the course of the year;
- (c) reduced and enhanced as aforesaid.

9. Interest

- (1) The Institute shall pay to the credit of the account of each subscriber, interest at such rate as may be determined by the Board for each year at the beginning of the year.
- (2) Interest shall be credited with effect from the last day in each year in the following manner :
 - (i) on the amount at the credit of a subscriber on the 31st March of the preceding year less any sums withdrawn during the current year—Interest for twelve months;
 - (ii) on sums withdrawn during the current year—Interest from the 1st of -

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

- April of the current year up to the last date of the month preceding the month of withdrawal;
- (iii) on all sums credited to the subscriber's account after the 31st of March of the preceding year—Interest from the date of credit up to the 31st of March of the current year;
 - (iv) the total amount of interest shall be rounded to the nearest rupee (50 paise 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 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 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 be sanctioned by the Director and in the case of the Director by the Chairman to a subscriber from the amount of his subscription and interest thereon standing to his credit, subject to the following conditions :
- (2) No advance shall be granted unless the sanctioning authority is satisfied that the applicant's pecuniary circumstances justify it, and that it will be expended on the following object or objects and not otherwise :
 - (i) To pay expenses incurred in connection with the illness of the applicant, applicant's wife, legitimate children, step-children, parents, sisters and minor brothers actually dependent on him;
 - (ii) To pay for the overseas passage for reasons of health or education of the applicant or the applicant's wife, legitimate children, step-children, parents, sisters and minor brothers actually dependent on him;
 - (iii) To meet the cost of higher education of any person actually dependent on the applicant. Such person need not necessarily be a member of the applicant's family;

(iv) To pay obligatory expenses on a scale appropriate to the applicant's status in connection with marriages, funerals or ceremonies which by his religion it is incumbent on him to perform;

(v) To meet the cost of legal proceedings instituted by the applicant for vindicating his position in regard to any allegations made against him in respect of any act done or purporting to be done by him in the discharge of his official duty;

Provided that the advance under this clause shall not be admissible to an applicant who institutes legal proceedings in any court of law either in respect of any 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 plot or a ready built flat by a State Housing Board or House Building Co-operative Society.

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

When sanctioned for any of the objects mentioned in clause (i) to (vi) of sub-paragraph (2)	3 months' pay of the subscriber
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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 for granting the advance.

(6) The amount of advance shall be recovered in not more than twenty four equal monthly instalments, if the advance was sanctioned for any of the objects mentioned in clauses (i) to (vi) of sub-paragraph (2). Each instalment shall be a number of whole rupees, the amount of advance being raised or reduced, if necessary, to admit of the fixation of such instalments. A subscriber may at his option repay in a smaller number of instalments than that agreed upon at the time of grant of advance or in a lump sum.

(7) Recovery of advance shall be made from the emoluments of a subscriber and shall commence on the first occasion, after the advance is made, on which the subscriber draws emoluments for a full month.

* Added vide Ministry of Education letter No. F. 11-3/80-T. 6, dated 24th March, 1982. 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 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 standing to his credit 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;

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

- (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 ready built flat for his residence including the cost of the land;
 - (ii) for repaying an outstanding amount on account of loan expressly taken for constructing or acquiring a suitable house or a ready built flat for his residence;
 - (iii) for purchasing a plot of land for constructing a house thereon for his residence or repaying any outstanding amount on account of loan expressly taken for this purpose;
 - (iv) for reconstructing or making additions or alterations to a house or a ready built flat already owned or acquired by the subscriber;
 - (v) for renovating, making additions or alterations or upkeep of an ancestral house at a place other than the place of duty or to a house built with the assistance of loan from Government at a place other than the place of duty;
 - (vi) for constructing a house on a plot of land purchased under clause (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 purpose of acquiring a farm 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 quit the service from the date of compulsory retirement or on 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 behalf to the Registrar, become payable to the subscriber.

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

14. Procedure on the Death of a Subscriber

On the death of a subscriber before the amount standing to his credit has become payable, or where the amount has become payable before payment has been made :

(i) *When a subscriber leaves a family*

- (a) If a nomination made by the subscriber in accordance with the subparagraph (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 other than those specified in clauses (i), (ii), (iii) and (iv).

Provided further that the widow or widows and the child or children of

a deceased son shall receive between them in equal part only the share which that son would have received if he had survived the subscriber and had been exempted from the provision of clause (i) of the first proviso.

(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 a statement of his account in the Fund, showing the opening balance on the 1st of April of the year, the total amount credited and debited during the year, the total amount of interest credited as on the 31st March of the year and the closing balance on that date. The Accounts Officer shall attach to the statement of account an enquiry whether the subscriber—
 - (a) desires to make any alteration in any nomination made by the subscriber;
 - (b) has acquired a family (in cases where the subscriber has made no nomination in favour of a member of his family under the rules).
- (2) Subscribers should satisfy themselves as to the correctness of the annual statement, and errors should be brought to the notice of the Accounts Officer within six months from the date of receipt of the statement.
- (3) The Registrar shall, if required by a subscriber once, but not more than once in a year, inform the subscriber of the total amount standing to his credit in the Fund at the end of the last month for which his account has been written up.

***16. Investment of Fund**

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

* Substituted vide Ministry of Education letter No. J. 11011/7777-T. 6, dated 20th July, 1979. Effective from June 25, 1979.

Government as may be notified in this regard from time to time, interest or profit realised on such investments being credited to the Institute as Miscellaneous Receipts.

All investments and securities shall be held in the name of the Institute.

PENSION

17. Superannuation, Invalid and Compensation Pension

- (1) The amount of superannuation, invalid and compensation pension shall be the appropriate amount as set out in Appendix II.
- (2) An employee may retire from service any time after completing 30 years' qualifying service, but before the completion of the age of 60 years, provided he shall give in this behalf a notice in writing to the appropriate authority at least 3 months before the date on which he wishes to retire.
- (3) Institute may also require any 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 subparagraph (3) may be granted retiring pension not exceeding 33/80th 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 employee before attainment of the age of 18 years shall not count towards pension.

18. Qualifying Service

- (1) Every employee shall put in a minimum of ten 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*—If an employee is discharged owing to the abolition of the permanent post, he shall be granted a compensation pension on the scale prescribed in paragraph 19.
 - (b) *Invalid Pension*—An invalid pension shall be granted to an employee on retirement from the service of the Institute for permanent physical or mental disability incapacitating him for further service if certified by the Consulting Medical Officer of the Institute on the scale prescribed in paragraph 19.

* Amended vide Ministry of Education letter No. F. 11-6/76-T. 6, dated 16th July, 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 $\frac{1}{2}$ 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 dearness allowance as may be granted to employees of the Central Government, from time to time.
- (2) (a) In respect of the employees who were in service on 31st March, 1979 and retiring from service on or after that date, the amount of pension shall be calculated in accordance with the following slabs, namely :
- | | | | | |
|-------|--|---|---|---------------------------|
| (i) | Up to first Rs. 1,000 of average emoluments reckonable for pension | : | : | 50% of average emoluments |
| (ii) | Next 500 of average emoluments reckonable for pension | : | : | 45% of average emoluments |
| (iii) | Balance of average emoluments reckonable for pension | : | : | 40% of average emoluments |
- (b) The amount of pension arrived at on the basis of the above slabs shall be related to the maximum qualifying service of 33 years. For employees who, at the time of retirement, have rendered the qualifying service of ten years or more but less than 33 years, the amount of their pension shall be such proportion of the maximum admissible pension as the qualifying service rendered by them bears to the maximum qualifying service of 33 years.
- (c) The pension as determined in accordance with the above slabs plus the maximum relief on pension at the rate of Rs.100 per month

* Substituted vide Ministry of Education letter No. F-11-3/80-T. 6, dated 24th March, 1982. Effective from March 15, 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 dearness 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 commutation of pension within one year of the date of his retirement on superannuation shall not be subjected to medical examination;
*Provided further that an application for commutation of pension shall be made after the date of retirement and the commutation shall become absolute, that is, the retired employee shall become entitled to receive the commuted value on the date on which his application is received by the Head of office.
- (3) The lump sum payable on commutation shall be calculated in accordance with the table appended to Appendix III.
- (4) Commutation when sanctioned shall take effect on the date to be specified in the order and any such date shall be the first of a month and ordinarily about one month later than the date of the order and all calculations shall be made and with reference to the date specified.

21. Death-cum-Retirement Gratuity

- (1) An employee who has completed 5 years' qualifying service may be granted an additional gratuity not exceeding the amount specified in sub-paragraph (3), when he retires from service and is eligible for a gratuity or pension under paragraph 19.
- (2) If an employee who has completed 5 years' qualifying service dies while in

* Inserted vide Ministry of Education letter No. F. 11-5/78-T. 6, dated 23rd 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 $16\frac{1}{2}$ 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 the deficiency 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) For the purpose of this paragraph—
 - (a) "Family" includes the following relatives of the employee :
 - (i) Wife in the case of a male employee;
 - (ii) Husband in the case of a female employee;
 - (iii) Sons;
 - (iv) Unmarried and widowed daughters;

* Amended vide Ministry 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;
- (vi) Father and mother.

Note : (iii) and (iv) above shall include step and adopted children.

- (b) "Person" shall include any company or association of body of individuals, whether incorporated or not.
- (2) An employee shall make a nomination after conferring on one or more persons the right to receive any gratuity that may be sanctioned under sub-paragraphs (2) and (4) of paragraph 21 and gratuity which having become admissible to him under sub-paragraph (1) of that paragraph and sub-paragraph 5 has not been paid to him before death.
- Provided that if at the time of making the nomination, the employee has family, the nomination shall not be in favour of any persons other than the members of his family specified under clause (a) 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 of any specified nominee, that in the event of his predeceasing the employee the right conferred upon that nominee shall pass to such other person as may be specified in the nomination;
Provided that if at the time of making the nomination the employee has a family consisting of more than one member, the person so specified shall not be a person other than a member of his family.
 - (b) that the nomination shall become invalid in the event of the happening of a contingency specified therein.
- (5) The nomination made by an employee who has no family at the time of making it, or a provision made in nomination under clause (a) 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 additional member in the family, as the case may be.
- (6) (a) Every nomination shall be in such one of the forms as may be appropriate in the circumstances of the case.
(b) An employee may at any time cancel a nomination by sending a notice in writing to the appropriate authority.
Provided that any such employee shall, along with such notice send a fresh nomination made in accordance with this paragraph.
- (7) Immediately on the death of a nominee in respect of whom no special

provision has been made in the nomination under clause (a) of sub-paragraph (4) or on the occurrence of any event by reason of which the nomination becomes invalid in pursuance of clause (b) of that sub-paragraph or sub-paragraph (5), the employee shall send to the appropriate authority a notice in writing formally cancelling the nomination, together with 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, take 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 or is declared invalid for further service will be eligible for a gratuity at the rate of one-third of a month's pay for each completed year of service, provided that he has completed not less than five years of continuous service at the time of retirement, discharge or invalidment.
- (2) *Death Gratuity*—The family of a temporary employee who dies while in service shall be eligible for a death gratuity on the scale and subject to the conditions specified below :
 - (a) On death, after completion of one year of service but before completion of three years' service, a gratuity equal to one month's pay.
 - (b) On death, after completion of three years of service but before completion of five years' service, a gratuity equal to two months' pay.
 - (c) On death, after completion of five years of service or more, a gratuity equal to three months' pay or the amount of the terminal gratuity mentioned in sub-paragraph (1) whichever is more.

Note : Pay for the purpose of determining the amount of terminal or death gratuity under sub-paragraph (1) or sub-paragraph (2) shall mean only basic pay and also dearness pay in the case of those who retain the existing scales of pay, at the time of relinquishing service or of death, as the case may be, it will not include special pay, personal pay, and other 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 have drawn had he not proceeded on such leave.

24. Family Pension.

- * (1) (a) A family pension shall be admissible in case of death while in service or after retirement, if at the time of death, the retired employee was in receipt of a compensation, invalid, retiring or superannuation pension :

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 :

<i>Pay of the employee</i>	<i>Monthly pension of the widow/ widower/ children</i>
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 be given only to those who were members of the family of the said employee so declared at the time of retirement.
- (ii) the pension payable thereafter shall be at the rate laid down in the table above;
- (iii) the pension at the rate mentioned under clause (i) shall not be applicable if the employee had put in less than seven years continuous service prior to his death.

* Substituted vide Ministry of Education letter No. F. 11-6/76-T. 6, dated 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 left behind an eligible minor child from another wife, the eligible minor child shall be paid the share of pension which the mother would have received if she had been alive at the time of death of the employee.

- (d) in the event of re-marriage or death of the widow/widower, the pension shall be granted to the minor children through their natural guardian.

*27. 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) For the purpose of Extraordinary Pension and Gratuity Scheme, injury shall be classified as follows :

* Omitted vide Ministry of Education letter No. F.11-8/76-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 eye or limb or are of a more serious nature.

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

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

29. (1) If a member of the staff sustains an injury, which falls within Class A, he shall be awarded :
- (a) a gratuity of the applicable amount specified in Appendix IV.
 - (b) with effect from the date following the expiry of one year from the date of the injury :
 - (i) if the injury has resulted in the permanent loss of more than one limb or one eye, a permanent pension of the applicable amount specified in Appendix IV for a higher scale pensions; and
 - (ii) in other cases, a permanent pension the amount of which shall not exceed the applicable amount specified in Appendix IV for a higher scale pension and shall not be less than half that amount.
- (2) If a member of the staff sustains an injury which falls within Class B, he shall be awarded :
- (a) If the injury has resulted in the permanent loss of an eye or limb or is of more serious nature, a permanent pension, with effect from the date of the injury, of an amount which shall not exceed the applicable amount specified in Appendix IV, for a lower scale pension and shall not be less than half that amount.
 - (b) In other cases :
 - (i) for a period of one year, with effect from the date of the injury a temporary pension the amount of which shall not exceed the applicable amount specified in Appendix IV for a lower scale pension and shall not be less than half that amount, and thereafter;
 - (ii) a pension within the limit specified in sub-clause (i), if the Consulting Medical Officer of the Institute from year to year certifies that the injury continues to be very severe.

- (3) If an employee sustains an injury which 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—
 - (i) a gratuity of the applicable amount specified in paragraph 21; and
 - (ii) a pension the amount of which shall not exceed the applicable amount specified in paragraph 24.
- (b) If the employee is killed or dies of injuries received as a result of risk of office, a pension the amount of which shall not exceed the applicable amount specified in paragraph 24.

Provided that if the pay of the deceased member of the staff was less than Rs. 200, the monthly pension or the sum of pensions that may be granted under this paragraph shall not, irrespective of the rates (including the minimum limits) specified in paragraph 24 exceed the limit of one-half of his pay and if in any case the sum of such pensions calculated under paragraph 24 exceeds the limit of one-half of his pay such a *pro rata* reduction shall be made in the amount of each individual pension as will reduce the sum to such limit.

32. If the deceased employee has left neither a widow nor a child, an award may be made to his father and his mother individually or jointly and in the absence of the father and mother to minor brothers and sisters, individually or jointly if they were largely dependent on the employee for support and are in pecuniary need.

Provided that the total amount of the award shall not exceed one half of the pension that would have been admissible to the widow under the preceding paragraph.

Provided further that each minor brother's or sister's share shall not exceed the amount of pension specified in paragraph 24 for a "child who is not motherless".

33. Any award made under paragraph 32 shall in the event of an improvement in the pecuniary circumstances of the pensioner, be subject to review in such manner as the Board may by order prescribe.

34. A family pension shall take effect from the day following the death of the employee or from such other date as the Board may determine.

35. A family pension shall ordinarily be tenable---

- (a) in the case of a widow or mother until death or remarriage, whichever occurs earlier;
- (b) in the case of a minor son, or minor brother, until the age of 18;
- (c) in the case of an unmarried daughter or minor sister, until marriage or until she attains the age of 21, whichever occurs earlier;
- (d) in the case of a father, for life.

36. Except as otherwise provided in the 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 be eligible under other schemes.

37. (1) When a claim for any injury pension or gratuity or family pension arises under the Extraordinary Pension and Gratuity Scheme, the officer in charge of the office or the department or section in which the injured or the deceased was employed shall forward the claim to the Board through the Director with the following documents :

- (a) a full statement of circumstances in which the injury was received, the disease was contracted or the death occurred;
- (b) the application for injury pension or gratuity in Form X, or as the case may be, the application for family pension in Form XI;
- (c) in the case of an injured employee or one who has contracted a disease, medical report in Form XII;
- (d) in the case of a deceased employee, a medical report as to the death or reliable evidence as to the actual occurrence of the death, if the employee lost his life in such circumstances that a medical report cannot be secured.

(2) The Director while placing the above documents before the Board shall add

to it a report of the Audit Officer as to whether an award is admissible under the Scheme and if so, of what amount.

***37A. Deposit Linked Insurance Scheme**

On the death of a subscriber, the person entitled to receive the amount standing at the credit of the subscriber shall be paid by the Accounts Officer an additional amount equal to the average balance in the account during the 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, 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 aofresaid period of three years, a post of the maximum of the pay scale of which is Rs. 291 or more but less than Rs. 900,
 - (iv) Rs. 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 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 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).

* 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.

3. Any sum payable under this scheme is in the nature of insurance money and, therefore, the statutory protection given by section 3 of the Provident Funds Act; 1925 (19 of 1925) does not apply to sums payable under this scheme.
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 be issued by the Board from time to time.

39. When the Board is satisfied that the operation 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 autonomous organisation or the service of a Corporate body of Central/State Governments take up with proper permission another appointment under any of the Institute incorporated under any of the Institute of Technology Act, 1961 or any Central University service in which counts in full or part for pension is not a resignation and such resignation shall not constitute interruption in service.

Provided that in any such case the proportionate pensionary liability is borne by the employer from whose services the employee joins the Institute or Central University in case where an interruption in service is inevitable due to the two appointments being in different stations, such interruptions not exceeding the joining time permissible under the rules of transfer shall be covered by grant of leave of any kind due to the employee on the date of release or by formal condonation as referred to above to the extent to which the period is not covered by leave due to the employee.

Provided further that such employee shall be required to surrender in lump sum or instalments not exceeding 12 in number, employer's contributions in

* Substituted vide Ministry of Education letter No. F. 11-6/82-T. 6, dated 31st January, 1984. Effective from January 28, 1984.

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 itself 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.