

RAMAN RESEARCH INSTITUTE

Bangalore

Regulations and Bye - Laws

&

Appendices to Bye – Laws

June 2004

RAMAN RESEARCH INSTITUTE

Bangalore

Regulations and Bye – Laws

June 2004

RAMAN RESEARCH INSTITUTE

Bangalore

Regulations

June 2004

RAMAN RESEARCH INSTITUTE

Bangalore

Regulations

Regulations for the Administration and Management of the Raman Research Institute framed under Clause XX of the Raman Research Institute Trust Deed dated 8th July, 1971.

1. Short Title : These regulation shall be called the Regulations of the Raman Research Institute.
2. Interpretation : Unless there is anything contrary in the Subject or context –
1. 'Council' means the Council of the Management.
 2. 'Director' means the Director of the Institute.
 3. 'Institute' means the Raman Research Institute.
 4. 'Trustees' means the Trustees of the Raman Research Institute Trust constituted under an Indenture of Trust (hereinafter called 'The Trust Deed') executed by the Indian Academy of Sciences on the eighth day of July, one thousand nine hundred and seventy one.
 5. 'Year' means the Calendar year.
 6. 'Financial Year' means the period of twelve Calendar months beginning from the first day of April and ending on the thirty first day of march.

3. Administration and Management

Subject to the provisions of the Trust Deed and the control and direction of the Board of Trustees and these regulations including such regulations as may hereafter be made from time to time, the administration and management of the Institute shall vest in the Council.

4. Constitution of the Council

The Council shall consist of:

- a. Two members appointed by the Government of India
- b. Two members appointed by the Trustees of the Raman Research Institute Trust.
- c. Three scientists appointed jointly by the Government of India and the Trustees,
and
- d. The Director of the Institute (ex-officio member).

5. Chairman of the Council

The Council shall elect its own Chairman from among its members other than the Director.

6. Secretary to the Council

The Administrative Officer appointed under regulation 16 or in his absence any other officer nominated by the Director shall be the ex-officio Secretary to the Council. He shall act as recorder to the Institute and shall have charge of all documents relating to the Institute.

7. Vacancies

When a vacancy occurs in the office of a member of the Council other than the Director through death, resignation or for any other reason, such vacancy shall be filled by the authority or body which appointed such members.

8. Council to be executive body of the Institute

The Council shall be the executive body of the Institute and subject to the provisions of the Trust Deed and these regulations the Council shall conduct the administration and management of the Institute.

9. Bye-Laws

The Council may frame bye-laws from time to time not inconsistent with these regulations for the general administration and management of the Institute and may in particular provide for the following matters :-

- a. Conduct a business and the procedures to be adapted at meetings of the council and the quorum for such meetings;
- b. Finances and accounts of the Institute;
- c. Terms and tenure of appointments, emoluments, allowance and other conditions of service of the members of staff of the Institute;
- d. Duties and functions of the Director and other members of staff of the Institute;
- e. Rules regarding discipline, suspension and dismissal of the members of staff of the institute;
- f. Programme of research of the institute;
- g. Execution of contracts and other instruments on behalf of the Institute;
- h. Establishment and Maintenance of Pension, Provident of other funds for the benefit of the members of staff or for the purposes of the Institute;
- i. Conduct and defense of legal proceedings and the manner of signing pleadings ; and
- j. Such other matters as may be necessary for the administration of the Institute;

10. Finance Committee

i. The Council shall be assisted by a Finance Committee consisting of the following persons:

- | | |
|--|------------|
| a. Chairman of the Council | |
| Chairman-Ex-Officio | |
| b. Nominee of the Government of India | 1 |
| c. Nominee of the Raman Research Institute Trust | 1 |
| d. Director | Ex-Officio |

ii. The Administrative Officer shall be the non-member Secretary to the Committee.

iii. The duties of the Finance Committee shall be the following:

- a) Examine and scrutinize the budget of the Institute proposed by the Director and make recommendations to the Council.
- b) Consider all proposals for new expenditure which are referred to the Finance Committee for opinion before they are considered by the Council and make recommendations thereon to the Council.
- c) Consider the re-appropriation statements and audit notes and make recommendations thereon to the Council.
- d) Review the finances of the Institute from time to time.
- e) Give advice and make recommendations to the Council on any other financial question affecting the Institute either on its own initiative or on the initiative of the Council or of the Director.

11. Members of the Staff of the Institute

Subject to the provisions of these Regulations, the staff of the Institute Will. Consist of:

- i. Director
- ii. Professors (Full and Associate)
- iii. Other members of the Scientific/ Technical staff including visiting Scientists.
- iv. Administrative Officer, and
- v. Such other staff as may be considered necessary for the work of the Institute.

12. Appointment of Director

- i. The Raman Research Institute Trust shall appoint the Director by invitation. The Trust may lay down the procedure for the appointment. The Director shall normally hold office for a period not exceeding five years at a time. His emoluments, allowances and other conditions of service shall be fixed by the Trust.
- ii. Subject to the provisions of the Regulations, the Director shall be the Chief Executive and Academic Officer of the Institute and shall be responsible for the Administration of the Institute. The Director shall be a professor of the Institute in his own field.

13. Powers of the Delegation of the Director

The Director may delegate some of his powers, functions and duties to any member of the staff of the Institute and report such delegation to the Council at its next meeting.

14. Appointments of officiating Director or Temporary Director

Notwithstanding anything contained in Regulation 12 the Council may appoint a person to officiate as Director in the absence of the Director appointed under Regulation 12. The Council may also make a temporary appointment of Director in a Vacancy of the office of Director, Every appointment under this Regulation shall be for a period not exceeding one year at a time. An officiating Director or a temporary Director shall discharge only such of the duties and functions vested in the Director as may from time to time be sanctioned by the Council and the Council may impose conditions and restrictions as to the discharge of any such duty or function by the officiating or temporary Director.

15. Appointments by Council

The appointment of members of the staff with scale of pay starting at Rs. 12,000/- p.m. and above shall be made by invitation by the Council on the recommendation of the Director for a period normally not exceeding five years at a time.

16. Appointment of Administrative Officer

The appointment of Administrative Officers shall be made by the Council on the recommendation of the Director.

17. Appointment of other staff

Visiting scientists at all levels, and all members of staff other than those covered by Regulations 15 and 16 shall be appointed by the Director or by an officer to whom the power has been delegated by him under Regulation 13.

18. Finance of the Institute

The properties and funds of the institute shall consist of:

- a. Recurring grants made by the Government of India and the Trustees.
- b. Other grants, donations, and gifts (periodical or otherwise) other than those intended to form the corpus of the property and funds of, or held for the benefit of the Institute by the Trustees,
- c. Income from properties and funds placed at the disposal of the Council and other annual receipts; and
- d. All machinery, plant, equipment and instruments (whether laboratory, workshop or otherwise), books and journals, furniture, furnishings and fixtures belonging to the Institute.

19. Acceptance of donations, etc.

The council may accept donations, gifts and subscriptions for specific purposes provided no onerous conditions are attached to them and provided that donations, gifts and subscriptions other than those falling under Clauses (b) and (d) of Regulation 18 shall be transferred to the institute and vested in the Trustees.

20. Budget and Accounts

- a. The Council shall frame the Annual Budget before the end of September of the previous year and forward copies thereof to the Government of India and the Trustees of their information.
- b. Moneys forming part of the funds of the Institute vested in the Council shall be deposited in an approved Government Bank or Banks.

- c. The Accounts of the Institute shall be audited annually by a chartered accountant or accountants as defined in the *Chartered Accountants Act, 1949 (XXXVIII of 1949)* to be appointed by the Council.

21. Annual Report

The Council shall submit a report on the working of the Institute annually to the Government of India and the Trustees. Such report shall contain particulars regarding the work of the Institute during the previous year and shall be accompanied by a balance sheet duly audited showing the income and expenditure of the Institute during the said year.

- 22.** No act of any of the authorities or any bodies, or any committees appointed by such authorities are constituted under the provisions of the Regulations or Bye-Laws shall be invalid merely by reason of:
- a. Any vacancy therein or defect in the constitution thereof, or
 - b. Any defect in the election, nomination or appointment of a person acting as a member thereof, or
 - c. Any irregularity in its procedure not affecting the merits of the case.

RAMAN RESEARCH INSTITUTE

Bangalore

Bye- Laws

JUNE 2004

BYE-LAWS under Regulation for the Administration and Management of the Raman Research Institute.

I. COUNCIL MEETINGS AND PROCEDURES

1.1 Meetings

Meetings of the Council shall be held ordinarily two times a year. An extra-ordinary meeting shall be convened on the written requisition of at least two members of the Council.

1.2 Place of Meeting

Meetings of the Council shall be held at the Institute unless the Chairman otherwise directs.

1.3 Notice of Meeting

Notice of a meeting shall be given to the members at least fourteen days before the day of meeting.

1.4 Quorum and Procedure

Four members shall form a quorum and all questions shall be decided by a majority of votes of the members present and voting. In the event of a tie, the chairman shall have a second or casting vote.

1.5 Adjourned Meeting

If there is no quorum at the expiration of fifteen minutes after the time fixed for a meeting, the meeting shall be adjourned to such a date as the Chairman may fix. No quorum shall be necessary for a meeting adjourned for want of a quorum.

1.6 Chairman of the Meeting

The Chairman of the Council shall preside at all meetings of the Council. In the absence of the Chairman, the members present shall elect one from among themselves to preside at the meeting.

1.7 Minutes

The Administrative Office shall keep the minutes of meetings of the Council and send a copy of the minutes of every such meeting as early as possible to the address of every member.

1.8 Vacancy

When a vacancy occurs in the office of a member of the Council through death, resignation or any other cause, the Administrative Officer shall as soon as possible, notify the vacancy to the authority concerned requesting it to appoint a member to fill the vacancy.

1.9 Advisory Committees

The council may appoint advisory committees consisting of its own members or of other persons or both to report to it upon any matter concerning the institute. In particular, it may appoint periodically a high level committee of scientists, distinguished in the fields of activity of the Institute, to review the work of the Institute and submit a report.

1.10 Committees of the Council

The Council may appoint committees from amongst its own members or the staff of the Institute or both and may assign to such committees such powers and duties as are in accordance with the Regulations and Bye-Laws.

1.11 Tenure of office of the Council

The tenure of office of the Council shall be five years. At the end of five years the authorities responsible for appointing members to the Council shall be requested for fresh nominations. Retiring members are eligible for re-nomination.

Provided, however, that when the authorities responsible for appointing members to the Council consider it appropriate or necessary. Such authorities may approve the extension of tenure of the Council by a period not exceeding one year over and above the five year term mentioned above.

II. WORKING HOURS AND HOLIDAYS OF THE INSTITUTE

2.1 The working hours of the Institute shall be fixed by the Director.

2.2 Sundays and such special days as may be fixed by the Director shall be observed as holidays for the Institute. All such special days will be termed Institute holidays and notified at the beginning of each calendar year.

III. FINANCES AND ACCOUNTS

3.1 Accounts

The Administrative Officer shall be responsible for the proper maintenance of accounts of the Institute.

3.2 Receipts

All money received for on behalf of the Institute shall be placed in a current or fixed deposit account with a government bank in the name of the Institute.

3.3 Payments

Payments by or on behalf of the Institute exceeding Rs. 500/- shall normally be made by cheque. All cheques shall be signed by the Director or by an officer authorized by him.

3.4 Permanent Advance

A permanent advance of a sum to be fixed from time to time by the Director may be kept by the Administrative Officer for cash payments.

3.5 Budget Estimates

The Budget Estimates for ensuing year shall normally be finalized in September by the Council. The budget will show under various heads (i) the actual expenditure of the preceding year, (ii) the revised estimates for the current year indicating separately the actual expenditure up to the end of August in the current year and the anticipated expenditure for the remaining period of the year and (iii) the Budget Estimates for the ensuing year.

IV. STAFF OF THE INSTITUTE

NOTE : *The staff of the Institute, other than the Director are grouped as follows:-*

i. Scientific Staff

Which term includes professors (Full and Associate), Scientists, Engineers, Senior and junior scientific research associates and fellows, research assistants and other members of staff doing scientific work.

ii. Administrative and Maintenance Staff

Which term includes, the Administrative Officer, Dy. Administrative Officer, Accounts Officer, Purchase Officer, Stores Officer, Store-keeper, Personal Assistants, Stenographers, Clerks, Attendants, Cleaners, Drivers, Gardeners, Watchmen and other members of the staff doing administrative and maintenance work.

iii. Medical Staff

Which term includes, Doctors, Dentists, Nurses, and other members of the staff doing medical work.

iv. Technical Staff

Which term includes Librarian, Library Assistants, Workshop Engineers, Workshop Superintendents, Foremen, Technical Assistants, Glass Blowers, Mechanics, Electricians and other members of the staff doing technical work.

4.1 Appointment Procedures

The Council may provide guidelines regarding appointment procedures from time to time.

4.2 Emoluments and Allowances

The Council shall fix the scales of pay and allowances of the staff of the Institute from time to time.

4.3 Terms of Appointment

4.3.1 Report on Physics Fitness

Every employee shall prior to taking up his appointment, be medically examined by the Medical Officer of the Institute or by a Medical Officer nominated by the Director. He shall undergo medical examinations wherever required by the Director or the Council but not oftener than once a year.

4.3.2 *Agreement*

Every employee of the Institute shall accept in writing the terms and conditions of his appointment before joining the Institute and again before taking up each subsequent appointment.

4.3.3 *Salary*

Every employee shall be paid the salary fixed for his post, every month, so long as he remains in the service of the Institute and satisfactorily performs his duties.

4.3.4 *Obedience to Rules and Regulations*

During the period of his service every employee shall observe, obey and abide by the Regulations of the Institute and the Bye-Laws made from time to time by the Council and all standing orders passed by the Director under Bye-Law 5.1.3 below.

4.3.5 *Provident Fund Benefit*

During the continuance of his service an employee shall contribute to the Provident Fund, in accordance with the rules framed in that behalf by the Council from time to time.

4.3.6 *Specific Work*

Every employee shall perform such duties as may be entrusted to him and shall, to the best of his ability, carry out the lawful directions of the Council or the Director, or of any other person to whose authority he may be subject, according to the regulations and bye-laws of the Institute and the standing orders of the Director.

4.3.7 *Whole Time Service*

An employee shall devote his whole time to the service of the Institute and shall not engage directly or indirectly in any other activity unless permitted by the Director or an Officer to whom the power has been delegated by the Director or absent himself from duty except in case of accident or sickness certified by a competent medical authority or prior sanction of leave of absence.

4.3.8 *Leave*

Employees will be eligible for leave in accordance with the leave rules framed by the Council from time to time.

4.3.9 *Discipline*

The authority which appoints a member of the staff of the Institute may suspend, discharge, dismiss, or otherwise punish him for misconduct or for breach of the terms and conditions of his appointment. The Council may lay down procedures for the same.

4.4 Tenure of Appointment

4.4.1 *Period of Service*

Members of the scientific staff than those in junior positions as specified from time to time shall in the first instance, be appointed for a period normally not exceeding five years, which may include a probationary period, normally of two years. On the satisfactory completion of a period of service of five years, they may be offered for further appointments on contract without probation. All technical, medical, administrative and maintenance staff and junior scientific staff specified from time to time shall be appointed on probation for a period normally not exceeding two years after which the appointment may be continued till the date of superannuation – 60 years for scientific, technical medical, administrative and maintenance staff.

4.4.2 *Extension*

A member of the staff may be granted extension after superannuation if the Appointing Authority is satisfied that his services are required in the interests of the Institute and that the member is competent and fit in all respects to render further service.

4.5 Termination of Contract / Appointment

4.5.1 *Scientific Staff*

Subject to any contract under Bye-Law 4.4.1 the agreement of service of any member of the Scientific Staff shall be terminated by either party giving to the other not less than six month's notice in writing to terminate it except during the period of probation, when no notice will be required.

4.5.2 *Technical, Medical, Administrative & Maintenance Staff*

The service of any member of the Technical, medical, administrative and maintenance staff shall be terminated by either party giving to the other a period of notice not less than three months except during the period of probation, when no notice will be required.

4.5.3 *Curtailment of period of notice*

Notwithstanding anything contained in 4.5.1 and 4.5.2

- a. The service of any member of the staff may be terminated by giving a shorter notice than that specified in paragraph 4.5.1 and 4.5.2 on payment to him of a sum equivalent to the amount of his pay plus allowances for the period by which such notice falls short of the period specified.
- b. The appointing authority, may accept a shorter period of notice from a member of the staff in special circumstances.

4.5.4 Leave on Termination of Service

Earned Leave on full pay if granted may be counted towards the period of notice required under Bye-Law 4.5.1 and 4.5.2 and for any part not so utilized, pay and allowances may be paid at the discretion of the Director.

V. DUTIES AND FUNCTIONS OF THE OFFICERS OF THE INSTITUTE

5.1 Duties of the Director

5.1.1 The Director shall exercise general supervision over the programme of work and the research projects of the Institute.

5.1.2 It shall be the duty of the Director to carry on the work of the Institute in accordance with the Regulations and Bye-Laws for the administration and management of the Institute.

5.1.3 The Director shall have powers to issue standing orders relating to the business of the Institute subject to the provisions of the Regulations and Bye-Laws of the Institute

5.1.4 In case of an emergency, he may take such action as may be necessary and report it to the Council.

5.1.5 All members of staff of the Institute shall be under the administrative control of the Director.

5.1.6 Sanction of Expenditure

All expenditure within the budget grant shall be approved and sanctioned by the Director, or a member of the staff to whom the power has been delegated by the Director. The Director shall have the power to make re-appropriations subject to the following conditions.

- i. Re-appropriation to augment the provision under the head "Salaries, Allowances and Provident Fund Contributions" shall require the prior consent of the Council.
- ii. No re-appropriation shall be made from the head of capital expenditure to the head of revenue expenditure.

5.1.7 Annual Report

The Director shall submit the Annual Report of the Institute to the Council by the end of September each year.

5.2 Duties of Administrative Officer

5.2.1 *Work under the direction of the Director*

The Administrative Officer shall perform his duties in all matters concerning the Institute as directed by the Director.

5.2.2 *Administration*

The Administrative Officer will be responsible for the general administration and maintenance of the Institute.

5.2.3 *Secretary to the Council*

The Administrative Officer shall act as Secretary to the Council.

5.2.4 *Maintenance of the Premises*

The Administrative Officer will be responsible for the maintenance and upkeep of the premises and the property of the Institute.

5.2.5 *Annual Budget Estimates*

The Administrative Officer shall prepare the annual budget estimates for the Director, for submission to the Council.

VI. PROFESSORS EMERITUS, TEMPORARY MEMBERS

6.1 Professors Emeritus

The Council may, on the recommendation of the Director, designate a Professor, who has retired from the Institute as Emeritus Professor, who has retired from the other academic Institute as Emeritus Professor. Emeritus Professors shall enjoy such privileges as may be decided by the Council from time to time.

6.2 Temporary Members

Visiting Scientists/Engineer may be invited/appointed by the Director as Temporary Members for participating in the work of the Institute. Temporary Members may be paid such honoraria as may be decided by the Director provided that in all cases where the honoraria exceed Rs. 20,000/- p.m. he shall make the decision in concurrence with the Chairman of the Council.

VII. EXECUTION OF CONTRACTS ON BEHALF OF THE INSTITUTE

7.1 Contracts with Director

Contract between the Institute and the Director shall be signed by the Chairman of the Council.

7.2 Contracts with Other

All other contracts by or on behalf of the Institute shall be signed by the Director or by an Officer of the Institute empowered by him.

7.3 Representation in Legal Proceedings

The Administrative Officer may sue and be sued in the name of the Institute.

VIII. OTHER MATTERS REALTING TO THE ADMINISTRATION AND MANAGEMENT OF THE INSTITUTE

8.1 Travelling Allowance

Allowances for members of the Council and of the staff of the Institute for travel in connection with the business of the Institute shall be paid in accordance with the rules framed by the Council for that purpose from time to time.

8.2 Retirement Benefit

Retirement benefits for the staff of the Institute shall be paid in accordance with the rules framed by the Council from time to time.

8.3 Leave Travel Assistance

Assistance for travel during leave may be provided to the staff of the Institute in accordance with the rules framed by the Council from time to time.

8.4 Deputation / Attendance of Conference

8.4.1 Members of staff may attend conferences, congresses, etc., and may be deputed for training or for the work of the Institute at the discretion of the Director.

8.4.2 Members of Staff when attending conferences, congresses, etc., or when deputed by the Institute under Bye-Law 8.4.1, will be eligible for salary and other admissible allowances as approved by the Director.

8.5 Publications

Publications in scientific literature resulting from work carried on in the Institute by members of the staff of the Institute shall contain the Institute's name.

8.6 Extra Mural Activities

Members of Staff may participate in extra mural activities connected with their field of work with approval of the Director or a member of staff to whom the power has been delegated by the Director.

8.7 Examinerships:

Members of staff may, if invited to do so, accept examinerships provided that such examinerships do not interfere with their work at the Institute and provided further that permission has been obtained from the Director or a member of the staff authorized by him.

SCHEDULE TO BYE-LAW 4.1

Sl. No.	Description of Posts	Authority competent to appoint and to impose penalties
1.	Director	Raman Research Institute Trust
2.	Administrative Officer and all posts with salary scale starting at Rs. 12,000/- p.m and above	Council
3.	All Posts carrying a salary scale starting at Rs. 8,000/- p.m and above but below Rs. 12,000/- p.m	Director
4.	All posts carrying a salary starting below Rs. 8,000/- p.m	Director Or by delegation Administrative Officer

5. Agenda Item 5: Extension of Medical Reimbursement facility to the Retired Employees

- 5.1 The Council received a note that since early seventies the Institute has been following the Central Government Health Scheme as was obtaining in TIFR, etc. The Council also noted that a similar scheme was followed in other institutions, like CPRI, JNCASR, IISC, IIA etc. The Director reported to the Council that as there were no retirees in the seventies, and only a few retired in the eighties, the Institute had not extended the medical reimbursement to retirees. And that since the present number of pensioners has reached to about fifty; it is proposed to extend this facility to them and to future retirees.
- 5.2 The Director further informed the Council that as the Scheme, similar to the one being followed by the Institute, covered the pensioners, the same was being placed before it for its information and endorsement.
- 5.3 The Council took note of the proposal and endorsed the same.

RAMAN RESEARCH INSTITUTE

Bangalore

September 2, 2005

OFFICE NOTE

Sub : Extension of Contributory Medical Reimbursement Facility

—

The Institute is please to inform you of its decision to extend medical reimbursement facility to Pensioners of the Institute with effect from 1 October 2005. A brief write-up in this regard is attached. More details will be sent to you in due course.

In the meantime may we request you to please indicate your willingness, or otherwise to avail of this proposed medical reimbursement scheme. A prescribed format is attached for this purpose, which may please be returned to the Institute before 15th of September 2005.

Administrative officer

Encl : as above

Raman Research Institute

Bangalore

Sub: Contributory Medical Scheme (CMS)

Ref: Office Note dated September 2, 2005

(Please tick the appropriate box)

- | | | |
|---|--|--------------------------|
| 1 | I do not wish to avail this facility | <input type="checkbox"/> |
| 2 | I took voluntary retirement from the Institute and has attained 60 years and wish to avail this facility | <input type="checkbox"/> |
| 3 | I took Voluntary retirement and not gainfully employed | <input type="checkbox"/> |
| 4 | I wish to avail this facility. I hereby certify that my Spouse or myself are not in receipt of any medical aid /reimbursement from other sources | <input type="checkbox"/> |

Note: Please send two passport size photographs of yours and spouse, if applicable

Signature _____

Name _____

Date:

Place:

To,
The Administrative Officer
Raman Research Institute
CV Raman Avenue
Sadashivanagar
Bangalore 560080.

GUIDELINES / NORMS OF CONTRIBUTORY MEDICAL SCHEME (CMS) FOR PENSIONERS / FAMILY PENSIONERS

The Contributory Medical Scheme now extended to the pensioners and family pensioners is almost the same as applicable to the serving employees of the Institute.

The scheme comes into effect from 1 October 2005 and is applicable to all the pensioners and family pensioners of the Institute, except those on ex-gratia payments.

The benefits of the Scheme shall be admissible only to those members of the family covered by the definition "Family in the CCS (Pension) Rules, (Family Pension) Rules". The medical coverage will be limited to pensioner/and spouse/ and family pensioners.

The contribution shall be recovered monthly from the pension/family pension payable. However, if the beneficiaries opt to contribute in case, in advance (monthly/half yearly/yearly), they may do so.

Benefits of this option scheme is not available to the persons receiving or eligible to receive medical aid facility /cash subsidy / cash allowance / reimbursement for medical care, etc., from other sources like Railways, CGHS, Commercial Organisations, PSUs, State Government, Private Sector organisations. However, the beneficiaries shall have to declare to this effect every year at the beginning.

Pensioners opting to settle outside Bangalore, will be authorized to avail treatment through any of the DOE/DOS approved panel of doctors/hospitals.

The monthly contribution is equal to 1% of the last pay + DP drawn (without maximum limit) (which was reckoned for fixation of pension).

If any question arises relating to the interpretation / regulation of the claims for reimbursement, it shall be referred to the Director whose decision thereon shall be final and binding.

RAMAN RESEARCH INSTITUTE
Bangalore

Appendices to Bye – Laws

June 2004

SCHEDULES OF SCALES OF PAY

(Bye-Law 4.2)

RAMAN RESEARCH INSTITUTE

Bangalore

APPENDICES TO BYE-LAWS

CONTENTS

APPENDIX NO.	DESCRIPTION	PAGE
I	Schedule of Scales of Pay (Bye - Law 4.2)	1 – 4
II	Leave Rules	5 – 4
III	Travelling Allowance Rules (Bye – Law 8.1)	15
IV	Leave Travel Assistance Rules (Bye – Law 8.3)	16

APPENDIX NO.	DESCRIPTION	PAGE
V	Appointment Procedures (Bye – Law 4.1)	17 – 18
VI	Retirement Benefit Rules - Contributory Provident Fund cum Gratuity Rules (Bye – Law 8.2)	19 – 47

RAMAN RESEARCH INSTITUTE
Bangalore

APPENDIX I

SCHEDULE OF SCALES OF PAY

	DESIGNATION	SCALES OF PAY IV PAY COMMISSION (PREVIOUS)	SCALES OF PAY V PAY COMMISSION (CURRENT EQUIVALENT)
SCIENTIFIC/TECHNICAL			
1	Director	8000 (fixed)	26000 (fixed)
2	Distinguished Professor	7300 (fixed)	22400 (fixed)
3	Professor/Senior Engineer 'F'	5900-200-6700	18400-500-22400
4	Professor/Senior Engineer 'E'	5100-150-5700-200-6300	16400-450-20000
5	Assoc. Professor/Assoc. Engineer 'D'	4500-150-5700	14300-400-18300
6	Assoc. Professor/Assoc. Engineer 'C' / Scientist 'C'	3700-125-4700-150-5000	12000-375-16500
7	Research Associate/Engg. Associate 'B'/Medical	3000-100-3500-125-4500	10000-325-15000
8	Research Scientist/Engineer 'A' / Medical Officer 'A'/Asst. Librarian	2200-75-2800-100-4000	8000-275-13500
9	Research Asst. 'D';Tech.Asst. 'D' / Engg, Asst. 'D' / Library Asst. 'D'/Nurse D	1640-60-2600-75-2900	5500-175-9000
10	Research Asst. 'B'/Tech. Asst 'B' / Engg. Asst. 'C'/Nurse 'C'/Engg. Asst.B	1400-40-1800-50-2300	4500-125-7000
11	Research Asst. 'B'/Tech. Asst. 'B' / Engg. Asst. 'B'/Lab Asst. 'D'/Library Asst. 'B' / Tradesman 'D'/Driver Mechanic/Compounder 'B'/Nurse 'B'	1320-30-1560-40-2040	4000-100-6000
12	Research Asst. 'A'/Tech. Asst. 'A' / Engg. Asst. 'A'/Lab Asst. 'C' / Library Asst. 'A' Tradesman 'C' / Driver 'C' / Compounder 'A' /Nurse 'A' Lab Asst.'B'/Tradesman 'B'/Driver 'B'	1200-30-1560-40-2040	

13	Lab Asst. 'A'/Tradesman 'A' / Driver 'A' Medical Attendant 'C'	1150-25-1500	3050-75-3950-80-4590
14	Lab Attendant 'B' / Lab. Helper 'A' / Medical Attendant 'A' / Tradesman	950-20-1150-25-1500	2610-60-3150-65-3540
15		775-12-1955-14-1025	

	DESIGNATION	SCALES OF PAY IV PAY COMMISSION (PREVIOUS)	SCALES OF PAY V PAY COMMISSION (CURRENT EQUIVALENT)
	ADMINISTRATION/GENERAL		
A	Administrative Officer	3700-125-4700-150-5000	14300-400-18300
B	Dy. Administrative Officer	3700-125-4700-150-5000	12000-375-16500
C	Purchase officer 'B'/ Accounts Officer 'B'/Public Relations Officer 'C'/Asst. Admn. Officer 'B'/Stores Officer 'B'/ Establishment Officer	3000-100-3500-125-4500	10000-325-15200
D	Purchase Officer 'A'/Accounts Officer 'A'/ Public Relations Officer 'B'/ Asst. Administrative Officer 'A'/Stores Officer 'A'/ Establishment Officer 'A'	2200-75-2800-100-4000	8000-275-13500
E	Security Officer 'B'/Transport Officer	2375-75-3200-100-3500	7450-225-11500
F	Asst. Stores Officer / PA to Director / Public Relations Officer 'A'/Security Officer 'A'/Asst. Purchase Officer	2000-60-2300-75-3200-100-3500	6500-200-10500
G	Accountant 'B'/Personal Asst./Asst. Public Relations Officer/ Asst. Security Officer/Administrative Asst. 'C' Stores Asst. 'D'/Canteen Manager	2000-60-2300-75-3200	
H	Accountant 'A'/Admn Asst. 'B' / Stores Asst. 'C'/ Purchase Asst. 'C'/ Receptionist 'B'/ Accounts Asst. 'D'/ Horticultural Supervisor 'B' Asst. Canteen Manager/Chief Steward	1640-60-2600-75-2900	5500-175-9000
I	Senior Stenographer	1400-40-1600-50-2300-60-2600	5500-175-9000
J	Stenographer 'B'/Public Relations Asst./ Purchase Asst. 'B'/ Stores Asst. "B'/Canteen Supervisors/Security Asst./Telephone Asst./ Horticultural Supervisor 'A' / Steward	1400-40-1800-50-2300	4500-125-7000
K	Clerk 'D'/Guest House Keeper/ Hort. Asst. 'C'/Steno 'A'/ Stores Asst. 'A' / Accounts Asst. 'B'/ Purchase Asst.	1320-30-1560-40-2040	

	'A'/Admn. Asst. 'A'		
L	Clerk 'C' /Steno-Typist 'B'/ Machine Operator 'B'/Cook 'F'/Guest House Attendant 'D'/ Hort. Asst. 'B'	1200-30-1560-40-2040	4000-100-6000
M	Clerk 'B'/ Steno-typist 'A' / Machine Operator 'A'/Cook 'E'/ Guest House Attendant 'C'/ Hort. Asst. 'A'/ Accounts Asst. 'A'	1200-30-1400-30-1800	
N	Gardner 'E'/Helper 'E'/ Peon 'E'/ Watchman 'E'/ Cleaner 'E'/ Cook 'D'	1150-25-1500	
O	Gardner 'D'/Helper 'E'/Peon 'E'/ Watchman 'E'/Cleaner 'E'/ Cook 'C' Clerk 'A'/Stores Keeper	950-20-1150-25-1500	3050-75-3950-80-4590
P	Labourer 'D"/ Canteen Helper 'C'/ Guest House Attendant 'B'	950-20-1150-25-1400	
Q	Cleaner 'C'/Watchmen 'C' /Peon 'C'/Lab Attendant 'C'/Bearer 'C'/ Gardener 'C'/Canteen Helper 'C'/ Guest House Attendant 'A'/ Labourer 'C'/ Helper 'C'/Cook B	800-15-1010-20-1150	2650-65-3300-70-4000
R	Gardener 'B'/Helper 'B'/Peon 'B'/ Watchmen 'B'/Cleaner 'B'/ Labourer 'B'/Lift Operator 'B'/ Attendant 'B'/ Canteen Helper 'B'/ Bearer 'B'/Cook 'A'	775-12-955-14-1025	2610-60-3150-65-3540
S	Gardener 'A'/Helper 'A'/Lift Operator 'A'/Attendant/'A' Cleaner 'A'/Canteen Helper 'A'/Watchman 'A'/Peon 'A'/Bearer 'A'/Watchman 'A'/Peon 'A'/Bearer 'A'/Labourer	750-12-870-14-940	2550-55-2660-60-3200

LEAVE RULES

(Bye-Law 4.3.8)

LEAVE RULES

Framed Under bye-Law 4.3.8

1. Sanction and Refusal

Leave cannot be claimed as of right. When the exigencies of the Institute so require, discretion to refuse or revoke leave of any description is reserved to the authority empowered to grant leave.

2. Authority empowered to grant leave

Application for leave shall be addressed to the Director. Leave may be sanctioned by the Director or by a member of the staff to whom the power has been delegated by the Director. The Director can avail himself of leave on his own authority.

3. Kinds of Leave

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

- a. Casual Leave
- b. Special Casual Leave
- c. Earned Leave
- d. Half Pay Leave
- e. Commuted Leave
- f. Leave not due
- g. Extra-ordinary Leave
- h-1. Maternity Leave
- h-2. Paternity Leave
- i. Hospital Leave
- j. Special Disability Leave
- k. Special Study Leave
- l. Extra-Ordinary Study Leave
- m. Quarantine Leave

4. Casual Leave

Casual Leave admissible to members of the staff shall be **8** days in a calendar year subject to the condition that not more than **6** days may be allowed at any one time. The Director or any member of the staff to whom the power has been delegated by the Director may waive the condition in exceptional circumstances. Sundays and Institute holidays which are prefixed or affixed or intervened in a period of casual leave will not be treated as part of Casual Leave.

Casual Leave cannot be added to leave of any other description.

5. Special Casual Leave

Special Casual Leave for a maximum of 30 days in a year may be granted by the Director at his discretion for reasons to be recorded in writing, but these powers shall not be delegated.

6. Earned Leave

(a) Earned Leave on full pay admissible to a member of the staff is one eleventh of the period spent on duty. However, for convenience, 15 days of earned leave may be credited to the account of every member on 1st January and 1st July. One eleventh of the period during which the member has been absent from duty, except on earned leave, may be reduced from the leave so credited. Such reduction may not exceed 15 days in a half year.

(b) A Member of the staff will cease to earn leave when the earned leave due amounts to 300 days.

Note:

- (i) *In case of employees having at their credit earned leave of 285 days or less as on 1st January/1st July of a year, earned leave of 15 days of proportionately less in respect of retiring persons or those leaving service during the next half-year may continue to be credited to their leave account in advance as at present.*

- (ii) *In cases where the earned leave at credit as on 1st January/1st July is 300 days or less but more than 285 days, credit of earned leave for 15 days may be kept separately and adjusted first against any earned leave that the employee may take during the ensuing half-year and the balance if any credited to the earned leave account at the close of the half-year subject to the ceiling of 300 days. If the earned leave taken during the half-year is more than 15 days, the amount in excess of 15 days will, however, have to be debited to the leave account.*

7. Half-pay Leave

- a) The half pay leave admissible shall not ordinarily exceed one month for every completed year of service.
- b) The half pay leave due may be granted on medical certificate or for private affairs for a total period not exceeding 90 days at a time.
- c) A member of the staff who has been granted leave on medical certificate shall not return to duty unless he is certified fit to return by a medical officer nominated by the Institute.

8. Commuted Leave

Commutated Leave, not exceeding half of the amount of half pay leave due, may be granted by the Director, or by a member of the staff to whom the power has been delegated by the Director to a member of the staff subject to the following conditions:-

- i) When Commuted leave is granted, twice the amount of such leave shall be debited against the
- ii) The total duration of earned leave and commuted leave, taken in conjunction, shall not ordinarily exceed 240 days provided that no commuted leave may be granted under this rule unless the authority competent to sanction leave has reason to believe that the member of the staff will return to work on its expiry.
- iii) Subject to Rules 8(i) and 8(ii) commuted leave may be granted for illness on production of medical certificate and up to a maximum of ninety days during the entire service for an approved course study.
- iv) Commuted leave will not be granted for less than 30 days under normal circumstances

9. Leave not due

Leave not due may be granted by the Director to a member of the staff for a period not exceeding 360 days during his entire service, out of which not more than 90 days at a time and 180 days in all may be otherwise than on medical certificate. Such leave will be debited against the half pay leave the member of the staff may earn subsequently.

Note:

1. *Leave not due should be granted only if the authority empowered to sanction leave is satisfied that there is a reasonable prospect of the member of the staff returning to work on the expiry to the leave and it should be limited to the half pay leave he is likely to earn thereafter.*
2. *Where a number of the staff, who has been granted leave not due under this Rule, applies for permission to resign, permission may be granted it.*
 - a. *Leave not due remaining to his credit is cancelled, and*
 - b. *Salary for the period of leave not due which has been granted otherwise than on medical certificate already enjoyed by the member, shall become refundable to the institute and may be deducted by the Institute while arriving at the final settlement of his account.*

10. Extra-Ordinary Leave

A member of the staff who has not sufficient leave to his credit may be granted extra –ordinary leave without pay at the discretion of the Director or a member of the staff to whom the power has been delegated by the Director. **Extra-Ordinary leave may also be granted when a member of the staff specifically applies for the grant of extra-ordinary leave when other leave is admissible.**

11. Maternity Leave

11.1 Maternity leave may be granted to an employee on full pay for a period which may extend up to the end of **135** days from the date of its commencement. Such leave for a period not exceeding six weeks may also be granted in cases of miscarriage, including abortion, provided that the application for the leave is supported by a medical certificate. Maternity leave may be combined with leave of any other kind, but any leave applied for in continuation of the former may be granted up to a maximum of one year. Maternity leave shall not be debited against leave account and shall count for increment

11.2 Paternity Leave

A male staff member with less than two surviving children may be granted Paternity Leave for a period of **15** days during confinement of his wife. During the period of such leave, he shall be paid leave salary equal to the pay drawn immediately before proceeding on leave. Paternity leave shall not be debited against the leave account and may be combined with any other kind of leave (*as in the case of Maternity Leave*).

12. Hospital Leave

Staff with a basic salary not exceeding Rs. 800/- per month, employed in laboratories, workshops etc., whose duties expose them in special risk of accident or illness through handling explosive, poisonous or radioactive material, dangerous machinery etc., or dispatch riders and motor drivers, if the injuries received by them are not attributable solely to their negligence or rashness in driving, may be granted hospital leave while under medical treatment for illness or injury, if such illness or injury is directly due to risks incurred in the course of their duties.

The maximum amount of such leave admissible shall be three months on full pay in any period of three years. Such leave shall not be debited against the leave account and may be combined with other kinds of leave provided the total period of leave after combination does not exceed 28 months.

13. Special disability leave

- i. Subject to the conditions hereinafter specified the Director or a member of the staff to whom the power has been delegated by the Director, may grant special disability leave to a member of the staff, who is disabled by injury accidentally or intentionally inflicted, or caused in, or in consequence of, the due performance of his official duties or in consequence of his official position, or who is disabled by illness incurred in the performance of any

particular duty by which has the effect of increasing his liability to illness or injury beyond the ordinary risk attached to the post which he holds, and such illness is certified by the duly authorized Medical Officer of the institute to be directly due to the performance of the particular duty.

- ii. such leave shall not be granted unless the disability manifests itself within three months of the occurrence to which it is attributed and the person disabled acts with due promptitude in bringing it to notice. But the Director, if he is satisfied as to the cause of the disability may permit leave to be granted in cases where the disability manifests itself more than three months after the occurrence of its cause.
- iii. The period of leave granted shall be such as is certified to be necessary by a duly authorized Medical Officer of the Institute. It shall not be extended except on the certificate of such an authorized Medical Officer and shall in no case exceed 24 months.
- iv. Such leave may be combined with leave of any other kind.
- v. Such leave may be granted more than once if the disability is aggravated or reproduced in similar circumstances at a later date, but not more than 24 months of such leave shall be granted in consequence of any one disability.
- vi. Such leave shall be counted as duty and shall not be debited against the leave account.
- vii. Leave salary during such leave shall be equal to (a) full pay for the first four months (including such leave granted under (v) above and (b) half pay for the remaining period or, at the member's option, full pay for a period not exceeding the period of leave on full pay which would otherwise be admissible to him.

14. Special Study Leave

When a member of the staff applies for study leave to prosecute further study in any other institution and it is considered that the study or training has a direct bearing on subjects with which the Institute is concerned, and the study or training will, as a consequence, serve the interest of the institute, although not to extent of placing him on deputation, the member can be granted special study leave under the following terms and conditions.

- (i) The member will ordinarily have to pay for his own travel.
- (ii) Special leave will not be debited to the leave account of the member and will count as service for increment
- (iii) The leave salary during special leave will be equal to half pay subject to a minimum of Rs. 800/- provided that it will not exceed the full pay in any case. In addition, the member will be entitled to draw dearness allowance and be eligible for house rent and city Compensatory allowances provided his dependents continue to stay in Bangalore.
- (iv) The total period of the leave so sanctioned should not normally exceed twelve months and in no case two years in the entire period of service except when a member is working for a doctorate or similar qualification, in which case the period of special leave may be extended to the minimum period required for acquiring the qualification but not exceeding four years. Special leave in excess of twelve months may be granted only if the member has rendered more than three year's continuous service. This condition may be relaxed in special circumstances and a shorter period – in no case less than two years may be accepted as minimum qualifying service.
- (v) Special leave can be taken in combination with earned leave.
- (vi) A bond shall be taken from the employee binding him to serve the institute after the completion of the study or training abroad for a period equal to four times the period of his absence abroad subject to a minimum of two years and a maximum of five years.

15. Extra-Ordinary Study Leave

When a member of the staff, who has been confirmed, applies for a leave to prosecute further study or to take up a scientific assignment in any other institution and it is considered that such study or assignment will serve the interests of the Institute, although not to the extent of granting him special study leave, he may be granted extra –ordinary study leave without pay for a period normally not exceeding one year at a time subject to the total period of leave not exceeding two years. The leave so availed of may be allowed for count for increments at the discretion of the Director.

16. Quarantine Leave

Quarantine Leave on full pay on medical certificate up to 21 days at a time, extendible to 30 days in exceptional circumstances, may be granted to an employee who is required not to attend office consequence of the presence of an infectious disease in his family or household. Such leave is not admissible to an employee if he himself is the victim of the infectious disease. This leave shall not be debited to the leave account.

17. Leave Salary, increment, leave preparatory to retirement, leave encashment etc.,

- a. Pay for the purpose of computation of leave salary is what was drawn immediately before proceeding on leave.
- b. Except where otherwise provided for, all leave except extra –ordinary leave, taken otherwise than on a medical certificate, shall count for increment in salary.

The Director or an officer to whom the power has been delegated may count the period spent on extra ordinary leave for increment in special circumstances.

- c. Leave preparatory to retirement may be granted to the extent of earned leave due and limited to 300 days, together with half pay leave due, subject to the condition that such leave extends up to and includes the day preceding the date of retirement.
- d. i. If an employee at the time of his retirement on superannuation, has any unavailed earned leave to his credit, he shall be eligible to be paid cash equivalent of his leave salary in respect of the period of earned leave to his credit, subject to a maximum of 300 days. Cash equivalent means basic leave salary plus dearness allowance as on the date of retirement on superannuation and shall not include any other allowances.
- ii. If any employee, at the time of his retirement from service of the Institute, has to his credit any Half Pay Leave, such entire period shall be allowed to be encashed subject to the condition that the pension and pension equivalent of other retirement benefits shall be deducted from the amount payable as cash equivalent.
- iii. Calculation of cash equivalent in respect of Half-Pay Leave at credit shall be made **mutatis mutandis** in the manner given below.

	Half-Pay Leave Salary plus Dearness Allowance if admissible minus pension, pension equivalent of gratuity and relief on pension if Dearness Allowance is admissible on Half-Pay Leave	
Cash Payment in Lieu of half- Pay leave	= $\frac{\quad}{30}$	X
		Number of days of H.P.L due on the date of retirement on superannuation subject to the limits prescribed under the rule.

- iv. The amount so calculated shall be paid in one lump-sum as a one-time settlement.

- e. If an employee at the time of his resignation from the service of the Institute has any unavailed earned leave to his credit, he shall be eligible to paid cash equivalent of his leave salary in respect of the period of earned leave to his credit Subject to a maximum of 300 days. Cash equivalent means basic leave salary plus dearness allowance as on the date of resignation and shall not include any other allowances.
- f. The employees may be permitted to encash 10 days earned leave at the time of availing of Leave Travel concession, subject to the conditions that:-
 - (a) The total leave so encashed during the entire career does not exceed 60 days in aggregate;
 - (b) Earned leave at least an equivalent duration is also availed of simultaneously by the employee;
 - (c) A balance of at least 30 days of earned leave is still available to the credit of the employee after taking into account the period of encashment as well as leave; and
 - (d) The period of leave encashed shall be deducted from the quantum of leave that can be normally encashed by him at the time of superannuation.

18. Miscellaneous

If any question arises which is not covered by these rules, the decision of the Council shall be final in all cases.

TRAVELLING ALLOWANCE RULES

(Bye-Law 8.1)

TRAVELLING ALLOWANCE RULES FRAMED UNDER BYE-LAW 8.1

1. Travelling allowance to the staff of the Institute may be paid in accordance with the travelling allowance Rules of the Central Government for its employees.
2. **Payment of actual** : Notwithstanding anything contained in the above Rules, the Director may authorize payment of actual expenditure incurred by a member of the staff for journey outside the headquarters in connection with the business of the Institute. This may include actual expenses for the journey by road, rail or air the case may be by appropriate class of accommodation to which he is entitled or by which he is permitted to travel and actual expenses at the place of halt for boarding and lodging in a suitable hotel not disproportionate to his status as prescribed by the Director or an officer to whom the power has been delegated by the Director plus halting allowance at $\frac{1}{4}$ of the normal rate.
3. The Director may permit reimbursement of transport charges incurred by the member of staff for local journeys in connection with the business of the Institute while on duty outside headquarters by a suitable mode of transport and disproportionate to his status as prescribed by the Director or a person to whom the authority has been delegated by the Director.

LEAVE TRAVEL ASSISTANCE RULES

(Bye – Law 8.3)

LEAVE TRAVEL ASSISTANCE RULES FRAMED UNDER BYE –LAW 8.3

Assistance for travel during leave may be provided to the staff of the Institute in accordance with the rules framed by the Central Government for its employees from time to time.

APPOINTMENT PROCEDURES

(Bye – Law 4.1)

APPOINTMENT PROCEDURES UNDER BYE – LAW 4.1

1. APPOINTMENT OF THE DIRECTOR

Appointment of the Director shall be made by invitation by the Raman Research Institute Trust.

2. APPOINTMENT OF PROFESSORS AND THE ADMINISTRATIVE OFFICER

Appointment of Professors and the Administrative Officer shall be made by the Council by invitation on the recommendation of the Director.

3. APPOINTMENT TO SCIENTIFIC/TECHNICAL POSTS

Appointment to Scientific/Technical Posts will be made by the Director in accordance with procedure laid down by him from time to time.

The procedure that will be followed are as given under:-

Candidates for all appointments other than those covered by Clauses 1 and 2 will be chosen from those who:

- (a) answer advertisements
- (b) apply directly
- (c) are recommended and/or suggested by experts.

Selection for appointment will be made by one of the two following methods:

- I. A committee appointed by the Director, which
 - a) meets as body and interviews the candidates;
 - b) whose members individually examine the candidates and their suitability.
- II. The Director seeks recommendations, and/or expert assessments. On their basis and/or his personal assessment he may make an AD-HOC appointment for a period not exceeding one year

(Clause 6). On the basis of performance during this period, the candidate's suitability for the continuance of the appointment will be confirmed by a standing appointment committee, consisting of the Chairman of the Governing Council, the Director of the Institute and one expert in the appropriate field to be nominated by the Director in consultation with the Chairman.

4. APPOINTMENT TO NON-SCIENTIFIC/NON-TECHNICAL POSTS

Appointment to Non-Scientific / Non-Technical posts other than that of the Administrative Officer shall be made by the Director. Recommendations for these appointments will normally be made by a Selection Committee, constituted by the Director or by a person to whom the power has been delegated by him, from among candidates answering an invitation for applications and/or those recommended by a local Employment Exchange/District Soldiers' and sailors' Board etc.

5. ASSESSMENT OF WORK

The work of the staff of the Institute will be assessed periodically by the Director or a person to whom the power has been delegated by the Director, for grant of promotions, special pay, advance increments, new contract, appointments, termination or extension of contract.

5.1 Notwithstanding anything stated in Clause 5, advance increments, special pay or promotions may be granted by the Director to any employee of the Institute for meritorious work or special services rendered to the Institute.

6. AD-HOC APPOINTMENTS

The Director or a person authorized by him may make ad-hoc appointments for periods not exceeding one year at a time.

RETIREMENT BENEFIT RULES
(Bye-Law 8.2)

CONTRIBUTORY PROVIDENT FUND CUM GRATUITY RULES

SECTION – I
PROVIDENT FUND RULES

SHORT TITLE AND DEFINITIONS

1. i. These Rules may be called the Provident Fund Rules of the Raman Research Institute.
- li.They shall be deemed to have come into force on April 1, 1972.

DEFINITIONS

2. In these Rules unless there is anything repugnant in the subject or context:-
 - i. “Institute” means the Raman Research Institute, Bangalore
 - ii. “Director” means Director of the Institute.
 - iii. “Administrative Officer” means Administrative Officer of the Institute.
 - iv. “Council” means Council of the Institute.
 - v. “Emoluments” means pay, leave salary or subsistence grant or any other remuneration of the nature of pay received in respect of the service rendered to the Institute or on Foreign Service.
 - vi. “Family” means –
 - a) In the case of a male subscriber, the wife or wives and children of a subscriber and the widow or widows and children of a deceased son of the subscriber

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

rules relate unless the subscriber subsequently indicates by express notification in writing to the Institute that she shall continue to be so regarded.

- b) In the case of a female subscriber the husband and children of the subscriber, and the widow and children of a deceased son of the subscriber;

Provided that if a subscriber by a notification in writing to the Institute 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 formally in writing her notification excluding him.

Note I: "Children" means legitimate children

Note II: An adopted child shall be considered to be a child when the Institute is satisfied that under the personal law of the subscriber adoption is legally recognized as conferring the status of a natural child, but in this case only.

- vii. "Fund" means the Provident Fund of the Raman Research Institute Bangalore

(a) **Raman Research Institute Contributory Provident Fund** to which Scientific and Technical staff of the Institute subscribers who are governed under contract service. However, they have the option to switch over to the GPF-Cum-Gratuity-Cum-Pension Scheme of the Institute after 20 years of the service or before years to their superannuation retirement. Those who continue in the CPF would be governed under CPF-Cum-Gratuity Scheme as provided in the Rules.

(b) **Raman Research Institute General Provident Fund** to which other staff subscribe who are governed under pension scheme. The Rules of the Fund as detailed here under are generally applicable to the categories equally.

ix. "Year" means financial year

CONSTITUTION AND MANAGEMENT OF THE FUND

3. The Accounts of the Fund shall be administered by the Council and maintained by the Administrative Officer under the control of the Director.

4. (1) Unless otherwise stated in the subsequent rules hereunder, these Rules shall apply to all the members of the staff of the Institute except such members of the staff whose services are obtained on loan/deputation from Central/State Governments.

(2) The following members of the staff shall be subscribers to the Fund.

a) Every permanent member of the staff in the employment of the Institute on April 1, 1972 who has been permitted to join the Fund.

b) Persons who were appointed for the first time for a period of not less than three years duration on or after April, 1972

Or

Who after having served for a period of three years were re-appointed on or after the said date;

c) Persons appointed for short periods but who render a continuous service of one year subject to the condition that the arrears of subscription from the date of first appointment are paid in not more than eight monthly installments immediately after completing continuous service of one year;

And

d) Such other persons as are admitted under a contract of service with the Institute subject to the satisfactory conclusion of their period of probation under the contract from the date of commencement of such service.

NOMINATIONS

5. (1) A subscriber shall, as soon as may be after joining the Fund send to the Administrative Officer a nomination conferring on one or more persons the right to receive the amount that may stand to his/her credit in the Fund, in the event of his/her death before the amount has become payable, or having become payable has not been paid. Provided that it, at the time of making the nomination, subscriber has a family, the nominations shall not be in favour of any person or persons other than the members of his family

(2) If a subscriber nominated more than one person under sub-rule (1) he/she shall specify in the nomination the amount or share payable to each of the nominees in such a manner as to cover the whole of the amount that may stand to his/her credit in the Fund at any time.

(3) Every nomination shall be in such one of the forms set forth in the schedules as is appropriate to the circumstances.

(4) A Subscriber may at any time cancel a nomination by sending a notice in writing to the Administrative Officer provided that the subscriber shall along with such notice send a fresh nomination made in accordance with the provisions of this rule.

(5) A subscriber may provide in a nomination-

(a) in respect of any specified nominee that in the event of his/her predeceasing the subscriber, the right conferred upon that nominee shall pass to such other person as may be specified in the nominations;

(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.

(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-rule 95) or on the occurrence of any event by reason of which the nomination becomes invalid in pursuance of Clause (b) of sub-rule (5) or the provision thereto, the subscriber shall send to the Administrative Officer a notice in writing cancelling the nomination together with a fresh nomination made in accordance with the provisions of this rule.

(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 Administrative Officer.

SUBSCRIBER'S ACCOUNT

6. An account shall be opened in the name of each subscriber in which shall be credited.

i. The subscriber's subscription

- ii. Contribution made under Rule 10 by the Institute to his account;
- iii. Interest, as provided by Rules 11 and 12 on subscriptions.
- iv. Interest, as provided by Rules 11 and 12 on contributions.

CONDITIONS AND RATES OF SUBSCRIPTION

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

(2) A Subscriber may, at his option, not subscribe during leave.

(3) The subscriber shall intimate his election not to subscribe during leave by a written communication addressed to the Administrative Officer 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 the sub-rule shall be final.

8. The rate of subscription shall be fixed by the subscriber himself subject to the following conditions:-

(a) It may not be less than 10% of the 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.

(b) For the purpose of this rule, the emoluments of a subscriber shall be:

(1) 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, provided as follows:-

- ii. 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 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 joining 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 to such subsequent date.

(2) In the case of a subscriber who was not in service on the 31st March of the preceding year, the emoluments to which he was entitled on the first day of his service or, if he joined the funds for the first time on a date subsequent to the first date of his service, the emoluments to which he was entitled on such subsequent date.

(c) The amount of subscription so fixed by the subscriber under Clause (a) above may be:

- i. Reduced once at any time during the course of the year.
- ii. Enhanced twice during the course of the year; or
Provided that when the amount of subscription is so reduced, it shall not be less than the minimum prescribed, namely 10%.

9. The recovery of subscriptions and of the principal and interest of advances granted under Rule 13 shall be made from the emoluments themselves.

CONTRIBUTION BY THE INSTITUTE

10. The Institute shall at the close of each financial year make a contribution to the account of each subscriber of an amount equivalent to 10% of the emoluments drawn by him during the year provided that if a subscriber quits the service or dies during a year.

The contribution shall be credited to his account for the period he was in the service of the Institute. Should a subscriber elect to subscribe during leave, his leave salary shall, for the purposes of this rule, be deemed to be emoluments drawn on duty. In all cases where the subscriber has the option not to subscribe, and exercise such option for any period of leave, there shall be no contribution by the Institute. When a subscriber is on foreign service, the amounts of any contribution payable in respect of period of such service shall unless it is covered from the foreign employer be recovered by the Institute from the Subscriber.

In all cases where the subscriber has the option not to subscribe and exercise such option for any period of leave there shall be no contribution by the Institute. When a subscriber is on foreign service, both the subscription and the contribution shall be recovered from him either on the basis of emoluments that he would have received from the Institute had he continued in its service or on the emoluments he was drawing from his foreign employer, at his option, such subscription and contribution being rounded to the nearest rupee (*fifty paise and above counting as the next higher rupee*). The amount of any contribution payable in respect of a period of foreign service shall unless it is recovered from the foreign employer, be recovered by the Institute from the Subscriber.

11. The Institute shall pay to the credit of the account of a subscriber interest at such rates as may be prescribed by them from time to time on the basis of rate allowed by the Government of India in the case of their Contributory Provident Fund.

I N T E R E S T

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

- i) On the amount of the credit of a subscriber on the 31st March of the preceding year less any sums withdrawn during the current year- interest for 12 months.
- ii) On sums withdrawn during the current year-interest from 1st of 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 credit up to 31st march of the current year.
- iv) The total amount of interest shall be rounded to the nearest rupee (*50 paise counting as the next higher rupee*).

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

(B) For the purpose of this rule the date of credit shall be deemed to be the first day of the month in which it is credited; but if the monthly salary is disbursed towards the close of the month to which it relates, the date of credit shall be the first of the succeeding month.

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

(D) Subject to the provisions of Clause 12 (C), no interest shall be paid in respect of any period after the date on which the Administrative Officer has intimated to that person or his agent as the date on which he is prepared to make payment.

ADVANCES FROM THE FUND

13 (A) No final withdrawal shall be allowed until the subscriber quits the service or dies except as provided for under Rule 14. But an advance may be granted by the Director to a subscriber from the amount of his subscription and interest thereon standing to his credit, subject to the following conditions:-

- (a) No advance shall be granted unless the sanctioning authority is satisfied that the applicant's pecuniary circumstances justify it and that it will be expended on the following object or objects and not otherwise.
- i. to pay expenses incurred in connection with the prolonged illness of the applicant, applicant's wife, legitimate children, step children, parents, sister and minor brothers actually dependent on him;
 - ii. to pay for the overseas passage for reasons of health of education of the applicant or the applicant's wife, legitimate children, step children, parents, sisters and minor brothers 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 his religion it is incumbent on him to perform;
 - iv. 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.
 - v. to build or acquire a suitable house for his/her residence including the cost of the site or to repay any outstanding amount on account of loan expressly taken for this purpose before the date of receipt of the application for withdrawal but not earlier than twelve months of that date, or to reconstruct to make addition or alterations to a house already owned or acquired by a subscriber.

- vi. to purchase a house site or repay any outstanding amount on account of loan expressly taken for this purpose before the date of receipt of the application for the withdrawal but not earlier than twelve months of that date.
 - vii. to construct a house on a site purchased utilizing the sum withdrawn under sub-clause (vi).
 - viii. for any other purpose considered reasonable by the Director.
- (b) An advance shall not exceed the amount of the member's subscription and interest thereon standing to the credit to the subscriber in the Fund.
- (c) An advance shall not be granted until the final repayment of all previous advances together with interest thereon.
- (d) The sanctioning authority shall record in writing its reasons for granting the advance. Provided that if the reason is of a confidential nature, it may be communicated to the Administrative Officer personally and/or confidentially.
- (e) The amount of advance shall be recovered normally in not more than **twenty-four** equal monthly instalments and in any case not more than **seventy two** equal monthly instalments. 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 /her option repay in smaller number of instalments than that agreed upon at the time of grant of advance or in a lump sum.
- (f) 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.
- (g) 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 percent of the rate paid by the Institute to the account of a subscriber. It shall ordinarily be recovered in one installment 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 rule shall be credited, as they are made, to the account of the subscriber in the Fund.

13. (B) Notwithstanding anything contained in these rules if the Director is satisfied that money withdrawn as an advance from the fund under rule 13 has been utilized 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 rule 13(g), 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, recoveries shall be made in monthly instalments of moieties of his emoluments till the entire amount recoverable be paid.

Note:

The terms "emoluments" as used in this rule does not include subsistence allowance if any, granted in cases of suspension of an employee pending an enquiry into his alleged misconduct.

WITHDRAWAL FROM THE FUND

14. Subject to the conditions specified herein withdrawals from the fund may be sanctioned by the Director at any time after the completion of **fifteen** years of service (including broken period of service, if any) of a subscriber or within ten years before the date of his retirement on superannuation, whichever is earlier from the amount standing to his credit in the fund, for one or more of the following purposes:

(a) 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;

- (i) For education outside India for academic, technical, professional or vocational courses beyond the high school stage and
- (ii) For any medical, engineering or other technical or specialized course in India beyond the high school stage.

(b) Meeting the expenditure in connection with the betrothal/marriage of the subscriber or his sons or daughters and any other female relations actually dependent on him.

(c) 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.

(d) Meeting the expenses of purchase of consumer durables such as TV, VCR/VCP, Washing machines, Cooking Range, Geysers, Computers, etc.

(e) Meeting the expenses for purchase of motorcar / motorcycle / scooter / moped or for repaying the Government loan already taken for the purpose.

14. (B) During the service of a subscriber from the amount of subscription and interest thereon standing to his credit in the Fund for one or more of the following purposes, namely:-

(a) Building or acquiring a suitable house or ready built flat for his residence including the cost of the site.

(b) Repaying an outstanding amount expressly taken for building or acquiring a suitable house or ready built flat for his residence.

(c) Purchasing a site for building a house thereon for his residence or repaying any outstanding amount on account of loan expressly taken for this purpose.

(d) Reconstructing or making additions or alterations to a house already owned or acquired by a subscriber.

(e) Renovations, additions or alterations or upkeep of an ancestral house at a place other than the place of duty or of a house built with the assistance of loan from the Institute at a place other than the place of duty.

(f) Constructing a house on a site purchased under Clause (c).

(g) Acquiring farm land or business premises or both within six months before the date of the subscriber's retirement.

Note 1: *Withdrawal under Clauses (a), (d), (e) or (f) shall be sanctioned only after a subscriber has submitted a plan of the house to be constructed or of the additions or alterations to be made duly approved by the local municipal body of the area where the site or house is situated and only in cases where the plan has been actually.*

Note 2: *The amount of withdrawal sanctioned under Clauses (b) shall not exceed $\frac{3}{4}$ th of the balance on date of application together with the amount of previous withdrawal under Clause (a) reduced by the amount of previous withdrawal under Clause (b).*

Note 3: *Withdrawal under Clauses (a) or (d) shall also be allowed where the house site or house is in the name of wife/husband provided she/he is the first nominee to receive the provident fund money in the nomination made by the subscriber.*

Note 4: *Only the withdrawal shall be allowed for the same purpose under Clause 14. But marriage/education of different children or illness on different occasions shall not be treated as the same purpose. Second or subsequent withdrawal under clauses (a) or (f) for completion of the same house shall be allowed upto the limit laid down under note 2.*

Note 5: *A withdrawal under rule 14(A) & (B) shall be sanctioned if an advance under rule 13 is being sanctioned for the same purpose at the same time.*

CIRCUMSTANCES IN WHICH ACCUMULATIONS ARE PAYABLE

15. Subject to any deduction under Rule 17 subscription made by a subscriber and contributions made by the Institute, together with the interest thereon standing to the credit of a subscriber may be paid.

(1) On the death of a subscriber before the amount standing to his credit had become payable or where the amount has become payable, before payment has been made.

(a) When the subscriber leaves a family:

- i. If a nomination made by the subscriber in accordance with the provisions of Rule 5 in favour of a member or members his family subsists, the amount standing to his credit in the Fund or the part thereof to which the nomination relate, shall become payable to his nominee or nominees in the proportion specified in the nomination.
- ii. If no such nomination in favour of a member or members of the family of the subscriber subsists, or if such nomination relate only to a part of the amount or the part thereof to which the nomination does not relates 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 legal majority;
- ii. Sons of a deceased son who have attained legal majority;
- iii. Married daughter whose husbands are alive;
- iv. Married daughter of a deceased son whose husbands are alive;

Which that son would have received if he had survived the subscriber and had been exempt from the provisions of Clause (i) of the first proviso.

Note: Any sum payable under these rules to a member of the family of the family of a subscriber vests in such member under sub Section (2) of Section 3 of the Provident Funds Act, 1925.

(b)When the subscriber leaves no family

If a nomination made by him in accordance with the provisions of Rule 5 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-1: 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.

Note -2: When the subscriber leaves no family and no nomination made by him in accordance with the provisions of Rule 5 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.

(2) On his leaving the service of the Institute, to the subscriber himself at the close of the month in which the event occurs in accordance with the following Rules:-

- i) If a subscriber leaves the service of the Institute before three years continuous service he shall not be entitled to any part of the contribution made by the Institute nor to the interest thereon.
- ii) If a subscriber leaves the service of the Institute after three years continuous service but before the completion of five years continuous service, he shall be entitled to 50% of the contribution made by the Institute and the interest thereon.
- iii) If a subscriber leaves the service of the Institute after completing five years continuous service he shall be entitled to the whole amount including the contribution made by the Institute and the interest thereon.

- iv) In case the services of a subscriber in the permanent service of the Institute are dispensed with for no fault of his own, he shall be entitled to the full amount to his credit, including the contribution made by the Institute, together with the interest thereon.
- v) If the subscriber in the permanent service of the Institute is declared by a competent medical authority to be unfit for further service at any time, he shall be entitled to the full amount to his credit of his account at the time.

16. When subscriber:-

- a) has proceeded on leave preparatory to retirement
or
- b) while on leave has been permitted to retire or declared by the Consulting Medical Officer of the Institute to be unfit for further service.

the full amount of subscription and interest thereon standing to his credit in the Fund may be paid to him on an application made by him in this behalf to the Administrative Officer. On such payment being made he shall not be entitled to subscribe to the Fund, nor will the Institute contribution be credited to the Fund, after such payment.

DEDUCTIONS

17. It shall be open to the Council to deduct the whole or portion of the contribution allowed by the Institute (with interest thereon) in the following cases :-

- a) If a subscriber has been dismissed from the service on account of 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) If any amount is due under a liability incurred by the subscriber to the Institute.

STATEMENTS OF ACCOUNTS

18.(1) As soon as possible after the 31st March of each year, the Administrative Officer shall send to each subscriber a statement of his account in the Fund, showing the opening balance as on 1st of April of the year, the total amount credited and debited during the year, the total amount of interest credited as on the 31st March of the year and the closing balance on that date. The Administrative 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 Administrative Officer within six months from the date of receipt of the statement.

(3) The Administrative Officer 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.

INVESTMENTS OF THE FUND

19. All sums paid into the fund under these Rules shall be credited in the books of the Institute to an account named "*Provident Fund Account or the Raman Research Institute*". A deposit account shall be opened in a nationalized bank or banks, to be operated in such a manner as the Council may direct. The balance of the Fund after reserving suitable amounts for current needs shall be invested in such investments and/or securities as are prescribed from time to time by the Government of India.

Schedules A and B

(Vide Sub-Rule (3) of Clause 5)

SCHEDULE A

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

I, hereby nominate the person mentioned below, who is a member of my family as defined in Rule 2 of the Provident Fund Rules of the Raman Research Institute, Bangalore to receive the amount that may stand to my credit in the Fund, in the event of my death before the amount has become payable, or having become payable, has not been paid.

Name and Address of The Nominee	Relationship with Subscriber	Age	Contingencies on The happening of which the nomination shall become invalid	Name, address & relationship of the person, if any, to whom the right of the nominee shall pass in the event of his pre-deceasing the subscriber

Dated this _____ day of _____ year _____
at _____

Two witnesses to signature:

Signature of subscriber

(1) _____

(2) _____

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

I, hereby nominate the persons mentioned below, who are members of my family as defined in Rule 2 of the Provident Fund Rules of the Raman Research Institute, Bangalore 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 be distributed among the said persons in the manner shown below against their names:

Name & address of the nominee	Relation-ship with subscriber	Age	Amount or share of accumulation to be paid to each	Contingencies on the happening of which the nomination shall become invalid (a)	Name, address & 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 _____ year _____
at _____

Two witnesses to signature:

Signature of subscriber

(1) _____

(2) _____

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

SCHEDULE B

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

I, having no family as defined in Rule 2 of the Provident Fund Rules of the Raman Research Institute, Bangalore 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, has not been paid;

Name and Address of the Nominee	Relation-ship with subscriber	Age	Contingencies on The happening of Which the nomination shall become valid (b)	Name address & 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 _____ year at _____

Two witnesses to signature:

Signature of subscriber

(1) _____

(2) _____

(b) Note : Where a subscriber who has no family makes a nomination he shall specify in this column that the nomination shall become invalid in the event of his subsequently acquiring a family.

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

I, hereby nominate the persons mentioned below, who are members of my family as defined in Rule 2 of the Provident Fund Rules of the Raman Research Institute, Bangalore to receive the amount that may stand to my credit in Fund, in the event of my death before that amount has become payable has not been paid and direct that the said amount be distributed among the said persons in the manner shown below against their names:

Name & address of the nominee	Relation-ship with subscriber	Age	Amount or share of accumulation to be paid to each (c)	Contingencies on the happening of which the nomination shall become invalid (d)	Name address & 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 _____ year _____
at _____

Two witnesses to signature:

Signature of subscriber

(1) _____

(2) _____

(c) Note 1 : 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.

(d) Note 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.

SECTION II

GRATUITY

1. An employee who has completed minimum service by which he becomes entitled to Institute's share of contribution to the C.P Fund shall be granted gratuity in accordance with the scale of gratuity indicated in Rule 2 below. The gratuity shall be payable on his leaving service of the Institute. In the event of his demise this gratuity shall be payable to the nominees of the deceased in the manner prescribed (vide Annexure Forms I to IV)
2. The amount of gratuity shall be subject to a maximum of 16 ½ times the emoluments.

An employee who has completed the minimum service by which he becomes entitled to Institute's Share of Contribution to the Contributory Provident Fund, shall be paid gratuity on his leaving/retiring from the service of the Institute at a rate equal to one-fourth of his emoluments for each completed six monthly period of qualifying service subject to a maximum of 16 ½ times the emoluments. Provided that the amount of service/retirement gratuity payable shall, in no case, exceed Rs. 3,50,000/- There will also be no ceiling on reckonable emoluments for calculating gratuity.

In the event of death while in service, the Death Gratuity shall be admissible at the following rates:

Length of Service	Rate of Gratuity
Less than one year	2 times the emoluments
One year or more but less than five years	6 times the emoluments
Five years or more but less than 20 years	12 times the emoluments
20 years or more	Half of emoluments for every completed six monthly period of qualifying service subject to a maximum of 33 times emoluments provided that the amount of Death Gratuity shall, in no case, exceed one lakh rupees

There will be no ceiling on reckonable emoluments for calculating Gratuity.

3. If an employee who has become eligible for payment of Institute's share of contribution to the C.P Fund under the Rules of the Institute dies within a period of 5 years after he retires or leaves the service of the Institute, as the case may be, and the sums actually received by him at the time of death on account of Institute's share of contribution to the C.P Fund, together with the gratuity under the above Rule is less than the amount equal to 12 times the emoluments, a gratuity equal to the deficiency shall be granted to the person or persons nominated by him.
4. If a permanent employee dies becoming eligible for the Institute's share of the contribution to the C.P Fund of the Institute, his family will be eligible for a gratuity equal to six times his emoluments at the time of his death, except in cases in which death occurs in the first year of service, when the gratuity admissible shall be equal to two months emoluments.

5. EMPLOYEES APPOINTED FOR SHORT PERIODS

5.1 Terminal Gratuity

An employee who was appointed for a short period and who 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 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 discharge or invalidation.

5.2 Death Gratuity

The family of an employee appointed for a short period who dies while in service will be eligible for a death gratuity on the scale and subject to the conditions specified below.

- | | |
|---|---|
| a) One death after completion of one year of service but before completion of three years of 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 of service | A Gratuity equal to two month's Pay. |
| c) On death after completion of five years of service or more | A Gratuity equal to three month's pay or the amount of terminal gratuity mentioned in Rule 5.1 above whichever is more. |

NOTE: Pay for the purpose of determining the amount of terminal or death gratuity under Rules 5.1 and 5.2 will mean only basic pay, dearness pay (if any) and dearness allowance 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 allowances immediately before discharge, invalidation or death, pay for this purpose will be pay which he would have drawn had he not proceeded on such leave.

FORM OF NOMINATION**Form I**

(See Rule 2)

Nomination for Death-cum-retirement GratuityWhen 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 Raman Research Institute in the event of my death while in service and the right to receive on my death and gratuity which having become admissible to me on retirement may remain unpaid at my death.

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

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

Dated this _____ day of _____ year _____ at _____

Two witnesses to signature

1. _____

2. _____

Signature of the employee

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

Nomination by _____

Designation _____

Department _____

Signature of the Admn. Officer

Date _____

FORM OF NOMINATION

Form II

(See Rule-2)

Nomination for Death-cum-retirement Gratuity

When the employee 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 Raman Research Institute in the event of my death while in service and the right to receive on my death, to the extent specified below, any gratuity which having become admissible to me on retirement may remain unpaid at my death :-

Name & address of the nominee	Relation-ship with the employee	Age	Amount of share of gratuity payable	Contingencies on the happening of which the nominations shall become invalid	Name, address & relationship of the person or persons, if any, to whom the right conferred on the nominee shall pass in the event of the nominee predeceasing the employee or the nominee dying after the death of the employee but before receiving 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.

NB: 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 _____ year _____ at _____

Two witnesses to signature

1. _____

signature of the employee

2. _____

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

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

Nomination by _____

Designation _____

Department _____

Signature of the Admn. Officer

Date: _____

FORM OF NOMINATION

Form III

(See Rule 2)

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, who is a member of my family and confer on him the right to receive any gratuity that may be sanctioned by the Raman Research Institute in the event of my death while in service and the right to receive on my death and gratuity which having become admissible to me on retirement remains unpaid at my death:-

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

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

Dated this _____ day of _____ year _____ at _____

Two witnesses to signature

1. _____

signature of the employee

2. _____

Nomination by _____

Designation _____

Department _____

Signature of the Admn. Officer

Date: _____

FORM OF NOMINATION

ANNEXURE

Form IV

(See Rule 2)

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 Raman Research 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 remains unpaid at my death:-

Name & address of the Nominee	Relation-ship with the employee	Age	Amount or share of gratuity payable to each	Contingen-cies on the happening of which the nomination shall become invalid	Name, address & relation-ship of the person or persons, if any, to whom the right conferred on the nominee shall pass in the event of the nominee predeceasing the employee or the nominee dying after the death of the employee but before receiving payment of the gratuity	Amount or share of gratuity payable to each

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

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

Dated this _____ day of _____ year _____ at _____

Two witnesses to signature

1 _____

signature of the employee

2 _____

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

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

Nomination by _____

Designation _____

Signature of the Admn. Officer

Department _____

Date: _____

RAMAN RESEARCH INSTITUTE

Bangalore

Vehicle Advance Rules

RULES FOR GRANT OF CONVEYANCE ADVANCE TO THE MEMBERS OF STAFF OF RRI

1. Sanction and Refused

1.1 Sanction of an advance for purchase of a conveyance cannot be claimed as a matter of right. Advances will be sanctioned subject to the availability of the funds and at the discretion of the Director.

2. Persons Eligible

2.1 Employees of the Institute who have completed not less than three years of service will be eligible to be considered for grant of an advance provided that the Director is satisfied that the possession of the vehicle by

2.2 Employees of the Institute whose basic pay is Rs. 10,500/- per month or more will be eligible for grant of an advance for purchase of a motor car provided that the Director may relax this condition in deserving cases.

2.3 Employees of the Institute whose basic pay is Rs. 4,600/- per month or more will be eligible for grant of an advance for purchase of a motorcycle/ scooter that the Director may relax this condition in deserving cases.

2.4 Employees of the Institute whose basic pay is Rs. 3,700/- per month or more but less than Rs. 4,600/- per month will be eligible for grant of an advance for purchase of a moped/scooter/autocycle provided that the Director may relax this condition in deserving cases.

3 Amount of Advance

- 3.1 The amount of advance to an employee for purchase of a motorcar for the first occasion will be limited to Rs. 1,80,000/- or his basic pay for 11 months or the anticipated price of the motorcar whichever is the least.
- 3.2 The advance admissible for the purchase of a motorcycle/scooter will be limited to Rs. 30,000/- or 6 months basic pay or the anticipated price of the motorcycle/scooter whichever is the least.

Explanation

The term actual cost includes sales tax and actual cost of spare wheel, tyre and tube. It will include the cost of transportation in the case of first purchase, octroi charges/entry tax actually paid, purchase tax paid outside of India and customs duty payable in India.

4 Purchase of Vehicle

- 4.1 Within one month of drawal of the advance, the employee should complete the purchase of the conveyance for which an advance has been sanction and drawn. An application for the advance should be made in the prescribed form (**Annexure I**). The advance should be drawn only after the employee has made sure that the vehicle will be available to him for purchase within the prescribed period of one month. The advance should not be drawn by the employee that the vehicle will be circumstances beyond the control of the employee or on the part of the dealers, the employee should make an application within a month for extension of the period for purchase of the vehicle; such application should be supported by the dealer's letter.
- 4.2 An advance may be sanctioned for repaying a short private loan taken for the purchase of the vehicle provided that:
- i) The conveyance is purchased after applying for the advance.
 - ii) The conveyance is purchased within three months of applying for the advance
- And
- iii) The employee submits acceptable evidence in support of such borrowings/loan.

- 4.3 No advance will be admissible if the conveyance has already been purchased by the employee three months or longer before the application for advance has been submitted
- 4.4 An advance is also permissible for the purchase of an old vehicle provided that the Director may at his discretion sanction such advance after being satisfied about the reasonableness of the price to be paid for such vehicle.
- 4.5 Within 15 days of the receipt of the application, the Administrative Officer will inform the employee regarding the decision of the Director.

5 Drawal of Advance

- 5.1 As soon as possible after receiving a communication sanctioning the vehicle advance, the employee shall submit a bill-cum-receipt for the advance in the prescribed form (**Annexure II**).
- 5.2 The employee shall sign an agreement in the prescribed form (**Annexure III**) agreeing to abide by the terms and conditions specified therein and submit the same along with the bill-cum-receipt.

6 Mortgage Bond

- 6.1 The employee shall purchase the vehicle within a month of the date of drawal of the advance and mortgage the same to the Institute by executing a bond in the form prescribed for the purpose (**Annexure IV**).

7 Insurance

- 7.1 The employee shall be responsible to obtain a comprehensive insurance cover at his own cost which interlaid should provide for contingencies such as loss or damage due to strike, riot and civil commotion, malicious damage, loss by fire, theft or accident.
- 7.2 The employee should obtain a comprehensive insurance as soon as he purchases the vehicle and he shall ensure that the provisions of the Motor Vehicles Act are duly complied with in this behalf.
- 7.3 The amount for which the conveyance is insured during the period should not be less than the outstanding balance of the advance with interest accrued thereon at the beginning of that period. The employee shall renew the comprehensive insurance policy from time to time till the amount due to the Institute is completely repaid. In case the amount of

Insurance cover obtained is less than the balance of the outstanding advance plus interest, the difference will be recovered from the employee in 3 installments reducing the outstanding advance to the insured value. After the advance amount and the interest thereon are repaid in full, the employee, if he so desires, may reduce his insurance coverage to third party risk only.

- 7.4 The employee will be required to write a letter to the Insurance company through the Administrative Officer notifying the interest of the institute in the vehicle and also the fact of hypothecation of the vehicle to the Institute. Such letter shall be in the prescribed form (Annexure V).

8 Repayment of Advance

- 8.1 An advance sanctioned for the purchase of a motor car shall be repaid in not more than 200 monthly instalments (in whole rupees, fractions being recovered in the last instalment) plus additional instalments for interest, each such instalment being not appreciably greater than the instalment by which the principal was recovered.
- 8.2 An advance sanctioned for the purchase of a scooter/ motorcycle shall be repaid in not more than 70 monthly instalments (in whole rupees, fractions being recovered in the last instalment) plus additional instalments for interest each such instalment being not appreciably greater than the instalment by which the principal was recovered.
- 8.3 An advance sanctioned for the purchase of a moped/scooter/autocycle shall be repaid in not more than 50 instalments (in whole rupees, fractions being recovered in the last instalment), plus additional instalments for interest, each such instalment being not appreciably greater than the principal so recovered.
- 8.4 An employee shall have an option to repay the advance in lesser number of instalments if so desired by him.
- 8.5 The amount to be recovered every month towards the advance shall not be affected by fact of the employee proceeding on leave or being placed under suspension. However, the Director may, in exceptional cases order the reduction in the amount in one or more instalments (falling due during such leave or suspension) provided that the whole of the amount due is completely recovered within the period originally fixed.

8.6 Recovery of the advance shall start from the first pay drawn after the drawal of the advance by the employee.

9 Interest

9.1 Simple interest at rates prescribed by the Government of India from time to time prevailing on the date of drawal of the advance, will be charged on the advance. Such interest shall be calculated on the balances outstanding on the last day of each month.

10 Sale and Transfer of conveyance before the refund of the Advance

10.1 With the prior permission of the Director, and employee may sell or transfer the vehicle.

- i) on his retirement, resignation or termination of service and
- ii) his proceeding on long leave exceeding 120 days.

Provided that the sale proceeds of the vehicle should first be applied to the payment of the amount due to the Institute. The mortgage bond will be cancelled and returned thereafter to the employee.

10. 2 In other cases, specific approval of the Director for the sale of the vehicle shall be necessary while any amount in respect of the advance still remains due to the Institute, provided that the sale proceeds are utilized first to repay the balance of the advance.

10. 3 The Director may also accord approval to the sale of the conveyance for which an advance is sanctioned and out of the proceeds thereof to purchase another conveyance of the same nature and category provided that:

- i) the amount of the outstanding advance plus interest is not more than the cost of the new vehicle.
- ii) the outstanding balance of advance shall continue to be repaid at the rate previously fixed and
- iii) the new conveyance shall be insured and mortgaged to the Institute as required by these rules.

11 Second Advance

11. 1 An advance for purchase of a motorcar on a second or subsequent occasion may be granted by the Director at his discretion and the amount of such advance shall be restricted to Rs. 1,60,000/- less than difference between the price of the vehicle to be purchased and

the sale proceeds left over with the employee (after the repayment of the earlier outstanding advance including interest), or eleven months basic pay or the price of the motorcar to be purchased, whichever is the least.

11.2 An advance for the purchase of a motorcycle/scooter on a second or subsequent occasion, may be granted by the Director at his discretion and the amount of such advance shall be equal to the difference between the price of the vehicle to be purchased and the sale proceeds left over with the employee (after the repayment of the earlier outstanding advance including interest) or five months basic pay or the anticipated price of the motorcycle / scooter to be purchased or Rs. 24,000/- whichever is the least.

11.3 An advance for purchase of a moped/scooterett/autocycle on a second or subsequent occasion may be granted by the Director at his discretion and the amount of such advance shall be equal to the difference between the price of the vehicle to be purchased and the sale proceeds left over with the employee (after repayment of earlier outstanding advance including interest), or three months pay or the anticipated cost of the moped/ scooterett/autocycle or Rs. 12,000/- whichever is the least.

11.4 A second or subsequent advance for the purchase of a conveyance will be admissible only after 4 years from the date of the drawal of the earlier advance; this condition shall not apply – (a) if the earlier advance is for a motorcycle and the second advance for a motorcar; or (b) when the employee disposes of his motorcar in India prior to his deputation/training abroad lasting for more than a year and returns to India without a car.

12 Interpretation

12.1 In the matter of interpretation of these rules, the decision of the Director shall be final and binding.

RAMAN RESEARCH BANGALORE
Bangalore

APPLICATION FOR ADVANCE FOR THE PURCHASE OF TRANSPORT VEHICLES –
MOTORCAR/MOTORCYCLE/SCOOTER/MOPED/SCOOTERETT/AUTOCYCLE

Nature of the vehicle for which the advance is requested - Motorcar [];
Motorcycle []; Scooter []; Moped []; Scooterett []; Autocycle [].

1 Name of the applicant
(in block letters)

2 Designation

3 Department/Section

4 Date of appointment

5 Amount of advance applied for

6 No. of monthly instalments in which
the advance is proposed to be
repaid

7 Details of the
motorcar/motorcycle/scooter
moped/Scooterett/Autocycle or
which the advance is applied:

Description of the Vehicle

Maker's Name :

Description :

No. of cylinders :

Engine No. If known :

Chassis No. if known :

Cost price or anticipated price : Rs.

8 Whether the vehicle has been acquired or whether the applicant has registered his name for the purchase of a vehicle. In the case of the latter details of the registration, indicating the name of the dealer, etc., and probable date of delivery of the vehicle should be given

9 Distance between the place of Residence and the Institute

I hereby agreed to abide by the rules governing such advances in the event of an advance being sanctioned to me and to execute the necessary agreement prescribed in this behalf.

Signature of the applicant

Date :

FOR OFFICE USE ONLY

1 Date of appointment of the application in the present post

2 Basic salary at present

3 Amount of advance admissible

4 Budget provision

Remarks of the Administrative Officer

Annexure – II

FORM OF BILL FOR THE DRAWAL OF ADVANCE MOTORCAR/MOTORCYCLE/
SCOOTER/ MOPED/SCOOTERETT/AUTOCYCLE ADVANCE

Reference to Sanction

Amount of advance sanctioned

Head of debit

R E C E I P T

Received from the Director, Raman Research Institute, a sum of Rs.
(Rupees) being the advance for the
purchase of a motorcar/motorcycle/scooter/moped/scooterett/autocycle
which has been sanctioned to me by the Director vide letter No. A.0173 dated
.....

Certified that the advance is being given for a motovar/motorcycle/ scooter/
moped/ scooterett/autocycle, which has not already been purchased and paid
for by me.

Signature
(Affix revenue stamp of 1 Rs.)

This is to certify that Ms./Mr./Dr./Prof. has signed the agreement
in the prescribed form and that it has been examined and found to be in order.

Administrative Officer

ANNEXURE –III

FORM OF AGREEMENT TO BE EXECUTED BEFORE DRAWING AN ADVANCE FOR THE PURCHASE OF A MOTOR VEHICLE

AN AGREEMENT made on day of Two Thousand one BETWEEN (hereinafter called the 'the Borrower' which expression shall include his/her heirs, administrators, executors and legal representatives) of the one part and the RAMAN RESEARCH INSTITUTE, BANGALORE 560080 (hereinafter called 'the Institute') represented by the Administrative Officer of the Institute of the other part. Whereas the Borrower has under the provisions of the rules which expression shall include any amendments thereof for the time being in force) applied to the Institute for a loan of Rs. (Rupees) for the purchase of a motor vehicle and whereas the Institute has agree to lend the said amount to the Borrower on the terms and conditions hereinafter contained. NOW IT IS HEREBY AGREED between the parties hereto that in consideration of the sum of Rs. (Rupees) to be paid by the Institute to the borrower, the borrower hereby agrees with the Institute.

- (1) to pay the Institute the said amount with interest calculated according to the said Rules by monthly deductions from his/her salary as provided in the said Rules and hereby authorizes the Institute to make such deductions;
- (2) within one month from the date of payment of the said sum to expend the full amount of the said loan in purchase of a motor vehicle or if the actual price paid is less than the loan to repay the difference to the Institute forthwith.
- (3) to execute a document hypothecating the said motor vehicle to the Institute as Security for the amount to be lent to the Borrower as aforesaid and interest in the form provided by the said Rules and
- (4) IT IS HEREBY LASTLY AGREED AND DECLARED THAT IF THE MOTOR VEHICLE is not purchased and hypothecated as aforesaid within one month from the date of payment of the said sum or if the Borrower within that period leaves the service of the Institute or dies, the whole amount of the loan and interest accrued thereon shall immediately become due and payable.

IN WITNESS whereof the said (borrower's name) and the Administrative Officer for and on behalf of the Institute have hereunto set their respective hands the day and year first above written.

Signed by the said in the presence of:

1.

(Signature & designation of the
Borrower)

2.

(Signature of witnesses)

Signature of Administrative Officer

Witnesses:

1.

2.

Annexure – IV

THIS INDENTURE made this day of Two Thousand one BETWEEN an employee of the Raman Research Institute (hereinafter called the "the Borrower", which expression shall include his/her heirs, administrators, executors and legal representatives) of the one part and the Raman Research Institute, Bangalore 560 080 (hereinafter called "the Institute") represented by the Administrative Officer of the Institute of the other part. WHEREAS the Borrower has applied for and has been granted on advance of Rs. (Rupees) to purchase a Motor Vehicle on the terms of the Rules of the Institute in this behalf (hereinafter referred to as "the said Rules" which expression shall include any amendment thereof or addition thereto for the time being in force) AND WHEREAS one of the conditions upon which the said advance was granted to the Borrower was that the Borrower would hypothecate the said Motor Vehicle to the Institute as security for the amount lent to the Borrower AND WHEREAS the Borrower has purchased with or partly with the amount so advanced as aforesaid the Motor vehicle particulars whereof are set out in the schedule hereunder written.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and for the consideration aforesaid the Borrower doth hereby covenant to pay the Institute the sum of Rs..... aforesaid or the balance thereof remaining unpaid at the date of these presents by equal payment of Rs..... each in Instalments on the first day of every month and will pay interest on the sum for the time being remaining due and owing calculated according to the said Rules and the Borrower doth agree that such payments may be recovered by monthly deductions from his salary in the manner provided by the said Rules and in further pursuance of the said agreement the Borrower doth hereby assign and transfer unto the Institute the motor vehicle the particulars whereof are set out in the schedule hereunto written by way of security for the said amount and the interest thereon as required by the said Rules.

And the borrower doth hereby agree and declare that he/she has paid in full the purchase price of the motor vehicle and the same is his/her absolute property and that he/she has not pledged and so long as any money remains payable to the Institute in respect of the said advance will not sell, pledge or part with the property in or possession of the said motor Vehicle. PROVIDED ALWAYS and it is hereby agreed and declared that if any of the said instalments of principal or interest shall not be paid or recovered in the manner aforesaid within ten days after the same are due or if the Borrower shall die or at any time cease to be in the Institute service or if the borrower shall sell or pledge or part with the property in or possession of the said motor vehicle or if any person shall take proceedings in execution of any decree or judgment against the Borrower the whole of the said principal sum which shall then be remaining due and unpaid together with interest thereon calculated as aforesaid shall forthwith become payable AND IT IS HEREBY AGREED and declared that the Institute may on the happening of any of the events hereinbefore mentioned seize and take possession thereof without removing the same or else may remove and sell the said Motor Vehicle either by public auction or private contract and may out of the sale moneys retain the balance of the said advance and all costs, charges, expenses and payments properly incurred or made in

maintaining, defending or realizing its rights hereunder and shall pay over the surplus if any, to the Borrower, his executor, administrators or personal representatives PROVIDED FURTHER that the aforesaid power of taking possession or selling of the motor vehicle shall not prejudice the right of the Institute, to sue the borrower or his personal representative for the said balance remaining due and interest or in the case of the motor vehicle being sold the amount by which the net sale proceeds fall short of the amount owing AND the borrower hereby further agrees that so long as any moneys are remaining due and owing to the Institute he/she, the borrower will insure and keep insured the said motor vehicle against loss or damage due to strike, riot, civil commotion, malicious damage, loss by fire, theft or accident with an Insurance Company to be evidence to the satisfaction of the Administrative Officer that the Motor Insurance Company with which the said motor vehicle is insured has received notice that the institute is interested in the Policy AND the borrower hereby further agrees that he will not permit or suffer the said motor vehicle to be destroyed or injured or to deteriorate in a greater degree than it would deteriorate by reasonable wear and tear thereof AND further that in the event of any damage or accident happening to the said motor vehicle the borrower will forthwith have the same repaired and made good.

THE SCHEDULE

Description of motor vehicle	:
Maker's name	:
Description	:
Number of Cylinders	:
Engine Number	:
Chassis Number	:
Cost price	:

IN WITNESS hereof the said(borrower's name) and the Administrative Officer for and on behalf of the Institute have hereunto set their respective hands and day and year first above written.

Signed by the said in the presence of:

1. _____ (Signature & Designation of the Borrower)

2. _____
(Signature of witnesses)

Witnesses: _____ Signature of Administrative Officer

1. _____

2. _____

To :

Through :

The Administrative Officer
Raman Research Institute
Bangalore – 560 080.

Dear Sir,

I am to inform you that the Raman Research Institute is interested in the motorcar/motorcycle/scooter/moped/scooterett/autocycle Insurance policy No. secured in your Company and to request that you will kindly insert a clause to the following effect in the policy.

FORM OF CLAUSE TO BE INSERTED

- 1 It is hereby declared and agreed that Mr./Ms. (Owner of the motorcar/motorcycle/scooter/moped/scooterett/autocycle to the Raman Research Institute Bangalore as security for an advance for the purchase of the motorcar/motorcycle/scooter/moped/scooterett/autocycle and it is further declared and agreed that the Raman Research Institute, Bangalore is interested in any monies which but for the endorsement would be payable to Mr./Ms. in respect of the loss or damage to the said motorcar/motorcycle/scooter/moped/ scooterett/autocycle (which loss or damage is not made good by repair, replacement or reinstalment) and such monies shall be paid to the Raman Research Institute, Bangalore so long as he/she is the mortgagee of the motorcar/ motorcycle/scooter/ moped /scooterett/autocycle and his/her receipt shall be full and final discharge to the Company in respect of such loss or damage
- 2 Save as by this endorsement expressly agreed nothing herein shall modify or effect the rights or liabilities of the insured as the Company respectively under or in connection with this policy or any term, provision or conditions thereof.

Yours faithfully

Place:

Date:

RAMAN RESEARCH INSTITUTE
Bangalore

Forwarded. The receipt of letter may kindly be acknowledged. It is also requested that the undersigned may kindly be informed whenever any claim is paid under the policy and also if the premium is not paid periodically renewal.

Administrative officer

RULES FOR GRANT OF BICYCLE ADVANCES TO MEMBERS OF STAFF OF RRI

1 Persons eligible

Employees of the Institute of a basic pay not exceeding Rs. 5,000/- per month may be granted an advance for purchase of a bicycle. Such an advance may also be sanctioned to a temporary employee provided that he shall furnish a surety of a permanent employee of a comparable or higher status. In case of temporary employees, an advance will be sanctioned if the Director is satisfied that such an employee is likely to continue in the service of the Institute until the advance together with the interest thereon is recovered in full.

- 2** The amount of advance admissible for the purchase of a bicycle shall be Rs. 1,500/- or the actual cost of the bicycle including sales tax whichever is less.
- 3** The Director or the Officer to whom the power is delegated to sanction the advance shall be satisfied that the possession of a bicycle by the employee is necessary for the efficient discharge of the office duties.
- 4** A second advance shall not normally be admissible within three years of the grant of the previous advance. For the grant of a second advance, the employee should produce satisfactory evidence that the bicycle purchased by him with the previous advance is lost or has become unserviceable.
- 5** Within one month of the drawal of the advance, the employee shall furnish to the Administrative officer a certificate binding him to all the terms governing the terms and conditions of the advance and giving all the particulars of the bicycle purchased together with the cash receipt of the amount actually paid for it. The Conveyance so purchased shall be considered the property of the Institute until the advance is fully repaid.
- 6** Recovery of the advance shall be made in not more than 30 equal monthly instalments and shall start from the first pay drawn after the drawal of the advance.
- 7** The amount to be recovered every month shall not be affected by the fact of the employee being on leave or under suspension the sanctioning authority may, however, grant reduction in the instalments falling during such period but the whole of the amount shall be recovered within the period originally fixed.
- 8** Simple interest at rates prescribed by the Government of India, from time to time, prevailing on the date of drawal of the advance, will be charged on the advance. Such interest shall be calculated on the balances outstanding on the last day of each month and recovered in not more than two instalments after fully recovering the amount advanced.
- 9** An application for sanction of advance for the purchase of bicycles will be called for once in a year or at convenient intervals subject to the availability of funds. Employees desirous of applying for the advance should do so when called for, in the prescribed form.

RAMAN RESEARCH INSTITUTE

Bangalore

House Building Advance Rules

Rules for Granting House Building Advances to the Member of Staff

1 Definitions

In these Rules, unless the context otherwise requires:

- i. **“Institute”** means the Raman Research Institute
- ii. **“Director”** means the Director, Raman Research Institute
- iii. **“Employee”** or **“Member of Staff”** means a regular/full time employee of the Institute and does not include people employed on part-time basis, daily wages, consolidated salary or fellow-ships.
- iv. **“Pay”** means the basic pay to which an employee is eligible and does not include any other allowances.
- v. **“Rules”** means the House Building Advance Rules of the Raman Research Institute
- vi. **“Prescribed Forms”** means such forms as may be prescribed under these rules.
- vii. **“Provident Fund”** means the Contributory Provident Fund of the Raman Research Institute.
- viii. **“Gratuity”** means gratuity payable under the Gratuity Rules of the Raman Research Institute

2 House Building Advance may be granted to permanent staff of the Institute who have completed at least **five** years continuous service at the Institute provided that the Director is satisfied that they are likely to continue in the service of the Institute at least till the house for which the advance is sanctioned is built and/ or mortgaged to the Institute. When both husband and wife are in the service of the Institute and eligible for the grant of advance it shall be admissible to only one of them.

3 An application for grant of advance must satisfy the following conditions:

- 3.1 The cost of the house to be built/purchase (excluding the cost of residential plot as mentioned in the sale/lease deed of the land/house) shall be subject to the cost ceiling limit of 200 times the basic pay of the employee applying for House Building Advance subject to a maximum of Rs. 18.00 lakhs.

Provided that if the Director is satisfied on the merits of the case, he may relax the cost ceiling upto a maximum of 25% cost ceiling mentioned above, in individual cases.

3.2 In a case where a staff member makes/has made, a final withdrawal from his Provident Fund Accounting connection with construction/acquisition a house or a residential plot, in addition to availing of an advance under these Rules, the total amount of the advance sanctioned under these rules and that withdrawn from the Provident Fund should not exceed 200 times the basic pay of the staff member concerned.

3.3 Neither the applicant, nor the applicant's wife/husband/minor child should own a house. However, this condition may be relaxed by the Institute in exceptional circumstances; as for example, if the applicant or the applicant's wife/husband/minor child owns a house in a village, and the applicant desires to settle down in a town; or where an applicant happens to own a house in village, and he desires to build a separate house for himself/herself.

The floor area of the house to be constructed or purchased space shall not be less than 22 square meters.

3.4 The site on which building is proposed to be constructed, flat or house to be purchased or enlargement of accommodation of the house proposed out of any advance obtained under these rules shall be situate within the limit of the Corporation of the city of Bangalore or Bangalore Development Authority as may be notified from time to time.

Provided that the Director may on being duly satisfied and after obtaining legal advice, where considered necessary, approve grant of house building advances in respect of sites/properties situated outside geographical limits stated above.

4 An advance may be granted for :

4.1 Constructing a house (including the acquisition of a suitable plot of land for the purpose), on a plot as specified in para 3.4 above. An application an advance for purchasing a ready built house or flat may also considered where such purchase is from Government or Semi-Government bodies, Housing Boards, Development Authorities, Registered Co-operative bodies, Housing Boards, Development Authorities, Registered Co-operative Housing Societies, private registered Co-operative Housing Society private registered builders, architects etc. The maximum amount advance that can be granted shall be limited to the actual cost of ready built house or flat or 34 times the monthly basic pay or Rs. 7,50,000/- whichever is the least, provided however.

that the total amount of advance sanctioned under these rules and the withdrawn from the Provident Fund should not exceed 200 times the basic pay of the staff members concerned.

Note: (1) Advance for purchasing ready built house/flat will be sanctioned only in the house is a newly built one, the house has not been lived in since construction, where such house/flat is offered for sale by a Government, Semi Government Institution like a State Housing Board, Development Authority, city improvement Trust or a Registered Co-operative Housing Society, or private party etc. Advances are not admissible for the purchase of old houses/flats. The house/flat is to be acquired on outright purchase basis and not on hire purchase basis.

- 4.2 Enlarging living accommodation in an existing house owned by the staff member concerned (or jointly owned with his/her spouse) shall be subject to the cost ceiling limit provided in para 3.1 above.
 - 4.3 In case any legal expenses have to be incurred in ascertaining the correctness and completeness of any of the documents/title deeds etc such expenditure shall be borne by the applicant out of his own resources.
- 5 Not more than one advance shall be sanctioned under these Rules to any staff member during his/her entire service. Provided however that the Director may permit an employee to avail of a further loan (in addition to the House Building Advance). Where an employee desires to avail of a further loan (in addition to the House Building Advance from the Institute) from any financial institution, the Director may permit such an employee to create a second charge on the property subject to the following conditions:
- a) The loan should be obtained from recognized financial institutions like Bank, Government, Financial Corporations, Co-operative Housing Finance Institutions, Public Companies formed and registered in India with the specific purpose of finance Housing like Housing Development Financial Corporation Limited, Canfin Homes Limited, Life Insurance Corporation of India Housing Finance and the National Housing Bank Limited.
 - b) The total amount of House Building Advance obtained from the Institute and the amount of loan raised on the second mortgage should not exceed the prescribed cost ceiling referred to in Rule 3.1
 - c) The second mortgage should be created only in respect of the loan required for meeting the balance cost of the house/flat;
And
 - d) Lastly, prior permission of the Director should be obtained before any such mortgage is envisaged.

6. Applications may be granted on advance not exceeding an amount equal to 50 months basic pay subject to a maximum of Rs. 7,50,000/- for constructing a new house (including the acquisition of a suitable plot of land for the purpose) and Rs. 1,80,000/- for enlarging living accommodation in existing house owned by the staff member.

Provided however, that in case of employees whose basic pay is less than Rs. 10,000/- per month, an advance will be restricted to the amount which staff member can repay partly by convenient monthly deductions from his pay, before the date of his superannuation. For the purpose of these calculations, it will be assumed that a staff member can generally commence repayment of the advance one year after the date of approval of the advance.

7. Disbursement and Security

7.1 An advance required partly for the purchase of land partly for constructing single storied new house or enlarging living accommodation in an existing house shall be paid as follows:

- 7.1.1 An amount not exceeding 40 percent of the sanctioned advance will be payable to the applicant for purchasing developed plot of land on which construction can commence immediately on receipt of the loan, on his executing an agreement in the prescribed form for the repayment of the advance. In all cases in which part of the advance is given for the purchase of land the land must be purchased and the sale deed in respect thereof produced for the inspection of the Director within two months of the date on which the amount of 40 percent is drawn or within such further time as the Director may allow in this behalf, failing which the applicant shall be liable to refund at once, the entire amount to the Institute, together with interest thereon.
- 7.1.2 An amount equal to fifty percent (50%) of the balance of the advance will be payable to the applicant on his mortgaging in favour of the Institute the land purchased by him along with the house to be built thereon where such mortgage is permitted by the terms of the sale of land. In cases where the terms of sale do not vest the title in the purchaser till a house is erected on the land, the applicant shall execute an agreement with the Institute, in the prescribed form, agreeing to mortgage the land, together with the house to be built thereon, as soon as the house has been built and the title to the property is complete.

7.2 An advance required only for constructing a single storied new house or enlarging living accommodation in an existing house shall be paid as follows:

7.2.1 An amount equal to fifty percent (50%) of the sanctioned advance will be payable to the applicant on his mortgaging, in favour of the Institute, the land purchased by him along with the house to be built thereon, where such mortgage is permitted by the terms of the sale of land. In cases where the terms of sale do not vest the title in the purchaser till a house is erected on the land, the applicant shall execute an agreement with the Institute in the prescribed form agreeing to mortgage the land, together with the house to be built thereon, as soon as the house has been built and the title to the property is completed.

7.2.2 The remaining fifty percent (50%) of the sanctioned advance will be payable when the house has reached the plinth level.

7.3 An advance required partly for the purchase of land and partly for constructing a double-storeyed new house or enlarging living accommodation in an existing house shall be paid as follows.

7.3.1 An amount not exceeding 30 percent of the sanctioned advance will be payable to the applicant for purchasing a developed plot of land on which construction can commence immediately on receipt of the loan on his executing an agreement in the prescribed form for the repayment of the advance. In all cases, in which part of the advance is given for the purchase of land, the land must be purchased and the sale-deed in respect thereof produced for the inspection of the Director within two months of the date on which the above amount of 30 percent is drawn, or within such further time as the Director may allow in this behalf, failing which the applicant shall be liable to refund, at once, the entire amount to the Institute, with interest thereon.

7.3.2 An amount equal to fifty percent (50%) of the amount remaining after deducting from the sanctioned amount of the advance, the instalment given for the purchase of land, will be payable when the construction of the house has reached plinth level.

7.4 An advance required only for constructing a double-storied new house or enlarging living accommodation in an existing house shall be paid as follows:

7.4.1 An amount equal to fifty percent (50%) of the sanctioned advance will be payable to the applicant on his mortgaging, in favour of the Institute, the land purchased by him along with the house to be built thereon, where such mortgage is permitted by the terms of the sale of land. In cases where such mortgage is not permitted the provision as contained in the last sentence of Rule 7.2.1 will apply.

7.4.2 The remaining fifty percent (50%) of the sanctioned advance will be payable when the house has reached plinth level.

7.5 An advance required for purchasing a ready-built house shall be paid as follows:

7.5.1 The Director may sanction the payment of the entire amount required by, and admissible to the applicant in one lump sum on the applicant's executing an agreement in the prescribed form for the repayment of the loan. The acquisition of the house must be completed and the house mortgaged to the Institute within 3 months of the drawl of the advance, failing which the advance together with the interest thereon. Shall be refunded to the Institute forthwith, unless an extension of this time-limit is granted by the Director.

7.6 An advance required for purchase/construction of a new flat shall be paid as follows:

7.6.1 The director may sanction the payment of the amount required by, and admissible to the applicant on the applicant's executing an agreement in the prescribed form and complying with the provision contained in Rule 7.6.2 below for the repayment of the loan. The amount may either be disbursed in one lump sum or in suitable instalments at the discretion of the Director. The amount so drawn or the instalment(s) so drawn by the applicant shall be utilized for the purpose for which it was drawn within one month of the drawal of the advance or the instalment(s), failing which the advance or part of the advance so disbursed, together with interest thereon shall be refunded to the Institute forthwith, unless an extension of the time-limit is specifically granted by the Director.

7.6.2 In addition to the compliance with the provisions contained in Sub-Para 7.6.1 above, the applicant for constructing or purchase of ready-built flat should furnish adequate collateral security as laid down under Rule 274 of the compilation of the General Financial Rules (Revised and Enlarged) 1963, to the satisfaction of the Director wherever the land on which the flats stand is not mortgaged by the owner of land in favour of the Director as a security towards repayment of the advance.

Notes: (i) The liability of the surety will continue till the house built/purchased is mortgaged to the Institute or till the advance together with due thereon is repaid to the Institute whichever happens earlier.

(ii) Utilisation of the advance for a purpose other than that for which it is sanctioned shall render the staff member liable to suitable disciplinary action. He may also be called upon to refund to the Institute forthwith, the entire advance drawn by him together with interest accruing thereon in accordance with Rule 8 of these Rules.

(iii) The period of producing the sale deed in respect of the developed plot of land referred to in sub-rules 7.1.1 and 7.3.1 may be extended by the Director by a reasonable time after satisfying himself that the.

applicant has either already paid the cost of the land or is likely to pay it immediately; that the extension of time will enable him to acquire the title/ leasehold rights to the land and that he has every intention of building a house and will be in a position to complete the construction of the house by the 18th month after the date of the drawal of the first instalment of the advance or in such period by which the time for the completion of the house is extended under the Rules.

8. On all advances sanctioned under these Rules, interest shall be charged at such rates as may fixed by the Government of India from time to time, in respect of house building advances for its employees.
9. The construction of the house or additions to living accommodation in an existing house shall be :
 - 9.1 Carried out exactly in accordance with the approved plans and specification on the basis of which the amount of the advance has been computed and sanctioned. The plan and specifications should not be departed from without prior approval of the Director and also approved by the concerned local/municipal authority empowered to sanction such deviations. The staff member shall certify when applying for the installment of the advance admissible at the plinth/roof level, that construction is being carried out strictly in accordance with the plan and estimates furnished by him to the Institute, that the construction has actually reached plinth/roof level and that the amount already drawn has actually reached plinth/roof level and that the amount already drawn has actually been used on the construction of the house. The director shall arrange to have an inspection carried out to verify the correctness of the certificates.
 - 9.2 Completed within 18 months of the date on which the first instalment of the advance is paid to the staff member concerned. Failure to do so will render the staff member liable to refund the entire amount advanced to him together with the interest thereon in one lump sum. An extension of the time limit may be allowed up to one year by the Director based on just and sufficient reasons. The date of completion of construction must be reported to the Director without delay.
 - 9.3 Immediately on completion or purchase of the house, the staff member shall insure the house at his own cost for a sum not less than, the amount of the advance and shall get it so insured against damage by fire, flood, lightning earthquake and other natural calamities will the advance together with interest is fully repaid to the Institute and deposit the policy with the Director. It shall be the responsibility of the employee to keep such policy current and valid at a times. In case he fails to do so the Director may arrange to get the property duly insured at the cost of the employee and recover such premium paid as if it were a part of the advance.
 - 9.4 The house must be maintained in good repair by the staff member at his own cost. He shall also keep it free from all encumbrances, and shall continue to pay all the municipal and other local rates and taxes regularly until the advance has

been repaid to the Institute in full. The staff member shall furnish an annual certificate to this effect to the Director.

9.5 After the completion of the house, annual inspections may be carried out by an authorized officer under instructions from the Director to ensure that it is maintained in good repair until the advance has been repaid in full. The staff member shall afford necessary facility for these inspections by the officer(s) designated for the purpose.

10 Repayment of Advance

10.1 The advance, granted to a staff member under these rules together with the interest thereon, shall be repaid in full by monthly instalments within a period not exceeding 20 years. Firstly, the recovery of the advance shall be made in not more than 180 monthly instalments, and then interest shall be recovered in not more than 60 monthly instalments.

Notes: (i) The amount to be recovered monthly shall be fixed in whole rupees except in the case of the last instalment when the remaining balance, including any fraction of a rupee, shall be recovered.

- (ii) Recovery of advance granted partly for purchase a land and partly for construction shall commence from the pay of the month following the completion of the house or the pay of the 24th month after the date on which the instalment for purchase of land is paid to the staff member, whichever is earlier. Recovery of advance granted for constructing a new house or enlarging living accommodation in an existing house shall commence from the pay of the month following the completion of the house or the pay of the 18th month after the date on which the first instalment of the advance is paid to staff member, whichever is earlier. In the case of an advance taken for purchasing a ready built house recovery, shall commence from the pay of the month following that in which the advance is drawn.
- (iii) Where a staff member, who is granted advance for the construction of house (including the acquisition of suitable land for the purpose) does not find himself in a position to undertake the actual construction of house after he has drawn the first instalment of loan and purchased plot of land for construction of house, he should refund the entire amount advanced to him together with the interest thereon in one lump sum.
- (iv) In order to avoid undue hardship to a staff member who is due to retire within 20 years of the date of application for the grant of an advance and under the service rules applicable to him is eligible for the grant of gratuity or death-cum-retirement gratuity, the Director may at his discretion permit him to repay the advance with interest in convenient monthly instalments (the amount of the instalment shall not be less than that worked out on the basis of repayment within a period of 20 years) during the remaining period of his

service, provided he agrees to incorporation of a suitable clause in the prescribed Agreement and Mortgage Deed form to the effect that the Institute shall be entitled to recover the balance of the said advance with interest remaining unpaid at the time of his retirement or death preceding retirement from the whole or any specified part of the gratuity that may be sanctioned to him.

(v) In case the staff member does not repay the balance of the advance due to the Institute on or before the date of his retirement, it shall be open to Institute to enforce, the security of the mortgage at any time thereafter and recover the balance of the advance due together with the interest and cost of recovery by sale of the house or in such other manner as may be permissible under the law.

10.2 Recovery of advance shall be effected by the Director through the monthly pay/ leave salary/subsistence allowance of the staff member concerned. In the event of subsistence allowance payable being reduced on prolonged suspension of the staff member the recoveries may be suitable reduced by the Director.

10.3 If a staff member ceases to be in service for any reason other than normal retirement/superannuation, or he/she dies before repayment of the advance in full, the entire outstanding amount of the advance shall become payable to the Institute, forthwith. The Institute may, however in deserving cases, permit the staff member concerned, or his/her successors in interest, as the case may be, or the sureties in cases covered by Rule 7.6.2 if the house has not been completed and/or mortgaged to the Institute by that time, to repay the outstanding amount together with interest thereon calculated as in Rules 8 above, in suitable instalments. Failure on the part of the staff member concerned or his/her successors (as the case may be) to repay the advance for any reason whatsoever, will entitle the Institute to enforce the mortgage and take such other action to effect recovery of the outstanding amount, as may be permissible.

10.4 The property mortgaged to the Institute shall be reconveyed on the prescribed form to the staff member concerned (or his successors in interest, as the case may be) after the advance together with interest thereon, has been repaid to the Institute in full.

11 Applications should be submitted by staff members to the Director in the prescribed form in duplicate. The following documents should accompany the applications

11.1 A declaration in regard to house/property, if any owned by the applicant or the applicant's wife/husband/minor children at the time of applying.

11.2 If the advance is required for enlarging living accommodation in an existing house, an attested copy of the sale deed as well as of other documents,

if any, establishing that the applicant possess an indisputable title to the property in question. The site plan should also be furnished.

11.3 In cases where applicant happens to be in possession of land and desire to build a new house on it, a copy of the sale deed or other proof of the applicant having a clear title to the land on which the house is proposed to be built along with the site plan. If the land happens to be leasehold and attested copy of the lease deed should also be enclosed.

11.4 In cases where the applicant desires to purchase land an attested copy of the letter from the seller of the plot to the effect that subject to the settlement and payment of the price, he is in a position to hand over the vacant possession of a clearly demarcated developed plot of land to the applicant within a period of two months from the date of his letter, may be forwarded.

11.5 In cases where the applicant desires to purchase a flat, an attested copy of a letter from the seller of the flat to the effect that subject to the settlement and payment of price, he is in position to hand over the vacant possession of a clearly distinguishable flat to the applicant, within a period of two months from the date of his letter, may be forwarded.

12 The Director will get the applicants scrutinized and satisfy himself of the correctness of the facts etc., stated therein. It will also be ensured from the title deeds etc., furnished in compliance with the sub-rules 11.2 and 11.3 above that the applicant possess a clear marketable title to the property in question free from encumbrances and attachments. After the applications are scrutinized, the amount considered adequate will be sanctioned.

13 Before disbursement of the sanctioned advance to the applicant, the prescribed formalities such as execution of the agreement, mortgage deed, surety bond, etc., in the prescribed form shall be completed.

Note : Stamps duty if any, chargeable on documents, registration fees and other expenses to be incurred for the completion of legal and other formalities shall be borne by the staff member out of his own resources.

14 All disputes or proceedings relating to these rules shall be subject to the jurisdiction of the courts at Bangalore.

15 In the matter of interpretation of any of the above rules the decision of the Director shall be final and binding.

RAMAN RESEARCH INSTITUTE

Bangalore

Computer Advance Rules

RULES FOR GRANT OF COMPUTER ADVANCE TO THE MEMBERS OF STAFF OR RRI

1 Sanction and Refusal

- 1.1 Sanction of an advance for purchase of a computer cannot be claimed as matter of right. Advances will be sanctioned subject to the availability of funds and at the discretion of the Director.

2 Persons Eligible

- 2.1 Employees of the Institute who have completed not less than three years of service drawing a basic pay of Rs. 10,500/- per month or more will be eligible to be considered for grant of an advance provided that the Director is satisfied that the possession of the computer by the employee is essential. The Director may relax this condition in deserving cases. Employees who have completed three years of service but have not been continued in their posts (on completion of probation or otherwise) will be required to furnish a surety of permanent employee of a comparable or higher status.
- 2.2 Employees who avail of earned leave or who are preceding on leave for more than 30 days will not be entitled to the advance till their return to duty.

3 Amount of Advance

- 3.1 The amount of advance to an employee for purchase of a computer will be limited to Rs. 45,000/- or his basic pay for 12 months or the anticipated price of the computer whichever is the least.

Explanation

The term actual cost includes operating software like DOS, a printer, but does not include customs duty payable in India.

4 Purchase of Computer

- 4.1 Within one month of drawal of the advance, the employees should complete the purchase of computer for which an advance has been sanctioned and drawn. An application for the advance should be made in the prescribed form (Annexure I). The advance should be drawn only after the employees has made sure that the computer will be available to him for purchase within the prescribed period of one month. The advance should not be drawn by the employee until the seller has assured in writing to the employee that the computer will be available within a month. In case of unavoidable delays due to the circumstances beyond the control of the employee or on the part of the dealers, the employee should make an application within a month for extension of the period for purchase of the computer; such application should be supported by the dealer's letter.
- 4.2 An advance may be sanctioned for repaying a short private loan taken for the purchase of the computer provided that:
- i) the computer is purchased after applying for the advance.
 - ii) the computer is purchased within three months of applying for advance; and
 - iii) the employee submits acceptable evidence in support of such borrowing/loan.
- 4.3 No advance will be admissible if the computer has already been purchased the employee three months or longer before the application for advance has been submitted.
- 4.4 An advance is also permissible for the purchase of an old computer provided that the Director may at his discretion sanction such advance after being satisfied about the reasonableness of the price to be paid for such computer.
- 4.5 Within 15 days of the receipt of the application, the Administrative Officer inform the employee regarding the decision of the Director.

5 Drawal of Advance

- 5.1 As soon as possible after receiving a communication sanctioning computer advance, the employee shall submit a bill-cum-receipt for advance in the prescribed form (Annexure II).

- 5.2 The employee shall sign an agreement in the prescribed form (Annexure agreeing to abide by the terms and conditions specified therein and submit the same along with the bill-cum-receipt.

6 Mortgage Bond

- 6.1 The employee shall purchase the computer within a month of the date of drawal of the advance and mortgaged the same to the Institute by executing a bond in the form prescribed for the purpose (Annexure IV).

7 Insurance

- 7.1 The employee shall be responsible to obtain an insurance cover at his own cost which inter alia should provide for contingencies such as loss or damage due to strike, riot and civil commotion, malicious damage, loss by fire, theft accident.
- 7.2 The amount for which the computer is insured during the period should not be less than the outstanding balance of the advance with interest accrued thereon the beginning of that period. The employee shall renew the insurance policy form time to time till the amount due to the Institute is completely repaid.
- 7.3 The employee will be required to write a letter to the Insurance Company through the Administrative Officer notifying the interest of the Institute in the computer and also the fact of hypothecation of the computer to the Institute such letter shall be in the prescribed form (Annexure V).

8 Repayment of Advance

- 8.1 An advance sanctioned for the purchase of a computer shall be repaid in not more than 150 monthly instalment (in whole rupees, fractions being recovered the last instalment) plus additional instalments for interest, each such instalments being not appreciably greater than the instalment by which the principal recovered.
- 8.2 An employee shall have an option to repay the advance in lesser number instalments if so desired by him.

- 8.3 The amount to be recovered every month towards the advance shall not be affected by fact of the employee preceding on leave or being placed under suspension. However, the Director may, in exceptional cases order the reduction in the amount in one or more instalments (failing due during such leave or suspension) provided that the whole of the amount due is completely recovered within the period originally fixed.
- 8.4 Recovery of the advance shall start from the first pay drawn after the drawal the advance by the employee.

9 Interest

- 9.1 Simple interest at rates prescribed by the Government of India from time to time prevailing on the date of drawal of the advance, will be charged on the advance. Such interest shall be calculated on the balances outstanding on last day of each month.

10 Sale and Transfer of Computer before the refund of the Advance

- 10.1 With the prior permission of the Director, an employee may sell or transfer computer :

- i) on his retirement, resignation or termination of service; or
- ii) his proceeding on long leave exceeding 120 days.

Provided that the sale proceeds of the computer should first be applied to the payment of the amount due to the Institute. The mortgage bond will be cancelled and returned thereafter to the employee.

- 10.2 In other cases, specific approval of the Director for the sale of the computer shall be necessary while any amount in respect of the advance still remain due to the Institute, provided that the sale proceeds are utilized first to repay the balance of the advance.
- 10.3 The Director may also accord approval to the sale of the computer for which an advance is sanctioned and out of the proceeds thereof to purchase another computer of the same nature and category provided that:

- i) The cost of the new computer is higher than the amount of the outstanding advance plus interest;
- ii) the outstanding balance of advance shall continue to be repaid at the rate previously fixed and
- iii) the new computer shall be insured and mortgaged to the Institute required by these rules.

11 Interpretation

- 11.1 In the matter interpretation of these rules, the decision of the Director shall final and binding.

RAMAN RESEARCH INSTITUTE

Bangalore

Annexure- I

APPLICATION FOR ADVANCE FOR THE PURCHASE OF COMPUTER

1 Name of the applicant
(in block letters)

2 Designation

3 Department/Section

4 Date of appointment

5 Amount of advance applied for Rs.

6 No. of monthly instalments
in which the advance is
proposed to be repaid

7 Details of the Computer for
Which the advance is applied:

Description of the computer

Maker's Name :

Description :

Cost price or anticipated price :

8 Whether the computer has been
acquired or whether the applicant
is planning for purchase of a
computer. In the case of the
later, details of the name of
the dealer, etc., and probable
date of delivery of the computer
should be given.

I hereby agree to abide by the rules governing such advances in the event of an advance being sanctioned to me and to execute the necessary agreements prescribed in this behalf.

Signature of the applicant

Date :

FOR OFFICE USE ONLY

1 Date of appointment of the
Applicant in the present post

2 Basic salary at present

3 Amount of advance admissible

4 Budge provision

Remarks of Administrative Officer

FORM OF BILL FOR THE DRAWAL OF COMPUTER ADVANCE

Reference to Sanction :

Amount of advance sanctioned :

Head of Debit :

RECEIPT

Received from the Director, Raman Research Institute, a sum of Rs. (Rupees) being the advance for purchase of a computer which has been sanctioned to me by the Director letter No. A..... dated

Certified that the advance is being given for a computer which has not already been purchased and paid for by me.

Signature

(Affix revenue stamp of Rs. 1/-)

This is to certify that Ms./Mr./Dr./Prof. has signed the agreement in the prescribed form and that it has been examined and found to be in order.

Administrative Officer

FORM OF AGREEMENT TO BE EXECUTED BEFORE DRAWING AN ADVANCE FOR PURCHASE OF A COMPUTER

AN AGREEMENT made on day of One thousand nine hundred and BETWEEN (hereinafter called 'the Borrower' which expression shall include his/her heirs, administrators, executors and legal representatives) of the one part and the RAMAN RESEARCH

INSTITUTE, BANGALORE – 560080 (hereinafter called 'the Institute') represented the Administrative Officer of the Institute of the other part. Whereas the Borrower has under the provisions of the Rules of the Institute in this behalf (hereinafter referred to as the said rules which expression shall

include any amendments thereof for the time being in force) applied to the Institute for a loan of Rs. (Rupees) for the purchase of a computer and whereas the Institute has agreed to lend the said amount to the Borrower on the terms and conditions hereinafter contained. NOW IT IS HEREBY AGREED between the parties hereto that in consideration of the sum of Rs. (Rupees) to be paid by the Institute to the borrower, the Borrower hereby agrees with the Institute.

- (1) to pay the Institute the said amount with interest calculated according to the said Rules by monthly deduction from his salary as provided in the said Rules and hereby authorizes the Institute to make such deductions;
- (2) within one month from the date of payment of the said sum to expend the full amount of the said loan in purchase of a computer or if the actual price paid is less than the loan to repay the difference to the Institute forthwith;
- (3) to execute a hypothecation Deed in favour of the said computer to the Institute as security for the amount to be lent to the Borrower as aforesaid and interest in the form provided by the said Rules, and
- (4) IT IS HEREBY LASTLY AGREED AND DECLARED THAT IF THE COMPUTER is not purchased and hypothecated as aforesaid within one month from the date of payment of the said sum or if the Borrower within that period leaves the service of the institute or dies, the whole amount of the loan and interest accrued thereon shall immediately become due and payable and if the advance is not repaid, the same shall be recovered from the amounts due to the Borrower without prejudice to the Institute's right to recover any balance.

IN WITNESS whereof the said (borrower's name) and the Administrative Officer for and behalf of the Institute have hereunto set their respective hands the day and year first above written,

Signed by the said in the presence of :

1.

(Signature & Designation of the Borrower)

2.

(Signature of witness)

(Administrative Officer Signature)

Signed by the said in the presence of:

1.

2.

(Signature of witness)

Annexure – IV

THIS INDENTURE made this day of One thousand nine hundred and BETWEEN an employee of the Raman Research Institute (hereinafter called the "the Borrower", which expression shall include his/her heirs, administrators, executors and legal representatives) of the one part and the Raman Research Institute, Bangalore – 560080 (hereinafter called "the Institute") represented by the Administrative Officer of the Institute of the other part. WHEREAS the Borrower has applied for and has been granted an advance of Rs. (Rupees) in this behalf (hereinafter referred to as "the said Rules" which expression shall include any amendment thereof or addition thereto for the time being in force) AND WHEREAS one of the conditions upon which the said advance was granted to the Borrower was that the Borrower would hypothecate the said computer to the Institute as security for the amount lent to the Borrower AND WHEREAS the Borrower has purchased with or partly with the amount so advanced as aforesaid the computer particulars whereof are set out in the schedule hereunder written.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and for the consideration aforesaid the Borrower doth hereby covenant to pay to the Institute the sum of Rs. aforesaid or the balance thereof remaining unpaid at the date of these presents by equal payment of Rs. each on the first pay of every month and will pay interest on the sum for the time being remaining due and owing calculated according to the said Rules and the Borrower doth agree that such payments may be recovered by monthly deductions from his salary in the manner provided by the said Rules and in further pursuance of the said agreement the Borrower doth hereby assign and transfer unto the institute the computer the particulars whereof are set out in the schedule hereunto written by way of security for the said amount and the interest due thereon as required by the said Rules.

And the borrower doth hereby agree and declare that he/she has paid in full the purchase price of the said computer and the same is his/her absolute property and that he has not pledged and so long as any money remains payable to the Institute in respect of the said advance will not sell, pledge or part with the property in or possession of the said computer. PROVIDED ALWAYS and it is hereby agreed and declared that if any of the said instalments of principal or interest shall not be paid or recovered in the manner aforesaid within ten days after the same are due or if the Borrower shall die or at any time cease to be in the Institute service or if the borrower shall sell or pledge or part with the property in or possession of the said computer or if any person shall take proceedings in execution of any decree or judgment against the borrower the whole of the said principal sum which shall then be remaining due and unpaid together with interest thereon calculated as aforesaid shall forthwith become payable AND IT IS HEREBY AGREED and declared that the Institute may on the happening of any of the events hereinbefore mentioned seize and take possession of the said computer and either remain in possession thereof without removing the same or else may remove and sell the said computer either by public auction or private contract and may out of the sale moneys retain the balance of the said advance then remaining unpaid and any interest due thereon calculated as aforesaid and all costs, charges, expenses and payments properly incurred or made in maintaining, defending or realizing its rights

Hereunder and shall pay over the surplus, if any to the Borrower his executors, administrators or personal representatives PROVIDED FURTHER that the aforesaid power of taking possession of selling of the computer shall not prejudice the right of the Institute, to sue the borrower or his personal representatives for the said balance remaining due and interest or in the case of the computer being sold the amount by which the net sale proceeds fall short of the amount owing AND the borrower hereby further agrees that so long as any moneys are remaining due and owing to the Institute, he/he the borrower will insure and keep insured the said computer against loss or damage due to strike, riot, civil commotion, malicious damage, loss by fire, burglary or accident with an Insurance Company to be approved by the Administrative Officer that the Insurance Company with which the said computer is insured has received notice that the Institute is interested in the policy AND the borrower hereby further agrees that he will not permit or suffer the said computer to be destroyed or injured or to deteriorate in a greater degree than it would deteriorate reasonable wear and tear thereof AND further that in the event of any damage or accident happening to the said computer the borrower will forthwith have the same repaired and made good.

THE SCHEDULE

Description of computer	:
Maker's name	:
Sl. No. of the Computer	:
Sl. No. of the Monitor	:
Sl. No. of the Printer and maker's name	:
Cost Price	:

IN WITNESS hereof the said (borrower's name) and the Administrative Officer for and on behalf of the Institute have hereunto set their respective hands and day and year first above written.

Signature of the borrower

Witness:

1.

Administrative Officer

2.

To :

Through :

The Administrative Officer
Raman Research Institute
Bangalore – 560 080.

Dear Sir,

I am to inform you that the Raman Research Institute is interested in the computer insurance policy No. Secured in your Company and to request that you will kindly insert a clause to the following effect in the policy.

form of clause to be inserted

- 1 It is hereby declared and agreed that Mr./Ms./Dr./Prof./..... (owner of the computer has hypothecated the computer to the Raman Research Institute, Bangalore as security for an advance for the purchase of the computer and it is further declared and agreed that the Raman Research Institute, Bangalore is interested in any monies which but for the endorsement would be payable to Mr./Ms./Dr./Prof./..... in respect of the loss or damage to the said computer (which loss or damage is not made good by repaid, replacement or re-installment) and such monies shall be paid to the Raman Research Institute, Bangalore so long as he is the mortgagee of the computer and his receipt shall be full and final discharge to the Company in respect of such loss or damage.
- 2 Save as by this endorsement expressly agreed nothing herein shall modify or affect the rights or liabilities of the insured and the Company respectively under or in connection with this policy or any term, provision or conditions thereof.

Yours faithfully,

Place :

Date :

RAMAN RESEARCH INSTITUTE

Bangalore

Forwarded. The receipt of the letter may kindly be acknowledged. It is also requested that the undersigned may kindly be informed whenever any claim is paid under the policy and also if the premium is not paid periodically for renewal.

Administrative Officer