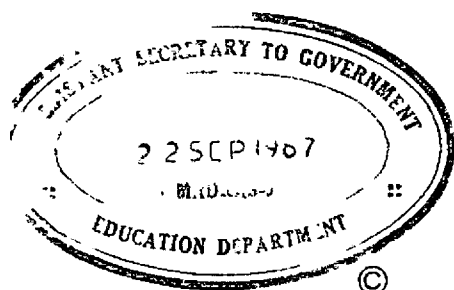


GRANT-IN-AID CODE
OF THE
MADRAS TECHNICAL EDUCATION DEPARTMENT
(WITH APPENDICES)

*[Issued by the Director of Technical Education under the
Authority of the Government of Madras]*



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1967

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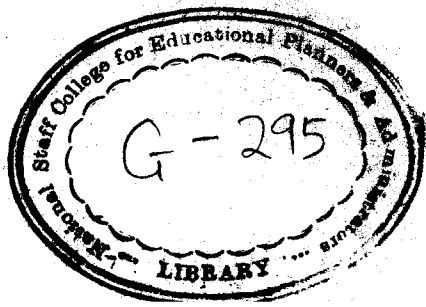
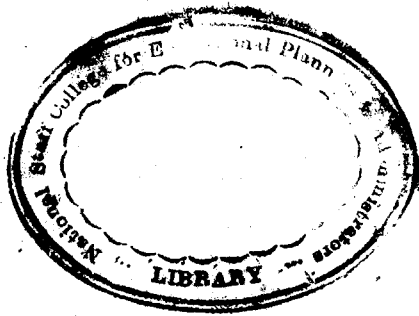


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Sub. National Systems Unit,
National Institute of Educational
Planning and Administration
17-B, Maulana Azad Marg, New Delhi-110015
DOC. No.....
Date.....

GRANT-IN-AID CODE OF THE MADRAS TECHNICAL EDUCATION DEPARTMENT

CHAPTER I.

INTRODUCTION.

1. Grants-in-aid will be sanctioned under these rules impartially to all recognized technical educational institutions under private management subject to the conditions hereinafter specified and with due regard to the requirements, of each institution and to the availability of funds.

2. *Title, commencement and amending authority.*—(a) This Code may be called the “Grant-in-aid Code of the Madras Technical Education Department” and it shall come into force on such date as may be fixed by the Director.

(b) The Director shall be the authority competent to amend the provisions of the Code as necessitated by Government orders issued from time to time in future.

3. *Extent of application.*—These rules shall apply to all private technical educational institutions recognized already or to be recognized hereafter by the Government or any authority authorised by the Government in this behalf from time to time.

4. *Definitions of terms.*—In this Code unless there be something repugnant in the subject or context—

(i) ‘Correspondent’ means and includes the Governing Council of the Institution.

(ii) ‘Council’ means the Governing Council of the Institution.

(iii) ‘Department’ means the Department of Technical Education.

(iv) ‘Director’ means the Director of Technical Education, Madras.

(v) ‘Financial Year’ means the period commencing on the 1st April and ending with 31st March.

(vi) ‘Government’ means the Government of Madras.

(vii) ‘Institution’ means a private Technical Education Institution falling within the scope of Article 3 of this Code.

(viii) ‘Teaching Staff’ means all members of staff, the minimum of whose scales of pay is Rs. 120 and above.

5. *Objects for which aid may be given.*—(i) Grants are given for teaching ; and

(ii) Grants are also given for—

(1) The construction, enlargement, improvement and purchase of institutional buildings.

(2) The purchase of furniture, apparatus, chemicals and appliances or books for institutional libraries and of the plant, materials, equipment and tools required for laboratories and workshops.

Grants under item (i) above shall be called ' Teaching grants ' (recurring), and grants under item (ii) above shall be called ' Building and equipment grant ' (non-recurring).

6. (i) *Sanctioning authority.*—Except in cases where reference to Government is required, all recurring grants paid from State funds will be assessed and sanctioned by the Director.

(ii) *Appeal to sanctioning authority.*—An appeal shall lie to the sanctioning authority for the revision of its orders.

7. *Appendices to have effect of Articles.*—The appendices to this Code shall have the same effect as the Articles of the Code and shall be treated as part of the Code.

CHAPTER II.

CONDITIONS OF AID.

8. The sanction of grant to an institution under the provisions of this Code, shall be subject to the institution satisfying the conditions hereinafter specified.

9. *Governing Council.*—Every institution on behalf of which aid is sought, shall be under the Management of a *Governing Council*.

(i) *Constitution.*—The Council may have not exceeding 20 members; it will be preferable to have about 15 members including the Principal, who will be the ex-officio Member-Secretary. One of the members shall be the Treasurer, to be appointed with the concurrence of the Director. Not more than 50 per cent of the total members shall be nominated by the Trust, Society, individual or group founding the institution. The remaining 50 per cent shall consist of :

(a) A representative of the All-India Council for Technical Education.

(b) The Director of Technical Education (or his representative), who will represent the Government.

(c) A nominee of the Central Government.

(d) A nominee of the University to which the institution is affiliated in the case of an Engineering College and a nominee of the State Board of Technical Education and Training, Madras in the case of other institutions.

(e) Remaining members nominated by the Director from among officers of the following departments of the State Government, viz., Industries, Public Works, Highways, etc., or of autonomous bodies like the Madras State Electricity Board, in all cases with the concurrence of the competent administrative superior of the officer.

(ii) *Functions.*—Its main functions will be—

(1) To manage the affairs of the institution.

(2) To appoint such staff as may be required for the efficient management of the affairs of the institution in accordance with the orders of the Government in force, from time to time ;

(3) To enter into service contracts ;

(4) To impose penalties on the members of the staff ; and

(5) To consider the Annual Report—and Audited accounts for the previous financial year and frame the Budget Estimates for the ensuing year.

(iii) *Meetings*.—It shall meet ordinarily once in four months to transact its business. The quorum for a meeting shall be five.

(iv) It shall be answerable for the maintenance of the institution and fulfilment of all the conditions of recognition and aid including the due enforcement of such rules of discipline as are prescribed from time to time.

(v) The Management may, with the approval of the Director, appoint a person as Correspondent to transact the day-to-day business of the institution.

(vi) No transfer of Management of an institution shall be made except with the permission of the Government.

10. *Endowments*.—The sanction of grant is subject to the institution showing the entire satisfaction of the Director and Government that it has created sufficient income-yielding endowments to meet its share of the non-recurring and recurring expenditure and that for this purpose, a separate Trust has been created and the Trust deed registered.

11. *Selection of staff*.—Staff should be selected by a Selection Committee constituted in accordance with the general orders of the Government/Director from time to time.

12. *Pay and dearness allowance*—(a) Teachers recruited must possess the necessary qualifications and be given no more than the scales of pay allowed for similar categories in the Government service. Higher rates of starting pay allowed at any stage of appointment will not be reckoned for grant, except with the special sanction of the Director who will decide such cases with reference to standing orders of the Government from time to time. The conditions of service of the teaching staff shall be regulated in accordance with the Rules given in Appendix 1.

(b) Dearness Allowance shall be paid at Government rates. Where dearness allowance is not paid at those rates the Director shall investigate the financial position of the institutions and if, after such investigation, he is satisfied that the Managements can afford to pay the allowance at Government rates, he shall direct that the allowance be paid at Government rates. If after such direction, the Managements fail to comply with it the grant payable to them may be withheld either in full or in part.

The refusal to pay the allowance at Government rates by Managements which do not earn any teaching grants may be considered as a valid reason for the withdrawal of recognition of the Institution.

13. *Service contracts with staff*.—An agreement in the form prescribed in Appendix 2 should be got executed between the Council and each member of the teaching staff specifying the terms and conditions of the appointment. The Correspondent and the Principal together shall execute all such agreements for and on behalf of the Council.

14. *Disciplinary control over staff.*—No employee of the institution shall be punished or dismissed from the institution except in accordance with the instructions given in Appendix 3.

15. *Appellate Authorities.*—(i) In the case of members of the teaching staff, an appeal against all punishments including dismissals shall lie to the Director and in other cases to the Governing Council, whose decision thereon shall be final.

(ii) An appeal under this article shall be preferred within two months after the date on which the appellant was informed of the order appealed against. It shall contain all material statements and arguments relied on by the appellant, shall contain no disrespectful or improper language, and shall be complete in itself.

16. *Age of superannuation.*—No grant will ordinarily be paid on behalf of the members of the teaching staff, who have completed 58 years of age. The Director, may, however, relax this rule—

(a) in Degree institutions up to the age up to which the concerned University permits particular members of staff to be retained in service ; and

(b) in non-Degree institutions in special cases up to the age of 60 and in very exceptional cases up to 62.

17. The annual admissions to the courses shall be restricted to the strength prescribed by the Government/Director from time to time.

18. Admission shall not be denied to any student on the grounds of caste, community, religion, race or sex.

19. Seats shall be reserved for students belonging to the Scheduled Castes, Scheduled Tribes and Backward (including Most Backward) Classes in accordance with the instructions of the Government from time to time.

20. The institution shall not receive donations or capitation fees from or on behalf of the students as consideration for admission.

21. No new courses shall be started or intake to the approved courses increased without the prior approval of (1) the All-India Council for Technical Education and its Southern Regional Committee or (2) the Central Government in the Ministry of Education or (3) the Government/Director as the case may be.

22. The institution should exercise utmost economy in its working and in respect of the expenditure from the grants for buildings and equipment.

23. No institution shall be allowed to spend any portion of its income for other than the educational purposes connected with the institution.

24. Grants shall not be utilised for purposes other than those for which they are specifically sanctioned by the State and or the Central Government, except with the previous approval of the authority sanctioning such grants.

25. Where an amount has been sanctioned to an institution by the Central Government or the State Government under specific conditions accepted by the institution, it shall, if it does not comply with those conditions, be liable to refund the grant already received, in such manner as may be required by the respective sanctioning Governments and further grant will be stopped.

26. The institution shall not mortgage its movable and immovable properties except under Article 49 of this code.

27. The payment of all grants is subject to the condition that the accounts of the Institution shall be open for audit by the Comptroller and Auditor-General of India, Accountant-General, Madras, or any other Governmental auditor nominated by the Government. In the event of an objection being upheld, the institution shall be called upon to refund the amount paid or such portion of it as the Director may decide. Such refund may be made either by adjustment in any other grant payable to the institution or in such other manner as the Director may see fit.

28. The Director, may, after giving due notice, withdraw aid from an institution if the financial condition of the institution ceases to warrant its continuance or for any other reasons.

29. The amount of grant payable in any one year may be decreased if the expenditure is considered as unreasonable or on the ground of deterioration of efficiency or on the ground of failure to remedy the defects in maintaining discipline, standard of instruction or any other reason pointed out in writing after an inspection or as a result of operation of Article 40 or on account of insufficiency of funds.

30. The Director may deduct from the grant payable to an institution such amount as may be due to the teachers from the Management, for direct disbursement to the teachers concerned if the Management had failed in the discharge of its obligation to teachers under its employ, by non-adherence to the terms of agreement entered into under Article 13.

31. (a) The Director may, on the report of the Inspecting Officer, after enquiry, withhold, reduce, or suspend the grants on account of any falsification of the registers or misrepresentation regarding funds, attendance or other matters or violation of any of the conditions of recognition or aid, or other proved fraud or irregularity.

(b) Grants will ordinarily be withdrawn from an institution if the Correspondent or any of the teachers employed by him

takes part in political agitation subversive of the authority of Government or inculcates among students opinions tending to excite feelings of disloyalty or disaffection directed against Government.

32. The amount of grant once determined shall not ordinarily be reduced (except as elsewhere provided in this Code) unless due notice has been given to the Correspondent so as to give him a reasonable opportunity of showing cause against such reduction.

33. The recognition of any institution may be refused or withdrawn, if the Management with a view to securing donations or financial or other help, appeals to any foreign country or countries in such a way as to undermine the prestige of this country.

34. For every payment of fee, a student shall receive a receipt signed and dated by the Principal or by any member of staff authorised by him, showing the name of the student, class, amount and other relevant particulars.

35. The institution shall make arrangements for compulsory Medical Inspection of students, to the satisfaction of the Director.

36. The institution shall make arrangements for compulsory physical training of all students except such students as are declared unfit for such training by the Medical Officer of the Institution.

37. Buildings and equipment including furniture and appliances should be provided in accordance with the scale and standard prescribed and recommended by the All-India Council for Technical Education or its Southern Regional Committee and the funds sanctioned for one branch of study should not be transferred to or utilised for any other.

38. Every institution shall be provided with a library of suitable books. The Government have the right to forbid or to prescribe the use of any book or books either for instruction or for Library purposes.

39. A Visiting Committee or an Inspector appointed by the All-India Council for Technical Education or its Southern Regional Committee or the Director shall periodically visit the institution and report to the Council and the Director whether the grants given to the institution by the State and Central Governments are being properly utilised and also whether proper standards of teaching and examination are being maintained.

40. An institution shall not ordinarily be eligible for the full grant unless it worked in the previous academic year for the minimum number of working days prescribed by the University or the State Board of Technical Education and Training, Madras, as the case may be.

41. A working day shall consist of the minimum number of hours of instruction as may be prescribed by the University or the State Board of Technical Education as the case may be; provided that two sessions, each of which should not be of less than two hours' duration whether on the same day or on different days, shall be counted as one day.

42. Management of the institution shall allow the use of the institutions' buildings, furniture, etc., for the conduct of any examination approved by the Government.

43. No institution shall let out its buildings for rent except with the permission of the Director.

44. In the event of an institution closing down for any reason, all movable and immovable properties shall without any encumbrance vest in the State Government.

CHAPTER III.

NON-RECURRING GRANT—BUILDINGS.

45. *Location.*—An Institution shall be located in a place where the following facilities are available:—

- (1) Proximity to a Railway Station.
- (2) Water-supply and electricity facilities.
- (3) Proximity to major industrial undertakings.

46. *Extent.*—An extent of not less than 300 acres of land in the case of an Engineering College, 50 acres of land in the case of a Diploma Institution and 10 acres of land in the case of a Technical High School, shall be made available for setting up an institution.

47. *Objects and proportion of aid.*—Grants not exceeding the quantum of assistance on the total cost, as per the pattern approved by Government from time to time, taking into account the requirements prescribed by the All-India Council for Technical Education, regarding plinth area, furniture, etc., may be given for building. However, where a management receives a private benefaction it shall be entitled to take full credit for such benefaction in arriving at its share of the cost of the buildings, and where the private benefaction is in excess of the management's share of the cost such excesses shall be taken in deduction of the Government's share of the cost.

48. (i) Applications for building grant shall be submitted in the prescribed form accompanied by such outline plans as will enable the Director to judge the suitability of the proposal from the technical education point of view.

(ii) If the Director approves the scheme in general the Correspondent shall then submit in duplicate, the detailed plans, specifications and estimates (which may include Architect's and Engineer's fees) prepared by a professional Engineer or Architect having a recognised qualification such as an Engineering Degree from a recognised University, A.M.I.E., A.M.I.E. (Ind.), etc. and Gazetted Officers of the Public Works or Highways Department, serving or retired. In preparing the plans and estimates, the instructions issued by the State Public Works Department from time to time, shall be followed. No building operations shall commence until after the plans and estimates are approved by the State Public Works Department. When the total estimate exceeds Rs. 10,000, the correspondent of the institution shall call for open tenders for the construction of the work. The tenders shall be received only in closed and sealed covers or packets and they shall be opened in the presence of the Director or an officer deputed by him.

(iii) Where it is proved that private qualified professional advice is not available, the management shall, prior to the commencement of the work, give fifteen days' notice in writing to the Executive Engineer in charge of the division wherein it is proposed to construct the building. During the progress of the work, access thereto and every reasonable opportunity to inspect and examine materials and take measurements shall be afforded by the management to the Officers of the Public Works Department. A fee of one per cent of the total estimate shall be levied where actual supervision of construction by the Public Works Department is required.

(iv) In respect of cases where a grant is applied for and the application is proposed to be considered, the Director will call for a valuation of the work done from the local Engineer, Public Works Department.

NOTE.—(1) The Chief Engineer may permit persons other than those specified in Art. 48 (ii) to design and supervise construction of works if such persons are considered competent by him.

(2) Any correspondent contemplating building operations for which he desires a grant from Government should apply to the Director for (i) a form of application for grant and (ii) instruction for the preparation of plans and estimates.

49. (i) *Execution of mortgage.*—Whenever a scheme is approved and the Government sanction a grant, the management shall be required to execute a deed of mortgage of the property concerned or a deed of acceptance in respect of the grant payable in the appropriate forms of deed prescribed in Appendices 7 and 7-A. The Director may, however, in his discretion grant exemption from the execution of the deed in cases where the grant does not exceed Rs. 10,000.

(ii) *Title examination.*—Except in cases where the Management has been exempted from the execution of the mortgage deed or a deed of acceptance, no grant or advance shall be paid, before it proves to the entire satisfaction of the State Counsel, its title to the property in question and its right to mortgage the same to Government in respect of the grant by furnishing all the connected title deeds and before the Director (after obtaining the approval of the State Counsel, if need be) declares the title of the management to the property to be in order.

50. *Payment of grant.*—After the completion of the Scheme, final payment will be made only on production of a certificate in the prescribed form (Appendix 4) from the Public Works Department to the effect that the scheme has been completed in accordance with the approved plans and specifications, and another certificate from the correspondent duly countersigned by the Auditor specifying the total amount actually spent on the scheme.

51. *Advance.*—Whenever advance grants are sanctioned by the Central Government, a similar advance grant on a matching basis may be sanctioned by the Government or Director subject to the condition that this amount is adjusted in the next instalment or

instalments of grants payable to the institution on the production of the following :—

(a) A certificate from the qualified engineer in charge that the construction is proceeding on sound lines in accordance with the approved plans, specifying the stage of the work and his estimated value of the work done.

(b) A certificate from the Correspondent countersigned by the Auditor regarding the full utilisation of the advance grant drawn earlier for the purpose.

52. *Legal charges.*—(i) The State Counsel will be permitted to charge, for the examination of titles and settlement of mortgages in connection with building schemes for the institutions, fees not exceeding one-half per cent of the estimated cost of the scheme approved by the Director subject to a minimum of Rs. 20 and a maximum of Rs. 250 in each case.

(ii) The fees charged shall be paid by the management of the institution concerned whether a grant is paid or not. One-half of the State Counsel's fees and registration fees incurred in connection with the execution of the deed of agreement will be reimbursed to the Management in the shape of a supplemental grant from State Funds. If a building grant is not sanctioned the question of reimbursing the management for one-half of the expenditure incurred on State Counsel's fees will be considered on the merits of each case.

53. *Bills.*—Grants sanctioned for any of the purposes mentioned in Articles 50 and 51 above, except the purchase of buildings, shall be drawn on bills prepared in the form printed as Appendix 8.

Grants sanctioned for the purchase of buildings shall be drawn on bills prepared in the prescribed form printed as Appendix 8-A.

54. In the case of buildings acquired, the grant payable will be based on the District Collector's estimate of the value of the same or of the actual cost of acquisition or purchase whichever is less, and shall not exceed the maximum monetary limits prescribed by the Government/Director for buildings erected. In the case of buildings purchased, the expenditure actually borne by the management of the institution in connection with the transfer of property, viz., stamp duty, registration charges, etc., will be added to the purchase value of buildings for the purpose of payment of grant from State Funds.

55. However, where a Management receives a private benefaction for the construction or purchase of a building for an institution, it shall be entitled to take full credit for such benefaction in arriving at its share of the cost of the construction or purchase of the buildings and where the private benefaction is in excess of the Management's share of the cost, such excess shall be taken as deduction of the State Government's share of the cost.

56. (i) Before making payment, the Director will require the Management to furnish the certificates referred to in Article 48 (ii) or will obtain the valuation referred to in Article 48 (iv) as the case may be, showing the actual amount expended by the Management in completing the work, purchase or acquisition and if necessary, he may call for the vouchers at any time in support of the expenditure incurred.

(ii) The Director will also require the Management to furnish a certificate specifying the total amount of private benefactions received in respect of the work.

57. *Claims of the Government.*—The Correspondent of any institution receiving a grant under this chapter shall refund the grant or a portion of it as specified below, if the building in respect of which the grant was made ceases to be used for technical education purposes approved by Government, within a period of thirty years from the date of payment of the grant where the grant does not exceed fifty thousand rupees ; fifty years from the date of payment of the grant where the grant exceeds fifty thousand rupees, but does not exceed rupees one lakh ; and 99 years from the date of payment of the grant where the grant exceeds rupees one lakh. The amount to be refunded shall bear the same proportion to the total grants as the unexpired portion of the period for which the building is secured against diversion bears to the total period. If the Correspondent fails to make such refund, the Government may recover the amount by such means as they think fit.

CHAPTER IV.

NON-RECURRING GRANTS—BOOKS, FURNITURE AND EQUIPMENTS.

58. *Objects and proportion of aid.*—(i) Grants not exceeding the quantum of assistance on the total cost as per the pattern approved from time to time, may be given for furniture, and for apparatus, chemicals, maps, diagrams and models; for books and periodicals for libraries; for plant, materials and tools for workshops, etc.

However, where a management receives a private benefaction, it shall be entitled to take full credit for such benefaction in arriving at its share of the cost of the equipment and where the private benefaction is in excess of the Management's share of the cost, such excess shall be taken in deduction of the Government's share of the cost.

(ii) Grants shall not be given for articles regarding which the Director has not been consulted and for which aid has not been promised previously to purchase or to manufacture.

59. After completion of the purchase final payment will be made only on production of a certificate in the prescribed form (Appendix 5) from an officer authorised by the Director in this behalf specifying the actual expenditure incurred by the Management.

60. *Advance.*—Whenever advance grants are sanctioned by the Central Government, a similar advance grant on a matching basis may be sanctioned by the State Government/Director also subject to the condition that this amount is adjusted in the next instalment or instalments of grants payable to the institution, on the production of a certificate from the correspondent duly countersigned by the Auditor regarding the full utilisation of the advance grant drawn earlier for the purpose.

61. (a) *Bills.*—Grants sanctioned under Articles 59 and 60 shall be drawn on bills prepared in the form printed in Appendix 9.

62. *Claims of the Government.*—If an institution which has received aid under this Chapter has, within 25 years from the date on which the grant is drawn, been closed or diverted to other than technical education purposes approved by the Government, the Government shall be at liberty to purchase the articles towards the supply of which the grant was given, at a valuation to be made by an officer to be deputed by the Government for the purpose.

63. When the Government purchase the articles at the valuation so fixed, the amount to be paid to the Management shall be only the excess of the valuation over the amount already given as grant by the Central and State Governments towards their original purchase.

64. Alternatively, the Government may direct that the articles be sold in auction, and the proceeds paid into the Government Treasury; provided that if the proceeds exceed the amount of grants already paid towards the purchase of the articles, by the State and Central Governments, the difference shall be paid to the Management.

CHAPTER V.

RECURRING GRANT.

65. *Recurring Expenditure.*—The assistance towards Recurring Expenditure by the Government will be regulated in accordance with the provisions made hereunder.

66. *Income from Private Sources.*—The grant will be considered as supplementing the income guaranteed from endowments, subscriptions, donations and other private sources over and above any expenditure incurred by the Management on scholarships or in defraying any difference between the fees calculated at standard rates and those actually collected.

67. *Fixing the amount of grant.*—Teaching grant paid to an Institution shall be considered as having been paid in respect of the working of the institution during the previous year. The amount of grant payable for any one year will be based on the net deficit expenditure, that is, the excess of recurring expenditure in respect of items admitted by the State Government for purpose of grant, over the income of the institution. The amount to be paid will be determined by the Director in accordance with the percentage of assistance announced by the Government from time to time.

68. Approved recurring expenditure will comprise such expenditure under teaching staff, establishment, rents, taxes, ordinary repairs and upkeep, contingencies and other miscellaneous items as may be approved by Government/Director.

69. In addition to the amount payable under Article 68 the Management will also be paid a grant equal to—

(a) The entire loss in fee income caused on account of the award of fee concessions under rule 92 of the Madras Educational Rules ; and (b) half the expenditure incurred on scholarships and fee remissions up to a limit of 10 per cent of the fee income reckoned at standard rates provided that the scheme for such scholarships and fee remissions has received the prior approval of the Director.

70. The Management will be allowed to retain any profits it may make during the year subject to the condition that the money thus retained is not allowed to accumulate but is spent with the approval of the Director on improvements to the institution.

71. (i) *Financial Statement.*—The Management shall submit to the Director, not later than 1st June of each year, a financial statement in the prescribed form (Appendix 10) which should bear the countersignature of the Examiner of Local Fund Accounts or of an officer authorised by him in this behalf.

(ii) The Management may, however, appoint with the approval of the Director, a Chartered Accountant for the internal audit of the accounts of the Institution and preparation of the financial statement.

72. The financial statement shall be prepared for the financial year and all items of income and expenditure shall be exhibited therein. It should be accompanied by a subsidiary statement for each and every item exhibited in the financial statement in addition to such other statements as the Director may, from time to time, prescribe for ascertaining the financial position of the institution and its eligibility for aid. A 'Nil' entry should be made where there are no particulars to be furnished against any item. All statements should preferably be typewritten. The auditor should certify to the correctness of the receipt and expenditure duly verified with supporting vouchers.

73. *Special fees.*—Amount remaining unutilised under the items constituting special fees, in any one year shall be carried forward and added to the next Year's account of special fees. However, balance remaining unspent in this account at the end of the second year, shall be taken as an item of income for purpose of calculating the grant.

74. *Payment of Grants.*—(i) Grants for a year may be claimed on a bill prepared in the prescribed form (Appendix 11).

(ii) Should any amount of grant paid to an institution be afterwards found to be in excess of the amount to which it is entitled the same shall be adjusted against the teaching grant or any other grant payable to the institution subsequently.

CHAPTER VI.

MISCELLANEOUS.

75. Notwithstanding anything in this Code the Director has, the right to refuse or to withdraw any grant at his entire discretion.

76. Notwithstanding anything in these rules, it shall be binding on the Management to give effect to and implement faithfully every order passed by the Government or the Director and made applicable to the institution. It shall be open to the sanctioning authority to withhold the grant in respect of an institution proved to have wilfully violated any such order.

APPENDIX 1.

GENERAL CONDITIONS OF SERVICE OF MEMBERS OF TEACHING STAFF.

(ARTICLE 12.)

1. A member of the staff, belonging to the Catholic religious order (enjoining the vow of poverty) need not execute the agreement prescribed in Appendix 2.

2. No formal agreement need necessarily be entered into between the Management and the members of teaching staff appointed for periods not exceeding one year.

3. The agreement between the Principal and the Management shall specifically secure for the Principal freedom in the control of the internal management of the institution and the academic work of the institution and for this purpose, the following shall be inserted in such cases, in paragraph 3 of the agreement:—

“That the said.....in his capacity as Principal shall be responsible for the internal management of the institution and shall exercise such powers as may be necessary for the due discharge of his duties.”

4. No appointment shall ordinarily be kept on a temporary basis for a period exceeding one year. Where it is necessary to keep an appointment on temporary basis for a period exceeding one year but not exceeding two years, it shall be done with the approval of the Director.

5. Every person appointed as a member of the teaching staff shall be required to be on probation for a period of two years. This period may be extended by a further period up to one year at the absolute discretion of the Governing Council. Provided that an opportunity to show cause shall be given in all cases where it is provisionally decided to extend the period of probation and final orders passed only after taking into account such representation as may be made by the probationer. In the absence of any move for extension of probation within a period of six months from the date on which the member normally completes two years of service, he shall be deemed to have completed his probation satisfactorily.

6. Increments according to the scale mentioned in the contract shall be granted as a matter of course.

7. The payment of vacation salary shall be governed by the rules hereunder—

(i) All permanent members of staff shall be entitled to vacation salary during such vacation as may be declared by the Management.

(ii) Non-permanent members shall be eligible for vacation salary subject to the conditions—

(a) that they have put in a minimum service of six months in that academic year; and

(b) that they were in service on the last working day before the closure of the institution for the Summer Vacation.

(iii) The vacation salary to be paid shall be the pay and allowances for the full period of vacation if the member has served for the entire academic year. If he has not served for the full academic year, the vacation salary to be paid shall be only for a fraction of the vacation period equal to the proportion which the part of the academic year during which he has served bears to the full period of the academic year (excluding the vacation), all being calculated in terms of days.

8. A service register shall be maintained for every member of teaching staff showing among others, the date of appointment, the scale of pay on which he was appointed, the increments given from time to time, and the leave to his credit and the leave granted.

9. Every member of staff shall be entitled to enjoy institution holidays unless he is specifically required by the Principal to work on those days.

10. Every member may avail himself of the summer vacation subject to the condition that he shall be present in the station and help the Principal in the matter of promotions, admissions and examination at the beginning and at the end of the vacation. Ordinarily, every member shall be free to enjoy at least one month of the vacation either continuously or in not more than two broken periods. Every member shall be present in the institution on the last working day of each term in the year and also on the first working day, and no leave other than medical leave or leave on half average pay shall be combined with the summer vacation.

11. Casual leave as well as leave other than casual leave shall be regulated in accordance with the rules applicable to Government servants, of the corresponding cadre and status in Government Technical Educational Institutions.

12. A member desirous of leaving the station during the week-end holidays or any other holidays during the year, shall obtain the previous permission of the Principal.

13. Alterations to the form of agreement will be permitted by the Director for satisfactory reasons provided that such alterations are not in any way repugnant to the spirit of the conditions laid down therein.

14. Travelling Allowance (including daily allowance) for journeys on duty and on transfer shall be paid at no more than the rates applicable to Government servants, of the corresponding cadre and status in Government Technical Education Institutions.

APPENDIX 2.

(ARTICLE 13.)

**FORM OF AGREEMENT TO BE EXECUTED BY MEMBERS
OF TEACHING STAFF.**

THIS agreement made the.....
.....day of.....
one thousand nine hundred.....
between the Governing Council of.....
(hereinafter called the Council) of the one part and.....
Thiru....., son of.....,
residing at.....
of the other part.

WHEREAS the Governing Council of.....
.....have agreed to engage the said
.....to serve in the.....
.....on the salary hereinafter
mentioned;

Now these present witness and the parties hereto, do hereby agree as follows :—

1. That the Council shall employ the said.....
.....and the said.....
.....shall serve the Council as
.....in the.....
.....(name of the Institution)
.....from the date of his taking charge
of such appointment until such employment shall be determined as
hereinafter provided.

2. That the said.....shall
be on probation for a period of two years from the date of taking charge
of his appointment, but the Council may, before the expiry of that
period, extend it to a further period not exceeding twelve months for
reasons to be recorded in writing, or discharge him from service, after
giving him a reasonable opportunity of showing cause against the action
proposed to be taken, if he is found not suitable for continuance in service.

3. That the said.....shall
employ himself honestly, efficiently and diligently under the orders
and instructions of the Principal or other officers of the said institution
under whom he shall from time to time be placed in the said institution,
in which capacity he will discharge all such duties appertaining to that
office and do all things which may be required of him or which are
necessary to be done in his capacity as aforesaid and shall make
himself in other respects generally useful as may be required of him.

4. That the said.....shall
not normally or on any pretence, absent himself from his duties without
first having obtained the permission of his superior officers authorised
in his behalf or in case of sickness or inevitable accident, without forward-
ing, where necessary, a satisfactory medical certificate as may be required
by the leave rules for the time being in force in the said institution,

5. That the said.....shall devote his whole time to the duties of the said employment and shall not on his own account, or otherwise, either directly or indirectly, carry on or be concerned, in any trade, business or canvassing work, private tuition or the like, of a remunerative kind without the specific written sanction of the Council.

6. That the said.....shall conform to all the rules and regulations for the time being in force in the said institution and obey all lawful orders and directions, as he shall, from time to time receive from any authorised officer of the said institution.

7. That the Council or competent authority shall have the power to take disciplinary actions on the said.....as provided for in the Grant-in-Aid Code of the Madras Technical Education Department.

8. It shall be lawful for the Council at any time, if satisfied on medical evidence that the said.....is unfit, and is likely for a considerable period to continue unfit by reason of ill-health, for the discharge of his duties as.....to terminate his services on paying him three months' salary less any amount which may have been paid to him as leave allowance after the date of his last attendance on duty in the institution subject to a minimum of one month's full salary.

9. That the said.....when he becomes a permanent member of the staff of the said institution shall be entitled to have his services terminated either by giving the Council three months' notice thereof in writing or by paying that authority three months' salary in lieu of such notice.

10. That the said.....shall not during the period of this agreement when he has not been given notice of termination of his services by the Council or has not given notice to the Council for such termination of his services, apply for an appointment under any other authority except through the Principal and the penalty for any breach of this condition, may, at the discretion of the Council, be termination of his services.

11. That the said.....shall be paid for such time as he shall be in the service of the said institution monthly salary in the scale of Rs.....starting on an initial salary of Rs.....with effect from (date.....) and the following additional allowances.....

12. That in the event of the temporary absence of the said.....from duty by reason of illness or leave or otherwise, he shall be paid such salary only as shall be determined by rules for the time being in force in the institution.

In witness whereof the said Thiru.....and (i) Thiru.....Correspondent of the council and (ii) Thiru.....Principal.....acting for and on behalf and by the order and direction of the Council, have hereunto set their hands,

Signed by the above named
in the presence of :

- 1.
- 2.

Signed on behalf of the Council
by the said

Thiru.....

Correspondent in the presence
of ;

- 1.
- 2.

Signed on behalf of the
Council by the said

Thiru.....

Principal
in the presence of :

- 1.
- 2.

APPENDIX 3:

PROCEDURE FOR TAKING DISCIPLINARY ACTION AGAINST MEMBERS OF STAFF.

(Article 14.)

1. The following penalties may, for good and sufficient reasons, and as hereinafter provided, be imposed on the members of staff—

- (i) Award of Censure.
- (ii) Withholding of increments or promotions.
- (iii) Reduction to a lower rank in the seniority list or to a lower post.
- (iv) Recovery from pay of the whole or part of any pecuniary loss caused to the Management by negligence of the employee or breach of orders.
- (v) Suspension, where a person has already been suspended under Clause (3) to the extent considered necessary by the authority imposing the penalty.
- (vi) Dismissal.

2. The authority which may impose suspension pending enquiry into grave charges under clause 3 or the penalties of (i) censure (ii) withholding of increments, (iii) recovery from pay, shall be the principal. The authority which may impose the other penalties of (i) withholding of promotion (ii) reduction to a lower rank, and (iii) dismissal from services, shall be the chairman of the Governing Council, acting on behalf of the Governing Council.

3. A member may be placed under suspension from service, pending enquiry into grave charges, where such suspension is necessary in the interest of the institution. A person so suspended shall be eligible for subsistence allowance during the period of such suspension at the rates applicable to the Government servants of the corresponding cadre and status in Government Technical Institutions.

4. (a) In every case, where it is proposed to impose any of the penalties specified in clause 1, the grounds on which it is proposed to take action shall be reduced to the form of a definite charge, or charges which shall be communicated to the person charged, together with a statement of the allegations on which each charge is based and of any other circumstance which it is proposed to take into consideration in passing orders on the case.

(b) (i) In a case where it is proposed to impose on a member of the staff any of the penalties specified in items (i), (ii) and (iv) in clause 1, he shall be given a reasonable opportunity of making any representation and such representations, if any, shall be taken into consideration before the order imposing the penalty is passed.

(ii) In a case where it is proposed to withhold promotion or to impose any of the other penalties specified in items (iii) and (vi) in clause 1, the person charged shall be required, within a reasonable time, to put in a written statement of his defence and to state in writing in the questionnaire form given below whether he desires an oral inquiry

for only to be heard in person. An oral inquiry shall be held if such an inquiry is desired by the person charged or is directed by the authority concerned. At that inquiry, oral evidence shall be heard as to such of the allegations as are not admitted, and the person charged shall be entitled to cross-examine the witnesses, to give evidence in person and to have such witness called, as he may wish, provided that the person conducting the inquiry may, for special and sufficient reason to be recorded in writing, refuse to call a witness. After the inquiry has been completed, the person charged shall be entitled to put in, if he so desires, any further written statement of his defence. If no inquiry is held and if he had desired only to be heard in person, a personal hearing shall be given to him. The proceedings shall contain a sufficient record of the evidence and a statement of the finding and the grounds thereof.

(iii) After the inquiry referred to in sub-clause (ii) has been completed and after the authority competent to impose the penalty mentioned in that clause has arrived at a provisional conclusion in regard to the penalty to be imposed, the person charged shall be supplied with a copy of the report of the enquiring authority and be called upon to show cause, within a reasonable time, not ordinarily exceeding one month, against the particular penalty proposed to be imposed. Any representation in this behalf submitted by the person charged shall be duly taken into consideration before final orders are passed.

5. (a) The authority imposing any penalty under these provisions, shall maintain a record showing—

- (i) The allegations upon which action was taken,
- (ii) The charges framed,
- (iii) The person's representation, if any, and the evidence taken, if any, and
- (iv) the findings and the grounds thereof.

(b) All orders of punishment should also state the grounds on which they are based and shall be communicated in writing to the person against whom they are passed.

QUESTIONNAIRE.

1 Have you any objection to the form of any of the charges ?

2 In addition to the written statement of your defence which you are now required to submit you are entitled to continue your defence by either of the following methods :—

- (a) Oral enquiry held in your presence, (b) to be heard in person without any oral enquiry. Please state in column opposite whether you require any of these methods to be adopted and if so, indicate which.

- 3 If you desire an oral enquiry to be held, in respect of which allegation do you require oral evidence to be taken.
- 4 Do you wish to give evidence yourself, if so, on what points ?
- 5 Do you wish to have any witnesses examined or cross-examined, if so, state their names and note briefly the matters to which they are called to dispose ?

APPENDIX 4.

(ARTICLE 50.)

FORM OF COMPLETION CERTIFICATE (BUILDINGS).

Name or nature of work—

Amount of the approved estimate, Rs.

Certified that the above work, which has been in my charge/constructed under the charge of _____ has been carried out according to the approved plan and estimates in a satisfactory manner with the following exceptions :—

(Here enter items of deviation with particulars as to dimensions and cost, etc.)

That the deviations are not of such a nature as to affect the stability or the suitability of the building and that, in my opinion, the deviations would have resulted in saving of Rs. _____ above the cost and excess under the approved estimate.

(Signature.)

Station :

Designation of Officer.

Date: 19.

APPENDIX 5.

(ARTICLE 59.)

FORM OF COMPLETION CERTIFICATE—EQUIPMENT GRANT.

Name of the institution

1 Ceiling under Equipment Grant
(quote number and date of
Government Order)—

(a) Central Government share.

(b) State Government share.

(c) Management share ..

2 Name of Laboratory, Workshop,
etc., for which the purchase
is made (append a list of
items purchased).

3 Amount of estimate covered
by the present certificate.

CERTIFICATE.

1. Certified that an expenditure of Rs. has been incurred on
the purchase of items covered by column 2.

2. Certified that these items have not been included in an earlier
claim.

Correspondent.

CERTIFICATE.

Certified that I have physically verified the items of purchase included
in the above estimate and that according to the statement of expenditure
and supporting vouchers produced by.....
for verification, the institution has incurred a total expenditure of
Rs. for the purchases indicated in column 2.

2. Certified also that this does not include the purchases already
verified and certificate issued any time earlier.

Date :

*Signature of the Officer issuing
the certificate.*

APPENDIX 6.

(ARTICLE 48.)

APPLICATION FOR APPROVAL OF A BUILDING SCHEME OF AN ENGINEERING COLLEGE/POLYTECHNIC/TECHNICAL HIGH SCHOOL AT IN THE DISTRICT OF

- 1 Number and date of the Proceedings or Memorandum of the Government sanctioning the institution.
- 2 Names and designations of the persons who form the Committee of Managements.
- 3 The strength of the different courses as proposed.
- 4 Character of the proposed work.
- 5 Is a sketch plan of the proposed site and building attached ?
 - (ii) Does it show :—
 - (a) The relation of the proposed building or extension to the existing buildings ?
 - (b) Any alteration in existing buildings necessitated by it ?
 - (c) The purpose to which the existing buildings are now put ?
 - (d) The purpose to which they will be put when the new building or extension is completed ?

NOTE.—Any notes that cannot be conveniently inserted in the plans may be given under each of the above headings.

- 6 (a) Probable cost of the proposed work.
- (b) Whether the Management has the necessary funds to complete the work in case the scheme is approved ?

(c) Whether the Managing Body has been registered under the Societies' Registration Act or any other Act and if so, whether attested copies of the Memorandum of Association and the Articles of Association are submitted ?

(d) Particulars of the developed site proposed for the Institution.

(e) Amount of building grants drawn by the institution in the previous years, with the number and date of sanction and the purposes for which given (in the case of applications for building grants for new courses, additional intake etc.)

7 Inspecting Officer's remarks about accommodation from his inspection reports (in case of applications for building grants for new courses, additional intake, etc.)

8 Director's review of such remarks.

Station :

Correspondent.

Date :

Inspecting Officer's remarks and recommendations :—

APPENDIX 7.

(ARTICLE 49.)

THIS INDENTURE made this _____ day of one thousand
 nine hundred and _____ between

_____ mortgagor
 hereinafter called the _____ of the one part and His Excellency
 _____ mortgagors

the Governor of Madras (hereinafter called "The Governor" which expression shall where the context admits include his successors in office and assigns) of the other part. WHEREAS the mortgagor is/ mortgagors are well and truly entitled to and possessed of the piece or parcel of land particularly described in the schedule hereunder written and has/with the erected building for the.....(name of institution) thereonbuildings thereon and has enlarged and improved such buildings, at an actual cost of Rupees _____ and WHEREAS the mortgagor has/mortgagors have in accordance with the provisions of the Grant-in-Aid Code of the Madras Technical Education Department now in force in the State of Madras applied to the Government of Madras (hereinafter called "the Government") for grant-in-aid of the sum of Rupees _____ being part of the said sum of Rupees _____ and has/have submitted to the Government, the vouchers and certificates referred to in Articles 48, 49 and 56 of the said Grant-in-Aid Code as to the cost and completion of such buildings/alterations and WHEREAS the Government have consented and agreed to make the said grant in the manner provided in chapter III of the said Grant-in-Aid Code upon the mortgagor/mortgagors entering into the covenants on his /their part and giving the security hereinafter contained, NOW THIS INDENTURE WITNESSETH that in consideration of the said agreement to make a grant up to a maximum of Rupees _____ and the sum of rupees only a part thereof now paid by the Government to the martgagor/mortgagors as he/they mortgagor doth/mortgagors do hereby acknowledge he/they the mortgagor doth/mortgagors do hereby for himself/themselves his/their respective heirs executors administrators legal representatives and assigns covenant with the Governor _____ that he/they the mortgagor/mortgagors or his/their heirs executors administrators legal representatives or assigns will from time to time and all times so long as the said buildings shall be used for the purposes of the said institution conduct and manage such institutions or cause such institution to be conducted and managed by the person for the time being in charge of the same in accordance with the rules and regulations for the time being in force in the Madras Technical Education Department so far as the same respectively are applicable to the said institutuion AND will not prior to the lapse of _____ years from the date hereof divert or allow to be diverted to said piece or parcel of land particularly described in the schedule hereunder written or any part or portion thereof and/or the buildings and erections now being or which may hereafter be thereon to other than technical educational purposes approved by the Government AND will during such period keep such buildings in good and substantial order and repair so that the same may be always efficient for use for the purpose of the said institution And will in the event of these said piece or parcel of land particularly described in the schedule hereunder written or any part or portion thereof and/or the buildings and erections now being or

which may hereafter be thereon prior to the lapse of such period ceasing to be used for technical educational purposes approved by the Government forthwith repay to the Government a sum which shall bear a like proportion to the amount hereby advanced as the unexpired number of years of the period of _____ years limited herein bears to the total number of years so limited PROVIDED always that nothing herein contained shall be deemed to prevent the use by the mortgagor/mortgagors his/their heirs, executors, administrators, legal representatives or assigns or the person or persons for the time being in charge of the said piece or parcel of land particularly described in the schedule hereunder written or any part or portion thereof and/or the buildings and erections now being or which may hereafter be thereon out of the hours during which the same should be used for the objects of such institutions for such other reasonable and proper purposes other than technical educational as the mortgagor/mortgagors his/their heirs, executors, administrators, legal representatives or assigns or the person or persons for the time being in charge of the said buildings may direct **AND THIS INDENTURE FURTHER WITNESSETH** that in consideration of the said agreement to make a grant upto a maximum of rupees and the sum of Rupees only a part thereof now paid as aforesaid the mortgagor/mortgagors doth/do and each of them doth hereby grant convey and assign unto the Governor all that piece or parcel of land particularly described in the schedule hereunder written together with all and singular the buildings and erections now being or which may hereafter be thereon **AND** all rights easements and appurtenances whatsoever usually held or connected therewith or reputed to belong or be appurtenant thereto **AND** also all furnitures and fixtures fittings maps and other equipments, books and chattels for the time being in and belonging to or used or to be used for the said institution and all the estate rights title interest claim and demand of the mortgagor/mortgagors and each of them into and upon the said hereditaments and premises **To HAVE** and to **HOLD** the said piece or parcel of land hereditaments chattels and effects, and all other premises expressed to be hereby assured unto the Governor according to the nature and tenor thereof respectively **UPON TRUST** to permit the same hereditaments and premises to be used by the mortgagor/mortgagors his/their heirs, executors, administrators, legal representatives or assigns or his/their nominee or nominees for conducting the said institutions and with power in case the mortgagor/mortgagors his/their heirs executors administrators, legal representatives or assigns shall fail to pay on demand the sum then due and payable in manner herein before provided to sell and absolutely dispose of the said hereditaments and premises and apply the proceeds of such sale after payment thereof of all costs and expenses attending the same in or towards recouping or reimbursing to the Government the said grant-in-aid or sum then due and payable hereunder as aforesaid and to pay the surplus if any to the Mortgagor/Mortgagors his/their heirs executors administrators legal representatives or assigns PROVIDED always that the Governor shall not exercise the said power of sale unless and until he shall have caused to be served on the mortgagor/mortgagors his/their heirs, executors, administrators, legal representatives or assigns a notice in writing requiring payment of the sum then due and payable hereunder and default has been made in payment thereof for three months after such service PROVIDED ALWAYS and it is hereby agreed and declared that at the expiration of the said period of years hereinbefore referred to the Governor shall in the event of the covenants

hereinbefore contained on the part of the mortgagor/mortgagors his/their heirs, executors, administrators, legal representatives or assigns having been in the meantime duly performed and observed reconvey and reassign at his or their cost unto the mortgagor/mortgagors his/their heirs, executors, administrators, legal representatives or assigns or as he or they may direct all and singular the piece or parcel of land hereditaments chattels goods or other premises hereby expressed to be granted conveyed or assigned.

IN WITNESS whereof the said and
Director of Technical Education
 for the State of Madras acting on behalf of and by the order and direction of the Governor of Madras have hereunto set their respective hands and seals the day and year first abovescribed.

Schedule to which the abovescribed indenture refers.

All that piece or parcel of land situated at
 in the district of and taluk of
 and in the sub-registration district of bounded
 and registration district of on the south
 on the north side thereof by on the east
 side thereof by and on the west side
 thereof by
 and containing together in the whole by admeasurement
 (be the same a little more or less) and all
 which said piece or parcel of land was formally in the occupation of
 but is now in the occupation of

Signed sealed and delivered, by the }
 abovenamed }
 in the presence of }

Signed sealed and delivered by the }
 abovenamed }
 in the presence of }

APPENDIX 7-A.

(ARTICLE 49.)

THIS INDENTURE made this _____ day of _____ one thousand nine hundred and _____ between (hereinafter called the mortgagor/mortgagors of the one part and His Excellency the Governor of Madras (hereinafter called "The Governor" which expression shall where the context admits includes his successors in office and assigns) on the other part

WHEREAS the mortgagor/mortgagors has/have purchased at the price of Rupees _____ for the purpose of (Name of institution) _____ and is/are well and truly entitled to and possessed of the piece or parcel of land particularly described in the schedule hereunder written with the buildings thereon AND WHEREAS the mortgagor/mortgagors has/have in accordance with the provision of the Grant-in-aid Code of the Madras Technical Education Department applied to the Government of Madras (hereinafter called "the Government") for a grant-in-aid of the sum of Rupees _____ being part of the said purchase money and has/have submitted to the Government the certificate referred to in Articles 54, 55 and 56 of the said Code as to the value of the said buildings and WHEREAS the Government have consented and agreed to make the said grant in the manner provided in Chapter III of the said Code upon the mortgagor/mortgagors entering into the covenants on his/their part and giving the security hereinafter contained, now THIS INDENTURE WITNESSETH that in consideration of the said agreement to make a grant up to a maximum of Rupees _____ and the sum of Rupees _____ only a part thereof now paid by the Government, receipt whereof the mortgagor doth/mortgagors do hereby acknowledge he/they the mortgagor doth/mortgagor/do hereby for himself/themselves his/their respective heirs, executors, administrators, legal representatives and assigns covenant with the Governor that he/they the mortgagor/mortgagors his/their heirs, executors administrators, legal representatives or assigns will from time to time and at all times so long as the said building shall be used for the purposes of the said institution conduct and manage such institution or cause such institution to be conducted and managed by the person for the time being in charge of the same in accordance with the rules and regulations for the time being in force of the Madras Technical Education Department so far as the same respectively are applicable to the said institution AND will not prior to the lapse of _____ years from the date hereof divert or allow to be diverted the said piece or parcel of land particularly described in the schedule hereunder written or any part or portion thereof and/or the buildings and erections now being or which may hereafter be thereon to purposes other than those connected with Technical Education and approved by the Government and will during such period keep such buildings in good and substantial order and repair so that the same may be always efficient for use for the purpose of the said institution and will in the event of the said piece or parcel of land particularly described in the schedule hereunder written or any part or portion thereof and/or the buildings and erections now being or which may hereafter be thereon prior to the lapse of such period ceasing to be used for technical educational purposes approved by the Government forthwith repay to the

Government a sum which shall bear a like proportion to the amount hereby advanced as the unexpired number of years of the period of years limited herein bears to the total number of years so limited PROVIDED always that nothing herein contained shall be deemed to prevent the use by the mortgagor/mortgagors his/their heirs, executors, administrators, legal representatives or assigns or the person or persons for the time being in charge of the said piece or parcel of land particularly described in the schedule hereunder written or any part or portion thereof and/or the buildings and erections now being or which may hereafter be thereon out of the hours during which the same should be used for the objects of such institutions for such other reasonable and proper purposes other than technical education as the mortgagor/mortgagors his/their heirs executors administrators legal representatives or assigns or the person or persons for the time being in charge of the said buildings may direct AND THIS INDENTURE FURTHER WITNESSETH that in consideration of the said agreement to make a grant up to a maximum of Rupees

and the sum of Rupees only a part thereof now paid as aforesaid the mortgagor/mortgagors doth/do and each of them doth hereby grant covey and assign unto the Governor all that piece or parcel of land particularly described in the Schedule hereunder written together with all and singular the buildings and erections now being or which may hereafter be thereon and all rights easements and appurtenances whatsoever usually held or connected therewith or reputed to belong or be appurtenant thereto and also all furniture fixtures fittings map and other equipments books and chattels for the time being in and belonging to or used or to be used for the said institution and all the estate right title interest claim and demand of the mortgagor/mortgagors and each of them into and upon the said hereditaments and premises To HAVE and To HOLD the said piece or parcel of land hereditaments chattels and effects and all other premises expressed to be hereby assured unto the Governor according to the nature and tenor thereof respectively UPON TRUST to permit the same hereditaments and premises to be used by the mortgagor/mortgagors his/their heirs, executors, administrators, legal representatives or assigns or his or their nominee or nominees for conducting the said institution AND with power in case the mortgagor/mortgagors his/their heirs, executors, administrators, legal representatives or assigns shall fail to pay on demand the sum then due and payable in manner hereinbefore provided to sell and absolutely dispose of the said hereditaments and premises, and apply the proceeds of such sale after payment thereof of all costs and expenses attending the same in or towards recouping or reimbursing to the Government the said grant-in-aid or sum then due and payable as aforesaid and to pay the surplus if any to the mortgagor/mortgagors his/their heirs, executors, administrators, legal representatives or assigns PROVIDED ALWAYS that the Governor shall not exercise the said power of sale unless and until he shall have caused to be served on the mortgagor/mortgagors his/their heirs, executors administrators, legal representatives or assigns a notice in writing requiring payment of the sum then due and payable hereunder and default had been made in payment thereof for three months after such service PROVIDED ALWAYS and it is hereby agreed and declared that the expiration of the said period of years hereinbefore referred to the Governor shall in the event of the covenants herein before contained on the part of the mortgagor/mortgagors his/their heirs executors administrators legal representatives or assigns having been in the meantime duly

performed and observed reconvey and reassign at his or their cost unto the mortgagor/mortgagors his/their heirs, executors, administrators, legal representatives or assigns or as he or they may direct all and singular the piece or parcel of land hereditaments chattels goods or other premises hereby expressed to be granted conveyed or assigned.

IN WITNESS whereof the said and
 Director of Technical Education for the State of Madras acting on and
 behalf of and by the order and direction of the Governor of Madras
 have hereunto set their respective hands and seals the day and year first
 above written.

Schedule to which the above written indenture refers.

All that piece or parcel of land situated at in the district of
 and taluk of and in the
 sub-registration district of and registration
 district of bounded on the north
 side thereof by on the south
 side thereof by on the east side
 thereof by and on the west side thereof by
containing together in the whole by
 admeasurement (be the same
 a little more or less) and all which said piece or parcel of land was formerly
 in the occupation of
 but is now in the occupation of

Signed sealed and delivered by the }
 abovenamed }
 in the presence of }

Signed sealed and delivered by the }
 abovenamed }
 in the presence of }

APPENDIX 3.

(ARTICLE 53).

BILL FOR BUILDING GRANTS SANCTIONED UNDER.....OF THE GRANTS-IN-AID CODE.

.....Treasury month of 196 .

Head of service chargeable .. } Major Head.
 .. } Minor Head.
 .. } Sub-Head.
 .. } Sub-Head of Appropriation.
 .. } Detailed Account Head.

Voucher No. of List of Payments.

Building Grant for.—

<i>Name of institution.</i>	<i>Nature of work and course or courses for which provided.</i>	<i>Date of commencement.</i>	<i>Amount contributed by the management up to date.</i>	<i>Amount of Government grant.</i>	<i>Authority.</i>	<i>Remarks.</i>
(1)	(2)	(3)	(4) RS. P.	(5) RS. P.	(6)	(7)

(in words)
Rupees.

Certificate and Declaration.—On behalf of the management I hereby certify that the work, for which the grant is herein claimed, has been completed according to the plan and estimate approved in the order approving the scheme and I do declare that I agree to abide by the conditions laid down in Article 57 of the Grant-in-Aid Code in the event of the building being diverted to purposes other than those for which the grant was sanctioned.

Correspondent.

Received this
Paise

day of
being the amount payable on account of

196

the sum of rupees

Stamp if the amount exceeds Rs. 20.

Claimant's signature.

Rupees

Passed for payment,
Designation of Officer Examined and entered.

Director of Technical Education.

Pay Rs.

(Rupees)

Accountant.

Officer-in-charge of the Treasury.

APPENDIX 8-A.

(ARTICLE 53.)

ACQUISITION OF BUILDINGS.

Grants for the acquisition of buildings for.....

Head of service chargeable .. { Major Head.
Minor Head.
Sub-Head.
Sub-Head of Appropriation.
Detailed Account Head.

Voucher No.		of		List of Payments :			
<i>Name of Institution.</i>	<i>Nature of work and Course or courses for which provided.</i>	<i>Date of acquisition.</i>	<i>Amount contributed by the management up-to-date.</i>		<i>Amount of Government Grant.</i>	<i>Authority.</i>	<i>Remarks.</i>
(1)	(2)	(3)	(4)		(5)	(6)	(7)
			RS.	P.	RS.	P.	

(in words)
Rupees.

Declaration.—On behalf of the management, I declare that I agree to abide by the conditions prescribed by Article 57 of the Grant-in-Aid Code in the event of the buildings being diverted to purposes other than those for which the grant was sanctioned.

Station :
Date : 19 .

Correspondent.

Received this
Paise

day of
being the amount payable on account of

196 the sum of rupees

Stamp if the
amount exceeds
Rs. 20.

Claimant's signature.

Rupees

Passed for payment

Designation of Officer Examined and entered.

Director of Technical Education.

Pay Rs.

(Rupees

)

Accountant.

Officer-in-charge of the Treasury.

APPENDIX 9.

(ARTICLE 61).

FURNITURE, LIBRARIES, APPARATUS AND EQUIPMENTS.

Head of service chargeable ... { Major Head.
Minor Head.
Sub-Head.
Sub-Head of Appropriation.
Detailed Account Head.

Voucher No.

of

List of Payment :

Name of Institution.	Date of previous grant for similar objects.	Nature of charges and course or courses for which provided (to be specified).	Approved cost.	Actual cost in the bill.	Total cost including the bill.	Amount contributed by the management.	Amount of Government grant.	Total Government grant.	Authority.	Remarks
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)
			RS. P.	RS. P.	RS. P.	RS. P.	RS. P.	RS. P.		

40

(In words).
Rupees.

Total.....

Certificate and declaration.—On behalf of the management, I hereby certify that the work, for which the grant is herein claimed, has been executed in accordance with the approved estimate that the articles, the purchase of which has been sanctioned, have been purchased in accordance with the sanction and I do declare that, in the event of the institution concerned being closed, I agree to abide by the conditions imposed in Articles: 62, 63 and 64 of the Grant-in-Aid Code.

Correspondent.

Received this .. day of 196 the sum of rupees
Paise being the amount payable on account of

Stamp if the amount exceeds Rs. 20.

Claimant's signature.

Rupees. Passed for payment
Designation of Officer Examined and entered.

Director of Technical Education.

Pay Rs. (Rupees ..)
..

Accountant.

Officer-in-charge of the Treasury.

E

APPENDIX 10.
FINANCIAL STATEMENT.

(ARTICLE 71.)

<i>Serial number.</i>	<i>Receipts.</i>	RS.	P.	<i>Serial number.</i>	<i>Expenditure.</i>	RS.	P.
<i>Fees due at Management rates.</i>							
1.	Amount brought forward from previous year.			1.	Salary of Teaching Staff—Salary (as per approved pattern) D.A.		
2.	Income from Endowments			2.	Salary of Non-Teaching staff—Salary (as per approved pattern) D.A. (Ministerial staff).		
3.	Subscriptions and Donations			3.	Provident Fund contributions		
4.	Tuition fees (including income foregone under 92 MER).			4.	Pension and Leave salary contributions ..		
5.	Registration fee			5.	Office contingency		
6.	Admission fee			6.	Stationery (Office)		
7.	Sale of Prospectus and Application forms ..			7.	Printing including prospects and application form.		
8.	Fines			8.	Uniform and washing allowance		
9.	Any other specific item of fees			9.	Advertisement charges		
10.	Bank Interest if any			10.	Postage		
11.	Income from any other source			11.	Travelling allowance for staff and members of Managing committee (as per M.T.A Rules).		
12.	<i>Special fees—</i>			12.	Audit fees		
	(1) Laboratory and Workshops			13.	Telephone charges		
	(2) Games fee			14.	Bank charges and Interest		
	(3) Medical Examination fee			15.	Electricity charges		

- (4) Library and Reading Room fee
 - (5) Audio visual Education fee
 - (6) Examination and Stationery
 - (7) Association
 - (8) Calendar
 - (9) Magazine
13. Amount contributed by the Management for the upkeep of the College/Polytechnic/Technical High School, during the year.

- 16. Water charges
- 17. Hospitality and Entertainment charges, College Day, Independence Day celebration, etc.
- 18. Estate
- 19. Ordinary repairs to buildings, equipment, furniture except Hostel and Staff quarters.
- 20. Repairs to *Motor vehicles* and maintenance expenditure on cycles, etc.
- 21. Expenditure on the maintenance of canteen and other items of students amenities.
- 22. *Student Tour*.
- 23. *Special fees*—
 - (1) Laboratory and workshop maintenance ..
 - (2) Examination and stationery
 - (3) Reading Room and Library
 - (4) Calendar
 - (5) Audio visual education
 - (6) Sports and Games
 - (7) Medical Examination
 - (8) Student Association
 - (9) Magazine
- 24. Rent
- 25. Taxes
- 26. Any other items of expenditure (to be specified).

Enclose a separate statement showing the particulars of part of the members of staff in whose cases the salary paid is in excess of normal rates allowed for similar categories in Government service.

I hereby certify that I have audited the accounts of the College/
Polytechnic/Technical High School, for the year and that the receipts
and expenditure shown in the above statement are correctly stated
and supported by proper vouchers.

Station : *Correspondent/* *Chartered Account-*
Principal. *ants/Certified Auditor.*

Date :

Instructions—

1. The receipts and expenditure for a year shall include the receipts
and expenditure for the year in respect of the outstanding
claims also.
2. The total on the receipts side should agree with the total
on the expenditure side.
3. Items 1 and 2 under expenditure should be supported by a
separate statement in the prescribed forms, showing the names
and designations of the teaching and the non-teaching staff
employed, their monthly salaries and the total salary paid to
each.

APPENDIX 11.

(ARTICLE 74).

M.T.C. FORM 40.

[See Subsidiary Rules 2 (f) and 18 (a) under Treasury Rule 16.]

BILL FOR MISCELLANEOUS PAYMENTS.

(Bi-lingual Form).

TREASURY

Month

HEAD OF SERVICE CHARGEABLE

VOUCHER No.

OF

LIST OF PAYMENT.

RECEIVED this

day of

19

the sum of Rs. (Rupees

being the amount payable on account of further advance recurring grant to

State Government's share for 19 —19

vide Director of Technical Education Proceedings No. dated

(copy enclosed).

Claimant's signature.

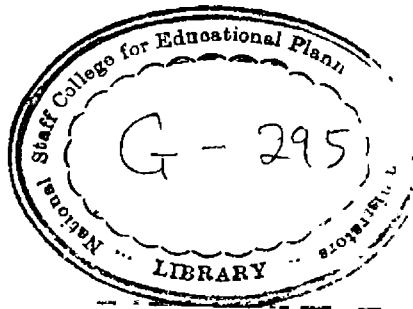
Rupees.

Passed for payment.
Designation of Officer
Examined and entered.
Accountant.

Pay Rs.

(Rupees

Officer in-charge of the Treasury.



Sub. National Systems Unit,
National Institute of Educational
Planning, New Delhi-110016
17-B, Shaheed Jhansi Road, New Delhi-110016
DOC. No.....
Date.....

NIEPA - DC



G0295