

Gujarat Agricultural University Act and Statutes



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Gujarat Agricultural University Act and Statutes

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Part I

GUJARAT AGRICULTURAL UNIVERSITY

ACT,1 969

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GUJARAT ACT NO. 13 OF 1969

(First published after having received the assent of the Governor in the "Gujarat Government Gazette" on the 17th September 1969.)

An Act to establish and incorporate a University for the development of agriculture including animal husbandry and allied sciences in the State of Gujarat.

It is hereby enacted in the Twentieth Year of the Republic of India as follows :

CHAPTER I

PRELIMINARY

1. (1) This Act may be called the Gujarat Agricultural University Act, 1969.

Short title,
extent and
commence-
ment.

(2) It extends to the whole of the State of Gujarat.

(3) This section shall come into force at once; all or any of the remaining provisions of this Act shall come into force on such date or dates as the State Government may, by notification in the Official Gazette, appoint.

2. In this Act, unless the context otherwise requires.

Definitions

(1) "Academic Council" means the Academic Council of the University;

(2) "agriculture" means the basic and applied sciences relating to soil and water management, crop production (including production of all garden crops and control of plants, pests and diseases), horticulture, animal husbandry including veterinary and dairy science, fisheries, forestry including farm forestry, land use and management, home economics, co-operation, processing and marketing relating to agriculture, and also the economic and social uplift of the rural people;

(3) "Board" means the Board of Management constituted under Section 25;

(4) "college" means a constituent college of the University under the direct control and management of the Board and the principal executive officer of the University, whether located at the headquarters campus or elsewhere;

(5) "extension education" means the educational activities concerned with the training of farmers and homemakers and other groups serving agriculture in improved agricultural practices and the various phases of scientific technology related to agriculture and agriculture production, and marketing. It would involve but may not be limited to the work through meetings, demonstrations and other methods for teaching improved agricultural practices and the training of workers required for the conduct of such educational activities;

(6) "Faculty" means the teaching, research and extension staff of a college or division of the University, including all members of the staff having the rank of Assistant Professor and above.

(7) "hostel" means a unit of residence for students maintained or recognised by the University as a part of, or separate from, a college;

(8) "officer" means an officer of the University as specified in section 9 or any other person in the employment of the University declared as an officer by the Statutes;

(9) "prescribed" means prescribed by the Statutes;

(10) "Principal" means the chief executive officer of a college by whatever name called;

Explanation — The term "Principal" refers to the status of such an officer, prior to the college being taken over by the University, although such officer may have a different title under the University organisation;

(11) "registered graduate" means a graduate registered under the provisions of this Act;

(12) "Regulations" means the regulations made by the Academic Council and other authorities of the University under the provisions of this Act;

(13) "Scheduled Castes" means such castes, races or tribes or parts of or groups within castes, races, or tribes which have been notified as such castes in relation to the State of Gujarat under article 341 of the Constitution;

(14) "Scheduled Tribes" means such tribes or tribal communities or parts of or groups within tribes or tribal communities which have been notified as such tribes in relation to the State of Gujarat under article 342 of the Constitution;

(15) "Statutes" means the Statutes made by the Board under the provision of this Act;

(16) "Student of the University" means the person enrolled in the University for taking a course of study for a degree, diploma or other academic distinction;

(17) "teacher" means a person appointed or recognised as such by the University for the purpose of imparting instructions or conducting and guiding research or education extension programmes, and includes any other person who may be declared by the Statutes to be a teacher;

(18) "University" means the University established and constituted under Section 3.

CHAPTER II

THE UNIVERSITY

3. (1) There shall be established and constituted in and for the State of Gujarat a University by the name of the Gujarat Agricultural University which shall consist of a Chancellor, a Vice-Chancellor, a Board of Management, an Academic Council and other authorities and officers as set forth in this Act, or as provided in the Statutes.

Incorporation of the University.

(2) The University shall be a body corporate and shall have perpetual succession and a common seal, and may sue and be sued in the said name.

(3) The University shall be competent to acquire and hold property, both movable and immovable, to lease, sell

or otherwise transfer any movable, and immovable property which may vest in or be acquired by it for the purposes of the University, to raise loans on the securities of its assets and to contract and do all other things necessary for the purpose of this Act.

Provided that the power to raise any such loan shall be exercised after obtaining previous permission of the State Government.

(4) The Principal campus of the University with its headquarters shall be located at such place in the area comprised within the districts of Mehsana, Sabarkantha and Banaskantha as the State Government may by notification in the Official Gazette, specify. Another campus of the University shall be located at Junagadh. The University may establish such other campuses and at such other places as it may from time to time decide.

**Territorial
jurisdiction.**

4. (1) With respect to teaching at the University or college level, research and extension education programme in the field of agriculture; the territorial jurisdiction and responsibility of the University shall extend to the entire State of Gujarat.

(2) The University may assume responsibility for the establishment and maintenance of all institutions imparting terminal training including training of field extension staff such as State agricultural schools, Gramsevak training centres and stockmen training classes, at all levels of education in agriculture.

(3) All colleges, research and experimental stations or other institutions coming under the jurisdiction and authority of the University shall come in as constituent units of the University under the full management and control of the University officers and authorities. No unit shall be recognised as an affiliated unit.

**Objects of the
University.**

5. The University shall be deemed to be established and incorporated for the following purposes, namely :—

(1) making provision for imparting education in agriculture and allied sciences and humanities;

(2) furthering the advancement of learning and prosecution of research in agriculture and other allied sciences;

(3) undertaking the extension, through appropriate media, of agriculture and other allied sciences specially to the rural people of the State.

(4) making provision for the study of basic sciences and humanities, with a view to supporting other professional studies and thereby integrating such studies in the University curricula;

(5) undertaking the integration of teaching, research and extension training with a view to promoting the productivity of agriculture.

(6) conferring such degrees, diplomas, certificates and other academic distinctions as the University may deem fit;

(7) such other purposes, not inconsistent with the provisions of this Act which the State Government may, on application by the University, by notification in the Official Gazette, specify in this behalf.

(6. (1) No person shall be excluded from any office of the University or from membership of any of its authorities or from admission to any degree, diploma or other academic distinction or course of study on the sole ground of sex, race, creed, caste, class, place of birth, religious belief or profession of political or other opinion.

University
open to all
irrespective
of sex, religion,
class, creed
or opinion

(2) It shall not be lawful for the University to impose on any person any test whatsoever relating to sex, race, creed, cast, class, place of birth, religious belief or profession of political or other opinion in order to entitle him to be admitted as a teacher or a student of the University or to hold any office or post in the University or to qualify for any degree, diploma or other academic distinction or to enjoy or exercise any privileges of the University or any benefaction thereof,

(3) Subject to the provisions contained in sub-sections (1) and (2) the State Government may direct that the University shall reserve for members of Scheduled Castes, Scheduled

Tribes or candidates from other States in India, seats in colleges for admission as students :

Provided that nothing in this section shall require the University to admit to any course of study, students larger in number than, or with academic or other qualifications lower than, those prescribed.

Powers and functions of the University.

7. The University shall have the following powers and functions, namely:—

(1) to provide for education and instruction in agriculture and allied sciences and in such other branches of learning as the University may deem fit;

(2) to make provisions for conduct of research in agriculture and allied branches of learning;

(3) to make provision for dissemination of the findings of research and technical information through extension education programmes;

(4) to institute degrees, diplomas and other academic distinctions;

(5) to institute courses of study and to hold examinations for and to confer degrees, diplomas and other academic distinctions on persons who have :—

(a) pursued a course of study as prescribed, or

(b) carried out research in the University or in an institution recognised in this behalf by the University as may be prescribed;

(6) to confer honorary degrees and other distinctions as may be prescribed;

(7) to provide lectures and instructions for field workers, village leaders and other persons not enrolled as regular students of the University and to grant certificates to them as may be prescribed;

(8) to co-operate with other Universities and authorities in such manner and for such purposes as the University may determine;

(9) to establish and maintain colleges relating to agriculture, fisheries, dairying, veterinary medicine and animal science, home science, agricultural engineering, forestry and allied sciences.

(10) to establish and maintain laboratories, libraries, research stations and institutions, and museums for teaching, research and extension education;

(11) to institute teaching, research and extension education posts and to appoint persons to such posts;

(12) to create administrative, ministerial and other posts and to appoint persons to such posts.

(13) to institute and award fellowships, scholarships and prizes in accordance with the Statutes.

(14) to institute and maintain residential accommodations for students and staff of the University.

(15) to fix, demand and receive such fees and other charges as may be prescribed.

(16) to supervise and control the residence, conduct and discipline of the students of the University, and to make arrangements for promoting their health and welfare.

(17) to make special provision for agricultural research, education and extension in relation to arid areas and areas prone to scarcity in the State of Gujarat.

(18) to institute and manage bureau of information and of employment for the benefit of students of the University.

(19) to make provision for physical and military training, for students' unions, and for sports and athletic clubs for the benefit of the students and the staff of the University.

(20) to provide for coaching of students of the University for competitive examinations held for recruitment to services under the Departments of Agriculture of the Union or any State Government, and

(21) to do all such acts and things, whether incidental to the powers aforesaid or not, as may be requisite in order to further the objects of the University.

**Inspection
and inquiry.**

8. (1) The Chancellor shall have the right to cause an inspection to be made, by such person or persons as he may direct, of the University, its buildings, laboratories, libraries, museums, workshops and equipment of institution, college or hostel maintained, recognised or approved by the University, of the teaching and other work conducted by the University or under its auspices and of the conduct of examinations held by the University and of other functions performed by the University, and to cause an inquiry to be made in respect of any matter connected with the administration and finances of the University.

(2) The Chancellor shall, in every case, give due notice to the University of his intention to cause an inspection or inquiry to be made, and the University shall be entitled to appoint a representative who shall have the right to be present and be heard at such inspection or inquiry.

(3) The Chancellor shall communicate to the University his views with reference to the results of such inspection or inquiry, and shall, after ascertaining the opinion thereon of the University, advise the University upon the action to be taken and fix a time limit for taking such action.

(4) The University shall, within the time limit so fixed, report to the Chancellor the action which has been taken or is proposed to be taken on the advice tendered by the Chancellor.

(5) The Chancellor may, where action has not been taken by the University to the satisfaction of the Chancellor within the time limit fixed and after considering any explanation furnished or representation made by the University, issue such directions as the Chancellor may think fit and the University shall comply with such directions.

(6) Notwithstanding anything contained in the preceding sub-sections of this section, if any time the Chancellor is of the opinion that in any manner the affairs of the University, are not managed in furtherance of the objects of the University, or in accordance with the provisions of this Act and the Statutes and regulations or that special measures desirable to maintain the standards of University teaching, examination, research or extension education, he may indicate to the University any matter in regard to which he desires an explanation, and call upon the University to offer such explanation and within such time as may be specified by him. If the University fails to offer any explanation within the time specified or offers an explanation which, in the opinion of the Chancellor, is not satisfactory, the Chancellor may issue such directions as appear to him to be necessary and desirable in the circumstances of the case, and may exercise such powers as may be necessary for giving effect to these directions.

(7) The University shall furnish such information relating to the administration and finances of the University as the Chancellor may from time to time require.

CHAPTER III

OFFICERS OF THE UNIVERSITY

9. The following shall be the officers of the University, namely :—

Officers of the
University.

- (1) The Chancellor.
- (2) The Vice-Chancellor.
- (3) The Directors of Campuses.
- (4) The Registrar.
- (5) The Comptroller.
- (6) The Director of Purchase and Properties.
- (7) The Librarian.
- (8) The Director of Student Affairs,

(9) The Deans of Faculties,

(10) The Director of Research and Dean of Post-graduate Studies.

(11) The Director of Studies in Basic Sciences and Humanities.

(12) The Director of Extension Education,

(13) Such other officers in the service of the University as may be declared by the Statutes to be Officers of the University.

10. (1) The Governor of the State of Gujarat shall be the Chancellor of the University.

(2) The Chancellor shall, by virtue of his office, be the Head of the University and shall, when present, preside at any convocation of the University.

(3) Every proposal to confer an honorary degree shall be subject to the confirmation of the Chancellor.

(4) The Chancellor shall exercise such other powers and perform such other duties as may be conferred or imposed on him by this Act or the Statutes.

**Vice-
Chancellor,**

11. (1) The Vice-Chancellor shall be a whole-time officer of the University and shall be appointed by the State Government.

(2) The Vice-Chancellor shall hold office for a term of three years and shall be eligible for reappointment to that office for one additional term of three years.

(3) The emoluments and other terms and conditions of service of the Vice-Chancellor shall be such as may be prescribed and shall not be varied to his disadvantage after his appointment, without his consent.

(4) The Vice-Chancellor may be writing under his hand addressed to the Chancellor resign his office. The resignation shall be delivered to the Chancellor ordinarily at least sixty days

prior to the date on which the Vice-Chancellor wishes to be relieved from his office, but the Chancellor may relieve him earlier. The resignation shall take effect from the date of relief.

(5) During the leave or absence of the Vice-Chancellor, or in the event of a vacancy in the office of the Vice-Chancellor, until an appointment is made under sub-section (1) to that office, one of the Deans of Faculties nominated by the Chancellor for the purpose shall carry on the current duties of the office of the Vice-Chancellor.

12. (1) The Vice-Chancellor shall be the principal executive and academic officer of the University and ex-officio member and chairman of the Board and of the Academic Council. He shall, in the absence of the Chancellor, preside at the convocation of the University.

Powers and
duties of
the Vice-
Chancellor.

(2) The Vice-Chancellor shall exercise general control over the affairs of the University and shall be responsible for the due maintenance of discipline in the University.

(3) The Vice-Chancellor shall have power to convene meetings of the Board and Academic Council.

(4) The Vice-Chancellor shall ensure the faithful observance of the provisions of this Act and the Statutes and Regulations, and he shall possess all powers necessary for this purpose.

(5) The Vice-Chancellor shall be responsible for the presentation of the annual financial estimates and the annual accounts and balance sheet of the University to the Board.

(6) (a) In any emergency which, in the opinion of the Vice-Chancellor, requires that immediate action should be taken, he shall take such action as he deems necessary and shall at the earliest opportunity thereafter report his action to such officer, authority or body as would have in ordinary course dealt with the matter.

(b) When action taken by the Vice-Chancellor under this sub-section affects any person in the service of the University such person shall be entitled to prefer an appeal through the said officer, authority or body to

the Board within one month from the date on which such action is communicated to him.

(7) Subject to the provisions of the preceding sub-sections the Vice-Chancellor shall give effect to the orders of the Board regarding the appointments, dismissal, suspension and punishment of officers, teachers and other employees of the University.

(8) The Vice-Chancellor shall be responsible for the proper administration of the University and for close co-ordination and integration of teaching, research and extension education.

(9) The Vice-Chancellor shall exercise such other powers as may be prescribed for the carrying out of the purposes and provisions of this Act.

**Director of
Campus.**

13. (1) There shall be a Director of Campus for each campus of the University maintained under sub-section (4) of section 3.

(2) The Director of a Campus shall be a whole-time officer of the University and he shall be appointed by the State Government from amongst persons who are not employees of the University or of the State Government.

(3) The emoluments and other terms and conditions of service of the Director of a Campus shall be such as may be prescribed.

(4) The functions of the Director of a Campus shall be to co-ordinate all activities of the University within his campus and in carrying out such functions he shall work in close co-operation with the Deans of Faculties and other officers and shall be responsible to the Vice-Chancellor.

Registrar

14. (1) The Registrar shall be a whole time salaried officer of the University and shall be appointed by the Vice-Chancellor subject to the approval of the Board.

(2) The emoluments and other terms and conditions of service of the Registrar shall be such as may be prescribed.

(3) The Registrar shall be responsible for the due custody of the records and the common seal of the University. He shall be ex-officio Secretary to the Academic Council and shall be bound to place before it all such information as may be necessary for the transactions of its business. He shall receive applications for entrance to the University and shall keep a permanent record of all courses, curricula and other information as may be necessary.

(4) The Registrar shall also act as the Secretary of the Board.

(5) The Registrar shall be responsible for maintaining a permanent record of the academic performance of students of the University including the courses taken, grades obtained, degrees and diplomas awarded, prizes or other distinctions won, and any other items pertinent to the academic performance of the students.

(6) The Registrar shall exercise such other powers and perform such other duties as may be prescribed or required from time to time, or which may be assigned to him by the Board or the Vice-Chancellor.

15. (1) The Comptroller shall be a whole-time salaried officer of the University and shall be appointed by the Vice-Chancellor subject to the approval of the Board.

The Comptroller.

(2) The emoluments and other terms and conditions of service of the Comptroller shall be such as may be prescribed.

(3) The Comptroller shall manage the property, funds and the investments of the University and shall advise the University in regard to its financial policy.

(4) The Comptroller shall be responsible to the Vice-Chancellor in the preparation of the budget and statement of accounts of the University, and for ensuring that expenditures are made as authorised in the budget. He may disallow any expenditure which may contravene the terms of any Statute or for which provision is required to be made by the Statute but has not been made.

**The Director
of Purchase
and Properties**

16. (1) The Director of Purchase and Properties shall be appointed by the Vice-Chancellor subject to the approval of the Board.

(2) The emoluments and other terms and conditions of service of the Director of Purchase and Properties shall be such as may be prescribed.

(3) The Director of Purchase and Properties shall perform the following functions and duties, namely.

- (a) to arrange for the maintenance and construction of the buildings and other structures of the University.
- (b) to arrange for the purchase and maintenance of machinery and other equipment necessary for the purposes of the University.
- (c) to maintain the lawns grounds and gardens of the University campus.
- (d) to be the general custodian of all University property.
- (e) to perform such other duties as may be prescribed or as may be assigned to him by the Vice-Chancellor.

(4) The Director of Purchase and Properties shall, in the discharge of his duties, be responsible to the Vice-Chancellor.

Librarian

17. (1) The Librarian shall be appointed by the Vice-Chancellor subject to the approval of the Board and shall be responsible to the Vice-Chancellor for all matters concerning the library and the purchase, cataloguing and maintenance of books and journals and operation of the library.

(2) The emoluments and other terms and conditions of service of the Librarian shall be such as may be prescribed.

**Deans of
Faculties**

18. (1) There shall be a Dean for each faculty of the University instituted under Section 29.

(2) The Dean of a Faculty shall be the Chairman of the Board of Studies of that Faculty and shall be responsible to the Vice-Chancellor for the faithful observance of the Statutes

and Regulations relating to the faculty and for the organisation and conduct of the teaching, and in carrying out his responsibilities for the organisation and conduct of these functions he shall work in close liaison with other officers including the Directors of Research and Extension Education and shall generally work through the Heads of the Departments of the faculty.

(3) The Deans of Faculties shall have such other duties and perform such other functions as may be necessary for the proper functioning of the work of their respective faculties as assigned by the Vice-Chancellor.

19. (1) The Director of Research and Dean of Post-graduate Studies shall be a whole-time salaried officer of the University and shall be appointed by the Vice-Chancellor subject to the approval of the Board in accordance with the Statutes made in this behalf.

The Director
of Research
and Dean
of Post
Graduate
Studies

(2) The emoluments and other terms and conditions of service of the Director of Research and Dean of Post-graduate Studies shall be such as may be prescribed.

(3) The Director of Research and Dean of Post-graduate Studies shall perform the following functions and duties namely ;—

- (a) to co-ordinate post-graduate studies in all colleges, departments and sections of the University.
- (b) to supervise maintenance of records pertaining to post-graduate courses, instructions and students.
- (c) to co-ordinate all research of the University in close co-operation with the Deans of faculties and other officers;
- (d) to supervise and ensure the efficient working of the research stations all over the State;
- (e) to exercise such other powers and perform such other duties as may be prescribed.

**Director of
Extension
Education.**

20 (1) The Director of Extension Education shall be a whole-time salaried officer of the University responsible to the Vice-Chancellor. He shall be appointed by the Vice-Chancellor, subject to the approval of the Board, in accordance with the Statutes made in this behalf. He shall be responsible for the co-ordination of all extension education programmes of the University in close co-operation with the Deans of faculties and other officers.

(2) The emoluments and other terms and conditions of service of the Director of Extension Education shall be such as may be prescribed.

(3) The Director of Extension Education shall exercise such other powers and perform such other duties as may be prescribed.

**The Director
of Studies in
Basic Sciences
and
Humanities.**

21 (1) The Director of Studies in Basic Sciences and Humanities shall be responsible for the supervision of the staff necessary for providing courses of study in the Basic Sciences and Humanities necessary in the curricula of students in the colleges and for the development and supervision of instruction programmes in these fields as required by the curricula of the University.

(2) The Director shall be a whole-time salaried officer and shall be appointed by the Vice-Chancellor with the approval of the Board.

(3) The emoluments and other terms and conditions of service of the Director shall be such as may be prescribed by Statutes.

**Director of
Student Affairs**

22. (1) The Director of Student Affairs shall be a whole-time salaried officer and shall be appointed by the Vice-Chancellor with the approval of the Board.

(2) The emoluments and other terms and conditions of service of the Director of Student Affairs shall be such as may be prescribed,

(3) The Director of Student Affairs shall perform the following functions and duties, namely :—

- (a) to make arrangements for the housing of students;
- (b) to arrange programmes of students counselling;

- (c) to arrange for the employment of student in accordance with the plans approved by the Vice-Chancellor;
- (d) to supervise the extra-curricular activities and look after the general needs of the students;
- (e) to assist in the placement of the graduates of the University;
- (f) to organise and maintain contact with the alumni associations of the University;
- (g) to establish liaison between students and teachers;
- (h) to perform such other duties as may be assigned to him by the Vice-Chancellor.

23. (1) Subject to the provisions of this Act, the designations, qualifications, method of recruitment, pay, allowances and other terms and conditions of service of all employees of the University and their powers and duties shall be such as may from time to time be determined by the Statutes.

**Determination
of conditions
of service of
University
employees**

(2) No officer or employee of the University shall be offered nor shall he accept any remuneration for any work in the University save such as may be provided for in the Statutes.

CHAPTER IV

AUTHORITIES OF THE UNIVERSITY

24. The following shall be the authorities of the University, namely :—

**Authorities of
the University.**

- (1) The Board of Management.
- (2) The Academic Council.
- (3) The Faculties,
- (4) The Boards of Studies of each faculty including Board of Post-graduate Studies, and
- (5) Such other bodies of the University as may be declared by the Statutes to be the authorities of the University.

**Constitution of
the Board
of Management**

25. (1) The Chancellor shall as soon as may be after the first Vice-Chancellor is appointed under section 53 take action to constitute the Board of Management.

(2) The Board shall consist of the following members ; ;
Class 1 – Ex—officio Members

(1) The Vice-Chancellor,

(2) The Directors of Campuses,

(3) The Secretary to the Government, Agriculture Department,

(4) The Secretary to Government, Education Department,

(5) The Secretary to Government, Finance Department,,

(6) The Director of Agriculture,

(7) The Director of Animal Husbandry,

Class—II Ordinary Members

(A) Thirteen persons, not being officials, to be nominated as follows :

(a) To be nominated by the Chancellor :—

- (i) two agricultural scientists having background of agricultural research or education; and
- (ii) two farmers;

(b) To be nominated by the State Government :—

- (iii) one person experienced in the field of co-operative marketing and one person experienced in the field of co-operative banking;
- (iv) one industrialist or manufacturer having special knowledge in agricultural development;
- (v) one woman social worker preferably having background of rural advancement;
- (vi) one engineer experienced in agricultural engineering;

- (vii) one educationalist; and
- (viii) three members of the Gujarat Legislative Assembly.
- (B) One representative nominated by the Director General of Indian Council of Agricultural Research.
- (3) *The Vice-Chancellor shall be the Ex-officio Chairman of the Board.*
- (4) The Registrar shall be the Ex-officio Secretary of the Board but he shall not be a member thereof.
- (5) Subject to the provisions of sub-section (6), and of section 46 the term of office of the members of the Board, other than official members shall be three years.

(6) At the meeting of the Board held for the first time after its constitution under this Act the members of the Board, other than official members shall draw lots to determine the term of their office so that three members shall retire after one year, three members shall retire after two years and the remaining members shall retire after three years.

Provided that the Chancellor of, as the case may be, the State Government may renominate a member on his retirement.

(7) The members of the Board shall not be entitled to receive any remuneration from the University except such daily and travelling allowances as may be prescribed.

26. (1) The Board shall exercise and perform the following powers and functions, namely :—

Powers and functions of Board.

- (a) to consider and review the financial requirements and estimates for the University and approve its budget;
- (b) to approve the recommendations for appointment of officers, teachers and other staff of the University in the prescribed manner;
- (c) to provide for the administration of any funds placed at the disposal of the University for the purposes intended;
- (d) to arrange for the investment and withdrawal of funds of the University;

- (e) to borrow money for capital improvements and to make suitable arrangements for its repayment;
- (f) to provide for accepting, acquiring; holding and disposal of property on behalf of the University;
- (g) to determine the form of, to provide for custody of, and to regulate the use of the common seal of University;
- (h) to appoint such committees, either standing or temporary, as the Board may consider necessary, and specify the terms of reference thereof, subject to the provisions of the Act or Statutes;
- (i) to determine and regulate all policies relating to the University in accordance with this Act or the Statutes.
- (j) to make provision for instruction, teaching and training in such branches of learning and courses of study as may be determined by the Academic Council within the purposes of this Act, and for Research and the advancement and dissemination of knowledge.
- (k) to approve recommendation for promoting post-graduate teaching, research and extension education.
- (l) to provide for the establishment and maintenance of colleges, hostels, libraries, laboratories, experimental farms, research institutes and other facilities necessary for carrying out the purposes of this Act.
- (m) to make provision for instituting and conferring degrees, diplomas, and other academic distinctions;
- (n) to provide for the institution, maintenance and award of scholarships, fellowships, studentships, medals and prizes;
- (o) to accept on behalf of the University trusts bequests, donations; and transfers of any movable or immovable property to the University;
- (p) to enter into, vary, carry out and cancel contracts on behalf of the University in the exercise of

performance of the powers and duties assigned to it by the Act and the Statutes;

- (c) to approve the annual accounts and the annual financial estimates of the University;
 - (r) to manage and regulate the finances, accounts and investments of the University;
 - (s) to make provision relating to the use of Gujarati as the medium of instruction and examination ;
 - (t) to make, amend or repeal the Statutes ;
 - (u) to exercise such other powers and perform such other duties not inconsistent with this Act or Statutes as may be necessary for carrying out the purposes of this Act.
- (2) The Board shall meet at such times and places as it may consider necessary.

Provided that it shall hold regular meetings at least once in every two months ;

Provided further that at least half of such meetings in a year shall be held at some constituent unit of the University.

(3) One third of the members of the Board shall constitute a quorum at a meeting for the transaction of its business.

(4) The Board may, for purposes of consultation, invite any person having experience or special knowledge on any subject under its consideration to attend its meeting. Such person may speak in and otherwise take part in the proceedings of such meeting, but shall not be entitled to vote at any such meeting. Any person so invited shall be entitled to such allowances for attending the meeting as may be prescribed.

27. (1) The Academic Council shall be in charge of the academic affairs of the University and shall, subject to the provisions of this Act and the Statutes, superintend, direct and control, and be responsible for, the maintenance of standards

The Academic
Council.

of instruction, education and examinations and other matters connected with conferment of degrees or award of diplomas or other academic distinctions, and shall exercise such other powers and perform such other duties as may be conferred or imposed on it by the Statutes. It shall advise the Vice-Chancellor on all academic matters.

(2) The Academic Council shall consist of the following members, namely :—

- (a) The Vice-Chancellor,
- (b) The Deans of Faculties,
- (c) The Director of Research and Dean of Post-graduate Studies,
- (d) The Director of Extension Education,
- (e) The Director of Student Affairs,
- (f) The Librarian,
- (g) The Registrar,
- (h) The Director of Studies in Basic Sciences and Humanities.
- (i) Six members from amongst the Heads of Departments of the various faculties nominated by the Vice-Chancellor on rotational basis.
- (j) Such other members not exceeding five, and to be appointed in such manner, as may be prescribed.

(3) The Academic Council may co-opt as members not more than ten persons for such periods and in such manner as may be prescribed so as to secure adequate representation of different aspects of agriculture.

(4) The Vice-Chancellor shall be the Ex-Officio Chairman and the Registrar shall be the Ex-Officio Secretary of the Academic Council.

(5) The term of office of the members specified in clauses (i) and (j) of sub-section (2) shall be two years.

21. (1) The Academic Council shall, subject to the provisions of this Act and the Statutes, have the power of prescribing by regulations all courses of study and of determining curricula and shall have general control on teaching and other educational programmes within the University, and shall be responsible for the maintenance of standards thereof. It shall also have power to make regulations consistent with this Act and the Statutes relating to all academic matters subject to its control and to amend or repeal such regulations.

Power, functions and duties of the Academic Council.

(2) In particular, and without prejudice to the generality of the foregoing power, the Academic Council shall have power :—

- (a) to advise the Board on all academic matters including the control and management of libraries;
- (b) to make recommendations for the institution of professorships, associate professorships, readerships and teacherships and other teaching posts including posts in research and extension education and in regard to the duties thereof;
- (c) to formulate, modify or revise schemes for the constitution or reconstitution of departments of teaching, research and extension education;
- (d) to make regulations regarding the admission of students to the University and to determine the number of students to be admitted;
- (e) to make regulations relating to the courses or study leading to degrees, diplomas, certificates and other academic distinctions;
- (f) to make regulations relating to the conduct of examinations and to maintain and promote their standards;
- (g) to make recommendations regarding post-graduate teaching, research and extension education;
- (h) to make recommendations regarding the qualifications to be prescribed for teaching, research and extension staff in the University, and
- (i) to exercise such other powers and perform such other duties as may be conferred or imposed on it by or under the provisions of this Act.

**Faculties
and Board
of Studies.**

29. (1) The University shall have such faculties as may be prescribed. Initially they shall include the faculties of basic sciences and humanities, agriculture, veterinary and animal science, home economics and agricultural engineering and technology.

(2) The University shall, as soon as may be appropriate also constitute a post-graduate faculty.

(3) Each faculty shall comprise such departments and with such assignment of subject of study as may be prescribed.

(4) There shall be a Board of Studies of each faculty, the constitution, powers and duties of which shall be such as may be prescribed.

(5) The Dean for each faculty shall be chosen in such manner and for such terms as may be prescribed.

(6) Each department shall have a Head whose appointment, powers and duties shall be such as may be prescribed and who shall be responsible to the Dean for the proper organisation and working of the department. He shall be responsible to the Director of Research and Dean of Post-graduate Studies and the Director of Extension Education respectively for the research and extension programme entrusted to his department.

**Constitution
of committees.**

30. Every authority of the University shall have power to appoint committees which may, unless otherwise provided in this Act or Statutes, consist of the members of that authority, and such other persons as it may think fit.

CHAPTER V

STATUTES AND REGULATIONS

Statutes

31. Subject to the provisions of this Act, the Statutes may provide for all or any of the following matters, namely :—

(a) the constitution, powers and duties of the authorities of the University and the declaration of other bodies to be such authorities,

(b) the powers, functions, duties, manner of appointment and conditions of service of the officers of the University other than the Chancellor,

(c) the designations, qualifications, method of recruitment, pay, allowances, and other conditions of service of various categories of employees of the University and their powers and duties,

(d) the classification and manner of appointment of teachers and other non-teaching staff.

(e) the conferment and withdrawal of honorary degrees and academic distinctions,

(f) the establishment, amalgamation, sub-division and abolition of faculties.

(g) the establishment of departments of teaching in the faculties,

(h) the registrations of graduates and maintenance of a register of registered graduates,

(i) the procedure of meeting of the Board of Management and the conduct of its business.

(j) the manner in which and the conditions subject to which pension, provident and insurance funds for the benefit of officers, teachers and other employees of the University shall be constituted and the rules, terms and conditions of such funds.

(k) any matter which is to be or may be prescribed by Statutes under this Act.

Regulations

32. (1) The authorities of the University may, by notification in the Official Gazette make regulations consistent with this Act and the Statutes made thereunder for all or any of the following matters :—

- (a) laying down the procedure to be observed at their meetings (including the quorum required) and the conduct of their business;
- (b) providing for the matters which by this Act or the Statutes have to be provided by regulations;
- (c) providing for all matters solely concerning such authorities or for matters for which provision is, in the opinion of such authorities necessary for the exercise of their powers and performance of their duties under this Act or the Statutes.

(2) Every authority of the University shall make Regulations providing for the giving of notice to the members of such authority of the dates of meetings and of the business to be considered at meetings and for keeping of a record of the proceedings of the meetings.

(3) The Academic Council may, subject to the provisions of the Statutes, make regulations providing for courses of study, system of examinations and degrees and diplomas of the University, after receiving drafts of the same from the Board of Studies concerned.

(4) The Academic Council may not alter a draft received from the Board of Studies but may reject the draft or return it to the Board of Studies for further consideration, together with the suggestions of the Academic Council. The Academic Council shall however be the final authority for the approval of such draft.

(5) The Board of Management may direct the amendment, in such manner as it may specify, of any regulation made by any authority under this section or the annulment of any regulation made under sub-section (1), by any authority of the University, subject however that any such amendment or annulment shall be without prejudice to the validity of anything previously done or omitted to be done under that regulation.

CHAPTER VI

RESEARCH AND EXTENSION EDUCATION

**Agricultural
Research
Organisation.**

33. (1) The University shall establish an Agricultural Research Organisation. Subject to the provisions of this Act and the Statutes, the University shall carry on research throughout the State of Gujarat directed primarily to the problems of agriculture and allied sciences for the purpose of aiding the development of agriculture and for the benefit of the rural population of the State.

(2) The University through its Agricultural Research Organisation shall be the principal agency of control over agricultural research activities of the State of Gujarat.

(3) Jurisdiction over research programmes, facilities, personal and budgets assigned to the Director of Agriculture and Animal Husbandry, State of Gujarat and to such other agencies of the State Government concerned with research of agriculture shall be transferred to the University according to such plans and on such date as may be mutually agreed upon between the Board and the State Government.

34. (1) The University shall establish an Agricultural Extension Education Organisation which shall, subject to the provisions of this Act and the Statutes make useful information based upon the finding of research available to farmers and others to help them solve their problems. It shall conduct demonstration and training programmes for the benefit of students and extension workers, and within the area of its constituent units, for the benefit of cultivators and rural people, as well. Increased agricultural production shall be the principal object of all extension activities and these activities shall be co-ordinated with the other functions of the University and other appropriate agencies of the State.

**Agricultural
Extension
Education
Organisation.**

(2) The University shall be responsible for the agricultural extension education activities in the State necessary to communicate and demonstrate to cultivators the findings and development of agricultural research on improved practices essential to improve rural living and to increase agricultural production with special emphasis on food production and utilisation.

(3) In order that the University may conduct such educational activities the State Government shall transfer to the University the necessary personnel and funds in accordance with a plan to be mutually agreed upon between the Board and the State Government.

(4) The Agricultural Extension Education Organisation shall be developed under the guidance of the Director of Extension Education.

35. (1) In consultation with the appropriate officers of the University the Vice-Chancellor shall be responsible for taking such steps as may be necessary for the full co-ordination of teaching, research and extension education activities of the University.

**Co-ordination
of functions.**

(2) The Vice-Chancellor shall be responsible, working through the appropriate officers and staff of the University for seeing that conditions are established whereby there is the maximum feasible progress in the development of new information and technology in the natural, physical and social sciences related to agriculture, and the transfer thereof to the teaching curricula and to the educational programmes thereby leading to their acceptance and adoption where applicable in practice throughout the State.

(3) The Vice-Chancellor shall be responsible, working through the appropriate officers and staff of the University, to see that there is an appropriate inter-relation of the different curricula and courses offered in the different faculties of the University so as to avoid unnecessary duplication of functions between faculties and provide the students with the best course offerings and faculty contacts feasible within the University's resources and talents.

(4) The University shall develop its programmes of research and extension education keeping in view the needs of the State and provide the appropriate technical support and consultative advice to State Government departments engaged in agricultural development work.

CHAPTER VII

FUNDS AND ACCOUNTS

General Fund

36. (1) The University shall establish a fund to be called the General Fund.

(2) The following shall form part of, or be paid into, the General Fund:—

- (a) any contribution or grant by Government.
- (b) the income of the University from all sources including income from fees and charges and sale proceeds of farm products,
- (c) bequests, donations, endowments and other grants, if any, received by the University.

(3) The General Fund shall be kept in the State Bank of India, or in any scheduled bank as defined in the Reserve Bank of India Act, 1934 or in a co-operative bank approved by the State Government for the purpose, or be invested in securities authorised by the Indian Trusts Act, 1928.

37. (1) The University shall establish a fund called the Foundation Fund from contributions and grants made by the Government for being credited to that fund and such other sums from the University which may be credited to the said Fund in accordance with the Statutes.

(2) The moneys in the Foundation Fund shall be invested in the securities authorised by the Indian Trusts Act, 1928.

38. (1) The University shall constitute for the benefit of its officers, teachers and other employees in such manner and subject to such conditions as may be prescribed such pension, provident and insurance funds as it may deem fit.

Pension,
provident
funds, etc.

(2) The State Government may declare that the provisions of the Provident Funds Act, 1925 shall apply to the funds constituted under sub-section (1) as if they were Government provident funds.

XIX of 1925.

(3) The University shall have power to invest the provident fund amount, in consultation with the Financial Committee constituted under section 40 in such manner as it may determine.

39. The State Government shall in each year after due appropriation made by the State Legislature by law in this behalf make provision for making grants to the University, as follows :—

Grants,

(a) a grant equal to the amount of the net expenditure incurred in the Institute of Agriculture, Anand, on such of its activities and on such of its agricultural, animal husbandry and other departments as are transferred to the University,

(b) a grant of an amount not less than the estimated net expenditure on pay and allowances of the staff, contin-

gencies, and services of the University other than in respect of the activities in the institution referred to in clause (a),

- (c) a grant to meet such additional items of expenditure, recurring and non-recurring as the State Government may deem necessary for the proper functioning of the University.

**Finance
Committee**

40. (1) The Board shall constitute Finance Committee consisting of the following members, namely, the Vice-Chancellor, a Secretary to the State Government, the Comptroller and one person to be selected by the Board from amongst its non-official members.

(2) The Finance Committee shall have the following powers :—

- (a) to examine the annual accounts of the University,
- (b) to examine the annual budget estimates,
- (c) to review the financial position of the University from time to time,
- (d) to make recommendations to the University on all proposals involving expenditure for which no provision has been made in the budget or which involves expenditure in excess of the amount provided in the budget, and
- (e) generally to advise the University on all financial matters.

**Accounts and
auditing.**

41. (1) The annual accounts of the University shall be prepared by the Comptroller under the direction of the Vice-Chancellor, and all moneys accruing to or received by the University from whatever source and all amounts disbursed and paid by the University shall be entered in the accounts.

(2) The annual accounts and the balance sheet shall be submitted by the Vice-Chancellor to the State Government,

which shall cause an audit to be carried out by a chartered accountant or by an auditor appointed by the State Government in consultation with the Accountant General, Gujarat State. The accounts when audited shall be printed and copies thereof together with the copies of the audit report shall be presented by the Vice-Chancellor to the Board and the Chancellor.

(3) The Board shall submit a copy of the accounts and the audit report to the State Government along with the statement of the action taken by the University on the audit report and the State Government shall cause the same to be laid before the State Legislature.

CHAPTER VIII

SUPPLEMENTARY PROVISIONS

42. Save as otherwise provided by or under this Act, every salaried officer and teacher of the University shall be appointed under a written contract. The contract shall be lodged with the Registrar of the University and a copy thereof shall be furnished to the officer or teacher concerned.

**Contract of
Service,**

43. Every student of the University shall reside in a hostel or other accommodation maintained, recognised or approved by the University or under such conditions as may be prescribed.

**Residence of
students.**

44. Any dispute arising out of a contract between the University and any officer or teacher of the University shall, on the request of the officer or teacher concerned, be referred to a Tribunal of Arbitration consisting of one member appointed by the Board, one member nominated by the officer or teacher concerned and an umpire appointed by the Chancellor. The decision of the Tribunal shall be final and no suit shall lie in any Civil Court in respect of the matter decided by the Tribunal. Every such request shall be deemed to be submission to arbitration upon the terms of this section within the meaning of the Indian Arbitration Act, 1940 and the provisions of that Act shall apply accordingly.

**Tribunal of
Arbitration.
X of 1940**

**Vacating of
office,**

45. (1) Any member of any authority or body of the University may resign his office by letter addressed to the Vice-Chancellor through the Registrar and the resignation shall take effect on its acceptance by the Vice-Chancellor or on the expiry of thirty days from the date of the receipt of the letter by the Vice-Chancellor whichever event occurs earlier.

(2) The Board may remove any person from membership of any authority or body of the University on the ground that such member has been convicted by a court of law of an offence, which in the opinion of the Board, involves moral turpitude :

Provided that no order for removal shall be passed against any person without giving him an opportunity of being heard.

(3) Subject to the provisions of sub-section (2), a person who is a member of any authority of the University as a representative of another body, whether of the University or not, shall retain his seat on the University authority or body so long as he continues to be a member of the body by which he was appointed and thereafter till his successor is duly appointed.

**Filling of
casual
vacancies,**

46. When any vacancy occurs in the office of a member (other than an ex-officio member) of any authority or other body of the University before the expiry of the term of office of such member, the vacancy shall be filled up, as soon as conveniently may be, by the nomination, appointment or co-option, as the case may be, of a member who shall hold office so long only as the member in whose place he has been nominated, appointed or co-opted, would have held it, if the vacancy had not occurred.

**Proceedings
not invalidated
by vacancies.**

47. No act or proceeding of any authority or other body of the University shall be invalidated merely by reason of any vacancy in its membership or by reason of some person having taken part in the proceedings who is subsequently found not to have been entitled to do so.

**Disputes as
to constitution
of University
authority or body.**

48. If any question arises regarding the interpretation of any provision of this Act, or of any Statute or regulation or rule or as to whether a person has been duly appointed as,

or is entitled to be a member of any authority or other body of the University, or whether any decision of the University is in accordance with this Act or the Statutes, the question may, on petition by any person or body directly affected or suo motu be referred by the Vice-Chancellor, to the Chancellor and shall be so referred to the Chancellor if at least ten members of the Board so require. The Chancellor shall, after taking such advice as he deems necessary, decide the question and his decision shall be final.

49. All acts and orders in good faith done and passed by the University or any of its authorities, bodies or officers shall be final and no suit shall be instituted against or damage claimed from the University or its authorities, bodies, or officers or other employees for anything done or purported to be done in pursuance of this Act and the Statutes and regulations framed thereunder.

Protection
of acts and
orders.

50. The annual report of the University shall be prepared under the direction of the Vice-Chancellor and shall be submitted to the Board at least one month before the annual meeting at which it is to be considered. The Board shall, after considering the report, forward it to the State Government with such comments as may be deemed necessary and the State Government shall cause the report together with its comments to be laid before the State Legislature.

Annual
report.

51. (1) Notwithstanding anything contained in any other Act relating to the establishment of a University in the State or in the Statutes, Ordinances, regulations, rules and orders made thereunder, the colleges specified in the Schedule appended to this Act shall as from such date as the State Government may by notification in the Official Gazette, specify, (hereinafter in this section referred to as "the specified date"), be disaffiliated from the Universities to which they may have been affiliated on the day immediately preceding such date and shall be transferred to and be maintained by the University as its constituent colleges.

Transfer of
certain
institutions
and colleges to
the University.

(2) The control and management of the colleges specified in sub-section (1) shall as from the specified date stand transferred to the University and all properties and assets and

liabilities of the State Government in relation thereto shall stand transferred to, and vest in, or devolve upon, the University.

(3) Where before the specified date, the State Government has made any contract in relation to any of the said colleges, that contract shall be deemed to have been made by the University, and any reference therein to the State Government shall be construed as a reference to the University,

(4) Notwithstanding anything contained in this Act or the Statutes and regulations made thereunder, any student of a college specified in sub-section (1) who immediately before the specified date, was studying in any such college or was eligible for any examination of the University to which his college was affiliated before the date as aforesaid (hereinafter referred to as the concerned University) shall be permitted to complete his course in preparation therefor, and the University shall make arrangements for the instruction teaching, training and holding for such students examinations for such period and in such manner as may be prescribed in accordance with the curricula of studies of the concerned University.

(5) The control and management of all research and educational institutions of the Department of Agriculture, the Department of Animal Husbandry, the Fisheries Department and of such other Departments of the State Government as the State Government may, by notification in the Official Gazette specify in this behalf shall, from such date as the State Government may by order specify, be transferred to the University; and thereupon all properties and assets, and liabilities of the State Government in relation to such institutions shall stand transferred to, vest in, or devolve upon, the University.

(6) Notwithstanding anything contained in sub-sections (1), (2) and (5), the Agricultural College, Junagadh, and all research and educational institutions in Junagadh District which were under the control and management of any of the Departments referred to in sub-section (5) immediately before the date specified under sub-section (1), or as the case may be, sub-section (5), shall not, save with the previous sanction of the State Government, be discontinued by the University

nor shall the educational, research or extension activities conducted in or by the said college or institutions immediately before the said date be stopped or reduced in scope or extent or transferred outside the said district, save with the like sanction.

(7) Notwithstanding anything contained in any other Act relating to the establishment of any University in the State, no such University shall as from the specified date be competent to award any degrees, diplomas, certificates, or other academic distinctions in agriculture and the Faculties of Agriculture, Dairy Service and Veterinary Science thereof by whatever name called shall cease to function.

52. (1) Notwithstanding anything contained in section 51, such of the existing staff serving in any of the colleges or institutions transferred or liable to be transferred to the University under section 51, or such other staff connected therewith, as the State Government may, from time to time, having regard to the necessity therefor, direct, shall be taken over and employed by the University, and every person so taken over and employed shall be subject to the provisions of this Act and the Statutes and regulations made thereunder :

University to absorb staff of existing colleges and institutions transferred to it.

Provided that—

- (a) during the period of such employment all matters relating to the pay, leave, retirement, allowances, pension, provident fund and other conditions of service of the members of such staff shall be regulated by the Bombay Civil Services Rules, 1959 or such other rules as may, from time to time be made by the State Government.
- (b) any such member shall have a right of appeal to the State Government against any order of reduction, dismissal or removal from service or any other punishment.

(2) Subject to the provisions of sub-sections (3) and (4), all permanent servants of the said staff taken over and employed by the University under sub-section (1) shall have

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National Institute of Educational
Planning and Administration
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Date.....17.1.51.....

a lien on their posts in the service under the State Government, and the period of their service under the University shall if they choose to revert to the service of the State Government, be counted for their increments, pension and other matters relating to their service.

(3) Notwithstanding anything contained in sub-section (1), every officer or servant of the State Government taken over by the University shall, within a period of two years, from the date he is so taken over (or such further time, if any as the State Government may decide), give notice in writings to the State Government—

(a) that he should be permitted to retire and thereupon he shall be permitted to retire from Government service and shall be entitled to such terminal benefits as compension, pension or gratuity, or the like, as may be prescribed by the State Government, or

(b) that he should be permanently absorbed in the service of the University and thereupon the University shall absorb him permanently in its service and any service rendered by him under the State Government shall be deemed to be service under the University, and he shall be entitled to receive from the University such terms and conditions of service as respects remuneration, leave, and pension, and such rights as respects disciplinary matters or rights similar thereto as changed circumstances may permit as are not less favourable than those to which that person was entitled to immediately before he was taken over by the University, or

(c) that he should be permitted to revert to Government service and thereupon he shall be permitted to revert to the service on the same terms and conditions of service applicable to him immediately before he was taken over by the University.

(4) If any officer or servant of the State Government fails to give notice under sub-section (3) within the time referred to therein, he shall be deemed to have opted to be permanently absorbed in the service of the University under clause (b) of sub-section (3).

(5) Notwithstanding anything contained in this section, in the case of any officer or servant of the State Government taken over by the University, if in the opinion of the University such officer or servant is not suitable or is surplus to its requirements, the University may move the State Government, within a period of two years from the date he was so taken over to repatriate the said officer or servant to the service of Government. Upon such request by the University the State Government shall take back the said officer or servant in its service.

CHAPTER IX

TRANSITORY PROVISIONS

53. Notwithstanding anything contained in section 11, the first Vice-Chancellor shall be appointed by the State Government as soon as practicable after the passing of this Act for a period not exceeding three years and on such terms and conditions as the State Government thinks fit.

Appointment
of first Vice-
Chancellor.

54. (1) It shall be the duty of the first Vice-Chancellor to make arrangements for constituting the Academic Council and other authorities of the University, other than the Board of Management, within six months after the date of his appointment or such longer period not exceeding one year in the aggregate as the State Government may by notification in the Official Gazette direct.

Transitory
powers of
first Vice-
Chancellor.

(2) The first Vice-Chancellor shall, with the assistance of an Advisory Committee consisting of not more than fifteen members nominated by the State Government,—

(a) subject to the provisions of this Act and the approval of the Chancellor,—

(i) make provisional Statutes necessary for constituting the aforesaid authorities and regulating the procedure at the meetings of such authorities and the Board of Management and the transaction of their business.

(ii) draw up any rules that may be necessary for regulating the method of constitution of the aforesaid authorities;

(b) frame the first Statutes and regulations under this Act and submit them for confirmation to the respective authorities when they commence to exercise their functions; and

(c) subject to the control of the Chancellor, make such financial arrangements and incur such expenditure as may be necessary to enable this Act or any part thereof to be brought into operation.

(3) The authorities constituted under sub-section (1) shall commence to exercise their functions on such date or dates as the Chancellor may, by an order direct.

(4) The Statutes, and regulations framed by the first Vice-Chancellor shall, when confirmed by the respective authorities, be published in the Official Gazette.

First appointment of the officers and teachers of the University.

55. (1) At any time after the passing of this Act until such times as the authorities of the University shall commence to exercise their functions—

(a) any officer of the University may be appointed by the Vice-Chancellor with the previous sanction of the Chancellor.

(b) teachers of the University may be appointed by the Chancellor after considering the recommendations of an Advisory Committee consisting of the Vice-Chancellor, the Director of Agriculture and such other person or persons, if any, as the Chancellor, thinks fit to associate with them.

(2) Any appointment made under sub-section (1) shall for such period not exceeding four years and on such conditions as the appointing authority thinks fit;

Provided that no such appointment shall be made until financial provision has been made therefor.

56. The Vice-Chancellor appointed under section 53 shall have powers until the Board of Management commences to exercise its functions—

Extraordinary powers of the first Vice-Chancellor,

- (a) with the previous approval of the Chancellor to make additional Statutes to provide for any matter not provided for by the first Statutes;
- (b) to constitute provisional authorities and bodies and on their recommendations to make rules providing for the conduct of the work of the University;
- (c) subject to the control of the State Government, to make such financial arrangement as may be necessary to enable this Act or any part thereof to be brought into force;
- (d) with the sanction of the Chancellor, to make for a period not exceeding four years such appointments as may be necessary to enable this Act or any part thereof to be brought into force;
- (e) to appoint any committee as he may think fit, to discharge such of his functions as he may direct; and
- (f) Generally to exercise all or any of the powers conferred on the Board of Management by or under the provisions of this Act.

57. If any difficulty arises as to the first constitution or re-constitution of any authority of the University under this Act or otherwise in first giving effect to the provisions of this Act, the State Government, as occasion may require, may by order do anything which appears to it necessary for the purpose of removing the difficulty.

Removal by State Government of difficulty.

SCHEDULE

(SEE SECTION 51)

1. **The Agricultural College, Junagadh.**
2. **Shri Navinchandra Mafatlal College of Agriculture, Navsari**
3. **The Bansilal Amritlal College of Agriculture, Anand.**
4. **The Dairy Science College, Anand.**
5. **The Gujarat College of Veterinary Science and Animal Husbandry, Anand.**

Part II

GUJARAT AGRICULTURAL UNIVERSITY

FIRST STATUTES

(As ammended upto January 1975)

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GUJARAT AGRICULTURAL UNIVERSITY

FIRST STATUTES

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In pursuance of the provisions of clause (b) of sub-section (2) section 54 of the Gujarat Agricultural University Act, 1969 (Gujarat Act No. 13 of 1969) the Board of Management hereby confirms the following First Statutes as framed by the Vice-Chancellor.

FIRST STATUTES

- | | |
|--|---|
| <p>1. (a) These statutes may be called the Gujarat Agricultural University First Statutes, 1972.</p> <p>(b) They shall come into force from the date of Notification.¹</p> | <p>Short title & commencement.</p> |
| <p>2. For these statutes, unless the context otherwise requires:</p> <p>(a) 'Act' means the Gujarat Agricultural University Act, 1969.</p> <p>(b) 'Section' means section of the Act.</p> <p>(c) Words and expressions used in the Act and not defined in these statutes shall have the meaning assigned to them in the Act.</p> | <p>Definition.</p> |
| <p>3.</p> <p>4. (1) The Vice-Chancellor shall receive a salary of Rs. 2,500/- p.m. He shall, in addition, be entitled to free furnished residential accommodation. The grounds of the Vice-Chancellor's lodging will be maintained by the University.</p> <p>(2) The Vice-Chancellor shall not be entitled to the benefits of the University Provident Fund.</p> | <p>Emoluments, Terms & Conditions of Service of the Vice-Chancellor</p> |
| <p>5. (a) The Vice-Chancellor shall be entitled to leave on full pay for a period equal to 1/11th of the period spent on active service. He may avail himself of this leave whenever he finds it necessary to do so during his tenure and when he avails himself of such leave, he shall make a report thereof to the Board which may make arrangements for the carrying out of his duties during his absence:</p> <p style="padding-left: 40px;">Provided that he will cease to earn such leave when the leave due to him amounts to 90 days.</p> | |

¹ The Notification was published in Gujarat Government Gazette on 22-2-'73,

² Deleted by the Board of Management on 19-6-78.

(b) In addition to the leave referred to in sub-clause (a), the Vice-Chancellor shall be entitled, in case of illness or on account of private affairs, to leave without pay for a period not exceeding 3 months during the period of this tenure, provided that any such leave without pay may be subsequently converted into leave on full pay to the extent to which such leave may have become due under sub-clause (a) above.

6. The Vice-Chancellor will be provided with a car that shall be maintained by the University. He shall be eligible to use the car for private purpose on payment of Rs. 50/-p.m. to the University.

7. The Vice-Chancellor shall be entitled to receive daily and travelling allowance at such rates as provided in the statutes.

17-A Travelling and daily allowances rules for the Vice-Chancellor of Gujarat Agricultural University shall be as prescribed in schedule XIV.

**Director of
Campus.**

8. (a) The Director of Campus shall receive a fixed salary of Rs. 1,800/- per month.

(b) He shall reside in the campus and shall be entitled to free furnished residential accommodation.

(c) He shall receive Rs. 200/- per month as car allowance provided he maintains his own car.

9. The Director of Campus shall hold office for a term of three years and shall be eligible for reappointment to that office for one additional term of three years.

10. (a) Director of Campus shall be entitled to leave on full pay, for a period equal to 1/11th of the period spent on active service. He may avail himself of this leave whenever he finds it necessary to do so during his tenure and when he avails himself of such leave he shall make report thereof to the Board who may make arrangements for the carrying out his duties during his absence:

Provided that he will cease to earn such leave when the leave due to him amounts to 90 days.

- (b) In addition to the leave referred to in sub-clause (a), the Director of Campus shall be entitled in case of illness or on account of private affairs to leave without pay for a period not exceeding 3 months during the period of his tenure:

Provided that any such leave without pay may be subsequently converted into leave on full pay to the extent to which such leave may have become due under sub-clause (a) above.

11. The Director of Campus shall be entitled to receive daily and travelling allowance at such rates as provided in the statutes.

- 11-A Rules of travelling and daily allowance for the Director of Campus shall be as prescribed in schedule XII and rates of daily allowance, milage allowance etc. shall be as prescribed in schedule XIII.

- ²12 The salary of the Registrar shall be in the scale of Rs. 1600-80-2000 per month.

Registrar

13. In addition to the duties and functions assigned to the Comptroller under section 15 of the Act, Comptroller shall :

Comptroller

- ³(a) sign all contracts (excepting the contracts mentioned below) made on behalf of the University, (i) contract for the construction work (ii) contracts for the purchase of various stores. The contracts for the item mentioned in (i) and (ii) above shall be signed by the concerned Estate Engineer and Director of Purchase and Properties, respectively; and

- (b) work as ex-officio secretary to the Finance Committee, established under section 40(1) of the Act.

1 Passed by the Board of Management on 8-6-1974.

2 Revised by the Board of Management on 3-2-'79.

3 Revised by the Board of Management on 9-9-1974.

114. The salary of the Comptroller shall be in the scale of Rs. 1100-50-1300-60-1600 per month.
- Director of Purchase & Properties 15. The salary of the Director of Purchase and Properties shall be in the scale of Rs. 1100-50-1300-60-1600 per month.
- Librarian 16. The salary of the Librarian shall be in the scale of Rs. 700-50-1250 per month.
- Director of Research & Dean of Post-Graduate Studies 17. In addition to the duties and functions assigned to him under section 19 of the Act; it shall also be the duty of the Director of Research and Dean of Post-graduate Studies to promote team approach to research problems and foster projectwise research.
18. The salary of the Director of Research and Dean of Post-graduate Studies shall be in the scale of Rs. 1800-100-2000 per month. Provided that if an employee of the University is appointed to the post he shall get his pay and pay scales plus Rs. 200/-per month as a special pay.
- Director of Extension Education. 19. In addition to the duties and functions assigned to him under section 20 of the Act, the Director of Extension Education shall plan and supervise programme of extension education in agriculture.
20. The salary of the Director of Extension Education shall be in the scale of Rs. 1800-100-2000 per month. Provided that if an employee of the University is appointed to the post he shall get his pay and pay scales plus Rs. 200/- per month as a special pay.
- Director of Studies in Basic Sciences & Humanities 21. The salary of the Director of Studies in Basic Sciences and Humanities shall be in the scale of Rs. 1800-100-2000 per month. Provided that if an employee of the University is appointed to the post he shall get his pay and pay scales plus Rs. 200/- per month as a special pay.
- Director of Student Affairs, 22. The salary of the Director of Student Affairs shall be in the scale of Rs. 1100-50-1300-60-1600 per month.
23. The starting salary of an officer shall ordinarily be the minimum of the pay-scale prescribed in his case. Provided

1 Revised by the Board of Management on 3-2-'79.

2 Revised by the Board of Management on 25-4-'77.

that in the interest of the University as determined by it, the Board may, after recording reasons therefore, grant a higher starting salary.

- 24.. If any of the officers of the University is appointed on deputation from Government department or any Institute/Organisation constituted by law, his emoluments and other terms and conditions of service shall be governed by the terms and conditions of his deputation orders issued from time to time by the parent body. **Officer on Deputation.**
- 25.. Every officer shall be entitled to leave, leave salary, allowances and other benefits as prescribed in these statutes.
- 25-A Rules of travelling and daily allowance for the Officers of the University shall be as prescribed in schedule XII and rates of daily allowance, milage allowance etc. for Officers of the University shall be as prescribed in schedule XIII. **Travelling & daily allowances for the officers.**
26. (a) Qualifications required of candidates for appointment to the posts of University officers other than those of the Chancellor and the Vice-Chancellor and the Directors of Campuses shall be fixed by the Board taking into consideration the recommendations (a) of the Academic Council in the case of Deans and Directors (except Director of Purchase and Properties) and Librarian, and (b) of the Vice-Chancellor, in the case of Registrar, Comptroller, the Director of Purchase and Properties. **Qualifications for the post of officers.**
- Provided that the qualifications required of candidates for the post of officers declared as officers under section 9(13) shall be prescribed in the statutes.
- (b) The prescribed qualifications shall be given due publicity and the candidates for the respective posts shall be selected with due regard to the qualifications so prescribed.
- ²(c) Manner of appointment of officers of the University for which the University is competent to make appointment shall be as prescribed in schedule XVIII. **Manner of appointment of officers**

1 Passed by the Board of Management on 8-6-1974.

2 Passed by the Board of Management on 8-6-1974.

Teachers.

27. (1) The designation, method of recruitment, pay, allowances and other terms and conditions of service of teachers shall be such as may be determined by the statutes to be framed by the Board.

(2) The qualifications required for the post of a teacher and the powers and duties of teachers shall be such as may be determined by the Board on the recommendations of the Academic Council.

Other
Employees

(3) The designations, qualifications, method of recruitment, pay, allowances and other terms and conditions of service of non-teaching staff and their powers and duties shall be such as may be determined by statutes to be framed by the Board.

¹(4) Until statutes, as aforesaid are framed leave, leave travel concession, benefits of surrender of leave, allowances, pension, provident fund, medical attendance, T. B. concessions and other service benefits,

(i) in the case of—

(a) the members of the staff transferred to the University under section 52, and

(b) the members of the staff employed by the University,

shall be admissible according to the rules of the Government of Gujarat in this behalf as in force for the time being, and

(ii) in case of the members of the staff of the Institute of Agriculture, Anand shall be admissible according to the rules of that Institute as in force immediately before 1-6-'72 and in the absence of such rules of that Institute, according to the rules of the Government of Gujarat as in force for the time being, and

(iii) in the case of the members of the staff of Agriculture School, Aliabada, shall be admissible according to the rules of that school, Aliabada, as in force immediately before 1-2-1973 and in absence of such rules of that school, according to the rules of the Government of Gujarat as in force for the time being.

- 12:7-A
- (1) Gujarat Agricultural University Employees Leave Rules shall be as prescribed in schedule I.
 - (2) Gujarat Agricultural University Employees Pension Rules shall be as prescribed in schedule II.
 - (3) Gujarat Agricultural University Employees Provident Fund Rules shall be as prescribed in schedule III.
 - (4) Gujarat Agricultural University Employees Casual Leave, Special Casual Leave and Compensatory Leave Rules shall be as prescribed in schedule IV.
 - (5) Gujarat Agricultural University Employees House Building Advance Rules shall be as prescribed in schedule V.
 - (6) Gujarat Agricultural University Employees Rules for Grant of Advances for Purchase of Conveyances and Appliances shall be as prescribed in schedule VI.
 - (7) Gujarat Agricultural University Employees Medical Benefits and Special Ailment Concession Rules shall be as prescribed in schedule VII.
 - (8) Gujarat Agricultural University Employees Service Rules shall be as prescribed in schedule VIII.
 - (9) Gujarat Agricultural University Employees Conduct Rules shall be as prescribed in schedule IX.
 - (10) Gujarat Agricultural University Employees Discipline and Appeal Rules shall be as prescribed in schedule X.
 - (11) Study Leave Rules for Gujarat Agricultural University Employees shall be as prescribed in schedule XI.

- (12) Rules Regarding Grant of Festival Advance to Employees of Gujarat Agricultural University shall be as prescribed in schedule XV.
- (13) Gujarat Agricultural University Employees Travelling Allowance Rules shall be as prescribed in schedule XVI.
- ¹(14) Gujarat Agricultural University Employees House Rent Allowance Rules shall be as specified in schedule XIX.
- ²(15) Rules Regarding Grant of Leave Travel Concession to Gujarat Agricultural University Employees shall be as prescribed in schedule XX.
- ²(16) Gujarat Agricultural University Employees Compensatory Local Allowance Rules shall be as prescribed in schedule XXI.
- ³(17) Rules Regarding Grant of Advance to Employees of Gujarat Agricultural University for the Purchase of Food Grains shall be as prescribed in schedule XXII.
- ⁴(18) Gujarat Agricultural University Employees Dearness Allowance Rules shall be as prescribed in schedule XXIV.
- ⁴(19) Rules Governing the Grant of Advances to Employees of Gujarat Agricultural University on Transfer or in connection with Tours/Training for the University work shall be as prescribed in schedule XXV.
- ⁴(20) Rules for Advance to Teachers for Purchase of Academic and Research materials and equipments shall be as prescribed in schedule XXVI.
- Dangs Allowance
Bad Climate
Allowance and
Tribal Allowance** ⁵(21) For Grant of Dangs Allowance, Bad Climate Allowance and Tribal Allowance to the Gujarat Agricultural University Employees.

-
- 1 Passed by the Board of Management on 9-9-1974.
 2 Passed by the Board of Management on 4-11-1974.
 3 Passed by the Board of Management on 10-3-'75
 4 Passed by the Board of Management on 11-8-'75
 5 Passed by the Board of Management on 8/9-11-'76.

1.1 Dangs allowance and bad climate allowance shall be admissible to an employee at the following rates.

(i) Dangs Allowance	Rate of Allowance
Pay range	
Upto Rs. 200/-	Rs. 20/- per month
Rs. 201/- to 500/-	Rs. 25/- per month
Rs. 501/-1000/-	Rs. 30/- per month
Above Rs. 1000/-	Rs. 50/- per month

(ii) Bad Climate Allowance	Rate of Allowance
Pay range	
Upto Rs. 200/-	Rs. 10/- per month
Rs. 201/-500/-	Rs. 15/- per month
Rs. 501/-1000/-	Rs. 20/- per month
Above Rs. 1000/-	Rs. 25/- per month

1.2 Bad climate and Dangs allowances shall be allowed irrespective of the fact whether or not the employees belongs to the tract. The above rates of bad climate allowance shall apply to the areas and places as notified by the Government from time to time.

1.3 The above rates of bad climate allowance shall apply to Dangs area and to places specified in schedule-XXVIII, subject to revisions made by the Government from time to time.

2.1 The employees who are required to work in the scheduled and/or tribal areas and tribal development blocks as notified by the State Government from time to time, shall be granted tribal allowance at the rates mentioned belows-

Pay range	Rate
Upto Rs. 200/-	Rs. 20/-
Rs. 201/-500/-	Rs. 30/-
Rs. 501/-1000/-	Rs. 40/-
Above Rs. 1000/-	Rs. 50/-

2.2 The tribal allowance shall be granted subject to following conditions :

- (i) An employee shall belong to a cadre of posts of which some have headquarters in the schedules

and/or tribal areas/tribal development blocks and other out-side such areas and that he is transferable to any such post.

- (ii) He shall be an employee whose service is transferable to other areas.
- (iii) He shall be willing to work in the scheduled areas and/or tribal areas or tribal development blocks for a period of not less than 4 to 6 years on an undertaking to be given in writing to that effect.
- (iv) All the employees shall be eligible for the tribal allowance subject to fulfilment of these conditions.
- (v) The allowance shall be admissible for the period during which the employee is in the schedule and/or tribal areas or tribal development blocks and not otherwise.
- (vi) The allowance shall be given in addition to the compensatory allowance as admissible according to rules.
- (vii) The allowance is intended to be given in addition to bad climate allowance or such other allowance like Dangs allowances etc. if any.
- (viii) The allowance shall also be admissible to an employee who is resident or native of scheduled areas or tribal areas or tribal development blocks if he fulfils all the conditions prescribed hereto.
- (ix) The allowance shall continue to be drawn by the employees who are deputed for training outside the scheduled and/or tribal areas tribal development block areas, if the deputation period for training is not more than three months.
- (x) In the event of transfer of an employee at his own request to a place other than a place in a scheduled area and/or tribal areas/tribal development block or of his resignation before completion of

the stipulated period of 4 to 6 years, the employee working in such areas or block and receiving the tribal allowance, shall be required to refund the amount of his allowance received by him upto the date of his relief on his transfer or resignation as the case may be.

- (xi) The employees who are appointed/transferred to the scheduled and/or tribal areas/tribal development blocks and are expected to retire from service on attaining the age of superannuation before the completion of four years' service, shall not be granted the tribal allowance. Such employees shall not as far as possible be posted in such areas/blocks.
- (xii) For the purpose of counting the period of service of 4 to 6 years mentioned in condition (iii) above, spells of leave in respect of which (a) the authority sanctioning the leave certified that on expiry of the leave, the employee is likely to be reposted on the same post, and at the same station, from which he proceeded on the leave or at another station in which he will be entitled to similar tribal allowance and (b) the employee certifies that he or his family or both resided for the period for which the tribal allowance claimed at any of the stations mentioned in sub-clause (a) above, shall be taken into account and for the purpose of initial qualifying period of four years spells of leave except extra-ordinary leave or leave of very long duration i. e. a period running beyond 120 days may be taken into account.
- (xiii) The employees shall actually reside in such areas/blocks.

¹In the case of an employee who has been in the service of the University on or after 1-4-1975, he shall be eligible to draw from the date, the bad climate allowance and Dange allowance at the rates prescribed in statute 27-A (21).

In the case of an employee who has been in the service of the University on or after 1-1-1974, he shall be eligible to draw from that date, the tribal allowance at the rates prescribed in statute 27-A(21).

- ¹(22) The Gujarat Agricultural University Employees revision of pay rules, 1976 shall be as prescribed in schedule XXIX.
- ²(23) The Gujarat Agricultural University (Security from employee) rules, 1977 shall be as specified in schedule XXX.
- (24) The Gujarat Agricultural University Departmental Examination in Account Rules, 1978 shall be as specified in schedule XXXI.
- ³27-(B) (1) The condition and charges for the use of an auditorium belonging to the University shall be as provided in the rules specified in schedule XXXII.
- ³(2) The condition and charges for the use of sports places belonging to the University shall be as provided in the rules specified in schedule XXXIII.
- Delegation of Powers**
428. Powers to be exercised by the officers, teachers and other employees of the University shall be as per Appendix 'A'.
29. The Vice-Chancellor, may delegate by an order in writing any of his administrative and financial powers and functions including power to make appointment, to any officer subject to such conditions as he may specify in that behalf.
- Nomination on the Academic Council from amongst the Heads of Departments**
30. (1) The Vice-Chancellor shall nominate on the Academic Council for a period of 2 years six members from amongst the Heads of Departments so as to give representation of at least one member from each faculty as far as possible. On the expiry of their term, the Vice-Chancellor shall nominate six members other than the outgoing members

1 Passed by the Board of Management on 8/9-11-'76

2 Passed by the Board of Management on 25-4-'77

3 Passed by the Board of Management on 7-5-'78

4 Passed by the Board of Management on 10-3-1973.

in their place from amongst the Heads of Departments so as to give similar representation.

- (2) The Vice-Chancellor shall nominate on the Academic Council other members not exceeding five from amongst the teachers other than the Heads of Departments so as to give representation of at least one member from each faculty as far as possible.

Nomination on the Academic Council from amongst the teachers

- (3) The term of office of a member co-opted by the Academic Council shall be for such period not exceeding 2 years as the Academic Council may determine in each case.

Terms of co-opted members

31. (1) The University shall have the following faculties :

Faculties

- (a) Faculty of Basic Sciences & Humanities.
 (b) Faculty of Agriculture.
 (c) Faculty of Veterinary Science and Animal Husbandry
 (d) Faculty of Home Economics.
 (e) Faculty of Agricultural Engineering and Technology.
 (f) Faculty of Dairy Science.
 (g) Faculty of Post-Graduate Studies.

- (2) Each such faculty shall have such department with assignment of such subjects as may be prescribed hereafter. Provided that the Faculty of Agriculture, the Faculty of Veterinary Science and Animal Husbandry, the Faculty of Dairy Science and the Faculty of Post-Graduate Studies, shall have the departments and assignment of subject specified in statue-5 of the provisional statutes.

32. (1) There shall be the following Board of Studies, namely :

Board of Studies

- (a) Board of Studies of the Faculty of Agriculture.
 (b) Board of Studies of the Faculty of Veterinary Science and Animal Husbandry.

- (c) Board of Studies of Faculty of Dairy Science.
 - (d) Board of Studies of Faculty of Post-Graduate Studies.
 - (e) Board of Studies of Faculty of Basic Sciences and Humanities.
 - (f) Board of Studies of Faculty of Home Economics.
 - (g) Board of Studies of Faculty of Agricultural Engineering and Technology.
- (2) The Board of Studies of each faculty except the faculty of Post-Graduate Studies shall include the following members namely :
- (a) The Dean of the Faculty as Chairman.
 - (b) The Heads of the Departments and Professors teaching subjects assigned to that faculty.
 - (c) The Director of Extension Education.
 - (d) The Director of Research and Dean of Post-Graduate Studies.
 - (e) The Dean of Studies in Basic Sciences and Humanities.
- Provided that in the case of the Board of Studies for the Faculty of Basic Sciences and Humanities the Director of Studies in Basic Sciences and Humanities shall be the Dean of that faculty.
- (3) The Board of Studies of the Post-Graduate faculty shall include :
- (a) The Director of Research and Dean of Post-Graduate Studies as Chairman.
 - ¹(b) All Deans and Associate Deans.
 - (c) The Director of Extension Education.
 - (d) The Director of Studies in Basic Sciences & Humanities.

- ¹(e) Five Research Scientists and five Post-Graduate teachers of the University, to be nominated by the Director of Research and Dean of Post-Graduate Studies with the approval of the Vice-Chancellor.
- (4) (a) In case the post of the Dean of Faculty or of any Head of the Department, of any subject, is not filled in for any reason, the Vice-Chancellor may for the purpose of constituting the Board of Studies choose any Principal of the concerned college and appoint any Professor teaching such subject as the Dean or Head of the Department as the case may be, for such period as may be necessary.
- (b) So far as the Board of Studies of the Faculty of Agriculture is concerned, the Vice-Chancellor shall choose one of the Principals of the Agricultural Colleges shown at Sr. No. 1 to 3 in the schedule appended to the Act to function as Dean of the Faculty of Agriculture in rotation, such appointment being valid for one year.
- (5) Board of Studies may co-opt the services of persons in the State not exceeding five in number of whom at least one shall be a post-graduate student, to assist the Board of Studies in the performance of its duties.
- ¹(6) Any two or more Boards of Studies may, and on direction given by the Board of Management, Academic Council or the Vice-Chancellor shall, meet and act in concurrence and render a joint report upon any matter which lies within their province jointly. In a joint meeting, Vice-Chancellor or a Dean nominated for the joint meeting, by the Vice-Chancellor shall act as Chairman, in their absence the joint meeting shall elect its own Chairman from amongst the Chairman of the individual Board meeting jointly.

**Joint Board
of Studies**

The quorum of a joint meeting of the Boards must include a full quorum of each Board represented, no member present being counted more than one separate quorum.

33. Each Board of Studies shall :

- (a) propose the establishment of such departments as deemed best and the scope of work to be done by the Board of Studies and various other departments and submit its plans therefore to the Academic Council;
- (b) develop departmental course outline to meet the degree and diploma requirements of the University;
- (c) perform such other duties as may be assigned by the Vice-Chancellor or the Dean.

Dean of
Faculties

- 34.
- (1) There shall be a Dean for each faculty. The Principal of each of the constituent colleges shall be designated as Associate Dean for the purpose of this statute. The Dean for each faculty shall be chosen by the Vice-Chancellor from amongst the Associated Deans or Professors in the concerned faculties, for a period of two years.
 - (2) The post of the Dean shall be honorary. However the Board may decide to give honorarium or special pay.
 - (3) On expiry of term of any of the Deans, the Vice-Chancellor shall nominate any other Associate Dean or the Professor other than the outgoing members.

Head of
Departments

- 35.
- (1) For each department, the Vice-Chancellor may appoint from amongst the Professors such person to be the Head of that Department, who, having regard to the experience and merit pertaining to that department is found suitable :

Provided that, if no such person is available from amongst the Professors, appointment may be made of a suitable person from amongst the teachers.

- (2) An appointment made under sub-clause (1) shall be for a period of two years.
- (3) The post of a Head of Department shall be honorary.

316.

- (1) At least half of the meetings of the Board in a year shall be held at such constituent Unit of the University as may be determined by the Vice-Chancellor.
- (2) All the meetings of the Board shall be arranged through the Registrar.
- (3) A notice calling the meeting of the Board of Management shall be of not less than 21 days. Provided that the Chairman of the Board may call a special meeting of the Board on a shorter notice of not less than 3 days.
- (4) The agenda of a meeting of the Board of Management shall be framed by the Registrar with the approval of the Chairman.
- (5) The agenda of the meeting other than the special meeting shall be sent to all members of Board along with the copies of the relevant papers whenever necessary, at least 5 days before the day of such meeting.
- (6) If in respect of any matter, not already included in the agenda, the Chairman thinks that the matter requires immediate attention, he may include the matter in the agenda even in the course of the meeting of the Board.
- (7) The Chairman of the Board shall be competent to decide the order in which the item on the agenda may be taken up.
- (8) When a dispute arises regarding any matter and conduct of the meeting, the ruling of the Chairman shall be final.
- (9) All propositions before the Board shall be decided by a majority of votes of the members present and voting. The officer presiding the meetings, however, shall have a second or casting vote in all cases of equality of votes.

Procedure of
Meetings
& Conduct of
Business of
the Board

- (10) Minutes of meetings of the Board of Management shall be recorded by the Registrar. Minutes so recorded shall be circulated before the next meeting.
- (11) Any member attending a meeting of the Board and any person invited at any such meeting shall receive travelling allowance and daily allowance as per the rules framed in this behalf.
- (12) In case when the Vice-Chancellor is unable to attend any meeting of the Board, the Board for conducting the business of that particular meeting may elect its own Chairman from amongst persons present at that meeting.
- ¹(13) Annual meeting of the Board of Management shall be held in the month of September every year for considering of the annual report of the University.
236. A Rules of travelling and daily allowances for the members of the Board of Management, non-official members of the Academic Council and other committees shall be as prescribed in schedule XII and rates of daily allowance, milage allowance etc. for the members of the Board of Management, non-official members of the Academic Council and other committee shall be as prescribed in schedule XIII.
- 336-B Travelling and daily allowances for the external members/referees, appointed by the University for examination work and other officials invited by the University, for University business, shall be admissible as per rules as prescribed in schedule XII and daily allowance, milage allowance etc. shall be admissible as prescribed in rules in schedule XIII of first statutes.
- 437.
- Acceptance of trusts, bequests or donations
- 538 (1) The University shall not accept trusts, bequests or donations, the benefits whereof are sought to be restricted to any caste, creed, religion, community or region, or a net annual income of which is less than Rs. 300/- in case of a scholarship, and Rs. 100/- in the case of medal or prize.

1 Passed by the Board of Management on 22-10-1973.

2 Passed by the Board of Management on 8-6-1974.

3 Passed by the Board of Management on 10-3-1975.

4 Dropped by the Board of Management on 7-10-1972.

5 Revised by the Board of Management on 22-12-1973.

(2) Each trust bequest or donation shall be accepted and administered by the Vice-Chancellor on behalf of the University in manner by a separate regulation made by the Academic Council in this behalf for the administration of each such trust, bequest or donation as the case may be.

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(1) No officer, teacher or other employee of the University shall without prior permission of the authority or officers shown there against engage directly in trade or business whatsoever.

Acceptance of remuneration, royalties, private practices for University employees.

Officers & Deans Vice-Chancellor

Teachers Deans/Associate Deans/
Director of Research or
Director of Extension Education

Other employees

(a) In the Vice-Chancellor's Office Registrar

(b) In the zone Director of Campus

(2) No teacher who is engaged in teaching, research or extension education in the college shall undertake examination work outside the University without previous permission of the Dean/Associate Dean and no teacher engaged in research or extension education outside the college shall undertake examination work outside the University without permission of the Director of Research or the Director of Extension Education as the case may be.

(3) No teacher or other employee of the University shall undertake any private tuition within or outside the University.

- (4) A whole time teacher or employee of the University with veterinary qualifications may undertake private practice and a whole time teacher or employee working in any faculty of the University, may undertake consultancy service and accept remuneration therefore with the previous permission of the authority or officer as indicated in (1) above.
- (5) a) The University shall have the sole right in respect of any invention or discovery of any process made in the University laboratories, farms or workshops and may move for securing the patent rights for the same. The University shall bear the cost of securing the patent rights and shall receive all royalties, remunerations or income accruing from such grant of patent.
- b) The University shall pay to the employee concerned such amount as may be determined by the Board as a reward, or allow the employee to retain the royalty so collected.
- (c) In case the University decides not to apply for the patent rights, the employee concerned may, if he so desires apply for a patent solely in his own name with the prior permission of the Board.
- d) The University may allow retention of royalty in full for writing of text books or publishing other literature of academic nature by any University employee.
- e) If any teacher or employee in connection with his duties in the University, on account of his expert knowledge, is invited by an outside body on payment of nominal fee, may be permitted to do so with the previous permission of the authority or officer as indicated in (1) above.

Designation,
method of
recruitment
and pay of
teachers.

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Designation :

- (1) Teachers shall be designated as under :
1. Principals.
 2. University Professors.

3. Associate Professors.
4. Assistant Professors.
5. Instructors/Lecturers.
6. Research Scientists.
7. Associate Research Scientist.
8. Assistant Research Scientist.
9. Research Assistants.
10. Extension Educationsists.
11. Associate Extension Educationist
12. Assistant Extension Educationist
13. Extension Education Assistants

Classification for recruitment :

- (2) For the purpose of recruitment, the teachers shall be grouped as under :

Group A : All teachers of the categories of Associate Professors and above.

Group B : All teachers of the categories of Assistant Professors and below.

- (3) The number of posts of teachers shall be such as may be determined by the Vice-Chancellor with the approval of the Board. The Vice-Chancellor may, however, obtained recommendations from the committee of Deans for this purpose. The total number of posts in each category of teachers shall be such as may be approved by the Board from time to time.

Number of posts

- (4) The scales of pay of teachers shall be such as may be determined by the Board in the recommendation of the Vice-Chancellor. The Vice-Chancellor may obtain the recommendations from the committee of Deans.

Pay

Provided that nothing in this clause shall affect the inherent right of the University to revise the sanctioned emoluments of any costs at any time without adversely affecting a teacher already holding such a post.

**Methods of
Recruitment**

(5) All appointments of teachers of the University shall be made by the appointing authority¹ by selection.

² (5-A) All appointments of instructors and their equivalent shall be made by appointing authority, by selection, on recommendation of the selection committee, appointed for the purpose, subject to recruitment rules.

**Methods of
Recruitment of
Group 'A'
Teachers**

(6) The following procedure shall be adopted for the appointment of 'Group A' teachers.

(a) The Vice-Chancellor may have the posts advertised with such qualifications as may be fixed by the Board and/or invite suggestions and recommendations from such persons institutions or agencies, as he may deem proper.

(b) If the posts is not advertised, after having obtained the suggestions or recommendations from the appropriate persons/institutions or agencies, the Vice-Chancellor may submit his recommendations for the approval of the Board.

(c) If the post is advertised, all applications and/or suggestions or recommendations from appropriate persons/institutions/agencies will be placed before the selection committee.

(d) The Selection Committee for 'Group A' teachers shall consist of (i) Vice-Chancellor as Chairman (ii) One member nominated by the Board and (iii) Two experts nominated by the Vice-Chancellor from among the panel approved by the Board ³(iv) Director of Campus (v) Dean of Faculty (vi) Director of Research/Director of Extension Education/Director of Studies in Basic

¹ Words substituted by the Board of Management on 24-12-'75

² Inserted by the Board of Management on 24-12-75

³ Added by the Board of Management on 6-8-'78.

Sciences and Humanities according to nature of the post to be filled in.

- (e) The Chairman of the committee shall cause all the application and/or suggestions or recommendations scrutinised and prepare a list of candidates who shall be either called for interview or considered in absentia.
- (f) After interviewing the candidate or considering them in absentia, as the case may be, the committee shall recommend not more than three names of the selected candidates for each post in order of preference.
- (g) After receiving the recommendation of the selection committee the Board may, if it considers necessary request the committee to recommend additional names.
- (h) The Board shall either approve the recommendations or will make its selection out of the candidates recommended.
- (i) In the event of selection committee being unable to recommend a person who is in the opinion of the Board is suitable for the post, the Board shall take such steps as are necessary for filling up the vacancy.
- (j) The selection list of the candidates prepared by the selection committee shall be valid for a period of one year.

Method of recruitment for 'Group B' teachers—

- (7) The following procedure shall be adopted for the appointment of 'Group B' teachers :
 - ¹(a) The Director of Campus may have the posts advertised with such qualifications as may be fixed by the Board and/or invite suggestions and recommendations from such persons/institutions or agencies as he may deem proper.
 - ¹(b) After having advertised the posts and received the applications and/or after having obtained the sugg-

estions or recommendations from appropriate persons, institution and agencies the Director of Campus may refer them to Selection Committee.

¹(c) The Selection Committee shall consist of :

- (1) Director of Campus-Chairman.
- (2) Dean of Faculty.
- (3) Director of Research/Director of Extension Education/
Director of Basic Sciences and Humanities.

According to nature of the post to be filled in.

- (4) Head of the Department concerned to be nominated by the Vice-Chancellor.
 - (5) One member to be nominated by the Vice-Chancellor.
- (d) The Chairman of the committee shall cause all applications and/or suggestions or recommendations scrutinised and prepare a list of candidates who shall be either called for interview or considered in absentia.
- (e) After interviewing the candidates or considering them in absentia, as the case may be, the committee shall recommend not more than three names of selected candidates for each post in order of preference.

²Provided that in case of Instructors/Leacturers/Research Assistants, Extension Education Assistants and equivalent, the following procedure be followed :

- (1) Before the beginning of each academic year the University should determine the likely vacancies that may occur during the year for recruitment to the post of lecturers.
- (2) The number of post to be filled under the reserve category may be determined faculty-wise, although no individual post may be designated as "reserved post". The advertisement for these posts should indicate that preference would be given to scheduled

1 Substituted by the Board of Management on 6-8-'78

2 Inserted by the Board of Management on 12-6-'77

castes/scheduled tribes candidates who are considered fit. On receipt of applications, the University may invite for interview all scheduled caste / scheduled tribes candidates who fulfil the minimum qualifications prescribed for recruitment for the post of lecturer.

- (3) The candidates belonging to the scheduled castes and scheduled tribes may be interviewed separately in the first instance. The candidates belonging to the general category may then be interviewed separately keeping in view the recommendations made by the selection committee in respect of scheduled tribes and scheduled castes candidates.
- (4) In the case of scheduled caste/scheduled tribes candidates interviewed by the committee, if suitable candidates are not available for appointment to the post of lecturers, the selection committee may recommend appointment of suitable candidates as research associates in the scale of Rs. 700-1500 for a period up to three years and these persons could later compete for the post of lecturer as and when vacancies occur. The recommendations made by the selection committee in this regards for appointment as research associates may be sent to the commission for consideration.
- ¹(f) After receiving the recommendations of the selection committee the Director of Campus may, if he considers it necessary, request the committee, to recommend additional names.
- ¹ (g) The Director of Campus shall either approve the recommendations or will make selection out of the candidates recommended.
- ¹ (h) If the event of selection committee being unable to recommend a person who is in the opinion of the Director of Campus is suitable for the post, the Director of Campus shall take such steps as are necessary for filling up the vacancy.
- (i) The selection list of the candidates prepared by the selection committee shall be valid for a period of one year.

¹ Substituted by the Board of Management on 6-8-'78

Form Agreement :

- (8) Save as otherwise provided by or under the Act, even teacher shall be appointed under a written contract.
- (9) Notwithstanding anything contained in (6) & (7) above, a visiting Professor, a visiting Research Scientists or visiting Extension Educationist may be employed on a temporary basis by the Board as Professor/ Research Scientist/Extension Educationist for a period not longer than one academic year at a salary and under service conditions to be fixed by the Board.
- (10) Notwithstanding anything contained in (6) & (7) above, the Vice-Chancellor may make temporary appointments for a period not exceeding six months. Such temporary appointments in case of Group 'A' teachers shall be reported to the Board.
- ¹(11) Notwithstanding anything contained in the statute above during the period from 1-6-'72 to 31-5-'74 all the vacancies existing in the posts transferred to the University either from Agriculture Department or Animal Husbandry Department or Institute of Agriculture, Anand or Aliabada School may be filled in from amongst the transferred employees of the Agriculture Department or Animal Husbandry Department or Institute of Agriculture, Anand or Aliabada School as the case may be according to the rules of recruitment of the Departments/Institute/Aliabada School concerned which were immediately in force prior to 1-6-1972.

The designation, qualifications, method of recruitment and pay of other employees.

2 41 1. Definition

'Other employees' means employees of the University other than officers of the University within the purview of Section 4 of the Act and teachers in the University 2(13) of the Act and shall include the following.

In Vice-Chancellor's Office—

(1) Deputy Registrar.

¹ Passed by the Board of Management on 16-3-1974.

² Passed by the Board of Management on 5-6-1973.

- (2) Assistant Registrar.
- ¹(3) Deputy Chief Accounts Officer
- ¹(4, Accountant
- ²(5)
- (6) Campus Engineer.
- (7) Assistant Estate Engineer.
- (8) Purchase Officer.
- ²(9)
- (10) Office Superintendent.
- (11) Head Clerks.
- (12) Accounts Clerks.
- (13) Senior Clerks.
- (14) Junior Clerks.
- ³(15) Assistant Registrar-cum-P. S. to Vice-Chancellor.
- (16) P. A. to other Officers.
- (17) Stenographers.
- (18) Stenotypists.
- (19) Drivers.
- (20) Peons, Attendants, Sweepers, Chowkidars.
- (21) Any other post brought on the schedule by the Vice-Chancellor.

In colleges and offices in the zone :

- (1) Administrative Officers.
- ¹(2) Accountant.
- (3) Auditors.
- ¹(4) Campus Engineer.
- (5) Asstt. Estate. Engineer.
- (6) P. A. to Director of Campus.
- (7) Overseers.
- (8) Tracers.
- (9) Draftsman.

¹ Designation revised by the Board of Management on 7-12-'78.

² Posts at Sr. No. (5) and (9) are abolished by the Board of Management on 27-10-'78.

³ Designation revised by the Board of Management on 8-10-'78.

- ¹(10) Accountant in college.
- (11) Library staff.
- (12) Laboratory Assistants and Attendants.
- (13) Farm staff.
- (14) Electricians.
- (15) Wireman.
- (16) Medical Officers.
- (17) Compounders.
- (18) Nurses.
- (19) Ward Boys.
- (20) Physical Instructors.
- (21) Deputy Secretary/Asstt. Secretary, Institute of Anand.
- (22) Chief Accountant, Institute of Anand.
- (23) Superintendents.
- (24) Head Clerks.
- (25) Accountants.
- (26) Senior Clerk.
- (27) Junior Clerk.
- (28) Stenographers.
- (29) Stenotypists.
- (30) Drivers, Truck drivers, Tractor drivers.
- (31) Peons, Attendants, Sweeper, Chowkidars.
- (32) Any other post brought on the schedule by the Vice-Chancellor.

² In technical services :

- (1) Technical Officers who are transferred and employed as Agricultural Officers/Veterinary Officers, in the University.
- (2) Technical Supervisors who are transferred and employed as Agricultural Supervisors / Laboratory Technicians (including Demonstrators) in the University.
- (3) Technical Assistants who are transferred and employed as Agricultural Assistants/Laboratory Assistants, in the University.

¹ Designation revised by the Board of Management on 7-12-'78

² Inserted by the Board of Management on 10-3-'75

(4) Any other post brought on the schedule by the Vice-Chancellor.

12. Classification of 'other employees'

The 'other employees' shall be classified as under :

Grade-I All other employees whose minimum starting pay is Rs. 900/- and above p.m.

Grade-II All other employees whose minimum starting pay is less than Rs. 900/-but is Rs. 600/- and above p.m.

Grade-III All other employees whose minimum starting pay is less than Rs. 600/- p.m. but is Rs. 260- and above p.m.

Grade-IV All other employees whose minimum starting pay is less than Rs. 260/- p.m.

²(1)

²(2)

The number of posts of other employees shall be such as may be determined by the Vice-Chancellor with the approval of the Board, provided that nothing shall affect the inherent right of the University to make subsequent additions to or alternations in the strength of each class of posts whether permanently or temporarily.

The scales of pay of other employees shall be such as may be determined by the Board on the recommendation of the Vice-Chancellor, provided that nothing in this clause shall affect the inherent right of the University to revise the sanctioned emoluments of any post at any time without adversely affecting an employee of the University already holding such a post.

³ Provided that in.....

1 Revised by the Board of Management on 10-3-1975, and again revised by the Board of Management on 8/9-11-'76.

2 Revised by the Board of Management on 16-3-1974, and dropped by the Board of Management on 10-3-'75.

3 Deleted by the Board of Management on 8/9-11-'76.

¹ Provided further that.....

²4-A. The revised scales of pay of employees shall be as specified in column 5 of schedule-I appended hereto and the selection grades for several cadres shall be as specified in column 5 of schedule-II appended hereto.

³ 5. Qualifications :

(1) The academic and other qualifications of other employees of 'Grade-I' shall be such as may be laid down by the Vice-Chancellor with the approval of the Board provided that the Vice-Chancellor may with the previous approval of the Board appoint a person not possessing the approved qualifications in exceptional cases.

³(2) The academic and other qualifications of other employees in 'Grade II' shall be such as may be laid down by the Vice-Chancellor and of other employees in 'Grade III' and 'Grade IV' shall be such as may be laid down by the appointing authority with the approval of the Vice-Chancellor, provided that the appointing authority may with the approval of the Vice-Chancellor appoint a person not possessing the approved qualifications in exceptional cases.

⁴ Provided that in case of technical services, the academic and other qualifications of the employees of grade I, II, and III shall be such as attached to the posts of Agriculture Officers/Veterinary Officers, Agriculture Supervisors/Laboratory Technicians and Agriculture Assistants Laboratory/Assistants prior immediately to 1-6-1972.

⁴ Provided further that until qualification of other employees are laid down as above the qualifications laid down by the Government of Gujarat for such posts shall be followed.

1 Deleted by the Board of Management on 8/9-11-76

2 Inserted by the Board of Management on 8/9-11-76

3 Revised by the Board of Management on 10-3-'75

4 Passed by the Board of Management on 16-3-1974.

6. Method of Recruitment

(1) All appointments of Grade-I employees shall be made by the appointing authority¹ by selection.

(1-A) All appointments in technical services shall be made by promotion and direct recruitment in the ratio which existed in the posts of Agriculture Officers, Agriculture Supervisors, Agriculture Assistants and Veterinary Officers, Laboratory Technicians, Laboratory Assistants if any immediately prior to 1-6-1972.

²(A) All appointments to the post of other employees in technical services, in Grade II and III in the Vice-Chancellor's office shall be made by the appointing authority on recommendation of the selection committee appointed for the purpose, subject to recruitment rules.

²(B) All appointments to the post of other employees, in Grade II and III in colleges, research stations, farms, extension education and other offices in the zone, shall be made by the appointing authority on recommendation of the selection committee appointed for the purpose, subject to recruitment rules.

(2) All appointments to Grade II except the post of Superintendent³ shall be made 75% of the vacancies by promotion if suitable persons are available and the rest by direct recruitment from open market. If it is not possible to find suitable persons, such number of posts in the 75% quota for promotion shall be thrown to open for direct recruitment from open market.

⁴(3) In the case of appointments to the posts of superintendent, 50% of the vacancies shall be filled-in, by promotion, if suitable persons are available

¹ Words Substituted by the Board of Management on 24-12-75

² Inserted by the Board of Management on 24-12-75

³ Words inserted by the Board of Management on 28-2-77

⁴ Substituted by the Board of Management on 24-5-76

and the rest of the vacancies shall be filled in by direct recruitment from open market. If it is not possible to find suitable persons, such number of posts in the 50% quota for promotion shall be thrown for direct recruitment from open market.

¹(3-A) All appointments to the posts in Grade III, and all appointments to the posts in Grade IV shall be made by promotion only unless the post being in the last category, is required to be filled in by direct requirement.

(4) In the case of promotion to higher posts, the length of service in a comparable post and merit of the candidate concerned will be kept in view by the appointing authority in each case, provided that inter seniority of the transferred employees immediately before 1-6-1972 shall be followed.

² Provided that

³(a) For promotion to the post of a senior clerk the candidate must have put in at least five years service as a junior clerk and must have passed the examination as may be prescribed by the University; and

³(b) for promotion to the post of a Superintendent, a candidate must have put in at least nine years' service in the clerical cadre and during such service must have gained at least five years' experience as a senior clerk/head clerk.

47. Method of recruitment for Grade 'I' and Grade 'II' employees —

The following procedure shall be adopted for appointment of Grade 'I' and Grade 'II' employees :

1 Substituted by the Board of Management on 24-5-'76

2 Inserted by the Board of Management on 24-5-'76

3 Revised by the Board of Management on 28-3-'78 and come into force with effect from 1-7-'78

4 Revised by the Board of Management on 10-3-'75

- (a) The Vice-Chancellor may have the posts advertised with such qualifications as may be fixed and/or invite suggestions and recommendations from such persons/institutions/agencies as he may deem proper.
- (b) After having advertised the posts and received the applications and/or after having obtained the suggestions or recommendations from appropriate persons/institutions and agencies, the Vice-Chancellor may refer them to the Selection Committee.
- (c) The Selection Committee for employees of Grade 'I' and 'II' shall consist of (1)¹ The Director of Campus, Chairman (by rotation or ²for a period as may be appointed by the Vice-Chancellor), (2) Dean of Post-Graduate Studies, (3) Registrar, (4) any other person nominated by the Vice-Chancellor.
- (d) The Chairman of the committee shall cause all applications and/or suggestions or recommendations scrutinised and prepare a list of candidates who shall be either called for interview or considered in absentia.
- (e) After interviewing the candidates or considering them in absentia, as the case may be, the committee shall recommend not more than three names of selected candidates for each post in order of preference.
- (f) After receiving the recommendations of the Selection Committee, the Vice-Chancellor may, if he considers it necessary, request the committee, to recommend additional names.
- (g) The Vice-Chancellor shall either approve the recommendations or will make to selection out of the candidate recommended.
- (h) In the event of Selection Committee being unable to recommend a person who, in opinion of the Vice-

¹ Revised by the Board of Management on 29-9-1973.

² Revised by the Board of Management on 22-12-1973.

Chancellor, is suitable for the post, the Vice-Chancellor shall take such steps as are necessary for filling up the vacancy.

(i) The selection list of the candidates prepared by the Selection Committee shall be valid for a period of one year.

18. Method of recruitment of Grade 'III' and Grade 'IV' employees:

The following procedure shall be adopted for appointment of Grade 'III' and Grade 'IV' employees.

(a) The Director of Campus for employees in the colleges and offices in the zone and Registrar for employees in the Vice-Chancellor's office shall have the posts advertised with such qualifications as may be fixed and/or invite suggestions and recommendations for such persons/institutions/agencies as he may deem proper.

(b) After having advertised the posts and received the applications and/or after having obtained the recommendations from appropriate persons, institutions or agencies the Director of Campus or the Registrar as the case may be refer them to the Selection Committee concerned.

(c) The Selection Committee for employees to the colleges and offices in the zone shall consist of (1) the Director of Campus, Chairman (2) one of the Principal of a college nominated by the Director of Campus (3) Administrative Officer and (4) any other person nominated by the Vice-Chancellor. The Selection Committee for employees in the Vice-Chancellor's office shall consist of (1) the Registrar, Chairman (2) the Comptroller (3) any other person nominated by the Vice-Chancellor.

(d) The Chairman of the committee shall cause all applications and/or suggestions and recommendations scrutinised and prepare a list of candidates who shall be either called for interview or considered in absentia.

(e) After interviewing the candidates or considering them in absentia, as the case may be, the committee shall recommend not more than three names of selected candidates for each posts in order of preference.

(f) After receiving the recommendations, the Director of Campus, or the Registrar, as the case may be, will approve the recommendations or will make his selection out of the candidates recommended, in which case the Director of Campus or the Registrar will record his reasons thereof.

9. Notwithstanding anything contained in the Statute above during the period from 1-6-'72 to 31-5-'74 all the vacancies existing in the posts transferred to the University either from Agriculture Department or Animal Husbandry Department or Institute of Agriculture, Anand or Aliabada School may be filled in from amongst the transferred employees of the Agriculture Department or Animal Husbandry Department or Institute of Agriculture, Anand or Aliabada School as the case may be, according to the rules of recruitment of the Departments/Institute/Aliabada School concerned which were immediately in force from prior to 1-6-1972.
110. Notwithstanding anything contained in Statute 41, the percentage of reservation of posts for recruitment of the scheduled castes and scheduled tribes shall be fixed as under :

Sr. No.	Category	Classification of service and percentage of reservation.			
		Technical services Grade III & IV employees whose minimum starting pay is less than Rs. 650/- p.m.	Other employees (1) in Vice-Chancellor's office and (2) in colleges & offices in the zones i.e. other than technical services.		
		Grade I	Grade II	Grade III	Grade IV
1.	Scheduled Castes	7%	5%	5%	7%
2.	Scheduled Tribes	14%	10%	10%	14%

1 Passed by the Board of Management on 10-3-'75.

(a) The above percentage of reservation of posts shall apply to each category of post of other employees as mentioned above, as and when such posts are advertised.

(b) If at the time of recruitment, sufficient number of candidates are not available according to the prescribed percentage of reservation for either member of scheduled castes or scheduled tribes, these reserved posts shall be treated as unreserved.

111. Reservation for scheduled castes and scheduled tribes in respect of posts to be filled in by promotion.

(1) Notwithstanding anything contained in the foregoing provisions of this Statute, there shall be reservation for the employees belonging to the scheduled caste and scheduled tribes in respect of promotion also. The reservation shall be as per 100 point roster specified in Appendices C, D, E and F appended hereto subject however, to the seniority of such employees among themselves and their suitability for promotion.

(2) The decision as to the suitability or otherwise of an employees shall be taken by the selection committee constituted under this statute for recruitment purpose. In the matter of filling vacancies by promotion during a year, the following procedure shall be followed :

(a) The points mentioned in 100 points roster in respect of different cadres shall be reserved for the employees belonging to the scheduled castes and scheduled tribes. The points in the roster are only for determining the number of vacancies to be reserved for these categories in the total number of vacancies for which a select list is to be drawn. The points in the roster are not for determining seniority. In filling vacancies during a year the appointing authority shall follow the order mentioned in the roster.

(b) Whenever according to the points in the roster, there are any vacancies, reserved for each of the said two classes of employees, separate list shall be drawn up of the eligible candidates from each class and arranged in the order of their interse seniority in the main list.

(c) The suitability of the employees shall be determined by the respective selection committee.

(d) When the select lists of the employees in the general category and of those belonging of scheduled castes and scheduled tribes are prepared by the selection committee, they shall be merged in to a combined select list in which the names of all the selected employees including those belonging to scheduled castes and scheduled tribes shall be arranged in the order of their interse seniority in the original seniority list of the category or grade from which promotion is to be made. The combined select list shall thereafter be followed for filling the vacancies by promotion as and when vacancies occur during the year.

(e) The select list thus prepared would normally be operative for a period of one year, but this period may be extended by six months to enable the appointing authority to promote during the extended period such of the employees included in the list, as could not be appointed to the higher posts during the period of one year.

(f) If the number of suitable candidates belonging to the scheduled caste and scheduled tribes, falls short of the number of vacancies reserved for them during the year, the extended of such short fall shall be reported to the University alongwith proposals, if any, for dereservation of the vacancies in respect of which the short fall has occurred. If on a scrutiny of the data furnished in this regard the Vice-Chancellor¹, is of opinion that any dereservation in respect of any vacancy is necessary the Vice-Chancellor¹ may dereserve such vacancy. The

1 The words substituted by the Board of Management on 26-2-'78.

vacancy so dereserved shall be filled in by another candidate included in the combined select list and the reservation shall be carried forward for subsequent three years.

(3) The isolated posts and small cadres, in the same class and carrying similar status, salary and qualifications in the University may be grouped together for the purpose of giving effect to the roster at the stage of promotion. The group shall be treated as it were a cadre. Such grouping shall include all such posts in the University and a general list of the posts so grouped shall be maintained by the Registrar and whenever any vacancy of any post in the group occurs the appointing authority shall consult the Registrar before filling the vacancy according to the point in the roster.

APPENDIX-C

(See Clause 11 of Statute 41)

Roster for Grade I, II, III and Grade IV, posts to be filled in by promotion at University level, or at zonal level Junagadh for scheduled castes and scheduled tribes on the basis of 7% and 14%.

Points in the roster.	Whether reserved or unreserved.	Point in the roster.	Whether reserved or unreserved.
1.	Scheduled Tribes.	51.	Unreserved.
2.	Unreserved.	52.	Unreserved.
3.	Unreserved.	53.	Unreserved.
4.	Scheduled Castes.	54.	Unreserved.
5.	Unreserved.	55.	Unreserved.
6.	Unreserved.	56.	Unreserved.
7.	Unreserved.	57.	Scheduled Tribes.
8.	Scheduled Tribes.	58.	Unreserved.
9.	Unreserved.	59.	Unreserved.
10.	Unreserved.	60.	Scheduled Castes.
11.	Unreserved.	61.	Unreserved.
12.	Unreserved.	62.	Unreserved.
13.	Unreserved.	63.	Unreserved.

14.	Unreserved.	64.	Scheduled Tribes.
15.	Scheduled Tribes.	65.	Unreserved.
16.	Unreserved.	66.	Unreserved.
17.	Unreserved.	67.	Unreserved.
18.	Scheduled Castes.	68.	Unreserved.
19.	Unreserved.	69.	Unreserved.
20.	Unreserved.	70.	Unreserved.
21.	Unreserved.	71.	Scheduled Tribes.
22.	Scheduled Tribes.	72.	Unreserved.
23.	Unreserved.	73.	Unreserved.
24.	Unreserved.	74.	Scheduled Castes.
25.	Unreserved.	75.	Unreserved.
26.	Unreserved.	76.	Unreserved.
27.	Unreserved.	77.	Unreserved.
28.	Unreserved.	78.	Scheduled Tribes.
29.	Scheduled Tribes.	79.	Unreserved.
30.	Unreserved.	80.	Unreserved.
31.	Unreserved.	81.	Unreserved.
32.	Scheduled Castes.	82.	Unreserved.
33.	Unreserved.	83.	Unreserved.
34.	Unreserved.	84.	Unreserved.
35.	Unreserved.	85.	Scheduled Tribes.
36.	Scheduled Tribes.	86.	Unreserved.
37.	Unreserved.	87.	Unreserved.
38.	Unreserved.	88.	Scheduled Castes.
39.	Unreserved.	89.	Unreserved.
40.	Unreserved.	90.	Unreserved.
41.	Unreserved.	91.	Unreserved.
42.	Unreserved.	92.	Scheduled Tribes.
43.	Scheduled Tribes.	93.	Unreserved.
44.	Unreserved.	94.	Unreserved.
45.	Unreserved.	95.	Unreserved.
46.	Scheduled Castes.	96.	Unreserved.
47.	Unreserved.	97.	Unreserved.
48.	Unreserved.	98.	Unreserved.
49.	Unreserved.	99.	Unreserved.
50.	Scheduled Tribes	100.	Unreserved.

APPENDIX-D

(See Clause 11 of Statute-41)

Roster for Grade II and III and Grade IV posts to be filled in by promotion at zonal level Anand for scheduled castes and scheduled tribes on the basis of 7% and 25%.

Points in the roster.	Whether reserved or unreserved.	Points in the roster.	Whether reserved or unreserved.
1.	Scheduled Tribes.	51.	Unreserved.
2.	Unreserved.	52.	Unreserved.
3.	Unreserved.	53.	Scheduled Tribes.
4.	Scheduled Castes.	54.	Unreserved.
5.	Unreserved.	55.	Unreserved.
6.	Scheduled Tribes.	56.	Unreserved.
7.	Unreserved.	57.	Scheduled Tribes.
8.	Scheduled Tribes.	58.	Unreserved.
9.	Unreserved.	59.	Unreserved.
10.	Unreserved.	60.	Scheduled Castes.
11.	Scheduled Tribes	61.	Scheduled Tribes.
12.	Unreserved.	62.	Unreserved.
13.	Unreserved.	63.	Unreserved.
14.	Unreserved.	64.	Scheduled Tribes.
15.	Scheduled Tribes.	65.	Unreserved.
16.	Unreserved.	66.	Unreserved.
17.	Unreserved.	67.	Scheduled Tribes.
18.	Scheduled Castes.	68.	Unreserved.
19.	Scheduled Tribes.	69.	Unreserved.
20.	Unreserved.	70.	Unreserved.
21.	Unreserved.	71.	Scheduled Tribes.
22.	Scheduled Tribes	72.	Unreserved.
23.	Unreserved.	73.	Unreserved.
24.	Unreserved.	74.	Scheduled Castes.
25.	Scheduled Tribes.	75.	Unreserved.
26.	Unreserved.	76.	Unreserved.
27.	Unreserved.	77.	Unreserved.
28.	Unreserved.	78.	Scheduled Tribes.

29.	Scheduled Tribes.	79.	Unreserved.
30.	Unreserved.	80.	Unreserved.
31.	Unreserved.	81.	Scheduled Tribes.
32.	Scheduled Castes.	82.	Unreserved.
33.	Scheduled Tribes.	83.	Unreserved.
34.	Unreserved.	84.	Unreserved.
35.	Unreserved.	85.	Scheduled Tribes.
36.	Scheduled Tribes.	86.	Unreserved.
37.	Unreserved.	87.	Unreserved.
38.	Unreserved.	88.	Scheduled Castes.
39.	Scheduled Tribes.	89.	Unreserved.
40.	Unreserved.	90.	Unreserved.
41.	Unreserved.	91.	Unreserved.
42.	Unreserved.	92.	Scheduled Tribes.
43.	Scheduled Tribes.	93.	Unreserved.
44.	Unreserved.	94.	Unreserved.
45.	Unreserved.	95.	Unreserved.
46.	Scheduled Castes.	96.	Scheduled Tribes.
47.	Unreserved.	97.	Unreserved.
48.	Unreserved.	98.	Unreserved.
49.	Unreserved.	99.	Unreserved.
50.	Scheduled Tribes.	100.	Unreserved.

APPENDIX-E

(See Clause 11 of Statute 41)

Roster for Grade II, III, and Class IV posts at zonal level Navsari to be filled in by promotion for scheduled castes and scheduled tribes on the basis of 7% and 30%.

Points in the roster	Whether reserved or unreserved	Points in the roster	Whether reserved or unreserved
1.	Scheduled Tribes.	51.	Unreserved.
2.	Unreserved.	52.	Scheduled Tribes.
3.	Unreserved.	53.	Unreserved.
4.	Scheduled Castes.	54.	Unreserved.
5.	Scheduled Tribes.	55.	Unreserved.

6.	Unreserved.	56.	Unreserved.
7.	Unreserved.	57.	Scheduled Tribes.
8.	Scheduled Tribes.	58.	Unreserved.
9.	Unreserved.	59.	Unreserved.
10.	Scheduled Tribes.	60.	Scheduled Castes.
11.	Unreserved.	61.	Scheduled Tribes.
12.	Scheduled Tribes.	62.	Unreserved.
13.	Unreserved.	63.	Unreserved.
14.	Unreserved.	64.	Scheduled Tribes.
15.	Scheduled Tribes.	65.	Unreserved.
16.	Unreserved.	66.	Scheduled Tribes.
17.	Unreserved.	67.	Unreserved.
18.	Scheduled Castes.	68.	Scheduled Tribes.
19.	Unreserved.	69.	Unreserved.
20.	Scheduled Tribes	70.	Unreserved.
21.	Unreserved.	71.	Scheduled Tribes
22.	Scheduled Tribes	72.	Unreserved.
23.	Unreserved.	73.	Unreserved.
24.	Unreserved.	74.	Scheduled Castes
25.	Scheduled Tribes	75.	Scheduled Tribes
26.	Unreserved.	76.	Unreserved.
27.	Unreserved.	77.	Unreserved.
28.	Unreserved.	78.	Scheduled Tribes
29.	Scheduled Tribes	79.	Unreserved.
30.	Unreserved.	80.	Unreserved.
31.	Unreserved.	81.	Scheduled Tribes
32.	Scheduled Castes.	82.	Unreserved.
33.	Unreserved.	83.	Unreserved.
34.	Unreserved.	84.	Unreserved.
35.	Unreserved.	85.	Scheduled Tribes
36.	Scheduled Tribes	86.	Unreserved.
37.	Unreserved.	87.	Unreserved.
38.	Unreserved.	88.	Scheduled Castes
39.	Scheduled Tribes	89.	Scheduled Tribes
40.	Unreserved.	90.	Unreserved.
41.	Unreserved.	91.	Unreserved.
42.	Unreserved.	92.	Scheduled Tribes
43.	Scheduled Tribes.	93.	Unreserved.

44.	Unreserved.	94.	Unreserved
45.	Unreserved.	95.	Scheduled Tribes
46.	Scheduled Castes	96.	Unreserved.
47.	Unreserved.	97.	Unreserved.
48.	Scheduled Tribes.	98.	Scheduled Tribes
49.	Unreserved.	99.	Unreserved.
50.	Scheduled Tribes	100.	Unreserved.

APPENDIX - F

(See Clause 11 of Statute 41)

Roster for Grade II, III and IV posts to be filled in by promotion at zonal level Dantiwada for scheduled castes and scheduled tribes on the basis of 9 % and 14 %.

Point in the roster	Whether reserved or unreserved	Point in the roster	Whether reserved or unreserved
1.	Scheduled Tribes	51.	Unreserved
2.	Unreserved	52.	Unreserved
3.	Unreserved	53.	Unreserved
4.	Scheduled Castes	54.	Unreserved
5.	Unreserved	55.	Unreserved
6.	Unreserved	56.	Unreserved
7.	Unreserved	57.	Scheduled Tribes
8.	Scheduled Tribes	58.	Unreserved
9.	Unreserved	59.	Unreserved
10.	Unreserved	60.	Scheduled Castes
11.	Unreserved	61.	Unreserved
12.	Scheduled Castes	62.	Unreserved
13.	Unreserved	63.	Unreserved
14.	Unreserved	64.	Scheduled Tribes
15.	Scheduled Tribes	65.	Unreserved
16.	Unreserved	66.	Unreserved
17.	Unreserved	67.	Unreserved

18.	Scheduled Castes	68.	Unreserved
19.	Unreserved	69.	Unreserved
20.	Unreserved	70.	Unreserved
21.	Unreserved	71.	Scheduled Tribes
22.	Scheduled Tribes	72.	Unreserved
23.	Unreserved	73.	Unreserved
24.	Unreserved	74.	Scheduled Castes
25.	Unreserved	75.	Unreserved
26.	Unreserved	76.	Unreserved
27.	Unreserved	77.	Unreserved
28.	Unreserved	78.	Scheduled Tribes
29.	Scheduled Tribes	79.	Unreserved
30.	Unreserved	80.	Unreserved
31.	Unreserved	81.	Unreserved
32.	Scheduled Castes	82.	Unreserved
33.	Unreserved	83.	Unreserved
34.	Unreserved	84.	Unreserved
35.	Unreserved	85.	Scheduled Tribes
36.	Scheduled Tribes	86.	Unreserved
37.	Unreserved	87.	Unreserved
38.	Unreserved	88.	Scheduled Castes
39.	Unreserved	89.	Unreserved
40.	Unreserved	90.	Unreserved
41.	Unreserved	91.	Unreserved
42.	Unreserved	92.	Scheduled Tribes
43.	Scheduled Tribes	93.	Unreserved
44.	Unreserved	94.	Unreserved
45.	Unreserved	95.	Unreserved
46.	Scheduled Castes	96.	Scheduled Castes
47.	Unreserved	97.	Unreserved
48.	Unreserved	98.	Unreserved
49.	Unreserved	99.	Unreserved
50.	Scheduled Tribes	100.	Unreserved

42 1 Establishment and maintenance of hostel.

- (i) The Board shall, on recommendation of the Vice-Chancellor, establish hostels for all the students of the University. No hostel shall be abolished without approval of the Board.
- (ii) In addition to the hostels maintained the University may recognise privately maintained places as hostels, provided such places offer living comforts, sanitation and proper atmosphere for study and satisfy such conditions as may be laid down by the Vice-Chancellor in consultation with the Student Council and provided that the Director of Student Affairs certified that such buildings are fit for hostels and that they comply with required conditions.
- (iii) No student of the University shall be permitted to reside outside the hostel maintained or recognised by the University except with the permission of the Director of Student Affairs.
- (iv) Rules for application for hostel accommodation, allocation of room space, charging of hostel fees and deposits provision of reasonable comforts, responsibility of students for proper unkeep of the hostel properties and furniture, observance of discipline and powers and functions of Rectors / Assistant Rectors, shall be laid down by the Vice-Chancellor in consultation with the Students Council.

To provide for the establishment and maintenance of colleges, hostels, libraries, laboratories, experimental farms, research institutes and other facilities.

2 Establishment and maintenance of libraries.

- (i) The Board shall, on recommendations of the Vice-Chancellor, establish central library and libraries in colleges / research and experimental stations / other institutions in the University. No library shall be abolished without the approval of the Board.
- (ii) The libraries so established shall be maintained and library services will be developed in consultation with Library Council.

- (iii) Rules for library membership, use of books and reading facilities, use of other library services, powers and function of the library staff shall be laid down by the Vice-Chancellor in consultation with the Library Council.
3. Establishment and maintenance of research stations, experimental farms, research institutes and other facilities for carrying out the purposes of the Act.
- (i) The Board shall, on recommendation of the Vice-Chancellor establish research stations, experimental farms, research institutes and other facilities for carrying out the purposes of the Act. No research station, experimental farms, research institute and other facilities shall be abolished without the approval of the Board.
- (ii) Research shall be carried out throughout the State of Gujarat directed primarily to the problems of agriculture and allied sciences for the purpose of aiding the development of agriculture and for the benefit of the rural population of the State.
- (iii) The Director of Research shall be responsible for the initiation, organisation and conduct of research programmes as also be the Principal Liaison Officer for advised by the Research Council. He shall dealing with co-ordinated research projects of the ICAR and other agencies.
- (iv) Rules for administrative control over (i) research staff (ii) research funds allotted for the purpose (iii) all physical properties, facilities, and materials assigned by the University for the pursuit of research programmes and powers and functions of the research staff shall be laid down by the Vice-Chancellor with the approval of the Board of Management.
4. Establishment and maintenance of agricultural polytechnics, agricultural schools, farmers' training centre, gramsevak training centers, home science schools, ba-

king school, stockman training centres, workshop wings and other facilities for extension education and training.

- (i) The Board shall, on recommendation of the Vice-Chancellor establish agricultural polytechnics, agricultural schools, farmers' training centres, gramsevak training centres, home science schools, baking schools, stockman training centres, workshop wings and other facilities for extension education and training for carrying out the purposes of the Act. No agricultural polytechnics, agricultural school, farmers' training centre, gramsevak training centre, home science school, baking school, stockman training centre, workshop wing or other facilities for extension education or training shall be abolished without the approval of the Board.
- (ii) Agricultural extension education activities in the State shall be carried out to communicate and demonstrate to cultivate the findings and development of agricultural research on improved practices, essential to improve rural living and to increase agricultural production with special emphasis on food production and utilisation.
- (iii) The Director of Extension Education shall be responsible for initiation, organisation and conduct of all extension education programmes as advised by the Extension Education Council. He shall also be the Principal Liaison Officer for co-ordinated extension education programmes with departments and other agencies.
- (iv) Rules for administrative control over (i) extension education staff (ii) funds allotted for the purpose (iii) all physical properties, facilities and materials assigned by the University for the pursuit of the programmes and powers and functions of extension education staff shall be laid down by the Vice-Chancellor with the approval of the Board.

5. Establishment and maintenance of employee housing.

- (i) The Board may, on recommendation of the Vice-Chancellor, procure, construct, own, take on lease and use houses for University employees as may be found necessary for proper functioning of the University. It may also provide for health, sanitation, recreational and other ancillary facilities as may be recommended by the Vice-Chancellor in consultation with the housing committee.
- (ii) Rules for allotment of houses may be laid down by the Vice-Chancellor in consultation with the housing committee. The Housing Committee may allot houses in accordance with the rules.

6. Establishment and maintenance of other amenities.

- (i) The Board may, on recommendation by the Vice-Chancellor and the Students Council, provided canteens, cafeterias, health, recreational, shopping and other ancillary facilities as may be deemed by the Board to be in the best interest of the students and the campus community.
- (ii) Rules for running and maintenance of canteen, cafeterias, health, recreational, shopping and other facilities shall be laid down by the Vice-Chancellor in consultation with the Student Council and the Co-ordination Council.
- (iii) The rules shall administered by the Director of Student Affairs and/or such other officer or person as may be authorised by the Vice-Chancellor.

142-A The Gujarat Agricultural University Employees (Housing accommodation) Rules, 1977 shall be as specified in Schedule-XXVII.

2 Conferring degree, diplomas and other academic distinctions.

43

1. Grant of degree

The University shall grant :

- (i) Degree of Bachelor of Science in various disciplines of agriculture, animal husbandry and veterinary and dairy.

1 Inserted by the Board of Management on 25-7-'77

2 Passed by the Board of Management on 6-8-1973.

- (ii) Post-graduate degree of Master of Science and Doctor of Philosophy in the various disciplines of agriculture, animal husbandry and veterinary and dairy.
- (iii) Diploma in Dairy Technology.
- (iv) Such other degrees and diplomas in discipline in agriculture in allied science as the Board may approve from time to time.

2. Conferment of Honorary Degree.

- (i) The University shall, subject to confirmation by the Chancellor, have power to confer honorary degrees and other academic distinctions on the recommendations of the Academic Council.
- (ii) All proposals for the conferment of honorary degrees shall be made to the committee consisting of the Vice-Chancellor and the Deans/Associate Deans and shall, on acceptance by the committee, be placed before the Academic Council and the Board of Management for approval.
- (iii) The proposal, after approval by the Board, shall be submitted to the Chancellor for confirmation.

3. Convocation.

- (i) All degrees, diplomas and honorary degrees shall be conferred by the University either at a convocation in absentia.
- (ii) A convocation for conferring degrees shall be held at least once every year on a date to be fixed by the Vice-Chancellor with the previous approval of the Chancellor.
- (iii) The procedure for convocation shall be such as may be prescribed on recommendation made by the Academic Council.

4. Award of Medals.

The Vice-Chancellor may, in accordance with the regulation made by the Academic Council and upon a recommendation made to him by the Council in that behalf, award medal to the recipient either at a convocation or in absentia or at any other occasion arranged by the University.

5. Award of Certificate Chair of Honorary Professorship.

- (i) The Board of Management may, on the recommendation of the Academic Council confer chair of honorary professorship on distinguished retired men of science or literature. The person recommended for the chair must have made outstanding contribution in his field.
- (ii) The honour so conferred shall be enjoyed by the persons concerned for a period of five years. However, the Board of Management may, on the recommendation of the Vice-Chancellor extend the term for another period upto three years.
- (iii) No honorary professor by virtue of his position, shall be entrusted with any administrative duties not shall hold any office or *ex-officio* position in the University.
- (iv) The honorary professor shall be free to carry on research at any campus or on any research station of the University as may be approved. While conferring the chair, he shall be provided with such facilities for a research as are normally provided to professor/research scientist in the University:
- (v) The chair shall be conferred for a specific field or subjects and the honorary professor shall bear designation according to the field of or subject for which chair is created.

- (vi) The honorary professor may accept and guide research work of students admitted for Ph.D. degree in the University for such subject and in such manner as may be approved by the Academic Council in this behalf.
- (vii) The honorary professor may hold seminars and give lectures as may be approved by the Dean of the faculty concerned.
- (viii) The honorary professor may be paid such honorarium and travelling allowance as may be fixed by the Board of Management in each case, provided that the honorarium shall not exceed Rs. 1000/- per month.

6. Withdrawal of Degrees/Diploma etc.

The Board may, on the recommendation of the Academic Council, after providing an opportunity to the concerned person to explain his action or to be heard in person, withdraw a degree, diploma, certificate or other academic distinction conferred by the University, provided that the withdrawal of an honorary degree shall be after the confirmation of the Chancellor.

1 44. (1) There may exist within but not as an authority of the University, an organisation to be known as the Gujarat Agricultural University Alumni Association.

Alumni
Association

(2) Persons who have received and continue to hold degree from the Gujarat Agricultural University shall be eligible for full membership of the association and University degree holders, under the guidance of the Vice-Chancellor, may establish such an association according to bye-laws approved by the Board.

1 45. There may exist within, but not as an official authority of the University, organisations of the students body in each college to be known as Student Union and an organisation of the students body to be known as the University Students Union and an organisation of the

Students
Union.

guidance of the Director of Students Affairs, adopt a constitution and bye-laws for Students Union in the colleges and submit such proposal through the Principals of the colleges concerned to the Director of Student Affairs. Enrolled students may also, under the guidance of the Director of Student Affairs, prepare a constitution and bye-laws for the University Students Union. The Director of Student Affairs on receiving the constitution of the Students Union and the University Students Union shall cause them and place before the Council, the students may or student affairs. If approved by the Council, the students may adopt such constitutions and bye-laws of the Students Union and the University Students Union as the case may be and carry out responsibilities and functions prescribed therein. Amendments in the constitutions and bye-laws of the Students Union and the University Students Union may be considered by the Council for Students Affairs and the Students Union as well as University Students Union shall adopt to the constitution and bye-laws as approved by the council.

**Scholarship
Fund and
Students
Loan Fund**

146. (1) The University shall establish and maintain a scholarship fund from which, funds may be granted to an enrolled student :
- (a) to assist him in meeting the expenses while attending the University and/or;
 - (b) as an award to him for outstanding performance in the University.
- (2) The University shall establish a Student Loan Fund from which funds may be provided as loan to an enrolled student when such assistance is needed to help him to meet the cost of attending the University.
- (3) The Academic Council shall make regulation governing the operation of the Scholarship Fund and Students Loan Fund with the approval of the Board of Management.

147. (1) There shall be a Student Aid Fund in every college of the Gujarat Agricultural University for sanctioning grants to needy students so as to meet their tuition fees, examination fees, expenditure on purchase of books, medical aid, hostel, mess and similar other emergent expenditure as per rules to be laid down by the Vice-Chancellor in consultation with the Council for Student Affairs.
- (2) The funds for the Student Aid Fund will be raised from following sources :
- Contribution of one rupee per student per term.
 - Contribution from the staff on voluntary basis.
 - Donation from the public.
 - Raising funds through entertainment and such other means.
 - Punitive type fines collected from the students.
 - Contribution from the University Grants Commission/ Indian Council of Agricultural Research/Gujarat Agricultural University and such other statutory bodies.
248. (1) There may exist within, but not as an official authority of the University, an association of the University employees or associations of distinct class of the University employees to be known as Gujarat Agricultural University Employees Association or Association of Gujarat Agricultural University Employees of distinct class to be designated as such. Enrolled members may, in accordance with the model constitution and in manner prescribed under the rules to be framed by the Vice-Chancellor with the approval of the Board, adopt a constitution/bye-laws and apply to the Registrar for recognition.
- (2) The Registrar shall, after examining that the conditions specified in the rules are satisfied, submit the same to the Vice-Chancellor, and the Vice-Chancellor may, after such inquiry as he deems fit, grant recognition to an association, with the approval of the Board.

Student Aid
Fund

Recognition
for the
Association of
the employees
of the
University.

Passed by the Board of Management on 22-3-'74

Passed by the Board of Management on 16-3-'74

- (3) An association, to be eligible for recognition shall—
- (i) be an association of University employees or employees of a distinct class of University employees.
 - (ii) be open for membership to every University employees or employee belonging to a distinct class.
 - (iii) not have as its member any person who is not a University employee.
 - (iv) have membership of at least twentyfive per cent of the total number of employees or employees of a distinct class as the case may be.
 - (v) not be connected with any political party or organisation engaged in any political activity.
 - (vi) not pay or contribute towards any expenses incurred in connection with election or by a candidate for such election by any means support the candidates for such election, undertake or assist in the selection for such election, and maintain or contribute towards the maintenance of any member of a legislative or of any member of local authority or body, whether in India or elsewhere.
- (4) An association to which recognition is granted shall be a recognised association.
- (5) ¹(i) No representation or deputation shall be received by the University or any of its authorities from any association which is not recognised.
- (ii) No representation or deputation shall be received by the University or any of its authorities from any recognised association except in the matter which is or raises questions which are of common interest to the employees or a distinct class of employees represented by the association and it shall not be open to the association to represent on behalf of individual members.

Provided that individual case of University employees may be taken up by the association if it involves question of general policy.

(6) No employee can be a member of more than one association at a time.

1 49. The form for a written contract for the appointment of salaried officer and teacher of the University shall be as prescribed in schedule XVII.

Contract form
for Office/Teacher

2 50. The foundation fund shall be maintained and utilised in accordance with the Gujarat Agricultural University foundation fund rules contained in schedule XXIII.

2 51. Fees for Post-graduate Studies.

The fees payable by each candidates on admission to post-graduate studies shall as follow :

Prescribing
fees for
different
courses of
studies

(1) Fees to be paid alongwith application.	
Application fee (Refundable)	Rs. 10-00
(2) First Registration Fee. Caution Money (Refundable)	Rs. 50-00
Hostel Deposit (Refundable) for resident students.	Rs. 75-00
Mess Deposit (to be adjusted in the food bill of the last months' of the year)	Rs. 100-00
(3) Fees to be paid annually in the beginning of old semester : For all students.	
Identity card.	Rs. 1-00
Magazine.	Rs. 5-00
Student aid fund	Rs. 2-00
Post share charges.	Rs. 5-00
(4) Semester fees to be paid at the beginning of each semester.	
Registration fee.	Rs. 2-00
Tuition fees including laboratory fees.	Rs. 150-00
Fees for sports.	Rs. 10-00
Fees for cultural activities.	Rs. 5-00
Examination fees.	Rs. 50-00
Hostel-room fees.	Rs. 60-00

1 Passed by the Board of Management on 8-6-'74

2 Passed by the Board of Management on 10-3-'75.

- (5) Electricity deposit to be adjusted in the electricity consumption bill of the hostel as determined by the rector. Rs. 50-00
- (6) For summer session (to be paid only those who have to attend summer session). Rs. 50-00
 Tuition fees including laboratory fees. Rs. 75-00
 Hostel-room fees. Rs. 30-00
- (7) If a student is required to extend his residential requirement of 4 semesters for master's degree and requirement of 6 semester for Ph.D. degree due to non-fulfilment of requirement as mentioned in regulation 6.1 and 6.2, he will have to pay 50 per cent of his tuition fees including laboratory fees and full hostel fees for every additional semester.
- (8) Fees once paid shall not be refunded unless otherwise specified above and as per decisions by the Committee of Deans and Associate Deans from time to time and shall be transferable in the case of change of college by a student within the Gujarat Agricultural University.
- (9) On demand from the student within one year of leaving of study caution money and refundable deposits may be refunded by the Principal.

Each student is expected to become a member of the student co-operative society or store if any.

Fees for Under-Graduates Studies i.e. for B.Sc. (Agri.) Degree Course B.V.Sc. & A.H. Degree Course and B.Sc. (D.T.) Degree Course.

The fees payable by each candidate on admission to under-graduate studies namely, B.Sc. (Agri.) degree course, B.V.Sc. & A.H. degree course and B.Sc. (D.T.) degree course, shall be as follows :

- (1) Fees to be paid alongwith application
 (i) Application fee (Non Refundable) Rs. 5-00
- (2) Fees to be deposits for all new students to be paid once at the time of first registration.

Part III
GUJARAT AGRICULTURAL UNIVERSITY
Appendices and Schedules to
First Statutes

**GUJARAT AGRICULTURAL UNIVERSITY
APPENDICES AND SCHEDULES
TO FIRST STATUTES**

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27.	Gujarat Agricultural University employees (housing accommodation) Rules, 1977	XXVII	436-452
28.	List of places at which bad climate allowances shall be paid	XXVIII	453-454
29.	Gujarat Agricultural University (revision of pay) Rules, 1976	XXIX	455-483
30.	Gujarat Agricultural University (Security from employees) Rules, 1977	XXX	484-504
31.	Gujarat Agricultural University Departmental Examination in Accounts Rules	XXXI	505-517
32.	Gujarat Agricultural University (use of Auditorium) Rules, 1978	XXXII	518-520
33.	Gujarat Agricultural University (use of sports places) Rules, 1978	XXXIII	521-523

APPENDIX A

(See Statute 28)

DELEGATION OF POWERS

Explanatory Note :

- (1) "Appointing Authority" means the authority to whom the powers of appointment are delegated under items 1 to 3 of Appendix-A.
- (2) "Other Employee" means the employee of the University other than "Officer of the University" and a "Teacher".
- (3) "Zone" means the following four divisions comprising institutions, colleges, schools, farms, research stations etc. located in the districts indicated against each;
 - * Zone-1 : Districts of Rajkot, Jamnagar, Junagadh, Amreli, Bhavnagar, Surendranagar and Kutch.
 - Zone-2 : Districts of Kheda, Vadodara and Panchmahals.
 - Zone-3 : Districts of Surat, Bulsar, Bharuch and Dangs.
 - Zone-4 : Districts of Ahmedabad, Gandhinagar, Mehsana, Sabarkantha and Banaskantha.
- (4) "Leave Sanctioning Authority" means the authority to whom the power to sanction leave has been delegated vide column 3 shown against item No. 21 of the statement of delegation of powers.
- * (5) "Assistant Research Scientist (Agronomy)" means a person in charge of the farm.
- * (6) "Head of Units" means the following :
 1. Principal of Agricultural College.
 2. Principal of Dairy Science College, Veterinary and Animal Husbandry College.
 3. Extension Educationist, Extension Education Institute, Anand.

* Revised by the Board of Management on 7-12-'78

4. Research Scientist (Cotton).
5. Research Scientist (Millet).
6. Research Scientist (Wheat).
7. Research Scientist (Rice).
8. Research Scientist (Oil Seeds).
9. Research Scientist (Sugarcane).
10. Research Scientist (Agricultural Engineering).
11. Research Scientist (Dry Farming).
12. Research Scientist (Soil Science).
13. Professor of Agricultural Chemistry
14. Research Scientist (Genetics & Breeding), Baroda.
15. Research Scientist (Livestock).
16. Research Scientist (Arid & Semi-Arid Zone Problems).
17. Research Scientist (Seed Technology).
18. Project Co-ordinator (Tobacco), All-India Co-ordinated Research Project on Tobacco, Anand.
19. Programme Executive (Research) Junagadh/Anand/Navsari/Sardar Krushinagar.
20. Professor of Agronomy.
21. Professor of Agricultural Entomology.
22. Professor of Plant Pathology
23. Professor of Agricultural Botany.
24. Professor of Agricultural Economics.
25. Professor of Horticulture.
26. Professor of Engineering and Tecnology (Rural Engineering).
- 27.
28. Training Organiser, Krushi Vigyan Kendra, Deesa.
29. Any other teacher in charge of the office who may be declared as a unit by the Vice-Chancellor, provided that the Board of Management shall be informed of such declaration as soon as Possible.

• Deleted by the Board of Management.

* (7) "Head of Office" means the following :

1. Head of Unit.
2. Accountant.
3. Administrative Officer.
4. Associate Extension Educationist (Gramsevak Training Centre).
5. Assistant Research Scientist (Agronomy).
6. Officer incharge of various research stations.
7. Asstt. Extension Educationist (Agricultural School).
8. Asstt. Extension Educationist (Home Science).
9. Campus Engineer in the zone.
10. Programme Executive (Research), Sardar Krishinagar/Ahmedabad.
11. Asstt. Research Scientist (Agricultural Botany), Sardar Krishinagar.
12. Scientist, GSFC Chair, Navsari.
13. Any other officer who may be declared as such by the Vice-Chancellor.

The delegation of powers as contained in Appendix A to First Statutes shall be exercised by the competent authorities as specified in the said Appendix subject to Act, Statutes and Rules; and budget provision and general instructions issued from time to time.

**Statement of Revision of Delegation of Powers under Statute 28 approved by the Board of Management
vide Resolution No. Sp-7.4 dated 7-5-78.**

<i>Sr. No.</i>	<i>Name of Powers</i>	<i>To whom to be delegated</i>	<i>Extent of powers to be delegated</i>
1	2	3	4

1. Power to appoint

(i) Officers of the University, except (a) Vice-Chancellor (b) Director of Campuses	Vice-Chancellor	Full-On recommendation of the Selection Committee for the purpose under the Statute and subject to approval of the Board of Management.
---	-----------------	---

(ii) Principals of Colleges	Vice-Chancellor	-do-
-----------------------------	-----------------	------

2. Power to appoint teachers other than Principals :

(i) Professors/Associate Professors and their equivalent	Vice-Chancellor	Full-On recommendation of the Selection Committee inclusive of Deans, Directors of Campuses appointed for the purpose under Statutes and subject to approval of the Board of Management.
--	-----------------	--

(ii) Asstt. Professor and their equivalent	Director Campus	Full-On recommendation of the Selection Committee appointed for the purpose under Statutes and subject to recruitment rules.
--	-----------------	--

(iii) Lecturers/Equivalent Technical Officers and Director of Campus their equivalent
 Full-On recommendation of the Selection Committee appointed for the purpose under Statutes and subject to recruitment rules.

Remarks : All the Directors of Campuses will sit together as and when for finalising of the selection of candidates.

3. Power to appoint other employees :

(A) Technical services

- (i) Garde I posts Vice-Chancellor) Full-On recommendation of the Selection Committee appointed for the purpose under the Statutes and subject to recruitment rules.
- (ii) Garde-II & III posts in Vice-Chancellor's Office Registrar)
- (iii) Garde II & III in the zone Director of Campus) - do -

(B) Ministerial and other services

- (i) Garde I & II posts Vice-Chancellor Full-On recommendation of Selection Committee inclusive of all Directors of Campuses appointed for the purpose under the Statutes and subject to recruitment rules.
- (ii) Grade-III & IV posts Director of-Campus Full-For zones on recommendation of Selection Committee app-

1	2	3	4
(C) Grade III and IV posts	Registrar	ointed for the purpose under the Statutes and subject to recruitment rules.	Full-For Vice-Chancellor's office on recommendation of the Selection Committee appointed for the purpose under the Statute and subject to recruitment rules.
4. Power to create temporary posts	Appointing authority with the approval of Vice-Chancellor	Full-Subject to the conditions that :	<ul style="list-style-type: none"> (i) cost of such posts in any year should not exceed 2.1/2% of the cost in the year for sanctioned posts of the category; (ii) the funds are available in the sanctioned grant; and (iii) the posts are created for a period not exceeding six months in each case.
5. Power to effect transfer of teachers	<ul style="list-style-type: none"> 1. Vice-Chancellor 2. Director of Campus 3. Unit Head 	<ul style="list-style-type: none"> Full Full-within the Zone. Full-within the Unit. 	

6. Power to effect transfer of other employees

**(A) Technical service
Grade-I, II, III**

- | | | |
|---------------------|--------------------|------|
| (a) Inter Zone | Vice-Chancellor | Full |
| (b) Within the Zone | Director of Campus | Full |
| (c) Within the Unit | Unit Head | Full |

(B) Ministerial and other services of

- | | | |
|---|--------------------|---------------------|
| (a) Grade-I, II, III and IV | Vice-Chancellor | Full-for inter Zone |
| (b) Grade-I, II, III and IV in the Zone | Director of Campus | Full |
| (c) Grade-I, II, III and IV in the Unit | Unit Head | Full |
| (d) For Vice-Chancellor's office | | |
| (i) Grade I and II | Vice-Chancellor | Full |
| (ii) Grade III and IV | Registrar | Full |

7. A. Power to give permission to attend conferences, meetings, seminars, workshop etc. outside the State but within the country.

Vice-Chancellor	Full-Report of the visits to be submitted.
-----------------	--

7. B. Power to give permission to officers and other employees for the business of the University outside the State but within the country.

(i) Vice-Chancellor	Full-for the Vice-Chancellor's office.
(ii) Director of Campus	Full-for zones for not exceeding six days.

1

2

3

4

8. Power to give permission to attend conferences, meetings, seminars and other business of the University outside the zone but within the Gujarat State.

(i) Officers

Officers

Full-With the previous intimation to the Vice-Chancellor.

(ii) Teachers/Technical services of Grade I, II & III

Principal/Res. Scientist or Extensionist I/c activities.

Full-In consultation with Director of Campus.

(iii) Other employees

(a) In the Vice-Chancellor's Office

Officer concerned

Full-Not exceeding six days

(b) In the office of the zone.

Head of office concerned

Full-In consultation with Director of Campus.

-8A.

9. Power to fix headquarters of any post within the University jurisdiction.

Vice-Chancellor

Full

9.A Power to shift the headquarters temporarily for period not exceeding six month.

Appointing Authority

Full

10. Power to make officiating appointment in the

Appointing

Full-Provided the training period

Deleted

place of officers, teachers and other employees deputed for training.

Authority

exceeds 30 days

11. Power to sanction remuneration to authors for preparation and writing text books and reading material connected with Agricultural University.

Vice-Chancellor

Full-Subject to rules framed in this behalf

12. Power to allow acceptance of honorarium, remuneration by (the honorarium should not exceed 20 per cent of salary in a year)

(i) Officers/Principals

Vice-Chancellor)

Subject to provision of Statute-39.

(ii) Teachers

Director of Campus)

(iii) Other employees

(a) In the Vice-Chancellor's Office

Registrar)

(b) In the Zone

Director of Campus)

13. Power to depute for training courses, short term training and to sanction duty pay and allowance during such period of training to

(i) Officers

Vice-Chancellor

Full-Subject to provision made in the Statutes.

1	2	3	4
(ii) Teachers for approved training by the University	Vice-Chancellor	Full-Subject to provision made in the Statutes.	
(iii) Teachers for short-term training (less than three months)	Director of Campus	Full-Subject to provision made in the Statutes.	
(iv) Other employees			
(a) In the Vice-Chancellor's Office (Less than three months)	Registrar	Full-Subject to provision made in the Statutes.	
(b) In the offices in the zone (Less than three months)	Director of Campus	Full-Subject to provision made in the Statutes.	
14. Power to execute contract of			
(i) service rendered under Section-42 of the Act.	Registrar	Full	
(ii) Power to execute contract entered by students of Agricultural School.	Assistant Extension Educationist (Agril. School)	Full	
(iii) Power to execute contract entered under other stipendary training course	Head of Office/ Unit Head	Full	
15. Power to sanction expenditure for prizes	Head of Unit	Full	

of Management

- (i) Power to sanction expenditure on account of inter-collegiate debate competition.)
(ii) Inter-collegiate and inter-University sports tournaments) Principals)
(iii) Inter-collegiate essay writing competitions)
(iv) Inter-collegiate cultural competitions.)

Full-Subject to norms laid down in this behalf and subject to budget provision.

15A. Power to sanction expenditure on account of debate competition, sports, essay writing and cultural activities etc. for terminal course. Unit Head

16. Power to sanction expenditure on demonstration on implements, improved seeds, fertilizers etc. Head of Unit Full-Subject to budget provision.

17. Power to sanction expenditure on agricultural fairs and exhibitions and Farmers' Day and other functions including transport charges, T. A. of temporary staff and contingent expenditure etc. 1. Vice-Chancellor Full
2. Director of Extension Education Within the limit of sanctioned budget.
3. Director of Campus Limited within the budget provision not exceeding Rs. 1000/- on each occasion and upto Rs. 5000/- in a year for each college.

1	2	3	4
		4. Unit Head	Full-concerning the normal activity of University within the sanctioned budget.
18.	Power to issue certificate to the effect that an officer, teacher or other employee would have continued to officiate on the posts had he not proceeded on leave.		
	(a) When substitute is appointed during leave period	Appointing Authority	Full
	(b) When no substitute is appointed during leave period	Leave Sanctioning Authority	Full
19.	Power to fix		
	(a) initial pay of officer, teachers and other employee	Appointing Authority	Full-as per provision made in Gujarat Agricultural University service rules with the concurrence of the Chief Accounts Officer/- Accountants as the case may be.
	(b) Normal increment	Head of Unit/ Office	Full
	(c) Crossing efficiency bar	Appointing Authority	Full-Power to withheld the crossing of the E. B. will be under discipline and conduct rules.

20. Power to sanction death-cum-retirement gratuity to the employees of the Institute of Agriculture, Anand who are governed by the rules of the said Institute.	Chief Accounts Officer	Full
20A. Power to sanction payment of gratuity to the University employee.	Chief Accounts Officer	Full-Subject to Gujarat Agricultural University Employees Pension Rules.
21. Power to sanction leave of all kinds including special ailment leave like T. B., Cancer etc.		
(i) Officers	Vice-Chancellor	Full-Subject to limits laid down in Gujarat Agricultural University Employees Leave Rules.
(ii) Teachers and other employees when substitute is to be appointed	Appointing Authority	Full-Subject to limit laid down in the Gujarat Agricultural University Employees Leave Rules.
(iii) Teachers and other employees, when no substitute is to be appointed		
(a) In the zone	1. Director of Campus	Full-Subject to limits laid down in the Gujarat Agricultural University Employees Leave Rules.
	2. Head of Unit/ Head of Office (except self)	For the staff working under him.

1	2	3	4
	(b) In the Vice-Chancellor's Office	Registrar	Full-Subject to limits laid down in the Gujarat Agricultural University Employees Leave Rules.
22.	Power to appoint substitute in leave vacancy exceeding 30 days.	Appointing Authority	Full-Provided substitute is appointed from the approved select list.
23.	Power to allow travel by air	Vice-Chancellor	Full-Subject to Travelling Allowance Rules.
24.	Power to sanction full daily allowance on tour		
	(i) Officers	Vice-Chancellor)	Full-Subject to limit laid down in the Gujarat Agricultural University Employees Travelling Allowance Rules.
	(ii) Other employees in the Vice-Chancellor's Office.	Registrar)	
)	
	(iii) Teachers and other employees in the Zone	Director of) Campus concerned)	
25.	Power to make arrangement for temporary additional charge or current charge of the post and to sanction additional pay upto 10%.	Leave Sanctioning Authority	Full-Subject to limit laid down in Rule 55.1 of the Gujarat Agricultural University Employees (Service)
26.	Power to countersign T.A. bills of the		
	(i) Officers	Self	Full

	(ii) Professors/Associate Professors or their equivalent.	Self	Full
	(ii) Asstt. Professors/Instructors or their equivalent and technical services.	Head of Unit Head of Office/ Accountant	Full-In respect of employees working under them.
	(iv) Other employees in the University office and zonal office.		
	(a) In Vice-Chancellor's office	Officers of the University	Full-For the employees working under the respective officers.
	(b) In the zone	Head of Unit/ Head of Office/ Accountant	
27.	Power to sanction ordinary GPF advance		
	(i) In the Vice-Chancellor's office	Head of Office (including self)	
	(ii) In the zone	Head of Unit/ Head of Office	Full-Subject to the Gujarat Agricultural University Employees PF Rules.
28.	Power to sanction special GPF advance		
	(i) For Vice-Chancellor's office	Registrar)	Full-Subject to the Gujarat Agricultural University Employees Provident Fund Rules.
	(ii) For zone	Administrative) Officer	

1	2	3	4
29,	Power to sanction final withdrawal from the University GPF/Contributory Provident Fund.	Chief Accounts Officer	Full
30.	(a) Power to sanction all non-interest bearing advances not included in (b) below		
	(i) In Vice-Chancellor's office	Registrar	
	(ii) In zone	Head of Office/ Unit Head	Full-Subject to the rules framed in this behalf.
	(b) Power to sanction advance on transfer or in connection with tours/training for University work.		
	(i) In Vice-Chancellor's office		
	(a) For officers	Self	Full-Subject to the rules framed in this behalf.
	(b) For others	Officer of the University	Full-For the employees working under him, subject to rules framed in this behalf.
	(ii) In zone	Head of Office/ Unit Head	Full-Subject to rules framed in this behalf.

30A. Power to sanction interest bearing advances

Competent authority as specified in Statute namely 27-A (5), 27-A (6) and 27-A (20) and such other Statutes that may be prescribed hereafter.

Full-subject to the provision made in respective rules.

31. Power to sanction recurring expenditure on engaging employees on vacant posts

- (i) When the salary exceeds Rs. 300/-p.m. in each case Vice-Chancellor Full)
- (ii) When the salary does not exceed Rs. 300/-p.m. in each case :) Provided there is no available candidates on the selection list.

 - (a) In Vice-Chancellor's office Registrar Full)
 - (b) In offices in zone Director of Campus Full)

32. Power to sanction purchase of

- (i) Dead stock furniture and fixtures. Vice-Chancellor Full

1	2	3	4
---	---	---	---

(a) For colleges and offices in the zone	Director of Campus	Full-Within the sanction budget and prescribed policy and norms laid down by the centrally administered purchase unit of campus level.
(b) For Vice-Chancellor's office	University Engineer	Upto Rs. 25,000/- in aggregate per annum subject to the prescribed procedure and norms fixed and budget provision.
(ii) Type writers	Vice-Chancellor	Full
(a) For colleges and offices in the zones	Director of Campus	Within the sanctioned budget and prescribed policy, procedure and norms laid down by the centrally administered purchase unit at campus level.
(b) For Vice-Chancellor's office	University Engineer	Upto Rs. 20,000/- in aggregate per annum subject to the prescribed procedure and norms fixed and budget provision.

(iii) Duplicator	1. Vice-Chancellor 2. Director of Campus	Full For zone within the budget provision and subject to purchase policy and procedure.
(iv) Calculating machine	1. Vice-Chancellor 2. Director of Campus	Full For zone within the budget provision and subject to purchase policy and procedure.
33. Power to sanction expenditure in connection with free residential accommodation to the Director of Campus.	Vice-Chancellor	Full-Subject to norms approved by the Board of Management,
34. Power to sanction purchase of new equipments and machinery including workshop/farm machinery and equipments, including teaching aids.	1. Vice-Chancellor 2. Director of Campus 3. Unit Head	Full-Subject to budget provision and purchase policy laid down in this respect. Within the limit of Rs. 20,000/- subject to budget provision and purchase policy. Within the limit of Rs. 5,000/-
35. Power to sanction purchase of scientific instruments, glass wares, chemicals, drugs, medicines and other consumable articles.	1. Vice-Chancellor 2. Director of Campus 3. Unit Head	Within the limit of budget provision and purchase policy laid down in this respect. Within the limit of Rs. 50,000/- within the budget. Within the limit of Rs. 5000/-

* deleted.

1	2	3	4
36.	Power to fix agency for the purchase of -		
	(A) the items for which rates contracts are fixed by the University.	University Engineer	Full-Subject to approval of the rate contracts by the Central Purchase Committee
	(B) the items not included in (A) above		
	(a) For University office		
	(i) the items costing above Rs. 25,000/- per item.	Vice-Chancellor	Full-As recommended by Central Purchase Committee,
	(ii) the items costing above Rs. 1000/- per item but upto Rs. 5000/- per item	Vice-Chancellor	) Full-Subject to the laid down procedure, principles and policy of purchase.
	(iii) the items costing upto Rs. 1000/- per item	Officers concerned)
	(b) For zones		
	(i) the items costing above Rs. 25,000 per item	Zonal Purchase Committee	Full
	(ii) the item costing above Rs. 2000/- per item	Director of Campus	Full-Subject to the laid down procedure, principles and policy of purchase.

(iii) The item costing up to Rs. 1000/- per item.	Unit Head	Limited—subject to the laid down procedure, principles and policy of purchase.
37. Power to sanction expenditure on replacement repairs of plant machinery, equipments and instruments of health centre and scientific and laboratory equipments, furniture, farm implements and dead stock articles.	1. Vice-Chancellor 2. Director of Campus 3. Head of the Unit	Full Limited upto 25% of purchase value per item in a year subject to budget provision and laid down procedure, principles and policy. Limited upto 25% of purchase value per items of Rs. 3000 per item whichever is more in a year subject to budget provision and laid down procedure, principles and policy.
38. Power to sanction purchase of petty stores and consumable articles.	1. Officers of the University. 2. Unit Head/Head of Office	Limited to sanctioned budget for the purpose. Limited to sanctioned budget for the purpose.
39. Power to sanction transfer of type writers, duplicators, cash-boxes, other dead-stock materials, livestock birds and surplus articles from one office to another.	1. Vice-Chancellor 2. Director of Campus 3. Head of Unit	Full Full—Within the zone. Full—Within the Unit.
40. Power to sanction new telephone connection for offices and residential purposes.	Vice-Chancellor	Full

1	2	3	4
41.	Power to sanction shifting of telephone connection granting extension therefrom.	1. Vice-Chancellor 2. Director of Campus	Full Limited within the zone.
42.	Power to sanction hot and cold weather establishment including fittings for his office and offices attached to him.	1. Vice-Chancellor 2. Director of Campus 3. Head of Unit	Full Within the limit of sanctioned budget and subject to norms laid down. Within the limit of sanctioned budget and subject to norms laid down.
43.	Power to sanction repairs to University vehicles and replacement of parts thereof.	1. University Engineer 2. Director of Campus 3. Principals/Research Scientist/Extension Educationalist I/c activities provided with vehicles/ Officers of the University.	Full Limited upto 25% of purchase value of vehicles in the zone. Limited upto Rs. 2000 per vehicle per year in his charge.
44.	Power to sanction miscellaneous contingent expenditure	1. Vice-Chancellor 2. Director of Campus	Full Full

	3. Officers of the University	Limited upto Rs. 5000/- per year but not exceeding Rs. 1000/- in each case.
	4. Head of Unit/Head of Office	Within the sanctioned budget.
45. Power to dispose off surplus and unserviceable articles, livestock and birds including experimental animals and birds.	1. Vice-Chancellor	Full-Subject to rules in this behalf.
	2. Director of Campus	Full-Subject to rules in this behalf.
	3. Head of Unit	Limited upto experimental animals and birds.

23

45 A. Power to utilization of farm/dairy/livestock

(a) Farm/dairy/livestock products	Officer-in-charge of activities.	Full-With approval of the Head of Unit except for perishable articles.
(b) Trial purposes	Officer-in-charge of activities	Full-With approval of the concerned Research Scientist/ Unit Head.
(c) Supply to other institutions and outside the State for trial purposes.	Research Scientist/ Head of Unit	Full-Subject to policy laid down by the University.

1	2	3	4
46.	(a) Power to write off unserviceable articles.	1. Vice-Chancellor	Full
		2. Director of Campus	Full-Within the zone.
		3. Officers of the University	Limited to Rs. 100/-in each case.
		4. Head of Unit	Limited to Rs. 100/-in each case.
	(b) Losses of materials due to shortage in storage within the percentage shown as under	Director of Campus	Full-Provided he is satisfied about the loss and subject to guideline prescribed.

I. *Fodder* per cent loss per annum.

(i) Hay in open.	25
(ii) Hay baled in dutch barn.	10
(iii) Hay loose in dutch.	15
(iv) Kabadi stocked in the open	25
(v) Silage (all kinds)	33
(vi) Rice straw	15
(vii) Jowar, wheat and other chaff.	15

II. Grains

- | | |
|------------------------|----|
| (i) Rice | 15 |
| (ii) All other grains. | 10 |

III. Cotton

- | | |
|-------------------|----|
| (i) Cotton seeds | 10 |
| (ii) Lint | 3 |
| (iii) Seed cotton | 6 |

IV. Tubers

25

- V. Fruits, leaf, vegetable green, fodder, milk and milk products, eggs, wool and other meat products and bakery products

Depending on circumstances.

25

IV. Miscellaneous

- | | |
|--|-------|
| (i) Groundnut | 15 |
| (ii) Chillies dry | 7 |
| (iii) Gul | 8 |
| (iv) Feed for livestock and birds | 10 |
| (v) Other seeds | 10 |
| (vi) Fertilizers/chemicals/
pesticides/fungicides | 2.1/2 |

1	2	3	4
(vii) Tobacco			5
(c) In case not covered above		Vice-Chancellor	Full
(d) Losses or shortage of money, stores, equipments, machinery and other property caused by defaults, negligence or misappropriation		Vice-Chancellor	Full-Subject to normal procedure of inquiry and to the satisfaction of the Vice-Chancellor and provided that losses above Rs. 5000/- per item shall be placed before the Board of Management for information.
(e) Other losses due to natural calamities like fire, riot, theft, etc.		1. Vice-Chancellor	Full-Subject to normal procedure of inquiry and to the satisfaction of the Vice-Chancellor and provided that the losses above Rs. 5000/- per item shall be placed before the Board of Management for information.
		2. Director of Campus	Limited to Rs. 1000/- per item subject to above procedure.

(f) Irrecoverable University dues including loans.	Vice-Chancellor	Full-Provided the Board of Management may be apprised of in such cases.
(g) Power to dispose off seeds treated with poisonous insecticides and not required.	Director of Campus	Full-In the zone.
(h) Power to write off unserviceable, unfit for consumption materials including for distruction.		
47. (a) Power to write off unserviceable livestock and birds.	1. Director of Campus 2. Head of Unit	Full-within the zone Limited to experimentals animal and birds.
(b) Power to write off livestock and birds due to death.	1. Director of Campus 2. Head of Unit	Full-Within the zone. Limited to experimental animals
48. (A) Power to sanction purchase of livestock and birds.	1. Director of Campus 2. Head of Unit	Full-Within the zone. Limited to experimental animals and birds subject to budget provision.
(B) Power to purchase feed and fodder.	1. Head of Office) 2. Unit Head)	Full-Subject to budget provision
49. Power to accord administrative and technical sanction to land development, irrigation and drainage,	1. Vice-Chancellor 2. Director of Campus	Full Limited upto Rs. one lakh per year subject to budget provision.

1	2	3	4
50. (A) Power to dismantal University buildings.		Vice-Chancellor	Full
(B) Power to accept, acquire, hold, let or sell the University property.		Vice-Chancellor	Full-Subject to approval of Board of Management.
51. (a) Power to sanction expenditure for the use of tanks and ponds and river beds.		1. Director of Campus 2. Head of Unit	Full Within the limit sanctioned budget.
(b) Power to sanction water charges for University activities.		Director of Campus	Full
(c) Power to fix water charges of University irrigation well/tube wells for private parties.		Director of Campus	Full
52. (a) Power to fix selling rates of			
(i) Seeds, seedings, nursery, plants, bacterial cultures and other farm products.	) ) ) )	1. Director of Campus 2. Head of Office or Asstt. Research Scientist (Agronomy)	Full In accordance with the guidelines and procedure laid down in this respect.
(ii) Other agril. dairy animal and poultry products.)		
(b) Animal and birds.		1. Director of Campus	Full

- (c) Trees, other wood and any other items not specified under 52 (a) and (b).
53. Power to sanction repairs to University bicycle

2. Head of Office or Asstt. Research Scientist (Agronomy) In accordance with the guidelines and procedure laid down in this respect.

Director of Campus Full and in accordance with the guidelines laid down in this respect.

1. Vice-Chancellor Full
2. Director of Campus Full
3. Officer of the University) Limited-not exceeding Rs. 100/- per year per bicycle.
4. Head of Office/ Unit Head)

54. Power to sanction servicing/repairs to

- (a) Type writers)
- (b) Duplicators)
- (c) Calculating machine)
- (d) Other instruments)
- (e) Furniture)

1. University Engineer Full in Vice-Chancellor's Office.
2. Director of Campus Full in zone.
3. Head of Unit/ Head of Office Within the limit of the sanctioned budget.

1	2	3	4
55. *			
56.A. Power to sanction expenditure on clothing uniforms to the University employees specified under the rules in this behalf.	1. Director of Campus 2. University Engineer	) Full-Subject to norms and standard) fixed in this regard, and subject) to the budget provision and subject) to rules prescribed.	
B. Power to sanction expenditure on umbrella, rain coats and protective wears	1. Director of Campus 2. Head of Unit	) Subject to norms to the prescribed)	
57. Power to sanction repairs to wall-clock/time pieces.	1. University Engineer 2. Director of Campus 3. Head of Office	) Full-In Vice-Chancellor's office) Full-In zone Limited to Rs. 25/-each per annum	
58. Power to sanction hiring of furniture and typewriters	1. Vice-Chancellor 2. Director of Campus	Full Limited upto Rs. 1000/-per annum and subject to budget provision.	

* Deleted

60, Power to sanction reappropriation

(i) Between the zones including works	Vice-Chancellor	Full
(ii) Between the zone for research and extension scheme.	Director of Research/Director of Extension Education	Limit upto Rs. 10,000/-
(ii) For inter and intra major and minor head, including works.	Director of Campus	Full-Within the zone
(iii) Between and within the schemes excluding works.	Unit Head	Full-Within the unit
61. Power to open bank account in the name of the University and designate officers, teachers and employees of the University who should operate the account.	Vice-Chancellor	Full
62. Power to operate bank account by the employee of the University.	Chief Accounts Officer	Full-Subject to policy approved by the Vice-Chancellor and the Board.

* Deleted

1	2	3	4
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* 63.

64. Power to sanction permanent advance to various offices of the University.	Chief Accounts Officer	Full
65. Power to sanction refund of		
(a) All type of fees, caution money and deposits received from students.	Head of Office/ Unit Head	Full-Subject to Statute-51.
(b) Convocation fees, admission/application fees, hire charges, deposits, fees on academic costumes, examination fees, mark-sheets/grade-sheet/transcript fees.	Registrar	Full-For Vice-Chancellor office.
(c) Deposit and advance received from contractors and other agencies.	1. University Engineer 2. Director of Campus 3. Head of Office/ Unit Head	Full-For construction works and purchase of stores made by Engineering Section. Full-Excepting for constuction work and purchase of stores made by Engineering Section. Limited upto Rs. 1000/ per item per agency.

	4. Campus Engineer in Zone	
	(a) Earnest money	Full-For construction work and purchase made by Engineering Section.
	(b) Security deposit	Full-For construction work and purchase made by Engineering Section Rs. 1,00,000/-.
(d) Other deposits and revenue	1. Vice-Chancellor	Full
	2. Director of Campus	Limited upto Rs. 5,000/- per item.
	3. Chief Accounts Officer	Limited upto Rs. 1000/-per item.
66. Power to sanction expenditure of payment on demurrage warfage on transport charges.	1. Vice-Chancellor	Full
	2. Director of Campus	Limited upto Rs. 200/-per item.
	3. Chief Accounts Officer	Limited upto Rs. 200/-per item.
	4. Unit Head	Limited upto Rs. 50/- per item. Subject to ascertaining that there is no negligence on part of any employee.

1	2	3	4
67,	Power to sanction purchase of books, periodicals and newspapers.		
	(a) For University Library	Vice-Chancellor	Full-On recommendation of Library Council and subject to budget provision.
	(b) For College Library	Principals of Colleges	Full-Within the sanctioned budget grant and subject to recommendation of Library Committee.
	(c) For Libraries in the zones	Director of Campus)
68.	(a) Power to purchase books and periodicals	1. Officers 2. Unit Head 3. Head of Office	) Subject to budget provision and Rs. 500/-per year.) Subject to budget provision and Rs. 200/-per year.
	(b) Power to purchase newspaper	1. Vice-Chancellor 2. Director of Campus	Full-Subject to prescribed policy
68	(A) Power to incur expenditure on printing and/or binding	1. Vice-Chancellor 2. Director of Campus 3. Officers of University	Full Full-Subject to budget provision Full-Subject to work to be given to the panel of press on approved rates and subject to budget provision.

	4. Head of Unit	Limited to Rs. 5,000/- per year. Subject to budget provision.
	5. Head of Office	Limited to Rs. 500/- per year. Subject to budget provision.
68. (B) Power to sanction expenditure on purchase of stationery articles and forms.	1. Vice-Chancellor	Full
	2. University Engineer	Upto Rs. 5000/- in each case subject to Rs. 50,000/- in a year. Subject to budget provision and policy laid down.
	3. Director of Campus	Upto Rs. 5000/- in each case subject to Rs. 50,000/- in a year.
	4. Unit Head	Up Rs. 2000/- in a year in case of urgency provided the articles are not supplied.
69. Power to act as drawing and disbursing officer for the establishment, travelling allowance, contingent and other bills of the heads of offices of which they are heads. Other bills include scholarships, loans, advances and medical reimbursement.	Head of Office/Unit Head	Full
70. Power to sanction bicycle allowance	Head of Office	Full-Subject to conditions that- (i) the allowance shall not exceed Rs. 5/- per month. (ii) it shall be given in head- quarter or the campus and other towns specified by the University

5.

1	2	3	4
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(iii) it shall not be given to more than one peon for an office with a strength of staff less than 20; and not more than 2 peons in other cases when the strength of staff including peons exceed 20.

71. Power to execute deeds in connection with security for the performance of duties by employees of the University. Head of Office Unit Head. Full

71. (A) Power to sign contracts arrangements on behalf of the University.

1. Chief Accounts Officer	Full-Excepting (2), (3) and (4) below.
2. Director of Campus.	Limited to the power of fixings the agency.
3. University Engineer.	Full-For construction work and stores.
4. Campus Engineer in zone.	Full for construction works and stores.

36

72. Power to sanction employment of skilled and unskilled labour casually or on daily wages.

1. Officers of the University.	) Full-Subject to rate prevailing in surrounding areas and subject to general guide lines laid down by Director of Campus but in no case lower than those prescribed by the Govt. under minimum wages act.
2. Asstt. Res. Scientist (Agronomy))
3. Head of Unit)
4. Head of Office)
5. Medical Officer)

* 73.

73. Power to sanction purchase of medicines, chemicals and drugs for health centre.	1. Director of Campus 2. Medical Officer	Full Upto Rs. 500/- during the year in emergency cases.
74. Power to acceptance of resignation of officers, teachers and other employees.	Appointing Authority	Full
75. (i) Power to authorising provisional pay and allowances (i) the officers and teachers of the University and other employees in Vice-Chancellor's office	Chief Accounts Officer	Full
(ii) Teachers and other employees in the zone	Accountant	Full
76. Power to sanction hiring office premises	1. Vice-Chancellor 2. University Engineer 3. Director of Campus	Full) Subject to the budget provision) and limited to rent not) exceeding Rs. 500/-per month.) and provided a certificate) of reasonableness of rent) is given by the University) Engineer.
77. Power to accord administrative approval to :		

* Deleted

1	2	3	4
(a) New works	1. Vice-Chancellor 2. Director of Campus	Upto Rs. 5/- lacs. Upto Rs. 1,00,000/-	
(b) Extension improvement to existing works	1. Vice-Chancellor 2. Director of Campus	Upto Rs. 1,00,000/- Upto Rs. 25,000/-	
(c) Repairs	1. University Engineer 2. Campus Engineer in zone 3. Director of Campus 4. Campus Engineer	Full Upto Rs. 25,000/- Full Upto Rs. 5,000/-	54 00

78. Power to accord technical sanction to :

(a) New work including extension and improvement to existing work.	1. University Engineer 2. Campus Engineer in zone 3. Campus Engineer	Full Upto Rs. 1,00,000/- Upto Rs. 5,000/-
--	--	---

(b) Repairs

1. University Engineer Full
2. Campus Engineer Upto Rs. 25,000/-
in zone
3. Campus Engineer Upto Rs. 5,000/-

79. Power for acceptance of tenders and for approval of draft tender papers for works

(a) on rate list

)) For lowest tenders
)) only. If other than
Campus Engineer) Upto Rs. 5,000/-) the lowest tender
)) than next higher

(b) on regular tender

1. Campus Const-) Upto Rs. 5,00,000/-) authority.
ruction Committee)

2. University Engineer Full

3. Campus Engineer Upto Rs. 1,00,000/-) Subject to budget
in zone) provision and

4. Campus Engineer Upto Rs. 10,000/-) following the
) normal procedure.

(c) On negotiated tenders

1. Construction Committee at Full
University level

1	2	3	4
		2. Construction Committee at campus level	Full-For works not exceeding Rs. 2 lakhs. Subject to the condition that proper reasons for negotiation the tenders be recorded.
80. Power for acceptance of tender for purchase of stores (construction) including electrical stores.			
(a) On personal enquiry of rates Campus Engineer		1. Campus Engineer in zone	Upto Rs. 500/-) For lowest tenders
		2. Campus Engineer	Upto Rs. 200/-) only. If other
(b) On requisition		Campus Engineer in zone	Upto Rs. 1000/-) then the next per item) higher authority.
(c) On notified quotation and/or on regular tenders		1. University Engineer	Full
		2. Campus Engineer in zone	Upto Rs. 1 lakh
		3. Campus Engineer	Upto Rs. 10,000/-
(d) On negotiated tenders		1. Construction Committee at University level	Full Subject to the condition that the proper reasons be recorded for negotiating the tenders.
		2. Construction Committee at campus level	Full-For work not exceeding Rs. 1,00,000

9
87A. Power to purchase articles on personal inquiry rates

(i) In the Vice-Chancellor office's	Officer	Upto Rs. 500/- per item	In aggregate
(ii) In the zone	1. Head of Unit	Upto Rs. 500/- per item	in aggregate
	2. Officer incharge of farm	) Upto Rs. 100/-) per item.	in aggregate
	3. Head of Office)	
B. Power to approve excess over items	1. Construction Committee at University level.	Full)))	Subject to the total
	2. Construction Committee at campus level.	Upto Rs. 10,000/) or 10 % whichever) is more per item)	excess being <i>within</i> the limit <i>prescribed</i> in item 81.
	3. University Engineer	Upto Rs. 10,000/-) or 10% whichever) more per item)	
	4. Campus Engineer in zone	Upto Rs. 2,500/- or 5 % whichever is more per item.	

1	2	3	4
81. Power to approve excess over estimates (including tenders)	1. Construction Committee at University level.	Full	
	2. University Engineer	10% or Rs. 10,000/- whichever is more (for works exceeding Rs. 1,00,000/-)	Subject to getting revised estimates sanction when necessary.
	3. Construction Committee at campus level	Full for works not exceeding Rs. 1,00,000/-	
	4. Campus Engineer in zone	5 % or Rs. 2,500/- whichever is more.	
82. (a) Power to sanction extra items on accepted tenders	1. Construction Committee at University level.	Full	
	2. University Engineer	Upto Rs. 10,000/- per tender.	
	3. Campus Engineer in zone	Upto Rs. 2,500/- per tender.	

(b) Power to approve excess of items.

1. Construction Committee at University level. Full)
)
)
2. Construction Committee at campus level) Up to Rs. 10,000 or 10% whichever is more per item.) Subject to the total excess being within the limit prescribed in item 81.
3. University Engineer) Up to Rs. 10,000 or 10% whichever is more per item.)
4. Campus Engineer in zone) Upto Rs. 2,500/- or 5% whichever in more per item.

83. Power to record measurements or

(i) Work done

(a) Running measurements

1. Junior Engineer Full-Subject to check as under
(a) Minimum 50% check for exposed and 100% check for concealed measurements by Campus Engineer.
(b) Minimum 10% check by Campus Engineer when the total unchecked amount of the bill exceed Rs. 25,000/-.

1	2	3	4
(b) Final measurements	1. Junior Engineer	(a) Full for bills not exceeding Rs. 5,000/-.	
		(b) Full for bills not exceeding Rs. 25,000/- subject to 50 % check by Campus Engineer.	
	2. Campus Engineer	Full-Subject to 10 % check by the Campus Engineer in zone when the total unchecked amount of the bills exceeds Rs. 25,000/-.	
(ii) Supplies made	1. Junior Engineer	Upto Rs. 25,000/-subject to minimum 10 % check by Campus Engineer when the cost exceeds Rs. 5,000/-.	
	2. Campus Engineer	Full-Subject to minimum 10% check by Campus Engineer in zone when the cost exceeds Rs. 25,000/-.	
84. Power to make payment to labour engaged on muster roll	Junior Engineer	Full-After approval of muster roll by the Campus Engineer concerned.	
85. To appoint work charged establishment	1. University Engineer	Full	
	2. Director of Campus Vice-Chancellor	Full-Within the zone. Full	
86. (a) Power to accord sanction to purchase of any vehicle			
(b) Power to accord sanction to purchase of Scooter, Tractor, Tempo, motor cycle, bicycle and other vehicles costing not more than Rs. 5,000/-	Director of Campus	Full	

87. Power to sanction expenditure on organising NSS campus.	Principal of Colleges	Full-Subject to norms laid down in this behalf and subject to budget provision.
88. Power to sanction washing allowance to NSS students.	Principal of Colleges	Full-Subject to norms laid down in this behalf and subject to budget provision.
89. Power to sanction pension	Chief Accounts Officer	Full-Subject to rules made in this behalf.

Notwithstanding anything contained at Sr. No. 1 to above the powers delegated to a particular level shall be exercised by the authorities at a higher level.

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ERRATA

Page	Sr.	Designation shown	Correct/added designation
* 4	19	Programme Executive (Research) Junagadh/Anand/Navsari	Programme Executive (Research) Junagadh/Anand/Navsari/Sardar Krushinagar.
x 4	13	Research Scientist (Agricultural Chemistry)	Professor of Agricultural Chemistry
x 4	20	Associate Research Scientist (Agronomy)	Professor of Agronomy
x 4	21	Associate Research Scientist (Agricultural Entomology)	Professor of Agricultural Entomology.
x 4	22	Associate Research Scientist (Plant Pathology)	Professor of Plant Pathology

* Added as per Registrar's Office Order No. GAU/DOP/50-N/O & M/799-810, dated 22-11-1978.

x As per Registrar's corrigendum No. GAU/REG/O & M/70-N/294-342, dated 16-3-1979.

SCHEDULE I

GUJARAT AGRICULTURAL UNIVERSITY EMPLOYEES LEAVE RULES

1.1 These rules may be called "the Gujarat Agricultural University Employees Leave Rules" and they shall come into force with effect from such date as may be specified by the Board.¹

Title and Commencement.

2.1 Unless otherwise specifically provided, these rules shall apply to all University employees whose conditions of service the University is competent to prescribe.

Applicability

2.2 These rules shall also apply to :

(a) All employees of the Government of Gujarat who are taken over and employed by the University alongwith the activities on or after 1-6-'72 and who have opted for permanent absorption in the service of the University under clause (b) of sub-section (2) of section 52 of the Gujarat Agricultural University Act, 1969 and who have thereafter opted for these rules before the date specified by the Board in this behalf. If they have not opted for these rules, they shall be governed by the rules of the Government of Gujarat in this behalf as in force from time to time.

(b) All employees of the Institute of Agriculture, Anand who are taken over and employed by the University alongwith

¹ The rules have come into force with effect from 1-6-'74.

the activities with effect from 1-6-'72 and who have opted for these rules, before the date specified by the Board in this behalf. If they have not opted for these rules, they shall be governed by the rules of the Institute of Agriculture, Anand in this behalf as in force immediately before 1-6-'72.

(c) All employees of the Agricultural School, Aliabada who are taken over and employed by the University alongwith the activities with effect from 1-2-'73 and who have opted for these rules before the date specified by the Board in this behalf.

If they have not opted for these rules, they shall be governed by the rules of the Agricultural School, Aliabada in this behalf, as in force immediately before 1-2-'73.

2.3 For the purpose of these rules re-employed pensioners or probationers shall be treated as University employees not in permanent employ.

Definitions

3.1 In these rules, unless the context otherwise requires :

- (1) "Act" means the Gujarat Agricultural University Act, 1969.
- (2) "Average monthly pay" means the average monthly pay earned during the last ten calendar months (excluding the leave period) immediately proceeding the month in which leave is taken.
- (3) "Commuted leave" means leave granted on medical certificate debitable to the half pay leave account at double the period availed of.
- (4) "Duty" means the period for which the duty pay is drawn.
- (5) "Earned leave" means leave earned in respect of periods spent on duty.
- (6) "Extra ordinary leave" means leave granted without any leave salary and allowances.

- (7) "Form" means a form appended to these rules.
- (8) "Half pay leave" means leave earned in respects of completed calendar years of service.
- (9) "Head of Office" means an officer or teacher or any other University empolyee who has been declared as Head of Office under the statutes.
- (10) "Leave" includes any kind of leave admissible under these rules.
- (11) "Leave sanctioning authority" means a University employee empowered to sanction leave to a University employee under these rules.
- (12) "Leave not due" means leave granted to a University employee without therebeing any balance of leave at his credit in his leave account.
- (13) "Maternity leave" means leave granted to female employees at the time of delivery, miscarriage or abortion.
- (14) "Medical Officer" means :
- (i) a Madical Officer appointed as such by the University;
 - (ii) a Registered Medical Practitioner approved by the University in this behalf; or
 - (iii) a Government Medical Officer including Civil Surgeon, in charge of a Govenment/Panchayat Municipal hospital/dispensary;
- (15) "Refused leave" means the leave refused at the time of retirement in the interest of the University and is granted after the date of compulsory retirement.
- (16) "University employee" incudes :

- (i) an Officer of the University as defined in Section 2 (8) of the Gujarat Agricultural University Act, 1969 excluding the Chancellor, Vice-Chancellor and the Directors of Campuses;
- (ii) a teacher in the University as defined in Section 2 (17) of the Gujrat Agricultural University Act, 1969 and;
- (iii) any other employee of the University other than an officer or teacher.

Certain circumstances in which University employee is not entitled to leave under these rules,

4.1 Unless otherwise specifically provided under these rules, a University employee, transferred to a service or post to which these rules apply from a service or a post to which they do not apply, shall not ordinarily be entitled to leave under these rules in respect of duty performed before such transfer.

Leave account forms of.

5.1 The leave account of a University employee shall be maintained in Form I.

Maintenance of leave accounts.

6.1 The leave account of University employee shall be maintained and the entries therein attested by the concerned Head of Office.

Leave application.

7.1 An application for leave or for extension of leave must be made to the leave sanctioning authority in the Form II.

Application for leave while in foreign service authority competent to sanction.

8.1 A University employee in foreign service should submit his application for leave to his foreign employer if the period of leave applied for does not exceed 120 days. When the leave applied for exceeds 120 days, the leave application shall be forwarded through the foreign employee to the leave sanctioning authority in the University.

Leave cannot be claimed as a matter of right.

9.1 Leave shall not be claimed as a matter of right. When the exigencies of the University service so require discretion to refuse or revoke leave of any kind is reserved with the leave sanctioning authority.

10.1 Leave should not be granted to an extent which would deplete the strength of a service or department available for duty below the essential minimum.

Grant of leave should not unduly deplete cadre.

11.1 Subject to statues, these rules and procedure laid down from time to time, leave may be granted to a University employee by the leave sanctioning authority.

Sanctioning authority to grant leave.

11.2 Before leave is sanctioned to a University employee, the Head of Office responsible for the maintenance of leave accounts under rule 6 should verify the service book and leave account of the employee and certify whether the leave applied for and/or proposed to be sanctioned is found due and admissible to the employee.

12.1 A University employee in foreign service may be granted by his foreign employer leave due and admissible if the period of leave does not exceed 120 days. Leave for longer duration may be granted by the leave sanctioning authority in the University.

Grant of leave to employee in foreign service.

12.2 In the case of a University employee in foreign service, leave should not be sanctioned until the Comptroller has certified the amount of leave and leave salary admissible to the employee.

Admissibility to be certified by Comptroller.

13.1 Formal joining of the duty at the end of leave with the intention of taking leave again within a few days, should not be permitted. The principle; on which the requirements of this rule should be enforced is that no deliberate or intentional evasion of the rules should be permitted, but so long as, this condition is satisfied, it is left to the discretion of the leave sanctioning authority, either to grant or to refuse it.

Formal joining of duty with intention to take leave again not permitted.

14.1 Leave begins on the day on which transfer of charge is effected, if the transfer takes place in the forenoon of that day; otherwise it begins on the following day. Leave ends on

Date of commencement and termination of leave.

the day on which charge is resumed, if the resumption takes place in the afternoon of that day; otherwise it ends on the preceding day.

Prefixing and/of
affixing of holiday
to leave conditions
of

15.1 When the day immediately preceding the day, on which leave begins, or immediately following the day on which leave expires, is a holiday, or one of series of continuous holidays, the University employee may leave his place of duty at the close of the day before or return to it on the day following, such holiday or series of holidays, provided that-

(i) his transfer or assumption of charge does not involve the handing or taking over of securities or cash other than a permanent advance;

(ii) his early departure does not entail a correspondingly early transfer from another station of University employee to perform his duty, account being taken in this connection only of the substitute who takes the place of the absent University employee and not all the University employees on the chain of arrangement arising from the University employee's absence on leave; and

(iii) the delay in his return to duty does not involve a corresponding delay in the transfer to another station of a University employee who was performing his duties during his absence, or in the discharge from University service of a person temporarily appointed to it.

15.2 If holidays are allowed to be prefixed to leave, the leave and any consequent re-arrangement of pay and allowances shall take effect from the first working day after the holiday, and if holidays are allowed to be affixed to leave, the leave will be treated as having terminated on, and any consequent re-arrangement of pay and allowances shall take effect from, the day on which the leave would have ended had holidays not been affixed.

Leave not admissible cannot be claimed under a medical certificate.

16.1 Every certificate of Medical Officer recommending grant of leave to a University employee, must contain a provision that no recommendations contained in it shall be deemed

to be evidence of a claim to any leave not admissible to the University employee under the terms of his contract or of the rules to which he is subject.

17.1 Before a University employee can be granted leave or an extension of leave on medical certificate, he must obtain a certificate in Form III or as nearly in that form as the circumstances permit from such a medical officer as the leave sanctioning authority may direct.

Form of Medical Certificate for leave.

17.2 When a medical certificate has been produced from a Registered Medical Practitioner and a second medical opinion is considered necessary, the leave sanctioning authority may direct a University employee to obtain the medical certificate from the Medical Officer other than the Registered Medical Practitioner.

18.1 The grant of a medical certificate does not in itself confer upon the University employee concerned any right to get leave.

Grant of medical certificate does not confer right to get leave.

19.1 No University employee, who has been granted leave on medical certificate may return to duty without first producing a medical certificate of fitness in Form IV. The leave sanctioning authority may at its discretion require a similar certificate from any University employee who has been granted leave for reasons of health eventhough such leave was not actually granted on a medical certificate.

Production of certificate of fitness.

20.1 Leave should not be granted to a University employee whose services are likely to be terminated or who is likely to be dismissed or removed from University service for misconduct or general incapacity or is to be compulsorily retired from University service.

Leave not to be granted to University employee who is likely to be dismissed etc.

21.1 A University employee on leave may not return to duty before the expiry of the period of leave granted to him, unless he is permitted to do so by the leave sanctioning authority.

Permission necessary for resuming duty before expiry of leave.

21.2 Notwithstanding anything contained in sub-rule 21.1 above, a University employee on leave preparatory to retirement shall be precluded from withdrawing his request for permission to retire and from returning to duty save with the written consent of the appointing authority.

Recall to duty from leave.

22.1 An order recalling a University employee to duty before the expiry of his leave should state in writing whether the return to duty is optional or compulsory. If the return is optional the University employee is entitled to no concessions. If it is compulsory, he shall be treated as on duty from the date on which he starts for the station to which he is ordered to join duty and to draw travelling allowances for the journey, but he shall draw until he joins his post, leave salary admissible, had he been on leave.

Employee on leave not to resume duty without order of reposting.

23.1 In the absence of specific orders, a University employee returning from leave is not entitled to resume duty on the post which he held before proceeding on leave. He must report to the leave sanctioning authority, his return to duty and await orders. He must, if necessary, also submit to such delay as may be unavoidable in the interest of the University service. Waiting period should be treated as duty or as leave admissible as may be decided by the leave sanctioning authority.

Unauthorised absence from duty after expiry of leave.

24.1 A University employee who remains absent after the end of his leave, is entitled to no leave salary for the period of such absence, and that period, will be debited to his leave account as if it were leave on half pay, unless leave is extended by the leave sanctioning authority. Wilful absence from duty after the expiry of leave may be treated as misconduct for the purpose of disciplinary action.

Holiday include in the period of overstay of leave.

25.1 If the leave ends on a working day but it is overstayed, any authorised holiday occurring before the University employee rejoining his duty should be counted as part of time overstayed.

26.1 Leave salary shall be payable after the end of each calendar month at the head-quarters of the head of office under whom the University employee was working at the time of proceeding on leave or after the expiry of leave.

Leave salary payable after end of calendar month or after expiry of leave.

27.1 Payment of leave salary due to the University employee under these rules shall be made at his option to any of the following persons :

Payment of leave salary.

- (a) to the University employee, himself on his personal application.
- (b) to his banker or agent duly authorised by the University employee, on production of a life certificate and on authority to pay to such banker or agent alongwith his receipt duly stamped where the amount exceeds Rs. 20/.

28.1 During leave, a University employee shall not take any service or accept any employment without obtaining the specific prior permission of the Board. The leave salary of a University employee who is permitted to take up employment during leave shall be subject to such restrictions as the Board may decide. Such permission shall be granted sparingly and in the very exceptional circumstances after obtaining advice of the Finance Committee.

Permission necessary for taking up another employment during leave.

29.1 Any kind of leave under rules 31, 36 and 39 may be granted in combination with or in continuation of other kind of leave except casual leave.

Combination of leave.

30.1 If a University employee, who quits the service under the University, on compensation or invalid pension or gratuity, is re-employed and if the gratuity if any, paid to him thereupon refunded or his pension is hold wholly in abeyance, his past service thereby becoming pensionable on ultimate retirement his former service may at the discretion of the authority sanctioning the re-employment may be counted towards leave to such extent at that authority may decide.

Counting former service for leave in respect of re-employed pensioner.

30.2 A University employee who is removed or dismissed from the University service but is reinstated on appeal or revision, is entitled to count his former service for leave.

Earned leave.

¹ 31.1 The earned leave admissible to a University employee who is not in permanent employ, shall be at the rate of one eleventh of the period spent on duty. Provided that he will cease to earn such leave when the earned leave due amounts to 180 days.

31.2 The earned leave admissible to a University employee in permanent employ shall be 1/11 of the period spent on duty, provided that he will cease to earn such leave when the earned leave due amounts to 180 days.

31.3 If a University employee not in permanent employ is appointed without interruption of duty, permanently, he will be entitled to leave at the rate of one eleventh of the period of duty with effect from the date of commencement of his continuous service; provided that he will cease to earn such leave when the earned leave due amounts to 180 days.

Maximum earned leave enjoyable at a time.

32.1 The maximum earned leave that may be granted to a University employee at a time shall be 120 days.

32.2 The leave should not be sanctioned more than three times in a year and the total absence should not be less than seven days (including Sunday and Holiday).

Earned leave during extension of service.

33.1 A University employee whose service has been extended in the interest of University services beyond the date of his compulsory retirement may be granted, earned leave as under :

(i) During the period of extension any earned leave due in respect of the period of such extension and to the extent necessary, the earned leave which could have been granted to him under rule 40 had he retired on the date of compulsory retirement.

(ii) After the expiry of period of extension the principles of rule 40 shall be applicable.

¹ 34.1 A University employee who proceeds on leave shall be entitled to leave salary equal to the pay drawn by him immediately before proceeding on leave.

Earned leave salary

² 34.2

³ 34.3

³ 34.4 In case, an employee dies in harness, the cash equivalent of the leave salary that the deceased employee would have got, had he gone on earned leave, but for death, due and admissible, on the date immediately following the date of his death subject to a maximum of leave salary for 120 days, shall paid to his family.

35.1 A University employee shall be entitled to the following benefits of surrender of leave once in every block of two years, the first block ending on the date specified by the Board in this behalf.

Surrender of earned leave

⁴ Note-1, Where an employee has been deputed for post-graduate training in the interest of the University and the period of training extends to whole of the period of block, he shall be given the benefit of surrender of earned leave of that block after his return from training and that block period shall be considered as extended specially for such cases.

1 Substituted by the Board of Management on 8/9-11-'76

2 Rule 34.2 was substituted by the Board of Management on 24-5-'76 and than rules 34-2 and 34.3 were deleted by the Board of Management on 9-11-'76.

3 Inserted by the Board of Management on 24-5-'76

4 Inserted by the Board of Management on 11-8-'75

35.2 The benefits of surrender of earned leave shall be subject to following:

(i) Surrender of earned leave due and admissible shall not exceed thirty days.

(ii) Not less than 15¹ days earned leave is availed of.

(iii) Application for surrender of leave is made alongwith a request for grant of earned leave and the leave sanctioning authority grants the application.

(iv) Surrender of leave shall be reckoned as surrender on the date of the commencement of actual leave and deducted from leave account on that date.

(v) Leave salary and allowances excluding house rent allowance payable for surrender of leave shall be paid at the commencement of the leave availed of and shall not be subject to any deductions except income-tax. The leave salary excluding house rent allowance for the period of surrendered leave shall be calculated by taking the rate of leave salary admissible for a month of 30 days and would not be dependent on the number of days of the month in which the leave is surrendered.

(vi) The total amount of earned leave availed of and surrendered shall not exceed 120 days.

(vii) The benefits of surrendered leave shall not be admissible when the leave terminates in retirement and in case of refused leave.

(viii) A University employee who is permitted to surrender his leave should not ordinarily be permitted to re-join duty before the expiry of the thirty days of the leave sanctioned to him.

(ix) In the event of a compulsory recall to duty, the University employee should enjoy the balance of his leave after resuming his duty as soon as the service of the University employee can be spared.

(x) Payment of salary excluding house rent allowance in lieu of surrender of earned leave shall not be made to the employees unless debit of such leave is made in his leave account and suitable notings about the drawal of claim in lieu of surrender of earned leave is recorded in the Service Book of the employee under proper attestation.

1 35.3 In case the earned leave is refused to an employee and consequently he could get the benefit of encashment of leave during the block period of two years, the employee shall be allowed the benefit of encashment of earned leave for that block by the end of the first year of the next block.

2 36.1 The half pay leave admissible to a University employee in respect of each completed year of service shall be 20 days.

3 Explanation :

In respect of the service rendered by an employee prior to the date on which the rules came into force, half pay leave to be credited to his leave account shall be calculated at the rate of 20 days for each completed year of his service.

36.2 The half pay leave can be granted to a University employee on private grounds or on medical certificate.

4 36.3 The leave salary admissible for the period of half pay leave enjoyed by the University employee shall be equal to half the amount admissible under rule 34.

37.1 Commuted leave not exceeding half the amount of half pay leave due may be granted to a University employee on medical certificate subject to the conditions:

Commuted Leave

(i)

(ii) When commuted leave is granted, twice the amount of such leave shall be debited against half pay leave due.

(iii) The total duration of earned leave and commuted leave taken in conjunction shall not exceed 240 days, provided that no commuted leave may be granted under these rules unless the

1 Inserted by the Board of Management on 11-8-'75

2 Substituted by the Board of Management on 8/9-11-'76

3 Inserted by the Board of Management on 6-8-'78 and came into effect prospectively.

4 Revised by the Board of Management on 24-5-'78

5 The limit of 240 days of commuted leave during the entire service was despaired with by the Board of Management on 24-5-'76.

leave sanctioning authority has reason to believe that the University employee shall return to duty on the expiry of leave.

¹ (iv) Half pay leave upto a maximum of 180 days shall be allowed to be commuted during the entire service where such leave is utilised for an approved course of study i. e. a course which is certified to be in the University interest, by the leave sanctioning authority.

37.2 A University employee on commuted leave is entitled to salary equal to the amount admissible under rule 34.

Leave not due

38.1 Leave not due may be granted to a University employee in permanent employ, save in the case of leave preparatory to retirement, for a period not exceeding 360 days during his entire service out of which the same shall be admissible on medical grounds or on private affairs subject to the condition that not more than 90 days at a time and 180 days in all may be on private affairs. Such leave will be debited against the half pay leave which the University employee may earn subsequently. Provided that leave not due should not be granted unless the leave sanctioning authority is satisfied that there is reasonable prospect of the University employee returning to duty on the expiry of leave and of earning that much half pay leave thereafter. Provided further that when a University employee availing of leave not due applies for permission to retire voluntarily, and when he is allowed to retire accordingly the leave not due shall be cancelled and the retirement shall have effect from the date on which the leave commenced. An undertaking to that effect should be taken from the University employee before granting leave not due.

38.2 A University employee on leave not due is entitled to leave salary equal to half the amount admissible under rule 34.

**Extra ordinary
leave**

39.1 Extra ordinary leave may be granted to a University employee when no other kind of leave is due and admissible or other kind of leave is admissible, but the University employees

¹ Inserted by the Board of Management on 24-5-'76.

applies in writing for the grant of extra ordinary leave. The leave sanctioning authority may commute retrospectively period of absence without permission into extra ordinary leave.

39.2 Except in the event of the periods of suspension converted into leave including extra ordinary leave the total duration of extra ordinary leave during the entire service shall not without prior concurrence of the Vice-Chancellor exceed the following limits-

(i) 30 days in the case of a University employee not in permanent employ.

(ii) 120 days in case of a University employee in permanent employ.

(iii) 360 days when a University employee who has completed one year's continuous service is undergoing treatment for (a) Pulmonary tuberculosis (b) Tuberculosis of any other part of the body or (c) Leprosy in a recognised Government hospital or public sanitorium or under a specialist.

39.3 The total extra ordinary leave which may be granted to a University employee during the entire service shall be limited to 1080 days.

39.4 A University employee on extra ordinary leave shall not be entitled to any salary.

40.1 No leave shall be granted beyond the date on which a University employee is compulsorily to retire. Provided that if in sufficient time before the date of compulsory retirement of employee has been denied, in whole or in part, on account of exigencies of University service, any leave applied for and due as preparatory to retirement, then he may be granted, after the date of compulsory retirement the amount of earned leave which was due to him on the said date of compulsory retirement subject to the maximum limit of 120 days provided it does not exceed the period of leave preparatory to retirement denied the half pay leave, if any applied for by an employee preparatory to retirement and denied in exigencies of University service

Refused leave

being exchanged with earned leave to the extent such leave was earned between the date from which the leave preparatory to retirement was to commence and the date of actual commencement.

Maternity leave

41.1 A University employee (female) whether in permanent or temporary employ having more than one year's service and having less than three living children on the date of proceeding on such leave, will be entitled to maternity leave for a period of 90 days from the date of commencement of such leave or 42 days from the date of confinement, whichever is earlier.

41.2 During the period of maternity leave a University employee shall be entitled to leave salary at the rate admissible under rule 34.

41.3 Any other kind of leave due and admissible can be availed of in continuation of the maternity leave. Provided the same is supported by a medical certificate of illness in respect of the mother or the newly born baby.

41.4 The maternity leave and leave salary is admissible for miscarriage or abortion also provided the application is supported by a medical certificate.

41.5 This leave shall not be debited to the leave account, but necessary notings regarding sanction of maternity leave under these rules shall be recorded in the service book.

Grant of leave salary advance

42.1 Subject to the following conditions advance not exceeding one month's leave salary may be allowed to University employees proceeding on leave.

(i) When the leave taken is for a period not less than 30 days.

(ii) The amount of advance shall be restricted to the amount of leave salary for the first month of leave admissible after deductions on account of income-tax, provident fund, house rent, repayment of advances etc.

(iii) Advance should be adjusted in full from the leave salary in respect of leave availed of.

(iv) The advance may be sanctioned by the head of office in respect of employees working under him including himself.

(v) The officers of the University may sanction advance to themselves.

(vi) In the case of temporary employees, advance should be sanctioned on furnishing surety of a permanent University employee.

(vii) The amount of advance should be debited to the head of account to which pay etc. of the University employee is debited and adjustment watched.

(viii) Advance should be sanctioned in whole rupees.

43.1 When a doubt arises regarding interpretation or implementation of the provision in these rules the Comptroller may with the prior approval of the Vice-Chancellor issue necessary orders in this behalf.

Interpretation of provisions.

GUJARAT AGRICULTURAL UNIVERSITY

EARNED LEAVE

FORM I

(See Rule 5.1)

Form of Leave Account

Name of Employee

Earned of leave due			Earned leave enjoyed				Dated initial	
Duty period			No. of earned leave earned in days	From	To	No. of days		Balance of earned leave in days
From	To	No. of days						
1	2	3	4	5	6	7	8	9

HALF PAY LEAVE

COMMUTED LEAVE

Period of service			Balance of half pay leave		Half pay leave enjoyed			Half pay leave enjoyed as commuted leave			
From	To	No. of Years	Half pay leave due in days	Total 30+13	Form	To	No. of days	From	To	No. of days	No. of days for commuted leave (double of column 20)
10	11	12	13	14	15	16	17	18	19	20	21

LEAVE NOT DUE

Taken of medical certificate			On other grounds other than medical certificate			Total leave not due enjoyed	Total half pay leave enjoyed	Balance of half pay leave	Remarks.	Dated initial
Form	To	No. of days	Form	To	No. of days	24 + 27	10+21+23	14-29		
22	23	24	25	26	27	28	29	30	31	32

GUJARAT AGRICULTURAL UNIVERSITY

APPLICATION FOR LEAVE

FORM-II

(See Rule 7:1)

1. Name of applicant
2. Leave rules applicable
3. Post/designation held
4. Office/Section
5.
 - 1) Pay
 - 2) D. A.
 - 3) H. R. A.
 - 4) C. L. A.

Total

6. Nature and period of leave applied for and the date of commencement of leave
7. Prefix and suffix of Sunday/Holiday if any
8. Reasons of leave
9. Date of return from last leave and nature of leave

Place :

Date :

Signature of the
Applicant

Remarks and/or recommendation of head of the office

Place :

Date :

Signature :

Designation :

GUJARAT AGRICULTURAL UNIVERSITY

FORM OF MEDICAL CERTIFICATE

FORM-III

(See Rule 17 : 1)

This is to certify that I have carefully examined
Shri/Smt./Kum. _____

designation _____
to-day, and have found that he/she is suffering from _____
_____ decease and that he/she
will require _____
days rest to recoup his/her health.

Signature of the
Medical Officer/
Medical Practitioner

Place :

Date :

Registration No :

GUJARAT AGRICULTURAL UNIVERSITY
FITNESS CERTIFICATE
FORM-IV
(See Rule 19:1)

This is to certify that I have carefully examined
Shri/Smt./Kum. _____

Designation _____

to-day and have found that he/she has fully recovered from
illness and now is fit to resume his/her duties in the Uni-
versity.

Place :

Date :

Signature of the
Medical Officer/
Medical Practitioner

Registration No :

SCHEDULE II
“ GUJARAT AGRICULTURAL UNIVERSITY
EMPLOYEES PENSION RULES ”

SCHEDULE II

“ Gujarat Agricultural University Employees Pension Rules ”

CHAPTER I

TITLE, APPLICABILITY, DEFINITIONS AND OPTION

1.1 These rules may be called the “ Gujarat Agricultural University Employees Pension Rules ” and they shall come into force with effect from such date as may be specified by the Board.¹

1. Title

2.1 Unless otherwise specifically provided, these rules shall apply to all University employees whose conditions of service the University is competent to prescribe.

2. Applicability

2.2 These rules shall also apply to :

(a) All employees of the Government of Gujarat who are taken over and employed by the University alongwith the activities on or after 1-6-'72 and who have opted for permanent absorption in the service of the University under clause (b) of sub-section (2) of section 52 of the Gujarat Agricultural University Act, 1969 and who have thereafter opted for these rules before the date specified by the Board in this behalf. If they have not opted for these rules, they shall be governed by the rules of the Government in this behalf as in force from time to time;

(b) All employees of the Institute of Agriculture, Anand, who are taken over and employed by the University along-

¹ The rules have come into force with effect from 1-6-'74 as specified by the Board of Management on 4-5-'74.

with the activities with effect from 1-6-'72 and have opted for these rules, before the date specified by the Board in this behalf. If they have not opted for these rules, they shall be governed by the rules of the Institute of Agriculture, Anand, in this behalf as in force immediately before 1-6-'72;

(c) All employees of the Agricultural School, Aliabada who are taken over and employed by the University alongwith the activities with effect from 1-2-'73 and who have opted for these rules before the date specified by the Board in this behalf. If they have not opted for these rules, they shall be governed by the rules of the Agricultural School, Aliabada, in this behalf as in force immediately before 1-2-'73.

¹ **Explanation :**

“Where an employee mentioned in clause (b) or (c) has retired from or otherwise ceased to be in the service of the University before the date of the coming into force of these rules or before the date for exercising option under clause (b) or (c) was specified, he also shall be eligible to exercise such option :

Provided that where such an employee while in service, was a subscriber to a contributory provident fund under the rules than applicable to him, he shall be eligible to exercise such option on the Comptroller certifying that the amount of employer's contribution, which is liable to be transferred to the pension fund under rule 7 3 (ii) of the Gujarat Agricultural University Employees Provident Fund Rules, still stand to the credit of the employee in his provident fund account.”

3. Definition

3.1 'Act' means the Gujarat Agricultural University Act, 1969.

3.2 'Board' means the Board of Management constituted under section 25 (2) of the Gujarat Agricultural University Act, 1969.

1. Revised by the Board of Management on 23-1-'75.

3.3 "Appointing Authority" means the authority empowered to appoint an University employee under the Act and Statutes.

3.4 "Completed Years of Service" means the total number of years of service rounded off to the next complete year, six months and above being counted as a complete year and a period of less than six months being ignored.

Illustration :

Qualifying service of 24 years and 2 months and 29 days will be reckoned as 24 completed years. While qualifying service of 24 years and 7 months and 29 days shall be reckoned as 25 completed years.

3.5 "Gratuity" means a lump-sum which may be granted to a University employee or to the family in accordance with these rules either on retirement of the University employee or on his death while in service.

3.6 "Family" means the relatives of a University employee as defined in Rule 18.1 and Rule 19.4.

3.7 "Family Pension" means the amount payable monthly under Rule 19.1, 19.2 and 19.3 to a family of the deceased University employee.

3.8 "Form" means a form appended to these rules.

3.9 "Medical Officer" means a Civil Surgeon of the district appointed as such by the Government.

3.10 "Medical Appeal Board" means Medical Appeal Board appointed as such by the Government.

3.11 "Foreign Service" means any service in which a University employee receives pay with the sanction of the University from any source other than the University fund.

1 3.11 A "Fund" means the pension fund as constituted under section 38(1) of the Act.

3.12 "Head of the Office" means an officer, a teacher or other employee of the University declared as such under the Statute 28.

3.13 "Leave" means any kind of leave admissible under Statute No. 27 A (1).

3.14 "Pay" means and includes the following.

- (i) Pay officiating or substantive or notional pay referred to in Rule 7.6 or pay in a tenure post;
- (ii) Special pay including non-practising allowance;
- (iii) Personal pay;
- ¹(iv)
- (v) Any other emoluments which may be specially classed as 'pay'.

3.15 "Pension" means an amount payable monthly under Rule 14.1 to a person who retired from service and in recognition of the service rendered by him to the University or to the Government before absorption in the University, except where the term 'pension' is used in contradiction includes gratuity also.

3.16 "Pensionable pay" means the pay as defined in Rule 12.1.

3.17 "Qualifying Service" means the service as defined in Rule 11.1 which qualifies the University employee performing it to receive a pension from the University fund.

3.18 "Retirement Benefits" means and includes all kinds of pension and gratuity, commuted value of pension and temporary increase sanctioned by University from time to time which may be granted under these rules

3.19 "Temporary Increase" means an ad hoc increase in the amount of pension, admissible from time to time.

1. Deleted by the Board of Management on 12-6-'77

3.20 "University Employee" means :

(i) An officer of the University as defined in Section 2 (8) of the Gujarat Agricultural University Act, 1969; excluding the Chancellor, Vice-Chancellor and Directors of Campuses.

(ii) A teacher in the University as defined in Section 2 (17) of the Gujarat Agricultural University, 1969; and

(iii) An employee of the University other than an officer or a teacher.

3.21 "University Fund" means general fund established by the University under Section 36 (1) of the Gujarat Agricultural University Act, 1969.

3.22 Words and expression used in the Act but not defined in these rules, shall have the meaning assigned to them in the Act.

4.1 The option shall be exercised in writing in Form-A on or before a date to be specified by the Vice-Chancellor, option once exercised shall be final.

4. Option.

4.2 The option shall be communicated in duplicate by the University employee to the appointing authority or to the Registrar of the University in the case of those employees in whose respect the Vice-Chancellor is the appointing authority. These authorities shall countersign the option and keep it with the service records of the University employee.

4.3 It shall be the responsibility of the appointing authority to acknowledge the option and of the University employee concerned to ensure that the acknowledgement of option is received from the appointing authority.

CHAPTER II

GENERAL CONDITIONS OF GRANT OF PENSIONS

5.1 A University employee who is removed or required to retire from University service for misconduct or insolvency, shall not be granted any pension other than compassionate pension.

5.2 A University employee who is removed or required to retire from University service on the grounds of inefficiency shall if he be eligible for a superannuation or retiring pension, be granted such pension. If he is not eligible for superannuation or retiring pension, he shall be granted, no pension other than a compassionate pension.

5.3 The University may make such reduction as it may think fit in the amount of the pension of a University employee whose service has not been thoroughly satisfactory.

5.4 The University reserves the right of withholding or withdrawing a pension or any part of it, whether permanently or for a specified period and the right of ordering the recovery from a pension of the whole or part of any pecuniary loss caused to University, if in an inquiry or proceedings by the University department or judicial proceeding, the pensioner is found guilty of grave misconduct or negligence during the period of his service, including service rendered upon re-employment after retirement.

Provided that—

(a) Such proceeding, if instituted while the University employee was in service, whether before his retirement or during his re-employment, shall after the final retirement of the University employee be deemed to be a proceeding under this rule and shall be continued and concluded by the authority by which it was commenced in the same manner as if the University employee had continued in service;

(b) such proceeding, if not instituted while the University employee was in service, whether before his retirement or during his re-employment—

- (i) shall not be instituted save with the sanction of Chancellor;
- (ii) shall not be in respect of any event which took place more than 4 years before such institution; and
- (iii) shall be conducted by such authority and in such place as the Chancellor may direct and in accordance with the procedure applicable to departmental proceedings in which order of dismissal from service could be made in relation to the University employee during his service;

(c) no such judicial proceeding, if not instituted while the University employee was in service, whether before his retirement or during his re-employment, shall be instituted in respect of a cause of action which arose or an event which took place more than 4 years institution; and

(d) the Board of Management shall be consulted before final orders are passed.

Explanation :

For the purpose of this rule :

(a) a proceeding shall be deemed to be instituted on the date on which the statement of charges issued to the University employee or pensioner, or if the University employee has been under suspension from an earlier date, on such date; and

(b) a judicial proceeding shall be deemed to be instituted—

- (i) in the case of a criminal proceeding on the date on which the complaint or report of the police on which the magistrate takes cognizance, is made and
- (ii) in the case of a civil proceeding, on the date of presentation of the plaint in the court.

5.5.1 Where any proceeding by the University or judicial proceeding is instituted under rule 5.3 or where a proceeding

is continued under clause (a) of the proviso thereto against University employee who has retired on attaining the age of compulsory retirement or otherwise, he shall be paid during the period commencing from the date of his retirement to the date on which, upon conclusion of such proceeding final orders are passed, a provisional pension not exceeding the maximum pension which would have been admissible on the basis of his qualifying service upto the date of retirement or if he was under suspension on the date of retirement up-to the date immediately preceding the date on which he was placed under suspension; but no gratuity or death-cum-retirement gratuity shall be paid to him until the conclusion of such proceeding and the issue of final order thereon.

5.5.2 Payment of provisional pension made under Rule 5.5.1 shall be adjusted against the final retirement benefits sanctioned to such University employee upon conclusion of the aforesaid proceeding but no recovery shall be made where the pension finally sanctioned is less than provisional pension or the pension is reduced or withheld either permanently or for a specified period.

5.6 Should the amount of pension granted to a University employee be afterwards found to be in excess of that to which he is entitled under these rules, he shall be called upon to refund such excess. For this purpose, the University employee shall be served with notice by the authority competent to sanction the pension, requiring him to refund the excess payments, within a period of two months from the date of receipt by him of the notice; on his failure to comply with the pension shall be adjusted in one or more instalments by short payment of pension payable in future as the authority may order.

5.7 A dismissed University employee is not entitled to any benefits under these rules.

CHAPTER III
CLASSES OF PENSION AND CONDITIONS GOVERNING
THEIR GRANT

6.1 A superannuation pension shall be granted to a University employee who is retired on his attaining the age of compulsory retirement laid down under the statutes.

**Superannuation
Pension**

7.1 A retiring pension shall be granted to a University employee who retires voluntarily or who is required by University to retire from the University service after completing 30 years of qualifying service before reaching the age of compulsory retirement/provided that he shall give in this behalf a notice in writing to the appointing authority at least three months before the date he wishes to retire.

Retiring Pension

7.2 University may also require an employee to retire any time after he has completed 30 years of qualifying service provided that the appointing authority shall give in this behalf a notice in writing to the employee at least three months before the date on which he is required to retire.

7.3 Notwithstanding anything contained in the above rule, the appointing authority shall, if it is of the opinion that it is in the interest of the University to do so, have an absolute right to retire any employee whose minimum of the time scale is Rs. 350/- and above p. m. after his attaining the age of 50 years and in case of University employee whose minimum of the time scale is below Rs. 350/- after his attaining the age 55 years. In those cases, the appointing authority shall give him notice of not less than three months in writing or three months pay in lieu of such notice. A University employee whose minimum of the time scale is Rs. 350/- and above p. m. after his attaining the age of 50 years and in case of University employee whose minimum of the time scale is below Rs. 350/- p. m. after his attaining the age of 55 years may also retire from University service after giving three months notice to the appointing authority or three months pay in lieu of such notice.

7.4 An employee who has put in not less than 20¹ years of qualifying service, may also retire from University service by giving notice of not less than three months to that effect in writing to the appointing authority.

7.5 Notwithstanding anything contained in the above Rules, it shall be open to the appointing authority to withhold permission to retire an employee who is under suspension or against whom departmental proceedings are pending or contemplated and who seeks to retire under the above rules.

² 7.6

7.7 The University employee who has taken the benefits referred to in this Rule at the time of retirement shall not be re-employed.

University employee retiring under Rule 7.4 shall be governed under the following conditions regulate the voluntary retirement.

(i) The scheme is purely voluntary the incentive resting with the University employees. The University does not have the reciprocal right to retire University employees on its own under this scheme.

(ii) The benefits of retiring pension will be admissible to University employees retiring under this scheme.

(iii) A notice of less than three months may also be accepted by the appointing authority in deserving cases, with the concurrence of Vice-Chancellor.

(iv) If an University employees retires, under the scheme of voluntary retirement while he is on leave not due without returning to duty retirement shall take effect from the date of commencement of the leave not due and the leave salary paid in respect of such leave not due shall be recovered.

(v) Before an University employee gives notice of voluntary retirement with reference to this scheme. He should satisfy himself by means of reference to the appointing authority through pension sanctioning authority case of Grade I, II and IV employees and the Registrar in case of Grade II employees and above that he had in fact completed 20 years of service qualifying for pension.

1 Revised by the Board of Management on 6-10-'78.

2 Substituted by the Board of Management on 6-10-'78

(vi) A notice of voluntary retirement may be withdrawn subsequently only with the approval of the appointing authority provided the request for such withdrawal is made before the expiry of the notice.

(vii) A notice of voluntary retirement given after completion of 20 years qualifying service will require acceptance by the appointing authority if the date of retirement on the expiry of notice would be earlier than the date on which the University employees concerned could have retired voluntarily.

Such acceptance may be generally given in all cases except those (a) in which disciplinary proceedings are pending or contemplated against the University employee concerned for the imposition of a major penalty and the disciplinary authority, having regard to the circumstances of the case is of the view that the imposition of the penalty of removed or dismissal from services would be warranted in the case or (b) in which prosecution is contemplated or may have been launched in a court of law against the University employee concerned. If it is proposed to accept the notice of voluntary retirement even in such cases, approval of the Vice-Chancellor should be obtained in regards to Grade I and Grade II employees and that of the Registrar/Director of Campus in case of Grade III and Grade IV employees even where the notice of voluntary retirement given by an University employee requires acceptance by the appointing authority, the University employee requires acceptance by the appointing authority, the University employee giving notice may presume acceptance and the retirement shall be effective in terms of the notice unless the competent authority issues an order to the contrary before the expiry of the notice period.

(viii) While granting proportionate pension to a University employee retiring voluntarily under this scheme, weightage of 5 years would be given as an additional to the qualifying service actually rendered by him. The grant of weightage of upto 5 years will, however, be subject to the following conditions.

- (viii) (a) The total qualifying service after allowing the weightage should not, in any event exceed 30 years qualifying service; and
- (b) the total qualifying service after giving weightage should not be exceed the qualifying service which he would have had if he had retired voluntarily at the lowest age applicable to him for voluntary retirement.

Illustrations :

(a) If a University employee who could be prematurely retired or could have voluntarily retired under this scheme after he had attained the age of 47 years and had rendered 22 years of service. The weightage and pension would be limited upto 3 years.

(b) If a University employee who could be prematurely retired or could have voluntarily retired seeks voluntary retirement after he had attained the age of 51 years and has rendered 24 years of service the weightage in pension would be admissible upto 4 years.

(c) If a University employee belonging to Grade III who could have voluntarily retired seeks voluntary retirement under this after he has rendered 25 years of service and has attained the age of 48 years the weightage in a pension would be admissible upto 5 years.

(ix) The weightage given under this scheme will be only in addition to the qualifying service for purpose of pension and gratuity. It will not be entitled the University employee retiring voluntarily to any national fixation of pay for the purpose of calculating the pension and gratuity, which will be based on the actual emoluments calculated with reference to the date of retirement.

(x) The amount of pension to be granted after giving the weightage will be a subject to the provisions of rules prescribed under schedule II, Statute-27 A(2). The pension will also be subject to the provision of these rules.

(xi) The scheme of voluntary retirement under this order will also not apply to those University employee on deputation to State Government/Central Government/Autonomous Bodies/Public Sector undertaking etc. who propose to get absorbed in such Government bodies. The absorption of University employee on deputation to State Government/Central Government/Autonomous Body/Public Sector undertaking etc. in such Govt. bodies and the grant or retirement benefits to them in respect of their service under University will continue to be govern by separate set of instructions issued by the University in this regard.

(xii) An University employee giving notice of voluntary retirement may also apply before the expiry of the notice for the leave standing to his credit which may be granted to him to run

concurrently with the period of notice. However the period of leave shall not extend beyond the date of retirement on which the University employee should have retired on attaining the age of superannuation.

(xiii) Grade-I officers/teachers/other employees retiring voluntarily under the scheme would continue to be subject to the provisions in statutes relating to post retirement commercial employment however, in their cases permission for post retirement commercial employment will be granted more liberally than in the case of other University employee retiring under the provisions of prescribed under the Statutes.

Pension rules as may be declared by the State Government from time to time for its employees will be applicable to the Gujarat Agricultural University employees.

8.1 Invalid pension is a pension granted to a University employee who is required to retire from University service on production of a medical certificate from the Medical Officer if he has been completely and permanently incapacitated for further service of any kind. In case of partial incapacity, the appointing authority may retire or require an employee to retire from service or to retain him in University service in any other post even with lower pay.

Invalid Pension

If the University employee who has been partially incapacitated, is allowed to retire from service, the appointing authority shall have discretion to grant him full pension admissible or to reduce it suitably provided that, such reduction will not reduce the pension, below the amount of family pension which the family of the employee is entitled to under rule 19.1¹

8.2 The medical certificate referred to in rule 8.1 shall be signed by a Civil Surgeon of the district. The same shall be in the Form I appended to these rules.

8.3 Invalidation shall take effect from the date of relief of a University employee from University service or the date of medical certificate whichever is later.

8.4 If a competent authority comes to the conclusion on the report of a medical officer that a University employee should be retired on invalid pension, it shall inform the University employee that he has been declared to be completely and permanently incapacitated for further service and that it is proposed

1 The words substituted by the Board of Management on 8/9-11-'76.

to invalid him. Except where it is clear that the University employee himself desires to be invalidated, or where it is obvious from the nature of the disability that no useful purpose will be served by an appeal, the University employee shall at the same time, be informed that, if he so desires, he may within one month submit to the said authority a request to be examined by a Medical Appeal Board, supported by (a) prima facie evidence that good ground for an appeal exists. The University employee shall be informed that the appeal cannot be claimed as of right but that, if an application as above be made it will be considered.

Compassionate Pension.

9.1 Compassionate pension is a pension granted to a University employee, who is removed from University service or required to retire for misconduct, insolvency or inefficiency.

9.2 The amount of compassionate pension to be granted to a University employee who is required or removed from University service shall be such as the Board of Management may fix in each case, provided that—

(1) When a University employee is removed from University service for insolvency, inefficiency or misconduct, it shall not exceed two-thirds of the invalid pension which would have been admissible to him had he retired on a medical certificate and (2) when a University employee is required to retire from University service for insolvency, inefficiency or misconduct, it shall not exceed the full invalid pension, which would have been admissible to him on the date of his retirement on a medical certificate.

Compensatory Pension.

10.1 Compensatory pension is a pension granted to a University employee who is discharged from University service, otherwise than on medical certificate and for no fault of his own, before earning a retiring or superannuation pension.

10.2 When a University employee is to be discharged owing to the abolition of his permanent post or owing to a change in the nature of the duties of that post, the appointing authority shall give him option either—

- (a) to take compensatory pension or gratuity to which he may be entitled for the service he has already rendered, or
- (b) to accept another appointment in the University even on a lower pay, offered to him and continuing to count his previous service for pension.

CHAPTER IV

QUALIFYING SERVICE, PENSIONABLE PAY, AMOUNT OF PENSION ETC

11.1 Qualifying service means and includes the following Qualifying Service
service rendered in any capacity whether temporary or permanent,
interrupted or continuous;

(i) All pensionable service from the date of appointment/
absorption in the University;

(ii) All pensionable service rendered in Government prior
to date of absorption in the University and treated as qualifying
service under rules of the Government;

¹(iii) All service rendered in the Institute of Agriculture,
Anand, prior to 1-6-1972;

¹(iv) All service rendered in the Agricultural School, Alia-
bada, prior to 1-2-1973;

(v) Foreign service;

(vi) All kinds of leave including extra-ordinary leave
(limited to 36 months);

(vii) All refused leave;

(viii) Notional service added vide Rule 7.6.

But it shall not include :

(a) A deleted by the Board of Management on 4-11-'74.

(b) Service paid from contingencies.

(c) Service rendered in work charged establishment
and daily rated establishment;

(d) Actual periods of break in service;

(e) Service prior to resignation;

- (f) Suspension period not treated as duty or leave;
- (g) Service rendered by an employee who is not in receipt of pay but is remunerated by honoraria.

Pensionable pay

12.1 Pensionable pay means the average pay earned by an employee during the last 10 months, 20 months or 36 months of the service whichever is greater and subject to a maximum of Rs. 2500/-¹.

12.2 If an employee has during the last 10/20/36 months been absent on leave other than extra ordinary leave, his pay during such leave shall be taken to be the pay which he would have drawn had he been on duty.

12.3 If an employee is under suspension during the 10/20/36 months of his service and the period of suspension has been treated as duty or leave other than extra-ordinary leave, the pay which he would have drawn had he not been suspended shall be taken as pay during such period.

12.4 If an employee has during the last 10/20/36 months been absent on extra-ordinary leave or under suspension and the period of suspension has been treated as extra ordinary leave or as suspension, that period shall be omitted from the calculation and the pay earned by him during an equal period of his service immediately prior to the last 10/20/36 months shall be taken into account.

Pension

13.1 An employee retiring after completing qualifying service of less than ten years on superannuation, retiring, invalid, or compensatory pension shall not be entitled to any pension under these rules.

Gratuity

13.2 A University employee who retires before completing ten years of qualifying service shall be granted gratuity at the rate of one month's 'pay' received immediately before retirement for each completed year of qualifying service.

¹ Revised by the Board of Management on 8/9-11-'76.

14.1 An employee retiring after completing qualifying service of 10 years or more on superannuation, retiring, invalid, or compensatory pension, shall be granted pension arrived as under :

¹ Completed years of qualifying services (subject to maximum of 33 years).	X	Pensionable pay (subject to maximum to Rs. 2500/-	=	Appropriate amount of pension per month subject to a minimum and maximum (in rupees) as set out in the annexure to these rules.
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80

14.2 The amount of pension as finally calculated shall be rounded off to the next higher rupee.

14.3 In addition to the above pension per month, the pensioner shall be entitled to temporary increase as may be sanctioned from time to time and subject to such conditions as may be laid down by the Board of Management.

15.1 The admissibility of the pension and the gratuity under these rules in respect of the re-employed pensioners as well as those State Government employees who have opted for terminal benefits declared by the Government under clause (a) of Section 52 (3) shall be as subject to the provisions of Bombay Civil Service Rules in this regard as may be amended from time to time.

Re-employment of Pensioner

16.1 The Board of Management may sanction commutation for a pension lump sum amount of one-third of the pension or any lesser amount provided that the residual of pension after commutation is not reduced less than Rs. 20/- per mensem.

Commutation of Pension

16.2 The commutation of any part of a pension is a concession and not a matter of right and the University reserves to itself the discretion to refuse commutation in any case without stating reasons.

¹ Revised by the Board of Management on 8/9-11-'76.

16.3 Application for commutation shall be made in the prescribed form No. II. In addition to the application in the prescribed form, a separate signed statement detailing the manner in which commutation amount will be utilized must be attached.

16.4 No commutation will be sanctioned unless University is satisfied (a) that the commutation will be to the distinct and permanent advantage of the pensioner or his family (b) that the residue of pension which will be left after commutation is sufficient to maintain the pensioner, in accordance with his status in life in retirement, due regard being had to the manner of application of the amount released on commutation.

16.5 Before the commutation of pension is sanctioned the applicant must be examined by medical authority and the certificate from such examining medical officer should be obtained in the prescribed form No. III.

16.6 The lump-sum payable on commutation shall be calculated in accordance with a table of present value prescribed in Appendix attached. For the purpose of this Rule, the age in the case of impaired lives shall be assumed to be such age, not being less than the actual age as certifying medical authority may direct.

CHAPTER V

GRATUITY AND NOMINATION

¹ 17.1 An employee who retires on retiring pension or on superannuation pension shall be granted gratuity at the rate of months $1/2$ (half month) pay received immediately before the date of his retirement, for completed year of qualifying service subject to a maximum of $16\frac{1}{2}$ times of pay and further maximum of Rs. 30,000/-.

Gratuity

17.2 In the event of death of a University employee while in service, death gratuity shall be payable to the person or persons on whom the right to receive the same is conferred under Rule 17.1 for the qualifying service at the rate of 'pay' of University employee at the time of death as below—

Death Gratuity

- (1) Below 5 years. $2\frac{1}{2}$ months 'pay' for each year.
- (2) 5 years and more but less than 25 years. 12 times the 'pay'.
- (3) 25 years and more $\frac{1}{2}$ months 'pay' for each year.

¹ 17.3 In all above categories the gratuity shall be subject to a maximum of $16\frac{1}{2}$ times the 'pay' and a further maximum of Rs. 30,000/-.

17.4 If a retired University employee dies within five years from the date of retirement, the person or persons on whom the right to receive the gratuity is conferred under Rule 17.2, shall be paid residual gratuity as under :

Residual Gratuity

(a) If the University employee has retired with less than five years of qualifying service, one month's 'pay' received immediately before retirement for each completed year of qualifying service, shall be paid as residual gratuity.

(b) If the University employee has retired with five years or more of qualifying service, and if the total retirement benefits actually received by him till the date of death, are less than 12 times the 'pay' received immediately before retirement the difference shall be paid as residual gratuity.

**Nomination for
Death-cum-Retire-
ment Gratuity**

18.1 Family for the purpose of making nomination for gratuity shall include the following. Family relatives of a University employee (a) wife, (b) husband, (c) sons (including step sons), (d) unmarried daughters (including step daughters), (e) widowed daughters (including step daughters), (f) brothers below the age of 18 years, unmarried sisters and widowed sisters (including step brother and step sisters) (g) father, (h) mother, (i) married daughters and (j) children of a predeceased son.

Note : An adopted son or an adopted daughter may be treated as son or daughter and may be included in the above definition of "family" and in the case of doubt the matter may be referred to the Registrar of the University by the head of the office accepting the nomination.

18.2 An employee as soon as he completes one year's qualifying service, shall make a nomination in such one of the prescribed forms IV, V, VI and VII as may be appropriate conferring on one more persons the right to receive the gratuity that may be sanctioned under these rules. Provided that if, at the time of making the nomination, the University employee has a family, the nomination shall not be in favour of any person or persons other than the members of his family and if he has no family, the nomination can be made in favour of a body of persons, corporate or incorporate.

18.3 When a University employee has only one member in his family, in whose favour the original nomination should be made, the alternate nomination can be made in favour of any person who is not a member of his family or in favour of a body of persons, corporate or incorporate.

Note : The forms prescribed under this rule provide for only one alternate nominee and it is not open to a University employee, to nominate more than one alternate nominee against any original nominee.

**Nominees' share to
be paid to them**

18.4 If a University employee nominates more than one person under Rule 18.2, he shall specify in the nomination the amount of share payable to each of the nominee in such manner as to cover the whole amount of gratuity.

18.5 A University employee may provide in a nomination:

(a) In respect of any specific nominee, that in the event of his predeceasing the University employee (or of his dying after death but before receiving the payment of gratuity) the right conferred upon that nominee shall pass to such other person as may be specified in the nomination, provided that if at the time of making the nomination, the University employee has a family consisting of more than one member, the persons so specified shall not be a person other than member of his family.

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

18.6 The nomination made by a University employee who has no family at the time of making it, or a provision made in the nomination for an alternate nominee by the University employee, whose family consists at the date of making the nomination of only one member, shall become invalid in the event of the employee subsequently acquiring a family of or additional member in the family as the case may be.

Invalidation of nomination

18.7 Every nomination made by a University employee under these rules; shall be sent by the University employee to the Head of Office. Immediately on receipt of a nomination from a University employee the Head of Office shall countersign it and keep it under his custody.

Custody and cancellation of nomination

18.8 Immediately on the death of the only nominee in respect of whom no alternate provision has been made in the nomination or on occurrence of any event by reason of which, the nomination becomes invalid in pursuance in Rule 18.5 (b) or rule 18.6 the University employee shall send to above authority a notice in writing formally cancelling the nomination together with a fresh nomination made in accordance with these rules.

18.9 Every nomination made and every notice of cancellation given by a University employee, shall to the extent that it is valid, take effect on the date on which it is received by the above authority—

18.10 When a University employee has completed qualifying service of one year or more, dies while in service, the

Payment of gratuity as per nomination

amount of gratuity shall be paid to the person or persons of whom the right to receive the same is conferred according to nomination or if there is no such person it may be paid in the manner indicated below.

(i) If there are one or more surviving members of the family, who belong to categories (a), (b), (c), (d) and (e) of rule 18.1 the gratuity shall be paid to all such members in equal shares :

(ii) If there are no surviving members of the family as described in clause (i) above, but there are one or more surviving members who belong to categories (f), (g), (h) and (j) of Rule 18.1 the gratuity shall be paid to all such members in equal shares.

18.11 When a person entitled to receive the gratuity on the date of death of University employee, dies before getting the payment, the amount of share of gratuity shall be redistributed in the manner indicated below :

(i) In the cases where no nomination has been made by the University employee, the amount of share of the gratuity admissible to the person concerned shall be distributed in equal shares among the surviving eligible members of the family of the deceased University employee.

(ii) In cases where the person concerned was a nominee, the right to the share of gratuity shall pass to the alternate nominee or nominees in terms of provisions contained in Rule 18.3. In cases, however, where there is no alternate nominee, the amount or share of gratuity shall be paid to the co-nominees of the person concerned, if any, failing that, it shall be distributed in equal shares among the surviving eligible members of the family of the deceased University employee as in (i) above.

Note : The eligibility of a person to receive the amount or share of gratuity shall be determined with reference to the facts as they stand on the date of death of University employee and any subsequent event, such as remarriage of widow, marriage of an unmarried daughter or sister etc., shall not effect the entitlement.

CHAPTER VI

FAMILY PENSION

19.1 The rate of family pension admissible to the family of an employee :

- (1) Who dies while in service after having put in five years or more, but less than seven years, of continuous service.
and
- (2) Who retires on superannuation, retiring, invalid or compensatory pension and dies subsequently, shall be as under :

¹ Pay of employees	Monthly pension of widow/ widower/ children
(a) Below Rs. 400/-	30% of pay subject to a minimum of Rs. 60/- and maximum of Rs. 100/-.
(b) Rs. 400/- and above but below Rs. 1200/-	15% of pay subject to a minimum of Rs. 100/- and maximum of Rs. 160/-.
(c) Rs. 1200/- and above	12% of pay subject to a minimum of Rs. 160/- and a maximum of Rs. 250/-.

19.2 The rate of family pension admissible to the family of an employee who dies while in service after rendering qualifying service of not less than 7 years at the time of death, shall be as under :

Pay	Rete of family pension
Rs. 199/-or less	50% of pay (subject to a minimum of Rs. 50/-p. m.)
Rs. 200/-to Rs. 400/-	@ Rs. 120/- p. m.
Rs. 401/-to 636/-	30% of pay.
Rs. 637/- to 800/-	@ Rs. 192/- p. m.
Rs. 801/-to 1245/-	29% of pay
Rs. 1246/-and above	Rs. 300/- p. m.

1. Revised by the Board of Management on 8/9-11-'76.

¹ 19.3 The amount of the family pension at enhanced rates as mentioned in rule 19.2 shall be payable.

(a) In the event of death of an employee while in service, for a period of seven years or upto the date on which the deceased employee would have attained the age of 65 years had he survived, whichever period is less;

(b) In the event of death after retirement, the family pension at the enhanced rates shall be payable upto the date on which the deceased employee would have attained the age of 65 years had he survived or seven years, whichever period is less, but in no case the amount of family pension shall exceed the pension sanctioned to the employee at the time of retirement. However, in cases where the amount of family pension as admissible under rule 19.1 above exceeds the pension sanctioned at the time of retirement, the amount of family pension sanctioned under this rule shall not be less than that amount. The pension sanctioned at the time of retirement shall be the pension inclusive of the part of the pension which the retired employee may have commuted before death.

19.4 For the purpose of family pension, family shall include the following relatives of an employee :

- (a) Wife in the case of male employee;
- (b) Husband in the case of a female employee;
- (c) Unmarried minor daughters; and
- (d) Minor sons.

Note No. 1 - (c) and (d) will include children adopted legally before retirement/death.

Note No. 2 - Marriage after retirement shall not be recognised for purposes of these rules.

19.5 The family pension shall be admissible :

(i) in the case of widow/widower upto the date of death or remarriage whichever is earlier;

(ii) in the case of minor son until he attains the age of 18 years and in the case of unmarried daughter until she attains the age of 21 years or her marriage whichever is earlier.

Note 1 : Where the employee is survived by more than one widow, the pension shall be paid to them in equal shares. On the death of widow, her share of the pension shall become payable to her eligible minor child. If at the time of her death, the widow leaves no eligible minor child, the payment of her share of pension shall cease.

Note 2 : Where the employee is survived by a widow but had left behind an eligible minor child from another wife, the eligible minor child shall be paid the share of pension which the mother would have received if she had been alive at the time of the death of the employee.

(iii) Except as provided in the notes below sub-para (ii) of this rule, pension granted shall not be payable to more than one member of a University employee's family at the same time. It shall first be admissible to the widow/widower and thereafter to the eligible son and thereafter to the daughter.

(iv) In the event of remarriage or death of the widow/widower, the pension shall be granted to the minor children through their natural guardian, if any; otherwise, through their defacto guardian on production of indemnity bond etc. In disputed cases payments shall be made through legal guardian (i.e. guardian appointed by a court of law).

Explanation : It will be seen that the family consists of three categories.

- (1) Wife/husband
- (2) Minor sons; and
- (3) Unmarried minor daughters.

The first category will exclude the other two and the second category will exclude third. In other words, if wife/husband is alive, children, will not be eligible for family pension. If minor sons are alive, unmarried minor daughter will not be eligible for pension. In the case of minor sons, payments shall be made to the eldest. On his attaining majority, the next minor sons shall be eligible for pension. The eligibility of unmarried minor daughters for pension will start only after the eligibility of minor sons had been exhausted. Similarly among unmarried minor daughters, the eldest shall be

eligible for the family pension and on her attaining the majority/getting married, the pension, will become payable to the next minor daughter.

19.6 In event of the death of the father and mother who were both University employees, the minor children will be eligible to draw pensions subject to the conditions that two pensions together shall be restricted to Rs. 150/- per month. The limit shall not however exceed Rs. 300/- per month, in respect of pensions granted under Rule 19.2. In the latter case, the limit of total pension of Rs. 300/- per month, will continue till the date upto which enhanced rates of family pension is payable to both or one of the two pensions.

The limit of Rs. 150/- per month shall operate only when both the pensions are paid at the rates indicated in Rule 19.1.

19.7 Widows/widowers of such University employees who are granted family pension under these rules shall not be entitled to family pension under other rules.

¹ 19.8

20.1 The sanction to the payment of gratuity under these rules shall be accorded by the Comptroller who shall authorise the payment also from time to time.

20.2 The Comptroller shall lay down procedure, forms of application and sanction forms for sanctioning various pensions and gratuity amounts under these rules with the concurrence of the Vice-Chancellor.

21.1 When a doubt arises regarding the interpretation in implementation of these rules, the Comptroller may with the prior approval of the Vice-Chancellor, issue necessary clarifications in this behalf.

Option to be exercised by a University employee as required under "Gujarat Agricultural University Employees Pension Rules" prescribed under the Statute.

OPTION FORM 'A'

I _____
working as _____
in the office of the _____

_____ in the pay scale of Rs. _____
do hereby opt as under having fully understand the comparative advantages and disadvantages of the "Pension Rules of Government of Gujarat" and "Gujarat Agricultural University Employees Pension Rules."

1. I hereby opt to be governed under "Pension Rules" of Government of Gujarat as may be in force from time to time.

2. I hereby opt to be governed under "Gujarat Agricultural University Employees Pension Rules."

Witness : _____ Signature of the employee _____
Signature _____ Date _____
Name in full (in block letters) _____ Name in full (in block letters) _____

Designation _____ Designation _____
Office _____ Office _____

Left hand thumb impression in the case of those who are not literate enough to sign their name.

Note 1 : Strike out item 1 or 2 as per option.

Note 2 : The employees of the Institute of Agriculture, Anand/Agricultural School, Aliabada who are taken over and employed by the University and who are governed by the scheme of contributory provident fund alongwith gratuity/contributory provident fund as in force immediately before 1-6-'72 and 1-2-1973, respectively may also opt for the above pension rules of the University.

Note 3 : Option once exercised shall be final.

CERTIFICATE

(Applicable only In the case of D grade illiterate University employees and to be signed by a head office concerned).

The rules were explained to Shri _____ in my presence.

Signature _____
Name (in block letters) _____

ACKNOWLEDGEMENT

Received from Shri _____ designation _____
_____ an option dated _____
electing the "Gujarat Agricultural University Employees Pension Rules."

Signature _____

Designation _____

Office _____

51B:

GUJARAT AGRICULTURAL UNIVERSITY

Form No. I

Form of Medical Certificate

(See Rule 8.2)

“ Certified that I have fully examined

Shri/Smt./Kum. _____ designation

in the office of _____.

His age is by his own statement _____ years and by appearance about _____ years, I consider him/her to be completely and permanently incapacitated for further service of any kind in the University to which he belongs. His incapacity appears to me have been :

- (1) Directly caused; or
- (2) accelerated or aggravated though not directly caused; or
- (3) neither directly caused, nor accelerated nor aggravated by irregular or intemperate habits.”

Place :

Date :

Signature of Civil Surgeon

GUJARAT AGRICULTURAL UNIVERSITY

Form No. II)

(See Rule 16.3)

FORM IN THE USE FOR COMMUTATION PENSION

I _____, desire to commute Rs. _____
out of my superannuation/retiring/invalid/compensation pension of Rs. _____
a month.

q

After careful consideration, I am convinced that it will be to the distinct and permanent advantage of myself and my family to apply, as I am resolved to do the commuted value in the manner detailed in the separate signed statement, I have attached hereto. I also certify that I have correctly answered each and all the questions below.

Place _____

Signature _____

Date _____

Designation _____

Address _____

Questions

Answers

- 1 What is the date of your birth ?
- 2 How much of your pension do you wish to commute ?
- 3 (i) Have you already commuted a portion of your pension ? If so, give particulars.
(ii) Has any application from you for a commutation of pension ever been rejected, or have you ever accepted commutation of pension declined to accept
- 4 From which office do you draw or propose to draw your pension ?
- 5 Have you any debts or liabilities ? Give particulars.
- 6 Have you a wife ? Name of the members of your family dependent on you with their respective ages.
- 7 What was your monthly income from all sources during the past year ? Give particulars.
- 8 Do you suffer from any complaint likely to shorten life ? If so, state its nature.
- 9 (a) Are you a subscriber to the General Provident Fund ? If so, state the amount at your credit on the date of retirement, and if the money has been paid, in what way it has been utilised ?
- 10 State the number of your pension payment order.
- 11 State the place where you wish to get yourself medically examined (in the case of medical examination by a medical authority, the place should be the district head-quarters and in the case of medical examination by a Medical Board the place should be Ahmedabad).

51/D

FORM III

(See Rule 16.5)

MEDICAL CERTIFICATE FOR COMMUTATION OF PENSION

I have carefully examined Shri _____
retired _____ according to instructions laid down for
examination of applications for commutation of pension, and am of opinion that
_____ either Shri _____ has the
prospect of an overage duration of life is good; is not a fit subject for commutation;
is not in bodily health and _____ or (in the case of an impaired life
which is yet considered a fit subject for commutation) of Shri _____
_____ is suffering from _____ his age for the purpose of
commutation should be taken to be _____ years on his next birthday,

2. Shri _____ has identified by me/with
reference to the particulars of identification marks furnished to me by the head
of the office concerned viz. _____ from where
Shri _____ receives his pension.

Marks of identification.

1

2

3

Place :

Signature of Medical Officer

Date :

FORM IV

(See Rule 18.2)

NOMINATION FOR GRATUITY

(When the employec has a family and wished 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 University in the event of my death while in service and the right to receive on my death any gratuity which having become admissible to me on retirement may remain unpaid at my death.

Name and address of nominee	Relationship with the employee	Age	Contingencies on the happening of which the nomination shall become invalid	Name, address and relationship of the person, if any, to whom the right conferred on the nominee predeceasing the employee
-----------------------------	--------------------------------	-----	---	--

Dated _____ day of _____ 19 _____

at _____

Witness to signature

Signature of employec

(To be filled in by the Head of Office)

Nomination by _____

Designation _____

Signature of Head of Office

Date _____

Office _____

Designation _____

51/F

FORM V

(See Rule 18.2)

NOMINATION FOR DEATH-CUM-RETIREMENT GRATUITY

(When the employee has a family and wished 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 University 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 and address of nominee	Relationship with the employee	Age	Amount or share of gratuity payable to each	Contingencies on the happening of which the nomination shall become invalid	Name, address & relationship of the person, if any, to whom the right conferred shall pass in the event of the nominee predeceasing the employee
-----------------------------	--------------------------------	-----	---	---	--

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

Dated this _____ day of _____ 19_____

At _____

Witness to signature _____ Signature of employee _____

- 1.
- 2.

(To be filled in by the Head of Office)

Nomination by _____

Designation _____

Office _____

Signature of Head of Office _____

Date _____

Designation _____

51/G

FORM VI

(See Rule 81.2)

NOMINATION FOR DEATH-CUM-RETIREMENT GRATUITY

(When the employee has no family and wished to nominate one person).

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

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

Dated this _____ day of _____ 19 _____

At _____

Witness to Signature

Signature of the employee

1. _____

2. _____

(To be filled in by the Head of the Office)

Nomination by _____

Designation _____

Office _____

Signature of Head of Office

Date _____

Designation _____

51/H

FORM VII

(See Rule 18.2)

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 University 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 and address of nominee	Relationship with the employee	Age	Contingencies on the happening of which the nomination shall become invalid.	Name, address and relationship of the person, if any, to whom the right conferred on the nominee shall pass in the event of nominee predeceasing the employee.
-----------------------------	--------------------------------	-----	--	--

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

Dated the _____ day of _____ 19 _____

At _____

Signature of the employee

Witness to signature

1. _____

2. _____

(To be filled in by the Head of Office)

Nomination by _____

Designation _____

Office _____

Signature of Head of Office

Date _____

Designation _____

Office _____

APPENDIX
PENSION COMMUTATION
TABLE OF VALUES
COMMUTATION VALUES FOR A PENSION
OF RE. ONE PER ANNUM

Age Next Birth Day	Commutation value Expressed as Years' Purchase Rs. Ps.
1	2
17	19.28
18	19.20
19	19.11
20	19.01
21	18.91
22	18.81
23	18.70
24	18.59
25	18.47
26	18.34
27	18.21
28	18.07
29	17.93
30	17.78
31	17.62
32	17.46

1	2
33	17.29
34	17.11
35	16.92
36	16.72
37	16.52
38	16.31
39	16.09
40	15.87
41	15.64
42	15.40
43	15.15
44	14.90
45	14.64
46	14.37
47	14.10
48	13.82
49	13.54
50	13.25
51	12.95
52	12.66
53	12.35
54	12.05
55	11.73
56	11.42
57	11.10
58	10.78
59	10.46
60	10.13
61	9.81
62	9.48
63	9.15
64	8.82
65	8.50
66	8.17
67	7.85
68	7.53
69	7.22
70	6.91

1	2
71	6.60
72	6.30
73	6.01
74	5.72
75	5.44
76	5.17
77	4.90
78	4.65
79	4.40
80	4.17
81	3.94
82	3.72
83	3.52
84	3.32
85	3.13

ANNEXURE

(See rule 14.1)

Scale of pension in respect of an employee who retires form University service

Completed years of qualifying service.	Scale of pension	Minimum pension (in rupees per annum)	Maximum pension (in rupees per annum)
1	2	3	4
10	10/80ths of pensionable pay	480	3750.00
11	11/80ths „ „	480	4125.00
12	12/80ths „ „	480	4500.00
13	13/80ths „ „	480	4875.00
14	14/80ths „ „	480	5250 00
15	15/80ths „ „	480	5625.00
16	16/80ths „ „	480	6000.00
17	17/80ths „ „	480	6375.00
18	18/80ths „ „	480	6750.00
19	19/80ths „ „	480	7125.00
20	20/80ths „ „	480	7500.00
21	21/80ths „ „	480	7875.00
22	22/80ths „ „	480	8250.00
23	23/80ths „ „	480	8625.00

1	2	3	4
24	24/80ths	480	9000.00
25	25/80ths	480	9375.00
26	26/80ths	480	9750.00
27	27/80ths	480	10125.00
28	28/80ths	480	10500.00
29	29/80ths	480	10875.00
30	30/80ths	480	11250.00
31	31/80ths	480	11625.00
32	32/80ths	480	12000.00
33	33/80ths and above.	480	12000.00

1 CHAPTER VII

CONSTITUTION OF PENSION FUND

21.1 There shall be constituted a pension fund (pension includes gratuity) by crediting to the same the following amount :

- (i) Employer's contribution in respect of employees of the Institute of Agriculture, Anand who have opted for provident fund rules and the pension rules of the University.**
- (ii) Amount of gratuity fund instituted before 1/6/72 by the Institute of Agriculture, Anand.**
- (iii) Employer's contribution in respect of employees of the Agricultural School, Aliabada who have opted for the Gujarat Agricultural University Provident Fund Rules and the Pension Rules.**

21.2 The pension and gratuity of the University shall be discharged from time to time out of the interest which may be received from the investments of the pension fund amounts referred to under (i) to (iii) above. The Government shall be approached to grant only the net amount of expenditure on account of pension and gratuity after adjusting the interest amount on the pension fund.

21.3 The pension fund shall be operated by the Comptroller with the approval of the Vice-Chancellor.

SCHEDULE III

GUJARAT AGRICULTURAL UNIVERSITY

EMPLOYEES PROVIDENT FUND RULES

SCHEDULE III

GUJARAT AGRICULTURAL UNIVERSITY

EMPLOYEES PROVIDENT FUND RULES

**Title and
commencement**

- 1.1. These rules may be called "The Gujarat Agricultural University Employees Provident Fund Rules" and they shall come into force with effect from such date as may be specified by the Board.¹

Applicability

- 2.1. These rules shall apply to all University employees whose conditions of service the University is competent to prescribe.

- 2.2. These rules shall also apply to :

(a) all employees of the Government of Gujarat who are taken over and employed by the University alongwith the activities on or after 1-6-1972 and who have opted for permanent absorption in the service of the University under clause (b) of subsection (2) of section 52 of the Gujarat Agricultural University Act, 1969 and who have thereafter opted for these rules before the date specified by the Board in this behalf. If they have not opted for these rules, they shall be governed by the rules, of the Government of Gujarat in this behalf as in force from time to time;

(b) all employees of the Institute of Agriculture, Anand who are taken over and employed by the University alongwith the activities with effect from 1-6-1972 and who have opted for these rules before the date specified by the board in this behalf. If they have not opted for these rules, they shall

¹ The rules have come in force with effect from 1-6-1974 as specified by the Board of Management on 4-5-1974.

be governed by the rules of the Institute of Agriculture, Anand in this behalf as in force immediately before 1-6-1972;

- (c) all employees of the Agricultural School, Aliabada who are taken over and employed by the University alongwith the activities with effect from 1-2-1973 and who have opted for these rules before a specified date. If they have not opted for these rules, they shall be governed by the rules of the Agricultural School, Aliabada in this behalf, as in force immediately before 1-2-1973.

3.1. In these rules, unless the context otherwise requires : **Definition**

- (1) "ACT" means the Gujarat Agricultural University Act, 1969.
- (2) "FAMILY" in relation to a subscriber includes:
- (i) Wife or wives/husband;
 - (ii) Judicially separated wife;
 - (iii) Legitimate children of the subscriber;
 - (iv) Widow or widows of a deceased son of the subscriber;
 - (v) An adopted child, provided the adoption is legally recognised and valid under the personal law of the subscriber;
- (3) "FORM" means a form appended to these rules;
- (4) "FINANCIAL YEAR" means a period of twelve months from the 1st April to the 21st March;
- (5) "FOREIGN SERVICE" means any service in which a University employee receives pay with the sanction of the University from any source other than the University fund;

- (6) "HEAD OF OFFICE" means an officer, teacher or any other University employee declared as head of office under the statutes;
- (7) "LEAVE" means any kind of leave specified in the Gujarat Agricultural University Employees Leave Rules;
- (8) "PENSION FUND" means the Gujarat Agricultural University Pension Fund under the general fund of the Gujarat Agricultural University.
- (9) "PROVIDENT FUND" means the Gujarat Agricultural University Provident Fund maintained under these rules and "the fund" means the provident fund;
- (10) "SUBSCRIBER" means a University employee who has joined the fund; under rule 5;
- (11) "SALARY" means pay, leave salary, special pay or subsistence allowance and includes any remuneration of the nature of pay received in respect of foreign service and deputation allowances, leave salary or subsistence grant but does not include travelling allowances, house rent and compensatory local allowances;
- (12) "UNIVERSITY EMPLOYEE" includes :
- (i) an "Officer" of the University as defined in Section 2 (8) of the Act, excluding the Chancellor, Vice-Chancellor and Director of Campuses;
 - (ii) a "Teacher" in the University as defined in Section 2 (17) of the Act;
 - (iii) any employee of the University other than officer or a teacher;

Note : The persons re-employed after retirement, in the University service, shall not be covered under the above definition of a University employee.

3.2. Words and expressions used in these rules, but not defined here shall have the meaning assigned to them in the Act.

4.1. The fund shall be maintained in rupee and shall not be distinct from the general Fund of the University but it shall be maintained under a separate heading in University accounts.

**Constitution
of fund**

5.1. Every University employee, unless he is excluded from the operation of these rules, shall on his completing one years' continuous service, subscribe to the fund; provided that the members of the staff of the State Government, and the employees of the Institute of Agriculture, Anand and of the Agricultural School, Aliabada who opt for these rules, shall on their absorption in the service of the University commence payment of subscription to the fund under these rules.

**Employee to
subscribe to
the fund**

5.2. For subscribing to the fund, the employee shall submit an application (in triplicate in form No. 1 to the Comptroller through the concerned head of office. The Comptroller shall allot the account number to the subscriber and communicate the same to the subscriber and the head of office. Any change to the account number shall also likewise be communicated.

6.1. Soon after joining the fund, the subscriber shall send a nomination in form Nos. 2 to 5 as applicable to the Comptroller conferring on one or more persons, the right to service amount that stands to his credit in the fund in the event of his death before the amount becomes payable.

Nomination

6.2. If at the time of making nomination, the subscriber has a family, the nomination shall be in favour of any member or members of his family.

6.3. If nomination is made in favour of more than one member of the family it shall specify the share payable to each nominee.

6.4. A subscriber may at any time cancel the nomination

already made in the past by sending a notice in writing to the Comptroller. In such cases subscriber should send a fresh nomination in accordance with the rule 6.1.

- 6.5. A subscriber may provide in a nomination in respect of any specified nominee, that in the event of his predeceasing the subscriber, the right conferred upon that nominee shall pass to such other person or persons as may be specified in the nomination, provided that such other person or persons shall, if the subscriber has other members of his family, be such other member or members.
- 6.6. If at the time of making nomination the subscriber has no family he may nominate any person subject to the condition that on acquiring a family the previous nomination shall be invalid and fresh nomination in favour of member or members of his family, shall be made.
- 6.7. If at the time of making a nomination, the subscriber has only one member of the family he shall provide in the nomination that the right conferred upon the alternate nominee shall become invalid in the event of his subsequently acquiring other member or members in his family.
- 6.8. In the case of death of a nominee, the nomination will be invalid and the subscriber shall send a notice to the Comptroller in writing cancelling the nomination made.
- 6.9. Every nomination made and every notice of cancellation given will take effect from the date on which it is received and registered by the Comptroller.
- 6.10. All such nomination forms shall be filled in duplicate, signed with date by the subscriber before two witnesses. One copy of the nomination shall be sent to the Comptroller duly countersigned by the concerned head of office for registration, the other copy duly counter-

signed being posted in the service book of the employee concerned.

- 7.1. A pass-book shall be supplied to the subscriber and the account shall be maintained in the name of employee, which shall show opening and closing balance.
- 7.2. In the case of the member of the staff of the State Government who is absorbed in the service of the University under Section 52 of the Act and who opts for these rules, the balance of accumulation in his G.P.F. account held by the Government of Gujarat together with the interest thereon shall be transferred to the University and credited to the account of subscriber.
- 7.3. In the case of an employee of the Institute of Agriculture, Anand or of the Agricultural School, Aliabada, who is absorbed in the service of the University under Section 52 of the Act and who has opted for these rules,
- (i) the total balance of his contribution together with the interest thereon, standing at the credit on his account under the contributory provident fund of the Institute of Agriculture, Anand or as the case may be and of the Agricultural School, Aliabada shall be transferred and credited to the provident fund account of the University; and
 - (ii) the total balance of the employer's contribution alongwith the interest thereon at the credit of his account in the contributory provident fund of the Institute of Agriculture, Anand or as the case may be and of the Agricultural School, Aliabada shall be transferred and credited to the "Pension Fund" of the Gujarat Agricultural University.

**Subscriber's
Account**

- 8.1. A subscriber on duty or on leave of any kind other than extra ordinary leave and leave preparatory to retirement shall subscribe monthly to the fund.
- 8.2. The subscriber under suspension shall have option to

**Condition and
rate of the
subscription**

subscribe during the suspension period, provided he gives such option in writing before the drawal of bill for subsistence allowance. If no such intimation is received from him, the subscription shall be recovered from such allowances.

8.3. The minimum rate of subscription to fund shall be as under :

- (1) Employee drawing pay upto Rs. 400/- p.m. 8% of the salary p.m.
- (2) Employee drawing pay of Rs. 400/- p.m. but less than Rs. 1200/- p.m. 10% of the salary p.m.
- (3) Employee drawing pay above Rs. 1200/- p.m. 12% of the salary p.m.

8.4. Subject to the minimum rate of subscription referred to in Rule 8.3 the subscriber shall intimate fixation of the amount of the monthly subscription in each year in the following manner :

- (a) by the deduction which he makes in this behalf from his pay bill for the month of March;
- (b) if he has entered University service for the first time during the year, or join the fund for the first time, by the deduction which he makes in this behalf, from his pay bill for the month during which he joins the fund. The amount of subscription so fixed shall remain unchanged throughout the year, provided the amount subscribed may be enhanced or reduced once at any time during the course of the year,
- (c) When pay bill is not preferred by the employee himself by intimating in writing the rate of subscription to the head of office.

8.5. Subscriptions shall be deducted from the monthly pay bills.

8.6. In the case of University employee on deputation to a foreign service, the foreign employer shall recover the subscription and remit it to the Comptroller.

9.1. Interest shall be credited with effect from the last day in each year in the following manner :

Interest

(i) On the amount at the credit of a subscriber on the last day of the preceding year, less any sums withdrawn during the current year interest for twelve months;

(ii) on sums withdrawn during the current year interest from the beginning of the current year upto the last day of the month preceding the month of withdrawal;

(iii) on all sums credited to the subscriber's account after the last day of the preceding year interest from the date of deposit up to the end of the current year;

(iv) the total amount of interest shall be rounded to the nearest whole rupee (fifty 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 this sub-rule in respect only of the period from the beginning of the current year or from the date of deposit as the case may be, upto the date on which the amount standing at the credit of the subscriber becomes payable.

10.1. A temporary advance limited to three months' pay or half the balance at the credit of the subscriber, whichever is less, may be granted to a subscriber from the amount standing at his credit in the fund by the authority empowered to sanction the same under the statutes, after satisfying itself that the applicant's pecuniary circumstances justify it and the same will be expended on the following object or objects ;

Advance from
the provident
fund

- (i) to pay expenses in connection with the prolonged or serious illness or confinement of the applicant or any person actually dependent on him;
- (ii) to pay for the overseas passage for the education of the applicant or any person actually dependent on him and for reasons of health;
- (iii) to meet the cost of higher education in India beyond high school stage for any academic, medical, engineering or other technical or specialised course of study of not less than 3 years' duration as specified in first schedule.
- (iv) to pay obligatory expenses in connection with marriage or funeral and other ceremony.

10.2. No second temporary advance under this rule shall be granted until three months have elapsed after the final repayment of all previous advances.

10.3. Advance shall be recovered from the subscriber in such number of equal monthly instalments not exceeding twenty four as the sanctioning authority may direct. Subscriber may at his discretion repay more than one instalment at a time.

Special advance

11.1. When the amount of advance requested for from the amount standing to the credit in the fund exceeds three months' pay or half the balance and/or when the previous advance/advances drawn, including special advance, have not been fully recovered, and/or when the number of instalments of recovery of advance proposed to be sanctioned, exceeds twenty four, a special advance may be granted to the subscriber by the authority empowered to sanction the same under the statutes for the object or objects mentioned in Rule 10. The sanctioning authority shall record the reasons in writing for granting such special advance.

11.2. Special advance shall be recovered from the subscriber in such number of equal monthly instalments not

exceeding thirty six as the sanctioning authority may direct. Subscriber may at his discretion repay more than one instalment at a time.

- 12.1. A non-refundable advance limited to six months' pay or half the balance at the credit of the subscriber, whichever is less may be sanctioned twice in a financial year by the Comptroller and any other authority competent to sanction special advance to a subscriber who has completed fifteen years of his service (including broken period of service, if any) or within ten years before the date of his retirement on superannuation, whichever is earlier; for the following purposes, namely :

**Non-
refundable
advance**

- (i) Meeting the cost of higher education, including travelling expenses of any child of the subscriber actually dependent on him in the following cases namely :
 - (a) for education outside india for any course beyond the high school stage; and
 - (b) for medical, engineering or other technical or specialised course in India beyond high school stage as specified in first schedule provided that the course of study is of not less than 3 years' durations;
- (ii) meeting expenditure in connection with the marriage of son or daughter of the subscriber, and if he has no daughter; or any other female relative dependent on him,
- (iii) meeting expenses including where necessary travelling expense in connection with an illness of the subscriber or any person actually dependent on him.

- 12.2. A non-refundable advance limited to six months' pay or half the balance at the credit of the subscriber or actual cost whichever is less may be sanctioned by the

Comptroller once during service to a subscriber who has completed fifteen years of his service (including broken period of service if any) or within the ten years before the date of his retirement on superannuation whichever is earlier, for purchase of plot or site for house building purposes.

- 12.3. A non-refundable advance limited to months' pay or half the balance at the credit or actual cost, whichever is less may be sanctioned by the Comptroller once during service to a subscriber who has completed fifteen years of service (including broken period of service, if any) or within the ten years before the date of his retirement on superannuation, whichever is earlier for purchase of a house or for construction, additions or alterations in the house already owned or acquired by the subscriber or for repaying any outstanding loan taken for the said purpose.
- 12.4. The sanctioning authority may, however, sanction the withdrawal of an amount in excess of the said limit in Rule 12.1, 12.2 and 12.3 upto $\frac{3}{4}$ of the balance at his credit in the fund.
- 12.5. A non-refundable advance limited to one fourth of the balance at the credit of Rs. 12,000/- or the actual cost, whichever is less may be sanctioned by the Comptroller once during service to a subscriber whose pay is not less than Rs. 1,000/- p.m. and who has completed 28 years of service or within three years from the date of his retirement on superannuation, for the purchase of a motor car, or for repaying any outstanding loan taken for purchase of a motor car, provided no advance for the same purpose is taken from the University fund under any other rule.
- 12.6. The utilisation certificate shall be furnished by the subscriber to the Comptroller within three months from the date of drawal, in the case of advance granted under Rules 12.2 and 12.5 and within a year from the date of drawal in the case of an advance granted under Rule 12.3.

12.7. A subscriber who has been permitted to withdraw money from the amount standing to his credit in the fund for a purpose specified in Rules 12.2 and 12.3 shall not part with the possession of the house site purchased, by way of sale, mortgage, gift, exchange, or lease for a term exceeding three years, without the previous permission of the sanctioning authority.

If at any time before retirement, the subscriber parts with the possession of the house or house site without obtaining the previous permission of the sanctioning authority the sum withdrawn by him shall forthwith be repaid by him to the fund in one lump sum and in default of such repayment, the sanctioning authority may by order direct that the sum not so repaid shall be recovered from his emoluments, either in lump sum or in such number of monthly instalments, as may be determined by the sanctioning authority.

13.1. The application for grant of advance under rules 10, 11 and 12 shall be made by the subscriber in Form No. 6 and the sanctioning authority shall issue the sanction order in Form No. 7.

**Form of
Application for
advance and
sanction order**

14.1. Recovery of advance shall start with the payment of the salary for the month following the one in which advance is drawn.

**Recovery of
advance**

14.2. When the advance already sanctioned under Rules 10, 11 or 12 has not been fully recovered and another advance or advances under Rule 11 or 12 are to be sanctioned, the outstanding balance or balances of the previous running advance or advances, should be consolidated and subsequent instalments for recovery of advance should be fixed with reference to the consolidated amount.

15.1. In case it is noticed by the sanctioning authority that the money drawn as an advance from the fund under the rules 10, 11 or 12 has been utilised for the purpose other than that for which sanction was given, the amount in question shall be recovered, in one

**Misapplication
of advance**

lump sum but if the recovery is more than half the salary of the subscriber it can be recovered in instalments of not less than half of his salary till the entire amount is recovered.

Withdrawal of accumulations in the fund

- 16.1. When a subscriber quits the service the amount standing to his credit in the fund shall become payable to him.
- 16.2. When a subscriber proceeds on leave preparatory to retirement or during leave he has been permitted to retire or has been declared unfit by the competent medical authority for further service, the amount standing to the credit of the subscriber shall become payable to him.
- 16.3. Payment of final withdrawal in accordance with the provisions of rules 16.1 and 16.2 will be made by the Comptroller to the subscriber on the death of the subscriber before the amount standing to his credit becomes payable or is paid to him, the amount shall be payable in accordance with the nomination filled under Rule 6. If no such nomination subsists, the amount will become payable to members of his family in equal shares, subject to the condition that, if there are other members of the family no share shall be payable to ;
 - (1) Sons who have attained majority;
 - (2) Sons of a deceased son who has attained majority;
 - (3) Married daughters whose husbands are alive;
 - (4) Married daughters of a deceased son whose husbands are alive;

Provided further that the widow or widows and the child or children of deceased son shall receive between them in equal parts only the share which that son would have received if he had survived the subscriber and had been exempted from the provisions of clause (i) of the first provision under 16.3 above.

(ii) when the subscriber leaves no family, if a nomination made by him in accordance with the provision of rule 6 or the corresponding rules there to in force in favour of any person or persons subsists, the amount standing to 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.

16.1. Payment for provident fund balances to the subscribers or super-annuation procedure for.

In order to speed-up the payment to subscriber and to overcome the difficulties for final payment, during the last six months of service under University i. e. during the last six months of the date of retirement on superannuation the subscriber shall be allowed to have option whether to make subscription to provident fund or not. For this purpose, the following procedure shall be adopted.

- (1) All the drawing officers shall ensure that the application for final payment reach the Comptroller four months prior to the date of superannuation of the University employee.
- (2) The University employee who intends to discontinue the subscription to provident fund during the last six months of service under University, shall intimate the drawing officer eight months prior to the date of superannuation, his intension to discontinue the subscription. The drawing officer shall in his turn communicate this fact to the Comptroller. In the provident fund schedules of such persons who have volunteered to stop subscription during the last six months of service, a suitable note shall be given in the monthly schedule of the last deduction indicating that the subscriber has discontinued the subscription mentioning the dates when the subscription is discontinued.

- 17.1. The balance in the fund shall be invested in consultation with the Finance Committee in such manner as it may determine. **Investment and utilisation**
- 18.1. Subject to the other provisions made under the rules, the Comptroller shall administer and operate the fund and shall be competent to receive, withdraw or pay amounts or invest balances of the fund as provided in the statutes and to prescribe system of accounting necessary for these purpose. **Operation of accounts of funds**
- 19.1. As soon as possible, after the close of each financial year, the Comptroller shall send to each subscriber a statement in Form No. 8 of account showing the opening balance as on 1st April of the year, the total amount credited and debited during the year, the total amount of interest credited as the 31st March of the year and the closing balance on that date. **Annual statement to be supplied to subscriber**
- 19.2. The subscriber should satisfy as to the correctness of the annual statement and errors should be brought to the notice of the Comptroller within three months from the date of receipt of the statement.
- 20.1. Where the operation of any of the provisions in these statutes causes or is likely to cause undue hardship to a subscriber and when a doubt arises regarding interpretation or implementation of any provision of these rules, the Comptroller may with the prior approval of the Vice-Chancellor issue necessary orders in individual cases in such manner as may appear to him to be just and equitable. **Interpretation of provisions**

1G.P.F. rules as may be declared by the State Government from time to time for its employees will be applicable to the Gujarat Agricultural University Employees except the investment policies.

FORM 2

(See Rule 5.2)

GUJARAT AGRICULTURAL UNIVERSITY

(Application for admission to the University Provident Fund to be submitted in triplicate)

Name of Applicant	Official Designation	Office to which attached if an absorbed State Government employee state accordingly	Service to which applicant belongs	Whether applicant's service is pensionable or not	Whether the applicant is temporary or re-employed. If temporary give the date of commencement of service	Rate of emoluments per mensem
1	2	3	4	5	6	7
Rate of subscription per mensem	If subscribers to any other fund the name of the fund	Whether the applicant has a family or not	Account number to be allotted by the Comptroller	Remarks		
8	9	10	11	12		

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Absorbed State Government employees should record in col. No. 8 and 9 their Govt. P. F. A/c No. and rate of subscription.

NOMINATION IN FORM NO. I/II/III/IV (STRIKE OUT NUMBERS
NOT APPLICABLE) IS ENCLOSED IN TRIPPLICATE

Station _____

Date _____

Enclosures _____

Signature of Applicant

Signature and Designation of the
Head of the Office

GUJARAT AGRICULTURAL UNIVERSITY, SARDAR KRUSHINAGAR

No. _____ dated _____ the _____ 19 _____
returned with the account number allotted. This number should be quoted in all correspondence concerning
provident fund.

(Signature)
COMPTROLLER/DEPUTY COMPTROLLER/
ASSISTANT COMPTROLLER

FORM 2

(See Rule 6.1)

FORM OF NOMINATION

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 3.1 (2) of the Gujarat Agricultural University provident fund rules 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 & Address of nominee	Relationship with subscriber	Age	Contingencies of the happening of which the nomination shall become invalid	Name, address & relationship of the person or persons, if any to whom the right of the nominee shall pass in the event of his predeceasing the subscriber
1	2	3	4	5

Dated the _____ day of _____ 19____
 _____ at _____

Signature of witnesses.

1. _____

2. _____

Signature of Subscriber.

Date :

Countersigned & forwarded to the
Comptroller,
Gujarat Agricultural University.

(Signature)
Head of the Office

(Seal of Office)

No.

Gujarat Agricultural University,

Dated the : 19

A copy of the nomination has been received and registered. Duplicate is returned for your information.

COMPTROLLER/DEPUTY COMPTROLLER/
ASSISTANT COMPTROLLER.

FORM 3

(See Rule 6.1)

FORM OF NOMINATION

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 3.1 (2) of the Gujarat Agricultural University provident fund rules 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, and that the said amount shall be distributed among the said persons in the manner shown below against their names :

Name & address of nominees	Relationship with subscribers.	Age	Amount/ share of accumulations to be paid to each.	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 of the nominees shall pass in the event of this predeceasing the subscriber or the happening of the contingency or contingencies specified in col. 5.
----------------------------	--------------------------------	-----	--	---	--

1	2	3	4	5	6
---	---	---	---	---	---

1Note : 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.

Dated this _____ day of _____ 19 _____

At _____

Signature of Witnesses.

1. _____

2. _____

Signature of Subscriber

Form-3 (Contd.)

Countersigned and forwarded to the
Comptroller.

(Signature)
Head of the Office

Dated _____

(Seal of Office)

No.

Gujarat Agricultural University,

Dated the 19

A copy of the nomination has been received and registered. Duplicate is returned for your information.

COMPTROLLER/DEPUTY COMPTROLLER/
ASSISTANT COMPTROLLER.

FORM 4

(See Rule 6.1)

FORM OF NOMINATION

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

I have no family as defined in Rule 3.1 (2) of the Gujarat Agricultural University provident fund rules and 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 the amount has become payable, or having become payable has not been paid :

Name and address of nominee	Relationship with subscriber	Age	Contingencies on the happening of which the nomination shall become invalid	Name, address and relationship of the person, if any, to whom the nomination shall pass in the event of his predeceasing the subscriber or on the happening of the contingency or contingencies specified in column 4.
1	2	3	4	5

Note : When a subscriber who has no family makes a nomination, he shall specify in col. 4 that the nomination shall become invalid in the event of his subsequently acquiring a family.

Dated this _____ day of _____ 19 _____

_____ At _____

Signature of Witness.

1. _____

2. _____

Signature of Subscriber

Countersigned and forwarded to the
Comptroller,
Gujarat Agricultural University.

(Signature)
Head of the Office

(Seal of Office)

No.

Gujarat Agricultural University,

Dated the

A copy of the nomination has been received and registered. Duplicate is returned for your information.

COMPTROLLER/DEPUTY COMPTROLLER
ASSISTANT COMPTROLLER

FORM 5

FORM OF NOMINATION

(See Rule No. 6.1)

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

I have no family defined in Rule 3.1 (2) of the Gujarat Agricultural University provident fund rules, and hereby nominate the persons mentioned below to receive the amount that may stand to my credit in the fund in the event of my death before that amount has become payable or having become payable has not been paid, and direct that the said amount shall be distributed among the said persons in the manner shown below against their names :

Name & address of nominees	Relation-ship with subscriber	Age	Amount of share of accumulations to be paid to each	Contingencies on the happening of which the nomination shall become invalid	Name, address & relationship of the person to whom the right of the nominee shall pass in event of his predeceasing the subscriber or on the happening of any of contingencies specified in col. 5
1	2	3	4	5	6

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.

Note : 2 When a subscriber, who has no family, makes nomination, he shall specify in col. 5 that the nomination shall become invalid in the event of his subsequently acquiring a family.

Dated this _____ day of _____ 19 _____

At _____

Signature of Witnessess.

1. _____

2. _____

Signature of Subscriber.

Countersigned and forwarded to the
Comptroller,
Gujarat Agricultural University.

(Signature)
Head of the Office

Dated the :

(Seal of Office)

No. _____ Gujarat Agricultural University

Dated the

A copy of the nomination has been received and registered. Duplicate is returned for your information.

COMPTROLLER/DEPUTY COMPTROLLER
ASSISTANT COMPTROLLER

GUJARAT AGRICULTURAL UNIVERSITY

FORM 6

(See Rule No. 13.1)

Application for grant of G.P.F. Advance

1. Name of the Subscriber
2. Account Number
3. Designation
4. Pay
5. Balance at credit of the subscriber on the date of application
6. Amount of advances outstanding, if any and the purpose for which advance was taken then
7. Amount of advance required
8. Purpose for which the advance is required
9. Amount of the consolidated advance (item 6 and 7) and number (and amount) of monthly instalment in which the consolidated advance is proposed to be repaid
10. Full particulars of the pecuniary circumstances of the subscriber justifying the application for the temporary withdrawal.

Place :

Signature of Applicant

Date :

GUJARAT AGRICULTURAL UNIVERSITY

FORM 7

(See Rule No. 13.1)

Sanction order for G.P.F. Advance

(A) Sanction is hereby accorded under rule _____ (_____)
 _____ for the grant of a temporary advance of
 Rs. _____ (in words) _____ to Shri/Smt./Kum. _____
 _____ from his/her
 G.P.F. Account No. _____ to enable him/her
 to defray expenses on account of _____ () _____ .

(B) The advance will be recovered in _____
 monthly instalments of Rs. _____ each, commencing from the
 salary of _____ payable in _____ .

(C) A sum of Rs. _____ (in words) _____
 out of the advance of Rs. _____ (in words) _____
 sanctioned and paid to him/her in _____ has not
 been recovered as on date. This amount together with the advance now sanctioned
 aggregating Rs. _____ (in words) _____ will be recovered
 in _____ monthly instalment of Rs. _____
 each commencing for the salary of _____
 payable in _____ .

Signature and designation
 of the sanctioning authority

Place :

Date :

GUJARAT AGRICULTURAL UNIVERSITY

FORM 8

(See Rule 19.1)

Annual statement of account of University Provident Fund

1. Name of Subscriber
2. Designation & Address
3. University Employee's Provident Fund Account No.
4. Year
5. Date of interest amount Rs. _____ per cent per annum

Opening Balance	Subscription received	Recoveries of advance with interest	Interest for the year	Total	Deduct withdrawal		Closing Balance
					advances repayble	Nonrefund- able advance	
Rs.	Rs.	Rs.	Rs.	Rs.	Rs.	Rs.	Rs.
1	2	3	4	5	6	7	8

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Place :

**COMPTROLLER/DEPUTY COMPTROLLER/
ASSISTANT COMPTROLLER**

Dated the

No. _____ Dated _____

It acknowledge receipt of the account slip for the year ending 31-3- . The balance is acceptable to me/is not acceptable to me and discrepancies are shown in the attached statement for reconciliation.

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(Signature)

To,
The Comptroller,
Gujarat Agricultural University

FIRST SCHEDULE

(See Rule 12.1 (i) (b))

Specialised Courses of Study :

- (a) Diploma courses in the various fields of Engineering and Technology e.g. Civil Engineering, Mechanical Engineering, Electrical Engineering, Metallurgy, Automobile Engineering, Textile Engineering, Leather Technology, Chemical Technology, Printing Technology etc. conducted by the recognised technical institutions.
- (b) Degree courses in the various fields of Engineering and Technology e.g. Civil Engineering, Mechanical Engineering, Engineering and Electronics, Mining Engineering, Metallurgy, Aeronautical Engineering, Chemical Engineering, Textile Technology, Leather Technology, Pharmacy Geromic etc. conducted by the Universities and the recognised technical institutions.
- (c) Post-graduate course in the various field of engineering and technology conducted by the Universities and the recognised institutions.
- (d) Degree and diploma courses in Architecture, Town Planning and allied subjects, conducted by the recognised Universities and by the institutions.
- (e) Diploma and certificate courses in commerce conducted by the recognised institutions.
- (f) Degree courses in Agriculture, Veterinary Science and allied subjects, conducted by the recognised Universities and by the institutions.
- (g) Courses conducted by Junior Technical School.
- (h) Courses conducted by the Industrial Training Institutions under the Ministry of Labour and Employment (DGE & T).
- (i) Degree and diploma courses and art or applied art and allied subject conducted by the recognised institutions.
- (j) Draftsmanship courses conducted by the recognised institutions.
- (k) Medical courses.
- (l) All degree courses in the recognised colleges.

SCHEDULE IV

GUJARAT AGRICULTURAL UNIVERSITY

EMPLOYEES CASUAL LEAVE, SPECIAL CASUAL

LEAVE AND COMPENSATORY LEAVE RULES

SCHEDULE IV

GUJARAT AGRICULTURAL UNIVERSITY

EMPLOYEES CASUAL LEAVE, SPECIAL CASUAL LEAVE AND COMPENSATORY LEAVE RULES

Title and Commencement	1.1. These rules may be called "The Gujarat Agricultural University employees Casual Leave, Special Casual Leave and Compensatory Leave Rules" and they shall come into force with effect from such date as may be specified by the Board. ¹
Applicability	2.1. Unless otherwise specifically provided, these rules shall apply to all University employees whose conditions of service the University is competent to prescribe and to those who are on foreign service and or on deputation to the University.
Definitions	3.1. In these rules, unless the context otherwise requires (1) "ACT" means the Gujarat Agricultural University Act, 1969. (2) "UNIVERSITY EMPLOYEE" includes :— (i) an officer of the University as defined in Section 2(8) of the Gujarat Agricultural University Act, 1969 excluding the Chancellor, Vice-Chancellor and the Directors of Campuses, (ii) a teacher in the University as defined in Section 2(17) of the Gujarat Agricultural University Act, 1969; and (iii) any other employee of the University other than an officer or a teacher. (3) "HEAD OF OFFICE" means a University employee who has been declared as such under

¹ The rules have come in force with effect from 1-6-74 as specified by the Board of Management on 4-5-1974.

the statutes and included as officer of the University.

- (4) "MEDICAL OFFICER" means
- (i) a Medical Officer appointed as such by the University.
 - (ii) a Registered Medical Practitioner approved by the University in this behalf;

OR

- (iii) a Civil Surgeon or a Government Medical Officer;

OR

- (iv) a Medical Officer in charge of Panchayat Hospital or Municipal Hospital.
- (5) Recognised Association/Union, means Association/ Union, recognised by the Board of Management of the University.

The words and expressions provided in the Gujarat Agricultural University Act, 1969, and not defined in these rules shall have the meaning assigned to them in the Act.

- 4.1. The casual leave admissible to the University employee shall be 12 days in a calendar year. The same shall be granted by the head of office subject to the following conditions :

Casual Leave

- (1) It shall not be granted to cause evasion of the rules regarding;
 - (a) Date of commencement of pay and allowances,
 - (b) Charge of Office,

(c) Commencement and end of regular leave; and

(d) Return to duty.

OR

So as to extend the term of leave beyond the period already sanctioned, casual leave cannot therefore, be combined with regular leave or joining time.

(ii) Sundays and holidays can be prefixed and/or suffixed to the casual leave. The same falling within the period of casual leave shall not be treated as part of the casual leave.

(iii) Not more than seven days shall be sanctioned as casual leave at a time, provided the absence from duty including sundays and holidays does not exceed ten days.

4.2. The casual leave admissible to a University employee who is newly appointed during the calendar year shall not necessarily be in proportionate to the service rendered by him. The same shall be admissible to such an employee upto a limit of 12 days at the discretion of the head of office sanctioning the casual leave.

4.3. Sanction of casual leave shall be at the discretion of head of office.

**Half Day's
Casual Leave**

5.1. Half day's casual leave may be granted as under :—

(a) For employee whose working hours are 10.30 a.m. to 5-30 p.m.

From 10-30 a.m. to 2-00 p.m.

OR

From 2-00 p.m. to 5-30 p.m.

- (b) For employee whose working hours are 11-00 a.m. to 6-00 p.m.

From 11-00 a.m. to 2-30 p.m.

OR

From 2-30 p.m. to 6-00 p.m.

- (c) For farms, dairies, etc. whose working hours are in the morning and afternoon.

Morning Shift

OR

Afternoon Shift

- 6.1. The special casual leave as admissible under the following rules may be sanctioned by the head of office to the University employee subject to the conditions mentioned therein.
- 6.2. Special casual leave for sterilization operation (vasectomy or salpingectomy) under the family planning scheme, not exceeding six working days, may be granted to any regular University employee who undergoes such operation.
- 6.3. Special casual leave not exceeding 14 days may be granted to a female University employee who undergoes non-perperal sterilisation.
- 6.4. A male University employee whose wife undergoes a non-purperal sterilisation (tubectomy operation without delivery) may be granted special casual leave not exceeding 7 days for this period. The grant of such special casual leave shall be subject to production of a medical certificate from the medical practitioner who actually performs the operation.
- 6.5. The special casual leave which may thus be sanctioned can be combined with ordinary casual leave or the

Special Casual Leave.

For operation sterilization.

For non-purperal Sterilization.

regular leave provided such leave application is supported by a medical certificate from the medical practitioner who actually performs the operation to the effect that the presence of a University employee is essential for the period of leave asked for to look after the wife who undergoes a non-purperal or gynaecological sterilisation (tubectomy operation without delivery).

For participation in sports, events, tournaments etc.

- 7.1. Special casual leave for participating in sports, events, tournaments etc., not exceeding thirty days in any one calendar year may be granted by the Director of Students Affairs to a University employee/who is a sportsman of all India repute to enable him to take part in sporting events, tournaments and matches of national or international importance. The period of absence in excess of thirty days should be treated as regular leave of the kind admissible under relevant leave rules applicable to the employee.
- 7.2. For this purpose, a University employee may as a special case be permitted to combine special casual leave with regular leave, special casual leave should not, however be granted in combination with ordinary casual leave.
- 7.3. The special casual leave under the sub-rule (1) above may be allowed only--
 - (a) for participation in sporting events of national or international importance, and
 - (b) when the University employee concerned is selected for such participation.
 - (i) in respect of international sporting events by any one of the following organisation as a team which is accepted as representative on behalf of India :
 - (1) The All India Foot-Ball Federation.
 - (2) The Indian Hockey Federation.

- (3) The Board of Control for Cricket in India.
 - (4) The India Olympic Association.
 - (5) The All-India Lawn Tennis Association.
 - (6) The All-India Badminton Association.
 - (7) The Table-Tennis Federation of India.
 - (8) The All-India Women's Hockey Association;
- and
- (9) The National Rifle Association, India.

OR

- (ii) In respect of events of national importance, when the sporting events in which participation takes place, is held on an inter-state, inter-zonal or inter-circle basis, and the University employee concerned takes part in the event in a team as a duly nominated representative on behalf of the State, zone or circle, as the case may be.

The above concession is not to be allowed for participation either in a national or international sporting event in which such participation of the University employee takes place in his personal capacity and not in a representative capacity.

- 7.4. The concession of special casual leave may be extended to matches played by employees on behalf of a club or gymkhana of the University. This concession should be available only when the employee participates in the matches as representatives of the club/gymkhana and not in personal capacity. Further the concession should be allowed only in respect of matches conducted by recognised sports organisations such as the Times of India Shield Cricket Tournament.

Special Casual Leave to the members of the Managing Committee of the recognised Association/ Unions of the employees of the University.

- 8.1. Special casual leave upto a maximum of 10 days in a calendar year may be granted to the members of the Managing Committee of the recognised associations/unions for attending executive meetings, conferences and such other activities pertaining to the associations/unions.

Half pay Special Leave to Donors.

- 9.1. Special casual leave for a half day may be granted to the University employees donating blood to the Indian Red Cross Society with a view to provide rest after tapping the blood. This special leave should not be debited to the regular casual leave of the employee concerned.

Compensatory Leave.

- 10.1. Compensatory leave may be granted to the members of the staff of the University when they have been called to work on holidays or on Sundays for more than four hours.
- 10.2. This leave cannot be prefixed or suffixed to any kind of leave including casual leave and shall be availed of in the calendar year in which it is earned.
- 10.3. The leave sanctioning authority will allow the concerned staff member to go on such exchange leave when they can be spared.
- 10.4. Only one compensatory holiday may be allowed at a time.
- 10.5. The compensatory leave shall not be admissible to the University employees whose minimum starting pay is Rs. 659/- and above per month.

SCHEDULE V

GUJARAT AGRICULTURAL UNIVERSITY

EMPLOYEES HOUSE BUILDING ADVANCES RULES

SCHEDULE V

GUJARAT AGRICULTURAL UNIVERSITY

EMPLOYEES HOUSE BUILDING ADVANCES RULES

**Title and
Commencement**

- 1.1. These rules may be called "The Gujarat Agricultural University Employees House Building Advances Rules" and they shall come into force with effect from such date as may be specified by the Board.¹

Applicability.

- 2.1. Unless otherwise specifically provided, these rules shall apply to all the University employees whose conditions of service the University is competent to prescribe and who fall under the following / categories of University employees, namely :-

(a) University employee who is in permanent service of the University; and

(b) a temporary University employee who has put in atleast five years' continuous service and the sanctioning authority is satisfied that he is likely to continue in University service, at least till the house for which the advance is sanctioned is built and mortgaged to University.

- 2.2. These rules shall also apply to :

(a) all employees of the Government of Gujarat who are taken over and employed by the University alongwith the activities on or after 1-6-1972 and who have opted for permanent absorption in the service of the University under clause (b) of sub-section (2) of section 52 of the Gujarat Agricultural University Act 1969 and who have thereafter opted for these rules before the date specified by the Board in this behalf. If they have not opted for these rules, they shall be governed by the rules of the Government of Gujarat in this behalf as in force from time to time.

¹ The rules have come in force with effect from 1-6-74 as specified by the Board of Management on 4-5-1974.

(b) all employees of the Institute of Agriculture, Anand who are taken over and employed by the University alongwith the activities with effect from 1-6-1972 and who have opted for these rules before the date specified by the Board in this behalf. If they have not opted for these rules, they shall be governed by the rules of the Institute of Agriculture, Anand in this behalf as in force immediately before 1-6-1972.

(c) all the employees of the Agricultural School, Aliabada, who are taken over and employed by the University alongwith the activities with effect from 1-2-1973 and who have opted for these rules before the date specified by the Board in this behalf. If they have not opted for these rules, they shall be governed by the rules of the Agricultural School, Aliabada, in this behalf, as in force immediately before 1-2-1973.

- 2.3. In respect of employees who are taken over and employed by the University under rule 2.2 (a), (b) and (c) above and who have opted for permanent absorption in the service of the University, their previous service under Govt. or institutions concerned shall also be taken into account to make them eligible for the grant of advance under these rules.
- 2.4. In case where both husband and wife happen to be in University service and eligible for grant of advance, it shall be admissible to one of them.
- 3.1. In these rules, unless the context otherwise requires :-

Definitions.

- (1) "ACT" means the Gujarat Agricultural University Act, 1969.
- (2) "BOARD" means the Board of Management constituted under Section 25 of the Gujarat Agricultural University Act, 1969.
- (3) "UNIVERSITY EMPLOYEE" includes
- (i) an officer of the University as defined in Section 2(8) of the Gujarat Agricultural University Act, 1969, excluding Chancellor, Vice Chancellor and the Directors of Campuses;

(ii) a teacher in the University as defined in Section 2(17) of the Gujarat Agricultural University Act, 1969, and

(iii) any other employee of the University other than an officer or a teacher.

(4) "PAY" includes officiating pay (except officiating pay drawn in leave vacancy) and personal pay but not special pay and any other emoluments not specifically declared as pay.

The words and expressions used in these rules but not defined here shall have the meaning assigned to them in the Act.

4.1. The following general conditions shall regulate the grant of house building advance :

**General
conditions.**

(i) No advance shall be sanctioned unless there is sufficient fund provided in the budget and a specific allotment placed by the Comptroller at the disposal of the drawing officer.

(ii) Such advance must be for bonafide needs viz. for the purchase of land with the object of constructing a suitable dwelling house for personal residence of the applicant concerned or for building a suitable dwelling house on the land owned by the applicant. If the amount of advance exceeds the actual expenditure incurred for the purpose, the excess shall be refunded to the University forthwith.

(iii) An advance may be granted to an applicant eventhough he has availed of a loan or an advance or has made withdrawal from his provident fund for any purpose other than the one for which the advance is paid under these rules, provided the total amount drawn from other sources and the advance under these rules does not exceed Rs. 1,00,000 or 75 (seventy five) months' pay whichever is less subject to the condition that the applicant undertakes to repay outstanding loans, advances other than withdrawal

of provident fund together with interest forthwith in lump sum.

(iv) Every application for advance under these rules shall be submitted in the form set out in Annexure-I hereto and shall be accompanied by plans and estimates prepared in regard to a house proposed to be constructed, purchased or enlarged.

Note : The cost of the house to be built/purchased (including the cost of plot) should not exceed to Rs. 1,00,000 or seventy five months' pay of the University employee whichever is less.

(v) Neither the applicant nor the applicant's wife, husband or minor child, as the case may be must be the owner of a house. The University may, however, relax this condition;

(a) if the applicant or the applicant's wife, husband or minor child owns a house in a village, and the applicant desires to settle down in a town; or

(b) where an applicant happens to own a house jointly with other relations and he desires to build a separate house for his bonafide personal residence.

(vi) The advance may also be granted to a University employee who owns the land/house jointly with his/her wife/husband if otherwise admissible; provided both the husband and wife are willing to mortgage the land/house in favour of the University as security for the repayment of advance.

The application in such cases should be accompanied by a letter from the wife or husband (as the case may be) that if the loan applied for is sanctioned, the wife/husband will mortgage her/his share of the land property, jointly with her husband, his wife as security for repayment of advance.

5.1. Advance may be granted to a University employee;

(a) for construction of a house;

**Purpose for
grant of
advance**

(b) for purchase of land and construction of a house thereon;

(c) for purchase of land with ready-built house;

(d) for purchase of land with ready built house and also for remodelling or for reconstruction of such house;

(e) for enlarging living accommodation in an existing house owned by him;

(f) for carrying out heavy or special repairs to an existing house owned by him.

NOTE : The term "house should also include a flat."

5.2. The house proposed to be constructed or purchased by a University employee or owned by him as afore-said may be located at any place within the jurisdiction of University or at any place within the territory of India where the University employee proposes to settle down after retirement.

**Limit of
advance**

6.1. Advance shall not be sanctioned for more than one house and no University employee may receive a second advance while any portion of a previous advance is outstanding against him. The amount of advance shall not exceed.

(a) 75 (seventy five) months' pay subject to a maximum of Rs. 50,000/- for the purposes specified in rule 5(a), (b), (c) and (d);

(b) sixty months' pay subject to a maximum of Rs. 15,000/- for the purpose specified in rule 5(e);

(c) twelve months' pay subject to a maximum of Rs. 5,000/- for the purpose specified in rule 5(f).

7.1. In all cases of advance, the land together with the house thereon, shall be mortgaged to University as security for due repayment of the loan and appro-

prate documents shall be executed in the form and manner prescribed by these rules.

- 7.2. In order to ensure that the mortgaged property is fully secured with University, the sanctioning authority should, on receipt of mortgaged deed/other documents required to be registered under the rules, take immediate steps to get them duly registered.
- 8.1. (a) The University employee shall satisfy the sanctioning authority that he has good and marketable title to the land upon which the house is or is proposed to be built.
- (b) In the case of an advance for purchase and construction of flats, the applicant should also furnish evidence of seller's clear title to the land and collateral security to the satisfaction of the sanctioning authority.
- 8.2. Sub-rule (1) above does not preclude the grant of an advance to a person who does not possess full proprietary rights in the land upon which he intends to build, if the sanctioning authority is satisfied that the applicant holds the land on a lease of which the unexpired portion of a term and value sufficient to justify the grant of the advance and there is no danger of lease lapsing. While examining the applicant's title the sanctioning authority shall see that the lease does not prevent any sub-demise by the lease (the mortgagor). A mortgage deed in such cases shall be in Forms D.1, D.2, D.3, or D.4 whichever is relevant.
- 8.3. Where ground rent, municipal taxes and similar dues are payable to local authorities on account of land taken on lease, the sanctioning authority may, ask the University employee taking the advance, to produce for inspection receipts for the payments so made within fifteen days of their falling due. If the sanctioning authority finds that the rent taxes of such dues have not been paid by the University employee concerned, it may recover an amount equal to the assessment of the rent, taxes or dues, including interest

**Mortgage deed/
other documents.**

Title.

thereon, if any, from his pay for payment of the rent, taxes or dues as the case may be.

- 8.4. The University employee shall also furnish, preferably in consultation with his own legal advisor, a detailed note explaining his title by reference to the documents and events if any. The note shall be got verified by the collector of the district in which the property is situated who after verifying the contents with the representative records shall certify whether the property is free from encumbrances.

**Mode of
payment of
advance.**

- 9.1. All house building advances shall be paid in the manner specified below :

(a) Advances required partly for purchase of land and partly for constructing a new house shall be paid as follows :

(i) An amount not exceeding 20 per cent of the sanctioned advance shall be payable to the applicant for purchasing a plot of land on his executing an agreement in Form "A" appended to these rules for the repayment of the advance. In all cases in which a part of the advance is paid for the purchase of land, the land must be purchased and sale-deed together with all other documents of title in respect thereof produced for inspection of the sanctioning authority concerned within two months of the date on which the above amount of 20 per cent is drawn. In default of the production of such sale deed and other documents of title or where the documents so produced do not disclose a good and marketable title, the applicant shall be liable to refund to University at once the entire amount of the advance with interest thereon up to date.

(ii) A further amount equal to 30 per cent of the sanctioned advance shall be payable to the applicant on his executing in favour of the University a mortgage deed in Form "B" appended to these rules mortgaging the land purchased by him alongwith the house to be built thereon.

(iii) A further amount equal to 40 per cent of sanctioned advance shall be payable when the construction of the house reaches plinth level, and

(iv) The balance of the sanctioned advance shall be payable when the construction of house has reached roof level, provided that the sanctioning authority is satisfied that on its completion the house will become habitable and fit for occupation in all respects.

(b) Advance required only for constructing a new house shall be paid as follows :

(i) An amount equal to 30 per cent of the sanctioned advance shall be payable to the applicant on his executing in favour of University a mortgage deed in Form "B I" appended thereto mortgaging the land owned by the University employee alongwith the house to be built thereon.

(ii) A further amount equal to 40 per cent of the sanctioned advance shall be payable when the construction of the house had reached plinth level.

(iii) The remaining 30 per cent of the advance sanctioned shall be payable to the applicant when the construction of the house has reached roof level, provided that the sanctioning authority is satisfied that on its completion the house will become habitable and fit for occupation in all respects.

(c) Advance required for (i) enlarging residential accommodation in an existing house or (ii) carrying out extra-ordinary or special repairs to an existing house owned by the University employee shall be payable to the applicant on his executing in favour of the University a mortgage deed in Form "B 2" appended to these rules mortgaging the land alongwith existing house thereon.

(d) Advance required for purchasing a ready built house may be sanctioned by the competent authority after being satisfied that prima-facie the title of the

University employee on completion of the contemplated purchase shall be good and marketable.

Payment of the entire amount required by and admissible to the applicant may be made in one lump-sum on the applicant executing an agreement in Form "A1" for the repayment of the loan. The purchase shall be completed and the house mortgaged to the University within 3 months of the drawal of the advance by execution of a mortgage deed in Form "B 3" appended to these rules failing which the advance together with interest thereon shall be refunded to University forthwith, unless an extension of time is granted by the sanctioning authority.

**Repayment of
advance**

10.1. All house building advances shall be repayable in the following manner :

(a) Every advance granted for purchase of land and construction or for construction or purchase of a house or for enlarging residential accommodation in an existing house shall be repaid with interest in full by monthly instalments within a period not exceeding 20 years. The recovery of the advance shall be made in not more than 180 monthly instalments (i.e. 15 years) and thereafter interest shall be recovered in not more than 60 monthly instalments (i.e. 5 years).

(b) Recovery of advance for constructing a new house or enlarging residential accommodation in an existing house, shall commence from the pay of the month following the completion of the house or the pay of 18th month after the date on which the first instalment of the advance is paid to the University employee whichever is earlier. In the case of an advance taken for purchasing a ready built house or for special repairs, recovery shall commence from the pay of the month following the month in which the advance is drawn.

(c) It shall be open to a University employee to repay the amount in a shorter period if he so desires. In any case, the entire advance must be repaid in full

(with interest thereon) before the date on which he is due to retire from service.

(d) In order to avoid undue hardship to a University employee, who is due to retire within 16 years of the date of application for the grant of an advance and under "the service rules of the University employees" applicable to him, is eligible for the grant of a gratuity or death-cum-retirement gratuity, the University employee shall be allowed to repay the advance with interest in monthly instalments (the amount of which shall not be less than the amount of monthly instalments on the basis of repayment within a period of 16 years) during the remaining period of his service subject to the condition that the University shall be entitled to recover the unpaid balance of the advance and interest at the time of his retirement or death preceding retirement, from the gratuity that may be sanctioned to such University employee.

(e) An advance granted for the purpose of extraordinary or special repairs to a house shall be recovered together with the interest thereon within a period not exceeding eight years. First, the recovery of the advance shall be made in not more than 72 monthly instalments and thereafter the interests shall be recovered in not more than 24 monthly instalments.

(f) Recovery of the advance shall be effected from the monthly pay/leave salary bills of the University employees concerned by the drawing officer. These recoveries shall not be heldup or postponed except with the prior concurrence of Vice-Chancellor.

(g) Where a University employee does not repay the balance of the advance due to University on or before the date of his retirement, the University may enforce the security of the mortgage at any time thereafter and recover the balance of the advance due together with such enhanced interest not having less than 8 per cent per annum and not more than 10 per cent per annum as the Board may determine in this behalf

and the cost of recovery by sale of the house or in such other manner as may be permissible under the law.

(h) Where a University employee ceases to be in service for any reason other than normal retirement superannuation or if he dies, before repayment of the advance in full, the entire outstanding amount of the advance shall become payable to the University forthwith. The Vice-Chancellor may, however, in deserving cases, permit the University employee concerned or his successors in interest, as the case may be, or sureties where the house has not been completed and/or mortgaged to the University by that time, to repay the outstanding amount together with interest thereon in suitable instalments. Failure on the part of University employee concerned to repay the advance for any reason whatsoever, the University may enforce mortgage and take such action to effect recovery of the outstanding amount in accordance with law.

Liability of University employee quitting the service etc. for repayment of advance

11.1. A University employee quitting or removed from the station where he has built or purchased a house before the whole amount of advance has been repaid, shall continue to be liable to the deduction of his monthly instalment until the advance has been repaid; but with the special sanction of University he may be allowed to (i) dispose of the house, provided he is thereby enable to clear off at once the whole amount due, or (ii) to transfer the house to any University employee of his own or higher rank the future deductions being made from the pay of such University employee.

Rate of interest

112.1. The advances granted under these rules shall bear such rate of interest as may be prescribed by the State Government for its employees from time to time.

12.2. The interest shall be calculated on balances outstanding on the last day of each month. The amount of interest calculated accordingly shall be recovered in one or more instalments by which principal is repay-

able. The recovery of interest shall commence from the months following the month in which the last instalment of principal is repayable.

- 13.1. In addition to execution of the agreement and mortgage deed referred to in Rule 9 above, the following categories of applicants shall also be required to furnish a surety bond executed by a permanent University employee or any other solvent surety acceptable by the sanctioning authority in Form "C" before the sanctioned advance or any part thereof is actually disbursed to them.

**Surety bond
in certain
cases.**

(i) All applicants who are not in permanent employ.

(ii) All applicants who are due to retire from service within a period of 18 months following the date of application for the grant of an advance.

- 13.2. In the cases where a University employee is a substantive holder of the post, but is not covered by (ii) above, if he requires the advance for the purchase of a ready built house or a flat; he shall in addition to the execution of the agreement/mortgage deed as is applicable to him be required to furnish a surety bond in Form "C" from a University employee who is a substantive holder of a post which is comparable to or higher than the post held by the University employee, who has applied for the advance or any other solvent acceptable to the competent authority, before the advance or any part thereof is disbursed to him.

- 14.1. The University shall bear the registration charges in respect of any mortgage deed prescribed under these rules.

**University
to bear
expenses
registration.**

- 15.1. On repayment of the entire advance with interest and all dues, if any, the University shall release the mortgaged house, by returning the mortgage deed with an endorsement that the mortgage debt has been fully satisfied or paid off. However, if the applicant so chooses, he can get such endorsement or acknowledgment registered at his own cost. Where the applicant

**Release of
mortgage
deed.**

(mortgagor) insists on a formal reconveyance, it shall be in Form No. D-5.

Advance to a University employee who is a member of a co-operative mortgage deed society.

16.1. A University employee who is a member of a Co-operative Housing Society may also be paid a house building advance under the above rules for constructing a house on the society's land either by himself or through the society. When the University employee constructs a house himself on the land taken on lease from the society, he shall execute a mortgage deed in any of the Form No. D-1, D-2, D-3, and D-4 as may be appropriate and the society shall pass a surety bond in Form No. E in favour of the University. Where the building is to be constructed through a society, the amount to be advanced shall be invested in the shares or debentures of the society. The society shall in that case hand over possession of the house to the University employee for occupation within 24 months of the grant of the advance. The University employee shall execute in favour of University a money bond in Form No. 'F' attached hereto undertaking to repay the amount of advance in accordance with the above rules. He shall mortgage his interest in the land and the house to the society instead of to University and the society shall thereupon execute a security bond in Form No. 'G' attached hereto in favour of University.

Insurance.

17.1. Immediately on completion or on purchase of a house, the University employee receiving an advance under these rules shall be required to insure the house at his own cost with the New India Insurance Company against fire, flood, lightning, riots or civil commotion for a sum not less than the amount of advance till the advance together with the interest thereon is paid in full and deposit the policy with the Comptroller. The premium receipts shall be produced regularly for inspection of the sanctioning authority. The Comptroller shall obtain from the University employee concerned a letter to the insurer in Form 'D' attached [hereto to notify to the later the fact that University is interested in the insurance policy secured and himself forward the latter to the insurer and obtain his acknowledgement.

18.1. Applications should be submitted by the University employee to the head of office in the prescribed form (in duplicate). The head of office shall scrutinize the application and satisfy himself of the correctness of the facts etc. stated therein. He shall also examine the title deeds etc. After this has been done, the head of office shall forward the application to the authority competent to sanction the advance. Before issue of formal orders of sanctioning suitable amount of advance, the sanctioning authority shall ascertain the availability of funds from the Comptroller, who should made funds available at the disposal of drawing officers on priority basis.

**Procedure
of dealing
with the
applications**

18.2. The applicant shall satisfy that the sum is to be expended only for the purpose for which it is asked for and shall undertake that if the amount of advance received exceeds the actual expenditure incurred by him, the excess shall be refunded to University forthwith.

18.3. Utilisation of funds for a purpose other than that for which they are sanctioned shall render the University employee liable for disciplinary action apart from is being called upon to refund to University forthwith the entire advance drawn by him.

19.1. Following officers shall be competent to sanction the house building advance under these rules in respect of the officers and employees mentioned against each.

**Competent
authority to
sanction
advance**

Name of authority	Extent of Powers
(1) Vice-Chancellor	(i) Officers of the University, except <ul style="list-style-type: none"> (a) Vice-Chancellor (b) Director of Campus (c) Deans (other than Post-graduate studies)

(ii) Principals of Colleges

(iii) Teachers

(iv) Other employees whose minimum starting pay is Rs. 650/- and above p.m.

(2) Director of Campus

For employees in colleges and offices in the zone whose minimum starting pay is less than Rs. 650/- p.m.

(3) Registrar

For employees in Vice-Chancellor's Office whose minimum starting pay is less than Rs. 650/- p.m.

subject to the availability of funds.

Last pay certificate

20.1. The last pay certificate granted to a University employee who is in receipt of an advance shall specify the original amount of such advance, the amount repaid the balance remaining due.

Title to be examined.

21.1. Where in the opinion of the authority sanctioning the advance, it is necessary to do so, the applicant's title to the property shall be examined legally by the Registrar, before the advance is actually paid. The Registrar shall see :

(i) that the applicant has undisputed title to the land on which it is proposed to build a house;

(ii) that in the case of an advance for the purpose of a house under clause C and D of Rule 5.1, he is to obtain such title as soon as the purchase price is paid;

(iii) that there shall be no legal obstacle in either case to the property being mortgaged to University. and

- (iv) that the University shall be in a position to exercise the power of sale on the happening of the events mentioned in the mortgaged deed.

21.1. Where the operation of any of the provisions in these rules or is likely to cause undue hardship to a University employee or when a doubt arises regarding interpretation of the provisions in these rules involving difficulties in its implementation, the Comptroller, may with the prior approval of the Vice-Chancellor issue necessary orders in individual cases and put up the same for confirmation before the Board.

Interpretation
of provisions

FORM "A"

(See Rule 9(a) (i))

Form of agreement to be executed at the time of drawing an advance partly for the purchase of land and partly for construction of a house.

AN AGREEMENT made this _____ day of _____ one thousand nine hundred and _____ BETWEEN _____ (full name of the borrower) of _____ (town or village of residence) holding the post of _____ (description of the post held) (hereinafter called "the borrower", which expression shall, unless the context does not so admit include his heirs, executors and administrators) of the one part and the Vice-Chancellor, Gujarat Agricultural University, exercising the executive power of the Gujarat Agricultural University, (hereinafter called "University") of the other part.

WHEREAS the borrower has agreed to purchase for the purpose of erecting a dwelling house thereon the piece of land situated _____ in the registration district of _____ sub _____ district _____ containing by admeasurement _____ square yards/feet/meters and bearing survey No. _____ of _____ and bounded as follows viz; on the north by _____ on the south by _____ (hereinafter called "the said land") at or for the price of rupees _____ AND WHEREAS the borrower applied under the University employees house building advance rules (hereinafter referred to as 'the said rules' which expressions shall where the context so admits include any amendment thereof or addition thereto in force on the date hereof and shall be deemed to form part of these presents as if the same were set forth herein) for the purchase of the said land and constructing a dwelling house thereon (hereinafter called "the said loan"); AND WHEREAS under the said rules the said loan is to be advanced to the borrower by four instalments of the amount and in the manner and subject to the conditions laid down in Rule 9(a) of the said rules; AND WHEREAS the application for the said loan having been duly sanctioned, the borrower has now applied for payment to him of the sum of Rs. _____ being the amount of the first instalment equivalent to 20 per cent of the said loan and has offered to execute the agreement as required by Rule 9(a) (i) of the said rules in the manner hereinafter appearing.

NOW this agreement witnesseth that in consideration of the sum of rupees _____ paid by the University to the borrower as the first instalment of the said loan (the receipt of which the borrower doth hereby acknowledge) and in consideration of the premises the borrower hereby agrees as follows :

- (1) To repay to the University first instalment and any further instalments of the said loan as may be advanced to the borrower hereafter together with interest thereon at _____ per cent per annum calculated in the manner provided in the said rules, such repayment to be made by monthly payments in the form of deductions from the salary of the borrower as provided in the said rules and for the said purpose the borrower hereby authorises the University to make such deductions without the necessity of any further consent of the borrower in that behalf;
- (2) Within one month from the date hereof to complete the purchase of the said land and to expend the full amount of the said first instalment of the said

(P. T. O.)

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loan in such purchase and if the actual price paid is less than the amount of the said instalment to repay the difference to the University forthwith;

- (3) To execute a document mortgaging the said land and the dwelling house to be erected thereon to the University as security for repayment of the said loan and interest, in the appropriate form prescribed under the said rules;
- (4) Immediately after completing the purchase of the said land as aforesaid, to commence, erect and completely furnish the construction of suitable dwelling house thereon for his own use with utmost expedition;
- (5) If the borrower fails to complete the purchase of the said land and mortgage the same to the University within one month from the date of these presents, or if the borrower commits the breach of any of the obligations undertaken by the borrower hereunder or becomes insolvent or retires from or ceases to be in the services of University or dies, the said first instalment and any further instalments if advanced, of the said loan and interest thereon shall immediately become due and payable and the borrower shall forthwith repay the same to the University on demand; and
- (6) The University shall be entitled to recover the entire balance of the said loan remaining outstanding at the time of the retirement or death preceding retirement of the borrower with interest thereon from any gratuity that may be sanctioned to the borrower under the service rules applicable to him.
- (7) All moneys due and payable hereunder or by virtue of anything herein contained shall be recoverable from the borrower provided that nothing contained in this clause shall affect other remedies of the University against the borrower.

IN WITNESS WHEREOF the borrower has set his hand hereto the day and year first above written.

Signed and delivered
by the said borrower
Shri _____

In the presence of--

1. _____

2. _____

FORM "A-1"

(See Rule 9.1 (d))

Form of agreement to be executed at the time of drawing an advance for the purchase of a ready-built house.

AN AGREEMENT made this _____ day of _____ one thousand nine hundred and _____ BETWEEN _____ (Full name of the borrower) of _____ (town or village of residence) holding the post of _____ (description of the post held) (hereinafter called "the borrower", which expression shall unless the context does not so admit, include his heirs, executors and administrators) of the one part and THE VICE-CHANCELLOR, Gujarat Agricultural University exercising the executive power of the Gujarat Agricultural University, (hereinafter called "the University") of the other part.

WHEREAS the borrower has agreed to purchase the piece of land situated at _____ in the registration district of _____ sub-district _____ containing by admeasurement square yards/feet/meters and bearing survey No. _____ of _____ and bounded as follows viz. on the north by _____ on the south by _____ on the east by _____ and on the west by _____ together with the dwelling house and other erections standing thereon (hereinafter called "the said land and premises"), at or for the price of rupees _____ .

AND WHEREAS the borrower has applied under the University Employees House Building Advances Rules (hereinafter referred to as 'the said rules' which expression shall, where the context so admits, include any amendment thereof or addition thereto in force on the date hereof and shall be deemed to form part of these presents as if the same were set forth herein), for the purchase of the said land and premises (hereinafter called "the said loan").

AND WHEREAS the application for the said loan having been duly sanctioned, the borrower has now applied for payment to him of Rs. _____ being the amount of the said loan and has offered to execute the agreement as required by rule 9(d) of the said rules in the manner hereinafter appearing :

NOW THIS AGREEMENT WITNESSETH that in consideration of the sum of rupees _____ paid by the University to the borrower as the full amount of the said loan (the receipt of which the borrower doth hereby acknowledges) and in consideration of the premises the borrower hereby agrees as follows:

- (1) To repay to the University the full amount of the said loan together with interest thereon at _____ per cent per annum in the manner provided in the said rules, such payment to be made by monthly payments in the form of deduction from the salary of the borrowers as provided in the said rules and for the said purpose the borrower hereby authorises the University to make such deductions without the necessity of any further consent of the borrower in that behalf.
- (2) Within one month from the date hereof to complete the purchase of the said land and premises and to expend the full amount of the said loan in

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such purchases and if the actual price paid is less than the amount of the said loan to repay the difference to the University forthwith.

- (3) To execute a document mortgaging the said land and premises to the University as security for repayment of the said loan and interest in the appropriate form prescribed under the said rules.
- (4) If the borrower fails to complete the purchase of the said land and premises mortgage the same to the University within one month from the date of these presents or if the borrower commit other breach of any of the obligations undertaken by the borrower hereunder or becomes insolvents or quits the service of University or dies, the said first instalment and any further instalments, if advanced, of the said loan and interest thereon shall immediately become due and payable and the borrower shall forthwith repay the same to the University on demand.
- (5) The University shall be entitled to recover the entire balance of the said loan remaining outstanding at the time of the retirement or death preceding retirement of the borrower with interest thereon from any gratuity that may be sanctioned to the borrower under the service rules applicable to him.
- (6) All moneys due and payable hereunder or by virtue of anything herein contained shall be recoverable from the borrower provided that nothing contained in this clause shall effect other remedies of the University against the borrower.

IN WITNESS WHEREOF the borrower has set his hand hereto the day and year first above written.

Signed and delivered by the said
borrower Shri _____

In the presence of—

1. _____

2. _____

FORM "B"

(See Rule 9.1(a)(ii))

Form of mortgage for advance partly for purchase of land and partly for construction of a house.

This MORTGAGE made this _____ day of _____ one thousand nine hundred and _____ BETWEEN _____ (Full name of the mortgagor) of _____ (description of the post held) (hereinafter called "the mortgagor", which expression shall, unless the context does not so admit, include his heirs, executors and administrators) of the one part and THE VICE-CHANCELLOR (hereinafter referred to as "the mortgagee" which expression shall, unless the context does not so admit, include his successors and assignees) of the other part.

WHEREAS by an agreement dated the _____ day of _____ 19____ and made between the mortgagor, therein referred to as "the borrower" of the one part and the mortgagee of the other part in consideration of the sum of Rs. _____ paid by the mortgagee to the mortgagor as the first instalment equivalent to 20 per cent, of the aggregate loan of Rs. _____ sanctioned to the mortgagor for the purchase of land and construction of a dwelling house thereon (hereinafter called "the said loan") the mortgagor agreed to purchase the piece of land described in the schedule hereto and to execute a mortgage in respect thereof in favour of the mortgagee AND WHEREAS the mortgagor on the _____ day of _____ 19____ duly completed the purchase of the said piece of land and is now absolutely seized and possessed of and otherwise well entitled to the said piece of land AND WHEREAS the mortgagor has applied to the mortgagee for the payment of balance of the said loan for undertaking the construction on the said piece of land of a suitable dwelling house for his own use AND WHEREAS under the University Employees House Building Advance Rules (hereinafter called "the said rules" which expression shall where the context so admits include any amendment thereof or addition thereto in force on the date hereof and shall be deemed to form part of these presents as if the same were set forth herein) the balance of the said loan is to be advanced to the mortgagor by three instalments of the amount, in the manner and subject to the conditions laid down in Rules 9(a)(ii) of the said rules that is to say the sum of rupees _____ being the amount of second instalment equivalent to 30 per cent of the said loan on or before the execution of these presents the sum of Rs. _____ being

the amount of the third instalment equivalent to 40 per cent of the said loan after the construction of the proposed dwelling house reaches the plinth level and the balance of Rs. _____ being amount of the last instalment of the said loan after the said construction reaches the roof level provided the University is satisfied that, on its completion the said house will be habitable and fit for occupation in all respects, unless for any reason the power of sale provided hereinafter shall have become exercisable in the meanwhile;

NOW THIS MORTGAGE WITNESSETH that in pursuance of the said agreement and in consideration of the said sum of rupees _____ and rupees _____ making together an aggregate of rupees _____ paid to the mortgagor by the mortgagee before the execution of these presents as the first and second instalment of the said loan (the receipt whereof the mortgagor doth hereby acknowledge) and in further consideration of the further sum (if any) not exceeding Rs. _____ in the aggregate to be hereinafter advanced as the third and last instalment of the said loan subject to the fulfilment of the conditions on the part of the mortgagor hereinafter contained (hereinafter called "the subsequent instalments of the said loan") the mortgagor doth hereby covenant with the mortgagee that the mortgagor shall repay to the mortgagee the said sum of rupees _____ and such further sums as may hereafter be paid by the _____ mortgagee to the mortgagor pursuant to the hereinbefore recited agreement in that behalf within a period of _____ years from the (date of commencement of the period of repayment) by _____ equal monthly instalments of Rs. _____ each to be paid in the first week of each calendar month the first of such instalments to be paid in the first week of _____ 19 _____ and the subsequent instalments in the corresponding first week of each succeeding calendar month and after the mortgagor has paid the principal amount of the said loan in regular instalments as hereinbefore provided, the mortgagor shall pay to the mortgagee within a further period of _____ years thereafter the amount of interest on the diminishing balances of the said loan from the respective date of the advance of each instalment of the said loan until payment of _____ per cent per annum calculated in the manner provided in the said rules, such interest to be paid by _____ equal monthly instalments of Rs. _____ each, to the intent that the entire loan interest thereon shall be repaid within a period of _____ years from the _____ day of _____ 19 _____ (date of commencement of the period of repayment). Provided, however, that if the mortgagor shall fail to pay any instalment of principal and/or interest on its due date, then and in every such case the amount of such instalment of principal or interest so in arrears shall

bear such higher rate of interest as may be prescribed under the said rules and the amount of each instalment of interest shall also be proportionately increased. Provided further that nothing herein contained shall prejudice the exercise by the mortgagor of the power of sale on the happening of the events hereinafter mentioned.

- (2) It is hereby agreed and declared that the mortgagee shall not be under any obligation to advance any subsequent instalments of the said loan unless and until the mortgagor shall produce to the mortgagee adequate evidence to show that the construction of the said dwelling house has reached the stage prescribed under the said rules.
- (3) It is hereby further agreed that if the full amount of the said loan shall not be advanced then the amount of each of the said monthly instalments of the repayment of the principal and interest shall be proportionately reduced to such amount as may be determined by the mortgagee. Provided, however, that if no subsequent instalment of the said loan is advanced then the date of the first instalments of repayment of the principal and of the said monthly instalments of accumulated interest shall be determined by the mortgagee and shall be paid by the mortgagor accordingly.
- (4) In further pursuance of the said agreement and for the consideration aforesaid mortgagor doth hereby transfer, convey and assure unto the mortgagee all that piece of land more particularly described in the schedule hereunder written TOGETHER with all the singular the dwelling house, out-houses garages, stables, edifices, buildings, out-buildings, structures, yards, wells, paths, trees, premises belonging or in anywise appertaining or with the same of any part thereof now or at any time heretofore usually held and occupied or enjoyed or reputed to belong to or be appurtenant thereto. AND TOGETHER also with all the right, title, interest, claim and demand whatsoever of the mortgagor into and upon the said piece of land and premises or any part thereof (hereinafter collectively referred to as "the mortgaged premises"). To have and to hold the same unto and to the use of mortgagee, absolutely subject to the proviso for redemption hereinafter contained.
- (5) It is hereby agreed and declared that if the mortgagor shall duly comply with the terms on which the said loan has been granted and shall duly repay the amount of the said loan (including the subsequent instalments of the loan if advanced) together with interest thereon and shall pay all costs,

charges and expenses of the mortgagee of and incidental to this mortgage, the mortgagee shall upon the request and at the costs, charges and expenses of the mortgagor convey and retransfer the mortgaged premises unto the mortgagor or as he may direct and in the meantime and until default be made by the mortgagor in payment of the said principal sum (including the subsequent instalments of the loan if advanced) or any instalment of repayment of the principal or interest or any part thereof the mortgagor shall remain in the possession and enjoyment of the mortgaged premises.

- (6) The said loan (including the subsequent instalments of the loan if advanced) or any balance thereof and all other moneys due for the time being under these presents shall become immediately payable and the security hereby constituted shall become enforceable forthwith in each and every of the following events :
- (a) If the mortgagor shall fail to pay any instalment of repayment of the principal on its due date as and when it may become due and payable;
 - (b) If the mortgagor shall make default in payment of any instalment of interest on its due date as herein before provided;
 - (c) If any distress or execution shall be levied or enforced upon any part of the mortgaged premises or a Receiver thereof be appointed;
 - (d) If the mortgagor shall commit breach of any one of the covenants or provisions herein contained and on his part to be observed and performed;
 - (e) If the mortgagor dies or retires from or ceases to be in the service of the mortgagee;
 - (f) If the mortgagor is adjudicated insolvent.
- (7) As soon as the amount of the said loan (including the subsequent instalments of the loan if advanced) or the balance thereof shall become payable and the security enforceable under the last preceding clause the mortgagee shall be entitled (without being bound to do so), to take possession of the mortgaged premises and to realise the same and quietly to hold and enjoy the same and receive the income and profits thereof without any interruption or disturbance by the mortgagor or any other person whatsoever claiming under the mortgagor.

- (8.) If default shall be made in repayment of the said loan (including the subsequent instalment of the said loan) or any part thereof on the days and in the manner aforesaid or if the security hereby constituted become enforceable in each and any of events mentioned in the last preceding clause, the mortgagee shall be entitled and shall have full power to sell without the intervention of the court, the mortgaged premises either by public auction or by private contract and either for a lump sum or for a sum payable by instalments and may make such terms and conditions including any special or other stipulations as to title evidence or otherwise as the mortgagee shall deem proper and the mortgagee shall have full power to buy in or rescind or vary any contract for sale of all the mortgaged premises or any part thereof and to resell the same without being responsible for any loss which may be occasioned thereby and with full power to compromise and effect compositions and for the purpose aforesaid the receipt of the mortgagee for the purchase money of the properties sold and for any other moneys paid to the mortgagee shall effectually discharge the purchaser or other person or persons paying the same therefore or from being concerned to see the application or being answerable for loss and misapplication thereof.
- (9.) AND IT IS HEREBY AGREED AND DECLARED that whenever any instalment of repayment of the principal or interest or other sum due and payable by the mortgagor under these presents shall be in arrears the same shall be recoverable from the mortgagor provided always that this clause shall not affect other rights, powers and remedies of the mortgagee.
- (10.) The mortgagor doth hereby covenant with the mortgagee as follows :
- (a) That the mortgagor has now good right and full power to transfer, convey and assure the mortgaged premises hereinbefore expressed to be hereby transferred, conveyed and assured as aforesaid free from all claims, liens and encumbrances and that the mortgagor, and every other person having or claiming any estate or interest in the mortgaged premises or any part thereof, will at all times at the costs until the sale thereof of the mortgagor, and afterwards of the person or persons requiring the same, execute and do all such assurances and acts for further and more effectually assuring the mortgaged premises or any part thereof to the mortgagee or to such other person as he may direct, as shall be reasonably required;
- (b) that the moneys secured by these presents shall be a first charge on

the mortgaged premises and shall take precedence over all other moneys now due or which may hereinafter be borrowed by the mortgagor;

(c) that the mortgagor shall not let out the mortgaged premises without the previous consent in writing of the mortgagee;

(d) that the mortgagor shall maintain and keep in a good substantial state of repairs and conditions the mortgaged premises;

(e) that the mortgagor shall keep the said mortgaged premises insured against loss or damage by fire, flood, lightning, riots and civil commotion to their full insurable value with some insurance office to be approved by the mortgagee and assign the policy in favour of the mortgagee and shall make all payments required for the purpose as and when the same become due and payable and shall on demand produce to the mortgagee the policy or policies of the insurance and the receipt or receipts for such payment and shall apply all moneys received by the mortgagor under any such insurance in making good any loss or damage to the mortgaged premises PROVIDED THAT if default shall be made by the mortgagor in insuring or keeping the mortgaged premises insured as aforesaid than and so often as the same shall happen, it shall be lawful (but not obligatory) for the mortgagee on giving 24 hours' notice to the mortgagor to insure and keep insured the mortgaged premises to their full insurable value and the mortgagor will on demand repay to the mortgagee every sum of money expended for that purpose by the mortgagee with interest at the rate and in the manner aforesaid from the time the same respectively shall have been so expended and that until such repayment the same shall be first charge upon the mortgaged premises;

(f) that the mortgagor will duly and punctually pay, perform and observe all rents, taxes, rates assessments, outgoings, covenants and obligations which are to be paid, observed or performed by the mortgagor in respect of the mortgaged premises or otherwise howsoever;

(g) that the mortgagor will permit the mortgagee or any person or persons

authorised by him at any time and from time to time after reasonable notice to the mortgagor to inspect and examine any part of the mortgaged premises and render them such assistance as may be required for any of the purposes aforesaid and will furnish to the mortgagee or to such person or persons as he shall from time to time appoint for the purpose all such information relating to the mortgaged premises or any part thereof as he or they shall reasonably require;

- (h) that in the event of the retirement or death before retirement of the mortgagor, the University will be entitled to recover the entire balance of the said loan remaining unpaid at the time of such retirement or death with interest thereon from the gratuity that may be sanctioned to the mortgagor under the service rules applicable to him;
- (i) that the mortgagor shall utilise the amount of the said loan including the subsequent instalments of loan (if advanced) the construction of a dwelling house on the said piece of land and for no other purpose.

IN WITNESS WHEREOF the mortgagor has set his hand hereto the day and year first above written.

THE SCHEDULE ABOVE REFERRED TO

ALL THAT piece of land of _____ tenure, situate at _____ in the registration sub-district of _____ district _____ containing by admeasurement square feet/yards/meters or thereabout and bearing survey No. _____ of _____ and bounded as follows that is to say :

On or towards the east by _____

On or towards the west by _____

On or towards the north by _____

On or towards the south by _____

SIGNED AND DELIVERED BY

Shri _____

the above named mortgagor in the
presence of : _____

1. _____

2. _____

FORM "B 1"

(See Rule 9.1(b)(i))

Form of mortgage for advance for construction of a house.

This MORTGAGE made this _____ day of _____
 one thousand nine hundred and _____ BETWEEN _____
 _____ (Town or Village of Residence) holding the post of _____
 (Full name of the mortgagor) of _____ (description of the post held) (hereinafter called "the mortgagor", which expression shall, unless the context does not so admit, include his heirs, executors and administrators) of the one part and THE VICE-CHANCELLOR (hereinafter referred to as "the mortgagee" which expression shall, unless the context does not so admit, include his successors and assignees) of the other part.

WHEREAS the mortgagor is absolutely seived and possessed of and otherwise well entitled to the piece of land particularly described in the Schedule hereunder written AND WHEREAS the mortgagor has applied under the Gujarat Agricultural University Employees House Building Advance Rules hereinafter referred to as "the said rules" which expression shall where the context so admits include any amendments thereof or addition thereto in force on the date hereof and shall be deemed to form part of these presents as if the same were set forth herein, for a loan of Rs. _____ for constructing on the said piece of land a dwelling house for his own use (hereinafter called "the said loan") AND WHEREAS the said, loan having been duly sanctioned, the mortgagor has not applied for payment and has offered to execute the mortgage as required by rule 9 (b) (i) of the said rules and in the manner hereinafter appearing AND WHEREAS under the said rule 9(b)(i) of said loan is to be advanced to the mortgagor by three instalments of the amount, in the manner and subject to the condition therein laid down that is to say the sum of Rs. _____ being the amount of second instalment equivalent to 30 per cent of the said loan on or before the execution of these presents the sum of Rs. _____ being the amount of the second instalment equivalent to 40 per cent of the said loan after the construction of the proposed dwelling house reaches the plinth level and the balance of Rs. _____ being amount of the last instalment of the said loan after the said construction reaches the roof level provided the mortgagee is satisfied that, on its completion the said house will be habitable and fit for occupation in all respects, unless for any reason the power of sale provided hereinafter shall have become exercisable in the meanwhile.

NOW THIS MORTGAGE WITNESSETH that in pursuance of the said agreement and in consideration of the said sum of rupees _____ paid to the mortgagor by the mortgagee before the execution of these presents as the first instalment of the said loan (the receipt whereof the mortgagor doth hereby acknowledge) and in further consideration of the further sum (if any) not exceeding Rs. _____ in the aggregate to be hereafter advanced as the third and last instalment of the said loan subject to the fulfilment of the conditions on the part of the mortgagor hereinafter contained (hereinafter called "the subsequent instalments of the said loan") the mortgagor doth hereby covenant with the mortgagee that the mortgagor shall repay to the mortgagee the said sum of rupees _____ and such further sums as may hereafter be paid by the mortgagee to the mortgagor pursuant to the hereinbefore recited agreement in that behalf within a period of _____ years from the (date of commencement of the period of repayment) by _____ equal monthly instalments of Rs. _____ each to be paid in the first week of each calendar month the first of such instalments to be paid in the first week of _____ 19 _____ and the subsequent instalments in the corresponding first week of each succeeding calendar month and after the mortgagor has paid the principal amount of the said loan in regular instalments as hereinbefore provided, the mortgagor shall pay to the mortgagee within a further period of _____ years thereafter the amount of interest on the diminishing balances of the said loan from the respective date of the advance of each instalment of the said loan until payment of _____ per cent per annum calculated in the manner provided in the said rules, such interest to be paid by _____ equal monthly instalments of Rs. _____ each, to the intent that the entire loan interest thereon shall be repaid within a period of _____ years from the _____ day of _____ 19 _____ (date of commencement of the period of repayment). Provided, however, that if the mortgagor shall fail to pay any instalment of principal and/or interest on its due date, then and in every such case the amount of such instalment of principal or interest so in arrears shall bear such higher rate of interest as may be prescribed under the said rules and the amount of each instalment of interest shall also be proportionately increased. Provided further that nothing herein contained shall prejudice the exercise by the mortgagor of the power of sale on the happening of the events hereinafter mentioned.

- (2) It is hereby agreed and declared that the mortgagee shall not be under any obligation to advance any subsequent instalments of the said loan unless and until the mortgagor shall produce to the mortgagee adequate

evidence to show that the construction of the said dwelling house has reached the stage prescribed under the said rules.

- (3) It is hereby further agreed that if the full amount of the said loan shall not be advanced then the amount of each of the said monthly instalments of the repayment of the principal and interest shall be proportionately reduced to such amount as may be determined by the mortgagee. Provided, however, that if no subsequent instalment of the said loan is advanced then the date of the first instalments of repayment of the principal and of the said monthly instalments of accumulated interest shall be determined by the mortgagee and shall be paid by the mortgagor accordingly.
- (4) In further pursuance of the said agreement and for the considerationa afore-said mortgagor doth hereby transfer, convey and assure unto the mortgagee all that piece of land more particularly described in the schedule hereunder written TOGETHER with all and singular the dwelling house, out-houses, garages, stables, edifices, buildings, out-buildings, structures, yards, wells, paths, trees, plants and all other appurtenances to the said piece of land and premises belonging or in anywise appertaining or with the same of any part thereof now or at any time heretofore usually held and occupied or enjoyed or reputed to belong to or be appurtenant thereto. AND TOGETHER also with all the right, title, interest, claim and demand whatsoever of the mortgagor into and upon the said piece of land and premises or any part thereof (hereinafter collectively referred to as "the mortgaged premises"). To have and to hold the same unto and to the use of mortgagee, absolutely subject to the proviso for redemption hereinafter contained.
- (5) It is hereby agreed and declared that if the mortgagor shall duly comply with the terms on which the said loan has been granted and shall duly repay the amount of the said loan (including the subsequent instalments of the loan if advanced) together with interest thereon and shall pay all costs, charges and expenses of the mortgagee of and incidental to this mortgage, the mortgagee shall upon the request and at the costs, charges and expenses of the mortgagor convey and retransfer the mortgaged premises unto the mortgagor or as he may direct and in the meantime and until default be made by the mortgagor in payment of the said principal sum (including the subsequent instalments of the loan if advanced) or any instalment of repayment of the principal or interest or any part thereof the mortgagor shall remain in the possession and enjoyment of the mortgaged premises.

- (6) The said loan (including the subsequent instalments of the loan if advanced) or any balance thereof and all other moneys due for the time being under these presents shall become immediately payable and the security hereby constituted shall become enforceable forthwith in each and every of the following events :
- (a) If the mortgagor shall fail to pay any instalment of repayment of the principal on its due date as and when it may become due and payable;
 - (b) If the mortgagor shall make default in payment of any instalment of interest on its due date as herein before provided;
 - (c) If any distress or execution shall be levied or enforced upon any part of the mortgaged premises or a Receiver thereof be appointed;
 - (d) If the mortgagor shall commit breach of any one of the covenants or provisions herein contained and on his part to be observed and performed;
 - (e) If the mortgagor dies or retires from or ceases to be in the service of the mortgagee;
 - (f) If the mortgagor is adjudicated insolvent.
- (7) As soon as the amount of the said loan (including the subsequent instalments of the loan if advanced) or the balance thereof shall become payable and the security enforceable under the last preceding clause the mortgagee shall be entitled (without being bound to do so), to take possession of the mortgaged premises and to realise the same and quietly to hold and enjoy the same and receive the income and profits thereof without any interruption or disturbance by the mortgagor or any other person whatsoever claiming under the mortgagor.
- (8) If default shall be made in repayment of the said loan (including the subsequent instalment of the said loan) or any part thereof on the days and in the manner aforesaid or if the security hereby constituted become enforceable in each and any of events mentioned in the last preceding clause, the mortgagee shall be entitled and shall have full power to sell without the

intervention of the court, the mortgaged premises either by public auction or by private contract and either for a lump sum or for a sum payable by instalments and may make such sale upon such terms and conditions including any special or other stipulations as to [title evidence or otherwise as the mortgagee shall deem proper and the mortgagee shall have full power to buy in or rescind or vary any contract for sale of all the mortgaged premises or any part thereof and to resell the same without being responsible for any loss which may be occasioned thereby and with full power to compromise and effect compositions and for the purpose aforesaid the receipt of the mortgagee for the purchase money of the properties sold and for any other moneys paid to the mortgagee shall effectually discharge the purchaser or other person or persons paying the same therefrom or from being concerned to see the application or being answerable for loss and misapplication thereof.

(9) AND IT IS HEREBY AGREED AND DECLARED that whenever any instalment of repayment of the principal or interest or other sum due and payable by the mortgagor under these presents shall be in arrears the same shall be recoverable from the mortgagor provided always that this clause shall not affect other rights, powers and remedies of the mortgagee.

(10) The mortgagor doth hereby covenant with the mortgagee as follows :

(a) That the mortgagor has now good right and full power to transfer, convey and assure the mortgaged premises hereinbefore expressed to be hereby transferred, conveyed and assured as aforesaid free from all claims, liens and encumbrances and that the mortgagor, and every other person having or claiming any estate or interest in the mortgaged premises or any part thereof, will at all times at the costs until the sale thereof of the mortgagor, and afterwards of the person or persons requiring the same, execute and do all such assurances and acts for further and more effectually assuring the mortgaged premises or any part thereof to the mortgagee or to such other person as he may direct, as shall be reasonably required;

(b) that the moneys secured by these presents shall be a first charge on the mortgaged premises and shall take precedence over all other moneys now due or which may hereinafter be borrowed by the mortgagor;

- (c) that the mortgagor shall not let out the mortgaged premises without the previous consent in writing of the mortgagee;
- (d) that the mortgagor shall maintain and keep in a good substantial state of repairs and conditions the mortgaged premises;
- (e) that the mortgagor shall keep the said mortgaged premises insured against loss or damage by fire, flood, lightening, riots and civil commotion to their full insurable value with some insurance office to be approved by the mortgagee and assign the policy in favour of the mortgagee and shall make all payments required for the purpose as and when the same become due and payable and shall on demand produce to the mortgagee the policy or policies of the insurance and the receipt or receipts for such payment and shall apply all moneys received by the mortgagor under any such insurance in making good any loss or damage to the mortgaged premises PROVIDED THAT if default shall be made by the mortgagor in insuring or keeping the mortgaged premises insured as aforesaid than and so often as the same shall happen, it shall be lawful (but not obligatory) for the mortgagee on giving 24 hours' notice to the mortgagor to insure and keep insured the mortgaged premises to their full insurable value and the mortgagor will on demand repay to the mortgagee every sum of money expended for that purpose by the mortgagee with interest at the rate and in the manner aforesaid from the time the same respectively shall have been so expended and that until such repayment the same shall be first charge upon the mortgaged premises;
- (f) that the mortgagor will duly and punctually pay, perform and observe all rents, rates taxes, assessments, outgoing, covenants and obligations which are to be paid, observed or performed by the mortgagor in respect of the mortgaged premises or otherwise howsoever;
- (g) that the mortgagor will permit the mortgagee or any person or persons authorised by him at any time and from time to time after reasonable notice to the mortgagor to inspect and examine any part of the mortgaged premises and render them such assistance as may be

required for any of the purposes aforesaid and will furnish to the mortgagee or to such person or persons as he shall from time to time appoint for the purpose all such information relating to the mortgaged premises or any part thereof as he or they shall reasonably require;

- (h) that in the event of the retirement or death before retirement of the mortgagor, the mortgagee will be entitled to recover the entire balance of the said loan remaining unpaid at the time of such retirement or death with interest thereon from the gratuity that may be sanctioned to the mortgagor under the service rules applicable to him;
- (i) that the mortgagor shall utilise the amount of the said loan including the subsequent instalments of loan (if advanced) [for the construction of a dwelling house on the said piece of land and for no other purpose.

IN WITNESS WHEREOF the mortgagor has set his hand hereto the day and year first above written.

THE SCHEDULE ABOVE REFERRED TO

ALL THAT piece of land of _____ tenure, situate at _____ in the registration sub-district of _____ district _____ containing by admeasurement square feet/yards/ meters or thereabout and bearing survey No. _____ of _____ and bounded as follows that is to say :

On or towards the east by _____

On or towards the west by _____

On or towards the north by _____

On or towards the south by _____

SIGNED AND DELIVERED BY

Shri _____

the above named mortgagor in the
presence of : _____

1. _____

2. _____

FORM "B.2"

(See Rule 9.1 (c))

Form of Mortgage for advance for repayment of an outstanding loan raised for constructing or purchasing a house for enlarging residential accommodation in an existing house for-carrying out extra-ordinary or special repairs to an existing house.

THIS MORTGAGE made this _____ day of _____ One thousand nine hundred and _____ BETWEEN _____ (Full name of the Mortgagor) of (Town or Village of Residence) holding the post of _____ (Description of the post held) (hereinafter called "the mortgagor" which expressing shall, unless the context does not so admit, include his heirs, executors and administrators of the one part) and THE VICE CHANCELLOR, Gujarat Agricultur University (hereinafter referred to as "the mortgagee" which expression shall, unless the context does not so admit, include his successors and assigns) of the other part.

WHEREAS the mortgagor is absolutely seized and possessed of and otherwise well entitled to the piece of land more particulary described in this Schedule hereunder written together with the dwelling house and other structures standing thereon AND WHEREAS the mortgagor has applied under the University employees house Building advance rules. (Hereinafter referred to as "the said rules" which expression shall where the context so admits include and amendment thereof or addition thereto in force on the date hereof and shall be deemed to form part of these presents as if the same were set forth herein), for a loan of Rs. _____ for repayment of out standing loan raised by the mortgagor for constructing/purchasing enlarging living accommodation/on carrying out extraordinary/special repairs to the said dwelling house (hereinafter called "the said loan") AND WHEREAS { the said loan having been duly sanctioned, the mortgagor has now applied for payment and has offered to execute the mortgage as required by rule 9.1 (c) the said rules in the manner hereinafter appearing.

NOW THIS MORTGAGE WITNESSETH that in pursuance of the said Agreement and in consideration of the said sum of Rs. _____ paid to the mortgagor by the mortgagee before the execution of these presents (the receipt whereof the moregagor doth hereby acknowledge) the mortgagor doth

hereby covenant with the mortgagee that the mortgagor shall repay to the said sum of Rs. _____ within a period of _____ years from the _____ day of _____ 19____ (the date of the commencement of the period repayment) by _____ equal monthly instalments of Rs. _____ each to be paid in the first week of each calendar month the first of such instalments to be paid in the first week of _____ 19____ and the subsequent instalment in the corresponding first week of each succeeding calendar month and after the mortgagor has paid the principal amount of the said loan in regular instalments as hereinbefore provided, the mortgagor shall pay to the mortgagee within a further period of _____ years thereafter amount of interest on the diminishing balance of the said loan from the date of the respective advances until payment at the rate of _____ per cent per annum calculated in the manner provided in the said rules such interest to be paid by _____ equal monthly instalments of Rs. _____ each to the intent that the entire loan and interest there on shall be repaid within a period of _____ years from (the date of commencement of the repayment) _____ day of _____ 19____ Provided, however, that if the mortgagor shall fail to pay any instalment of principal and interest on its due date, then and in every such case the amount of such instalment of principal or interest so in arrears shall bear such higher rate of interest as may be prescribed under the said rules and the amount of each instalment of interest shall also be proportionately increased. Provided, further that nothing herein contained shall prejudice the exercise by the mortgagor of the power of sale on the happening of the events hereinafter mentioned.

- (2) In further pursuance of the said agreement and for the consideration the aforesaid mortgagor doth hereby transfer convey and assure unto the mortgagee all that piece of land more particulaly described in the Schedule hereunder written TOGETHER with all and singular the dwelling houses, out-houses, garages, stables, edifices, buildings, out buildings, structures, yards, wells, paths, trees, plants and all other appurtenanes to the said piece of land and premises belonging or in anywise appertaining or with the same or any part thereof with the same or any part thereof now or at any time herebefore usually held and occupied or enjoyed or reputed to belong to or be appurtenant thereto; AND TOGETHER also with all the right, title, interest, claim and demand whatsoever of the mortgagor into and upon the said piece of land and premises or any part thereof (hereinafter collectively referred to as "the mortgaged premises"), TO HAVE AND TO HOLD the same unto and to the use of the mortgagee absolutely subject to the proviso for redemption hereinafter contained.

- (3) It is hereby agreed and declared that if the mortgagor shall duly comply with the terms on which the said loan has been granted and shall duly repay the amount of the said loan together with interest thereon and shall pay all costs, charges and expenses of the mortgagee of and incidental to this mortgage, the mortgagee shall upon the request and at the costs, charges and expense of the mortgagor convey and retransfer the mortgaged premises unto the mortgagor or as he may direct and in the meantime and until default be made by the mortgagor in payment of the said principal sum or any instalment thereof or interest thereon or any part thereof the mortgagor shall remain in the possession and enjoyment of the mortgaged premises.
- (4) The said loan or any balance thereof and all other moneys due for the time being under present shall become immediately payable and the security hereby constituted shall become enforceable forthwith in each and every of the following events :
- (a) If the mortgagor shall fail to pay any instalments of principal on its due date as and when it may become due and payable.
 - (b) If the mortgagor shall make default in payment of any instalment of interest on its due date as hereinbefore provided.
 - (c) If any distress or execution shall be levied or enforced upon any part of the mortgaged premises or a receiver thereof be appointed.
 - (d) If the mortgagor shall commit breach of any one of the covenants or provisions herein contained and on his part to be observed and performed.
 - (e) If the mortgagor dies or retires from or ceases to be in the service of the mortgagee.
 - (f) If mortgagor is adjudicated insolvent.
- (5) As soon as the amount of the said loan or the balance thereof shall become payable and the security enforceable under the last preceding clause, the mortgagee shall be entitled (without being bound to do so.) to take possession of the mortgaged premises and to release the same and

quietly to hold and enjoy the same and receive the income and profits thereof without any interruption or disturbance by the mortgagor or any other person whatsoever claiming under the mortgagor.

- (6) If default shall be made in payment of the said loan or any part thereof on the day and in the manner aforesaid or if the security hereby constituted become enforceable in each and any of the events mentioned in the last preceding clause the mortgagee shall be entitled and shall have full power to sell without the intervention of the Court the mortgaged premises either by public auction or by private contract and either for a lump sum or a sum payable by instalments and may make such sale upon such terms and conditions including any special or other stipulations as to title evidence or otherwise as the mortgagee shall deem proper and the mortgagee shall have full power to buy in or rescind or vary any contract for sale of all the mortgaged premises or any part thereof and to resell the same without being responsible for any loss which may be occasioned thereby and with full power to compromise and effect, compositions and for the purpose aforesaid the receipt of the mortgagee for the purchase money of the properties sold and for any other moneys paid to the mortgagee shall effectually discharge the purchaser or other person or persons paying the same there from or from being concerned to see the application or being answerable for loss or misapplication thereof.
- (7) Whenever any instalment of principal or interest or any other sum due and payable by the mortgagor under these presents shall be in arrears the same may be recoverable from the mortgagor. Provided always that this clause shall not effect other rights, powers and remedies of the mortgagee.
- (8) The mortgagor doth hereby covenant with the mortgagee as follows :
 - (a) that the mortgagor has now good right and full power to transfer, convey and assure the mortgaged premises hereinbefore expressed to be hereby transferred, conveyed and assured as aforesaid free from all claims liens and encumbrances and that the mortgagor and every other person having or claiming any estate or interest in the mortgaged premises or any part thereof will at all times at the costs until the sale thereof, of the mortgagor and afterwards of the person or persons requiring the same, execute and do all such assurances and acts for further and more effectually assuring the

- mortgaged premises or any part thereof to the mortgagee or to such other person as he may direct, as shall be reasonably required;
- (b) that the moneys secured by these presents shall be a first charge on the mortgaged premises and shall take precedence over all other moneys now due or which may hereinafter be borrowed by the mortgagor;
 - (c) that the mortgagor shall not let out the mortgaged premises without the previous consent in writing of the mortgagee;
 - (d) that the mortgagor shall maintain and keep in a good substantial state of repairs and conditions the mortgaged premises;
 - (e) that the mortgagor shall keep the said mortgaged premises insured against loss or damage by fire, flood, lighting, riots and civil commotion to their full insurable value with some insurance office to be approved by the mortgagee and assign the policy in favour of the mortgagee and shall make all payment required for the purpose as and when the same become due and payable and shall on demand produce to the mortgagee the policy or policies of the insurance and the receipt or receipts for such payment and shall apply all moneys received by the mortgagor under any such insurance in making good any loss or damage to the mortgaged premises; PROVIDED THAT if default shall be made by the mortgagor in insuring or keeping the mortgaged premises insured as aforesaid then and so often as the same shall happen, it shall be lawful (but not obligatory) for the mortgagee on giving 24 hours notice to the mortgagor to insure and keep insured the mortgaged premises to their full insurable value and the mortgagor shall on demand repay to the mortgagee every sum of money expended for that purpose by the mortgagee with interest at the rate and in the manner aforesaid from the time same respectively shall have been so expended and that until such repayment the same shall be a first charge upon the mortgaged premises;
 - (f) that the mortgagor shall duly and punctually pay, perform and observe all rents, taxes, assessments outgoings covenants and obligations which are to be paid, observed or performed by the mortgagor in respect of the mortgaged premises or otherwise howsoever;

- (g) that the mortgagor shall permit the mortgagee or any person or persons authorised by him at any time and from time to time after reasonable notice to the mortgagor to inspect and examine any part of the mortgaged premises and render them such assistance as may be required for any of the purpose, aforesaid and shall furnish to the mortgagor or to such person or persons as he shall from time to time appoint for the purpose all such information relating to the mortgaged premises or any part there of as he or they shall reasonably required;
- (h) that in the event of the retirement or death before retirement of the mortgagor the mortgagee shall be entitled to recover the entire balance of the said loan remaining unpaid at the time of such retirement or death with interest thereon from the gratuity that may be sanctioned to the mortgagor under the service rules applicable to him.
- (i) that the mortgagor shall utilise the amount of the said loan within a period of two months from the date hereof for the purpose for which it is sanctioned viz. in repayment of the outstanding loan raised by the mortgagor for constructing/purchasing/in enlarging living accommodation or in carrying out extraordinary special repairs to the said dwelling house and for no other purpose and shall produce to the mortgagee before the expiration of the said period all vouchers and other evidence in support of such utilisation.
- (j) the said mortgaged premises having been already mortgaged, as security for repayment of the said outstanding loan raised by mortgagor for constructing/purchasing the said dwelling house, mortgagor shall within the said period of two months obtain and produce to the mortgagee registered deed of release or other suitable document releasing the mortgage premises from such mortgage or other existing encumbrances.

IN WITNESS WHEREOF the mortgagor has set his hand hereto the day year first above written.

THE SCHEDULE ABOVE REFERRED TO

ALL THAT piece of land of the _____ tenure with the dwelling house thereon situate lying and being at _____ in the _____ the Registration Sub-District of _____ District _____ containing by admesurement _____ square feet/yards _____ or thereabouts and bearing survey number _____ of _____ and bounded as follows, that is to say :

On or towards the East by _____

On or towards the West by _____

On or towards the North by _____

On or towards the South by _____

SIGNED AND DELIVERED by

Shri _____

the above named mortgagor in

the presence of _____

1. _____

2. _____

To be registered

FORM "B-3"

(See Rule 9 (d))

Form of mortgage for advance for purchase of ready built house.

THIS MORTGAGE made this _____ day of _____
 one thousand nine hundred and _____ BETWEEN _____
 (Full name of the mortgagor) of _____ (Town or
 Village of residence) holding the post of _____
 (Description of the post held) (hereinafter called "the mortgagor" which expression shall unless the context does not so admit, include his heirs, executors and administrators) of the one part AND VICE CHANCELLOR, GUJARAT AGRICULTURAL UNIVERSITY (hereinafter referred to as "the mortgagee" which expression shall unless the context does not so admit, include his successors and assigns), of the other part.

WHEREAS by an agreement dated the _____ day
 of _____ 19 _____ and made between the mortgagor therein
 referred to as "the Borrower" of the one part and the mortgagee of the other part
 in consideration of the sum of Rs. _____ paid by the
 mortgagor agreed to purchase of a ready built dwelling house for his own
 use (hereinafter called "the said loan") The mortgagor agreed to purchase the
 piece of land described in the Schedule hereto together with the dwelling house
 and other structures standing thereon and to execute a mortgage in respect thereof
 in favour of the mortgagee in the form prescribed under rule 9(d) of Gujarat
 Agricultural University Employees House Building Advance Rules (hereinafter
 referred to as "the said rules" which expression shall where the context so admits
 include any amendment thereof or addition thereto in force on the date thereof
 shall be deemed to form part of these presents as if the same were set further
 here in) AND WHEREAS THE mortgagor has completed the purchase of the
 said piece of land together with the dwelling house and other structures standing
 thereon and is now absolutely said and possessed of and otherwise well and
 sufficiently entitled thereto.

NOW THIS MORTGAGE WITNESSETH that in pursuance of the said
 Agreement and in consideration of the sum of Rs. _____ paid to the mortgagor
 by the mortgagee at the time of execution of the said received Agreement (the
 receipt whereof the mortgagor doth hereby acknowledge) the mortgagor doth here-
 by covenant with mortgagee that the mortgagor shall repay to the mortgagee

the said sum of Rs. _____ within a period of _____ years from the date of commencement of the repayment period by _____ equal monthly instalments of Rs. _____ each to be paid in the first week of each calendar month, the first of such instalment to be paid in the first week of _____ 19 _____ and the subsequent instalments in the corresponding first week of each succeeding calendar month and after the mortgagor has paid the principal amount of the said loan in regular instalment as hereinbefore provided, the mortgagor shall pay to the mortgagee within a further period of years thereafter the amount of interest on diminishing balance of the said loan from the date of the respective advance until payment at the rate of _____ per cent per annum to be calculated in the manner provided in the said rules, such interest to be paid by _____ equal monthly instalments of Rs. _____ each to the extent that the entire loan and interest thereon shall be repaid within a period of _____ years from the day of commencement of the repayment period, provided, however, that if the mortgagor shall fail to pay any instalment of principal and interest on its due date, then and in every such case the amount of such instalment of principal or interest so in arrears shall bear such higher rate of interest as may be prescribed under the said rules and the amount of each instalment of interest shall also be proportionately increased. Provided, further that nothing herein contained shall prejudice the exercise by the mortgagor of the power of sale on the happening of the events hereinafter mentioned.

(2) In further pursuance of the said agreement and for the consideration the aforesaid the mortgagor doth hereby transfer, convey and assure unto the mortgagee all that piece of land more particularly described in the schedule hereunder written TOGETHER with all and singular the dwelling house, out-houses, garages, stables, edifices, buildings, out-buildings, structures, yards, wells, paths and all other appurtenances to the said piece of land and premises belonging or in anywise appertaining or with the same or any part thereof now or at any time herebefore usually held and occupied or enjoyed or reputed to belong to or be appurtenant thereto; AND TOGETHER also with all the right, title interest, claim and demand whatsoever of the mortgagor into and upon the said piece of land and premises or any part thereof (hereinafter collectively referred to as "the mortgaged premises"), TO HAVE AND TO HOLD the same unto and to the use of the mortgagee absolutely subject to the proviso for redemption hereinafter contained.

(3) It is hereby agreed and declared that if the mortgagor shall duly comply with the terms on which the said loan has been granted and shall duly

repay the amount of the said loan together with interest thereon and shall pay all costs, charges and expenses of the mortgagee, and incidental to this mortgage, the mortgagee shall upon the request and at the costs, charges and expenses of the mortgagor convey and retransfer the mortgaged premises unto the mortgagor or as he may direct and in the meantime and until default be made by the mortgagor in payment of the said principal sum or any instalment thereof or interest thereon or any part thereof the mortgagor shall remain in the possession and enjoyment of the mortgaged premises.

- (4) The said loan or any balance thereof and all other moneys due for the time being under these presents shall become immediately payable and the security hereby constituted shall become enforceable forthwith in each and every of the following events :
- (a) If the mortgagor shall fail to pay any instalment of principal on its due date as and when it may become due and payable.
 - (b) If the mortgagor shall make default in payment of any instalment of interest on its due date as hereinbefore provided.
 - (c) If any distress or execution shall be levied or enforced upon any part of the mortgaged premises or a receiver thereof be appointed.
 - (d) If the mortgagor shall commit breach of any one of the covenants or provisions herein contained and on his part to be observed and performed.
 - (e) If the mortgagor dies or retires from or ceases to be in the service of the mortgagee.
 - (f) If mortgagor is adjudicated insolvent.
- (5) As soon as the amount of the said loan or the balance thereof shall become payable and the security enforceable under the last preceding clause, the mortgagee shall be entitled (without being bound to do so), take possession of the mortgaged premises and to release the same and

quietly to hold and enjoy the same and receive the income and profits thereof without any interruption or disturbance by the mortgagor or any other person whatsoever claiming under the mortgagor.

- (6) If default shall be made in repayment of the said loan or any part thereof on the days and in the manner aforesaid or if the security hereby constituted become enforceable in each and any of the events mentioned in the last preceding clause the mortgagee shall be entitled and shall have full power to sell without the intervention of the court, the mortgaged premises either by public auction or by private contract and either for a lump sum or a sum payable by instalments and make such sale upon such terms and conditions including any special or other stipulations as to title evidence or otherwise as the mortgagee shall deem proper and the mortgagee shall have full power to buy in or rescind, or vary any contract for sale of all the mortgaged premises or any part thereof and to resell the same without being responsible for any loss which may be occasioned thereby and with full power to compromise and effect, compositions and for the purpose aforesaid the receipt of the mortgage for the purchase money of the properties sold and for any other moneys paid to the mortgagee shall effectively discharge the purchaser or other person or persons paying the same therefrom or from being concerned to see the application or being answerable for loss or misapplication thereof.
- (7) Whenever any instalment of principal or interest or any other sum due and payable by the mortgagor under these presents shall be in arrears the same may be recoverable from the mortgagor provided always that this clause shall not effect other rights, powers and remedies of the mortgagee.
- (8) The mortgagor doth hereby covenant with the mortgagee as follows :
- (a) That the mortgagor has now good right and full power to transfer, convey and assure the mortgaged premises hereinbefore expressed to be hereby transferred, conveyed and assured as aforesaid free from all claims, liens and encumbrances and that the mortgagor and every other person having or claiming any estate or interest in the mortgaged premises or any part thereof shall at all times at the costs until the sale thereof, of the mortgagor and afterwards of the person or persons requiring the same, execute and do all such assurances and acts for further and more effectually assuring the

mortgaged premises or any part thereof to the mortgagee or to such other person as he may direct, as shall be reasonably required;

- (b) that the moneys secured by these presents shall be a first charge on the mortgaged premises and shall take precedence over all other moneys now due or which may hereinafter be borrowed by the mortgagor;
- (e) that the mortgagor shall not let out the mortgaged premises without the previous consent in writing of the mortgagee;
- (d) that the mortgagor shall maintain and keep in a good substantial state of repairs and conditions the mortgaged premises;
- (e) that the mortgagor shall keep the said mortgaged premises insured against loss or damage by fire, flood, lightening, riots and civil commotion to their full insurable value with some insurance office to be approved by the mortgagee and assign the policy in favour of the mortgagee and shall make all payments required for the purpose as and when the same become due and payable and shall on demand produce to the mortgagee the policy or policies of the insurance and the receipt or receipts for such payment and shall apply all moneys received by the mortgagor under any such insurance making good only loss or damages to the mortgaged premises PROVIDED THAT if default shall be made by the mortgagor in insuring or keeping the mortgaged premises insured as aforesaid then and so often as the same shall happen, it shall be lawful (but not obligatory) for the mortgagee on giving 24 hours notice to the mortgagor to insure and keep insured the mortgaged premises to their full insurable value and the mortgagor shall on demand repay to the mortgagee every sum of money expended for that purpose by the mortgagee with interest at the rate and in the manner aforesaid from the time same respectively shall have been expended and that until such repayment the same shall be a first charge upon the mortgaged premises;
- (f) that the mortgagor shall duly and punctually pay, perform and observe all rents, taxes, assessments outgoings covenants and obligations which are to be paid, observed or performed by the mortgagor, in respect of the mortgaged premises or otherwise howsoever;

- (g) that the mortgagor shall permit the mortgagee or any person or persons authorised by him at any time and from time to time after reasonable notice to the mortgagor to inspect and examine any part of the mortgaged premises and render them such assistance as may be required for any of the purposes aforesaid and shall furnish to the mortgagee or to such person or persons as he shall from time to time appoint for the purpose all such information relating to the mortgaged premises or any part thereof as he or they shall reasonably required;
- (h) that in the event of the retirement or death before retirement of the mortgagor the mortgagee shall be entitled to recover the entire balance of the said loan remaining unpaid at the time of such retirement or death with interest thereon from the gratuity that may be sanctioned to the mortgagor under the service rules applicable to him.

IN WITNESS WHEREOF the mortgagor has set his hand hereto the day and year first above written.

THE SCHEDULE ABOVE REFERRED TO

ALL that piece of land of the _____ tenure situate lying and being at _____ in the Registration Sub-District of _____ District _____ containing by admeasurement _____ square feet/yards or thereabouts and bearing survey number _____ of _____ and bounded as follows, that is to say :

On or towards the east by _____

On or towards the west by _____

On or towards the north by _____

On or towards the south by _____

SIGNED AND DELIVERED by

Shri _____

the above named mortgagor in the presence of :

1. _____

2. _____

To be registered

FORM ' C '

(See Rule 13.1)

(Form of Surety Bond to be executed by a permanent University employee or any other solvent surety).

KNOW ALL MEN BY THESE PRESENTS that _____
 (full name of the Surety) Inhabitant of _____ (town or
 village of residence) in the district of _____ holding the
 permanent post _____ (description of the post held) in
 the _____ (hereinafter called ' the surety') is held
 and firmly bound unto the Vice-Chancellor exercising the executive power of the
 Gujarat Agricultural University (hereinafter called "the University", which
 expression shall unless the context otherwise admit include his successors and
 assignees) in the sum of Rs. _____ (rupees _____ only)
 to be paid to the University with interest in the manner hereinafter prescribed
 FOR WHICH PAYMENT to be well and truly made the surety doth bind
 himself, his heirs, executors, administrators and representatives firmly by
 these presents;

WHEREAS _____ (full name of the borrower)
 inhabitant of _____ (town or village of residence)
 or in the district of _____ (Name of the district) at present
 employed as a temporary (description of the post) in the _____
 (Name of the office or department) (hereinafter called "Borrower") applied for
 the loan of Rs. _____ (rupees _____ only)
 for _____ (hereinafter called "the said loan") and
 the said loan was sanctioned subject to the University Employees House Building
 Advance Rules (hereinafter referred to as "the said rules" which expression shall
 where the context so admits include any amendment thereof or addition thereto
 in force on the date hereof and shall be deemed to form part of these presents as
 if the same were set forth herein).

AND WHEREAS by an agreement/mortgage dated the _____
 day of _____ 19 _____ the borrower has undertaken to repay the
 said loan and interest by the instalments, at the rate and in the manner set out
 in the said agreement/mortgage AND WHEREAS in consideration of the University
 having agreed to grant the aforesaid advance to the borrower the surety has
 agreed to execute the above bond with such condition as is hereunder written,

NOW THE CONDITION OF THIS OBLIGATION is such that if the said borrower shall duly and regularly pay or cause to be paid to the University the amount of the said loan with interest thereon by the instalments at the rate and in the manner set out in the said agreement/mortgage until the said loan of _____ Rs. _____ (rupees _____ only) and interest shall be duly paid, then this bond shall be void, otherwise the same shall be and remain in full force and valid BUT SO NEVERTHELESS that if borrower shall die or become insolvent or at any time cease to be in the service of the University or commit the breach of any of the conditions or provisions contained in the said agreement/mortgage the whole or so much of the principal sum of the said loan with interest thereon as shall have then remained unpaid shall immediately become due and payable to the University and recoverable from the surety together with all further interest at the same rate in one instalment by virtue of this bond; AND IT IS HEREBY AGREED AND DECLARED that the obligation undertaken by the surety shall not be discharged or in any way affected by an extension of time or any other indulgence granted by the University to the said borrower and that for the purpose of its enforcement the liability undertaken by the surety hereunder shall be constructed as joint and several liability alongwith the liability of the borrower under the said agreement/mortgage subsists.

IN WITNESS WHEREOF SHRI _____
that above named surety has set his hand hereto the day and year _____ first
above written.

SIGNED AND DELIVERED BY

Shri _____

the above named surety in the presence of :

1. _____

2. _____

To be registered

FORM 'D'

(See Rule 17.1)

Letter intimating to the Insurance Company, the interest of the VICE-CHANCELLOR, Gujarat Agricultural University, IN THE insurance policies concerning the mortgaged house.

From _____

To, _____

(through the Head of Office)

Dear Sir,

I am to inform you that the Vice-Chancellor, Gujarat Agricultural University, is interested in the House Insurance Policy No. _____ secured in your company and to request that you will kindly insert a clause to the following effect in the policy.

It is hereby declared and agreed that Shri _____ (owner of the house hereinafter referred to as the insured in the schedule to this policy) has mortgaged the house to the Vice-Chancellor, Gujarat Agricultural University, (hereinafter referred to as "Vice-Chancellor") as security for an advance received and it is further declared and agreed that the Vice-Chancellor is interested in any monies which but for the endorsement is payable to the said Shri _____ (the insured under this policy) in respect of loss or damage by fire, flood, lightning, riots and civil commotion and such monies shall be paid to the Vice-Chancellor as long as he is the mortgagee of the house and a receipt passed by a duly authorised officer of the University shall be valid discharge to the company in respect of such monies.

Save as by this endorsement expressly agreed, nothing herein shall modify or effect the rights or liabilities of the insured or the company respectively under or in connection with the policy or any term, provision or condition thereof.

Yours faithfully,

Place _____

Date _____

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.

Place _____

Date _____

Head of Office

(To be Registered)

FORM D-1

(See Rule 8.2)

From of mortgage for advance partly for purchase of lease hold land partly for construction of a house.

This MORTGAGE made this _____ day of _____ one thousand nine hundred and _____ BETWEEN _____ of _____ (Town or Village of Residence) holding the post of _____ (hereinafter called "the mortgagor", which expression shall, unless the context does not so admit, include his heirs, executors and administrators) of the one part and THE VICE-CHANCELLOR Gujarat Agricultural University (hereinafter referred to as "the mortgagee" which expression shall, unless the context does not so admit, include his successors and assigns of the other part.

WHEREAS by an agreement, dated the _____ day of _____ 19 _____ and made between the mortgagor therein referred to as "the Borrower" of the one part and the mortgagee of the other part in consideration of the sum of Rs. _____ paid by the mortgagee to the mortgagor as the first instalment equivalent to 20 per cent of the aggregate loan of Rs. _____ sanctioned to the mortgagor for the purchase of land and construction of a dwelling house thereon (hereafter called "the said loan") the mortgagor agreed to purchase the piece of land described in the schedule hereto and to execute a mortgage in respect thereof in favour of the mortgagee.

AND WHEREAS the mortgagor on the _____ day of _____ 19 _____ duly completed the purchase of the said piece of land.

AND WHEREAS under and by virtue of a lease dated the day of _____ 19 _____ and the deed of assignment, dated the _____ day of _____ 19 _____ the mortgagor is possessed of and otherwise well and sufficiently entitled to the said piece of land for the residue now unexpired of the terms of years to be computed from the _____ of _____ 19 _____ subject to the payment of the rent and the performance of the covenants on part of the mortgagor as lease, reserved and contained in the said lease.

AND WHEREAS the mortgagor has applied to the mortgagee for the payment of balance of the said loan for undertaking the construction on the said piece of land a suitable dwelling house for his own use.

AND WHEREAS under the Gujarat Agricultural University Employees House Building Advance Rules (hereinafter referred to as "the said rules" which expression shall where the context so admits include any amendment thereof for addition thereto in force on the date hereof and shall be deemed to form part of these presents as if the same were set forth herein)", the balance of the said loan as to be advanced to the mortgagor by three instalments of the amount the manner and subject to the condition the laid down in rule 8.2 of rules said that is to pay the sum of Rs. _____ being the amount of second instalment equivalent to 30 per cent of the said loan on or before the execution of these presents the sum of Rs. _____ being the amount of the second instalment equivalent to 40 per cent of the said loan after the construction of the proposed dwelling house reaches the plinth level and the balance of Rs. _____ being amount of the last instalment of the said loan after the said construction reaches the roof level unless for any reason the power of sale provided hereinafter shall have become exercisable in the meanwhile.

NOW THIS MORTGAGE WITNESSETH that in pursuance of the said agreement and in consideration of the said sum of rupees _____ and rupees making together aggregate sum of rupees _____ paid to the mortgagor by the mortgagee before the execution of these presents as the first and second instalments of the said loan (the receipt whereof the mortgagor doth hereby acknowledge) and in further consideration of the further sum (if any) not exceeding Rs. _____ in the aggregate to be hereafter advanced as the third and last instalment of the said loan subject to the fulfilment of the conditions on the part of the mortgagor hereinafter contained (hereinafter called "the subsequent instalments of the said loan" the mortgagor doth hereby covenant with the mortgagee that the mortgagor shall repay to the mortgagee the said sum of rupees and such further sums as may hereafter be paid by the mortgagee to the mortgagor pursuance to the herein before recited agreement in that behalf within a period of _____ years from the _____ by equal monthly instalment of Rs. _____ each to be paid in the first week of each calendar month in the first of such instalments to be paid in the first week of _____ 19 _____ and the subsequent instalments in the corresponding first week of each succeeding calendar month and after the mortgagor has paid the principal amount of the

said loan in regular instalments as hereinbefore provided, the mortgagor shall pay to the mortgagee within a further period of years thereafter the amount of interest on the diminishing balances of the said loan from the respective dates of the advances of each instalment of the said loan until payment at the rate of _____ per cent per annum calculated in the manner provided under the said rules, such interest to be paid by equal monthly instalments of Rs. _____ each, to the intent that the entire loan and interest thereon shall be repaid within a period of _____ years from the _____ day of _____ 19____ provided, however, that if the mortgagor shall fail to pay any instalment of principal and/or interest on its due date, then and in every such case the amount of such instalment of principal or interest so in arrears shall bear such higher rate of interest as may be prescribed under the said rules and the amount of each instalment of interest shall also be proportionately increased. Provided further that nothing herein contained shall prejudice the exercise by the mortgagor of the power of sale on the happening of the events hereinafter mentioned.

- (2) It is hereby agreed and declared that the mortgagee shall not be under any obligation to advance any subsequent instalment of the said loan unless and until the mortgagor shall produce to the mortgagee adequate evidence to show that the construction of the said dwelling house has reached the stage prescribed under the said rules.
- (3) It is hereby further agreed that if the full amount of the said loan shall not be advanced then the amount of each of the said monthly instalment of the repayment of principal and interest shall be proportionately reduced to such amount as may be determined by the mortgagee. Provided, however, that, if no subsequent instalment of the said loan is advanced then the date of the first instalments of repayment of the principal and of the said monthly instalment of accumulated interest shall be determined by the mortgagee and shall be paid by the mortgagor accordingly.
- (4) In further pursuance of the said agreement and for the consideration aforesaid mortgagor doth hereby ~~sell~~ demise unto the mortgagee all that piece of land more particularly described in the schedule hereunder written TOGETHER with all in singular the dwelling house, out-houses, garages, stables, edifices, buildings, out-buildings, structures, yards, wells, paths, trees, plants and all other appurtenances to the said piece of land and premises belonging or in anywise appertaining or with the same any part thereof now or at any time heretofore

usually held and occupied or enjoyed or reputed to belong to or be occupant thereto AND TOGETHER also with all the right, title, interest, claim and demand whatsoever of the mortgagor into and upon the said piece of land and premises or any part thereof (hereinafter collectively referred to as "the mortgaged premises") to hold the same unto and to the mortgagee, absolutely for all the residue now unexpired of the said term of years granted by the said lease except the last day of the said term the subject to the proviso for redemption hereinafter contained.

- (5) It is hereby agreed and declared that if the mortgagor shall duly comply with the terms on which the said loan has been granted and shall duly repay the amount of the said loan (including the subsequent instalments of the loan if advanced) together with interest thereon and shall pay all costs, charges and expenses of the mortgagee of and incidental to this mortgage, the mortgagee shall upon the request and at the costs, charges and expenses of the mortgagor convey and retransfer the mortgaged premises unto the mortgagor or as he may direct and in the meantime and until default be made by the mortgagor in payment of the said principal sum (including the subsequent instalments of the loan if advanced) or any instalment of repayment of the principal thereof or interest thereon or any part thereof the mortgagor shall remain in the possession and enjoyment of the mortgaged premises.
- (6) The said loan (including the subsequent instalments of the loan if advanced) or any balance thereof and all other moneys due for the time being under these presents shall become immediately payable and the security hereby constituted shall become enforceable forthwith in each and every of the following events :
- (a) If the mortgagor shall fail to pay any instalment of repayment of the principal on its due date as and when it may become due and payable;
 - (b) If the mortgagor shall make default in payment of any instalment of interest on its due date as herein before provided;
 - (c) If any distress or execution shall be levied or enforced upon any part of the mortgaged premises or a receiver thereof be appointed;
 - (d) If the mortgagor shall commit breach of any one of the covenants; or provisions herein contained and on his part to be observed and performed;

- (e) If the mortgagor dies or retires from or ceases to be in the service of the mortgagee;
- (f) If the mortgagor is adjudicated insolvent.
- (7) As soon as the amount of the said loan (including the subsequent instalments of the loan if advanced) or the balance thereof shall become payable and the security enforceable under the last preceding clause the mortgagee shall be entitled (without being bound to do so), to take possession of the mortgaged premises and to realise the same and quietly to hold and enjoy the same and receive the income and profits thereof without any interruption or disturbance by the mortgagor or any other person whatsoever claiming under the mortgagor.
- (8) If default shall be made in repayment of the said loan (including the subsequent instalment of the said loan) or any part thereof on the days and in the manner aforesaid or if the security hereby constituted become enforceable in each and any of the events mentioned in the last preceding clause, the mortgagee shall be entitled and shall have full power to sell without the intervention of the court, the mortgaged premises either by public auction or by private contract and either for a lump sum or a sum payable by instalments and may make such sale upon such terms and conditions including any special or other stipulations as to title evidence or otherwise as the mortgagee shall deem proper and the mortgagee shall have full power to be in or rescind or vary any contract for sale of all the mortgaged premises or any part thereof and to resell the same without being responsible for any loss which may be occasioned thereby and with full power to compromise and effect compositions and for the purpose aforesaid the receipt of the mortgagee for the purchase money of the properties sold and for any other moneys paid to the mortgagee shall effectually discharge the purchaser or other person or persons paying the same therefrom or from being concerned to see the application or being answerable for loss and misapplication thereof.
- (9) AND IT IS HEREBY AGREED AND DECLARED that whenever any instalment of repayment of the principal or interest or any other sum due and payable by the mortgagor under these presents shall be in arrears the same may be recoverable from the mortgagor provided always that this clause shall not affect other rights, powers and remedies of the mortgagee.

(10) The mortgagor doth hereby covenant with the mortgagee as follows :

- (a) That the said lease granting the term of years for which the said land is held by the mortgagor is now a good, valid and effective lease that the same is in full force and has not been forfeited or surrendered and has not in anywise become void or voidable and that all the rents reserved thereby and all the covenants, conditions and agreements contained therein on the part of the mortgagor or his predecessors in title as lessees thereof have been duly paid observed and performed upto the date hereof;

- (b) that the mortgagor shall at all times so long as any money remain; due on the security of these present pay, observe and perform or cause to be paid observed and performed all the rents, covenants, conditions and agreements and shall keep the mortgagee indemnified against all actions proceedings, cost, charges, claims and demands if any to be incurred or sustained by the mortgagee by reason of the nonpayment of the said rents or the non-observance or non-performance of the said covenants conditions or agreements or any of them, shall not affect other rights, powers and remedies of the mortgagee;

- (c) That the mortgagor has now good right and full power to transfer convey and assure the mortgaged premises hereinbefore expressed to be hereby transferred, conveyed and assured as aforesaid free from all claims, liens and encumbrances and that the mortgagor, and every other person having or claiming any estate or interest in the mortgaged premises or any part thereof, will at all times at the costs until the sale thereof of the mortgagor, and afterwards of the person or persons requiring the same, execute and do all such assurance and acts for further and more effectually assuring the mortgaged premises or any part thereof to the mortgagee or to such other person as he may direct, as shall be reasonably required;

- (d) that the money secured by these presents shall be a first charge on the mortgaged premises and shall take precedence over all other moneys now due or which may hereinafter be borrowed by the mortgagor;

- (e) that the mortgagor shall not let out the mortgaged premises without the previous consent in writing of the mortgagee;
- (f) that the mortgagor shall maintain and keep in a good substantial state of repairs and conditions the mortgaged premises;
- (g) that the mortgagor shall keep the said mortgaged premises insured against loss or damage by fire, flood, lightening, riots and civil commotion to their full insurable value with some insurance office to be approved by the mortgagee and assign the policy in favour of the mortgagee and shall make all payments required for the purpose as and when the same become due and payable and shall on demand produce to the mortgagee the policy or policies of the insurance and the receipt or receipts for such payment and shall apply all moneys received by the mortgagor under any such insurance in making good any loss or damage to the mortgaged premises PROVIDED THAT if default shall be made by the mortgagor in insuring or keeping the mortgaged premises insured as aforesaid than and so often as the same shall happen, it shall be lawful (but not obligatory) for the mortgagee on giving 24 hours' notice to the mortgagor to insure and keep insured the mortgaged premises to their full insurable value and the mortgagor shall on demand repay to the mortgagee every sum of money expended for that purpose by the mortgagee with interest at the rate and in the manner aforesaid from the time the same respectively shall have been so expended and that until such repayment the same shall be first charge upon the mortgaged premises;
- (h) that the mortgagor will duly and punctually pay, perform and observe all rents, rates taxes, assessments, outgoings covenants and obligations which are to be paid, observed or performed by the mortgagor in respect of the mortgaged premises or otherwise howsoever;
- (i) that the mortgagor will permit the mortgagee or any person or persons authorised by him at any time and from time to time after reasonable notice to the mortgagor to inspect and examine any part of the mortgaged premises and render them such assistance as may be

required for any of the purposes aforesaid and shall furnish to the mortgagee or to such person or persons as he shall from time to time appoint for the purpose all such information relating to the mortgaged premises or any part thereof as he or they shall reasonably require;

- (j) that in the event of the retirement or death before retirement the mortgagor, the University shall be entitled to recover the entire balance of the said loan remaining unpaid at the time of such retirement or death with interest thereon from the gratuity that may be sanctioned to the mortgagor under the service rules applicable to him;
- (k) that the mortgagor shall utilise the amount of the said loan including the subsequent instalments of loan (if advanced) for the construction of a dwelling house on the said piece of land and for no other purpose.

IN WITNESS WHEREOF the mortgagor has set his hand hereto the day and year first above written.

THE SCHEDULE ABOVE REFERRED TO

ALL THAT piece of land of the tenure, situate lying and being at _____ in the registration sub-district of _____ district _____ containing by admeasurement square feet/yards or thereabout and bearing survey No. _____ of _____ and bounded as follows that is to say :

On or towards the east by _____

On or towards the west by _____

On or towards the north by _____

On or towards the south by _____

Signed and delivered by the above
named mortgagor in the presence of :

1. _____

2. _____

FORM D-2

(See Rule 8.2)

From of mortgage for advance for construction of a house on leasehold land.

THIS MORTGAGE made the _____ day of _____ one thousand nine hundred and _____ BETWEEN _____ of _____ holding the post of _____ (hereinafter called the mortgagor which expression shall, unless the context does not so admit, include his heirs, executors and administrators of one part and the VICE-CHANCELLOR, Gujarat Agricultural University (hereinafter referred to as "mortgagee" which expression shall unless the context does not so admit, include his successors and assigns) of the other part.

WHEREAS under and by virtue of a lease, dated the _____ day of _____ 19 _____ the mortgagor is possessed of and otherwise well and sufficiently entitled to the piece of land more particularly described in the schedule hereunder written for the residue now unexpired of the term of _____ years to be computed from the _____ day of _____ 19 _____ subject to the payment of the rent and the performance of the covenants on part of the mortgagor as a lessee reserved and contained in the said lease.

AND WHEREAS the mortgagor has applied under the Gujarat Agricultural University Employees House Building Advance Rules (hereinafter referred to as "the said rules" which expression shall where the context so admits include any amendment thereof or addition thereto in force on the date hereof and shall be deemed to form part of these presents as if the same were set-forth herein)", for a loan of Rs. _____ for constructing on the said piece of land a dwelling house for his own use (hereinafter called the said loan).

AND WHEREAS the said loan having been duly sanctioned, the mortgagor has now applied for payment and has offered to execute the mortgage as required by Rule 8.2 of the said rules AND in the manner hereinafter appearing. WHEREAS under the said Rule 8.2 the loan is to be advanced and paid to the mortgagor by three instalments of the amount, in the manner and subject to the conditions therein laid down that is to say the sum of rupees being the amount

of the first instalment equivalent to 30 per cent of the said loan on or before the execution of these presents, the sum of Rs. _____ being the amount of the second instalment equivalent after the construction of the proposed dwelling house reaches the plinth level and the balance of Rs. _____ being the amount of the last instalment of the said loan after the said construction reaches the roof level unless for any reason the power of sale provided hereinafter shall have become exerciseable in the meanwhile.

NOW THIS MORTGAGE WITNESSETH that in pursuance of the said agreement and in consideration of the said sum of Rs. _____ paid to the mortgagor by the mortgagee before the execution of these present as the first instalment of the said loan (the receipt whereof the mortgagor doth hereby acknowledge) and in further consideration of the further sum (if any) not exceeding Rs. _____ in the aggregate to be hereafter advanced as the second and the last instalment of the said loan subject to the fulfilment of the conditions on the part of the mortgagor hereinafter contained (hereinafter called "the subsequent instalments of the said loan") the mortgagor doth hereby covenant with the mortgagee that the mortgagor shall repay to the mortgagee the said sum of rupees and such further sums as may hereafter be paid by the mortgagee to the mortgagor pursuant to the hereinbefore recited agreement in that behalf within a period of _____ years from the _____ by _____ equal monthly instalments of Rs. _____ each to be paid in the first week of each calendar month, the first of such instalments to be paid in the first week of _____ 19 _____ and the subsequent instalments in the corresponding first week of each succeeding calendar month and after the mortgagor has paid the principal amount of the said loan in regular instalment as hereinbefore provided, the mortgagor shall pay to the mortgagee within a further period of _____ years thereafter the amount of interest on diminishing balance of the said loan from the date of the respective advance until payment at the rate of _____ per cent per annum to be calculated in the manner prescribed under the said rules, such interest to be paid by _____ equal monthly instalments of Rs. _____ each to the intent that entire loan and interest thereon shall be repaid within a period of _____ years from the day of _____ 19 _____ provided, however, that if the mortgagor shall fail to pay any instalment of principal and for interest on its due date, then and in every such case the amount of such instalment of principal or interest so in arrears shall bear such higher rate of interest as may be prescribed under the said rules and the amount of each instalment of interest shall also be proportionately increased. Provided, further that nothing herein contained shall prejudice the exercise by the mortgagor of the power of sale on the happening of the events hereinafter mentioned.

- (2) It is hereby agreed and declared that the mortgagee shall not be under any obligation to advance any subsequent instalments of the said loan unless and until the mortgagor shall produce to the mortgagee adequate evidence to show that the construction of the said dwelling house has reached the stage prescribed under the said rules.
- (3) It is hereby further agreed that if the full amount of the said loan shall not be advanced then the amount of each of the said monthly instalment of the repayment of principal and interest shall be proportionately reduced to such amount as may be determined by the mortgagee provided, however, that if no subsequent instalment of the said loan is advanced then the date of the first instalment of repayment of the principal and interest and of the said monthly instalments of accumulated interest shall be determined by the mortgagee and shall be paid by the mortgagor accordingly.
- (4) In further pursuance of the said agreement and for the consideration the aforesaid the mortgagor doth hereby subdemise unto the mortgagee all that piece of land more particularly described in the schedule hereunder written TOGETHER with all and singular the dwelling house, out-houses, garages, stables, edifices, buildings, out-buildings, structures, yards, wells, paths trees, plants and all other appurtenances to the said piece of land and premises belonging or in anywise appertaining or with the same or any part thereof now or at any time herebefore usually held and occupied or enjoyed or reputed to belong to or the occupant thereto; TOGETHER also with all the right, title interest, claim and demand whatsoever of the mortgagor into and upon the said piece of land and premises or any part thereof (hereinafter collectively referred to as "the mortgaged premises"), TO HOLD the same and to the mortgagee for all the residue now unexpired of the said terms of years granted by the said lease except the last day of the said term, subject nevertheless in the proviso for redemption hereinafter contained.
- (5) It is hereby agreed and declared that if the mortgagor shall duly comply with the terms on which the said loan has been granted and shall duly repay the amount of the said loan including the subsequent instalments of the loan if advanced together with interest thereon and shall pay all costs, charges and expenses of the mortgagee, and incidental to this mortgage, the mortgagee shall upon the request and at the costs, charges and expenses of the mortgagor convey and retransfer the mortgaged

premises unto the mortgagor or as he may direct and in the meantime and until default be made by the mortgagor in payment of the said principal sum (including the subsequent instalments of the loan if advanced or any instalment of repayment of the principal thereof the mortgagor shall remain in the possession and enjoyment of the mortgaged premises.

- (6) The said loan (including the subsequent instalments of the loan if advanced or any balance thereof and all other moneys due for the time being under these presents shall become immediately payable and the security hereby constituted shall become enforceable forthwith in each and every of the following events :
- (a) If the mortgagor shall fail to pay any instalment of repayment of the principal on its due date as and when it may become due and payable;
 - (b) if the mortgagor shall make default in payment of any instalment of interest on its due date as hereinbefore provided;
 - (c) if any distress or execution shall be levied or enforced upon any part of the mortgaged premises or a receiver thereof be appointed;
 - (d) if the mortgagor shall commit breach of any one of the covenants or provisions herein contained and on his part to be observed and performed;
 - (e) if the mortgagor dies or retires from or ceases to be in the service of the mortgagee;
 - (f) if the mortgagor is adjudicated insolvent.
- (7) As soon as the amount of the said loan (including the subsequent instalments of the loan if advanced) or the balance thereof shall become payable and the security enforceable under the last preceding clause, the mortgagee shall be entitled (without being bound to do so), to take possession of the mortgaged premises and to realise the same and quietly to hold and enjoy the same and receive the income and profits thereof without any interruption or disturbance by the mortgagor or any other person whatsoever claiming under the mortgagee.

- (8) If default shall be made in repayment of the said loan or any part thereof on the days and in the manner aforesaid or if the security hereby constituted become enforceable in each and any of the events mentioned in the last preceding clause the mortgagee shall be entitled and shall have full power to sell without the intervention of the court, the mortgaged premises either by public auction or by private contract and either for a lump sum or a sum payable by instalments and may make such sale upon such terms and conditions including any special or other stipulations as to title evidence or otherwise as the mortgagee shall deem proper and the mortgagee shall have full power to buy in or rescind, or vary any contract for sale of all the mortgaged premises or any part thereof and to resell the same without being responsible for any loss which may be occasioned thereby and with full power to compromise and effect, compositions and for the purposes aforesaid the receipt of the mortgagee for the purchase money of the properties sold and for any other moneys paid to the mortgagee shall effectual discharge the purchase or other person or persons paying the same therefrom or from being concerned to see the application or being answerable for loss or mis-application thereof.
- (9) AND IT IS HEREBY AGREED AND DECLARED that whenever any instalment of repayment of the principal or interest or any other sum due and payable by the mortgagor under these presents shall be in arrears the same may be recoverable from the mortgagor provided always that this clause shall not effect other rights, powers and remedies of the mortgagee.
- (10) The mortgagor doth hereby covenant with the mortgagee as follows :
- (a) that the said lease granting the term of years for which the said land is held by the mortgagor is now a good, valid and effectively lease the same is in full force and has not been enforced forfeited or surrendered and has not in anywise become void or voidable and that all the rents reserved thereby and all the covenants, conditions and agreements contained therein on the part of the mortgagor or his predecessors in-title as lessees have been duly paid, observed and performed upto the date hereof;
 - (b) that the mortgagor shall at all time so long as money remains due on the security of these presents pay, observe and perform or cause to be paid, observed and performed all the rents covenants, conditions and agreements and shall keep the mortgagee indemnified

against all actions, proceeding, costs, charges, claims and demands if any to be incurred or sustained by the mortgagee by reason of the non-payment of the said rents or the non-observance or non-performance of the said covenants, conditions or agreements or any of them;

- (c) that the mortgagor has now good right and full power to transfer, convey and assure the mortgaged premises hereinbefore expressed to be hereby transferred, conveyed and assured as aforesaid free from all claims, liens and encumbrances and that the mortgagor and every other person having or claiming any estate or interest in the mortgaged premises or any part thereof shall at all times at the costs until the sale thereof, of the mortgagor and afterwards of the person or persons requiring the same, execute and do all such assuring the mortgaged premises or any part thereof to the mortgagee or to such other person as he may direct, as shall be required;
- (d) that the moneys secured by these presents shall be a first charge on the mortgaged premises and shall take precedence over all other moneys now due or which may hereinafter be borrowed by the mortgagor;
- (e) that the mortgagor shall not let out the mortgaged premises without the previous consent in writing of the mortgagee;
- (f) that the mortgagor shall maintain and keep in a good substantial state of repairs and conditions the mortgaged premises;
- (g) that the mortgagor shall keep the said mortgaged premises insured against loss or damage by fire, riots and civil commotion to their full insurable value with some insurance office to be approved by the mortgagee and assign the policy in favour of the mortgagee and shall make all payments required for the purpose as and when the same become due and payable and shall on demand produce to the mortgagee the policy or policies of the insurance and the receipt or receipts for such payment and shall apply all moneys received by the mortgagor under any such insurance making good any loss or damages to the mortgaged premises PROVIDED THAT if default shall be made by the

mortgagor in insuring or keeping the mortgaged premises to their full insurable value and the mortgaged premises insured as aforesaid then and so often as the same shall happen, it shall be lawful (but not obligatory) for the mortgagee on giving 24 hours notice to the mortgagor to insure and keep insured the mortgaged premises to their full insurable value and the mortgagor shall on demand repay to the mortgagee every sum of money expended for that purpose by the mortgagee with interest at the rate and in the manner aforesaid from the time same respectively shall have been so expended and that until such repayment the same shall be first charge upon the mortgaged premises;

- (h) that the mortgagor shall duly and punctually pay, perform and observe all rents, rates, taxes, assessments outgoings coavenants and obligations which are to be paid, observed or performed by the mortgagor, in respect of the mortgaged premises or otherwise howsoever;
- (i) that the mortgagor shall permit the mortgagee or any person or persons authorised by him at any time and from time to time after reasonable notice to the mortgagor to inspect and examine any part of the mortgaged premises and render them such assistance as may be required for any of the purposes aforesaid and shall furnish to the mortgagee or to such person or persons as he shall from time to time appoint for the purpose all such information relating to the mortgaged premises or any part thereof as he or they shall reasonably require;
- (j) that in the event of the retirement or death before retirement of the mortgagor the University shall be entitled to recover the entire balance of the said loan remaining unpaid at the time of such retirement or death with interest thereon from the gratuity that may be sanctioned to the mortgagor under the service rules applicable to him.
- (k) that the mortgagor shall utilise the amount of the said loan including the subsequent instalments of loan (if advance) for the construction of a dwelling house on the said piece of land and for no other purpose.

IN WITNESS WHEREOF the mortgagor has set his hand hereto
the day and year first above written. _____

THE SCHEDULE ABOVE REFERRED TO

ALL that piece of land of the _____ tenure
 situate lying and being at _____ in
 the Registration Sub-District of _____
 District _____ containing by admeasurement _____
 _____ square feet/yards or thereabout
 and bearing survey number _____ of _____ and
 bounded as follows that is to say :

On or towards the east by _____

On or towards the west by _____

On or towards the north by _____

On or towards the south by _____

Signed and delivered by Shri _____

the above named mortgagor in the presence of :

1. _____

2. _____

To be registered

FORM D-3

(See Rule 8.2)

Form of Mortgage for advance for repayment of an outstanding loan raised for constructing or purchasing a house for enlarging residential accommodation in an existing house for carrying out extra-ordinary or special repairs to an existing house.

THIS MORTGAGE made the _____ day of _____ one thousand nine hundred and _____ BETWEEN _____ of holding _____ the post of _____ (hereinafter called "the mortgagor" which expression shall, unless the context does not so admit, include his heirs, executors and administrators of the one part) and the VICE-CHANCELLOR, Gujarat Agricultural University (hereinafter referred to as "the mortgagee" which expression shall, unless the context does not so admit, include his successors and assigns) of the other part.

WHEREAS under and by virtue of a lease dated the _____ day of _____ 19 _____ the mortgagor is possessed of and otherwise well and sufficiently entitled to the piece of land more particularly described in the schedule hereunder written together with the dwelling house and other structures standing thereon for residue now unexpired of the term of _____ years to be computed from the day of _____ 19 _____ subject to the payment of the rent and the performance of the covenants on part of the mortgagor as a lessee reserved and contained in the said lease AND WHEREAS the mortgagor has applied under the Gujarat Agricultural University Employees House Building Advance Rules (hereinafter referred to as "the said rules" which expression shall where the context so admits include any amendment thereof or addition thereto in force on the date hereof and shall be deemed to form part of these presents as if the same were set-forth herein)", for a loan of Rs. _____ for repayment of outstanding loan raised by the mortgagor for constructing purchasing enlarging living accommodation in carrying out extraordinary/special repairs to the said dwelling house (hereinafter called "the said loan") AND WHEREAS the said loan having been duly sanctioned, the mortgagor has now applied for payment and has offered to execute the mortgage as required by rule 8.2 of the said rules in the manner hereinafter appearing.

NOW THIS MORTGAGE WITNESSETH that in pursuance of the said agreement and in consideration of the said sum of Rs. _____ paid to the mortgagor by the mortgagee before the execution of these presents (the receipt whereof the mortgagor doth hereby acknowledge) the mortgagor doth hereby covenant with the mortgagee that the mortgagor shall repay to the said sum of rupees _____ within a period of _____ years from the _____ by _____ equal monthly instalment of Rs. _____ each to be paid in the first week of each calendar month the first of such instalments to be paid in the first week of _____ 19____ and the subsequent instalments in the corresponding first week of each succeeding calendar month and after the mortgagor has paid the principal amount of the said loan in regular instalments as hereinbefore provided, the mortgagor shall pay to the mortgagee within a further period of _____ years thereafter the amount of interest on the diminishing balances of the said loan from the dates of the respective advances until payment at the rate of _____ per cent per annum calculated in the manner provided under the said rules, such interest to be paid by equal monthly instalments of Rs. _____ each, to the intent that the entire loan and interest thereon shall be repaid within a period of _____ years from the _____ day of _____ 19____ provided, however, that if the mortgagor shall fail to pay any instalment of principal and for interest on its due date, then and in every such case the amount of such instalment of principal or interest in arrears shall bear such higher rate of interest as may be prescribed under the said rules and the amount of each instalment of interest shall also be proportionately increased. Provided further that nothing herein contained shall prejudice the exercise by the mortgagor of the power of sale on the happening of the events hereinafter mentioned.

- (2) In further pursuance of the said agreement and for the consideration aforesaid mortgagor doth hereby sub-demise unto the mortgagee all that piece of land more particularly described in the schedule hereunder written TOGETHER with all in singular the dwelling house, out-houses, garages, stables, edifices, buildings, out-buildings, structures, yards, wells, paths, trees, plants and all other appurtenances to the said piece of land and premises belonging or in anywise appertaining or with the same or in part thereof now or at any time heretofore usually held and occupied or enjoyed or reputed to belong to or the occupant thereto AND TOGETHER also with all the right, title, interest, claim and demand whatsoever of the mortgagor into and upon the said piece of land and premises or any part thereof (hereinafter collectively referred to as "the mortgaged premises") to hold the same unto and

to the mortgagee, for all the residue now unexpired of the said term of years granted by the said lease except the last day of the said term, the subject to the proviso for redemption hereinafter contained.

- (3) It is hereby agreed and declared that if the mortgagor shall duly comply with the terms on which the said loan has been granted and shall duly repay the amount of the said loan together with interest thereon and shall pay all costs, charges and expenses of the mortgagee of and incidental to this mortgage, the mortgagee shall upon the request and at the costs, charges and expenses of the mortgagor convey and retransfer the mortgaged premises unto the mortgagor or as he may direct and in the meantime and until default be made by the mortgagor in payment of the said principal sum or any instalment of thereof or interest thereon or any part thereof the mortgagor shall remain in the possession and enjoyment of the mortgaged premises.
- (4) The said loan or any balance thereof and all other moneys due for the time being under these presents shall become immediately payable and the security hereby constituted shall become enforceable forthwith in each and every of the following events :
- (a) If the mortgagor shall fail to pay any instalment of principal on its due date as and when it may become due and payable;
 - (b) if the mortgagor shall make default in payment of any instalment of interest on its due date as herein before provided;
 - (c) if any distress or execution shall be levied or enforced upon any part of the mortgaged premises or a receiver thereof be appointed;
 - (d) if the mortgagor shall commit breach of any one of the covenants or provision herein contained and on his part to be observed and performed;
 - (e) if the mortgagor dies or retires from or ceases to be in the service of the mortgagee;
 - (f) if the mortgagor is adjudicated insolvent.

- (5) As soon as the amount of the said loan or the balance thereof shall become payable and the security enforceable under the preceding clause the mortgagee shall be entitled (without being bound to do so), to take possession of the mortgaged premises and to realise the same and quietly to hold and enjoy the same and receive the income and profits thereof without any interruption or disturbance by the mortgagor or any other person whatsoever claiming under the mortgage.
- (6) If default shall be made in repayment of the said loan or any part thereof on the days and in the manner aforesaid or if the security hereby constituted become enforceable in each and any of the events mentioned in the last preceding clause, the mortgagee shall be entitled and shall have full power to sell without the intervention of the court, the mortgaged premises either by public auction or by private contract and either for a lump sum payable by instalments and may make such sale upon such terms and conditions including any special or other stipulations as to title evidence or otherwise as the mortgagee shall deem proper and the mortgagee shall have full power to be in or rescind or vary any contract for sale of all the mortgaged premises or any part thereof and to resell the same without being responsible for any loss which may be occasioned thereby and with full power to compromise and effect compositions and for the purpose aforesaid the receipt of the mortgagee for the purchase money of the properties sold and for any other moneys paid to the mortgagee shall effectually discharge the purchase or other person or persons paying the same therefrom or from being concerned to see the application or being answerable for loss and misapplication thereof.
- (7) Whenever any instalment of the principal or interest or any other sum due and payable by the mortgagor under these presents shall be in arrears the same may be recoverable from the mortgagor provided always that this clause shall not affect other rights, powers and remedies of the mortgagee.
- (8) The mortgagor doth hereby covenant with the mortgagee as follows :
- (a) That the said lease granting the term of years for which the said land is held by the mortgagor is now a good, valid and effective lease that the same is in full force and has not been forfeited or

surrendered and has not in anywise become void or voidable and that all the rents reserved thereby and all the covenants, conditions and agreements contained therein on the part of the mortgagor or his predecessors in title as lessees have been duly paid observed and performed upto the date hereof;

- (b) that the mortgagor shall at all times so long as any money remain; due on the security of these present pay, observe and perform all the rents, covenants, conditions and agreements and shall keep the mortgagee indemnified against all actions proceedings, costs, charges, claims and demands if any to be incurred or sustained by the mortgagor by reasons of the nonpayment of the said rents or the non-observance or non-performance of the said covenants conditions or agreements or any of them, (concerned to see the application or being answerable for loss or misapplication thereof);
- (c) That the mortgagor has now good right and full power to transfer convey and assure the mortgaged premises hereinbefore expressed to be hereby transferred, conveyed and assured as aforesaid free from all claims, liens and encumbrances and that the mortgagor, and every other person having or claiming any estate or interest in the mortgaged premises or any part thereof, will at all times at the costs until the sale thereof of the mortgagor, and afterwards of the person or persons requiring the same, execute and do all such assurances and acts for further and more effectually assuring the mortgaged premises or any part thereof to the mortgagee or to such other person as he may direct, as shall be reasonably required;
- (d) that the money secured by these presents shall be a first charge on the mortgaged premises and shall take precedence over all other moneys now due or which may hereinafter be borrowed by the mortgagor;
- (e) that the mortgagor shall not let out the mortgaged premises without the previous consent in writing of the mortgagee;
- (f) that the mortgagor shall maintain and keep in a good substantial state of repairs and conditions the mortgaged premises;

- (g) that the mortgagor shall keep the said mortgaged premises insured against loss or damage by fire, flood, riots and civil commotion to their full insurable value with some insurance office to be approved by the mortgagee and assign the policy in favour of the mortgagee and shall make all payments required for the purpose as and when the same become due and payable and shall on demand produce to the mortgagee the policy or policies of the insurance and the receipt or receipts for such payment and shall apply all moneys received by the mortgagor under any such insurance in making good any loss or damage to the mortgaged premises PROVIDED THAT if default shall be made by the mortgagor in insuring or keeping the mortgaged premises insured as aforesaid then and so often as the same shall happen, it shall be lawful (but not obligatory) for the mortgagee on giving 24 hours' notice to the mortgagor to insure and keep insured the mortgaged premises to their full insurable value and the mortgagor shall on demand repay to the mortgagee every sum of money expended for that purpose by the mortgagee with interest at the rate and in the manner aforesaid from the time the same respectively shall have been so expended and that until such repayment the same shall be a first charge upon the mortgaged premises;
- (h) that the mortgagor will duly and punctually pay, perform and observe all rents, rates, taxes, assessments, outgoings, covenants and obligations which are to be paid, observed or performed by the mortgagor in respect of the mortgaged premises or otherwise howsoever;
- (i) that the mortgagor shall permit the mortgagee or any person or persons authorised by him at any time and from time to time after reasonable notice to the mortgagor to inspect and examine any part of the mortgaged premises and render them such assistance as may be required for any of the purposes aforesaid and shall furnish to the mortgagee or to such person or persons as he shall from time to time appoint for the purpose all such information relating to the mortgaged premises or any part thereof as he or they shall reasonably require;
- (j) that in the event of the retirement or death before retirement of the mortgagor the University shall be entitled to recover the entire balance of the said loan remaining unpaid at the time of such

retirement or death with interest thereon from the gratuity that may be sanctioned to the mortgagor under the service rules applicable to him;

- (k) that the mortgagor shall utilise the amount of the said loan within a period of two months from the date hereof for the purpose for which it is sanctioned viz. in repayment of the outstanding loan raised by the mortgagor for constructing/purchasing in englarging living accommodation or in carrying out extraordinary special repairs to the said dwelling house and for no other purpose and shall produce to the mortgagee before the expiration of the said period all vouchers and other evidence in support of such utilisation.
- (l) the said mortgaged premises having been already mortgaged, as security for repayment of the said outstanding loan raised by mortgagor for constructing/purchasing the said dwelling house, the mortgagor shall within the said period of two months obtain and produce to the mortgagee registered deed of release or other suitable document releasing the mortgage premises [from such mortgage or other existing encumbrances.

IN WITNESS WHEREOF the mortgagor has set his hand hereto the day and year first above written.

THE SCHEDULE ABOVE REFERRED TO

ALL THAT piece of land of the _____
tenure with the dwelling house thereon situate, lying and being at _____
_____ in the Registration Sub-District of _____
District _____ containing by admeasurement
_____ square feet/yards _____
_____ on _____ thereabout and bearing survey No. _____
of and bounded as follows that is to say ;

On or towards the east by _____

On or towards the west by _____

On or towards the north by _____

On or towards the south by _____

SINGED AND DELIVERED BY

Shri _____ the above named mortgagor
in the presence of—

1. _____

2. _____

FORM D-4

(See Rule 8.2)

Form of mortgage for advance for purchase of ready built house on lease hold land.

THIS MORTGAGE made the _____ day of _____ one thousand nine hundred and _____ BETWEEN _____ of _____ holding the post of _____ (hereinafter called "the mortgagor" which expression shall unless the context does not so admit, include his heirs, executors and administrators) of the one part and the VICE-CHANCELLOR, Gujarat Agricultural University (hereinafter referred to as "the mortgagee", which expression shall unless the context does not so admit, include his successors and assigns) of the other part.

WHEREAS by an agreement dated the _____ day of _____ 19 _____ and made between the mortgagor therein referred to as "the Borrower" of the one part and the mortgagee of the other part in consideration of the sum of Rs. _____ paid by the mortgagee to the mortgagor for the purchase of a ready built dwelling house for his own use (hereinafter called "the said loan") the mortgagor agreed to purchase the piece of land described in the schedule thereto together with the dwelling house and other structures standing thereon and to execute a mortgage in respect thereof in favour of the mortgagee in the form prescribed under the Gujarat Agricultural University Employees House Building Advance Rules (hereinafter referred to as "the said rules" which expression shall where the context so admits include any amendment thereof or addition thereto in force on the date hereof and shall be deemed to form part of these presents as if the same were set forth herein; AND WHEREAS the mortgagor has completed the purchase of the said piece of land together with the dwelling house and other structures standing thereon.

WHEREAS under by virtue of a lease dated the _____ day of _____ 19 _____ and the deed of assignment, dated the _____ day of _____ 19 _____ the mortgagor is possessed of and otherwise well and sufficiently entitled to the said piece of land for the residue now unexpired of the terms of years to be computed from the _____ day of _____ 19 _____ subject to the payment of the rent and the performance of the covenants on part of the mortgagor as lessee, reserved and contained in the said lease.

NOW THIS MORTGAGE WITNESSETH that in pursuance of the said agreement and in consideration of the sum of Rs. _____ paid to the mortgagor by the mortgagee at the time of execution of the said recited agreement (the receipt whereof the mortgagor doth hereby acknowledge) the mortgagor doth hereby covenant with the mortgagee that the mortgagor shall repay to the mortgagee the said sum of a rupees _____ within a period of _____ years from the _____ by _____ equal monthly instalments of Rs. _____ each to be paid in the first week of each calendar month, the first of such instalment to be paid in the first week of _____ 19 _____ and the subsequent instalment on the corresponding first week of each succeeding calendar month and after the mortgagor has paid the principal amount of the said loan in regular instalment as hereinbefore provided, the mortgagor shall pay to the mortgagee within a further period of four years thereafter the amount of interest on diminishing balance of the said loan from the dates of the respective advances until payment at the rate of _____ per cent per annum to be calculated in the manner prescribed under the said rules, such interest to be paid by _____ equal monthly instalments of Rs. _____ each to the extent that the entire loan and interest thereon shall be repaid within a period of _____ years from the day of _____ 19 _____ provided, however, that if the mortgagor shall fail to pay any instalment of principal and for interest on its due date, then and in every such case the amount of such instalment of principal or interest so in arrears shall bear such higher rate of interest as may be prescribed under the said rules and the amount of each instalment of interest shall also be proportionately increased. Provided, further that nothing herein contained shall prejudice the exercise by the mortgagor of the power of sale on the happening of the events hereinafter mentioned.

- (2) In further pursuance of the said agreement and for the consideration the aforesaid the mortgagor doth hereby sub-demise unto the mortgagee all that piece of land more particularly described in the schedule hereunder written TOGETHER with all in singular the dwelling houses, out-houses, garages, stables, edifices, buildings, out-buildings, structures, yards, wells, paths, trees, plants and all other appurtenances to the said piece of land and premises belonging or in anywise appertaining or with the same or any part thereof now or at any time here to fore usually held and occupied or enjoyed and reputed to belong to or the occupant thereto; AND TOGETHER also with all the right, title interest, claim and demand whatsoever of the mortgagor into and upon the said piece of land and premises or any part thereof (hereinafter collectively referred to as "the mortgaged premises"), to hold the same

unto the mortgagee for all the residue now unexpired of the said terms of years granted by the said lease except the last day of the said term, subject nevertheless in the proviso for redemption hereinafter contained.

- (3) It is hereby agreed and declared that if the mortgagor shall duly comply with the terms on which the said loan has been granted and shall duly repay the amount of the said loan together with interest thereon and shall pay all costs, charges and expenses of the mortgagee, of an incidental to this mortgage, the mortgagee shall upon the request and at the costs, charges and expenses of the mortgagor convey and retransfer the mortgaged premises unto the mortgagor or as he may direct and in the meantime and until default be made by the mortgagor in payment of the said principal sum of any instalment thereof or instalment thereon or any past thereof the mortgagor shall remain in the possession and enjoyment of the mortgaged premises.
- (4) The said loan any balance thereof and all other money due for the time being under these presents shall become immediately payable and the security hereby constituted shall become enforceable forthwith in each and every of the following events :
- (a) If the mortgagor shall fail to pay any instalment of principal on the respective due date as and when it may become due and payable;
 - (b) if the mortgagor shall make default in payment of any instalment of interest on its due date as hereinbefore provided;
 - (c) if any distress or execution shall be levied or enforced upon any part of the mortgaged premises or a receiver thereof be appointed;
 - (d) if the mortgagor shall commit breach of any one of the covenants or provisions herein contained and on his part to be observed and performed;
 - (e) if the mortgagor dies or retires from or ceases to be in the service of the mortgagee;
 - (f) if the mortgagor is adjudicated insolvent.

- (5) As soon as the amount of the said loan thereof shall become payable and the security enforceable under the last preceding clause, the mortgagee shall be entitled (without being bound to do so), to take possession of the mortgaged premises and to realise the same and quietly to hold and enjoy the same and receive the income and profits thereof without any interruption or disturbance by the mortgagor or any other person whatsoever claiming under the mortgagor.
- (6) If default shall be made in repayment of the said loan or any part thereof on the days and in the manner aforesaid or if the security hereby constituted become enforceable in each and any of the events mentioned in the last preceding clause the mortgagee shall be entitled and shall have full power to sell without the intervention of the court, the mortgaged premises either by public auction or by private contract and either for a lump sum or a sum payable by instalments and may make such sale upon such terms and conditions including any special or other stipulations as to title evidence or otherwise as the mortgagee shall deem proper and the mortgagee shall have full power to buy in or rescind, or vary any contract for sale of all the mortgaged premises or any part thereof and to resell the same without being responsible for any loss which may be occasioned thereby and with full power to compromise and effect, compositions and for the purpose aforesaid the receipt of the mortgagee for the purchase money of the properties sold and for any other moneys paid to the mortgagee shall effectually discharge the purchaser or other person or persons paying the same therefrom or from being concerned to see the application or being answerable for loss or mis-application thereof.
- (7) Whenever any instalment of principal or interest or any other sum due and payable by the mortgagor under these presents shall be in arrears the same may be recoverable from the mortgagor provided always that this clause shall not affect other rights, powers and remedies of the mortgagee.
- (8) The mortgagor doth hereby covenant with the mortgagee as follows :
- (a) that the said lease granting the term of year for which the said land is held by the mortgagor is now a good, valid and effective lease that the same is in full force and has not been forfeited or surrendered and has not in anywise become void or voidable and

that all the rents reserved thereby and all the covenants, conditions and agreements contained therein on the part of the mortgagor or his predecessors in-title as lessees thereof have been duly paid, observed and performed upto the date hereof;

- (b) that the mortgagor shall at all time so long as money remains due on the security of these presents pay, observe and perform or cause to be paid, observed and performed all the rents covenants, conditions [and agreements and will keep the mortgage indemnified against all actions, proceedings, costs, charges, claims and demands if any to be incurred or sustained by the mortgagee by reason of the non-payment of the said rents or the non-observance or non-performance of the said covenants, conditions or agreements or any of them;
- (c) that the mortgagor has now good right and full power to transfer, convey and assure the mortgaged premises hereinbefore expressed to be hereby transferred, conveyed and assured as aforesaid free from all claims, liens and encumbrances and that the mortgagor and every other person having or claiming any estate or interest in the mortgaged premises or any part thereof shall at all times at the costs until the sale thereof of the mortgagor and afterwards of the person or persons requiring the same, execute and do all such assurance and acts for further and more effectually assuring the mortgaged permises or any part thereof to the mortgagee or to such other person as he may direct, as shall be reasonably required;
- (d) that the moneys secured by these presents shall be a first charge on the mortgaged premises and shall take precedence over all other moneys now due or which may hereinafter be borrowed by the mortgagor;
- (e) that the mortgagor shall not let out the mortgaged premises without the previous consent in writing of the mortgagee;
- (f) that the mortgagor shall maintain and keep in a good substantial state of repairs and conditions the mortgaged premises;
- (g) that the mortgagor shall keep the said mortgaged premises insured against loss or damage by fire, riots and civil

commotion to their full insurable value with some insurance office to be approved by the mortgagee and assign the policy in favour of the mortgagee and shall make all payments required for the purpose as and when the same become due and payable and shall on demand produce to the mortgagee the policy or policies of the insurance and the receipt or receipts for such payment and shall apply all moneys received by the mortgagor under any such insurance in making good any loss or damage to the mortgaged premises PROVIDED THAT if default shall be made by the mortgagor insuring or keeping the mortgaged premises insured as aforesaid then and so often as the same shall happen it shall be lawful (but not obligatory) for the mortgagee on giving 24 hours' notice to the mortgagor to insure and keep insured the mortgaged premises to their full insurable value and the mortgagor shall on demand repay to the mortgagee every sum of money expenses for that purpose by the mortgagee with interest at the rate and in the manner aforesaid from the time the same respectively shall have been so expended and that until such repayment the same shall be a first charge upon the mortgaged premises;

- (h) that the mortgagor shall duly and punctually pay performs and observe all rents, rates, taxes, assessments, outgoings, covenants and obligations which are to be paid, observed or performed by the mortgagor in respect of the mortgaged premises or otherwise howsoever;
- (i) that the mortgagor shall permit the mortgagee or any person or persons outhorised by him at any time and from time to time after reasonable notice to the mortgagor to inspect and examine any part of the mortgaged premises and render them such assistance as may be required for any of the purposes aforesaid and shall furnish to the mortgagee or to such person or persons as he shall from time to time appoint for the purpose all such information relating to the mortgaged premises or any part thereof as he or they shall reasonably require;
- (j) that in the event of the retirement or death before retirement the mortgagor, the University shall be entitled to recover the entire balance of the said loan remaining unpaid at the time of such retirement or death with interest thereon from the gratuity that may be sanctioned to the mortgagor under the service rules applicable to him;

IN WITNESS WHEREOF the mortgagor has set his hand hereto the day and year first above written.

THE SCHEDULE ABOVE REFERRED TO

ALL THAT piece of land of the _____ tenure, situate lying and being at in the registration sub-district of _____ district _____ containing by admeasurement _____ square feet/yards or thereabout and bearing survey No. _____ of _____ and bounded as follows that is to say :

On or towards the east by _____

On or towards the west by _____

On or towards the north by _____

On or towards the south by _____

Signed and delivered by the above named mortgagor in the presence of :

1. _____

2. _____

FORM D-5

(See Rule 15.1)

Form of Re-Conveyance in respect of a House Building Advances Mortgage.

THIS INDENTURE made the _____ day of _____ 19 _____
 BETWEEN THE VICE-CHANCELLOR, Gujarat Agricultural University (herein-
 after called "the University") of the one part and _____ of _____
 holding the post of _____ (hereinafter called "the mortgagor" of the
 other part is supplemental to an indenture of mortgage, dated the _____
 day of _____ 19 _____ and made BETWEEN the mortgagor of the
 one part and the University of the other part and registered at _____
 in book _____ volume _____ pages _____ to
 _____ as No. _____ for (hereinafter called "The Principal
 Indenture").

WHEREAS all money due and owing on the security of the principal
 indenture have been fully paid and satisfied and the University has accordingly
 at the request of the mortgagor agreed to execute such re-conveyance of the
 mortgaged premises in the within written indenture comprised as is herein-
 after contained.

NOW THIS RECONVEYANCE WITNESSETH that in pursuance of the
 said agreement and consideration of the premises the University doth hereby
 re-transfer, reconvey, re-assign and assure unto the mortgagor, his heirs, executors,
 administrators and assigns ALL THAT piece of land more particularly
 described in the schedule hereunder written together with the dwelling house and
 out-houses, garages, stables, edifices, buildings, out-buildings, structures, yards,
 wells, paths, trees and plants thereon AND ALL and singular other the premises
 in the PRINCIPAL INDENTURE comprised or expressed to be thereby assured
 or which now are by any means vested in the University subject to redemption
 under or by virtue of the PRINCIPAL INDENTURE with their rights, easements
 and appurtenances as in the PRINCIPAL INDENTURE expressed and all the
 estates, rights, title, interest, property claim and demand whatsoever of the
 University into, out of or upon the said premises by virtue of the principal
 indenture to have and to hold the premises hereinbefore expressed to be hereby
 granted, assigned and reconveyed unto and to the use of the mortgagor, his heirs,
 executors, administrators and assigns for ever free and discharged from all
 moneys intended to be secured by the principal indenture and from all actions

suits, accounts, claims and demands for, or in respect of, the said moneys or any part thereof, or for, or in respect of the principal indenture or of anything relating to the premises AND the University hereby covenants with the mortgagor, his heirs, executors, administrators and assigns that University has not done or knowingly suffered or been part of privy to anything whereby the said premises or any part thereof are, is or can be impached, incumbered or affected in title estate or otherwise howsoever.

IN WITNESS WHEREOF Shri _____ has set his hand and the seal on his office for and on behalf of the Vice-Chancellor.

THE SCHEDULE ABOVE REFERRED TO

ALL THAT piece of land of the _____ tenure situate, lying and being at _____ in the registration sub-district of _____ district _____ containing by admeasurement _____ square feet/yards or thereabout and bearing Survey No. _____ of _____ and bounded as follows that is to say :

On or towards the east by _____

On or towards the west by _____

On or towards the north by _____

On or towards the south by _____

Signed, sealed and delivered by Shri _____ for and on behalf of the Vice-Chancellor in the presence of--

1. _____

2. _____

FORM E

(See Rule 16.1)

Form of Surety Bond to be executed by the Co-operative Society where the land is taken on lease from the Society.

KNOW ALL MEN BY THESE PRESENTS that a Co-operative Society registered under the _____ Co-operative Societies Act, having its registered office at _____ in the _____ (hereinafter called "the surety") is held and firmly bound unto the VICE-CHANCELLOR, Gujarat Agricultural University (hereinafter called "the University" which expression shall unless the context otherwise admit include his successors and assigns) in the sum of Rs. _____ (rupees _____ only) to be paid to the University for which payment to be well and truly made the surety doth hereby bind itself and its successor or successors in business firmly by these presents.

(Its seal this _____ day of _____ one thousand nine hundred and _____).

WHEREAS _____ an inhabitant of _____ in the district of _____ at present holding the post of _____ in the _____ (hereinafter called "the borrower") applied for a loan of Rs. _____ (rupees _____ only) for (hereinafter called "the said loan") and the said loan has been sanctioned subject to the "Gujarat Agricultural University Employees House Building Advance Rules" (hereinafter referred to as "the said rules" which expression shall where the context so admits include any amendment thereof or addition thereto in force on the date hereof and shall be deemed to form part of these present as if the same were set-forth herein"), AND WHEREAS by a mortgage, dated the _____ day _____ of _____ 19 _____ the borrower has undertaken to repay the said loan and interest by the instalments, at the rate and in the manner set out in the said mortgage, AND WHEREAS in consideration of the University having agreed to grant the said loan to the borrower the surety has agreed to execute this bond with such condition as is hereunder written.

NOW THE CONDITION OF THIS OBLIGATION is such that if the said borrower shall duly and regularly pay or cause to be paid to the University the

amount of the said loan with interest thereon by the instalments at the rate and in the manner set out in the said mortgage until the said loan of Rs. _____ (rupees _____ only) and interest shall be duly paid, then this bond shall be void, otherwise the same shall be and remain in full force and valid. BUT SO NEVERTHELESS that if the borrower shall die or become insolvent or at any time retires from or cease to be in the service of the University or commit the breach of any condition or permission contained in the said mortgage, the whole or so much of the principal sum of Rs. _____ or such lesser sum as shall have then remained unpaid by the borrower shall immediately become due and payable to the University and shall, without prejudice to the other remedies of the University to recover from the surety together with full interest at the same rate in one instalment by virtue of this bond. AND IT IS HEREBY FURTHER AGREED AND DECLARED that the obligation undertaken by the surety hereunder shall not be discharged or in any way effected by an extension of time or any other indulgence granted by the Gujarat Agricultural University to the said borrower and that for the purpose of enforcement the liability undertaken by the surety hereunder shall be constructed as joint and several liability alongwith the liability of the borrower under the said mortgage.

Signed, sealed with the seal of the Society and delivered by the Chairman of the Society the above named surety in the presence of—

1. _____

2. _____

FORM F

(See Rule 16.1)

Form of Money-Bond to be executed by a University employee who is member of a Co-operative Society and the house is to be constructed through the Agency of such Society.

AN AGREEMENT made the _____ day of _____ one thousand nine hundred and _____ BETWEEN _____ of _____ holding the post of _____ (hereinafter called the 'borrower', which expression shall unless the context does not so admit include his heirs, executors and administrators of the one part and the Vice-Chancellor, Gujarat Agricultural University (hereinafter called "the University") of the other part.

WHEREAS under and by virtue of a lease/deed of transfer, dated the _____ day of _____ 19 _____ executed by Society Limited and Society registered under the Bombay Co-operative Societies Act, 1925 (hereinafter called "the Society") which expression shall, unless the context does not so admit include its successor or successors in business and assigns) the borrower is possessed of and otherwise well and sufficiently entitled to the piece of land situated at _____ in the registration district of _____ sub-district _____ containing by admeasurement _____ squire feet/yards and bearing survey No. _____ of and bounded as follows viz., on the North by _____ on the South by _____ on the East by _____ and on the West by _____ (hereinafter called "the said land") for the residue now unexpired of the term of _____ years to be computed from the _____ day of _____ 19 _____ subject to the payment of the monthly/yearly rent of Rs. _____ and subject also to the performance and observance of the covenants and conditions reserved and contained in the said lease/deed of transfer.

AND WHEREAS the borrower has applied under the Gujarat Agricultural University Employees House Building Advance Rules (hereinafter referred to as "the said rules" which expression shall where the context so admits include any amendment thereof or addition thereto in force on the date hereof and shall be deemed to form part of these presents as if the same were set-forth herein), for

a loan of Rs. _____ for the purpose of constructing dwelling house on the said loan (hereinafter called "the said loan").

AND WHEREAS the said loan having been duly sanctioned, the borrower has applied for payment of the sanctioned amount of the loan and offered to execute the agreement in the manner hereinafter contained.

NOW THIS AGREEMENT WITNESSETH that in consideration of the sum of rupees _____ paid by the University to the borrower as the amount of the said loan (the receipt of which the borrower hereby acknowledge) and in consideration of the premises the borrower hereby agrees as follows :

- (1) To repay to the University the said amount of the said loan and interest thereon at _____ per cent per annum calculated and in the manner provided in the said rules by monthly deductions from his salary and hereby authorises the University to make such deduction without the necessity of any further consent of the borrower;
- (2) Within one month from the date of these presents to invest the entire amount of the said loan in the purchase of shares/debenture of the said society for the purpose of being utilised by the said society in building a dwelling house on the said land and if the actual price of the shares/debenture required for the purpose is less than the said amount of the said loan to repay the difference to the University forthwith;
- (3) Not to transfer or in any way deal with the shares/debentures in any manner without the previous consent of the University and if so required by the University to hand the same to the University alongwith properly signed blank transfer forms as security for the said loan;
- (4) If the borrower fails to purchase the said shares/debentures within one month from the date of these presents or if the said society goes into liquidation or commits the breach of any of the agreement on its part in the surety bond executed by the society in favour of the University or if the borrower commits the breach of any of the obligations undertaken by the borrower hereunder or becomes insolvent or retires from or ceases to be in service of the University or dies, the entire amount of the said loan and all outstanding amount and interest thereon shall immediately become due and payable and the borrower shall forthwith repay the same to the University demand; and

- (5) All moneys due and payable under or by virtue of these presents shall be recoverable from the borrower, provided that nothing contained in this clause shall affect any other remedies of the University against borrower;
- (6) That in the event of the retirement or death before retirement of the borrower, the University shall be entitled to recover the entire balance of the said loan remaining unpaid at the time of such retirement or death with interest thereon from the gratuity that may be sanctioned to the borrower under the service rules applicable to him.

IN WITNESS WHEREOF the borrower has set his hand hereto the day and year first above written.

Signed and delivered by the said borrower, Shri _____
In the presence of—

1. _____

2. _____

FORM G

(See Rule 16.1)

Security Bond to be executed by the society when the advance is made to its members for the construction of a house through its Agency.

KNOW ALL MEN BY THESE PRESENTS that the Co-operative Society registered under the Bombay Co-operative Societies Act, 1925, and having its registered office at (hereinafter referred to as "the said society" which expression shall unless the context does not so admit, include as its successor or successors in business) is held and firmly bound UNTO THE VICE-CHANCELLOR, Gujarat Agricultural University (hereinafter called "the University" which expression shall, unless the context does not so admit, include his successors and assigns) the sum of Rs. _____ (rupees _____ only) to be paid to the University FOR WHICH PAYMENT to be well and duly made the society doth hereby bind itself by these presents.

IN WITNESS WHEREOF the society has caused its seal to be affixed hereto this _____ day of _____ 19 _____.

WHEREAS a member of the said society (hereinafter called "the borrower") applied for a loan of Rs. _____ (rupees _____ only) for the purpose of constructing a dwelling house for his own use on the piece of land more particularly described in the schedule hereunder written held by him under a lease/a deed of transfer _____ dated the _____ from the said society (hereinafter referred to as "the said land").

AND WHEREAS the said loan has been sanctioned subject to the provisions contained in the Gujarat Agricultural University House Building Advance Rules (hereinafter referred to as "the said rules" which expression shall where the context so admits, include any amendment thereof or addition thereto in force on the date hereof and shall be deemed to form part of these presents as if the same were set forth herein).

AND WHEREAS by an agreement, dated the _____ day of _____ 19 _____ executed by the borrower in favour of the University, the borrower has undertaken to repay the said loan and interest by the instalments, at the rate and in the manner set out in the said agreement.

AND WHEREAS in consideration of the University having agreed to grant the said loan to the borrower, the society has agreed to execute this bond with such conditions as is hereunder written,

AND WHEREAS by a mortgage, dated the _____ day of _____ 19 _____ executed by the borrower in favour of the society, the borrower has transferred all his interest in the said land to the society subject to the proviso for redemption therein contained to enable the society to execute this bond.

AND WHEREAS the society has agreed to accept the position of surety for the due payment by the said _____ of the said sum of Rs. _____ (rupees _____ only) together with interest as aforesaid, to the extent of its interest in the said land and the buildings, fittings and fixtures thereon or any part thereof.

AND WHEREAS the society has agreed that so long as the said loan and interest or any part thereof is outstanding, the society shall not sell, mortgage, assign, transfer or otherwise alienate the said land and the buildings, fittings and fixtures thereon or any part thereof.

NOW the condition of the above written obligation is that if the said shall repay the said sum of Rs. _____ (rupees _____ only) to the University together with interest thereon as aforesaid by the deduction of monthly instalments of the salary of the said _____ as in the said rules sanctioned or by any other means whatsoever THEN the above written obligation shall be void and of no effect, otherwise it shall remain in full force and valid BUT SO NEVERTHELESS that if the surety shall commit a breach of any of the agreement hereinabove recited or if the borrower shall die or become insolvent at any time retire from or ceases to be in service of the University or commit the breach of any condition or provision contained in the said agreement the said sum of Rs. _____ or such lesser sum as shall have the remained unpaid by the borrower shall immediately become due and payable to the University and shall without prejudice to the other remedies of the University be recoverable from the society together with interest at the same rate in one instalment by virtue of this bond AND IT IS HEREBY FURTHER AGREED AND DECLARED that the obligation undertaken by the society hereunder shall not be discharged or in any way affected by any extension of time or other indulgence granted by the University to the borrower and that for the purpose of its enforcement the liability undertaken by the society hereunder shall be

continued as a joint and several liability alongwith the liability of the borrower under the said agreement.

THE SCHEDULE ABOVE REFERRED TO

ALL THAT piece of land of the _____ tenure _____ of situate, lying and being at _____ in the registration sub-district of _____ district _____ containing by admeasurement square feet/yards _____ or thereabout and bearing survey number _____ of and bounded as follows that is to say :

On or towards the east by _____

On or towards the west by _____

On or towards the north by _____

On or towards the south by _____

Signed and sealed with the seal of the society in the presence of :

1. _____

2. _____

ANNEXTURE I

(Please See Rule 4,1 (iv))

Application for the grant of advances to the University employees for building etc. of houses :

1. (a) Name (in block letters)
- (b) Designation
- (c) Scale of Pay
- (d) Present pay (excluding allowances but including dearness pay, if any)
2. (a) Department or office in which employed
- (b) Administrative department
- (c) Station where posted
3. Please State

1	2	3	4	5
Whether you are a permanent University employee & the length of service rendered under the University	(a) Your permanent post if any, & the name of office and the deptt. concerned (b) Do you hold a permanent appointment	Date of birth & age next birthday	Date on which you attain the age of superannuation	If your wife/husband University employee, if so, give her/his name, designation etc.

4. Do you or does your _____ wife/husband/minor child already own a house? (see Rule 4.1(v)) if so, please state :

Station where it is situated with exact address	Floor Area in sq. ft.	Its approx. valuation	Reasons for desiring to own another house, or enlarging, living accommodation in an existing house, as the case may be
1	2	3	4

5. (a) Do you require the advance for building a new house?
If so, please indicate :

Approximate floor area of the house proposed to be constructed (in sq. ft.)	Estimated Cost			Amount advance required	No. of years in which the advance with interest is proposed to be repaid.
	Cost of land	Cost of building	Total		
1	2	3	4	5	6

Note : Entries in columns 2 to 4 will have to be supported by specifications, estimates and plans at the appropriate stage.

- (b) Whether you are already in possession of the land?
If so, please state :

Name of the city or town where it is located	Whether you wish to settle there after retirement	Area of plot (in sq. ft.)	Name of the municipal or other land authority (if any) in whose jurisdiction it is located
1	2	3	4

(c) If no plot of land is already in your possession, how and when do you propose to acquire one? State the approximate plot area in (sq. feet).

6. Do you require the advance for enlarging living accommodation in an existing house? If so, please state.

No. of rooms in the house (excluding lavatory bath rooms and kitchen)	Total floor area of the rooms in sq ft.	If an additional storey is proposed to be added is the foundation strong enough	particulars of additions desired			Amount of advance desired	No. of years in which the advance with interest is proposed to be repaid
			No. of rooms	Floor (in sq.ft.)	Area estimated cost		
1	2	3	4	5	6	7	8

Note : (i) A plan of the house should accompany the application.

(ii) The house should be insured against damage by fire, flood, lighting, riots and civil commotion and the latest premium receipt should also be attached.

7. Do you require the advance for purchasing a ready-made house?

(a) (i) If so, and in case you already have a house in view please state :

Exact location of the house	Floor area of the house (in sq. ft.)	Plinth area of the house (in sq. ft.)	Approximate age of the house	Municipal valuation of the house	Named address of the owner	Approximate price expected to be paid	Amt. of advance required	No. of years in which the advance with interest is proposed to be repaid
1	2	3	4	5	6	7	8	9

(ii) Have you satisfied yourself that the transaction would result in your acquiring an undisputable title to the house?

Note: A plan of the house should accompany the application.

(b) If you do not already have a house in view, how, when and where do you propose to acquire one ... indicate.

The approximate amount upto which you will be prepared to buy a house	The approximate amount of advance required	No. of years in which the advance with interest is proposed to be repaid
1	2	3

Note : Details specified against item 7(a) above should be furnished in this case also as soon as possible and in any case before the full amount of the advance can be drawn.

8. Is the land on which the house stands, or is proposed to be constructed, free-hold or lease-hold? If lease-hold, state :

The term of the lease	How much of the term has already expired	Whether conditions of the lease permit the land being mortgaged to Uni.	Premium paid for the plot	Annual rental of the plot
1	2	3	4	5

Note : A copy of the lease/sale deed should accompany the application.

9. (a) Is your title to land/house undisputed and free from encumbrances?
- (b) Can you produce, if required, original documents (sale of lease deed) in support of your title? If not, state reasons therefore indicating what other documentary proof, if any, can you furnish in support of your claim?

(See items 5 (b) and 6 above)

(c) Does the locality in which the plot of land/house is situated, possess essential services like roads, water supply, drainage, sewerage, street lighting etc. ? (Please furnish a site plan with complete address).

10. (a) Are you a member of Co-operative Housing Society, if so, state—

(i) Name of the society.

(ii) Place and district of registration.

(iii) No. and date of registration.

(iv) No. of members.

(v) Whether the society has already purchased or taken on long lease the land and if so the details of the land.

(b) (i) Do you intend to construct the house referred to at 5 above on the land based by the co-operative society prescribed in rule.

(ii) In the event of the loan supplied for being sanctioned, will the society execute a surety bond in Form E as prescribed in rule.

(c) (i) Do you want the loan for investing in the share or debentures of the society and get the house constructed by the society.

(ii) Do you or does the society intend to secure or has secured loans from other sources by hypothecating the house in question.

(iii) In the event of the loan applied for being sanctioned, will the society execute a security bond in Form G.

11. In case you happen to be due to retire from service within 16 years of the date of this application and are eligible for the grant of a gratuity or death-cum-retirement gratuity, do you agree by giving a declaration in the agreement form that the University shall be entitled to recover the balance of the said advance with interest remaining unpaid at the time of your

retirement or death preceding retirement from the whole or any specified part of the gratuity that may be sanctioned to you.

12. Is rule 13.1 applicable to your case? If so, state:

- (i) The name, designation, scale of pay, office/department etc. of the permanent University employee, who is willing to stand surety for you;
- (ii) the date on which the proposed surety is due to attain the age of superannuation.

DECLARATION

1. I solemnly declare that the information furnished by me in reply to the various items indicated above is true to the best of my knowledge and belief.
2. I have read the Rules regulating the grant of advance to the University employees for building etc. of houses and agree to abide by terms and conditions stipulated therein.
3. I certify that—
 - (i) My wife/husband is not a University employee—my wife/husband who is a University employee has not applied for and/or obtained an advance under these rules.
 - (ii) Neither I nor my wife/husband has applied for and/or obtained an advance or loan from any other University source for the acquisition of a house.

Station _____

Signature of the Applicant

Date _____

Designation

Department/Office in which employed

(To be completed by the applicant's Head of Office)

No. _____ of 19 _____

Station _____

Date _____

Forwarded with compliments to the _____
(sanctioning authority). The facts stated in this application have been verified and found correct.

It is recommended that an advance of Rs. _____ may be granted to the applicant. I have satisfied myself, on the basis of monthly deductions etc. made from the applicant's salary that this amount is well within his repaying capacity.

¹Signature

Name of Head of Office

Designation.

Name of Head of Office

SCHEDULE VI

GUJARAT AGRICULTURAL UNIVERSITY

**EMPLOYEES RULES FOR THE GRANT OF ADVANCES
FOR PURCHASE OF CONVEYANCES AND APPLIANCES**

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GUJARAT AGRICULTURAL UNIVERSITY

EMPLOYEES RULES FOR GRANT OF ADVANCES

FOR PURCHASE OF CONVEYANCES AND APPLIANCES

- 1.1.** These rules may be called "The Gujarat Agricultural University Employees Rules for the grant of advances for purchase of conveyances and appliances" and they shall come into force with effect from such date as may be specified by the Board.* **Title and commencement**
- 2.1.** Unless otherwise specifically provided, these rules shall apply to all University employees whose conditions of service the University is competent to prescribe. **Applicability**
- 2.2.** These rules shall also apply to:—
- (a)** all employees of the Government of Gujarat who are taken over and employed by the University alongwith the activities on or after 1-6-1972 and who have opted for permanent absorption in the service of the University under clause (b) of sub-section (2) of Section 52 of the Gujarat Agricultural University Act, 1969;
- (b)** all employees of the Institute of Agriculture, Anand who are taken over and employed by the University alongwith the activities with effect from 1-6-1972;
- (c)** all employees of the Agricultural School, Aliabada who are taken over and employed by the University alongwith the activities with effect from 1-2-1973.
- 3.1.** In these rules, unless the context otherwise requires:— **Definitions**
- (1)** "ACT" means Gujarat Agricultural University Act, 1969;

* The rules have come in force with effect from 1-6-1974 as specified by the Board of Management on 4-5-1974.

- (2) "BOARD" means the Board of Management as defined in Section 2(3) of the Gujarat Agricultural University Act, 1969.
- (3) "UNIVERSITY EMPLOYEE" includes :—
- (i) an 'Officer' of the University as defined in Section 2(8) of the Gujarat Agricultural University Act, 1969 excluding the Chancellor, Vice-Chancellor and Director of Campuses;
 - (ii) a 'Teacher' in a University as defined in Section 2(17) of the Gujarat Agricultural University Act, 1969 and
 - (iii) any other employee of the University other than an officer or a teacher;
- (4) "FORM" means a form appended to these rules.
- (5) "PAY" means the amount drawn monthly by a University employee as—
- (i) pay sanctioned for a post held by him in substantive or officiating capacity being a stage in the time scale of pay,
 - (ii) special pay and personal pay, and any other pay or emoluments that may be classified as pay by the Board.
- (6) The words and expressions used in these rules but not defined here shall have the meaning assigned to them in the Act.

General
Conditions

- 4.1. Advance shall be admissible subject to following :—
- (i) No advance shall be sanctioned unless provision of funds is made in the Budget and unless specific allotment is made by the Comptroller to the sanctioning authority.
 - (ii) An advance for the purchase of motor-car or motor-cycle or scooter shall be drawn within a period of

two months and an advance for the purchase of other conveyances and appliances shall be drawn within one month, from the date of issue of the sanction order, whereafter the sanction shall lapse.

- (iii) A conveyance/appliance shall be purchased within a period of one month after drawal of the advance. Receipt evidencing purchase shall be produced for verification.

Note : The period of one month for this purpose shall be a calendar month from the date of sanction or drawal as the case may be.

- (iv) All sanctions shall lapse on 31st March each year if the advances in respect of such sanctions are not drawn before the date.
- (v) Not advance shall be granted to a University employee who is about to proceed on deputation out of India.
- (vi) No advance shall be granted to a University employee under suspension and in a case in which an advance has been sanctioned before the University employee was placed under suspension, he shall not be permitted to draw such advance during the period of his suspension.
- (vii) A University employee, who is on leave or about to proceed on leave; may draw the advance, during the currency of the leave, if he receives an intimation regarding the availability of the conveyances, while on leave. In such cases the recovery of the advance shall begin from the first issue of pay or leave salary immediately after the advance is drawn.
- (viii) Except for special reasons to be recorded in writing a fresh advance shall not be sanctioned within a period of three years from the date the previous advance was drawn, including the advance drawn from the State Govt. by the employees who have been absorbed in the University.

Before the drawal of a fresh advance, the balance of the outstanding advance together with interest thereon shall be fully repaid.

- (ix) The advance to be granted to the University employee who is to retire shortly shall be so granted that recovery of advance with interest can be made before the date of retirement.
- (x) A University employee may be granted an advance for purchase of a Motor-car/Motor-cycle/Scooter :-
 - (a) If the competent officer is satisfied that the maintenance by him of a conveyance (Motor-car/Motor-cycle/Scooter) is necessary having regard to,
 - (b) the extent of his jurisdiction;
 - (c) the extent and nature of touring required to be done by him in the interest of University service;
 - (d) the availability or otherwise of public transport; and
 - (e) the ability to drive the conveyance and further competent officer certifies that in his opinion it will be useful to the University service and also performance of his duties.
- (xi) A University employee may be granted an advance for purchase of bicycle, provided that it is certified by the competent authority to the effect that, in his opinion, the possession of a bicycle will add to the efficiency of the University employee.
- (xii) If the actual price of the conveyance/appliance mentioned under the rules paid by the University employee is less than the amount of advance, he shall refund the balance forthwith to University.
- (xiii) In case, the University employee who has been granted the advance, retires, from the University service before the advance together with interest thereon is fully

recovered, the said outstanding amount shall be recoverable in one instalment from the gratuity payable to him.

(xiv) No advance shall be granted to a University employee who has already purchased the conveyance, appliance and paid for it, unless it has been purchased within a period of three months commencing from the date on which an advance was applied for.

(xv) A second advance shall not ordinarily be granted to a University employee for purchase of fan within 10 years of the grant of the previous advance.

5.1. The amount of advance granted to a University employee under these rules, shall be repaid in full in such number of equal monthly instalments as he may elect; but such number shall not exceed;

Recovery of
advance.

(a) 80 Instalments in case of purchase of a motor-car.

*(b) 80 instalments in case of purchase of a motor-cycle/scooter.

(c) 25 instalments in case of purchase of any other type of conveyance/appliance.

(d) 20 instalments in case of purchase of fan.

5.2. It shall be recovered by deduction from the pay bills of the University employee concerned.

5.3. A University employee shall have an option to repay more than one instalment in a month.

5.4. If an advance is granted to a University employee who is due to retire or whose services are likely to be terminated within the maximum period prescribed for its repayment, the number of instalments shall be so regulated that the repayment of advance together with interest if any, is completed before his retirement, or termination of his services, as the case may be.

* Revised by the Board of Management on 26-12-77.

5.5. The amount of each instalment on account of repayment of the advances, except the last one, shall be in a number of whole rupees; the amount of last instalment being raised or reduced, if necessary in order that the instalment is so fixed as to recover the balance including any fraction of rupee.

5.6. The recovery of the amount of advance shall commence with the first issue of pay, leave salary or subsistence allowance as the case may be, after the advance is drawn.

Interest.

6.1. Advances taken by University employee under the provisions of these rules shall be repayable with interest at such rate and in such manner as may be prescribed by the Vice-Chancellor which shall not be less than the rate of interest charged by the State Government on similar advances paid to their employees. Such interest shall be calculated on the balances outstanding on the last day of each month.

6.2. The amount of interest shall be recovered in the minimum number of monthly instalments but the amount of each such instalment shall not be greater than the amount of monthly instalment fixed under these rules.

6.3. The recovery of interest shall commence from the month following that in which the entire advance is repaid.

Surety Bond.

7.1. Before the advance is sanctioned to a temporary University employee, surety bond from permanent University employee having a Status comparable to or higher than that of the University employee who applies for the advance; shall be obtained in Form 2 annexed to these rules.

7.2. In case when a surety bond has been furnished by a University employee under sub-rule 7.1 above, it shall be cancelled when he is confirmed on a permanent post.

8.1. A University employee shall on the date on which he draws the advance for Motor-car, Motor-cycle, and Scooter execute an agreement in Form 3.

Agreement

8.2. The competent authority shall see that the agreement referred to in sub-Rule (1) is executed by the University employee and shall furnish a certificate to the Comptroller to the effect that the agreement in Form 3 has been signed by the University employee on the date of the drawal of advance and that it has been examined and found to be in order.

9.1. On receipt of the certificate referred to in rule 8.2 above, the Comptroller shall obtain from the University employee a letter in Form 5 addressed to the Insurance Corporation, with which the conveyance (Motor-car/Motor-cycle/Scooter) is insured, notifying to it the fact that Vice-Chancellor is interested in the Insurance policy secured and forwarded it to insurer.

Insurance

9.2. In cases where the insurance is effected on an annual basis, the procedure mentioned in rule 8.1 and 8.2 shall be repeated every year, until the amount of the advance together with interest thereon, is fully repaid to the University.

9.3. A University employee shall insure comprehensively a Motor-car or Motor cycle or a Scooter purchased with the advance obtained from the University, against loss by fire, theft or accident in accordance with these rules or such instructions as may be used by the University.

9.4. The insurance shall be taken with effect from the date on which the conveyance is purchased and it shall be kept insured for so long as the advance, together with interest thereon, is not fully repaid.

- 9.5. The conveyance (Motor-car/Motor-cycle/Scooter) shall be insured with the Insurance Corporation.
- 9.6. The University employee shall be liable to refund the outstanding balance of the advance together with interest thereon, if he fails to insure the conveyance (motor-car/motor-cycle/scooter).

Note: The competent officer shall invariably incorporate a clause in the order sanctioning the advance that the conveyance (Motor-car/Motor-cycle/Scooter) shall be insured with the Insurance Corporation only.

Pledge.

- 10.1. When the University employee has completed the purchase of Motor-car/Motor-cycle/Scooter, he shall execute a pledge in Form 4 hypothecating the conveyance/appliance to the Vice-Chancellor as security for the advance.
- 10.2. The drawing officer shall submit the mortgage bond promptly to the Comptroller for examination before final record.
- 10.3. The mortgage bond shall be kept in the custody of the concerned drawing and disbursing officer.
- 10.4. After the employee has fully repaid the advance together with interest thereon, the competent officer shall return the mortgage bond, duly cancelled to him after obtaining a certificate from the Comptroller to the effect that the advance with interest thereon has been fully repaid to the University.
- 10.5. The Fan/Bicycle purchased with the advance granted by the University shall be considered to be the property of the University until the advance is completely repaid with interest.

Admissibility of Advance, Authority sanctioning the advance etc.

- 11.1. The advances under these rules shall be admissible to the following employees to the extent shown below and the same shall be sanctioned by the authority mentioned against each advance.

Nature of advance	Who is entitled	Extent upto which admissible	Sanctioning authority
(1) Motor-car.	(i) Officers (ii) Teachers getting pay over Rs. 1100 p.m. (iii) Other employees getting pay over Rs. 1100/- p.m.	Rs. 20,000/- or 20 months' pay or the anticipated price of motor car whichever is less.	Appointing Authority.
* (2) Motor-cycle/ Scooter	(i) Teachers getting pay below Rs 650/- p.m. (ii) Other employees getting pay above Rs. 650/-p.m. Provided that the vehicle is necessary for performance of duties.	Rs. 4000/- or 15 month's pay or the anticipated price of the Motor-cycle Scooter whichever is less.	Appointing Authority.
(3) Bicycle	Other employees Grade III and Grade IV	Rs. 370/- or two month pay of the employee whichever is greater but shall be restricted to the anticipated price.	Head of the Office
(4) Ceiling-Fan	-do-	Rs. 200/- or the anticipated price of the ceiling fan whichever is less.	Head of the Office
(5) Table Fan	-do-	Rs. 175/- or the anticipated price of the table fan whichever is less.	Head of the Office

Note : In the above rule the anticipated price may include sales tax and other charges legitimately charges by the supplier to its customer; the anticipated price should be in respect of conveyance only and should not include the cost of accessories of accessories or extra items.

* Revised by the Board of Management on 26-12-77.

Responsibility
for Recovery,

12.1. Every drawing officer shall be responsible to obtain and keep on record the agreement bonds, surety bonds and mortgage deed, until full recovery of principal and interest is made and he shall keep a record of the progress of recoveries and shall make recoveries regularly.

Application
for advance.

13.1. Application for grant of advance for conveyance and appliances shall be made in form 1 to the sanctioning authority.

14.1. Where the operation of any of the provisions in these rules cause or are likely to cause undue hardship to an applicant or when a doubt arises regarding Interpretation of the provisions in these rules, the Comptroller may with the prior approval of the Vice-Chancellor, issue necessary orders in such cases.

FORM - 1

(See Rule 13.1)

Application Form for Advance for the Purchase of Conveyances and Appliances viz.

- 1. Name of the Applicant.**
- 2. Applicant's Designation.**
- 3. District and Station.**
- 4. Nature and sphere of duties.**
- 5. Pay (Basic)**
 - (i) Substantive —**
 - (ii) Officiating Pay —**
 - (iii) Special/Personal Pay —**
- 6. Name and anticipated price of conveyance & appliances —**
- 7. Amount of advance required—**
- 8. Date of superannuation or retirement or date of expiry of contract in case of contract officers.**
- 9. Number of instalments in which the advance is desired to be repaid.**
- 10. Whether advance for similar purpose was obtained previously and if so —**
 - (i) Date of drawal of the advance.**

- (ii) The amount of advance and interest thereon still outstanding if any.

11. Whether the intention is to purchase —

- (i) A new or an old Conveyance/ Appliance.

- (ii) If the intention is to purchase a Conveyance or an Appliance through a person other than a regular or reputed dealer or agent, whether previous sanction of the competent authority has been obtained.

12. Whether the officer is on leave or is about to proceed on leave —

- (a) The date of commencement of leave —

- (b) The date of expiry of leave —

13. Are any negotiations or delivery enquiries being made so that delivery may be taken of the Conveyances/Appliances viz. within two/ one month from the date of drawal of the advance.

14. (a) Certified that the information given above is complete and true.

- (b) Certified that I have not taken delivery of the conveyance/ appliance viz. on account of which I have now applied for the advance and that I shall

complete negotiations for the purchase or pay finally and take possession of the conveyance/appliance viz. before the expiry of two/one month from the date of drawal of the advance, and that I shall insure it from the date of taking delivery of it.

Date :

Applicant's Signature

Recommendations of the drawing & disbursing officer.

Recommendations of the controlling officer.

FORM 2

(See Rule 7.1)

FORM OF SURETY

NOW ALL MEN BY THESE PRESENTS THAT I _____
son of _____ IN THE DISTRICT OF _____
employed as a permanent _____ in the _____
(hereinafter called the surety) am held and firmly bound unto the office of the
Vice-Chancellor, Gujarat Agricultural University, Ahmedabad hereinafter called
"University" (which expression shall unless the context otherwise admit include
his successors and assigns) in the sum of Rs. _____ (Rupees _____
_____ only) to be paid to the University. For which pay-
ment to be well and truly made I hereby bound myself, my heirs, executors,
administrators and representatives firmly by these presents. In witness whereof I
set my hand this _____ day of _____ one thousand
nine hundred and _____ WHEREAS _____ SON OF _____
_____ a resident of _____ in the District of _____

At present Employed as a temporary _____ in the _____
_____ (hereinafter called the Borrower) has at his own request, been
granted by the University, advance of Rs. _____ (Rupees _____
_____ only) for the purchase of _____

AND WHEREAS THE Borrowers has undertaken to repay the said amount
in _____ equal monthly instalments.

AND WHEREAS in consideration of the University having agreed to grant
the aforesaid advance to the Borrower the surety has agreed to execute the above
bond with such condition as is hereunder written.

NOW THE CONDITION OF THIS OBLIGATION is such that, if the said Borrower shall while employed in the said _____ duly and regularly pay or cause to be paid to the University the amount of the aforesaid advance owing to the University by instalments UNTIL THE said sum of Rs. _____ only shall be duly paid, then this bond shall be void, otherwise the same shall be and remain in full force and virtue. BUT SO NEVERTHELESS that if the Borrower shall die or become insolvent or at any time cease to be in the service of the University the whole or so much of the said principal sum of Rs. _____ (Rupees _____) only, as shall then remain unpaid shall immediately become due and payable to the University and recoverable from the surety in one instalment by virtue of this bond.

THE obligation undertaken by the surety shall be discharged or in any way affected by an extension of time or any other indulgence granted by the University to the said Borrower.

The Vice-Chancellor shall bear the stamp duty in respect of these presents.

Signature and delivered by

Signature of surety

said _____

at _____ This _____

Designation _____

Day _____ 19 _____

Office to which attached _____

Signature

Address and Occupation

In the Presence OF

of the Witness.

1. _____

2. _____

FORM-4

(See Rule 8.1)

Form of Agreement to be executed at the time of drawing an Advance for the Purchase of a Motor-car/Motor-cycle/Scooter.

AN AGREEMENT made on _____ day of _____ one thousand nine hundred and _____ BETWEEN (hereinafter call "the Borrower" which expression shall include his heirs, administrators, executors and legal representatives) of the one part and THE VICE CHANCELLOR. Gujarat Agricultural University (hereinafter called "VICE CHANCELLOR", which expression shall include his successors and assignees) of the other part. WHEREAS the Borrower has under the provisions of the Rules, for grant of advances for purchase of conveyances/appliances, (hereinafter referred to as "the said rules" which expression shall include any amendment thereof or additions thereto for the time being in force) applied to the Vice-Chancellor for a long of Rs. _____ (In words Rs. _____) for the purchase of a Motor Car/Motor Cycle/Scooter and whereas the Vice-Chancellor 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. _____ paid by the Vice-Chancellor to the Borrower (the receipt of which the Borrower hereby acknowledges) the Borrower hereby agrees with the Vice-Chancellor (1) to pay the Vice-Chancellor the said amount with interest calculated according to the said Rules by monthly deductions from his salary as provided in the said Rules and hereby authorises the Vice-Chancellor to make such deductions and (2) within two/one month/s from the date of these presents to expend the full amount of the said loan in purchase of Motor Car/Motor Cycle/Scooter or if the actual price paid is less than the loan to repay the difference to the Vice-Chancellor forthwith and (3) to execute a document hypothecating the said motor-car/motor cycle/Scooter to the Vice-Chancellor as security for the amount lent to the Borrower as aforesaid and interest in the form provided by the said Rules and IT IS HEREBY LASTLY AGREED AND DECLARED THAT IF THE MOTOR CAR/MOTOR CYCLE/SCOOTER has not been

purchased and hypothecated as aforesaid within one month from the date of these presents or if the Borrower within that period becomes insolvent or quits the service of the University or dies, the whole amount of the loan and interest accrued thereon shall immediately become due and payable.

In case the Borrower retires from University service before the advance together with interest thereon is fully recovered the said outstanding amount shall be recoverable in one instalment from the gratuity payable to him, by virtue of this agreement.

IN WITNESS whereof the BORROWER and _____ for and on behalf of the Vice-Chancellor have hereunto set their hands the day and year first before written.

* Signed by the said in the presence of

(1) _____

(2) _____

(Signature of Witnesses)

Signed by (name and designation)

(Signature and designation
of the Borrower)

For and on behalf of the Vice-Chancellor in the presence of

(1) _____

(2) _____

(Signature of witnesses)

(Signature and designation
of the Officer)

• Name and _____ n of the Borrower.

FORM-4

(See Rule 10.1)

Form of pledge for Motor Car/Motor Cycle/Scooter Advance.

THIS INDENTURE made this _____ day of _____
one thousand nine hundred and _____ BETWEEN _____
(hereinafter called "the Borrower" which expression shall include his heirs,
administrators, executors and legal representatives) of the one part and THE
VICE CHANCELLOR, Gujarat Agricultural University (hereinafter called Vice-
Chancellor which expression shall include his successors and assignees) of the
other part, WHEREAS the Borrower has applied for and has been granted an
advance of Rupees _____ to purchase a _____ on the
terms of Gujarat Agricultural University Employees Rules for the grant of advances
for purchase of conveyances/appliances (hereinafter referred to as 'the said rules'
which expression shall include any amendments thereof or additions thereto for
the time being in force) AND WHEREAS one of the conditions upon which the
said advance has been/was granted to the Borrower is/was that the Borrower
will/would hypothecate the said Motor Car/Motor Cycle/Scooter to the Vice-
Chancellor as security for the amount lent to the Borrower. And whereas the
Borrower has purchased with or partly with the amount of advance as aforesaid
Motor Car/Motor Cycle/Scooter, particulars whereof one 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 cove-
nant to pay to the Vice-Chancellor the sum of Rs. _____ aforesaid
or the balance thereof remaining unpaid at the date of these presents by equal
payments of Rs. _____ each on the first day of every month and will
pay interest on the sum for the time being remaining due and owing at (i) _____
_____ per cent per annum and the Borrower doth agree that such payments
may be recovered by monthly deductions from his salary in the manner pro-
vided by the said Rules, and if such payments are not paid or recovered on

their due date, the Borrower doth further agree that the Borrower will pay interest at (ii) _____ per cent per annum on all the outstanding payment and interest payable thereon from the date of such default until payment, and in further pursuance of the said agreement the Borrower doth hereby assign and transfer unto the Vice-Chancellor the Motor Car/Motor Cycle/Scooter or the particulars whereof are set out in the Schedule hereinto written by way of security for the said advance and the interest thereon as required by the said Rules.

Note ; (i) and (ii) above. The rate of interest at (ii) above should be double the rate of interest mentioned at (i) above subject to minimum rate of 8 per cent and maximum rate of 10 per cent.

And the Borrower doth hereby agree and declare that he has paid in full the purchase price of the said Motor-car/Motor-cycle/Scooter and that the same is his absolute property and that he has not pledged and so long as any money remains payable to the Vice-Chancellor in respect of the said advance will not sell, pledge or part with the property in or possession of the Motor-car/Motor-cycle/Scooter;

PROVIDED ALWAYS AND it is hereby agreed and declared that in any of the said instalments of principal or interest shall not be paid or recoverd in 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 service of the Vice-Chancellor or if the Borrower shall sell or pledge or part within the property in or possession of the said Motor-car/Motor-cycle/Scooter or beoome insolvent or make any composition or arrangement with his creditors or if any person shall take proceedings in execution of any decree or judgement again^st 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 **HEREBY AGREED AND** declared that the VICE-CHANCELLOR may on the happening of any of the events hereinbefore mentioned seize and take possession of the said Motor-car/Motor-cycle/Scooter and either remain in possession thereof without removing the same or else may remove and sell and the said Motor-car/Motor-cycle/Scooter either by publication 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 payment, property incurred or made in maintaining, defending or realising his rights hereunder and shall pay over the surplus to the

if any Borrower, his executors, administrators or personal representatives, PROVIDED FURTHER that the aforesaid power of taking possession or selling of the said Motor-car/Motor-cycle/Scooter shall not prejudice the right of the Vice-Chancellor to due the Borrower or his personal representatives for the said balance remaining due and interest or in the same case of the Motor-car/Motor-cycle/Scooter being sold the amount by which the net sell 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 Vice-Chancellor, he, the Borrower, will insure and keep insured the said Motor-car/Motor-cycle/Scooter against loss or damage by fire, theft, or accident with the Insurance Company to be approved by the Vice-Chancellor that the Motor Insurance Company/ Insurance Company with whom the said Motor-car/Motor-cycle/Scooter is insured have received notice that the Vice-Chancellor is interested in the policy AND the Borrower hereby further agrees that he will not permit or suffer the said Motor-car/Motor-cycle/Scooter 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-car/Motor-cycle/Scooter the Borrower will forthwith have the same required and made good.

THE SCHEDULE

Description of Motor-car/Motar-cycle/Scooter.

Maker's name

Description

Number of Cylinders

Engine No.

Chassis No.

Cost Price

IN WITNESS whereof the said _____ (Borrower's name)

and _____ for and on behalf of the Vice-Chancellor
have hereunto set the respective hands the day and year first above written.

Signed by the said in the presence of—

(1) _____

(2) _____

(Signature of witnesses)

(Signature and designation
of the Borrower)

■ Name and designation of the Borrower.

Signed by (Name and Designation)

for and on behalf of the Vice-Chancellor in the presence of —

(1) _____

(2) _____

(Signature of witnesses)

**(Signature and Designation
of the Officer)**

FORM 5

(See Rule 9.1)

Form of letter intimating to the Insurance Company about the interest of the Vice-Chancellor, Gujarat Agricultural University in the Insurance policy on Motor-car or Motor-cycle/Scooter.

From _____

To _____

(Through the Comptroller, Ahmedabad)

Dear Sir,

I am to inform you that the Vice-Chancellor, Gujarat Agricultural University is interested in the Motor-car/Motor-cycle/Scooter Insurance Policy No. _____ secured in your Company and to request that you will kindly insert a clause to the following effect in the policy.

It is hereby declared and agreed that Shri _____ (the owner of the Motor-car/Motor cycle/Scooter hereinafter referred to as the insured in the schedule to this policy) has hypothecated the Car/Motor-cycle/Scooter to the Vice-Chancellor as security for an advance for the purchase of Motor-car/Motor-cycle/Scooter and it is further declared and agreed that the Vice-Chancellor is interested in any moneys which but for this endorsement be payable to the said Shri _____ (the insured under this policy) in respect of the loss of damage to the said Motor-car/Motor-cycle, Scooter (which loss or damage is not good by repairs, reinstatement or replacement) and such moneys shall be paid to the Vice-Chancellor of Gujarat Agricultural University as long as he is the Mortgagee of the Motor-car/Motor-cycle/Scooter and a receipt passed by a duly authorised officer of the Gujarat Agricultural University shall be a discharge to the Company in respect of such moneys.

Save as by this endorsement expressly agreed, nothing here shall modify or affect the rights or liabilities of the insured or the company respectively under or in connection with this policy or term, provision or condition thereof.

Yours faithfully,

Place _____

Date _____

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.

Place _____

Date _____

COMPTROLLER

SCHEDULE VII

GUJARAT AGRICULTURAL UNIVERSITY EMPLOYEES MEDICAL BENEFITS AND SPECIAL AILMENT CONCESSION RULES"

- 1.1. These rules may be called "Gujarat Agricultural University Employees Medical Benefits and Special ailment concession Rules."
- 1.2. They shall come into force with effect from such date as may be specified by the Board.*
- 2.1. These rules shall apply to all University employees whose conditions of service the University is competent to prescribe whether, they are permanent or temporary except employed on daily wages.
- 2.2. These rules shall also apply to :-
- (a) All employees of the Government of Gujarat who are taken over and employed by the University along with the activities on or after 1-6-1972 and who have opted for permanent absorption in the service of the University under clause (b) of sub-section (2) of Section 52 of the Gujarat Agricultural University Act, 1969.
- (b) All employees of the Institute of Agriculture, Anand who are taken over and employed by the University along with the activities with effect from 1-6-1972.
- (c) All the employees of the Agricultural School, Aliabada, who are taken over and employed by the University along with the activities with effect from 1-12-1973.

Short title and commencement.

Applicability.

* The rules have come in force with effect from 1-6-'74 as specified by the Board of Management on 4-5-74.

2.3. These rules shall also apply to the employees who are on leave or under suspension.

Definition

3.1. In these rules unless the context otherwise requires :

(1) "Act" means the Gujarat Agricultural University Act, 1969.

(2) "AUTHORISED MEDICAL ATTENDANT" means—

(i) the Medical Officer in charge of Health Centre of the University.

(ii) Civil Surgeon or the Medical Officer in charge of Hospital/Dispensary run by Government/Municipality or Panchayat for places where the University does not have Health Centre.

(iii) a private Medical Practitioner as may be authorised by the University for the places where the University does not have a Health Centre and where there are no hospital/dispensary run by Government/Municipality or Panchayat.

(iv) Medical Officer/Superintendent in charge of a Government Ayurvedic Hospital/Dispensary.

(3) "BOARD" means the Board of Management as defined in Section 2(3) of Gujarat Agricultural University Act, 1969.

(4) "EMPLOYEES" means and includes :-

(i) an officer of the University as defined in Section 2(8) of the Gujarat Agricultural University Act, 1969 excluding the Chancellor.

(ii) A Teacher in the University as defined in Section 2(17) of the Gujarat Agricultural University Act, 1969 and

(iii) any other employees of the University other than Officer or a teacher;

- (5) "FAMILY" means employee's wife or husband, legitimate and step children, parents, unmarried sisters and brothers and brothers if residing with him/her and wholly dependent on him/her.
- (6) "MEDICAL ATTENDANCE" means attendance by authorised medical attendant at the health centre/hospital/dispensary/consulting room of which he is in charge or to which he is attached or at the residence of the patient, if the patient is not in a condition to attend the said health centre/hospital/dispensary/consulting room and includes (i) such pathological, bacteriological, radiological or other methods of examination for the purpose of diagnosis as are available in the health centre/hospital/dispensary and is considered necessary by authorised medical attendant, and (ii) such consultation with specialist i. e. full time or honorary medical officer attached to hospital/dispensary or in the absence of such any other specialist, as the authorised medical attendant certifies to be necessary to such extent and in such manner as the specialist or the medical officer may, in consultation with the authorised medical attendant, determine.
- (7) "HEALTH CENTRE" means a Hospital/Dispensary/Health Centre or such centre established by the University as such for treatment of employees.
- (8) "NURSE" means qualified nurse, holding a certificate or diploma recognised by the Government or a recognised nurse in a State in which there is Statutory provision for the registration of nurse.
- (9) "PATIENT" means a University employee or any member of his family who has fallen ill.
- (10) "TREATMENT" means use of all medical and surgical facilities available at the dispensary/hospital/health

centre of the authorised medical attendant in which the patient is treated free as out-patient or in-patient and includes :

(i) Employment of such pathological, bacteriological, radiological or other methods as are considered necessary by the authorized medical attendant;

(ii) Supply of such medicines, special or ordinary vaccines, sera or other therapeutic substances as are ordinarily available in the dispensary/hospital/health centre consulting room concerned

(iii) Supply of such special or ordinary medicines, vaccines, sera or other therapeutic substances as are not ordinarily available in the dispensary/hospitals/health centre/consulting room as the authorised medical attendant may certify in writing to be essential for the recovery or for the prevention of serious deterioration in the condition of the patient;

(iv) Such accommodation in General wards as is ordinarily provided in the hospital to which the patient is admitted;

(v) Such nursing as is ordinarily provided to in-patient by the hospital;

(vi) such diet as is ordinarily provided to other patients in the hospital;

(vii) confinement of a female patient;

(viii) blood transfusion services;

(ix) provision of ambulance service wherever necessary for the transport of patient to and from the hospital, provided that in both cases the patient is in a non-ambulatory condition;

(x) such anti-rabic treatment at recognised centre run by Government/District Panchayat/Municipalities or a private organization.

(xi) Dental treatment of a major kind only such as treatment of jawbone disease, wholesale removal of teeth etc. but not sealing of tooth or the supply of artificial denture, provided that the authorised medical officer certifies that the major kind of treatment or removal of teeth was necessary on the basis of diagnosis or the physiological or other disability indicating that teeth are the source of disturbance.

(xii) Ayurvedic system of medicines.

Treatment

- 4.1. All employees of the University shall be entitled to free treatment at the health centre of the University.
- 4.2. Where the University does not run a Health Centre or where treatment is not provided at the Health Centre the employee shall be entitled to medical attendance or treatment at a hospital/dispensary run by Government/Municipality/Panchayat.
- 4.3. Where is neither a Health Centre by the University nor a hospital/dispensary run by Government/Municipality/Panchayat the employee shall be entitled to medical attendance or treatment by a registered medical practitioner authorised by the University or by a Medical Officer incharge or attached to a hospital/dispensary approved by the University.
- 4.4. An employee and his family shall also be entitled to medical attendance or treatment under the ayurvedic system of medicines through authorised medical attendant.

Reimbursement

- 5.1. An employee shall be entitled to be reimbursed the actual cost of treatment taken by himself or by a member of his family from the authorised medical attendance other than the medical officer incharge of health centre/hospital/dispensary.

No claim of an employee in any of the campus be reimbursed for the cost of medical attendance by an auth-

orised medical attendant on the ground that the service of the medical officer incharge or attached to health centre/hospital/dispensary were not available or although available or although available were not considered adequate shall be entertained except on certificate given by medical officer incharge or attached to health centre/hospital/dispensary.

The reimbursement shall be in receipt of—

- (a) the charges levied by the medical attendant of the hospital concerned for the treatment;
- (b) cost of medicines which the patient has to purchase from the open market on the advice of the medical attendant provided that the bills for such medicines shall be countersigned by the medical attendant, provided that reimbursement of the cost of preparations which are not medicines but are primarily foods, tonics and toilet preparations shall not be admissible under this rule. The preparations which are not admissible shall be those as prescribed by the Government of Gujarat for its employees from time to time.
- (c) in case an employee chooses to be admitted in a special ward of any of the medical attendant, the additional expenses for treatment in special ward shall be reimbursed to the extent of 50% only. This concession shall not be admissible in the case of members of the family of the employee.
- (d) As regards treatment taken outside the headquarters of an employee, reimbursement shall be made only if treatment is taken at a hospital or dispensary of an authorised medical attendant and if the claim is certified by him.
- * (e)
- * (f)

- (g) In case where the employee have availed of the facility of medical attendance in a hospital/dispensary under a local body/institution run by a trust or charitable institution, irrespective of whether or not, these are specifically recognised for the purpose of these rules, the bills (including the cost of prescribed medicines not stocked in such hospital and not included in the list of inadmissible medicine) upto Rs 30/- per month representing charges for medical attendance of an medicines for the employee including his family shall be scrutinised and paid by the Drawing and disbursing officer. This will apply to the treatment taken under ayurvedic systems also for which claim is admissible under the rules.
- (h) The reimbursement for "hearing aid" should be made admissible to the University employees if certified by E. N. T. Surgeon.

*5.2. All claims for reimbursement of expenditure for treatment and for purchase of medicines, admissible under these rules, shall be presented to the drawing and disbursing authority, within six month from the date of completion of medical attendance or treatment, The right of an employee for reimbursement of expenditure shall stand disallowed or deemed to have been relinquished if claim therefore is presented after the expiry of the said period of six months.

Family

* 6.1.....

6.2. The members of family of an employee, shall be entitled free of charge to medical attendance and treatment at hospital/dispensary of an authorised medical attendant allowed to an employee under these rules. This includes confinement in a hospital/dispensary or maternity home of in authorised medical attendant, provided not more than two children are surviving at the time of confinement and provided she is operated upon for sterilisation during confinement if more than one child is surviving at the same time.

* Added by the Board of Management on 8-11-76.

Concessions in respect of medical attendance for special ailments like T.B., Cancer etc.

Travelling Allowance

- 7.1. The concessions in respect of medical attendance and treatment for special ailments like Tuberculosis, Cancer etc, shall be admissible to the employees of the University as prescribed by the Government of Gujarat for its employees from time to time.
- 8.1. When the place at which a patient falls ill, is not the Headquarter of the aforesaid Medical Attendant :-
- (a) the patient shall be entitled to Travelling Allowance for the to and from such Headquarter, or
- (b) the Authorised Medical Attendant shall attend the patient at the place where he falls ill, if the patient is to travel and the Authorised Medical Attendant, shall be entitled to Travelling Allowance for the journey to and from the place,
- 8.2. An application for travelling allowance under sub-rule (a) shall be accompanied by a certificate in writing from the authorised Medical Attendant that the patient was too ill to travel.
- 8.3. If the patient is required to travel to any other place for Medical Attendant under these rules and if the Authorised Medical Attendant considers, that it would be unsafe to make the journey, the Authorised Medical Attendant, either himself accompany the patient to his destination or arrange to send some other attendant, with the patient. The attendant, if he she is a university employee shall be deemed to have been travelling on duty and may draw Travelling Allowance for a Journey on tour and if not a university employee shall be entitled to actual single fare of the appropriate class by which the attendant actually travels.
- 8.4. (a) Travelling Allowance for journey undertaken under these rule shall be at the rates at which is admissible to an employee, when on tour—

(b) A member of the family of an employee shall be entitled to travel by a class which the employee himself is entitled to travel.

(c) Specialists other than a Government Medical Officer, summoned to attend the patient shall be entitled to Travelling Allowance at such rates as are considered reasonable by the Authorised Medical Attendant according to the status of the specialist.

Medical Benefits and Special Allowance concessions as may be declared by the State Government from time to time to its employees will be applicable to Gujarat Agricultural University employees.

SCHEDULE VIII
GUJARAT AGRICULTURAL UNIVERSITY
EMPLOYEES (SERVICE) RULES

CHAPTER I
TITLE, APPLICABILITY AND DEFINITIONS

Title and commencement.

1.1. These rules may be called "The Gujarat Agricultural University Employees (Service) Rules" and they shall come into force with effect from such date as may be specified by the Board. *

2. Applicability

2.1. Unless otherwise specifically provided these rules shall apply to all employees whose conditions of service the University is competent to prescribe.

3. Definitions

2.2. These rules shall also apply to :

(a) all employees of the Government of Gujarat who are taken over and employed by the University along with the activities on or after 1-6-72 and who have opted for permanent absorption in the service of the University under clause (b) of sub-section (2) of Section 52 of the Gujarat Agricultural University Act, 1969;

(b) all employees of the Institute of Agriculture, Anand who are taken over and employed by the University along with the activities with effect from 1-6-72;

(c) All employees of the Agricultural School, Aliabada who are taken over and employed by the University along with the activities with effect from 1-2-73.

Definitions

3.1. In these rules, unless the context otherwise requires :

* The rules have come in force with effect from 1-6-74 as specified by the Board of Management on 4-5-1974.

- (1) "ACT" means the Gujarat Agricultural University Act, 1969.
- (2) "APPOINTING AUTHORITY" means the authority to whom the power of appointment has been delegated under the statutes.
- (3) "BOARD" means the Board of Management as defined in Section 2 (3) of the Gujarat Agricultural University Act, 1969;
- (4) "CADRE" means the strength of a service or a part of service sanctioned as a separate unit.
- (5) "COMPETENT AUTHORITY" in relation to the exercise of any power, means the Board of Management or any other authority or the Vice-Chancellor or any University employee to whom the power may be delegated by Statute or by orders;
- (6) "DATE OF FIRST APPOINTMENT" of a University employee means the date of his assumption of the duties of his first post in University service, provided that in respect of absorbed State Government employees the date of their first appointment in Government service will be deemed as the date of their first appointment. Provided further that in respect of the employees of the Institute of Agriculture, Anand and Agricultural School, Aliabada the date of their first appointment in the service of the Institute of Agriculture, Anand and Agricultural School, Aliabada will be deemed as the date of their first appointment;
- (7) "EMPLOYEE" includes :
 - (1) an officer of the University as defined in Section 2(8) of the Gujarat Agricultural University Act, 1969 excluding the Chancellor, Vice-Chancellor and the Director of Campuses;

- (ii) a teacher in the University as defined in section 1969; and 2(17) of the Gujarat Agricultural University Act,
- (iii) any other employee of the University other than officer or teacher.
- (8) "FORM" means a form appended to these rules.
- (9) "FOREIGN SERVICE" means any service in which a University employee receives pay with sanction of the University, from any source other than the University Fund.
- (10) "HEAD QUARTERS" means the head quarters where the office records are kept.
- (11) "LEAVE" means various kinds of leaves as admissible under the statute.
- (12) "LEAVE SANCTIONING AUTHORITY" means a University employee empowered to sanction leave to the University employee under the statute.
- (13) "MEDICAL OFFICER" means a Medical Officer appointed or authorised as such by the University.
- (14) "NON PRACTICING ALLOWANCE" means an allowance of compensation for loss of private practice of all kinds (general practice, consulting practice or private laboratory work) granted by the University.
- (15) "OFFICIATE" means University employee who is appointed to a vacant post.
- (16) "PERMANENT POST" means a post carrying a definite rate of pay sanctioned without limit of time;
- (17) "TEMPORARY POST" means a post carrying definite rate of pay sanctioned for a limited time;

- (18) "PAY" means the amount drawn monthly by a
- (i) Pay sanctioned for a post held by him in substantive or officiating capacity being a stage in the time-scale of pay.
 - (ii) Special pay
 - ((iii) Personal pay and
 - (iv) any other pay or emoluments that may be classified as pay by the Board.
- (18-A) "SPECIAL PAY" means an addition by way of pay to the emoluments of a post or of an employee, granted in consideration of :
- (a) the specially arduous nature of duties; or
 - (b) a specific addition to the work or responsibility.
- (19) TIME SCALE OF PAY :
- (I) "TIME SCALE OF PAY" means pay which, subject to any conditions prescribed in these rules, rises by periodical increments from a minimum to a maximum.
 - (ii) Time scales are said to be identical if the minimum, the maximum, the period of increments and the rate of increment of the Time-scales are identical.
 - (iii) A post is said to be on the same time scale as another post on a time scale if the two time-scales are identical and the posts fall within a cadre, or a class in cadre, such cadre or class having been created in order to fill post involving duties of approximately the same character or degree of responsibility, so that the pay of the holder of any particular post is determined by his position in the cadre or class and not by the fact that he holds that post.
- (20) "SUBSTANTIVE HOLDER" means an employee appointed substantively on a permanent post.

A phrase or word not defined in this Statute shall have its meaning as defined under the Act.

* Added by the Board of Management on 28-4-77

CHAPTER II

GENERAL CONDITIONS

- 4.1.** Candidate for appointment to the University service shall produce before the appointing authority evidence of his educational qualifications as prescribed by the University. Educational Qualifications
- 5.1.** Except as otherwise prescribed under the Statute, the minimum age for recruitment shall be eighteen years. Age limit for recruitment
- 6.1.** Except as otherwise provided in these rules, no employee shall be continued in University service beyond a period of six months from the date of his first appointment or shall be appointed substantively in the University service unless he produces a physical fitness certificate which shall be normally affixed to his first pay bill. The physical fitness certificate shall be in Form I and shall be signed by the Medical Officer. Medical Certificate of appointment
- 6.2.** No fresh physical fitness certificate shall be necessary in case of :
- (1) an employee who has already produced a certificate in past and is discharged from the University service and who is re-engaged provided the re-appointment takes place within a period of six months from the date of his discharge.
 - (2) Employee retired from the Government or University service otherwise than on medical grounds and who is re-employed immediately thereafter by the University.
- 7.1.** Every person newly appointed to a service or a post under University shall at the time of the appointment declare the date of his birth by the christian era. The certificate Date of birth

of date of birth shall be furnished in the form of a certificate copy of his "Secondary School Certificate Examination Board" certificate or Primary School certificate. The same certificate shall also be produced in original, when required for verification of the date of birth and for recording the necessary entry in the service sheet/service book or any other record that may be prescribed by the University. If neither of the certificates is available, the medical certificate shall be taken as basis.

7.2. If the year of birth of University employee is known but not the exact date, first July shall be treated as the date of birth. If the month of birth, but not the exact date is known, the 16th day of the month shall be treated as the date of birth.

7.3. The date of birth once recorded shall not be altered except in the case of clerical error on the face of record without the previous order of the Vice-Chancellor.

8.1. Every employee including officer and the Teacher selected for appointment in the University service shall be placed on probation for a period of two years. During the period of probation, he shall undergo such training and pass such examination as may be prescribed.

Probation

8.2. However, the period of probation may be extended by one year by the appointing authority for sufficient reasons.

8.3. Until the period of probation is satisfactorily completed and his suitability for the University service is determined, employee appointed on probation shall not be continued in service beyond the period of probation.

* Substituted by the Board of Management on 11-8-75

• Substituted by the Board of Management on 6-8-78.

- 8.4. The above provision shall not apply to the employees absorbed under Section 52 of the Gujarat Agricultural University Act, 1969.
- 9.1. Every salaried Officer and Teacher of the University except those who are on deputation or who are absorbed under Section 52 of the Gujarat Agricultural University Act, 1969, shall be appointed under written contract. The provisions in respect of conditions of service, pay and allowances, pension, leave, provident fund, discipline etc. for such persons shall be as may be prescribed by Statutes from time to time. **Appointment on contract**
- 9.2. Where on absorption of a servant of the State Government in the service of the University, the service rendered by him under the state govt. is deemed to be service under the University under clause (b) of sub-section (3) of section 52 of the Act and any such servant had before he was taken over and employed by the University, given an undertaking by executive a bond to serve the state govt. for any specific period, such bond shall have effect as if it were a bond executed in favour of the University. **Undertaking to serve State Govt not affected**
- 10.1. Unless otherwise specifically provided, the whole time of University employee shall be at the disposal of the University and he may be employed in any manner required by the proper authority. **University employee at the disposal of University**
- 11.1. No employee of the University shall be offered or shall accept any remuneration for any work done in the University, save such as may be provided for in the Statute. **Acceptance of remuneration**
- 12.1. There shall be service sheet in respect of each officer and teacher of the University and a service book for every other employee. The form of service sheet and service book shall be as may be prescribed by the Comptroller with the concurrence of the Vice-Chancellor. **Service sheet/ Service book**

- 12.2. The service sheet in respect of officers of the University shall be maintained by the Comptroller, service sheet in respect of teachers of the University and service book in respect of other employees shall be maintained by the head of office drawing pay and allowances of Teachers/ other employees concerned.
- 12.3. The Service Sheet/Service Book shall be maintained in duplicate. Duplicate copy of the same duly filled in and signed by him shall be made available to the officer/employee concerned by the end of 31st December each year.
- 12.4. The history sheet/service book or service roll in respect of Gazetted Officer/non-gazetted employee of the State Govt. absorbed in the University shall be obtained from the State Govt. duly completed till the date of absorption. The service records so received shall be treated as service sheet/book till that date for the purposes of these rules.
- 12.5. The service records maintained by the Institute of Agriculture, Anand in respect of its employees and by the Agricultural School, Aliabada in respect of employees of the Aliabada School, taken over and employed by the University shall be treated as Service Sheet/Book till that date for the purpose of these rules.
- 12.6. Head of the Office drawing pay and allowance of the employee shall be responsible to ensure that the service sheet/service books are maintained properly and the entries therein are got attested by the employee concerned from time to time. All instances or events affecting the rates of pay, pension, service conditions, leave etc. shall be recorded in the service book under proper attestations by the Head of Office.

* Added by the Board of Management on 11-8-75

13.1. (a) The services of a temporary University employee *or officer and teacher appointed on written contract shall be liable to termination at any time by a notice in writing given either by the University employee *or officer and teacher appointed on written contract to the appointing authority or by that authority to the University employee *or officer and teacher appointed on written contract.

(b) Where the temporary University employee * or officer and teacher appointed on written contract has put in service for a period exceeding one year, the period of such notice shall be one month and where such University employee *or officer and teacher appointed on written contract has put in service for one year or any period less than one year the period of such notice shall be one week;

Provided that the services of any such University employee *or officer and teacher appointed on written contract may be terminated forthwith, the payment to him of a sum equivalent to the amount of his pay and allowances for the period of the notice, at the same rates at which he was drawing pay and allowances immediately before the termination of his service, or as the case may be, for the period by which notice falls short of the notice period.

13.2. No University employee *or officer and teacher appointed on written contract on probation shall resign his post without giving to the appointing authority one month's basic pay plus allowances in lieu of such notice. Similarly the employee *or officer and teacher appointed on written contract on probation may be discharged by the appointing authority with one month's notice or one month's basic pay plus allowances in lieu thereof.

* Added by the Board of Management on 3-2-79

13.3. No permanent University employee other than one appointed on contract under rule 9.1 shall resign his post without giving to the appointing authority three month's notice in writing or three month's basic pay plus allowances in lieu of such notice.

Note:- Discharge does not include dismissal.

13.3.-A

+13.4. A resignation from service of a University employee *or officer and teacher appointed on written contract shall be accepted except in the circumstances indicated below :

- (i) When a University employee *or officer and teacher appointed on written contract is under suspension, resignation shall not be accepted.
- (ii) The appointing authority shall decide the date with effect from which the resignation should become effective, not beyond the expiry of the notice period.

13.5. (i) When a University employee *or officer and teacher appointed on written contract is on leave, the appointing authority shall decide whether the resignation would be accepted with immediate effect or with effect from the date following the expiry of the leave.

- (ii) In case of an employee or officer and teacher appointed on written contract intending to resign from University service if notice period is prescribed the appointing authority may decide to count the period of leave towards the notice period. In other cases also, It is open to the appointing authority to decide whether the resignation should become effective immediately or with effect from some prospective date not later than the period of notice. In the later case the date should be specified.

+ Deleted by the Board of Management on 3-2-79.

* Added by the Board of Management on 3-2-79.

- 13.6. A resignation becomes effective when it is accepted and the University employee *or officer and teacher appointed on written contract is relieved of his duties.
- 13.7. Where a resignation has not become effective and the University employee or officer and teacher appointed on written contract wishes to withdraw it, it is open to the appointing authority either to permit him to withdraw the resignation or to refuse the request for such withdrawal.
- 13.8. Where, however, a resignation has become effective, the acceptance of the request for withdrawal of resignation would amount to his fresh appointment in the service of the University.
- +14.1. The date of compulsory retirement of a University employee shall be the date on which he attain the age indicated below :
- | | |
|---|-----------|
| 1. Officers | 58 years. |
| 2. Teachers | 60 years. |
| 3. Other employees whose minimum starting pay is Rs. 260/- and above p. m. | 58 years |
| £4. Other employees whose minimum starting pay is less than Re. 260/- p. m. | 60 years. |

The retirement of the employees shall take effect as follow :-

<u>Date of birth</u>	<u>Date of retirement on attaining the age of fifty eight or sixty years as the case may be.</u>
(a) 1st of a month	Afternoon of the last day of the preceding month.
(b) Any other date of a month.	Afternoon of the last day of that month.

* Added by the Board of Management on 3-2-79.

+ Revised by the Board of Management in 24-5-76 and again revised by the Board of Management on 8-11-76.

£ Substituted by the Board of Management on 18-10-78.

Extension of emp-
loyee in service
beyond the date of
compulsory
retirement.

£ 14.2. (1) Notwithstanding anything contained in rule 14.1 in the case of an employee, who is due to retire under rule 14.1 if the Board is satisfied that—

- (a) the work of the employee was outstanding and of proved merit, and
- (b) the employee is still physically and mentally fit for discharging his duties satisfactorily, as evidenced by medical authority;
- (c) and the services of the employee cannot be easily replaced by a well qualified, experienced and suitable persons, and
- (d) it is in the interest of the University service to retain the employee in service beyond the date of compulsory retirement;

the Board may for specific reasons to be recorded in writing, re-employed the employee in the service of the University for such period not exceeding two years from the date of compulsory retirement as the Board may think fit.

Provided that period of re-employment at a time shall not exceed one year.

(2) In the case of any such employee, if apart from the satisfactory of the conditions mentioned in clauses (a) to (d) of subrule (1), the services of the employee are found to be indispensable, the Board may, in exceptional circumstances and for specific reasons to be recorded in writing, grant extension in service to such employee for such period not exceeding two years from the date of compulsory retirement as the Board may think fit and in such a case the service of the employee beyond the date of compulsory retirement shall be treated as continuous for all purposes. Provided that the period of extension at a time shall not exceed one year.

£ Substituted by the Board of Management on 18-10-78

14.3. The Vice-Chancellor may however grant re-employment* of service to a University employee for a period of six months beyond the date of compulsory retirement in the interest of the University provided that the matter shall be placed before the Board for its approval at its next meeting.

* Substituted by the Board of Management on 18-10-78

CHAPTER III

FOREIGN SERVICE

- 15.1.** Transfer to foreign service may be sanctioned by the Vice-Chancellor; subject to following conditions :
- (i) No University employee shall be transferred to foreign service against his will.
 - (ii) Employee on foreign service shall be entitled to revert six months after he has given notice to the Vice-Chancellor of his intention to revert. The Vice-Chancellor may however allow him to revert earlier.
 - (iii) A University employee in foreign service is liable to be recalled by the Vice-Chancellor at any time.
 - (iv) The maximum period of transfer to foreign service in respect of each employee shall be three years in all, unless Board extends the period as a special case.
 - (v) The period of foreign service shall commence from the date on which he relinquishes the charge of the post in the University and ends on the date on which he takes over charge of the post in the University on return from foreign service.
- 15.2.** An employee transferred to foreign service shall remain in the cadre/cadres in which he was included in a substantive or officiating capacity immediately before his transfer and may be allowed the benefit of proforma promotion in respect of vacancy within the cadre filled by his Junior subject to the conditions that not more than one employee in order of seniority-cum-merit may be allowed the benefit of proforma promotion. In giving such promotion, the appointing authority shall take into account the nature of work performed in foreign service.

NOTE ; For application of the principal of 'one for one' under this rule the condition precedent is that claims of all employees who are out-side the direct line to promotion in higher grade or scale within the cadre shall be considered when the question of such promotion arises. Save in exceptional circumstances, the University employee who is given the benefit of proforma promotion while on foreign service shall be recalled from foreign service as soon as possible and not later than six months' after the date from which the rule operates. The Board shall allow the employee to enjoy the benefit for a longer period in special circumstances.

15.3. An employee in foreign service shall be entitled to draw pay from foreign employer from the date on which he relinquishes charge of his post in University. The amount of his pay, amount of his joining time admissible to him and his pay during such joining time shall be fixed by the authority sanctioning transfer to foreign service in consultation with the foreign employer.

15.4. The amount of remuneration to be granted to University employee transferred to foreign service shall be regulated by the following principles :

- 1.** He shall be entitled to the minimum of the pay scale of the post on which he is deputed or the pay which he would have received had he been continued in University service plus 20% thereof as Deputation Allowance whichever is more advantageous to him.
- 2.** When the minimum of the pay-scales of the posts on which the employee is deputed substantially exceeds the pay drawn by the University employee, he shall be granted the minimum of the pay scale of the post on which he is deputed on foreign service

only with the previous approval of the Board subject to the ceilings of monetary benefit as in the case of Government Services.

- 15.5. The foreign employer shall pay monthly to the University before the 5th of each month in advance, leave salary and pension contribution equal to 20% (10% each for leave salary and 10% pension) of the pay of the University employee including deputation allowance in lieu of which University shall bear the leave salary and all kind of leave including the leave surrendered and count the foreign service for pension as service under University. All allowances during the period of leave or surrender of leave shall be paid by the foreign employer.
- 15.6. During the period of foreign service, the foreign employer shall exercise all powers of drawing and disbursing officer for purposes of drawing the pay allowances and other claims of the University employee.
- 15.7. A University employee transferred to foreign service while on leave ceases from the date of such transfer to be on leave and to draw leave salary.

CHAPTER IV

DISMISSAL, REMOVAL AND SUSPENSION

- 16.1. The pay and allowances of a University employee who is dismissed or removed from services cease from the date of such dismissal or removal.
- 17.1. The University employee may be suspended by the appointing authority.
- 18.1. A University employee under suspension shall be entitled to following payments:
- (i) A subsistence allowance at an amount equal to the leave salary which the University employee would have drawn if he had been on half pay leave and to dearness allowance based on such leave salary for a period of first six months of suspension.
 - (ii) If the period of suspension exceeds six months the appointing authority shall be competent to vary the rates of subsistence allowance for any period subsequent to the period of six months as follows :
 - a) If the suspension has prolonged due to reasons to be recorded in writing, directly attributable to the University employee subsistence allowance may be reduced by suitable amount not exceeding 50% of the rate in 18.1 (i) above.
 - b) If the suspension has prolonged due to reasons, to be recorded in writing, not directly attributable to the University employee subsistence allowance may be increased by suitable amount not exceeding 50% of the rate in 18.1 (i) above.
 - c) In both the cases (ii) (a) and (b) dearness allowance will be admissible and based on the rates of subsistence allowance.

19.1. When an University employee is convicted by the competent court and sentenced to imprisonment the subsistence allowance shall be reduced to a nominal amount of Rupee 1 per month with effect from the date of such conviction and he shall continue to draw the same till the date of removal or dismissal or reinstatement by the appointing authority. If he is acquitted by the appellate court in the meanwhile, he will draw the subsistence allowance at the said nominal rate retrospectively with effect from the date of conviction which is so set aside by the appellate court. If such acquittance of an employee is on technical grounds such as the want of previous sanction of the competent authority for prosecution or the likewise and is followed by fresh prosecution the drawal of subsistence allowance shall be regulated on the basis of the nature of the final result of the prosecution.

20.1. The suspending authority may allow drawal of other compensatory allowances during suspension if the employee was in receipt of them prior to suspension and at such rates and to such extent and subject to such conditions as he may deem fit provided the employee continues to meet the expenditure for which such allowances are granted.

20.2. The suspending authority may, notwithstanding anything contained in rule 20.1 above, withhold dearness allowance or compensatory allowance and appropriate the same towards the payment of any amounts due to the University.

20.3. The deductions to be made from the subsistence allowance payable to the University employee shall be regulated as under :

- | | |
|---------------------------------------|---|
| (a) Compulsory deductions : | <ul style="list-style-type: none"> 1) Income Tax & Surcharge 2) House rent and all service charges. 3) Recoveries of loans and advances due to University. |
| (b) Optional deductions : | <ul style="list-style-type: none"> 1) Life Insurance Premium. 2) Dues to cooperative institutions. 3) Recovery of advances from University employees Provident Fund. |
| (c) Deductions not to be made: | <ul style="list-style-type: none"> 1) Subscription to University Provident Fund. 2) Court attachments. 3) Recovery of loss to the University for which employee is responsible. 4) Recoveries of overpayments may be made at a rate not exceeding 1/3rd of the amount of subsistence allowance. |

21.1. The payment of subsistence allowance shall be further subject to following conditions.

- (i) University employee is not employed in any other service or is not engaged in any trade or business during the period of suspension.**

(ii) Leave shall not be granted to a University employee under suspension.

(iii) The subsistence allowance paid shall be adjusted from the pay and allowances that may become payable if and when he is reinstated provided that in such cases proportion of such pay and allowances shall not be less than subsistence and other allowances admissible.

22.1. Substantive appointment to the post falling vacant due to removal or dismissal shall be made only after expiry of a period of one year from the date of removal or dismissal.

23.1. Where the appointing authority is of the opinion that the University employee has been fully exonerated or in case of suspension, that it was unjustified, the University employee shall be given the full pay and allowances to which he would have been entitled had he not been dismissed, removed or suspended, as the case may be, and the period of absence from duty shall be treated as a period spent on duty for all purposes.

24.1. In other cases the period of absence from duty shall not be treated as period spent on duty. The appointing authority while ordering reinstatement shall specify whether the period of such absence may be converted into leave admissible under the Statutes.

25.1. When a University employee has been retained in service beyond the age of compulsory retirement, pending decision of an enquiry into a charge against him and has been subsequently honourably acquitted of the charge, the period of absence from duty shall be treated as a period spent on duty for all purposes.

28.1. (a) A University employee against whom proceedings have been taken either for his arrest for debt, or on a criminal charge, or who is detained under any law providing for preventive detention should be considered as under suspension for any periods, during which he is detained in custody, or is undergoing imprisonment, and not allowed to draw any pay and allowances (other than subsistence allowance) for such periods, until the termination of the proceedings taken against him or until he is released from detention and allowed to rejoin duty as the case may be, An adjustment of his allowances for such periods should thereafter be made according to the circumstances of the case, the full amount being given only in the event of the employee being acquitted of blame or (if the proceedings taken against him were for his arrest for debt) of its being provided that the liability arose from circumstances beyond his control, or the detention being held by appointing authority to be unjustified.

(b) A University employee against whom a criminal charge or a proceeding for arrest for debt is pending should also be placed under suspension by the issue of specific orders to this effect during periods when he is not actually detained in custody or imprisoned (e.g. whilst released on bail), if the charge made or proceeding taken against him is connected with his position as a University employee or is likely to embarrass him in the discharge of his duties as such or involves moral turpitude. In regard to his pay and allowances the provisions of clause (a) above shall apply.

- (i) travel by road not exceeding 8 kms, to and from a railway station/residence at the beginning or end of journey does not count for joining time;
 - (ii) the maximum joining time admissible shall be 30 days;
 - (iii) sundays shall be excluded from the calculation of joining time period, but included for the purpose of maximum limit of 30 days;
 - (iv) holidays shall be included in the joining time period admissible;
 - (v) the joining time admissible shall be calculated by the route which travellers ordinarily use.
- 27.5. (1) The joining time may be allowed to be split up into two parts and the employee can avail of it at any time upto six months from the date of his transfer.
- (2) Both these species of joining time shall be treated as duty and the pay and allowances shall be regularised in accordance with rule 35 of the above statute.
- (3) The employee will have an option to prefer the claim for allowance under the rules at any time upto six months from the date of his transfer. Such T.A. claim will be admissible only once on joining the place of transfer .

28.1. If a University employee is appointed to a new post while in transit from one place to another his joining time begin from the day following that on which he received the order of appointment, but a second period of six days for preparation shall not be allowed to him.

Joining time how calculated when appointment changes while in transit.

* Revised by the Board of Management on 4.9.1974.

29.1. If a University employee takes leave while in transit from one post to another the period which has elapsed since he handed over charge of his old post must also be included in his leave period. On the expiry of the leave, he may be allowed normal joining time.

Joining time regularisation of when leave is taken while in transit

30.1. If a University employee is appointed to a new post, while on leave, his joining time shall be calculated from his old station or from the place at which he received the order of appointment, whichever calculation entitles him to less joining time. If he actually performs journey to his old headquarters for winding up his personal effects, then his joining time shall be calculated from his old headquarters irrespective of the place where he spends his leave or receives his posting order.

Joining time calculation when appointment is made while on leave.

31.1 The Vice-Chancellor may extend the joining time admissible under these rules even beyond 30 days in exceptional circumstances.

Extension of Joining time

32.1. Within the prescribed maximum of 30 days appointing authority may on such conditions as it thinks fit, grant to a University employee, a longer period of joining time than is admissible under these rules in the following circumstances.

Circumstances in which normal joining time can be extended

(i) When a University employee has been unable to use ordinary mode of travelling or notwithstanding due diligence on his part, has spent more time on the journey than is allowed by rules ;

or

(ii) When such extension is considered necessary for the University convenience or for the saving of such University expenditure as caused by unnecessary or purely formal transfer;

or

- (iii) When for any reason whatsoever rules have in particular case operated harshly, as for example when a University employee has, through no fault on his part, fallen sick on journey;

or

- (iv) When extra days were actually spent on handing over/taking over the charge of stores and/or works.

Joining of new post as speedily as practicable

- 33.1. When the need of service clearly requires that a University employee should join the post to which he is transferred as speedily as possible and is informed of the same, he shall join his new station as speedily as practicable without availing of the full joining time admissible under these rules.

Place from which joining time calculated.

- 34.1. When a University employee is authorised to hand over charge of a post at a place other than his headquarters, the joining time shall be calculated from the place at which he hands over the charge.

Joining time pay.

- 35.1. A University employee availing of the joining time shall be treated on duty and he shall be entitled to be paid as follows.

Pay and allowances which he would have drawn if he had not been transferred from the old post and had been on duty on that post or the pay and allowances which he will draw on taking charge of the new post, whichever is less.

- 35.2. Joining time pay shall be granted to a University employee when he is appointed to a new post as a result of a competitive examination or interview or selection by a competent selection committee by nomination in cases it is open to both University employees and others.

- 36.1. A University employee who does not join his post within his joining time, is entitled to no pay or leave salary after the end of joining time and any wilful absence from duty after the expiry of joining time be treated as misbehaviour unless the over stayal is regularised by competent authority. Over stayal of joining time.
- 37.1 A University employee shall not be entitled to any joining time unless his transfer is in the interest of University service. Joining time as admissible if the transfer is made in the interest of University service.
- 37.2. If he transferred at his own request, the leave sanctioning authority shall sanction leave due and admissible to him for the period spent for joining the post at new headquarters, provided the University employee applies for the same.

CHAPTER VI

PAY

- 38.1.** A University employee shall be treated as on duty and entitled to pay of the post for the following period :
- i) when he is performing duties of the post on which he is appointed,
 - ii) joining time.
 - iii) period spent on training, examination, meetings, seminars, conferences, etc., as per orders of the competent authority.
- 39.1.** As a rule a person appointed in the University shall be granted minimum of the time scale of the post on which he is appointed. However an authority which has got powers to create the post under the statutes may grant a pre-matured increment or increments to a University employee on the time scale of pay, provided he is not in University service at the time of appointment. The orders granting such pre-mature increments, shall specify the date of next increment.
- 40.1.** When a University employee is appointed either by promotion or by selection to a higher post involving assumption of duties and responsibility of greater importance than those attached to the post held by him, in the selection course of promotion or transfer or he will draw his initial pay at the stage of the time scale of the higher post next above pay notionally arrived at increasing his pay in respect of the post held by him by one increment. The benefit of national increase shall be extended even in cases where an employee has reached maximum pay of the time scale of the lower post and for this purpose the pay of an employee drawing pay at the maximum of the time scale of the lower post shall as his appointment to a post

carrying higher duty and responsibilities as compared to the lower post held by him in the normal course of promotion or transfer or selection, be increased notionally by adding an amount equal to the amount of the lost increment in the lower post and then his pay in the higher post shall be fixed at the stage next higher to the notional pay as worked out.

41.1. When the appointment of a University employee to the new post does not involve assumption of duties or responsibilities of greater importance than those attached to the old post, he shall draw his initial pay at the stage of the time scale which is equal to his pay in respect of old post or if there is no such stage, the stage next below that pay plus personal pay equal to the difference. He shall continue to draw pay so fixed until such time as he would receive increment in the time scale of the old post. If the minimum of the pay of the time scale of the new post is higher than his pay in respect of old post he will draw the minimum of the new post as his initial pay.

42.1 When an University employee is appointed at his own request to a post carrying less pay, his pay shall be fixed as under :

- (i) If he is substantive holder of the post and the maximum pay in the time scale of the lower post is less than his substantive pay in respect of old post, he shall draw his pay, stage of the time scale which is equal to his substantive pay in respect of old post or if there is no such stage, the stage next below that pay plus personal pay equal to the difference. He will continue to draw this pay until such time as he would have received an increment in the time scale of the old post.

(ii) If he is substantive holder of the post and the maximum pay in the time scale of the lower post is less than his substantive pay, in respect of old post, he shall draw that maximum as pay.

(iii) If he is officiating holder of the post, he will draw the minimum of the post on which he is appointed at his own request.

change of
pay scale

43.1. (i) Subject to the provisions of clause (ii) of this rule when the pay-scale of a post is changed by University, unless otherwise provided, a substantive or officiating holder of the post shall be eligible to draw the pay only in the revised scale. Provided that he shall have the option to retain the old scale until the date on which he has earned his next or any subsequent increment in that scale or until he vacates the post or ceases to draw pay in that time-scale. The option once exercised shall be final.

(ii) The option to retain the old scale under clause (i) of this rule, shall also be available to University employee actually not holding the post at the time of revision of the scale under the following circumstances:

When he would have held that post but for his transfer to foreign service or being on leave or holding a higher or equivalent post or being under suspension provided it is certified by the appointing authority that he would have held that post but for his being away on account of the foregoing reasons,

Subject to the provisions of these rules, when a University employee moves on to the changed scale under the foregoing provision of this rule, he shall draw as initial pay—

(1) if the minimum of the new scale is higher than his pay in his old scale, the minimum,

(2) if the minimum of the new scale is not higher than his pay in the old scale, the pay which he was drawing in the old pay scale at the time the change was made, if that is a stage in the new scale or, if there is no such stage, the stage next below that pay plus personal pay equal to the difference (to be absorbed in the next increment) and in either case he shall continue to draw that pay until such time as he would have received an increment in the old scale of pay.

44.1. A retrenched University employee on his re-employment in the University service shall be entitled to draw the same pay as admissible to him immediately prior to his retrenchment if the following conditions are fulfilled —

(i) Re-employment is on a post carrying identical time scale;

(ii) Previous service was continuous for a period not less than three years ;

(iii) Re-employment is within a period of 12 months from the date of retrenchment.

45.1. A pensioner who has retired from the Government/University service by taking pension and/or gratuity shall be paid on his re-employment in the University, the minimum of the pay of the post on which he is appointed, subject to rules and instructions of the Government in this regard in force from time to time.

46.1. The following provisions prescribe the conditions on which the service counts for increments in the time scale.

- (i) All duty in a post on a time scale counts for increment in that time scale,
- (ii) All leave other than the extra ordinary leave shall count for increments in the time scale in the post which he would have held if he had proceeded on leave.
- (iii) Extra-ordinary leave granted for a period not exceeding six months at a time on medical grounds, when no other leave is due, so however that the aggregate of all such period of extra-ordinary leave during the entire service of the University employee does not exceed one year, shall count for increment in the time scale of the post which he would have held if he had not proceeded on leave.
- (vi) Extra-ordinary leave taken by a University employee for prosecuting higher scientific or technical studies as approved by the University shall count for increment.
- (v) Joining time counts towards increment.
- (vi) If a University employee while officiating in a post on time scale of the pay is appointed to officiate in a higher post, his officiating service in the higher post, shall if he is re-appointed to the lower post, or is, appointed or reappointed to a post on the same time scale of pay, counts for increment in the time scale applicable to such lower post. The period of officiating service in the higher post which counts for increment in the lower post, is however restricted to the period during which the University employee would have officiated in the lower post but for his appointment to higher post. This rule applies also to a University employee who is not actually officiating

in the lower post at the time of his appointment to the higher post, but who would have so officiated in such lower post or in a post on the same time scale of pay, had he not been appointed to the higher post.

(vii) Foreign service counts for increments in the time scale applicable:

(a) the post in University service which he would have held but for his proceeding on foreign service.

(b) any post to which he may be promoted subsequently while in foreign service for the duration of such officiating promotion.

Increment drawn
as a matter of
course in a
time scale

47.1. An increment shall be drawn as a matter of course unless it is withheld. An increment may be withheld from University employee by the appointing authority if his conduct has not been good or his work has not been satisfactory. In ordering the withholding of an increment, the withholding authority shall state the period for which it is withheld and whether the postponement shall have the effect of postponing future increments.

47.2. A University employee shall be entitled to draw an increment in a post held by him in substantive or in an officiating capacity on the last day of a month irrespective of the date on which it falls due. This shall be applicable also in the case of future appointments and promotions.

47.3. Once the date of increment has been advanced to the first of the month, under the above rules, the same shall be treated as the normal date of increment for all purposes that is pay, leave stoppage, efficiency bar, pension, etc., and the original date of increment shall have no relevance thereafter.

48.1. Where an efficiency bar is prescribed in a time scale, the increment next above the bar shall not be allowed to a

Increment above
efficiency bar.

University employee, without the specific sanction of the appointing authority.

49.1. In all cases of University employees, who are allowed to cross efficiency bar, their pay shall be fixed in the appropriate pay scale a stage at which they would have drawn it, but for imposition of the bar and they would be entitled to draw the next increment from the normal date.

50.1. On being permitted to pass an efficiency bar previously enforced against him, a University employee shall draw the pay of the lowest stage in the time scale above the bar :

Provided that for special reasons to be recorded in writing, he may be permitted to come on the time scale above the bar at such stage not above that which he would normally have reached, if the efficiency bar had not been enforced against him, as the authority competent to declare the bar removed, may fix :

Provided further that where the competent authority decides under this rule, the stage at which, the University employee shall draw his pay from the date he is allowed to cross the efficiency bar, the next increment above that stage shall accrue to him on the next date of increment if otherwise admissible, and not when he renders the whole period of service from the date of his crossing the efficiency bar for earning the increment in the time scale.

50.2. The University employee shall have an opportunity of appeal to the competent authority in this behalf.

51.1. If a case in which a University employee under suspension has been otherwise due and eligible to cross the efficiency bar from a date prior to the date of his suspension, comes up for consideration the question of allowing him to cross

Crossing of
efficiency bar
during
suspension

the efficiency bar shall not be considered until after the proceedings proposed, contemplated or in progress against him are over.

51.2. Similarly, the question of allowing a University employee to cross the efficiency bar from the date falling within the date of his suspension, would not arise so long as he continues to be under suspension. If such University employee is completely exonerated he may be allowed to cross the efficiency bar with effect from the due date unless the competent authority decides otherwise on the basis of his confidential reports or other relevant consideration. If, however, the University employee is not completely exonerated, the competent authority may allow him to cross the efficiency bar if he is otherwise eligible only from such date as it thinks proper taking into account his confidential reports other relevant considerations and especially the extent of his guilt established in the proceedings against him.

52.1. In case of a University employee not placed under suspension, there is no objection to the competent authority considering him for being allowed to cross the efficiency bar from the due date or such other date as it may think fit even during the pendency of a disciplinary case against him if his confidential reports and other relevant considerations justify such a step and if the facts of the case against him then available are not considered by the competent authority to be so grave as to justify postponing of consideration of the question of efficiency bar till the conclusion of the proceedings.

53.1. For the purpose of allowing University employees to cross the efficiency bar the competent authority shall make an overall assessment of the Annual Confidential Reports of the person due to cross the efficiency bar, relating to the period of his service in the "Scale of Pay" in which it is

Crossing of efficiency bar during the pendency of a disciplinary/vigilance case

Over all assessment of annual confidential reports for crossing the efficiency bar

proposed to allow the crossing of Efficiency Bar, and particularly, these relating to his service during the previous three years so as to satisfy itself that the person's service has been reasonably "satisfactory" and not 'below average' or "poor;". The person satisfying the above criteria should be allowed to cross the "Efficiency Bar". If the service in the scale of pay is less than three years then the available Annual Confidential Report of the year, shall be taken into account.

- 54.1. If the pay of a University employee in revised scale happens to be above the efficiency bar, the bar does not operate in his case whether or not he had crossed it or had been held up at the efficiency bar in the old (un-revised) scale i.e. he escapes the efficiency bar.

Efficiency bar
in the revised
scale.

A University employee who is held up at the efficiency bar in the unrevised scale, should be granted the next increment on the date on which it is due in the revised scale provided that, if the authority competent to allow the University employee to cross the bar certifies that the University employee would have been allowed to draw the increment in the unrevised scale on an earlier date, the next increment shall be allowed on such earlier date.

- 55.1. A University employee required to hold charge of the current duties of one or more independent posts at one time, shall, while holding charge be granted by the appointing authority, special pay as indicated below for a period not exceeding six months:—

Combination of
appointments
special pay
grant of.

- (a) When a University employee holds additional charge of another post which is equivalent in rank to the post held by him, special pay may be granted to him at the rate of 1/10th of the presumptive pay of such other post for the period for which additional charge

thereof is held by him irrespective of the fact whether the duties and responsibilities of the second post are greater than those attached to his own post, subject to the condition that the second post is not one of the equivalent posts existing in the same office or unit under a common head having several officers/ Employees among whom work is suitably assigned. In such cases the charge of any post which falls vacant shall be held by one of the officers/ employees for technical reasons. But no extra remuneration shall be given and work may be managed by remaining officers/employees in the same office or unit with suitable adjustments.

(b) In case where a University employee holds additional charge of another post which is higher in rank than the post held by him in a substantive or officiating capacity, special pay may be granted at the rate 1/10th of the presumptive pay of such other post for which additional charge thereof is held by him.

55.2. The above arrangement may be continued for a period not exceeding six months and with the approval of the Vice-Chancellor for a period not exceeding 12 months, Board may for sufficient reasons, grant special pay for any period beyond 12 months.

56.1. Any claim for arrears of pay or allowance shall be preferred within six months from the date on which the same becomes due. A claim so preferred shall be paid by the Drawing and Disbursing Authority.

56.2. A claim preferred after six month but within twelve month shall state the reasons for delay. The Drawing Officer may sanction such claim if he is satisfied about the reasons for delay.

56.3 A claim preferred after twelve months but within thirty six months may be sanctioned by the Comptroller, only in genuine and exceptional cases.

56.4 A claim not preferred within the period allowed under the foregoing rules shall stand disallowed.

57 The period of six months for the purpose of rule 56.1 shall be calculated in the manner indicated below ;

(a) Claims for increments of pay :—

(i) In cases where no specific orders withholding a periodical increment have been issued before the date on which it falls due, the period shall be calculated from the date on which the increment falls due.

(ii) In cases where an increment has been withheld, the period shall be calculated from the date on which the increment is released.

(iii) In cases where an increment next above the efficiency bar is allowed or where a premature increment is granted, the period shall be calculated from the date of sanction of the increment.

(b) Claims for officiating pay and leave salary :—

The period shall be calculated from the date of issue of order granting the officiating promotion or sanctioning the leave.

(c) Claims resulting from the sanction given with retrospective effect :—

The period shall be calculated from the date on which sanction has been issued.

(d) Claims of pay and allowances not specifically covered by
CLAUSES (a) to (c) :-

The period shall be calculated from the date on which the order sanctioning the claim is issued.

***58.1. Special pay to cashier :**

- (i) The special pay shall be granted by the appointing authority at the rate of 2.1/2% of the amount of security which an employee is required to furnish subject to a minimum of Rs. 10/- and a maximum of Rs. 30/- per month.
- (ii) The special pay shall be admissible to clerks/senior clerks and equivalent categories (i. e. in the pay scale of Rs. 260-400-SG-350-500 and Rs. 330-560-SG-425-640) irrespective of pay drawn by the employee concerned as well as persons drawing pay in selection grades attached to such posts.

***58.2 Special pay to Typist :-**

- (i) Special pay of Rs. 10/- per month shall be admissible to a Typist for average turn out of 5250 words per day in Gujarati.
- (ii) Special pay of Rs. 20/- per month shall be admissible to a typist for average turn out of 8400 words per day in English and 6300 words per day in Gujarati.
- (iii) Special pay shall be sanctioned by the appointing authority.

* Added by the Board Management 8-11-76.

* Added by the Board of Management on 25-4-77.

58.3. Special pay to steno-typist English & Gujarati :-

Special pay shall be admissible to the steno-typist (English & Gujarati) at the following rates subject to the condition that he possess the speed as mentioned against the rate.

Rs. 20/- per month (i) English steno-typist possess speed of 80 words per minute.

(ii) Gujarati steno-typist possess speed of 60 words per minute.

Rs. 40/- per month (i) English steno-typist possessing speed of 100 words per minute.

(ii) Gujarati steno-typist possessing speed of 80 words per minute.

50/- per month (i) English Steno-typist possessing speed of 120 words per minute.

(ii) Gujarati Steno-typist possessing speed of 100 words per minute.

(iii) The special pay as mentioned in the above rule shall be admissible only to those who possess certificate for requisite speed from the state Board of Examination.

(iv) The special pay shall be admissible from the date of appointment or from the date

following the last date of the examination whichever is later. The special pay shall be sanctioned by the appointing authority.

***58.4 Special pay for Roneo work :**

The special pay shall be admissible to a peon/operator for doing roneo work at the following rate and condition.

1. Rates :-

- (i) Rupees three per month when number of stencils roneoed on each working day is more than 2 but not more than 14.
- (ii) Rupees six per month when number of stencils roneoed on each working day is 15 or more.

2. Conditions:-

- (i) The special pay shall be sanctioned by appointing authority.
- (ii) The drawing and disbursing authority shall record a certificate in the pay bill that the work was not less than the corresponding quantum prescribed above.
- (iii) The grant of special pay shall be admissible only if the print of the roneoed copies is neat and legible. The head of office shall see that the machine is kept in good condition, so that the special pay may not be denied for mechanical fault.

* Added by the Board of Management on 25-4-77.

FORM - I

(See Rule 6.1)

I hereby certify that I have examined Shri/Shrimati/Kumari _____
_____ a candidate for employment against the post of
_____ in the cadre of _____ in the

Gujarat Agricultural University who has signed/given impressions of his/her left hand thumb below, in my presence and cannot discover that he/she has any disease (communicable or otherwise), constitutional weakness or bodily infirmity except _____

2/- I do not consider this as a disqualification for employment in the office of the _____ as _____

3/- His/her age is according to his/her own statement _____ years and by appearance he/she is about _____ years of age.

4/- He/she has been vaccinated.

5/- Marks of identification _____

6/- Signature or left hand thumb
impression of the employee.

Place ;

Signature of the Medical Officer

Date ;

SCHEDULE IX
GUJARAT AGRICULTURAL UNIVERSITY
EMPLOYEES CONDUCT RULES

title and commencement

- 1.1. These rules may be called "The Gujarat Agricultural University Employees Conduct Rules" and they shall come into force with effect from such date as may be specified by the Board.*

Applicability

- 2.1. Unless otherwise specifically provided, these rules shall apply to all University employees whose conditions of service the University is competent to prescribe including all employees who are taken over and employed by the University alongwith the activities on or after 1-6-72 under the provision of the Gujarat Agricultural University Act, 1969.

EXPLANATION : For the purpose of these rules re-employed pensioners or probationers or persons appointed on contract shall be treated as University employees in permanent employ.

Definitions

- 3.1. In these rules unless the context otherwise requires :
- (1) "ACT" means the Gujarat Agricultural University Act, 1969.
 - (2) "COMPETENT AUTHORITY" in relation to the exercise of any power means the Board of Management or any other authority or the Vice-Chancellor or any University employee to whom the power may be delegated by Statute or by order.
 - (3) "MEMBERS OF THE FAMILY" in relation to an employee, includes :

* The rules have come in force with effect from 1-6-1974 as specified by the Board of Management on 8-6-1974.

(i) the wife, child or step-child of such employee residing with and dependant on him and in relation to an employee who is a woman, the husband residing with and dependant on her, and

(ii) any other person related, whether by blood or by marriage, to the employee or to such employee's wife or husband and wholly dependant on such employee, but does not include a wife or husband legally separated from the employee, or child or step child who is no longer in any way dependant upon him or her, or whose custody the employee has been deprived of by law.

(4) "UNIVERSITY" means the Gujarat Agricultural University.

(5) "UNIVERSITY EMPLOYEE" includes :—

(i) an officer of the University as defined in section 2(8) of the Act, 1969, excluding the Chancellor, Vice-Chancellor and the Director of Campus;

(ii) a teacher in the University as defined in section 2(17) of the Act, 1969, and

(iii) any other employee of the University other than an officer or Teacher,

Words and expressions used but not defined in these rules shall have the meanings assigned to them in the Gujarat Agricultural University Act, 1969.

4.1 (a) Every employee shall, at all times, maintain absolute integrity and devotion to duty, and also be strictly honest and impartial in his official dealings.

General

- (b) An employee should, at all times, be courteous in his dealings with other members of the staff, students and members of the public.
- (c) Unless otherwise stated specifically in the terms of appointment, every employee is a whole-time employee of the University, and may be called upon to perform such duties, as may be assigned to him by the competent authority, beyond scheduled working hours and on closed holidays and Sundays. These duties shall, inter alia, include attendance at meetings of Committees to which he may be appointed by the University or any of its authorities.
- (d) An employee shall be required to observe the scheduled hours of work, during which he must be present at the place of his duty.
- (e) Except for valid reasons and/or unforeseen contingencies, no employee shall be absent from duty without prior permission.
- (f) No employee shall leave station, except with the previous permission of proper authority, even during leave.
- (g) Whenever leaving the station, an employee shall inform the Head of the Office to which he is attached, or the higher authority, if he is himself the Head of the Office or the Vice Chancellor if he is an officer of the University, the address where he would be available during the period of his absence from station.

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

Taking part
in politics
and election

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

Provided that an employee of the University qualified to vote at such election may exercise his right to vote, but, where he does so, he shall give no indication of the manner in which he proposes to vote or has voted.

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

Connection with
Press or Radio
or Patents

- 6.2. No employee shall, except with the previous sanction of the competent authority, or any other authority empowered by it in this behalf, or in the bonafide discharge of his duties, participate in a radio broadcast or contribute any article or write any letter, either anonymously or in his own name or in the name of any other person to any newspaper or periodical.

Provided that no such sanction shall be required if such broadcast or such contribution is of a purely literary, artistic or scientific character.

NOTE: Subject to the restrictions noted below, members of the staff are at liberty, without any sanction as contemplated in rule 6(2) above, to publish their original scientific works in journals of repute in India and abroad. If, however, they wish to indicate their official designations in the articles they want to publish, previous sanction of the competent authority will be necessary.

Such article must be strictly confined to purely scientific subjects and should not touch upon administrative matters. They shall be free from all political things.

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

Criticism of the University.

- 7.1. No employee shall, in any radio broadcast or in any document published anonymously or in his own name or in the name of any other person or in any communication to the press or in any public utterance, make any statement of fact or opinion ;—
- (i) which has the effect of an adverse criticism of any current or recent policy or action of the University; or
 - (ii) which is capable of embarrassing the relations between the University and the Central Government or any State Government or any other Institution or organisation; or members of the public.

Provided that nothing in this rule shall apply to any statements made or views expressed by an employee in his official capacity or in the due performance of duties assigned to him.

Evidence before Committee or any other authority.

- 8.1. Save as provided in sub-rule (3) below, no employee shall except with the previous sanction of the competent authority, give evidence in connection with any inquiry conducted by any person, Committee or authority.
- 8.2. Where any sanction has been accorded under sub rule (1) an employee shall give evidence on facts but while giving such evidence shall not criticise the policy or any action of the University or the Central Government or any State Government.
- 8.3. Nothing in this rule shall apply to —
- (a) evidence given at any inquiry before any authority appointed by the University, by Parliament by a State Legislature, or

- (b) evidence given in any judicial inquiry; or
- (c) evidence given at any departmental inquiry ordered by the University authorities.

9.1. No employee shall, except in accordance with any general or special order of the competent authority, or in the performance, in good faith, of the duties assigned to him, communicate, directly or indirectly, any official document or information to any person to whom he is not authorised to communicate such document or information.

Unauthorised communication of information

10.1. No officer or employee of the University shall be offered nor shall be accept any remuneration for any work in the University save as such as may be prescribed for in the Statutes.

Gifts

10.2. No employee shall, except with the previous sanction of the competent authority, accept or permit any member of his family to accept, from any person, any gift of more than trifling value.

EXPLANATION : (i) The expression gift shall, include free transport, boarding, lodging or other service or any other pecuniary advantage when provided by any person other than a near relative, or personal friend having official dealings with the employee.

Note 1 : A casual meal, lift or other social hospitality shall not be deemed to be a gift.

Note 2 : An employee shall avoid accepting lavish hospitality or frequent hospitality from any individual having official dealings with him or from industrial or commercial firms, organisations etc.

(ii) For the purpose of this rule, any towel, key, other similar articles offered to an employee at the laying

of the foundation stone or the opening of a public building or any ceremonial function shall be deemed to be a gift.

Private Trade
or Employment

11.1. No Officer, teacher or other employee of the University shall, engage, directly, in any trade or business or any private tuition or undertake any employment outside his official assignments, except in the manner prescribed in the Statutes.

Investments,
lending and
borrowing

12.1. No employee shall speculate in any business nor shall he make or permit any member of his family to make, any investment likely to embarrass or influence him in the discharge of his official duties.

12.2. No employee shall lend money at interest to any person nor shall he borrow money from any person with whom he is likely to have official dealings.

Insolvency,
habitual
indebtedness
and criminal
proceedings.

13.1. An employee shall so manage his private affairs as to avoid habitual indebtedness or insolvency. When an employee is found liable to arrest for debt or has recourse to insolvency, or when it is found that a moiety of his salary is continuously being attached, he may be liable to dismissal. An employee who becomes the subject of legal proceeding for insolvency shall forthwith report full facts to the University.

13.2. An employee who gets involved in some criminal proceedings shall immediately inform the competent authority through the Head of the Office to which he is attached, irrespective of the fact whether he has been released on bail or not.

An employee who is detained in police custody, whether on criminal charge or otherwise, for a period longer than forty-eight hours shall not join his duties in the University unless he has obtained written permission to that effect from the Vice-Chancellor.

14.1. An employee shall, on first appointment in the University service and thereafter continue to hold any immovable property owned, acquired or inherited by him or held by him on lease or mortgage, either in his own name or in the name of any member of his family or in the name of any other person. Permission of the competent authority should invariably be taken when it is intended to acquire by purchase or by gift any immovable property.

Movable,
Immovable
and Valuable
Property.

14.2. An employee shall not make either in his own name or any person dependent upon him an investment which gives him such private interest in matters with which his public duties are connected as will be likely in the opinion of the competent authority to embarrass or influence him in the discharge of his duties.

15.1. No employee shall, except with the previous sanction of the competent authority, have recourse to any Court of Law or to the press for the vindication of any official act which has been the subject matter of adverse criticism or an attack of defamatory character.

Vindication o
acts and
character of
employees.

Provided nothing in this rule shall be deemed to prohibit an employee from vindicating his private character or any act done by him in his private capacity.

16.1. An employee intending to marry a person who holds a citizenship of another foreign country shall seek prior permission of the competent authority.

Marriages,
etc.

No employee who has a wife living shall contract another marriage without first obtaining the permission of the Board, notwithstanding that a subsequent marriage is permissible under the personal and religious law for the time being applicable to him and violation of these rules leads to immediate dismissal from the University service.

**Acting as
Arbitrator.**

17.1. An employee shall not act as an arbitrator in any case which is likely to come before him by virtue of any executive post which he may be holding,

**Recognition to
an association
of University
employee.**

18.1. The competent authority may, after such inquiry as it deems fit, grant recognition to an association of University employee on such conditions as may be prescribed under the statute from time to time.

Representations.

19.1. (a) Whenever an employee wishes to put forth any claim, or seeks redress of any grievance or of any wrong done to him he must forward his case through proper channel, and shall not forward advance copies of his application to any higher authority, unless the lower authority has rejected the claim, or refused relief, or the disposal of the matter is delayed by more than three months.

(b) No employee shall be signatory to any joint representation addressed to the authorities for redress of any grievance or of any other matter.

**Punishment
Appeals
etc .**

20.1. An employee shall, regarding imposition of penalties for breach of any of these rules, and regarding preference of appeals against any action taken against him be governed by the rules made in this behalf from time to time.

Interpretation.

21.1. The decision of the Board on all questions relating to the interpretation of these provisions shall be final.

SCHEDULE X
GUJARAT AGRICULTURAL UNIVERSITY
EMPLOYEES DISCIPLINE AND APPEAL RULES

1.1. These rules may be called "The Gujarat Agricultural University Employees Discipline and Appeal Rules" and they shall come into force with effect from such date as may be specified by the Board.*

Title and
commencement

2.1. Unless otherwise specifically provided, these rules shall apply to all University employees whose conditions of service the University is competent to prescribe, including all employees who are taken over and employed by the University alongwith the activities on or after 1-6-72 under the provision of the Gujarat Agricultural University Act, 1969.

Applicability

EXPLANATION : For the purpose of these rules reemployed pensioners or probationers or persons appointed on contract shall be treated as University employees not in permanent employ.

3.1. In these rules unless the context otherwise requires:-

Definitions

(1) "UNIVERSITY" means the Gujarat Agricultural University.

(2) "ACT" means the Gujarat Agricultural University Act, 1969.

(3) "APPOINTING AUTHORITY" means the authority empowered to appoint a University employee under Act and Statutes.

(4) "UNIVERSITY EMPLOYEE" includes :-

* The rules have come in force with effect from 1-6-1974 as specified by the Board of Management on 8-6-1974.

- (i) an officer of the University as defined in Section 2(8) of the Act, 1969 excluding the Chancellor; Vice-Chancellor and Director of Campus.
 - (ii) a teacher in the University as defined in Section 2(17) of the Act, 1969 and
 - (iii) any other employee of the University other than an officer or teacher.
- (5) "MISCONDUCT" If a University employee does any of the following things, that is to say ;
- (i) If he wilfully disobeys, or wilfully omits, for bears or neglects, to execute any lawful orders or instruction; or
 - or
 - * (i) (A) if he, being a teacher, commits a breach of any of the provisions of the code of conduct for the teachers of University, as prescribed in Appendix-B, hereto ; or
 - (ii) if he commits any wilful breach of the trust and duty of his office ; or
 - (iii) if he demands, accepts, or receives, by himself or another, in the discharge of his duties, any gift gratuity reward or remuneration except in accordance with such rules as may be prescribed by the University or any other competent subordinate authority; or
 - (iv) if he indulges in any un-lawful activity or in political preaching amongst the students or the employees of the University ; or
 - (v) if he does any such thing as under mines or is likely to undermine the prestige of the University, or is detrimental or likely to be detrimental to the interests

of the University or disturbs or is likely to disturb the harmony and cohesion of the corporate life of the University ; or

(vi) if, unless generally or specially empowered by the Vice-Chancellor, he communicates directly or indirectly to persons who are not in the service of the University or to the press, any document or information which has come into his possession in the course of his duties whether from official sources or otherwise; he shall be guilty of misconduct;

(6) "TRIBUNAL" means the Tribunal of Arbitration as provided in section 44 of the Gujarat Agricultural University Act, 1969,

(7) Words and expressions used but not defined in these rules shall have the meanings assigned to them in the Gujarat Agricultural University Act, 1969.

4.1, Where it is considered necessary to make special provisions for any University employee in respect of matters covered by these rules; the appointing authority may by agreement with such University employee, make such special provisions and thereupon these rules shall apply to such University employee except the special provisions so made.

Special
Provision
by Agreement

5.1. Nothing in these rules shall deprive any University employee of any right or privilege to which he is entitled—

Protection of
rights and
privileges
conferred by
any Law or
Agreement.

- (a) by or under any law for the time being in force, or
- (b) by the terms of any agreement subsisting between such person and University at the commencement of these rules.

6.1, Any one or more of the following penalties may for good and sufficient reasons, such as misconduct, moral turpi-

Discipline
Nature of
penalties

* Inscribed by the Board of Management on 8-11-76.

tudes neglect of duty, violation of any term or condition or service in efficiency, indiscipline criminal conviction, be imposed upon any employee of the University.

I - Minor Penalties

- (1) Censure.
- (1) (a) Fine
- (2) Withholding of increments including stoppage at an efficiency bar or promotion.
- (3) Recovery from his pay of the whole or part of any pecuniary loss caused to University by negligence or breach of orders.

II - Major Penalties

- (4) Reduction to a lower stage in the time scale of pay for a specified period.
- (5) Reduction to a lower time scale of pay, grade post or service.
- (6) Compulsory retirement.
- (7) Removal from service which shall not be a disqualification for future employment under University.
- (8) Dismissal from service which shall ordinarily be a disqualification for future under the University.

EXPLANATION :—Unless imposed as a penalty the following shall not ordinarily amount to a penalty within the meaning of this rule.

- (1) Withholding of increments in pay of a University employee for failure to pass a University or other

examination in accordance with the rules or orders in this behalf for the time being in force or in accordance with the terms of his appointment.

- (2) Stoppage of a pay of a University employee at the efficiency bar in the time scale on the ground of his unfitness to cross the bar.
- (3) Non-promotion whether in a substantive or officiating capacity of a University employee to a service, grade or post for promotion, to which he is in ordinary course eligible, on administrative grounds and not a measure of penalty on the ground of his misconduct.
- (4) Reversion to a lower service, grade or post of a University employee officiating in higher service grade or post on the ground that he is considered, after trial, to be unsuitable for such higher service, grade, or post or on purely administrative grounds.
- (5) Reversion to his permanent service, grade or post of a University employee appointed on probation to another service, grade or post during or at the end of the period of probation in accordance with the terms of his appointment or the rules and orders of University in this behalf for the time being in force.
- (6) Replacement of the service of a University employee who is on deputation/foreign service from Central Government or other State Government or any other authority, at the disposal of the deputing authority.
- (7) Compulsory retirement of a University employee in accordance with the provision of any law or rules for the time being in force relating to such retirement.

(8) TERMINATION OF SERVICE :

(a) of a University employee appointed on probation during or at the end of the period of probation in accordance with the terms of his appointment or the rules and orders of University in this behalf for the time being in force, or;

(b) of a University employee employed under a contract in accordance with the terms of such contract, or;

(c) of a temporary University employee on purely administrative grounds, or;

(d) of a University employee due to abolition of post or reduction of establishment on sufficient notice or;

(e) of a University employee due to continued absence from duty for a period of three years.

*6.2. In case of a breach by a teacher, of any of the provisions of the code of conduct for the teachers of the University, the Board of Management shall be the authority competent to impose on the teacher any penalty under these rules.

7.1. In the case of minor penalties specified in item (1) to (3) of rule 6.1, above, the nature of the allegations shall be communicated to the employee concerned and he shall be given a minimum period of two weeks from the date of receipt of the communication by him, to submit his explanation alongwith relevant documentary evidence, if any. Upon receipt of his explanation, or on the expiry of the period of two weeks given for submission of explanation the authority concerned, may after necessary examination of relevant facts and circumstances; either drop the case or decide to impose upon the employee concerned any one or more of the minor penalties.

Procedure
for imposing
minor
penalties

*Inserted by the Board of Management on 8-11-76.

7.2 In the case of major penalties as specified in item (4) to (8) of rule 6.1 above, the grounds on which it is proposed to take action shall be reduced to the form of a definite charge or charges and communicated to the employee concerned together with a statement of the allegations on which each charge is based and of any other circumstances which it is proposed to take into consideration in passing orders on the case. The employee charged shall be required to put in a written statement of his defence within three weeks from the date of receipt of the communication by him alongwith documentary evidence, if any. Upon receipt of the statement of defence, or on the expiry of three weeks given for submission of the statement of defence, or on the expiry period not exceeding two weeks as may be extended, the authority concerned may, after examination of relevant facts and circumstances, either drop the case or decide to proceed further. If it is decided to proceed further, a formal enquiry shall be held informing the employee concerned of the penalty provisionally proposed to be imposed on him and asking him to be present at the enquiry, if he so desires, and to produce further evidence, if any, in support of his defence. The authority concerned shall thereafter take decision on the findings of enquiry. If however, it is decided to impose a penalty higher than what was communicated to the employee at the stage of the formal enquiry, another opportunity will be given to him to submit a written defence against the higher penalty within weeks from the date of his receipt of the communications in this respect and if considered necessary, a fresh enquiry will be made and findings of such enquiry will be taken into account before final orders are passed.

NOTE: 1. For the purposes of Rules 7.1 and 7.2, it will be sufficient if the communication is signed by the Registrar of the University or any other officer duly

authorised by the Vice-Chancellor and is delivered to the employee concerned or sent by registered post to his address as recorded in the University.

NOTE ; 2. Subject to the direction of the higher authority, if any, the appointing authority shall be competent to initiate action on the basis of the allegations received or known to him and to take all subsequent decisions. Where the appointment is made with the approval of the Board of Management, the Vice-Chancellor shall take decision on the penalties to be finally imposed; with the approval of the Board of Management.

•Provided that the authorities mentioned in column 2 of the table hereto, may initiate action against any employee working under them and impose on such employee any of the penalties specified in column 3 of the table.

Sr.	Authority	Kind of penalty and extent
1.	Officers of the University.	(1) Censure (2) Fine upto Rs. 10/- in the case of an employee in grade IV.
2.	Head of office except Asstt. comptroller in the Vice-Chancellor's office	(1) Censure (2) Fine upto Rs. 5/- in the case of an employee in grade IV.

NOTE ; 3 No pleader shall be allowed to appear at the enquiry on behalf of the University or the person charged.

7.3. The provisions of Rules 7.1 and 7.2 shall not apply :

*Addedd by the Board of Management on 8-11-78.

- (i) Where a person is dismissed or removed or reduced in rank or made to retire prematurely on the ground*of conduct which has led to his conviction on criminal charge ; or
- (ii) Where the authority empowered to dismiss or remove or make him to retire prematurely is satisfied that for reasons to be recorded in writing, it is not reasonably practicable to give that person an opportunity of showing cause against the action proposed to be taken in regard to him ; or
- (iii) Where the security of the State is involved.

NOTE: If any question arises, whether it is reasonably practicable to give to any person an opportunity of showing cause under Rules 7.1 and 7.2 against the particular penalty proposed to be inflicted, the decision of the Vice-Chancellor shall be final.

- 8.1.** (a) A University employee may be placed under suspension by Appointing Authority or the Vice Chancellor.
- Suspension
- (b) The following principles shall be observed in ordering suspension of University employee ;
- (i) in case of criminal prosecution, a University employee shall be suspended if the charge against him is such that on being found guilty of it, he is likely to be sentenced to a term of imprisonment or on which he would be dismissed or removed from service, in a departmental enquiry, or if he has been refused bail by the court and committed to prison ;
 - (ii) in cases of gross misconduct, bribery or corruption, the question of suspension shall be consi-

dered with reference to the prima facie evidence available;

(iii) in all cases where there are reasons to believe that the University employee if allowed to continue in active service, might attempt to tamper with the evidence, he shall be required to proceed on such leave as may be due and admissible to him, or if there be no leave at his credit, on extra ordinary leave without pay. If he refuses to proceed on leave, he may be suspended;

(iv) the amount of subsistence allowance per month shall in each case, be decided by the authority ordering the suspension but in no case such allowance should exceed half the monthly pay of the employee at the time of suspension.

8.2. A University employee shall be deemed to have been placed under suspension by an order of appointing authority or by the Vice Chancellor;

(a) with effect from the date of his detention, if he is detained in custody whether on a criminal charge or otherwise, for a period exceeding forty-eight hours.

(b) with effect from the date of his conviction if, in the event of a conviction for an offence, he is sentenced to a term of imprisonment exceeding forty-eight hours and is not forthwith dismissed or removed or compulsorily retired consequent upon such conviction.

8.3 Where a penalty of dismissal, removal or compulsory retirement from service imposed upon a University employee under suspension, is set aside in appeal or on review under these rules and the case is remitted for further inquiry or action or with any other directions, the

order of his suspension shall be deemed to have continued in force with effect on and from the date of original order of dismissal, removal, or compulsory retirement and shall remain in force until further orders.

- 8.4. Where a penalty of dismissal removal or compulsory retirement from service imposed upon a University employee is set aside or declared or rendered void in consequence of or by a decision of a court of law, and the Authority on a consideration of the circumstances of the case, decides to hold a further inquiry against him on the allegations on which the penalty of dismissal, removal, or compulsory retirement was originally imposed, the University employee shall be deemed to have been placed under suspension by the appointing authority, from the date of the original order of dismissal, removal or compulsory retirement and shall continue to remain under suspension until further orders.
- 8.5. An order of suspension made or deemed to have been made under this rule shall continue to remain in force until it is modified or revoked by the authority competent to do so.
- 8.6. Where a University employee is suspended or is deemed to have been suspended, in connection with any disciplinary proceeding or otherwise and any other disciplinary proceeding is commenced against him during the continuance of such suspension the authority competent to place him under suspension may for reasons to be recorded by him in writing direct that the University employee shall continue to be under suspension until the termination of all or any of such proceedings.
- 8.7. An order of suspension made or deemed have been made under this rule may at any time be modified or revoked

by the authority which made or is deemed to have made in or by any authority to which that authority is subordinate.

PROVISION, REGARDING EMPLOYEES WHO ARE ON FOREIGN SERVICE/DEPUTATION FROM CENTRAL GOVERNMENT OR OTHER STATE GOVERNMENT.

- 9.1. When an order of suspension is made against a University employee who is on deputation/foreign service from Central Government or other State Government or an authority subordinate thereto or a local or other authority, the deputing authority shall forthwith be informed of the circumstances leading to his order of suspension.
- 9.2. The penalties specified in item (1) to (3) of rule 6.1 shall be imposed on him after consultation with the deputing authority,
- 9.3. If the authority is of the opinion that any of the penalties specified in items (4) to (8) of rule 6.1 should be imposed on him, it shall place the services of such an employee back at the disposal of the deputing authority and transfer to it the proceedings of inquiry for such action as may be deemed necessary.
- 10.1 An employee of the University aggrieved by an order imposing upon him any penalty or penalties specified in rule 6.1 shall be entitled to prefer, within one month from the date of receipt of such order, an appeal through the officer or authority or body passing such order to the Board of Management.

Appeal .

Provided that appellate Authority shall be (i) The Tribunal of Arbitration constituted under Section 44 of the Gujarat Agricultural University Act, 1969 in the case of any officer, teacher of the University appointed under a written contract, and (ii) the Board, in any other case.

- 10.2. Every appeal preferred under Rule 10.1 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. Every such appeal shall be submitted through the Head of the office to which the appellant belongs or belonged.
- 10.3. The decision of the Appellate Authority shall be final and no second appeal shall lie in any case.

REVIEW

UNIVERSITY'S POWER TO REVIEW

- 11.1. Notwithstanding anything contained in these rules, the University may, on its own motion or otherwise, after calling for the record of the case, review any order passed by any authority which is made or is appealable, or which is deemed to have been made or to be appealable, under these rules.
- (a) confirm, modify or set aside the orders ;
 - (b) impose any penalty or set aside, reduce, confirm or enhance the penalty imposed by the order ;
 - (c) remit the case to the authority which made the order or to any other authority directing such further action or inquiry, as it considers proper in the circumstances of the case, or
 - (d) pass such other order as it deems fit ;
- Provided that—
- (i) an order imposing or enhancing a penalty shall not be passed unless the person concerned has been given an opportunity of making any representation which he may wish to make against such enhanced penalty;

- (ii) If the University proposes to impose any of the penalties specified in items (4) to (8) of rule 6.1 in a case where an inquiry has not been held, it shall, subject to the provision of rules hold such inquiry or direct some persons to hold such inquiry in accordance with the provisions of rules and thereafter on consideration of the proceedings and record of such inquiry and after giving the persons concerned an opportunity of making any representation which he may wish to make against such penalty pass such orders as it may deem fit.

REVIEW OF ORDER IN DISCIPLINARY CASES :

- 11.2. The authority to which an appeal against an order imposing any of the penalties specified rule 6.1 lies may, of its own motion or otherwise, call for the record of any proceeding under these rules and review any order passed in such a case.

Provided that no action under this rule shall be taken after the expiry of a period of more than six months from the date of such order.

REVIEW BY UNIVERSITY OF ITS OWN ORDER ;

- 11.3. The University may review its own order provided that following conditions are fulfilled, namely :

- (i) There is some error apparent on the face of the record, or
- (ii) there are other sufficient reasons for review :

Provided that the penalty inflicted on a University employee shall not be enhanced unless he has been given an opportunity to show cause why such penalty should not be enhanced.

Provided further that none of the penalties specified in items (1) to (3) of rule 6.1 shall be changed to any of the penalties specified in items (4) to (8) of the said rule 6.1 unless the procedure laid down in rule 7.2 has been followed :

11.4 No proceedings of review under this rule shall be commenced until after :

- (i) the expiry of the period of limitation for an appeal, or
- (ii) the disposal of the appeal, when any such appeal has been preferred.

APPENDIX-B*
CODE OF CONDUCT FOR THE TEACHERS OF THE
GUJARAT AGRICULTURAL UNIVERSITY

Whereas the teacher conscious of his responsibilities and the trust placed in him to mould the character of the youth and to advance knowledge, intellectual freedom and social progress, is expected to realise that he can fulfil the role of moral leadership more by example than by precept through a spirit of dedication, moral integrity and purity in thought, word and deeds, now therefore in keeping with the dignity of his calling, this code of conduct for the teachers of the Gujarat Agricultural University is hereby laid down to be truly, faithfully and ethically observed both in private and public conduct:-

- | | |
|--|---|
| Title | 1.1 This code may be called "the code of conduct for the teachers of the University". |
| Applicability | 2.1 Unless otherwise specifically provided this code shall apply to all the University teachers whose conditions of service the University is competent to prescribe. |
| Devotion to duties and maintenance of integrity. | 3.1 Every teacher shall at all time maintain absolute integrity and devotion to duty and in his way of living and outlook, every teacher shall so conduct himself as to set and example to his colleagues and students. |
| | 3.2 A teacher shall not discriminate against any pupil or his colleagues on grounds of caste, creed, sect, religion, sex, nationality or language or any of them. A teacher shall not raise question of cast, creed, religion, race or sex for improvement of his prospect. |
| | 3.3 Every teacher shall diligently perform his academic duties such as preparation of lecture, demonstration, assesment, guidance, invigilation etc. |

*Passed by the Board of Management on 8-11-76.

- 3.4 A teacher shall not deliberately or even inadvertently indulge in evident partiality in assessment of students, like deliberately over making, under making or attempts at victimisation on any grounds.
- 3.5 A teacher, shall not incite students against other students, colleagues or administration of the University. This however does not restrict the right of a teacher to merely express his opinion on matters of principals which do not result into incitement of students in seminar or other places where students are present.
- 3.6 A teacher shall not refuse to carry out any decisions given by a competent authority of the University. This will not however inhibit his right to express his opinion in a representation which he may make as permissible under the Act, statute and regulations.
- 4.1 Every teacher engaged in research shall display integrity, honest, sincerity of purpose and truthfulness. He shall not tamper with facts and figures to suit a particular purpose. He shall see that things as they are and draw conclusions from accurate observations and correct reasoning. In order to achieve this, he shall develop objectively and courage to face facts. He shall not allowed spurious reasoning or external influence to lid him away from facts. This shall not restrict his freedom of conducting research.
- 4.2 Every teacher engaged in research shall develop balance between the mental and physical qualities, what may be called poise. He shall develop this ability by seeing things in there true proportions and threw a process of self imposed discipline.
- 5.1 For effective extension work in closing the gap between discovery of knowledge through research and putting the

Moral of Research workers

Moral of Extension workers

findings into practice on the farm, in the home and in the community. Every teachers engaged in extension education shall be dedicated to the task of helping people learn to put knowledge, to work for them, to put it to use in ways that result in improvements on their farm in their living standards and ways of making a living.

- 5.2 Every teacher engaged in extension education shall not impose his notions on others but he shall create situation, in which others develop educationally. A teacher engaged in extension education shall not teach what he desire, believes and thinks but he shall create learning situation, in relation to the content to be study. Effective extension worker is dedicated to hard work, study, construction and the will to achieve proficiency.

Enforcement

- 6.1 Every teacher shall at all time conduct himself in accordance with the provisions of this code.
- 6.2 The authority under whom a teacher is working shall see that the provisions of the code of conduct are strictly observed by the teacher, In case, any breach of the code, on the part of the teacher is notice by the authority, it shall immediately make a report thereof to the committee appointed by the academic council for the purpose. The committee shall consist of such Deans/Associate Deans as may be nominated by the academic council. On receipt of the report the committee shall hold on inquiry into the alleged breach and submit its report to the Vice-Chancellor together with its findings in respect of the allaged breach. In conducting, the inquiry the committee shall give the concerned teacher an opportunity of being heard. The Vice-Chancellor shall submit the report to the Board of Management for final decision.

SCHEDULE XI

STUDY LEAVE RULES FOR GUJARAT AGRICULTURAL UNIVERSITY EMPLOYEES

Rules regarding Study Leave for higher studies and for educational purposes in India and Abroad for the employees of the Gujarat Agricultural University.

Title, Extent
and
commencement.

- 1.1. (i) These rules shall be called "Study Leave Rules for the Gujarat Agricultural University Employees".
- (ii) They shall come into force at once on approval of the Board of Management. *
- (iii) They shall apply for higher studies and for other educational purposes in India and Abroad, with the regard to the exigencies of University service and of definite advantage from the point of view of University interest and related to the sphere of duties of University employees.
- (iv) For the purpose of these rules.
- (a) Gujarat Agricultural University Employees shall mean and include such staff in the service of the University and employees taken over and employed by the University alongwith the activities on or after 1-6-72 under the Act,
- (b) Purposes of Study Leave shall include :
- (1) Higher studies leading to post-graduate Degrees/ Diplomas.
- (2) Other educational purposes like (i) Research (ii)

* The rules have come in force with effect from 1-6-74 as specified by the Board of Management on 8-6-1974.

Higher Studies in Extension Education. (iii) Study tour approved by the University and (iv) any other education purposes approved by the Academic Council.

(c) If the facility for study is available in India, study leave for study abroad shall not be granted, provided that if a candidate does not get admission in India, but gets admission in abroad, his case be considered on merit.

2.1. Any employee as defined in Rule (iv)(a) above may be eligible for study leave on following conditions.

Eligibility.

(a) Any employee should have put in at least five years of service in the University.

(b) An employee above the age of 45 years will not be eligible for study leave for the purposes of higher studies leading to Post-graduate degree/diploma.

(c) An employee who is due to retire or has the option to retire from University service within three years of the date on which he is expected to return to the duty after the expiry of study leave shall not ordinarily be granted study leave.

2.2. Not more than two persons from any discipline shall be granted study leave at a time.

2.3. Study leave will not be a matter of right.

3.1. An applicant for study leave shall apply in writing at least four months prior to the date of availing study leave to the Registrar through the Head of the Institution in which he is working, specifying the nature, purpose and duration of his intended study leave provided that the Vice-Chancellor may consider application for such leave at shorter notice in special circumstances. He shall

Application .

also submit his detailed programme, if possible with his leave application.

Maximum
period of
study leave

- 4.1. (i) The maximum period of study leave granted at a time shall not exceed three years. The period of study leave granted in each case will be determined on the merits of each individual application. Any other kind of leave may be combined with study leave, and that the total period of such combined leave would not exceed three years excluding joining time from his headquarter to place of study and back.
- (ii) The period of study leave except leave due and admissible under leave rules granted by the University will be leave without pay.
- (iii) Period of study leave will be counted as service for increments, promotion and pension but not for leave.

Stipend and other
Allowances

- 5.1 When a person is granted study leave, he shall be paid stipend as shown below for his entire period of study leave :
- (a) In India upto Rs. 250/- per month.
- (b) In abroad upto Rs. 500/- per month.
- 5.2. A person granted study leave may also be paid partly or wholly the educational fees keeping in view the stipend sanctioned under rule 5.1 above, and the benefits of fellowship assistanceship, scholarship or other financial benefit if any, availed of by him under rule 9.1 of these rules.
- 5.3. He may be paid :

- (a) Class of railway and steamer fare to which he is entitled from place of his headquarter to his place of study and back.
- (b) If for the purpose of his studies abroad, it is necessary for him to travel by rail, III class railway fare in Great Britain and U.S A. and II class railway fare everywhere else.

Provided that such fare will be paid on condition that the incumbent is not in receipt of reimbursement of this expenditure from any other source.

5.4. He will be paid family allowance of 50 per cent on his basic salary but upto a maximum of Rs. 350/- per month.

6.1. (i) In making application for study leave, the applicant shall undertake to remain in the service of the University, if the latter so desires, without claiming an increase in salary as a matter of right on account of improvement in his qualification or experience during such leave for at least three years if the period of his study leave is upto one year, and five years if the period is over one year, after his return to duty.

Agreement
Bond.

(ii) A person who avails himself of study leave shall enter into an agreement which shall be executed on Government Stamp paper, with the University to refund the whole of the amount drawn by him as salary/leave salary or stipend or family allowance or travelling fare or educational fees or any other amount as he may have drawn during the period of study leave or such part thereof as the University may determine, with interest at one per cent more than the prevalent bank rate, if he gives up the service of the University within the period of three or five years as the case may be after his return to duty.

(iii) The agreement to be entered into by the person granted study leave shall be backed by not more than two sureties who are sole owners of aggregate landed property worth double the amount involved in

the employee's agreement or by not more than two permanent employees of the University whose aggregate balance of Provident Fund Accounts is equal to the amount they assure. Provided however that if the surety is a permanent employee of the Gujarat Agricultural University at least of a Professor's or of an Associate Professor's rank, the condition of his having landed property or having a balance of Provident Fund equal to the amount involved in the employee's agreement, may be waived.

(iv) A University employee who has been granted study leave shall be required to submit periodical reports of his progress in studies.

(v) In case he is to be dismissed or removed from University service during the period of Agreement bond for proved mis-conduct, he will have to refund all expenses incurred by the University during the period of study leave or such part thereof with interest at one per cent more than the prevalent bank rate.

Execution of

(vi) An employee who has been granted study leave shall be required to execute a bond as given in Appendix B annexed to these rules before the commencement of the study leave.

Failure to complete study.

7.1.

In case the person who has been granted study leave, fails to complete the course successfully, he will be required to give reasons for the failure which will be considered by the Academic Council. The Academic Council reserve the right to accept or reject the explanation.

In case the explanation is considered by the Academic Council to be unsatisfactory, the person concerned will be required to refund the whole amount paid to him by the University with interest of one per cent per annum above the prevalent bank rate from the date of the failure.

8.1. (i) A committee of Deans and Associate Deans and Registrar shall scrutinize the study leave applications and may recommend them to the Vice-Chancellor for consideration.

Authority to sanction study leave.

(ii) On recommendations of the Committee referred in Rule 8(1) above, Vice-Chancellor in the case of study leave in India may sanction the study leave to the applicant stating the period and terms and conditions on which leave is sanctioned.

(iii) In case of study leave outside India, the Vice-Chancellor shall put the recommendation before the Board of Management through the Finance Committee and the Board may sanction study leave to the applicant stating the period and terms and conditions on which leave is sanctioned.

9.1. The candidate to whom the study leave is granted may avail of the benefit of any fellowship, Assistanceship, Scholarship, or any other financial benefits with the permission of the University provided that he shall not ordinarily receive any stipend but in cases where the net amount of remuneration received in respect of fellowship, assistanceship, scholarship or any other financial benefits (arrived at by deducting from remuneration any cost of fees paid by the employee) is less than the stipend that would be admissible but for the remuneration, the difference between the net remuneration and stipend may be granted by the University.

Permission to obtain fellowship, Assistanceship, Scholarship.

APPENDIX 'B'
(See Rule 6,1 (vi)).

BOND FOR UNIVERSITY EMPLOYEES PROCEEDING
ON STUDY LEAVE UNDER THE STUDY LEAVE
RULES CONTAINED IN SCHEDULE-XI
TO STATUTE 27-A (11) OF FIRST
STATUTES.

KNOW ALL MEN BY THESE PRESENTS THAT WE, Shri _____
_____ resident of _____ in the
District of _____ at present employed as _____
in the service of the Gujarat Agricultural University (hereinafter called "the
obligor") and (2) Shri _____ son of _____
resident of _____ and (3) Shri _____
son of _____ resident of _____

(hereinafter called "the sureties") do hereby jointly and severally bind
ourselves and our respective heirs, executors and administrators to pay to the
Gujarat Agricultural University (hereinafter called "the University") on demand
the sum of Rs. _____ (Rupees _____)
together with interest thereon from the date of demand at one per cent per
annum more than the prevalent bank rate, or, if payment is made in a country
other than India, the equivalent of the said amount in the currency of that
country converted at the official rate of exchange between that country and India
AND TOGETHER with all costs between attorney and client and all charges and
expenses that shall or may have been incurred by the University.

Signed and dated this _____ day of _____

one thousand nine hundred and _____
Signature of the obligor

Sureties _____ (1)

(2)

Witness _____ (1)

(2)

WHEREAS the obligor is granted study leave by the University :

AND WHEREAS for the better protection of the University, the obligor has agreed to execute this bond of the above bounden _____

NOW THE CONDITION OF THE ABOVE WRITTEN OBLIGATION IS THAT in the event of the obligor Shri _____ resigning from service without returning to duty after the expiry or termination of the period of study leave or at any time within a period of three years/five years after his return to duty, the obligor and the sureties shall forthwith pay to the University or as may be directed by the University on demand the said sum of Rs. _____ (Rupees _____) together with interest thereon from the date of demand at one per cent per annum more than the prevalent bank rate.

AND upon the obligor, Shri _____ and/or Shri _____ and/or Shri _____ the sureties aforesaid making such payment the above written, obligation shall be void and of no effect otherwise it shall be and remain in full force and virtue.

PROVIDED ALWAYS that the liability of the sureties hereunder shall not be impaired or discharged by reason of time being granted or by any forbearance, act or omission of the University or any person authorised by it (whether with or without the consent or knowledge of the sureties) nor shall it be necessary for the University to sue the obligor before suing the sureties Shri _____ and Shri _____ or any of them for amounts due hereunder.

Signed and delivered by the obligor above named Shri _____ in the presence of _____ signed and delivered by surety above named Shri _____ in the presence of _____ signed and delivered by surety above named Shri _____ in the presence of _____

ACCEPTED

For and on behalf of the University.

SCHEDULE XII

*Rules of Travelling and Daily Allowance for the members of the Board of Management, Officers of the University and non-official members of the Academic Council and other committees constituted under Section 30 of the Gujarat Agricultural University Act, 1969.

APPLICABILITY ;

1. These rules shall apply to :

- (1) The members of the Board of Management not excluding the Director of Campus ;
- (2) Officers of the University, excluding Chancellor, Vice-Chancellor;
- (3) Non-official members of the Academic Council ; and
- (4) Non-official members of the other committees constituted under Section 30 of the Gujarat Agricultural University Act, 1969 (hereinafter referred to as member);

travelling on duty to attend a meeting or meetings called by the authorities or the University and/or the business of the University.

TRAVELLING ALLOWANCE TO AND FROM REGISTERED ADDRESS/HEAD QUARTER.

2. When a member/officer undertakes a journey from the place of his registered address/headquarter to the actual place of duty and back, he shall be paid Travelling Allowance under these rules.

CALCULATION OF T.A. BY SHORTEST ROUTE :

When a member/officer travels by rail/car owned or hired/ S.T. Bus or any other mode of transport, the travelling allowance admissible under these rules shall be calculated by the shortest route from the place of registered address/ headquarters of the member/officer to the actual place of duty unless otherwise permitted by the Vice-Chancellor as a special case.

* The rules have come in force with effect from 16-3-74 as specified by the Board of Management on 4-5-74.

PERIOD FOR SUBMISSION OF CLAIMS :

4. A member/officer claiming travelling and Daily allowances under these rules shall submit his bill to the University within a period of one year from the date of return to the registered address/headquarters of officer/member or from the first day of the next month if tour continues over that date. No claim submitted after the above date shall be entertained unless the Vice-Chancellor authorises payment of such claims after satisfying himself about sufficient reasons.

T.A. FOR A MEETING/MEETINGS ON CONSECUTIVE DAYS :

5. When the same member has to attend the meeting or meetings on consecutive days, mileage allowance shall be payable only once.

JOURNEYS BY CONCESSIONAL TICKETS :

6. When concessional tickets at reduced rates are available, and the concession has been availed of by the member/officer, the actual cost of travelling allowance at concessional rate shall be reimbursed.

PART OF THE JOURNEYS FROM PUBLIC AUTHORITY :

7. Whenever a member/officer has claimed travelling allowance for any part of the journey from any public authority, that part shall be excluded from the total claim.

JOURNEY BY UNIVERSITY VEHICLE :

8. If a member/officer travels by the University vehicles, he shall not be paid any mileage allowance.

JOURNEY BY AIR :

- 9.1. A member/officer may travel by air with permission of the Vice-Chancellor.

- 9.2. When a member/officer travels by air, he shall be paid actual fare paid plus the incidental charges as may be prescribed by the Board of Management from time to time.

JOURNEY BY RAIL :

- 10.1. A member/officer shall be entitled to travel in first class by rail.
- 10.2. A member/officer may at his discretion travel in air-conditioned first class by rail, when he travels in air-conditioned first class by rail, he shall be entitled to actual fare plus incidental charges as may be prescribed from time to time.
- 10.3. When a member/officer travels in first class or lower class by rail, he shall be entitled to actual fare, plus incidental charges as may be prescribed by the Board of Management from time to time.
- 10.4. When a member/officer has travelled different portion of the rail journey in different classes, or has performed different part of the journey by rail, steamer etc. fare will be calculated for each such part in accordance with provisions of these rules.

JOURNEY BY STEAMER :

- 11.1. When a member/officer travels by steamer, he shall be entitled to actual fare paid plus incidental charges as may be prescribed by the Board of Management from time to time.

JOURNEY BY ROAD :

- 12.1 When the two places are connected by rail and the member/officer performs a journey in a private car owned, or hired, he shall be entitled to mileage allowance at the prescribed rate limited to the amount of first class fare and incidental charges as may be prescribed by the Board of Management from time to time provided that the above limit of first class railway fare plus incidental

charges at the prescribed rate shall not be insisted upon. If a member/officer certifies that the journey by car was inevitable:

Provided that when the two places are connected by rail and the member of the Board of Management performs a journey in a private car owned or hired, he shall be entitled to mileage allowance at the rate as may be prescribed by the Board of Management from time to time.

- 12.2. When the two places are not connected by rail and the member/officer actually performs a journey in a private car owned or hired, he shall be entitled to mileage allowance at the rate as may be prescribed by the Board of Management from time to time.
- 12.3. When a member/officer actually performs a journey by the S.T. bus, he shall be entitled to the actual fare plus half bus fare, the half bus fare being limited to one prescribed daily allowance at ordinary rate.

DAILY ALLOWANCE :

- 13.1. In addition to the travelling allowance, the member/officer shall be entitled to receive daily allowance at the rates prescribed by the Board of Management from time to time.
- 13.2. Daily allowance as the prescribed rate at which it is admissible for halt on that day shall also be admissible for the day of departure from the registered address/headquarters of the member/officer and also for the day of arrival at the registered address/headquarters of the member/officer, subject to condition that not more than one daily allowance shall be admissible for one calendar day.
- 13.3. When a member/officer travels in University car or vehicle, he shall be entitled to the daily allowance at the rates prescribed by the Board of Management from time to time.

- 13.4. No daily allowance shall be admissible to a member/officer for Sundays and Holidays fully spent out of the place of halt.
- 13.5. Whenever a member has to attend two or more meetings of the University with an interval of not more than one day between two such meetings, he shall be entitled to receive daily allowance for the day intervening between the two meetings, except when the previous permission of the Vice-Chancellor has been obtained for drawing two separate travelling allowance.
- 13.6. When a member/officer undertakes a journey for University business at the place of halt outside Gujarat State and incurs expenditure on hiring vehicles, he shall, on production of the certificate to that effect be entitled to the actual fare paid subject to the limits as may be prescribed by Board of Management from time to time.

T. A. WITHIN THE RADIOUS OF 8 KMS.

- 14.1. A member residing at or within a radius of 8 kms. of the place where University business is conducted will be paid out of pocket expenses of Rs. 7.50 per meeting per day attended by him at that place.

REPEAL

- 15.1. The Rules previously approved by the Board of Management for travelling and halting allowances for ;
- (i) Officers of the University ; and
 - (ii) Members of the Board of Management and other and other Committees are hereby repealed, non-official members of the Academic Council
- (1) Notwithstanding anything contained in the foregoing rules, the travelling allowances including mileage allowance, daily allowance and incidental charges payable under these rules, shall be paid at the same rates at which such allowances are paid to employees of the State of Gujarat under the rules or orders made by the State Government from time to time.
- (2) In the case of journey undertaken by an employee on or after 1-4-1975, the travelling allowance including mileage allowance, daily allowance and incidental charges, payable to such employee, shall be calculated at the rate then applicable to the employees of the State of Gujarat.

SCHEDULE XIII

*Rates of Daily Allowance, mileage allowance etc. for the Members of the Board of Management, Officers of the University and non-official members of the Academic Council and other committees.

The rates of Daily Allowance, incidental charges, mileage allowance etc. for the members of the Board of Management, Officers of the University and non-official members of the Academic Council and other committees constituted under Section 30 of the Gujarat Agricultural University Act, 1969 shall be as under :

	Special rate per day		Ordinary rate per day	
	for halts in A'bad	for halts in 'A' Class City	for halts in 'B' Class City	For halts at other place.
	1	2	3	4
	Rs.	Rs.	Rs.	Rs.
(1) For halt of each calender day.	20.00	28.00	22.40	16.00
(2) For halt of two calenear days but within 24 hours.	20.00	28.00	22.40	16.00
(3) For halt of each calendar day if lodging & boarding are provided free of cost by the University or by any Govt., Semi-Govt. or Public Body/Trust.	5.00	7.00	5.60	4.00
(4) For halt of each calendar day if either lodging or boarding is provided free of cost by the University or by any Govt., or Semi-Govt., or by Public Body/Trust.	10.00	14.00	11.20	8.00

* Passed by the Board of Management on 16-3-74.

For this purpose 'A' Class, 'B' Class cities shall be as under :

'A' Class cities : Bombay, Calcutta, Delhi and Madras.

'B' Class cities : Bangalore, Hyderabad, Kanpur, Poona, Agra, Allahabad, Jaipur, Lucknow, Madurai, Nagpur and Varanasi.

INCIDENTAL CHARGES FOR JOURNEYS BY RAIL :

- 2.1. The rate of incidental charges for journeys performed air-conditioned first class by Rail shall be three paise per k.m. limited Rs. 11/- for a journey of 24 hours or a part thereof.
- 2.2. The rate of incidental charges for journeys performed in first class or lower class by Rail shall be four paise per Kilo-Metre limited to Rs. 16/- for a journey of 24 hours or a part thereof.

INCIDENTAL CHARGES FOR JOURNEYS BY AIR :

- 3.1. The incidental charges admissible for journeys by Air shall be equal to 1/5th of the actual air fare limited to Rs. 10/-. If the return Air journey is performed within 24 hours, the incidental charges shall be Rs. 16/- (inclusive both ways).
- 3.2. The actual insurance charges paid for air travel shall be reimbursed subject to a limit of Rs. 10/- per trip (each way).

INCIDENTAL CHARGES FOR JOURNEY BY STEAMER :

- 4.1. The incidental charges admissible for journeys by Steamer shall be equal to one actual fare of class of accommodation availed of.

THE MILEAGE ALLOWANCE FOR JOURNEYS BY ROAD :

- 5.1. The rate of mileage allowance for journeys, performed

in a private car, owned or hired, shall be Rupee, 0.75 per k.m. This rate shall be effective from 3.11.73*.

RATES OF DAILY ALLOWANCE FOR JOURNEYS PERFORMED IN A UNIVERSITY CAR OR VEHICLE :

- 6.1. The rate of Daily Allowance for journeys performed in a University car or vehicles shall be as under :
- i) When the absence from registered address/Head Quarters is less than six hours, no daily allowance shall be admissible.
 - ii) When the absence from registered address/Head Quarters is more than six hours but less than twelve hours the rate of daily allowances shall be Rs. 6.40 for that day.
 - iii) When the absence from registered address/Head Quarters is more than twelve hours but less than twenty four hours, the rate of daily allowance shall be Rs. 12.80 for that day.
 - iv) When the absence from registered address/Head Quarters is more than twenty four hours the rate of daily allowance shall be Rs. 12.80 for absence of twenty four hours or a part thereof.

RATES FOR HIRING VEHICLES :

7. For the journeys outside Gujarat State the actual cost for hiring vehicles shall be paid on production of the certificate to that effect subject to the following limits :
- (i) For 'A' Class cities upto Rs. 25/- per day.
 - (ii) For 'B' Class cities upto Rs. 15/- per day.
 - (iii) For other places upto Rs. 5/- per day.
- * (1) Notwithstanding anything contained in the foregoing rules, the travelling allowances including mileage allowance, daily allowance and incidental charges payable under these rules, shall be paid at the same rates at

* Revised by the Board of Management on 4-9-74.

which such allowances are paid to employees of the State of Gujarat under the rules or orders made by the State Government from time to time.

- (2) In the case of journey undertaken by an employee on or after 1-4-1975, the travelling allowances including mileage allowance, daily allowance and incidental charges, payable to such employee, shall be calculated at the rate then applicable to the employees of the State of Gujarat.

* Added by the Board of Management on 11-8-75.

SCHEDULE XIV

Travelling and Daily Allowance Rule for the Vice-Chancellor of the Gujarat Agricultural University*

- (1) These rules shall apply to the Vice-Chancellor of the Gujarat Agricultural University for travelling on duty for the University outside his headquarters.
- (2) In all cases, the travelling allowance shall be calculated from the place of registered address of the Vice-Chancellor to the actual place of duty and back.
- (3) The Vice-Chancellor shall be entitled to travel by Air or in first class or in Air-conditioned first class by rail.
- (4) When the Vice-Chancellor travels by road, the mileage allowance shall be calculated for the route actually used.
- (5) When the Vice-Chancellor has claimed travelling allowance for any part of the journey from any public authority or Government, that part shall be excluded from the claim.
- (6) If the Vice-Chancellor travels by a University vehicle, he shall not be entitled to any mileage allowance.
- (7) When the Vice-Chancellor travels by Air or by Rail or by Bus, he shall be paid actual fare paid by him plus incidental charges at the rate of four paise per kilometre limited to Rs. 18/-** per calendar day or the part thereof.
- (8) When the Vice-Chancellor travels by his own conveyance he shall be paid mileage allowance at the rate of Rs. 1/- per kilometre.
- (9) 1. In addition to the mileage allowance, the Vice-Chancellor shall be entitled to receive the daily allowance as under for half of each calendar day or part thereof.

* The rules have come in force with effect from 1-6-74 as specified by the Board of Management on 8-6-74.

** Revised by the Board of Management on 11-8-75.

VICE-CHANCELLOR :

- 1) For halts in 'A' Class cities : Actual expenditure incurred limited to Rs. 100/- but not less than Rs. 32/-.
- 2) For halts in 'B' Class cities: Actual expenditure incurred limited to Rs. 80/- but not less than Rs. 26/-
- 3) For other places : Actual expenditure incurred limited to Rs. 60/- but not less than Rs. 18/-.

For this purpose for 'A' Class cities and 'B' Class cities shall be as prescribed by the Government from time to time.

- (9) 2. Daily allowance at the rate of Rs. 18/- per calendar day shall also be admissible for the day of departure and for the day of the arrival irrespective of the time at which journey starts or ends.
- (1) Notwithstanding anything contained in the foregoing rules, the travelling allowances including mileage allowance, daily allowance and incidental charges payable under these rules, shall be paid at the same rates at which such allowances are paid to employees of the State of Gujarat under the rules or orders made by the State Government from time to time.
- (2) In the case of journey undertaken by an employee on or after 1.4.1975, the travelling allowances including mileage allowance, daily allowance and incidental charges, payable to such employee, shall be calculated at the rate then applicable to the employees of the State of Gujarat.

+ Revised by the Board of Management on 11-8-75.

* Added by the Board of Management on 11-8-75.

SCHEDULE XV

Rules regarding grant of Festival Advance to employees of Gujarat Agricultural University.

- 1.1. These rules may be called "the rules regarding grant of Festival Advance to employees of Gujarat Agricultural University", and they shall come into force at once.* Title and commencement
- 2.1. In these rules unless the context otherwise requires : Definition
- (1) 'ACT' means the Gujarat Agricultural University Act, 1969.
- (2) "EMPLOYEE" includes :
- (i) A 'Teacher' in the University as defined in Section 2(17) of the Act, and
- (ii) Any employee of the University other than an officer of the University as defined in Section 2(8) of the Act.
- For the purpose of these rules.
- (3) "FORMS" means a form appended to these rules.
- (4) "HEAD OF OFFICE" means an officer, a Teacher or other employee of the University declared as such under the statute^s.
- (5) "PAY" means and includes the following :
- (i) Pay officiating or substantive or notional pay or pay in a tenure post.
- (ii) Special pay including non-practising allowance.
- (iii) Personal pay; and
- (iv) Any other emoluments which may be specially classed as "Pay" by the Board.
- (6) "UNIVERSITY" means the Gujarat Agricultural University.

* The rules have come in force with effect from 8-6-74 as specified by the Board of Management on 8-6-74.

The words and expressions used in the Act but not defined in these rules shall have the meaning assigned to them in the Act.

Grant of Festival Advance for certain festivals

3.1. The Festival Advance shall be granted to the employee on the eve of the following important festivals.

- (1) Diwali.
- (2) Ramzan Id.
- (3) Christmas.
- (4) Samvatsari.
- (5) Pateti New Year.
- (6) Vaishakhi Purnima (Budha Jayanti).
- (7) Guru Nanak Jayanti.
- (8) Independence Day.
- (9) Republic Day.
- (10) or any other festival declared as such for the purpose of these rules by the Board.

Admissibility of advance

- 4.1.** The advance shall be granted to all employees drawing basic pay not exceeding Rs. 1200/- per month whose conditions of service the University is competent to prescribe including all employees who are taken over and employed by the University alongwith the activities on or after 1-6-1972 under the provision of the Gujarat Agricultural University Act, 1969.
- 4.2.** The concession under the rules shall be admissible to work-charged staff and full time IV grade employees paid from contingencies who are likely to continue in service for more than 12 months beyond the month of drawing of the advance.
- 4.3.** The advance shall be admissible only to those who are on the duty or on leave other than leave preparatory to retirement at the time of advance is drawn.
- 4.4.** The advance shall be admissible only on one occasion in a calendar year even if the festival for which advance is granted falls twice in a year.

NOTE : During the calendar year 1967 and 1968, festivals of Id were on the 13th January, 1967 and the 2nd January, 1968 respectively. A question arose whether payment of the festival advance falling on the 2nd January, 1968 could be made during December 1967 in respect of employees who were paid the advance in January, 1967. In such marginal cases, the above condition shall be relaxed as and when necessary in respect of all employees to whom the advance is otherwise admissible under these rules.

4.5. No advance shall be granted to the employee who is under suspension. In a case in which an advance was sanctioned before the employee was suspended, he shall not be permitted to draw the advance during the period of suspension.

4.6. The concession under the rules shall not be admissible to casual or part-time employees on daily, weekly, fortnightly or monthly wages.

4.7. The concession under the rules shall not be admissible to temporary employees who are not likely to continue in University service for a period of atleast 12 months beyond the month in which the advances is drawn.

5.1. The amount of advance admissible shall not exceed Rs. 250/- (Ruppees two hundred and fifty only) or one month's basic pay whichever is less. In respect of whole time IV grade employees on a consolidated pay the advance shall not exceed one month's basic pay.

**Amount of
advance admissible**

6.1. A drawing and disbursing officer shall draw the amount of the advance sanctioned under the rules before the date on which the festival falls, but such amount shall not be disbursed more than 12 days before such date.

7.1. The advance shall be recovered in ten equal monthly instalments, the first instalment commencing with the next month's pay bill i.e. from the pay bill of the month following the one in which the advance is drawn.

**Recovery of
Advance**

8.1. The temporary employee or the work charged staff or whole time IV grade employee paid from contingencies

Surety Bond

shall furnish surety bond, in the Form I appended to these rules, along with the application for grant of advance, from permanent employee of State Government or University having a status comparable to or higher than that of employee who applies for the advance.

*The Registrar shall sanction the advance to the employees working in the Vice-Chancellor's office.

**Authority
Competent to
sanction advance**

9.1. The head of the office shall be competent to sanction advance under the rules to the staff working in his office.

*The Registrar shall sanction the advance to the employees working in the Vice-Chancellor's office.

9.2. The head of the office granting the advance shall ensure that the conditions of grant of the same are fulfilled.

9.3. The head of office shall be responsible for ensuring that the advance is fully adjusted and recovered in stipulated manner.

9.4. The expenditure on this account shall be debited to the head "Festival Advance" under the "Deposit and Advance" and recoveries thereof shall be credited to the said head.

**Account of
Advance**

10.1. A Register in Form II appended to these rules shall be maintained by the head of the office, for watching the recoveries of the advance.

10.2. The schedule of recoveries in form III appended to these rules shall be attached to the relevant pay bills.

Last-Pay Certificate

11.1. When the employee is transferred to another office, the amount of advance paid, voucher number and date of payment, the number of instalments recovered to date, the balance to be recovered, the designation of drawing and disbursing officer etc. should be mentioned in the last pay certificate of the incumbent.

11.2. In a case where the employee is transferred to another office, the details of recoveries shall be obtained from the office in which he is transferred and recovery watched till the whole amount is recovered.

* Inserted by the Board of Management on 24-12-75.

FORM I

(See Rule 8.1)

FORM OF SURETY BOND FOR FESTIVAL ADVANCE

KNOW ALL MEN BY THESE PRESENTS THAT I _____
son of _____ IN THE DISTRICT OF _____
Employed as a permanent _____ in the _____
_____ (hereinafter
called the "Surety") am held and firmly bound unto the Vice-Chancellor, Gujarat
Agricultural University, (hereinafter called "the University" which expression shall
unless the context otherwise admit include his successors and assigns) in the
sum of Rs. _____ (Rupees _____ only) to be paid
to the University for which payment to be well and truly made, I hereby bind
myself, my heirs, executors, administrators and representatives firmly by these pre-
sents. In witness whereof I set my hand this _____ day of _____
one thousand nine hundred and _____ WHEREAS

_____ SON OF _____ a resident of _____ in the District of _____
_____ at present employed as a temporary _____ in the
_____ (hereinafter called the "Borrower") has at his own request,
been granted by the University, a loan of Rs. _____ (Rupees _____
_____ only) for the festival of _____ AND
WHEREAS THE Borrower has undertaken to repay the said amount in _____
_____ equal monthly instalments, the first of such instalments shall be
paid in the month of _____.

AND WHEREAS in consideration of the University having agreed to grant the
aforesaid advance to the Borrower the surety has agreed to execute the above
bond with such condition as is hereunder written.

NOW THE CONDITION OF THIS OBLIGATION is such that if the said Borrower
shall, while employed in the said _____ duly and regularly pay or cause
to be paid to the University by instalments until the said sum of Rs. _____
only shall be duly paid, then this bond shall be a void, otherwise the same shall

be and remain in full force and virtue. **BUT SO NEVERTHELESS** that if the **Borrower** shall die or become insolvent or at any time cease to be in service of the **University** the whole or so much of the said principal sum of Rs. _____ (Rupees _____ only) as shall then remain unpaid shall immediately become due and payable to the **University** and recoverable from the surety in one instalment by virtue of this bond.

THE obligation undertaken by the surety shall not be discharged or in any way affected by an extension of time or any other indulgence granted by the **University** to the said **Borrower**.

Signed and delivered by
said _____
at _____ This _____
Day _____ 19 _____.

Signature address
occupation of the Witness.

Signature of _____
Designation _____
(Office to which attached)

In the presence of
1. _____
2. _____

FORM II

(See Rule 10.1)

**REGISTER OF FESTIVAL ADVANCE AND RECOVERY MADE
THEREFORE FOR THE YEAR 19.....**

Sr. No.	Date	Name and Designation of the employee.	Voucher number.	Authority by whom the advance sanctioned.	Amount of advance.	Outstanding balance remained on 1st April if any.
1.	2.	3.	4.	5.	6.	7.

RECOVERY DURING THE MONTH OF

April Vr.Amt. No.	May Vr.Amt. No.	June Vr.Amt. No.	July Vr.Amt. No.	August Vr.Amt. No.	Sept. Vr.Amt. No.	Oct. Vr.Amt. No.	Nov. Vr.Amt. No.	Dec. Vr.Amt. No.
8.	9.	10.	11.	12.	13.	14.	15.	16.

RECOVERY DURING THE MONTH OF

Jan. Vr.Amt. No.	Feb. Vr.Amt. No.	March Vr.Amt. No.	Total recovered during the year.	Balance on 31st March if any.	Remarks.
17.	18.	19.	20.	21.	22.

FORM III

(See Rule 10.2)

Schedule of Recoveries of Festival Advance for the month of.....

Sr. No.	No. & date of the Vr. in which the advance has been drawn.	Designation of the drawing Officer who drew the advance	Amt. of advance.	Amount Recovered		Remarks
				No. of Instal.	Amt.	
1	2	3	4	5A	5B	6

Part A-(for recoveries made by the Officer who made the payment.)

Part B-(for recoveries of advance drawn and paid by other drawing officers.)

Total of Part A/B						
--------------------------	--	--	--	--	--	--

SCHEDULE XVI

GUJARAT AGRICULTURAL UNIVERSITY EMPLOYEES TRAVELLING ALLOWANCE RULES

CHAPTER I

TITLE, APPLICABILITY AND DEFINITIONS

- 1.1. These rules may be called "The Gujarat Agricultural University Employee Travelling Allowance Rules," and they shall come into force with effect from such date as may be specified by the Board.* Title and commencement
- 2.1. Unless otherwise specifically provided, these rules shall apply to all University employees whose conditions of service the University is competent to prescribe. Applicability
- 2.2. These rules shall also apply to :—
- (a) all employees of the Govt. of Gujarat who are taken over and employed by the University alongwith the activities on or after 1.6.1972 and who have opted for permanent absorption in the service of University under clause (b) of sub-section (2) of Section 52 of the Gujarat Agricultural University Act, 1969;
 - (b) all employees of the Institute of Agriculture, Anand, who are taken over and employed by the University alongwith the activities with effect from 1-6-1972.
 - (c) all employees of the Agricultural School, Aliabada who are taken over and employed by the University alongwith the activities with effect from 1-2-73.
- 2.3. These rules shall also apply to the persons who are on deputation to this University.
- 3.1. In these rules, unless the context otherwise requires :— Definitions
- (1) 'ACT' means the Gujarat Agricultural University Act, 1969.

* The rules have come inforce with effect from 8-6-74 as specified by the Board of Management on 8-6-74.

- (2) "CONTROLLING OFFICER" means an officer/teacher or an employee declared as such under statute 28.
- (3) "DAY" means a calendar day beginning and ending at midnight, but an absence from headquarters which does not exceed twenty four hours shall be reckoned for all purposes as one day at whatever hours the absence begins or ends.
- (4) "DAILY ALLOWANCE" means a uniform allowance for each day of absence from headquarters on duty, which is intended to cover the ordinary daily charges incurred by the employee in consequence of such absence.
- (5) "DUTY" means the period for which the duty pay is drawn.
- (6) "EMPLOYEE" includes:—
- (i) A "Teacher" in the University as defined in section 2(17) of the Act; and
 - (ii) Any employee of the University other than officer of the University as defined in Section 2(8) of the Act; for the purposes of these rules.
- (7) "FAMILY" means an employee's wife (not more than one wife) or husband as the case may be, residing with the employee and legitimate children including legally adopted children and step children residing with and wholly dependent upon the employee and widowed mother residing with and wholly dependent on him. It includes, in addition, parents, sisters and minor brothers if residing with and wholly dependent upon the employee.
- (8) "PAY" means and includes the following :
- (i) Pay officiating or substantive notional pay or pay in a tenure post.
 - (ii) Special pay including non-practicing allowance.
 - (iii) Personal pay.
 - (iv) Any other emoluments which may be specially classed as 'Pay' by the Board.

The words and expressions used in the Act but not defined in these rules shall have the meaning assigned to them in the Act.

* Deleted by the Board of Management on 24-5-76.

CHAPTER II

GRADE OF EMPLOYEES AND GENERAL CONDITIONS FOR GRANT OF TRAVELLING ALLOWANCE

*4.1. For the purposes of calculating travelling allowance, the employees are divided into following grades.

**Grades of
employees for
travelling
allowance**

(i) The first grade includes :—

all employees who are in receipt of pay not less than Rs. 1000/- a month.

(ii) The second grade includes :—

all employees who are in receipt of pay not less than Rs. 450/- a month but less than Rs. 1000/- a month.

(iii) The third grade includes :—

all employees who are in receipt of pay not less than Rs. 275/- a month but less than Rs. 450/- a month.

(iv) The fourth grade includes :—

all employees who are in receipt of pay less than Rs. 275/- a month.

4.2. The travelling allowance including daily allowance of an employee, who is promoted, reverted or granted an increment or whose pay is revised or refixed with retrospective effect shall not be revised except when promotion, reversion, etc, implies an actual change of duties. All travelling allowance claims in such cases shall be regulated on the basis of pay actually drawn when the travelling is done irrespective of whether a particular travelling allowance bill is prepared before or after the issue of orders sanctioning promotion, reversion etc.

4.3. The grade of re-employed pensioner shall be determined :—

**Grade of
reemployed
pensioner**

(i) on the basis of the pay actually received from time to time where the pension is held in abeyance, and;

* Revised by the Board of Management on 12-6-77.

- (ii) where the pension is allowed to be drawn in addition to pay on the basis of his re-employment, pay plus pension subject to the proviso that if the sum of such pay plus pension exceeds the pay of the post, if it is on a fixed rate of pay, or the maximum pay of the post if it is on a time scale of pay, such excess shall be ignored. Pension for the purpose of this rule means the amount of pension originally sanctioned i.e. before commutation, if any and also includes the pensionary equivalent of death-cum-retirement gratuity if any.

Grade of employees in transit.

- 4.4. An employee in transit from one post to another ranks in the grade to which the holding of the lower of two posts would entitle him to belong.
- 4.5. If the initial order of transfer is modified while the employee is in transit, his travelling allowance shall be regulated in accordance with the initial pay or the final order of transfer, whichever entitles him to rank in the lower grade. Provided that if the initial order entitled him to travelling allowance in a higher grade, he may be allowed to claim travelling allowance admissible according to that grade on his certifying that he actually travelled by the higher class.

NOTE : "Transit" may include a period of leave.

Grade of part time University employee.

- 4.6. An employee whose whole time is not retained for the University service or who is remunerated wholly or partly by honoraria, ranks in such grade as Vice-Chancellor may, with due regard to status, order.

Places which are treated as headquarters of the employee.

- 5.1. The headquarters of an employee are either the station which has been or may be declared to be his headquarters by the authority which appoints him or in absence of such orders, the station where the records of his office are kept.

Sphere of duties of employees.

- 6.1. The Vice-Chancellor or any other competent authority may define the limits of sphere of duty of any employee.

- 7.1. A University employee is on tour when he is absent on duty from his head quarters, either within, or with proper sanction, beyond his sphere of duty. In case of doubt the controlling officer may decide whether a particular absence is absence on duty for the purposes of this rule.
- 8.1. No bill for travelling allowance shall be paid unless it is countersigned by the controlling officer.
- 9.1. The form of T.A. Bill shall be as may be prescribed by the Comptroller with the concurrence of the Vice Chancellor.

When employee is said to be on tour.

Payment of Bill.

T.A. Bill Form.

CHAPTER III

KINDS OF TRAVELLING ALLOWANCES AND CONDITIONS GOVERNING THEIR GRANT

**Mileage
allowance**

I. MILEAGE ALLOWANCE (GENERAL) :

10.1. A mileage allowance is an allowance calculated on the distance travelled and it shall be given to meet the cost of a particular journey, for University business,

**Mileage
allowance
calculated by
the shortest
or cheapest route.**

11.1. The travelling allowance under these rules shall be calculated by the shortest or cheapest route from the place of headquarters to the actual place of duty unless otherwise permitted by the competent authority.

11.2. The shortest route shall be that by which traveller can most speedily reach his destination by the ordinary modes of travelling. In case of doubt a competent authority may decide which shall be regarded as the shortest of two or more routes.

11.3. If an employee travels by a route which is not the shortest, but is cheaper than the shortest, his mileage allowance shall be calculated on the route actually used.

11.4. When journey between two stations can be performed by two routes, only one which is authorised, travelling allowance by the other route may be allowed, provided it is cheaper.

**Mileage allowance
by route other
than the shortest
and cheapest
limits to**

12.1. A competent authority may for special reasons which shall be recorded permit mileage allowance to be calculated on a route other than the shortest or cheapest, provided that the journey is actually performed by such route and provided that the travelling allowance calculated on such route does not exceed that calculated on the shortest route by more than 50 per cent.

**Mileage allowance
admissible when
the employee
travels in lower
class.**

13.1. If an employee or a member of his family travels in a class of accommodation lower than that to which he is entitled, he shall be allowed the fare of the class of accommodation actually used plus the incidental charges admissible to him according to his grade.

14.1. An employee travelling on duty within eight K.M. of headquarters or within the Municipal limits, whichever is further, shall not be entitled to daily allowance or mileage allowance.

Mileage is not admissible within 8 K.M.

II. MILEAGE ALLOWANCE FOR JOURNEYS BY RAIL :

15.1. The provision for the class of accommodation for the journey performed by an employee shall be as follows :

Employees of the First or Second Grade.	The higher of the two classes, even if it be first class.
Employees of the Third and Fourth Grade.	The lower of the two classes.

*15.2. Employees in receipt of pay of Rs. 2250/- per month and above shall be entitled to travel on tour by air condition class.

15.3. For the journeys other than journey on transfer, the mileage allowance admissible to employees shall be one fare actually paid of the class of accommodation to which he is entitled to plus the incidental charges as laid down in rule 16.1 below.

15.4. When concessional tickets at reduced rates are available and concession has been availed of by the employee, the actual cost of travelling allowance at concessional rate shall be reimbursed.

Journeys by concessional tickets.

16.1. The rates of incidental fare admissible shall be as follows ;

Allowance for incidental expenses

	Grade of employees	Rate of Incidental (per K. M.)	Maximum for every 24 hours journey of part thereof.
1.	First Grade	4 paise.)
2.	Second Grade	3 paise.	) One daily allowance.
3.	Third and Fourth Grade.	2 paise.)
4.	For those travelling in air conditioned class.	3 paise.	Rs. 11/-

* Substituted by the Board of Management on 12-6-77.

T.A. for journey first class or lower class admissibility of

17.1. When an employee of the first grade travels in first class or lower class by rail he shall be entitled to actual fare plus incidental charges at four paise per K. M. limited to Rs. 16/- for a journey of 24 hours or a part thereof.

T.A. for journey performed in different classes.

18.1. When an employee has travelled different portion of rail journeys in different classes, fare shall be calculated for each such part in accordance with the provisions of these rules.

Payment of charges for sleeping accommodation.

19.1. If an employee entitled to travel in a higher class by railway, travels in lower class and pays extra charges for sleeping accommodation provided by the Railways for lower class passengers during night journeys the Controlling Officer may allow the fare of accommodation actually used inclusive of the charges for the sleeping accommodation, provided such fare does not exceed the fare of the class by which the employee is entitled to travel.

*19.2. Employees of all grades will be entitled to reimbursement of reservation charges paid for securing seat/bearth in respect of journey by rail or other public conveyance in addition to the fare.

T.A. for journeys in Air conditioned II Class.

20.1. Employees entitled to travel in I Class by Railway may be held eligible to travel in air conditioned II class of the Deluxe Train.

T.A. for journeys by Mail/Express Trains.

21.1. An employee may at his discretion travel by passenger/ Express/Mail trains but when actual fares are claimed by Mail/Express trains, a certificate to the effect that the journey was performed by Mail/Express trains should be recorded by the claimant in the T.A. Bill.

III. MILEAGE ALLOWANCE FOR JOURNEYS BY AIR :

What constitutes journey by air

22.1. For the purposes of rules in this sub-chapter "travel by air" means journeys performed in the machines of public air transport companies regularly plying for hire. It does not include journeys performed by private aeroplanes or air taxis.

* Added by the Board of Management on 12-6-77.

22.2. An employee of the first grade drawing pay of Rs. 1100/- and above p.m. may travel by air with the previous permission of the Vice-Chancellor.

* 22.2(1) An employee who is entitled to travel by air on tour as indicated above may also travel by air alongwith the members of his family in respect of journeys on transfer.

22.3. When the employee travels by air, he shall be paid actual fare paid plus incidental charges as prescribed in rule 22.4 below.

22.4. The incidental charges admissible for journey by air shall be equal to 1/5 of the actual air fare limited to Rs. 10/-. If the return air journey is performed within 24 hours, the incidental charges shall be Rs. 16/- (inclusive both ways).

22.5. The actual insurance charges paid for air travel shall be reimbursed subject to a limit Rs. 10/- per trip each way.

IV. MILEAGE ALLOWANCE FOR JOURNEYS WITHIN THE LIMITS OF INDIAN WATERS BY SEA OR RIVER STEAMER :

23.1. For the purpose of calculating mileage allowance, the employees shall be considered to be entitled to accommodation to the following scale :—

Mileage allowance for journey in steamer classes of accommodation.

- | | |
|-----------------------------------|---|
| (i) Employee of the first grade | Highest class. |
| (ii) Employee of the second grade | If there be two classes only the higher class. If there are more than middle class. |
| (iii) Employee of the third grade | The lowest class. |

Provided that the Vice-Chancellor may permit any employee, to travel in higher class in case the arrangement of classes shown above involves hardships.

23.2. The mileage allowance for employees of all grade shall be double the single fare of the class in which he is entitled to accommodation under above rule.

Mileage allowance for steamer journeys on tour rate of

Added by the Board of Management on 12-6-77.

NOTE : 1 For the purposes of this rule, 'fare' means the lowest rate for the class of accommodation to which the employee is entitled.

NOTE : 2 In cases where steamer company has two rates of fare one inclusive and one exclusive of diet, the word 'fare' in this rule should be held to mean fare exclusive of diet.

V. MILEAGE ALLOWANCE FOR JOURNEYS BY ROAD :

Road mileage
rates of

The rates of mileage allowance admissible shall be as under ;—

24.1. (a) The University employees using their own conveyance :

An employee of the first and second grade :

*Motor car	90 paise per km
Motor cycle/scooter	25 paise per km
Any other means of conveyance	25 paise per km

An employee of the third grade

Motor cycle/scooter	25 paise per km
Any other means of conveyance.	25 paise per km

An employee of the fourth grade.

Any means of conveyance	25 paise per km
-------------------------	-----------------

(b) University employees hiring a conveyance :

- | | |
|---|--|
| i) An employee of the first and second grade. | The actual cost of hiring the conveyance in whole or in part subject to a limit of 90 paise per km. |
| ii) An employee of the 3rd grade. | The actual cost of hiring not more than two seats in conveyance subject to a limit of 25 paise per km. |

* Revised by the Board of Management on 4-9-'74

(ii) An employee of the 4th grade. The actual cost of hiring one seat in a conveyance subject to a limit of 23 paise per km

(c) University employees borrowing a conveyance :

University employee of First, Second and Third grade. The expenses actually paid by the borrower subject to the limit prescribed for the employees of the respective grade in (i) or (ii) above whichever is less.

NOTE : 1 Short journeys within a radius of eight km. from headquarters may not be added to other journeys when calculating the distance travelled by road or the amount of mileage allowance for road journeys.

NOTE : 2 Two or more University employees travelling on duty in the same conveyance may not all draw mileage for the journeys but only that employee who either owns the conveyance or has borrowed or hired it, may draw mileage and daily allowance if admissible, while the rest may draw travelling allowance admissible under rules.

NOTE : 3 Vouchers should be attached to every such T.A. Bill presented for payment. If vouchers are not available the employee should certify that to the best of his knowledge the claim is correct. But when the whole conveyance is hired, a voucher should invariably be required.

24.2. In calculating mileage allowance for journey by road fraction of a k.m. in each item of bill should be rounded off to the nearest figure; half and more being taken as one k.m. being ignored.

Mileage allowance by road rounding of fractions of the k.m.

(d) Journeys by public conveyance :

25.1. The mileage allowance admissible to an employee travelling in a motor vehicle plying regularly for the conveyance of passengers, shall be the cost of single seat.

Travelling allowance admissible when two places are connected by road.

Travelling allowance admissible when the two places are connected by rail.

25.2. When two places are connected by rail and the employee performs a journey by road in a public vehicle plying regularly for the conveyance of passengers, he shall be entitled to the following amounts whichever is greater provided that the total of such amounts shall not exceed the amount of railway fare plus incidental charges admissible to him under the rules.

(i) One and half times of the cost of single seat in a bus service the extra half limited to daily allowance.

(ii) One fare plus incidental charges admissible to him had he performed the journey by rail.

25.3. The actual cost shall be calculated on the basis of the class actually used subject to the maximum limits laid down in rule 23.1(b).

25.4. Employee claiming travelling allowance at higher rates shall furnish the following certificate in their T.A bills before submission to the controlling officer for counter-signature.

"I certify that I did not perform the road journey for which mileage allowance under rule 24.1(b) above, by taking a single seat in a motor vehicle plying regularly for conveyance of passengers.

I also certify that the journey was not performed in any other vehicle without payment of its higher charges or incurring its running expenses."

This certificate shall be recorded by the employee himself if he is his own Controlling Officer.

VI DAILY ALLOWANCE :

Daily allowance to be drawn while on tour.

26.1. Except where otherwise expressly provided in these rules, an employee may draw travelling allowance for journeys on tour, in the shape of daily allowance.

26.2. The rates of daily allowance admissible to employees shall be as follows :

Pay Range	Rate of Daily Allowance
(1) Rs. 1000/- and above	Rs. 18/-
(2) Rs. 700/- to Rs. 999	Rs. 14/-
(3) Rs. 450 to Rs. 699	Rs. 11/-
(4) Rs. Rs. 275/- to Rs. 499/-	Rs. 9/-
(5) Rs. less than Rs. 275/-	Rs. 8/-

Rate of daily allowance for halt at Ahmedabad are 25% more than the normal rates.

Rates of daily allowance for halts out side the State are as under:-

Place of halt	Rate of increase over normal D. A. (Rate admissible under rule 26.2)
A class cities. (Bombay, Calcutta, Delhi and Madras).	75 %
B class cities. (Bangalore, Hyderabad, Kanpur, Poone, Agra, Allahabad, Jaipur, Lucknow, Madurai, Nagpur and Varansi).	40 %

26.3. For halt at each calender day if lodging and boarding are provided free of cost to the employee by the University or by any Govt./Semi Govt./Public body or Trust, he shall draw 1/4th of the rate of daily allowance admissible to him at the station.

Rate of D.A. if lodging and boarding are provided by the University/Govt. Public body/Trust.

26.4. For halt at each calendar day if either lodging or boarding is provided free of cost to the employee by the University or by any Govt./Semi Govt./Public Body or Trust, he shall draw half of the rate of daily allowance admissible to him at the station.

Rate of D. A. if either lodging or boarding is provided by the University/Govt. Public Body/Trust.

26.5. When an employee travels in University car or vehicle, he shall be entitled to claim the daily allowance as under :—

Rate of D.A. when journey is performed in University vehicle.

- | | |
|---|------------|
| (i) If the absence from headquarters does not exceed six hours. | No Payment |
| (ii) If the absence from headquarters exceeds 6 hours but does not exceed 12 hours. | 2/5th D.A. |
| (iii) If the absence from headquarters exceeds 12 hours. | 4/5th D.A. |

26.6

Daily allowance for continuous halt for more than 10 days.

27.1. Daily allowance may not be drawn for a continuous halt of more than 10 days at any one place; provided that a competent authority may grant general or individual exemption from the operation of this rule, on such conditions as it thinks fit if it is satisfied :

- (a) that prolonged halts are necessary in the interests of the University service, and
- (b) that such halts necessitate continuous after first 10 days to curtail extra expenses upon the halting employee.

27.2. For the halt in excess of 10 days, the daily allowance may be allowed upto the extent shown below by the authorities as mentioned against them.

(1) Teachers of the University.	Vice-chancellor	(i) Upto first 20 days at full rate.
(2) Other employees in the Vice-Chancellor Office.	Registrar	(ii) For the next 10 days at 3/4 rate.
(3) Other employees in the zone.	Director of Campus concerned.	(iii) For the next 60 days at half rate. (iv) For the remaining period- Nil.

NOTE : While sanctioning the Daily allowance at above rates for the above halts, necessary certificate to the effect that prolonged halts were necessary in the interest of University service should be given by the above authorities.

When halt is terminated.

27.3. After a continuous halt of 10 days' duration that halting place shall be regarded as the employee's temporary head quarters.

27.4. A halt is continuous unless terminated by an absence on duty at a distance from the halting place exceeding 8 k.m. for a period including not less than three nights.

* Deleted by the Board of Management on 11-8-75.

However a halt shall be considered to be terminated when the employee returns to his headquarters eventhough the return may be less than 3 nights. For this purpose, absence on leave is not absence on duty and shall not be regarded as an interruption of halt.

27.5. In calculating the duration of a halt, any day on which the employee travels at a distance from the halting place exceeding 8 k.ms. shall be excluded.

27.6. Casual leave taken and holidays enjoyed during tour for which no daily allowance is admissible shall be excluded in computing the total period of halt.

28.1. Unless in any case it be otherwise expressly provided in these rules, a daily allowance may be drawn while on tour by every employee, whose duties require that he should travel and may not be drawn except while on tour.

Daily Allowance admissible when absence from headquarters on duty.

29.1. Daily allowance may not be drawn for any day on which an employee does not reach a point outside the radius of eight kms. from his H.Qs. or beyond the Municipal limits whichever is further or he returns to his H.Qs. from a similar point.

Daily allowance when not admissible though absence from H.Qs. on duty.

NOTE : Employees detailed for work in connection with elections to the Central or State Legislature, Village Panchayats and District Local Boards shall be exempted from the operation of this rule.

30.1. Subject to the conditions laid down in rules 27.1 and 27.2 daily allowance may be drawn during a halt on tour or on holiday occurring a tour.

NOTE : 1 An employee who takes Casual leave when on tour shall not be entitled to draw daily allowance during such leave, but if he returns to his H.Qs. or proceeds to another place of halt after expiry of Casual leave, he may draw mileage allowance for the journey by the shortest route from the old place of halt to the place at which duty is resumed after the Casual leave is availed of.

NOTE 2 (i) In accordance with the definition of the term "day" an absence from H.Qs. which does not exceed

24 hours though it may begin and end on different calendar days, shall be reckoned as one day for the purposes of travelling allowance. For such an absence an employee shall be restricted to one day's daily allowance which may be exchanged for mileage allowance by road, railway or steamer. When an employee leaves his head quarters on one day and returns the next day and claims daily allowance for more than one day, the hours of departure from and of return to headquarters must be given.

(ii) An employee on tour may draw daily allowance on a Sunday or a public holiday intervening his halt, if he certifies that he had not returned to his H.Qs. for attending to his private business on that day and has spent at least a portion of such day at the camp.

(iii) An employee, who leaves a place, at which he has been halting on tour precisely at midnight shall be entitled to draw daily allowance, if otherwise admissible in respect of the halt for the 24 hours immediately preceding his departure.

NOTE : An employee who proceeds first on C.L. from H.Qs. and resumes duty at an out-station on tour may draw T.A. from the place where C.L. is spent to the place of tour limited to that admissible between H.Qs. and the tour station.

Daily allowance
in addition to
mileage
allowance.

31.1. In addition to mileage allowance as admissible, an employee shall be entitled to daily allowance as under in accordance with the rates laid down in rule 26.2 above subject to the following restrictions.

(i) If the absence from headquarters does not exceed six hours on any day, no daily allowance shall be admissible.

(ii) If the absence from H.Qs. exceeds six hours, but does not exceed 12 hours, half the rates of daily allowance shall be admissible.

(iii) If the absence from H.Qs. exceed 12 hours, the employee shall be entitled to the full rate of daily allowance.

- (iv) If the employee leaves the H.Q. before 12-00 hours and does not return on the same day, he shall be entitled to full daily allowance and if he leaves at or after 12-00 hours, only half daily allowance shall be admissible.

Similarly, if the employee arrives at the headquarters before 12-00 hours, he shall be eligible for half daily allowance and if he arrives at or after 12-00 hours on the same day, he shall be entitled to full daily allowance.

- (v) The daily allowance shall be admissible at the rates of daily allowances admissible for halt during tour. However the daily allowances for arrival shall be at headquarters rates. The timings of arrival and departure shall be considered with reference to the scheduled timings only. The period of absence from headquarters which does not exceed 24 hours though it may begin and end on different calendar days shall be regarded as on day only.

31.2. Travelling allowance admissible to the employee for any journey is calculated with reference to the purpose of journey in accordance with the provisions laid down in these rules. The Controlling Officer should verify the purpose shown in the T.A. Bills carefully, to ensure that the journey was not avoidable and the halt was for minimum period necessary and was adequately and purposefully utilised for University business.

**Travelling
allowance
admissible with
reference to
purpose of journey**

CHAPTER IV

JOURNEYS ON TRANSFER

T.A. on transfer not admissible unless transfer is in the interest of University Service.

32.1. Travelling allowance may not be drawn under these rules by an employee on transfer from one station to another unless he is transferred for the University convenience and is entitled to pay during the period occupied by the journey.

32.2. A transfer at his own request shall not be treated as a transfer for University convenience unless the authority sanctioning the transfer otherwise directs for special reasons which shall be recorded.

NOTE : Transfer involves change of headquarters from one station to another. A period of duty outside the headquarters, but without change of the headquarters station does not constitute a transfer.

A journey begins and ends at the residence of the employee.

33.1. (a) A journey on transfer begins and ends at the actual residence of the employee concerned if it is situated within the headquarters or within an area contiguous to the Municipal or Corporation limits of the headquarters. The point in any station at which a journey on transfer made by an employee residing beyond these limits and a journey other than on transfer is held to commence or end at the Chief Public Office as determined by clause (b) of this rule or such other point as may be fixed under that clause.

(b) The following rules should be observed in determining this point :—

(i) If the post office (or if there are more than one the Principal Post Office) is permanently located in a Govt. building specially assigned for the purpose and not situated in a very outlying part of the station, it shall be considered the starting terminal point;

(ii) If the post office is either located in a hired building or is situated in a very outlying part of the station

the Chief Revenue Officer's Kacheri shall be the point fixed; or

(iii) If there is no such Kacheri the point fixed shall be that from measurement is taken for the erection of miles stones on the roads leading out of the station ;

(iv) In other cases the controlling officers should fix the point in the manner least expensive to University.

NOTE :—In the places mentioned in column (2) of the following table, the starting and terminal points are those mentioned in column (3) of that table :—

Sr. No.	Place	Starting and terminal points.
1	2	3
1.	Villages	Village Chavdi
2.	Any place	Experimental Farms, in the case of University employces who are required to live there.
3.	Surat	Surat Castle.

34.1. An employee shall be entitled, for a journey on transfer, to the following concessions, unless otherwise provided in these rules.

T.A. on transfer rates and limits upto which admissible.

*34.2. (a) For journey by rail, an employee may draw the fare for himself of the class to which he is entitled and for each adult member of his family and half of the rate of fare for child for whom such fare is payable if they accompany him.

* (b) An employee shall in addition to the actual fare for himself and members of his family for journeys by rail/ road/steamer/air as the case may be, draw one daily allowance for himself and each members of the family for every completed day occupied in the journeys from residence reckoned from mid-night to mid-night. For the period

Journey by Rail/
Road/Steamer/Air

*Substituted by the Board of Management on 12-6-77.

less than 24 hours on any day, the daily allowance shall be admissible as follow :—

upto 6 hours.	30%
exceeding 6 hours but not exceeding 12 hours.	50%
Exceeding 12 hours.	full

The children below 13 years, shall be allowed daily allowance at half of the rates for adult. On half fare for each child for whom such fare is payable if he accompanies him shall be payable.

Journey by Road.

35.1. (a) He may draw one road mileage at the rate to which his grade entitled him a second if one member of his family accompanies him and a third if more than one member of his family accompany him.

(b) An employee hiring a conveyance may be allowed to draw mileage by road as prescribed for his grade without production of vouchers or particulars of actual expenses in support of the claim. He shall however, furnish a certificate as follows :—

“I certify that I did not perform the road journey for which mileage at maximum rates have been claimed in a motor vehicle plying regularly for conveyance of passengers.”

(c) When journeys are performed in a motor vehicle plying regularly for conveyance of passengers i.e. by State Transport, he may draw one fare* for himself and in addition one fare for every adult member of his family and one half fare for each child for whom such fare is payable.

** Daily allowance shall be admissible as shown in rule 34.2(b).

Quantitative limit in respect of transportation of personal effect admissibility of

36.1. (i) He may draw the actual cost of carriage by goods train or other craft for personal effects upto the maximum laid down below :—

* Substituted by the Board of Management on 12-6-77.

** Added by the Board of Management on 12-6-77.

Grade of	:	If possessing a	:	Individual of
University	:	family of not less	:	having a family
Employee	:	than three members	:	of less than three
	:	including self.	:	including self.

First Grade	35 Qt 1s	24 Qt 1s
Second Grade	18 ..	12 ..
Third and Fourth Grade	10 ..	8 ..

(ii) If the employee carries his personal effects by passenger train instead of by goods train he may draw the actual cost of carriage upto the limits of the amount which would have been admissible, had he taken the maximum quantity by goods train.

(iii) If the employee carries his personal effects by road between stations connected by rail, he may draw actual expenses upto the limit of 1 1/2 times the amount which would have been admissible had he taken the maximum quantity by goods train.

(iv) If the employee carries his personal effects within the limit laid down above by road between the stations not connected by rail, he may draw actual expenses subject to a limit of three paise per Bengal maund per km., such expenditure shall not exceed 6 paise per Bengal maund per km. for the first 8 kms. in respect of cities viz., Ahmedabad, Surat, Broach, Baroda, Jamnagar, Bhavnagar & Junagadh.

The employees of third and fourth grade shall be entitled to such payment at the increased rate of 10 per cent over the above rates.

NOTE : (i) The rates specified for the place when a cart is hired shall apply to the whole journey when not over 8 kilometres.

(ii) For journeys of 3 kilometres or less mileage may be drawn as for 3 kilometres.

NOTE : 2 The term "personal effects" is not subject to definition, but the controlling officer shall satisfy himself that a claim for transportation of personnel effect is reasonable.

**Transfer
Compensation
allowance.**

37.1. (i) The transfer compensation allowance shall be granted to an employee on transfer, on the following scale :—

*Grade of the employees.	Transfer compensation allowance.
First Grade	Rs. 400/-
Second Grade.	Rs. 300/-
Third and Fourth Grade.	Rs. 150/-

(ii) (a) When two places are connected by rail and the personal kits are transported from employees old residence to railway station and from railway station to new headquarters the carting charges shall not be admissible.

(b) Similarly the carting charges shall not be admissible for the personal kits carried between the old/New Station to godown/Depot or other places where the personal kits are carried for loading and unloading.

(c) The packing charges shall also be not admissible. The transfer compensation allowance admissible under the above rule shall include the charges, under (a), (b) & (c) above.

(iii) An employee shall be entitled to the transfer compensation allowance provided he shifts his residence to the place of transfer eventhough his family members do not go to the new place of transfer.

37.2. A member of an employee's family who precedes him to the new station, within one month before the date of his handling over charge of his old post or follows him within six months after the date of his taking over charge of his

* The table substituted by the Board of Management on 12-6-77.

new post may be treated as accompanying him. If such member travels from a place other than the employee's old station, the employee may draw the actual fare for the journey made by such member by rail or steamer plus the road mileage if any at the rate and subject to the conditions prescribed in rule 35.1 for the actual distance of the road journey performed by such member; provided that it would not exceed the total mileage allowance that would have been admissible, had such member preceded from the old station to the new station. No travelling allowance would be admissible in respect of a member added to the family after the date of transfer.

- 37.3.** An employee claiming higher travelling allowance on the ground that members of his family accompanied him on transfer must support his claim by a certificate showing their numbers and relationship.
- 37.4.** An employee claiming the cost of transporting personal effects, or a conveyance, must support his claim by a certificate that the actual expense incurred was not less than the sum claimed. Such a certificate shall give details of conveyances transported. While furnishing the declaration, the employee shall mention the weight of personal effects actually carried out the amount and the amount actually paid for its transport, and the controlling Officer shall record a certificate that he has scrutinised the details and satisfied himself that the claim is reasonable.
- 37.5.** If the personal effects of an employee are transported before one month of handing over the charge of his old post or within six months after taking over the charge of his new post shall include in the claims for transfer travelling allowance.
- 37.6.** When an employee transports more than the maximum manudage admissible by a cheaper route he may draw actual charges not exceeding the amount admissible for the maximum manudage by the normal recognised routes.
- *37.7.** In the case of transfer in the middle of the academic session of an employee who is in receipt of pay not exceeding

* Added by the Board of Management on 12-6-77.

Rs. 1600/- per month, he shall be granted special compensatory allowance as under if he shifts his studying children to the place of transfer during the session.

Primary classes	Rs. 20/- per child
Secondary classes	Rs. 40/- per child
Higher Secondary classes.	Rs. 60/- per child

Provided that the special compensatory allowance will be admissible only for two children in the aggregate.

Transfer due to change of headquarters during tour.

38.1. An employee whose headquarters are changed while he is on tour, and who proceeds to his new headquarters without returning to his old, shall be entitled to —

- (1) travelling allowance as on tour for his journey upto the new headquarters;**
- (2) an amount equal to the travelling allowance as on tour that would be admissible to an employee of his grade for a rail journey from his old to his new headquarters;**
- (3) all the additional concessions admissible under rule 34.1 in respect of a transfer from the old to the new headquarters, excluding those in 34.2 (a) & 35.1 (a).**

T.A. on transfer for family shifted to a place other than the new station.

39.1. When employee, who claims travelling allowance under rule 34.1 and who was residing with his family is obliged to move them in consequence of his transfer to another station, he may be reimbursed the cost, even though they may not proceed to his new station; but the travelling allowance drawn must be limited to actual expenses, not exceeding the amount which would have been admissible, if the family had proceeded to the employee's new station.

T.A. on transfer when appointed to a new post while in transit.

40.1. An employee appointed to a new post while in transit from one post to another shall be entitled to draw travelling allowance under these rules for so much of the journey on transfer as he has accomplished when he receives the fresh orders and for the journey from the place at which he receives such orders to his new station.

- 41.1. An employee who goes on leave not exceeding 120 days or on leave exceeding 120 days on medical certificate after he has given over the charge of the old post and before he has taken over the charge of his new post shall be entitled whether the order of transfer is received before or after the commencement of his leave, to travelling allowance under these rules as for a journey from his old to his new station.
- T.A. on transfer to join new post after expiry of leave not exceeding 120 days.
- 42.1. An employee who takes leave exceeding 120 days while in transit from one post to another may draw travelling allowance under rule 34.2 (a) & (b) and 35.1 (a) for so much of the journey to join the new post as he has accomplished before the order granting his leave is received in addition to any allowance admissible under rule-43.1 below.
- T.A. on transfer to join new post after expiry of leave exceeding 120 days.
- 43.1. When on return from leave exceeding 120 days excluding leave exceeding 120 days on medical certificate an employee is posted to a headquarters, other than that at which he was stationed when he went on leave, the controlling officer may permit him to recover the travelling allowance admissible under rule 36.1(i) and 36.1(iv) for a journey from his old to his new station.
- T.A. on transfer on return from leave and posted to a H.Qs. other than that at which he was posted.
- 44.1. An employee on transfer shall not make a claim in respect of travelling allowance on account of more than one wife.
- T.A. on transfer for one wife only.
- 45.1. An employee on transfer shall be entitled to make a claim in respect of travelling allowance for the members of his family.
- 46.1. Where both husband, and wife are in University service and are transferred at the same time or within six months of his/her transfer, from one and the same old station, to one and the same new station, transfer travelling allowance shall not be admissible to both of them as independent University employees. Either of them may claim transfer T.A.; the other being treated as member of his/her family not in University's employment on furnishing the following certificate.
- T.A. on transfer for the husband of a female university employee.

* Substituted by the Board of Management on 12-6-77.

"Certified that my wife/husband who is employed under the Gujarat Agricultural University and who has been transferred from _____ to _____ within six months from my transfer, has not claimed any transfer T.A. bill in consequence of his/her transfer."

T.A. on transfer
admissibility of
when charge is
handed over or
taken over at
places other than
headquarters.

47.1. An employee transferred from one post to another, who is permitted to handover charge of his old post to take over charge of his new post at a place other than the H.Qs. shall be entitled to the travelling allowance as on tour from the place of handing over charge to the place of taking over, subject to the condition that the total travelling allowance does not exceed the amount admissible under rule 34.1.

T.A. to join
foreign service on
reversion there
from to be borne
by Foreign
Employer.

48.1. Travelling allowance of an employee, both when proceeding on transfer to foreign service and when reverting to duty under University, shall be borne by the foreign employer.

*49.1. In the case of journeys on transfer, daily allowance as per the pattern mentioned in rule 34.2 above shall be admissible in addition to the actual fares.

50.1. An employee drawing a pay more than Rs. 750 p.m. may engage the smallest size of waggon for transportation of his personal kits and recover the expenditure actually incurred on it.

* Substituted by the Board of Management on 12-6-77.

CHAPTER V

TRAVELLING ALLOWANCE FOR OTHER JOURNEYS

51.1. The members of the family as defined in rule 3.1(7) of an employee who dies while in service may draw the following travelling allowances provided that they complete the journey within six months after his death.

T.A. to family members of University employee who dies while in service,

(i) For journey by rail/steamer :

(a) Actual fares (without the allowances for incidental expenses) of the class of accommodation to which the deceased employee was himself entitled, for each member of his family.

(b) Actual cost of transportation of personal effects on the scale as admissible under the rules.

(ii) For journey by road :

*51.1. (ii)(a) Actual fare for the journey by road to which deceased employee was himself entitled shall be admissible to each member of his family in addition to the transfer compensation and daily allowance as admissible on transfer under the rules.

(b) The travelling expenses will be admissible by the shortest route from the Employee's last headquarter to his normal place of residence which shall be the permanent home as entered in his service seeet/book, or such other place as might have been declared by him while in service to be the permanent home; provided that if the permanent home is outside the Gujarat State, than the travelling allowances will be admissible only in respect of the portion of the journey upto the last railway station within the Gujarat State.

(c) If at the time of Employees' death any member of his family happens to be at a station other than the last

* Substituted by the Board of Management on 12-6-77.

H.Qs. of the employee, such member may also draw the actual fare for the journey made by rail/steamer or road, and cost of transport of personal effects from the place where he was at the time of Employee's death, to the place he actually travelled, provided that the total expenses claimed shall not exceed the total mileage allowance and the cost on transport of personal effects, upto the prescribed limits that would have been admissible had such member travelled from the last H.Qs. of the deceased Employee.

(d) These orders shall not apply to :—

(i) Employees employed on contract and those who are not in whole-time employment of the University.

(ii) Employees paid from contingencies.

(iii) Retired Employees who have been re-appointed.

(iv) Employees who die while on leave preparatory to retirement.

(v) Temporary employees who have not rendered three years' continuous service.

(e) The amount of travelling allowance admissible to the families deceased University Employee shall be paid in order of precedence given below :—

(1) The surviving widow or the eldest among them if there be more than one surviving widow, (not being minor) if the deceased University Employee was a male, or the husband if the deceased was a female employee.

(2) The eldest surviving dependent child of the deceased, attaining majority.

(3) The other person who in the opinion of the Head Office, is fit to receive payment on behalf of the minor(s) execution of the indemnity bond duly

signed by two sureties agreeing to indemnify the University against any subsequent claim. This bond may be dispensed with when the payment is made to a legal guardian.

The amount may be drawn by the Drawing and Disbursing Officer under whom the deceased University Employee was last working, upon obtaining necessary certificates being suitably modified, from the claimant.

JOURNEY OF A NEWLY APPOINTED UNIVERSITY EMPLOYEE TO JOIN HIS FIRST POST :

52.1. Except as otherwise provided in these rules, travelling allowance shall not be admissible to any person for the journey to join his first post in University service.

Travelling allowance to join first post not admissible.

53.1. Employees summoned by the University for interview not connected with advertised posts, may be allowed to draw travelling allowance as for a journey on tour. No daily allowance for halts on the journey may, however, be allowed in such cases.

T.A. to appear interview.

JOURNEY TO ATTEND AN EXAMINATION :

54.1. Employee shall be entitled to draw travelling allowance for the journey to and from the place at which he appears for an examination which has been declared as obligatory departmental or language examination, by the University on production of a certificate from the authority conducting the examination provided that :—

T.A. to appear for examination.

(i) Travelling allowance shall not be drawn under this rule more than twice for any particular examination.

(ii) A Controlling Officer may disallow travelling allowance under this rule to any candidate who in his opinion does not display a reasonable standard of proficiency in such examination.

54.2. Travelling allowance under the rule shall be calculated as for journey on tour subject to the condition that daily allowance may be drawn limited to the duration of the examination.

Calculation of T.A. admissible under rule.

T.A. to University Employees or accompanying students on excursion tour.

T.A. to academician or journey while accompanying college/University teams playing matches away from home.

T.A. not generally admissible during leave or suspension.

T.A. during leave for appearing for examinations or for other authorised journeys.

T.A. for journey undertaken on compulsory recall to duty from leave.

54.3. Employees who are required to accompany parties of their students on excursion tours shall be allowed to draw travelling allowance as on tour.

54.4. An academician who is in charge of and accompanies the College/University team when playing matches away from home, should be allowed travelling allowance as for a journey on tour which should not exceed the days of such match/matches plus the additional time if any, reasonably necessary for going to and returning from the match.

JOURNEY WHEN PROCEEDING ON AND RETURNING FROM LEAVE OR WHILE UNDER SUSPENSION.

55.1. Except as otherwise provided in these rules, an employee shall not be entitled to any travelling allowance for a journey made during leave or while proceeding on or returning from leave or while under suspension, provided that University employee under suspension will be entitled to travelling allowance as on tour for journeys performed by him while under suspension for appearing before the the enquiry officer when the enquiry is held at a station other than his H.Qs. otherwise than expressly at his own request.

55.2. (i) An Employee on leave may, for a journey undertaken for the purpose of passing an obligatory examination, draw, if otherwise, eligible, mileage allowance as far a journey on tour from the place where he was last on duty or from the place where he is residing, whichever entitles him to less. No daily allowance shall be admissible for the halts on journey.

(ii) If an Employee, while on leave undertakes a journey with proper sanction and in the University interest he may draw travelling allowance as for a journey on tour.

55.3. (i) When an Employee is compulsory recalled to duty before the expiry of his leave and thereby the leave is curtailed by not less than 30 days, he shall be entitled to draw mileage allowance for journey from the place

where the order of recall reaches him. In case the period of leave so curtailed is less than 30 days, the authority recalling him on duty will decide whether mileage allowance should be granted or not.

(ii) If in similar circumstances, he is transferred he may in lieu of so much of the travelling allowance admissible under rule 41.1 as relates to himself and his family, draw at his option mileage allowance from the place prescribed in clause (i) to his new station.

JOURNEY TO GIVE EVIDENCE OR TO LODGE A COMPLAINT OR TO GIVE INFORMATION OF AN OFFENCE OR TO ANSWER CIVIL OR CRIMINAL CHARGE.

56.1. T.A. as for a journey on tour is admissible to the Employee proceeding in his official capacity to a Police Station to lodge complaint or to give information of an offence. No allowance is however, admissible to a University Employee summoned by a Police Officer to give evidence before him.

T.A. for lodging
complaint to police

JOURNEY TO OBTAIN MEDICAL TREATMENT ADVICE OR CERTIFICATE.

(T.A. for air travel or air-conditioned class travel, is not admissible for journeys under this section).

57.1. If in order to obtain medical advice, a University Employee is compelled to leave station at which he is posted and where no such facility is available and travel to another station, he may on production of a certificate from the authorised Medical Attendant consulted, that the journey was, in his opinion, absolutely necessary. draw travelling allowance for the journey.

T.A. for journeys
undertaken to
obtain medical
advice,

57.2. If an Employee is compelled to travel to another station in order to obtain a medical certificate in support of his application for leave or is required to obtain counter-signature of the Medical Officer prescribed by the University, upon a certificate produced by the University Employee from a registered Medical practitioner, he may be allowed

T.A. to University
Employees for
obtaining Medical
Certificates.

to draw travelling allowance for the journey, to and from the H.Qs. of such medical officer.

T.A. to University Employees for obtaining Certificates of invalidation.

57.3. (i) A University employee who is directed by his official superior, in the interest of the University service to apply invalid pension may, if he is required to make a journey in order to appear before Civil Surgeon of the District draw his actual travelling expenses, as for a journey on tour. If it be necessary for him to return to his H.Qs. after appearing before the Civil Surgeon, he may draw similar travelling expenses. In both cases his T.A. Bill should be supported by a certificate that he did not voluntarily ask to retire but was directed to apply for an invalid pension;

(ii) Vice-Chancellor may however, allow actual travelling expenses, to be drawn by an employee who voluntarily applies for invalid pension, provided they are satisfied about the bonafide justification to grant such concession.

JOURNEY ON A COURSE OF TRAINING :

T.A. for journey in connection with course of training in or outside the State.

*58.1 Employees deputed for training in or outside the state shall be allowed to draw Daily Allowance at the following rates :-

Pay range.	Rate of Daily Allowance.
Upto Rs. 449	Full D.A. admissible as on tour.
Rs. 450-699	90% of D.A. admissible as on tour.
Rs. 700-699	85% of D.A. admissible as on tour.
Rs. 1000 and above	80% of D.A. admissible as on tour.

* Explanation :- For the purpose of this rule and rules 58.2, 58.3 and 58.4 the expression "Employees deputed for training shall included an employee taking training from a date prior to the 13th July, 1976.

*58.2. The rates of D.A. mentioned in rule 58.1 above, shall however be enhanced in the case of employees deputed

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- * Substituted by the Board of Management on 13-7-76.
 - * Inserted by the Board of Management on 25-4-77.

for training at Ahmedabad or outside the state in 'A' and 'B' class cities as follow :-

Place of Halt	Rate of increase over the rates of D.A. in rule 58.1
Ahmedabad.	25%
'A' class cities. (Bombay, Calcutta, Delhi & Madras.)	75%
'B' class cities. (Bangalore, Hyderabad, Kanpur, Poona, Agra, Allahabad, Jaipur, Lucknow, Madurai, Nagpur and Varansi.)	40%

*58.3. The employees so deputed for training shall be entitled to draw daily allowance at the above rates for the entire period of training irrespective of the period of halt subject to other normal conditions.

*58.4. When provision for grant of stipend or halting allowance is made in the training scheme, the following procedure shall be adopted.

The employees shall claim the amount of stipend from the Institute concerned and he may either;

- (a) retain the stipend and in that case shall not claim any daily allowance from the University; or
- (b) he shall credit the amount of stipend to the University account and shall claim daily allowance in the scale mentioned in above rules.

59.1. After completion of the course of training if an Employee is posted to a place other than that from which he was deputed the transfer may be considered to have taken place from the old station to the new station and may be allowed travelling allowance as on tour from the place of training to the old station and T.A. as on transfer from

T.A. on transfer after completion of the course of training.

* Substituted by the Board of Management on 13-7-76

the old station to the new station. If, however, the University Employee proceeds to the new station without returning to the old H.Qs. he may be allowed T.A. limited to the scale prescribed in rule 34.1.

JOURNEY TO ATTEND SPECIFIC CONFERENCES :

T.A. to attend specific conferences.

60.1. Employee permitted by the Vice-Chancellor to attend the meetings of specific conferences, may draw travelling allowance as on tour.

T.A. Bills—manner of showing hours of journeys.

61.1. Hours of journeys should be entered in the T. A. bills in the manner followed in railway time tables, i.e. running from 0 hours to 24 hours. Thus, 8 A.M. should be denoted by figures 8.00, 12 noon by 12.00, 7 P.M. by 19.00 and so on.

Claims for T.A. time limit for submission of.

62.1. Ordinarily all claims on account of travelling allowance, should be preferred in 3 months from the month of completion of the journey. T.A. claims preferred thereafter will be required to be supported by reasons for delay. All the claims on account of travelling allowance preferred beyond a period of one year are barred by time and will not be entertained. In exceptional cases the Vice-Chancellor may relax the condition and condone the delay.

Retirement Travelling Allowance grant of.

63.1. The travelling allowance in respect of the journey of the University employee and the members of his family from the last station of his duty at the time of his retirement to his home town and in respect of the transportation of his personal effects between the same places shall be admissible as follows :—

(a) For journeys by rail and/or steamer :— (i) actual fares of the class of accommodation to which the employee was entitled on the date when he was last on duty in respect of self and members of his family as provided in rule 34.1.*

(ii) Actual cost of transportation of personal effects on the scale as admissible under the rule 34.1.

(b) For journeys by road :— (i) one mileage allowance for the employee, a second mileage if two members of

* The words "allowance for incidental expenses will be allowed" were deleted by the Board of Management on 12-6-77.

the family travel with him and a third mileage allowance if more than two members of his family travel with him, at the rate applicable to the employee on the date when he was last on duty.

(iii) Actual cost of transportation of personal effects as provided in rule 34.1.

NOTE :— For the purpose of this rule transfer compensation allowance shall be considered as the actual cost of transportation.

(c) For journeys partly by one mode of travel and partly by another :— as admissible under (a) and (b) above in so far as they are respectively applicable.

63.2. The concession will be admissible by the shortest route from the last place of the employee to his home town. The place which an employee has declared to be his home town for the purpose of leave travel concession rules sanctioned under the statutes shall be regarded as his home town for the purpose of these rules also. Failing a declaration by the employee of his home town for the purposes of the leave travel concession, the place entered in his service sheet/book or other service record may be treated to be his home town.

63.3. Where an employee wishes to settle down not in his home town, but at another place, he may be permitted to avail the concession upto the latter place. In that event, the amount reimbursable to him would be that which would have been admissible had he actually proceeded to his home town for the amount reimbursable had the latter place been the home town whichever is less.

63.4. The concession may be availed of by an employee who is eligible for it at any time during leave preparatory to retirement or during refused leave or within six months of the date of his retirement.

63.5. The concession will be admissible to permanent employee who retire on a retiring pension or on superannuation,

invalid for compensation pension. It will not be admissible to employees who quit service by resignation or who may be dismissed or removed from service.

- 63.6. The concession will also be admissible to temporary employees who retire on attaining the age of superannuation or are invalided or are retrenched from service without being offered any alternative employment provided they have put in a total service of not less than 10 years under the University at the time of retirement/invalidment/retirement.
- 63.7. Where an employee is re-employed while he is on leave preparatory to retirement or within six months of the date of his retirement, the concession admissible under these rules may be allowed to be availed of by him within six months of the expiry of the period of his re-employment.
- 63.8. In the case of employee who availed of the leave travel concession during leave preparatory to retirement, the amount of travelling allowance admissible under these rules will be reduced by the amount reimbursed to him on account of the leave travel concession. The amount to be deducted shall be the amount paid to him in respect of only the forward journey(s) to the home-town performed by himself and/or the members of his family.
- 63.9. The travelling allowance claims admissible under these rules will be drawn on travelling allowance bill forms like transfer travelling allowance claims. The claims of employees who were their own Controlling Officers before retirement will however be countersigned by the next superior administrative authority.
- 63.10. Before reimbursing the travelling allowance admissible under these rules the countersigning authorities should satisfy themselves, as far as possible that the claimant and members of his family actually performed the journey to the home-town or the other place to which he might have proceeded to settle there e.g. by requiring the production of original railway vouchers relating to transportation of personal effects conveyances etc.

63.11. These rules do not apply to :—

- (a) Employees not in whole-time employment.**
- (b) Employees paid out of contingencies.**
- (c) Employees engaged on contract, and**
- (d) Persons borne on work charged establishment.**

CHAPTER VI

DUTIES AND POWERS OF THE CONTROLLING OFFICER

- 64.1.** It shall be the duty of the Controlling Officer, before signing or countersigning a travelling allowance bill :—
- (i) To scrutinise the necessity, frequency and duration of journeys and halts for which travelling allowance is claimed and to disallow the whole or any part of the travelling allowance claimed for any journey was unnecessary or unduly protracted or that a halt was of excessive duration.
 - (ii) To scrutinise carefully the distances entered in travelling allowance bills.
 - (iii) To satisfy himself that concessional return tickets for the journey or journeys charged for in the bill were purchased wherever and whenever possible and that where the actual cost of transporting personal effects etc. is claimed under these rules, the scale on which the personal effects etc. were transported, was reasonable, and to disallow any claim which in his opinion does not fulfil this condition.
 - (vi) To check any tendency to abuse the option of exchanging daily allowance for mileage allowance.
 - (v) To satisfy himself about the particulars of the journeys performed by the incumbent.
 - (vi) The responsibility for not drawing travelling allowance twice for the same journey shall lie primarily on the drawing Officer himself, and secondly on the Controlling Officer, who should satisfy himself that he has not already passed a prior claim for the same journey. To discharge this duty satisfactorily the Controlling Officer should maintain a register of bills passed by him containing information on the following points, in respect of each bill.

- (1) Month of claim.
- (2) District.
- (3) Name of person for whom travelling allowance is claimed.
- (4) Dates of journey.

+65.1. In lieu of different certificates to be furnished by an employee in respect of his travelling allowance bill under the provisions made in rules 4.5, 21.1, 25.4, 26.3, 26.4, Note 2 (ii) below rule 30.1, 35.1 (b) and rule 46.1 of these rules, it shall be sufficient if the following certificate is furnished by the employee.

CERTIFICATE

"Certify that the facts mentioned in the travelling allowance bill are true and that the claims made in this travelling allowance bill are correct on the basis of assumption referred to in rule 65.1 of Gujarat Agricultural University Employees Travelling Allowance Rule as amended from time to time".

*** (1)** Notwithstanding anything contained in the foregoing rules, the travelling allowances including mileage allowance, daily allowance and incidental charges payable under these rules, shall be paid at the same rates at which such allowances are paid to employees of the State of Gujarat under the rules or orders made by the State Government from time to time.

(2) In the case of journey undertaken by an employee on or after 1-4-1975, the travelling allowances including mileage allowance, daily allowance and incidental charges, payable to such employee, shall be calculated at the rate then applicable to the employees of the State of Gujarat.

+ Inserted by the Board of Management on 24-12-75.

* Added by the Board of Management on 11-8-75.

SCHEDULE XVII

*FORM OF CONTRACT FOR OFFICER/TEACHER
OF THE GUJARAT AGRICULTURAL UNIVERSITY

This agreement is made at _____ on the _____ day of the month of _____ of the year 197__ BETWEEN the Gujarat Agricultural University, a body corporate constituted under the Gujarat Agricultural University Act, 1969 (hereinafter referred to as "The University") of the one part and Shri _____ and officer of the University (hereinafter referred to as "the said Shri _____") of the other part.

Whereas the said Shri _____ has accepted the appointment to the post of _____ as offered by the University;

And whereas under Section 42 of the Gujarat Agricultural University Act, 1969 (hereinafter referred to as "The said Act") the appointment has to be made under a written contract.

NOW THEREFORE this agreement witnesses as follows :-

1. The University hereby appoints the said Shri _____ to the post of _____ in the scale of _____ on a monthly, salary of Rs. _____. The appointment is to begin from _____. The appointment shall be on + probation for a period of two years from _____.
2. The said Shri _____ accepts the conditions of service as laid down in the said Act or as determined by the statutes made under the said Act from time to time and agrees to abide by all such conditions in so far as they may affect his services. The conditions of service as so laid down or determined shall be deemed to be incorporated herein.

In witness whereof Shri _____ acting on behalf and under the authority of the University has signed this agreement and the said Shri _____

* Passed by the Board of Management on 8-6-74.

£ Strike off where not applicable.

+ Substituted by the Board of Management on 6-8-78.

_____ has signed this agreement on the day and year first
above written.

Signed _____

In presence of

1.

Signed _____

2.

SCHEDULE XVIII

*MANNER OF APPOINTMENT OF OFFICERS

1. All appointments of the officers of the University, for which the University is competent to make appointment shall be made strictly on the basis of merit.
2. The following procedure shall be adopted for the appointment of the officers other than the Chancellor, the Vice-Chancellor, the Director of Campus and Dean (other than the Dean of Post-graduate Studies) :—
 - (a) The Vice-Chancellor may have the posts advertised with such qualifications as may be fixed by the Board, and/or invite suggestions and recommendations from such persons/institutions or agencies as he may deem proper.
 - (b) If the post is not advertised, after having obtained the suggestions or recommendations from the appropriate persons/institution or agencies, the Vice-Chancellor may submit his recommendations for the approval of the Board.
 - (c) If the post is advertised, all applications and/or suggestions or recommendations from appropriate persons/institutions/agencies will be placed before the Selection Committee.
 - (d) The Selection Committee shall consist of the Vice-Chancellor as Chairman, one member nominated by the Board and two experts nominated by the Vice-Chancellor from the panel approved by the Board of Management.
 - (e) The Chairman of the Committee shall cause all the applications and/or suggestions or recommendation scrutinized and prepare a list of candidates who shall be either called for interview or considered in absentia.

* Passed by the Board of Management on 8-6-74.

- (f) After interviewing the candidates, or considering them in absentia, as the case may be, the Committee shall recommend not more than three names of selected candidates, in order of preference.
- (g) After receiving the recommendations of the Selection Committee, the Board may, if it considers necessary, request the committee to consider additional names or to review or reconsider its recommendation.
- (h) The Board will either approve the recommendation or will make its selection out of the candidates recommended or will return the recommendation refusing to accord approval, in which case the Vice-Chancellor shall, in due course, present another recommendation.

Provided that when the Board makes its selection or returns the recommendation. it shall record reasons thereof.

- (i) If the Selection Committee fails to nominate an acceptable person for an officer the Board shall take such steps as are necessary to select a suitable persons.
3. Notwithstanding anything contained in rule 2 above, the Vice-Chancellor may make provisional appointment with the approval of the Board from amongst officers of the Gujarat State Government Departments on deputation or from amongst employees of the University by transfer/promotion provided that they satisfy the qualification required under the Statute.
 4. Save as otherwise provided by or under the Act, every officer of the University for which the University is competent to make appointment shall be appointed under a written contract in the form prescribed under the Statute.

SCHEDULE XIX

THE GUJARAT AGRICULTURAL UNIVERSITY EMPLOYEES HOUSE RENT ALLOWANCE RULES

- Title and Commencement.** 1.1. These rules may be called "The Gujarat Agricultural University Employees House Rent Allowance Rules." They shall come into force with effect from such date as may be specified by the Board.
- Applicability** 2.1. These rules shall apply to all University employees whose conditions of service the University is competent to prescribe.
- 2.2. These rules shall also apply to :-
- (a) all employees of the Government of Gujarat who are taken over and employed by the University alongwith the activities on or after 1-6-1972;
- (b) all employees of the Institute of Agriculture, Anand who are taken over and employed by the University alongwith the activities with effect from 1-6-1972;
- (c) all employees of the Agricultural School, Aliabada, who are taken over and employed by the University alongwith the activities with effect from 1-2-1973.
- Definitions.** 3.1. (1) "ACT" means the Gujarat Agricultural University Act, 1969.
- (2) "BOARD" means the Board of Management as defined in Section 2(3) of the Gujarat Agricultural University Act, 1969.
- (3) "CONTROLLING OFFICER" means the following for the purpose these rules :-
- (i) For Officers of the University except Vice-Chancellor,
(a) Chancellor
(b) Vice-Chancellor
(c) Director of Campus.

* The rules have come in force with effect from 9-9-74 as specified by the Board of Management on 9-9-74.

- | | |
|--|---------------------------------------|
| (ii) (a) For all employees in Vice-Chancellor's Office except officers of the University and except the employees at (iii) below. | Registrar. |
| (b) For all employees in the colleges and offices in the zone except officers of the University and except the employees at (iii) below. | Director of Campus concerned. |
| (iii) For employees whose minimum starting pay is less than Rs. 650/- per month. | Authorised drawing pay and allowance. |

(4) "FAMILY" means an employee's wife or husband, as the case may be residing with the employee and legitimate children and step children residing with and wholly dependent upon the employee and parents residing with and wholly dependent on him. It includes, in addition, sisters and minor brothers if residing with and wholly dependent upon him including adopted child.

NOTE : 1 Not more than one wife is included in the term "family" for the purpose of these rules.

(5) "HEAD OFFICE" means an officer or a Teacher or other employee of the University declared as such under the Statute.

(6) "PAY" means and includes the following :—

- (i) Pay officiating or substantive or notional pay.
- (ii) Special pay including non-practising allowance.
- (iii) Personal pay.
- (iv) Any other emoluments which may be specially classed as 'Pay'.

* (6-A) 'Qualifying town' means the place at which house rent allowance is admissible under these rules.

(7) "UNIVERSITY EMPLOYEE" includes :—

- (i) an officer of the University as defined in Section 2(8) of the Gujarat Agricultural University Act, 1969 excluding the Chancellor, Vice-Chancellor and Director of Campus.
- (ii) a teacher in the University as defined in Section 2(17) of the Gujarat Agricultural University Act, 1969 and;
- (iii) any other employee of the University other than an officer or a teacher.

Flat rates of
H.R.A. and its
admissibility.

* * 4.1.

* * 4.2.

* * 4.3.

Rates of H.R.A.

5.1. The rates of house rent allowance in respect of full time University employees and the places at which such house rent allowances is admissible shall be as follows —

Place	Rate of House Rent Allowance
Ahmedabad, Surat, Baroda, Bhavnagar, Jamnagar, Nadiad, Rajkot, Anand, Bhuj, Broach, Bulsar, Cambay, Dhoraji, Dahod, Godhra, Gondal, Junagadh, Kailol, (Mehsana District) Mehsana, Morbi, Navsari, Patan, (North Gujarat), Porbandar, Surendranagar, Veraval, Amreli, Palanpur, Himatnagar, Kaira and Gandhinagar. *Dangs District.	£ As may declared by the State Government from time to time to its employee.

* Inserted by the Board of Management on 8-11-76.

** Deleted by the Board of Management on 8-11-76.

‡ Substituted by the Board of Management on 26-2-78.

•5.2. (i) For the purpose of these rules, the local limit of a qualifying town mentioned in rule 5.1 shall be co-extensive with the local limits determined from time to time by the State Government for that town for the purposes of granting house rent allowance to its employees in that town.

(ii) An employee whose place of duty falls within the limits of a qualified town shall be eligible for House Rent Allowance irrespective of whether his place of residence is within such limits or outside;

i

(ii) An employee whose place of duty is in the proximity of a qualified town and who of necessity has to reside within the limits of that town may be granted House Rent Allowance admissible in that town provided that :-

(a) the distance between the place of duty and the periphery of the qualified town does not exceed 8 km.

(b) the employee is required to reside in the qualified town out of necessity i.e. for want of accommodation near his place of duty.

•5.3. (i) The House Rent Allowance will be admissible to an employee drawing pay not exceeding Rs. 750/- p.m. without reference to the quantum of rent if any paid by him and the rent receipt will not be required to be produced or verified.

House Rent Allowance to employees residing in private rented accommodation.

(ii) In the case of an employee drawing pay exceeding Rs. 750/- + ** the rent receipt will not be required to be produced or verified, if the House Rent Allowance is to be drawn at the rate admissible to an employee drawing pay upto Rs. 750/-. If it is to be drawn at a higher rate, production and verification of the rent receipt would be necessary.

+ (iii).....

* substituted by the Board of Management on 8-11-76.

** Added by the Board of Management on 26-12-77.

+ Deleted by the Board of Management on 26-12-77.

5.4. If the University employee is staying as a paying guest or in a furnished hired accommodation, the expenditure on housing or accommodation shall be considered as under:—

(i) Drawing pay upto Rs. 209/- 20% of payment.

(ii) Drawing pay above Rs. 209/- 25% of payment.

6.1. H.R.A. is admissible to reimburse the expenditure in excess of University employee's own share of liability for housing. This share shall be considered as under :—

(i) University employee drawing pay plus C.L.A. upon Rs. 275/- p.m. 7 1/2%.

(ii) University employee drawing pay plus C.L.A. above Rs. 275/- p.m. 10%.

Thus if the excess expenditure is less than H.R.A. declared, the H.R.A. admissible shall be restricted to the amount of excess only.

7.1. The eligibility of House Rent Allowance shall be determined with reference to the place of residence of the University employee concerned.

H.R.A. during absence from head-quarters on tour and also during suspension.

8.1. The H.R.A. shall be admissible to married as well as unmarried University employee. It will be admissible during absence from head quarters on tour. It will also be admissible during suspension provided suspending authority is satisfied that the University employee continues to meet with the expenditure for which this allowance is granted and subject to the condition that the suspending authority allows this allowance at the full rate admissible or as such reduced rates as the suspending authority may direct.

H.R.A. during leave deputation, joining time, transfer etc.,

9.1. The H.R.A. shall be admissible to a University employee during leave for a period not exceeding 120 days excluding leave preparatory to retirement and refused leave but including extra ordinary leave without pay.

9.2. The H.R.A. during the above period of leave, may be drawn by the Employee, at the same rate, at which he

was drawing this allowance; immediately before proceeding on leave.

- 9.3. The limit of 120 days leave laid down in the above rule shall be extended to 240 days for the purpose of the grant of H.R.A., in the case of a University employee suffering from T.B., or cancer or any other ailments during the period of his leave on medical certificate. Whether the leave is on medical certificate from the very commencement or in continuation of other leave covered by rule 9.1 above. The medical certificate shall be furnished by such employee for drawal of House Rent Allowance indicated above.
- 9.4. The drawal of H.R.A. during the period of leave in excess of first 120 days availed of on the grounds other than medical grounds shall be subject to furnishing of certificate in the form prescribed below.

"Certified that the University employee concerned continued for the period for which house rent allowance is claimed to retain the house at the same station from where he proceeded on leave."

NOTE 1 : In case of an employee who is originally granted leave on medical certificate exceeding 120 days has ultimately to retire from University service on grounds of invalidity, the entire leave thus becoming leave preparatory to retirement, recovery of H.R.A. already drawn need not be effected.

NOTE 2 : In cases where an employee who is sanctioned leave whether on medical grounds or otherwise, does not join duty after availing himself of such leave and resigns, he shall not be eligible for H R A. for the entire period of such leave.

- 9.5. In case any question arises whether the H.R.A. may be drawn by the employee suffering from any other ailments during his leave on medical certificate exceeding 240 days, such question shall be decided by the Board.
- 9.6. The H.R.A. shall be admissible to an employee during deputation in India or abroad to undergo a course of

training. * Provided that if the period of training is treated as special leave or study leave the allowance will not be admissible. Provided further that the family of the employee on deputation continues to reside at the place where such allowance is admissible.

Note :

This allowance shall not be admissible to an employee who has drawn transfer travelling allowance for himself and/or for his family. If he claims transfer allowance after drawing this allowance for some time, this allowance shall be recovered before transfer travelling allowance is allowed.

- 9.7. The H.R.A. shall be admissible to an employee during joining time on transfer from one post to another, to both of which a H.R.A. is attached, at the lower of the two rates.
- 9.8. The H.R.A. shall be admissible as under consequent upon the transfer of a University employee.

Provided that where a University employee transferred to a new station in University interest, retains his family at the old station (x), he may on production of a certificate of the controlling officer to the effect that the University employee concerned was unable to secure suitable accommodation at the new station (y) and that he continued to maintain the residence occupied by him at the old station (x) immediately before his transfer be allowed for a period not exceeding six months from the date of assumption of charge at new station to draw the H.R.A. at the new station at the rate applicable to the old station (x), so as not to exceed what would have been admissible at the new station (y).

Provided further that where such a University employee is transferred again to a third station (y) within a period of six months from the date of assumption of charge at the new station (y) the "old station" shall mean the "first station" (x) for the purpose of the first proviso.

* Deleted by the Board of Management on 18-10-75.

10.1. House rent allowance shall not be admissible to those to whom accommodation has been offered by the University but who have refused it and to those who have been allotted residential quarters by the University or State Government and who are in occupation of such accommodation. However after such refusal, they can again apply for the quarter and in such cases, H.R.A. will be resumed after two years from the date of such refusal or after one year from the date of making such application, whichever is later.

H.R.A. to those who are in occupation of accommodation.

*10.2. If an employee is allotted the accommodation during the period of leave the house rent allowance will be paid to him upto the date preceding that of allotment at the rate drawn by him or the rate that would be admissible on return from leave, had the employee not been allotted the accommodation whichever is less.

*10.3. If the employee surrenders the accommodation during leave, the house rent allowance will be paid to him from the date of such surrender if the surrender is from forenoon, and from the date following the date of surrender if the surrender is in the afternoon, at the rate that would have been admissible on the day preceding the date of commencement of leave or at the rate that would be admissible on return from leave had the employee surrender the accommodation before proceeding on leave, whichever is less.

11.1. (a) An employee shall furnish to the Drawing and Disbursing authority alongwith his first claim of House Rent Allowance a certificate in the form given in Annexure-I hereto. In the case of an employee who is authorised to draw his pay and allowance on the basis of pay slips, he shall furnish to the Comptroller the certificate in the said form.

Certificate & procedure regarding varification of rent receipts.

If however there is a change in any of the provisions of certificate last given resulting in increase or decrease of the allowance payable to him a fresh certificate shall be furnished as soon as change occurs;

* Added by the Board of Management on 18-10-75.

(b) The following certificates shall be endorsed by the drawing and disbursing authority on the bill in which the House Rent Allowance of the employees is drawn by him;

"Certified that in the case of all employees for whom House Rent Allowance is drawn, in the bill, the eligibility for the allowance, has been Varified with reference to rule 5.2."

"Certified that the certificate prescribed in rule 11.1 (a) has been obtained from the employees for whom House Rent Allowance has been drawn in the bill and I am satisfied that the claims are in accordance with the rules in force."

(c) The verification shall be required to be made only with reference to rent receipts produced. In cases where the administrative authority has reason to doubt the genuineness of the particulars given in the rent receipts, separate inquiry shall be made.

** (d) Where a rent receipt is required to be produced it shall be produced before the controlling officer concerned who shall varify the same.

ANNEXTURE-I

(Reference rule 5.3(ii) and (iii) and 11.1 (a)

1. I certify that I am residing in a private rented house and monthly rent thereof Rs. _____.

2. I certify that the accommodation in respect of which the allowance is claimed is not occupied normally by any person, other than the member of my family.

3. I also certify that my wife/husband has not been allotted accommodation at the same station.

Place : _____

Date : _____

Signature : _____

H.R.A for sharing
of accommodation.

12.1. The house rent allowance at percentage rates shall not be admissible if a University employee shares accommoda-

* Substituted by the Board of Management on 8-11-76

** Inserted by the Board of Management on 25-4-77.

tion with another University employee who occupies Government/University Quarter or who draws H.R.A.

13.1 The House Rent Allowances will be admissible to an employee living in his own house, drawing pay not exceeding Rs. 750/- p.m. without reference to the amount of gross rental value. It will not be necessary to insist on the production of certificate of assessment of rental value in such case.

Grant of HRA to employees residing in their own house.

13.2 In case of an employee drawing pay exceeding Rs. 750/- p. m. *..... the production of certificate of assessment of rental value will not be required to be produced or verified if the house rent allowance is to be drawn at the rate admissible to an employees drawing pay up to Rs. 750/- p.m. However an employee shall be eligible to draw House Rent Allowance on the basis of sub-rule 13 (3) below, on production of certificate of assessment of rental value.

13.3 In the case of an employee drawing pay exceeding Rs. 750/- p.m.

(a) the rent for the purpose of claiming House Rent Allowance shall be computed on the basis of the following items namely :-

(i) 6.1/4% interest as the capital cost of the flat/house including proportionate share of the actual cost of the land purchased or the premium/lumpsum payment for the land taken on lease, on the basis of maximum utilisation of the floor space index, taking in to account any concession which may have been given in price. The cost of special fixture, fans, geyser, heater, air conditioner and other special items shall be excluded.

(ii) Municipal taxes in the nature of house or property tax payable for the flates/houses.

(iii) Charges for maintenance and repairs to the flats/houses at the rate of 1.3/4% of the capital cost of the flat/houses, and

* The words but not exceeding Rs. 900/- p.m. Deleted by the Board of Management on 26-12-77.

** Revised by the Board of Management on 26-12-77.

(iv) Proportionate share of the lease rent payable per annum in the case of land taken on lease.

(b) The monthly rent of the premises should be one twelfth or the amount so arrived at.

(c) A certificate from the management of the co-operative housing society about the cost of the flat and the carpet area of the flat stating specifically that the cost certified is on the basis of maximum utilisation of the floor space index does not include cost of special fixture shall be countersigned by the concerned Estate Engineer in the zone.+

The controlling officer shall see whether the carpet area of the flats is within the limits admissible to an employee if it is excessive, he shall admit a only proportionate rent.

In the case of owned flats/houses constructed privately (i.e. not "through any co-operative housing society") certificate about the carpet area of the flat/house, the cost of the flat/house on the basis of the plan of the flat/house the rates of the labour building materials etc. Prevailing at the time of its construction and the maximum utilisation of the floor space-index then in the existence, from the Estate Engineer/Director of Purchase and Properties as the case may be under whose jurisdiction the flat/house is situated would be required to be produced for the purpose of assessment of the rent.

(d) The rent arrived at will be taken as a rent paid by the employee and the payment of house rent allowance shall be regulated in accordance with the following namely :-

(i) The employee will have to bear 10% of his emoluments.

(ii) The difference between the rent arrived at as in clause (b) above and the amount arrived at as in clause (d) (i) above will be paid as house rent allowance subject

+ The words and by the "Director of Purchase and Properties in the Vice-Chancellor's office were deleted by Board of Management 26-12-77.

to the percentage ceiling limit prescribed for qualified cities.

* In case of an employee who has been in the service of the University on or after 1-1-1974, he shall be eligible to draw from that date, the House Rent Allowance at the rates prescribed in rule 5.1, as amended by a resolution made by the Board of Management on the 8th November, 1976. The conditions for drawal of House Rent Allowance as in force in the month for which the said allowance is claimed shall be applicable to the payment of the allowance.

* In case of an employee residing in his own house, who has been in the service of the university on or after 1-1-1976 he will be eligible to draw from that date the house rent allowance at the rates procedure prescribed in rule 13.

* Inserted by the Board of Management on 12-6-77.

SCHEDULE-XX

RULES REGARDING GRANT OF LEAVE TRAVEL CONCESSION TO GUJARAT AGRICULTURAL UNIVERSITY EMPLOYEES

CHAPTER-I

TITLE, APPLICABILITY AND DEFINITIONS

**Title and
Commencement.**

- 1.1. These rules may be called the rules regarding grant of Leave Travel Concession to Gujarat Agricultural University Employees.
- 1.2. These rules shall come into force from such date as may be specified by the Board.*

Applicability.

- 2.1. Unless otherwise specifically provided, these rules shall apply to all University employees whose conditions of service the University is competent to prescribe.
- 2.2. These rules shall also apply to :—
 - (a) all employees of the Government of Gujarat who are taken over and employed by the University along with the activities with on or after 1-6-1972;
 - (b) all employees of the Institute of Agriculture, Anand who are taken over and employed by the University along with the activities with effect from 1-6-72;
 - (c) all employees of the Agricultural School, Aliabada who are taken over and employed by the University along with the activities with effect from 1-2-73.

**Persons appointed
on contract.**

- 2.3. Persons appointed on contract basis shall be eligible for the concession on completion of one year's continuous service if the period of contract is more than one year. Where the initial contract is for one year but is later extended the total duration of the contract will be taken into account for this purpose.

* The rules have come into force with effect from 1-6-74 as specified by the Board of Management on 4-5-74.

2.4. Re-employed University employees shall be eligible for the concession on completion of one year's continuous service. But in the case of re-employment immediately after retirement, the period of re-employed service may be treated as continuous with the previous service for the purpose of leave travel concession and the concession allowed for the re-employed period, provided the leave travel concession would have been admissible to the re-employed University employee had he not retired but had continued as a serving University employee.

Re-employed-employees.

2.5. University employees on foreign service shall also be eligible for the leave travel concession which should normally be incorporated in the orders placing them on foreign service. The cost of the concession on such cases shall be met by the foreign employer.

2.6. The concession shall not be admissible to an employee who has not completed one year of continuous service on the date of the journey performed by him or his family as the case may be.

2.7. The concession shall also be admissible to an employee and his family in respect of only outward journey from headquarters to home-town during "Refused leave and leave preparatory to retirement, provided the concession had not been availed of earlier during that particular period block of two calendar years. In case of leave preparatory to retirement, refused leave, the journey by both the employee and his family should however, commence within the period of leave. The concession will not, however, be admissible to an employee who proceeds on regular leave and then resigns his post without returning to duty.

Concession during leave preparatory to retirement and refused leave,

2.8. These rules shall also apply in respect of journey performed by the employees travelling to their home towns on leave and back from their home towns to their headquarters and by the members of their families travelling between the same stations.

Concession to employee and his family.

2.9. These rule shall not apply to persons who are :—

To whom not applicable

(i) not in the whole time employment of University;

- (ii) paid from contingencies;
- (iii) eligible for any other form of leave travel concession;
- (iv) all India services officers serving in this University who are already entitled to such concession or officers on deputation to this University from the Government of India, who will otherwise be entitled to such concessions according to the terms of their deputation;
- (v) staff borne on work-charged establishment.

Definitions.

3.1. In these rules, unless the context otherwise requires :—

- (1) "ACT" means the Gujarat Agricultural University Act, 1969.
- (2) "CONTROLLING OFFICER" means an officer/teacher or an employee, declared as such under the Statute for the purpose of Travelling Allowance.
- (3) "ENTITLED CLASS OF ACCOMMODATION" the class of accommodation is decided by class to which the employee is entitled under Travelling Allowance Rules, at the time the journeys are undertaken.
- (4) "FAMILY" the term 'family' shall have the same meaning as is given in schedule XVI attached to Statute 27 A (13) for purpose of Travelling Allowance on transfer.
- (5) "FARE" means the fare as shown in the railway fare tables and not calculated as a proportion of the fare for the total distance travelled.
- (6) "HOME" the term 'home' means the permanent home town or village in India of the employee as entered in the service sheet/book or other appropriate official record of the employees concerned or such other place as has been declared by him, duly supported by reasons, such as ownership of immovable property, permanent residence of near relatives like parents, brothers etc. at the place where he would normally

reside but for his absence from such station for service in University.

- (7) "LEAVE" means regular leave for a period of not less than 15 days and includes earned leave, half pay leave, commuted leave, maternity leave and extra ordinary leave, but does not include casual leave.
- (8) "ONCE IN A PERIOD OF TWO CALENDAR YEARS" the expressions "once in a period of two calendar years" means once in each block of two calendar years.
- (9) "SHORTEST ROUTE" the term "shortest route" under these rules shall be given the same interpretation as recognised, for travel on duty.
- (10) "UNIVERSITY" means the Gujarat Agricultural University.
- (11) "UNIVERSITY EMPLOYEE" includes
 - (i) an Officer of the University as defined in Section 2(8) of the Act, '69 excluding the Chancellor, Vice-Chancellor and the Director of Campus;
 - (ii) a teacher in the University as defined in Section 2(17) of the Act, 1969; and
 - (iii) any other employee of the University other than an officer or a teacher.

Words and expressions used but not defined in these rules shall have the meanings assigned to them in the Gujarat Agricultural University Act, 1969.

CHAPTER II

HOME TOWN, FAMILY AND TWO YEAR BLOCKS

Journey to home town and back.

- 4.1. The University shall meet the entire cost of fares admissible under the rules on each of the outward and return journeys.

In every case, the journey shall be to the home and back, but it need not necessarily commence from or end at the headquarters of the employee either in his own case or in the case of the family. But the assistance admissible shall be the amount admissible for the actual distance travelled, limited to the amount that would have been admissible had the journey been performed between the headquarters and the 'home' of the employee.

Reckoning of the first block.

- 5.1. The first block of two years shall commence from the calendar year 1974. Thus the concession, on the first occasion shall be admissible during the block of two consecutive calendar years 1974 and 1975. The concession on subsequent occasions shall be admissible at any time; during the blocks 1974 and 1975 and 1976 and 1977 and so on.

Concession admissible for return and outward journeys.

- 5.2. The concession shall not be admissible to an employee who has not completed one year of continuous service on the date of journey performed by him or his family as the case may be. The concession where admissible shall be admissible to each employee and the members of his family once in a period of two calendar years.

Return journey in the next year.

- (a) In the event of the return journey, falling in the succeeding calendar year, the concession shall be counted against the year in which the out-ward journey commenced.

University employee and family as independent units.

- (b) The families need not necessarily travel with the employees. They may either travel together or separately in different groups as may be convenient to them. When they travel in different groups at different times; reimbursement of expenditure may be allowed in res-

pect of each such group if the outward journey of the last such group commences before the expiry of six months from the date of commencement of the outward journey of the first group and the return journey of each group is completed within six months from the date of commencement of the outward journey of that group.

2.3. Leave travel concession shall be admissible to the members of an employee's family with reference to the facts existing at the time of forward and return journeys independently. The following types of cases are given by way of illustrations :—

Concession for one way journey.

I. ENTITLED TO REIMBURSEMENT IN RESPECT OF THE OUTWARD JOURNEY ONLY.

- (i) A dependent son/daughter getting employment or getting married respectively after going to home town or remaining there for prosecution of studies.
- (ii) The family having performed the journey to home town have no intention of completing the return journey from home town, provided the employee foregoes in writing the concession in respect of the return journey, if performed by the family members at a subsequent date.

II. ENTITLED TO REIMBURSEMENT IN RESPECT OF RETURN JOURNEY ONLY.

- (i) A newly married wife coming from home town to headquarters station or a wife who has been living long at home town and did not avail herself of the leave travel concession in respect of the outward journey.
- (ii) A dependent son/daughter, returning with parents or coming alone from home town where he/she has been prosecuting studies or living with grand parents etc.
- (iii) A child who was previously below three/twelve years of age but has completed three/twelve years, of age at the time of the return journey.

- (iv) A child legally adopted by an employee while staying in home town.

NOTE :— A child who was below twelve years at the time of the outward journey but has completed twelve years at the time of return journey will be entitled to half fare for the outward journey and full fare for the return journey.

Husband and wife
both University
employees.

5.4. Where the wife of a University employee is also a University employee, the concession shall be admissible to the family on the scale admissible to the husband or the wife and not both.

5.5. In the case of husband and wife who are both University employees if he or she wants to avail of the leave travel concession as family member of the employee, the condition of 15 days' leave shall not be applicable to him or her. When they avail of the travel concession and put up separate claims in their individual offices, the condition of 15 days' leave shall apply to each of them.

5.6. The minimum limit of 15 days' leave for admissibility of the concession may be relaxed by the Vice-Chancellor at his discretion in cases where he consider and certifies in writing that it is necessary in the University interest to curtail the leave of the employee to a period less than 15 days.

5.7. Where the wife/husband of a University employee is eligible for grant of leave travel assistance under any other rules, the employee should furnish a certificate along with the bill for assistance under these rules to the effect that such assistance was not availed of for the journey for which assistance is being claimed.

Claim for
reimbursement in
respect of journey
by an employees
and members of
family.

5.8. The employee and members of his family may travel either independently or together as may be convenient to them. The claim for reimbursement in respect of the journey of the one need not depend on the journey performed by the other. The members of his family will therefore, be entitled to the concession irrespective of the fact that the employee may or may not proceed on regular leave or that his leave has or has not been officially refused but

the return journey must be completed within six months from the date of commencement of the outward journey and the concession will be counted against the block in which the outward journey commenced. The limit of six months may be relaxed in special cases by the Vice-Chancellor at its discretion. The claim in each case however, shall be for both outward and inward journey.

Availing of concession for himself.

6.1. An employee who has a family living away from his place of work, may instead of having the concession for his family as well as for himself once in a block of two years, avail of the concession for himself alone once every year for visiting his home-town.

Grace time for availing of the concession.

7.1. The employees and their families who are unable to avail themselves of the concession in a block of two years may be permitted to count the next block period from the end of the first year. Thus, in a case where the employee and his family can not avail themselves of the concession in the 1976-77 block, they shall be eligible to count the next block with effect from the 1st January, 1977. The concession due for the 1976-77 block must, however, be availed of by them before 31st December 1978. In case they fail to avail themselves of the concession before that date their title to concession for that block shall be treated as having lapsed.

7.2. Those University employees and their families who have not availed themselves of the concession in 1972-73 block under the rules in force prior to the coming in force of these rules, shall be entitled to avail of the concession of the block 1972-73 upto December, 1974.

8.1. (a) Each employee shall make to the authority who has been declared to be the Controlling Officer in respect of an employee for purposes of Travelling Allowance claims a declaration as to his home town, within a period of six months from the date these rules come into force or on a date prior to the availing of the concession under these rules whichever is earlier. In the case of a University employee on foreign service, the period of six months shall be reckoned from the date of his reversion to University

Declaration of home town.

service, unless the concession is extended to him during his foreign service in which case a declaration shall be made within six months of the date on which it is decided to extend the concession to him.

*(b) Notwithstanding anything contained in clause (a), in the case of an employee transferred from the service of the Government to the service of the University and permanently absorbed in the service of the University, if such employees while in the service of Government has already made a declaration as to his home town under the rules then applicable to him, such declaration shall be deemed to be a declaration made by such employee under clause (a) and he shall not be required to make a fresh declaration under that clause.

**Acceptance of
declaration.**

8.2. The persons who enter University service in future shall make such a declaration before expiry of six months from the date of entry into service.

8.3. The declaration shall be subject in each case to the acceptance of the Controlling Officer who shall satisfy himself about the correctness thereof after calling for such evidence as he may consider necessary. The criteria mentioned below may be applied for acceptance of such a declaration.

(i) Whether the place declared by the employee is one which requires his physical presence at intervals for discharging various domestic and social obligations and if so, whether after his entry into service, the employee had been visiting the place frequently.

(ii) Whether the employee owns residential property in that place or whether he is a member of a joint family having such property there.

(iii) Whether his near relations are residing in that place.

(iv) Whether prior to his entry into University service, the employee had been living there for some years.

* Added by the Board of Management on 28-2-77.

NOTE : 1 The criteria, one after the other need be applied only in cases where the immediately preceding criterion is not satisfied.

NOTE : 2 Where an employee or the family of which he is a member owns residential or landed property in more than one place, it is left to the employee to make a choice giving reasons for the same provided the decision of the Controlling Officer whether or not to accept such a place as the home town of the employee shall be final.

NOTE : 3 Where the presence of near relations at a particular place is to be the determining criterion for the acceptance of declaration of home town, the presence of near relations should be of a more or less permanent nature.

8.4. An employee who is his own Controlling Officer for the purpose of Travelling Allowance, should make to his next superior administrative authority the initial or any subsequent declaration of his home town.

8.5. The declaration shall be kept on the service sheet/book or other appropriate service record of the employee concerned.

**Keeping
declaration on
service record.**

8.6. The declaration of "home once made will ordinarily be treated as final. In exceptional circumstances, the Vice-Chancellor may authorise a change in such declaration provided that such a change shall not be made more than once during the entire service of the employee.

**Change in
declarations.**

CHAPTER III

ADMISSIBILITY OF CLAIMS AND OTHER CONDITIONS FOR REGULATING THE CLAIMS

Concession
admissible for
journeys by rail
within India.

9.1. The concession will ordinarily be admissible for journeys by rail within India.

Concession
admissible for
journeys by
road/steamer.

9.2. The concession will also be admissible for journeys between stations which are not connected by rail, such journeys should however, be performed by the shortest road-route/steamer services as indicated below :—

(i) For the journey which is covered by a recognised public transport system, the amount admissible shall be on the basis of the fares actually charged by such a system for the appropriate class of accommodation.

(ii) For the portion of the journey which is not covered by a recognised public transport system, the amount admissible shall be in terms of rule 24.1 of Gujarat Agricultural University Employees Travelling Allowance Rules or the actual expenses incurred, whichever is less. In either case the amount shall be calculated on the basis of actual fares or mileage allowance as above, as the case may be at single rates for employee himself and each entitled member of his family for whom full fares are payable and at half the rates for children between the ages of 3 and 12 years for whom half fares are payable.

Journeys by rail

9.3. The class of railway accommodation to which the employee and his family are entitled shall be the class to which he/she is entitled under the normal rules, at the time the journeys are undertaken. If no such journeys or parts of such journeys, the employee or a member of his family travelled by air or by road or by steamer, the extent of University assistance shall be limited to what would have been admissible had he travelled by rail in the authorised class or the actual expenses, whichever is less.

- 9.4. If the employee travels by rail in higher class than that to which he is entitled he shall be paid to which he is entitled. To travel by higher class.
- 9.5. If the employee travels by lower class, he shall be paid the fare of the lower class actually used. To travel by lower class.
- 9.6. Employees entitled to travel in I Class by rail may be held eligible to travel in air conditioned II Class of Delux train. Journey by Delux train.
- 9.7. An employee may travel in any class of each journey but the assistance would be limited to the fare of the accommodation of the entitled class and/or the lower class, to the extent actually used. Different Classes in the same journey.
- 9.8. There shall be no objection to employees for their families availing themselves of any concessional return journey tickets announced by the Railway Authorities (e.g. seasonal concession, students concession etc.) in conjunction with the leave travel concession. In such case the fares at either end should be calculated proportionately on the basis of the concessional fare charged by the Railway and this amount then deducted from the total actually by road. Concessional return journey.
- 9.9. Where the employee and/or his family travel by road between two points connected by rail, by private car, he/they shall be paid to what would have been admissible had the journey been performed by rail by the "entitled class". In such cases, no scrutiny of actual expenses incurred for the journeys by car will be made. In the case of the employee who is his own Controlling Officer, a certificate by him to the effect that he and/or the members of his family travelled by private car may be accepted as adequate. In other cases, reimbursement will be allowed, provided the Controlling Officer is satisfied that the journeys were actually performed by private car. Journey by private car.
- 10.1. If an employee or his family entitled to travel in a higher class by railway, travels in lower class and pays extra charges for sleeping accommodation provided by the Rail- Sleeping accommodation.

way for lower class passengers, the Controlling Officer may allow the fare of accommodation actually used inclusive of the charges for the sleeping accommodation, provided such fare does not exceed the fare of the class by which the employee is entitled to travel.

**Concessional
circular Trip
Tricket.**

10.2. There shall be no objection to an employee or his family availing themselves of concessional circular Trip Ticket offered by the Railway Authorities in conjunction with the leave travel concession. It will also be permissible while utilising such a concessional ticket to travel in any class, higher or lower than the entitled one. In such cases double the fares should be calculated proportionately on the basis of the concessional fare charged by the Railway for the entitled or the lower class actually used and this amount deducted from the fare for the shortest route between headquarters and the home town, calculated proportionately on the basis of the concessional fare charged.

**Journeys by the
shortest route.**

11.1. An employee or his family members may travel by any route or halt anywhere on the way to or from the home town, but the University assistance shall be limited to the fare by the shortest route calculated on a 'through' ticket basis.

11.2. When an employee or any member of his family performs the journey by a longer route which is not the cheapest in two different classes of railway accommodation for example, partly by I Class to which he is entitled and partly by II Class, the entitled class rate shall be admissible for the corresponding proportion of the shortest or the cheapest route.

NOTE 1 : The concession of travelling in the air-conditioned class shall not be admissible for journey under these rules. The University share of fares in respect of journeys performed by employees in the air-conditioned class, shall be restricted to the appropriate share of the fare by 1st class.

NOTE 2 : There shall be no objection to employee of III and IV grade travelling by Mail/Express trains. In such cases, a certificate to the fact that the journey was actually performed

by a Mail/Express train should be recorded by the claimant on the bill.

12.1. The right of an employee for reimbursement of leave travel concession claim stands forfeited or deemed to have been relinquished, if the claim for it is not preferred within one year of the date of completion of the return journeys.

Forfeiture of claim

13.1. Half the amount of advance in each case shall be limited to four-fifths of the estimated amount which the University would have to reimburse in respect of the cost of the journey both ways to the home town and back.

Grant of Advance.

13.2. Where the employee and members of his family avail themselves of the leave travel concession separately that is at different times, there would be no objection to the advance being drawn separately to the extent admissible.

13.3. The advance may be drawn for both the forward and return journeys of the employee and/or the members of his family at the time of the commencement of the forward journey, provided the period of leave taken by the employee or the period of anticipated absence of the members of the family does not exceed three months or 90 days.

13.4. Where the period of leave or the period of anticipated absence exceeds three months or 90 days the advance can be drawn for the forward journey only.

13.5. Where the advance has already been drawn for both the forward and the return journeys and later it becomes clear that the period of absence either of the employee or of the employee's family from the headquarters is likely to exceed three months or 90 days, one half of the advance shall be refunded to University forthwith.

13.6. The advance shall have to be refunded forthwith if the outward journey is not commenced within 15 days of the grant of advance.

13.7. The Controlling Officers, for travelling allowances purposes may sanction advance to employees to enable them to

avail of the leave travel concession. The employees who are their own Controlling Officers for Travelling allowance purposes may sanction such advances to themselves.

- 13.8. The advance in respect of temporary employees and their families shall be sanctioned subject to the production by them of surety of a permanent employee.
- 13.9. (a) The account of an advance drawn for leave travel journeys will be rendered after completion of the journeys in the same way as for an advance of Travelling Allowance on tour.
- (b) The Travelling Allowance claim in adjustment of the advance drawn should be prepared within one month of the completion of the return journey.
- (c) Where advances are sanctioned separately for each different group members of family of the employee, adjustment of claims may be permitted to be made separately. Where, a consolidated advance is drawn by the employee in respect of the members of his family, the adjustment claim should be prepared in a single bill.

CHAPTER IV

COMBINATION OF LEAVE TRAVEL CONCESSION

WITH TRANSFER OR TOUR

14.1. The concession shall also be admissible as in case of a journey on leave travel concession combined with one on transfer or tour. The following types of cases are likely to arise.

- (i) An employee going to home-town on regular leave proceeds therefrom on transfer to the new headquarter.
- (ii) (a) An employee proceeds with proper prior permission to home-town on regular leave from tour station and returns to headquarters direct from home-town; and
(b) an employee proceeds to tour station from home town with proper prior permission and returns to headquarters therefrom.

Leave Travel
Concession in
combination with
transfer journey.

The combined claims in such cases shall be regulated as indicated below :—

(a) IN DUE CASE OF THE CATEGORY (i) ABOVE :—

The employee may be allowed as his minimum entitlement transfer travelling allowance under Gujarat Agricultural University employees T.A. Rules. He may be allowed in addition, leave travel concession under these rules.

The option has to be exercised in respect of self and the members of the family at the time of preferring the claim for transfer travelling allowance.

When leave travel concession is not availed of, the leave travel concession advance, if any taken by the employee should be adjusted against his travelling allowance entitlement.

(b) IN THE CASE OF THE CATEGORY (ii) (a) ABOVE :—

Travelling allowance as on tour may be allowed for the journeys from the headquarters to the tour station from

which the employee proceeds to home-town and leave travel concession for the journey from tour station to home-town and back to headquarters deeming the tour station as the starting point for the onward journey.

(c) **IN THE CASE OF THE CATEGORY (ii) (b) ABOVE :—**

Leave travel concession as admissible under the rules may be allowed from headquarters to home-town and travelling allowance as on tour for the journey from home-town to tour station and back to headquarters.

CHAPTER V

MISCELLANEOUS

- 15.1. The assistance may be claimed by presenting claims in T.A. Bill forms on the usual certificates that the journeys were actually performed by the class of accommodation not lower than that for which reimbursement of fare is claimed.
- 16.1. The employee should inform their controlling officers before journeys for which assistance under these rules will be claimed are undertaken. The controlling officers, shall in each case satisfy themselves about the genuineness of the claim and bonafideness of the journeys performed by the employees, before countersigning the bills for leave travel concession.
- 17.1. A record of all assistance granted under these rules shall be suitably maintained. The record should be in the form of entries in the service sheet/service book or other appropriate service records indicating the date or dates of commencement of the out-ward journeys. The authority responsible for the maintenance of service record shall ensure that on every occasion an employee proceeds on leave which is entered in his service records, the fact whether or not he availed of the travel concession under these rules, is entered in the record.
- 17.2. The controlling officer shall maintain for his own convenience a register of "home towns" in respect of the employees under his control.
- 17.3. The following two certificates one from the controlling officer and the other from the employee concerned should be submitted to the authorities concerned along with the bills for leave travel concession.

Claims to be preferred on T.A. Bill forms.

Controlling Officer to satisfy himself about the genuineness of the claims.

Records and Certificates.

CERTIFICATE TO BE GIVEN BY THE CONTROLLING OFFICER :—
Certified —

(i) that Shri/Shrimati/Kumari

(Name of the employee _____)

has rendered continuous service for one year or more on the date of commencing the out-ward journey.

(ii) that necessary entries as required under rule 17.1 above have been made in the service sheet/service book of Shri/Shrimati/Kumari _____

(Signature and designation of the Controlling Officer)

CERTIFICATE TO BE GIVEN BY THE UNIVERSITY EMPLOYEE.

(i) I have not submitted any claim so far Leave Travel Concession in respect of myself or my family in respect of the block of two years _____ 19 _____ and 19 _____.

(ii) I have already drawn Travelling Allowance for the Leave Travel Concession in respect of a journey performed by me/my wife/myself with _____ children. This claim is in respect of the journey performed by my wife/myself with _____

children, none of whom travelled with the party on the car lier occasion.

(iii) The journeys has been performed by me/my wife with _____ to the declared "home town" viz. _____.

*(v) THAT MY HUSBAND/WIFE IS NOT EMPLOYED IN UNIVERSITY SERVICE.

THAT MY HUSBAND/WIFE IS EMPLOYED IN UNIVERSITY SERVICE, and the concession has not been availed of by

him/her separately for himself/herself or for any of the family members or concerned block of two years.

(Signature of the University employee)

* (Delete which is not applicable).

§ SCHEDULE-XXI

THE GUJARAT AGRICULTURAL UNIVERSITY EMPLOYEES COMPENSATORY LOCAL ALLOWANCE RULES

**Title and
commencement.**

1.1. These rules may be called "the Gujarat Agricultural University Employees Compensatory Local Allowance Rules". These rules shall come into force with effect from such date as may be specified by the Board. *

Applicability.

2.1. These rules shall apply to all University employees whose conditions of service the University is competent to prescribe.

2.2. These rules shall also apply to :-

(a) all employees of the Government of Gujarat who are taken over and employed by the University along with the activities on or after 1-6-1972;

(b) all employees of the Institute of Agriculture, Anand who are taken over and employed by the University along with the activities with effect from 1-6-1972;

(c) all employees of the Agriculture School, Aliabada who are taken over and employed by the University along with the activities with effect from 1-2-1973.

Definitions.

3.1. (1) 'Act' means the Gujarat Agricultural University Act, 1969.

(2) 'BOARD' means the Board of Management as defined in Section 2(8) of the Gujarat Agricultural University.

(3) 'CONTROLLING OFFICER' means the following for the purpose of these rules.

(i) For officers of the University except Vice-Chancellor

(a) Chancellor

(b) Vice-Chancellor

(c) Director of Campuses.

* The rules have come into force with effect from 4-11-1974.

- | | | |
|----------|--|---------------------------------------|
| (ii) (a) | For all employees in Vice-Chancellor's office except officers of the University and except the employees at (iii) below. | Registrar |
| (b) | For all employees in colleges and offices in the zone except officers of the University except employee at (iii) below. | Director of Campus concerned. |
| (iii) | For employees whose minimum starting pay is less than Rs. 650/- p.m. | Authority drawing pay and allowances. |

(4) "FAMILY" means an employee's wife or husband as the case may be, residing with the employee and legitimate children and step children residing with and wholly depended upon the employee and parents residing with and wholly dependent upon the employee. It includes in addition sisters and minor brothers if residing with and wholly dependent upon the employee, including adopted child.

NOTE :- Not more than one wife is included in the term "family" for the purpose of these rules.

(5) "Head of Office" means an officer, or a Teacher or other employee of the University declared as such under the Statute.

(6) "Pay" means and includes the following :

- (i) Pay officiating or substantive or notional pay.
- (ii) Special pay including non-practising allowance.
- (iii) Personal pay.
- (iv) Any other emoluments which may be specially classed as 'Pay'.

(7) "UNIVERSITY EMPLOYEE" includes :-

- (i) an officer of the University as defined in Section 2(8) of the Act excluding the Chancellor, Vice-Chancellor and the Director of Campus;
- (ii) a teacher in the University as defined in Section 2(17) of the Act and
- (iii) any other employee of the University other than an officer or a Teacher.*

The words and expressions used but not defined in these rules shall have the meaning assigned to them in the Act.

Rates of C.L.A.
and its admissibility

4.1. The rates of compensatory local allowance in respect of full time University employees and places at which the C.L.A. is admissible shall be as follow. The allowance shall be drawn by the employees drawing pay in the following ranges.

* Place	Pay range	Rate of C.L.A.
Ahmedabad	Below Rs. 250/-	6.5% of pay subject to a minimum of Rs. 12/- per month.
	Rs. 250/- and above.	6% of pay subject to a minimum of Rs. 16.20 per month and maximum of Rs. 75/- per month.
Baroda/Surat	Below Rs. 750/-.	3.5% of pay subject to a maximum of Rs. 10/- per month.
	Rs. 750/- and above.	The amount by which pay falls short of Rs. 759/-

* Where the application of the revised rates of the compensatory local allowance results in less to an existing employee,

* Substituted by the Board of Management on 8-11-76.

the existing amount of allowance drawn by him would be protected by treating the difference between the allowance admissible at present and the allowance admissible at the revised rates, as indicated above, as personal allowance. The protection will continue till the employee while working at the same station becomes entitled to a higher amount of compensatory local allowance as per revised rates. Such protection will not be available in the event of his transfer to a new station.

5.1. The eligibility of compensatory local allowance shall be determined with reference to the place of duty of the employee concerned.

Provided that where an employee transferred to a new station in University interest, retain his family at the old station (x), he may on production of a certificate of the controlling officer to the effect that the employee concerned was unable to secure suitable accommodation at the new station (y) and that continued to maintain the residence occupied by him at the old station (x) immediately before his transfer be allowed for a period not exceeding six months from the date of assumption of charge at New Station to draw the C.L.A. at the new station at the rate applicable to the old station (x) so as not to exceed what would have been admissible at the new station (y).

Provided further that where such an employee is transferred again to a third station (z) within a period of six month from the date of assumption of charge at the new station (y) the old station shall mean the 'first station' (x) for the purpose of the first proviso.

6.1. The C.L.A. shall be admissible to married as well as unmarried University employees.

C.L.A. to married as well as unmarried employee.

6.2. The C.L.A. shall be admissible during absence from headquarters, on tour.

7.1. The C.L.A. shall also be admissible during suspension provided suspending authority is satisfied that the employee continues to meet the expenditure for which this allowance is granted and subject to the continue that the suspending authority allows this allowance at the full

C.L.A. during suspension.

rate admissible or at such reduced rates, as the suspending authority may direct.

C.L.A. during joining time.

8.1. The C.L.A. shall be admissible to an employee during joining time on transfer from one post to another to both of which C.L.A. is attached at the lower of the two rates.

C.L.A. during leave.

9.1. The C.L.A. shall be admissible to an employee during leave for a period not exceeding 120 days including* leave preparatory to retirement and refused leave and also* extra ordinary leave without pay.

9.2. The limit of 120 days leave laid in the above rule shall be extended to 240 days for the purpose of grant of C.L.A. in the case of an employee suffering from T.B. or Cancer or suffering from any other ailments during the period of his leave on medical certificate from the prescribed authority whether the leave is on medical certificate from the very commencement or is in continuation of other leave covered by rule 9.1 above. The medical certificate shall be furnished by such employee for drawal of C.L.A. indicated above.

9.3. The C.L.A. may be drawn during leave by an employee at the same rate at which he was drawing this allowance immediately before preceeding on leave.

NOTE :- 1. In the case of an employee who is originally granted leave on medical certificate exceeding 120 days and has ultimately to retire from university service on ground of invalidity, the entire leave thus becoming leave preparatory to retirement, recovery of compensatory local allowance already drawn need not be effected.

NOTE :- 2. In cases where an employee who is sanctioned leave whether on medical grounds or otherwise, does not join duty after availing himself of such leave and resigns, he shall not be eligible for a compensatory local allowance for the entire period of such leave and it shall be recovered from him and his resignation shall not be accepted till such recovery is made.

* Substituted by the Board of Management on 18-10-1975.

9.4. In case question arises whether the C.L.A. may be drawn by the employee suffering from T.B. or cancer or suffering from any other ailments during his leave on medical certificate exceeding 240 days, such question shall be decided by the Board.

+9.5. The compensatory local allowance shall be admissible to an employee during deputation in India or to undergo a course of training abroad. Provided that if the period of training is treated as study leave, the allowance will not be admissible.

* NOTE :- This allowance shall not be admissible to an employee who has drawn transfer travelling allowance for himself and/or for his family. If he claims transfer allowance after drawing this allowance for some time, this allowance shall be recovered before transfer travelling allowance is allowed.

*In the case of an employee who has been in the service of the University on or after 1-1-1974, he shall be eligible to draw from that date the compensatory local allowance at the rates prescribed in rule 4.1 as amended by a resolution made by the Board of Management on the 8th November, 1976.

+ Revised by the Board of Management on 18-10-75.

* Added by the Board of Management on 18-10-75.

* Added by the Board of Management on 12-6-77.

SCHEDULE-XXII

RULES REGARDING GRANT OF ADVANCE TO EMPLOYEE OF GUJARAT AGRICULTURAL UNIVERSITY, FOR THE PURCHASE OF FOOD-GRAINS.

Title and commencement.

- 1.1. These rules may be called "the rules regarding grant of advance to employees of Gujarat Agricultural University, for the purchase of food-grains."
- 1.2. These rules shall come into force with effect from such date and may remain in force for each time as may be notified from time to time.*

Definition.

- 2.1. In these rules unless the context otherwise requires
 - (1) "Act" means the Gujarat Agricultural University Act, 1969.
 - (2) "Basic Pay" means the amount drawn mostly as pay by an employee in the prescribed pay scale of the post held by him.
 - (3) "Employee" includes :-
 - (i) 'Teacher' in the University as defined in section 2(17) of the Act and
 - (ii) Any other employee of the University other than an officer of the University and a Teacher.
 - (4) "Form" means a form appended to these rules.
 - (5) "Head" of Office" means an officer, a Teacher or other employee of the University declared as such under the statutes.
 - (6) "Pay" means and includes the pay officiating or substantive or notional pay.
 - (7) "University" means the Gujarat Agricultural University.

* The rules have come into force with effect from 1-4-75.

The words and expressions used in the Act, but not defined in these rules shall have the meaning assigned to them in the Act.

- 3.1. The advance shall be admissible to all employees receipt of pay not exceeding Rs. 1000/- p.m. whose condition of service the University is competent to prescribe including all employees who are taken over and employed by the University alongwith the activities on or after 1.6.1972 under the provision of the Gujarat Agricultural University Act, 1969.
- 3.2. The advance shall not be granted to temporary employee who is not act likely to be continued in University service for a period of at least one year beyond the month in which advance is drawn.
- 3.3. The advance under the rule shall be admissible to work-charged staff and full time IV grade employees paid from contingencies who are likely to continue in service for more than 12 months beyond the month in which the advance is drawn.
- 3.4. The advance shall be admissible only to those who are on duty or on leave other than leave preparatory to retirement at the time of the advance is drawn.
- 3.5. No advance shall be granted to the employee who is under suspension. In a case in which an advance was sanctioned before the employee was suspended, he shall not be permitted to draw the advance during the period of suspension.
- 3.6. The advance under the rules shall not be admissible to casual or part-time employees on daily, weekly fort-nightly or monthly wages.
- 3.7. These rules shall also apply to the persons who are on deputation to this University.
- 4.1. The amount of advance to an employee during the financial year 1976-77 shall not exceed to Rs.300/- or one months basic pay, whichever is less, and thereafter the amount

Admissibility of advance.

Amount of advance admissible.

+ Substituted by the Board of Management on 24-5-76.

of advance shall be such as may be specified, from time to time, by the State Government, for its employees.

Conditions for grant of food grains advance.

- 5.1. No advance shall be sanctioned till the previous food grain advance, if any, has been recovered in full.
- 5.2. Every employee who takes advance shall produce a receipted voucher from whom the Food Grains are purchased period of two months from the date of drawal of the advance in taken of proof that the advance has been fully utilised. In case of failure in produciion of such receipt voucher, the entire amount of advance together with the penal interest at 8 1/4% shall be recovered in one instalment.
- 5.3. The un-utilised balance of food grain advance shall be refunded to University in one instalment immediately after the purchase of food grains.
- 5.4. The advance shall not be admissible for more than one occassion in a financial year.

Mode of recovery,

- 6.1. The amount of advance shall be recovered in not more than ten equal monthly instalments. The first instalment shall commence with the next month's pay bill i.e. the pay bill of the month following that in which the advance is drawn.

Sujety Bond

- 7.1. Advance to a temporary employee or the work charged employee or full time IV grade employee paid from contingencies shall be sanctioned *only after obtaining surety from a permanent employee or a permanent government employee having a status comparable to or higher than that of the employee, who has applied for the advance in the form I appended statutes to 27-A (12).

Authority competent to sanction advance

- 8.1. The Head of the office shall be competent to sanction the advance under the rules to the employees working in his office.

* Added by the Board of Management on 11-8-78.

* The Registrar shall sanction the advance to the employee working in the Vice-Chancellor's office.

8.2. The Head of the office granting the advance shall ensure that the conditions of grant of the same are fulfilled.

9.1. The expenditure on this account shall be debited to the head "Advance to the employees for purchase of food grains" and recoveries there of shall be made from pay bill.

Accounting
procedure.

* The Registrar shall sanction the advance to the employees working in the Vice-Chancellor's office.

9.2. The Head of the office shall be responsible for affecting recoveries as and when they fall due.

10.1. No interest shall be charged on amount of advance sanctioned for the purchase of good grains.

Interest free
advance.

11.1. A Register in form II appended to the statute 27-A(12) regarding grant of Festival Advance shall be maintained in case of food grain advance under the rules after making suitable changes.

Account of
Advance.

11.2. The schedule of recoveries in form III appended to the statute 27-A(12) regarding grant of Festival Advance shall be maintained in case of food grains advance under these rules after making suitable changes.

12.1. Where the employee is transferred to another office the amount of advance paid, voucher number and date of payment the number of instalments recovered to-date, the balance to be recovered, the designation of drawing and disbursing officer etc. should be mentioned in the last pay certificate of the incumbent.

Last pay
Certificate.

12.2. In a case where the employee is transferred to another office, the details of recoveries shall be obtained from the office from which he is transferred and recovery watched till the whole amount is recovered.

* Added by the Board of Management on 24-12-75.

SCHEDULE-XXIII

GUJARAT AGRICULTURAL UNIVERSITY FOUNDATION FUND RULES

- Title and Commencement**
1. These rules may be called "The Gujarat Agricultural University Foundation Fund Rules" and they shall come into force with effect from such date as may be specified by the Board.*
- Definition.**
2. In these rules unless the context otherwise requires :-
- (1) 'Fund' means the Foundation Fund as defined in Section 37 of the Act.
- The words and expressions used herein but not defined in these rules shall have the meaning assigned to them in the Act.
- Moneys forming part of the funds.**
3. The following moneys shall form part of and be paid into fund namely :-
- (1) The contributions and grants made by the Government specifically for being credited to the fund.
- (2) The amounts of such donations/Endowments which are not given for specific purpose.
- (3) Such other amounts as the Board of Management may decide from time to time to be credited to the fund with the previous approval of the Government.
4. The corpus of the fund shall be kept in tact, but the interest accruing thereon, shall be utilised for such purposes which fall within the objects of the University but for which grants are not provided either in the budget of the University or for which no financial assistance is available from the Indian Council of Agricultural Research or from any other source.
- Administration of the Fund.**
- 5.1. The moneys in the fund shall be invested in the securities authorised by the Indian Trust Act, 1882.

* The rules have come into force with effect from 24-5-76.

5.2. The schemes to be financed for the purposes mentioned above shall be approved by the Board of Management and the Vice-Chancellor shall be competent to operate the same.

6. The estimates of the fund shall be prepared by the Comptroller with the approval of the Vice-Chancellor and placed before the Board of Management alongwith the annual budget of the University.

7. The accounts of the fund shall be maintained by the Comptroller under the directions of the Vice-Chancellor.

**Account of
of the funds.**

8. The account of the fund shall be audited annually by Auditor of the University appointed under sub-section (2) of the Section 41 of the Act.

**Audit of
Accounts.**

SCHEDULE XXIV

GUJARAT AGRICULTURAL UNIVERSITY EMPLOYEES DEARNESS ALLOWANCE RULES

**Title and
Commencement.**

- 1.1. These rules may be called "the Gujarat Agricultural University University Employees Dearness Allowance Rules." These rules shall come into force with effect from such date as may be specified by the Board.*

Applicability.

- 2.1. These rules shall apply to all University employees whose conditions of service the University is competent to prescribe.

Definitions.

- 3.1. (1) "ACT" means the Gujarat Agricultural University Act, 1969.
- (2) "PAY" means and includes the following :-
- (i) Pay officiating or substantive or notional pay.
 - (ii) Special pay including non-practising allowance.
 - (iii) Personal pay
 - (iv) Deputation Allowance.
 - (v) Any other emoluments which may be specially classed as 'Pay'.
- (3) "LEAVE SALARY" means the monthly amount paid by University to a University employee on leave.
- (4) "UNIVERSITY EMPLOYEE" includes.
- (i) an officer of the University excluding the Chancellor, Vice-Chancellor and the Directors of Campuses;
 - (ii) a teacher in the University;
 - (iii) any other employee of the University.

* Rules come into force with effect from 11-8-75, as resolved by the Board of Management on 1-3-76.

All other words and expressions used in these rules but not defined shall have the meanings respectively assigned to them the ct.

4.1. Dearness allowance to a full time employee of the University drawing pay in a pay-scale prescribed under Pre. R.O.P. and G.C.S. (R.O.P.) Rules 1961 and G.C.S. (Pay) Rules 1969, shall be admissible to him at the rates of dearness allowance declared by the State Government, from time to time for Govt. Servants in that pay-scales.

Dearness allowance for full time employees.

*4.1. A. Employees drawing pay in the revised scales as recommended by the Gujarat State Second Pay Commission for non-teaching staff of the University and as accepted by the state government and teachers drawing pay in the revised scales as recommended by the ICAR and adopted by the GAU with approval of the State Government shall be eligible to draw dearness allowance at the rates and in the manner prescribed from time to time by the State Government in this behalf for its employees.

4.2. All part time employees of the University shall be eligible to draw dearness allowance at the rates declared by the State Government, from time to time, for their part-time servants.

Dearness allowance for part-time employees.

4.3. The rates of dearness allowance as declared by the State Government from time to time for their whole time daily rated staff, shall apply in the case of whole time daily rated staff engaged by the University.

Dearness allowance for daily rated staff.

5.1. Dearness allowance may be drawn during any kind of leave, other than extra ordinary leave in or outside India, except that, in the case of leave preparatory to retirement it shall be admissible only during the first 120 days of the leave spent in India. The dearness allowance shall not admissible during any portion of leave preparatory to retirement spent outside India.

Dearness allowance during leave.

5.2. Dearness allowance shall be admissible during the entire period of leave in the cases where the leave at the time

* Added by the Board of Management on 8-11-76.

of its commencement was not leave preparatory to retirement, but was treated as such on production of an invalid certificate.

- 5.3. Similarly during refused leave dearness allowance shall be admissible during the first 120 days of the leave spent.
- 5.4. Dearness allowance during leave shall be based on leave salary actually drawn, both for the purpose of monetary limits within which the dearness allowance is admissible and for the calculation of the amount of the allowance. The words "leave salary actually drawn" shall refer to the rate of leave salary actually drawn and not the amount thereof.
- 5.5. No dearness allowance shall be admissible to employees on study leave, whether in India or outside India.

Dearness allowance during foreign service.

- 6.1. Subject to the sanction terms of appointment of an employee on foreign service, he may draw the dearness allowance on the basis of his pay in foreign service.

Dearness allowance during joining time.

- 7.1. During joining time as referred to in the "Gujarat Agricultural University Employees Service Rules" the dearness allowance shall be based on joining time pay admissible in the above service rules.

- 7.2. During joining time availed of by a servant of the Central Government or other State Government while proceeding on or reverting from deputation, dearness allowance shall be drawn at the rate of the Central Government or as the case may be at the rate of the State Government concerned according as joining time pay is drawn on central Government or other State Government scale of pay.

- 7.3. During joining time preceded by leave, however the dearness allowance shall be admissible at the rate which it was drawn during leave.

Dearness allowance to persons paid at special rates.

- 8.1. The following classes of employees will be eligible for the dearness allowance under the rules provided their pay does not include an element of compensation for the increased cost of living :—

- (i) Employees appointed on contract.
- (ii) Employees appointed on ad-hoc or personal rates of pay.
- (iii) Workcharged establishment.
- (iv) Whole-time staff paid from contingencies.

The amount of dearness allowance of a daily-rated worker for a part of the month will be calculated by dividing the rate of dearness allowance admissible to him on the basis of his monthly pay by 26 and multiplying the result by the number of days on which he was actually employed during the month.

The "element of compensation" as referred to in this rule shall be decided by the Board on line of Government.

9.1. Retired Government Servants/University employees who may be re-employed and who are allowed to draw their pension in addition to pay as laid down in rule 45.1 of "Gujarat Agricultural University Employees Service Rules" will be eligible to draw the dearness allowance, if their pay plus pension does not exceed the monetary limits prescribed under the statute relating to service rules for the employees of the University. In such cases the dearness allowance will be calculated as follows :—

Grant of dearness allowance to re-employed pensioners.

- (i) In the case of employees whose pay plus pension exceeds the sanctioned maximum pay of the post, the dearness allowance shall be calculated on the maximum.
- (ii) In any other case, the dearness allowance shall be calculated on the pay plus pension.
- (iii) In the case of employees on leave, the dearness allowance shall be calculated on leave salary alone (excluding pension).

EXPLANATION :—

For the purposes of this rule, the amount of pension including pension equivalent of D.C.R.G. admissible under the pension rules

of the University will be the amount originally sanctioned (i.e. before communication, if any) less the amount of pension, if once held in abeyance as a condition of re-employment.

Dearness allowance to employees holding two or more part time posts.

10.1. A person who holds two or more part-time posts shall be paid dearness allowance on each post provided that the total dearness allowance on different posts does not exceed the dearness allowance which the employee would have drawn had he been employed on one post and drawing pay equal to the total of the wages drawn on different posts.

Dearness allowance where pay does not fall exactly within prescribed pay ranges

11.1. In case where the pay falls within the interval between two consecutive pay ranges, the dearness allowance shall be admissible at the rates shown against the next higher pay range or slab. Thus a person in receipt of pay of Rs. 100.50 per mensem, shall draw dearness allowance at the rate prescribed for the pay range of Rs. 101-150.

12.1. The part-time employees who are paid from the contingencies shall be eligible for dearness allowance.

13.1. The dearness allowance in respect of any broken period in a month shall be drawn for the actual days of duty at the rate appropriate to the monthly rate of pay during such period or periods.

Dearness allowance to persons on deputation to University.

14.1. If a Central Government Servant or any other State Government Servant on deputation to this University is followed to retain the pay-scale admissible to him in his parent Government plus deputation allowance, if any dearness allowance, shall be allowed under the rules of parent Govt. If, however, the deputationist is appointed in the scale of pay prescribed for the post by this University, he shall be allowed to draw the dearness allowance under the rules of this University.

SCHEDULE-XXV

RULES GOVERNING THE GRANT OF ADVANCES TO EMPLOYEES OF GUJARAT AGRICULTURAL UNIVERSITY ON TRANSFER OR IN CONNECTION WITH TOURS/ TRAINING FOR UNIVERSITY WORK.

CHAPTER-I

TITLE, APPLICABILITY AND DEFINITIONS.

- 1.1. These rules may be called the "Rules governing the grant of advances to employees of Gujarat Agricultural University, on transfer, or in connection with tours/training for University work." **Title and commencement.**
- 1.2. These rules shall come into force at once.*
- 2.1. Unless, otherwise specifically provided, these rules shall apply to all University employees [whose conditions, of service the University is competent to prescribe. **Applicability.**
- 3.1. In these rules, unless the context otherwise requires :- **Definitions.**
- (1) "ACT" means the Gujarat Agricultural University Act, 1969.
- (2) "CONTROLLING OFFICER" means an officer, teacher or other employees declared as Controlling Officer under rule 7.1.
- (4) "FAMILY" means the family as defined in Schedule XVI to Statute 27-A (13) of First Statutes.
- (4) "FO" means the form appended to these rules.
- (5) "UNIVERSITY EMPLOYEE" includes :-
- (i) an officer of the University excluding the Chancellor, Vice-Chancellor and the Director of Campuses;

* Passed by the Board of Management on 11-8-75.

- (ii) a Teacher in the University and;
- (iii) any other employee of the University.

The words and expressions used in the Act, but not defined in these rules shall have the meaning assigned to them in the Act.

- (6) "HEAD OF OFFICE" means an officer or a Teacher or other employee declared as such under Statute-28.

CHAPTER-II

CONDITIONS GOVERNING THE GRANT OF ADVANCES ON TRANSFER

Admissibility and power of sanction.

4.1. A Head of Office shall sanction advances of pay and travelling allowances to an employee, who, while on duty or on leave, is required to proceed on transfer. In the case of an Officer, the advance shall be sanctioned by the Vice-Chancellor.

4.2. The advance shall be sanctioned in the case of Head of Office by the next higher authority.

4.3. An authority competent to sanction the transfer of an employee on foreign service may sanction advances of pay and travelling allowance to an employee on such transfer,

Amount of advance admissible.

5.1. The amount of an advance, which may be sanctioned to an employee under the rules shall not exceed -

(a) One month's pay which he is in receipt of immediately before his transfer or one month's pay to which he will be entitled to draw after his transfer, whichever is less and;

(b) In addition to the amount specified in clause(a) the amount of probable travelling allowance to which he may be entitled to in cosequence of his transfer.

Note : 1 The advance of pay under clause (a) of rule 5.1 may be allowed to be drawn at the new station soon after the arrival of the employee thereon production of

the last pay certificate showing that no advance was drawn at the old station.

Note : 2 In cases where any member/members of the family of the employee follows him to the new station a second advance may be granted to cover the travelling expenses of such member/members as admissible under clause (b) of rule 5.1 provided no advance of travelling allowance has already been drawn for him/them and he/they follows him to the new station within six months of the date of his transfer.

Note : 3 In cases where an employee who was competent to sanction the advance for himself while on duty receives an order of his transfer during leave, advance shall be sanctioned by the next higher authority.

6.1. The amount of advance of pay granted under clause (a) of rule 5.1, shall be recovered in not more than three equal monthly instalments and the recovery shall commence from the month in which the employee draws a full month's pay or/and leave salary, as the case may be, after joining his new appointment.

**Recovery of
advance.**

6.2. The amount of advance of travelling allowance granted under clause (b) of rule 5.1, shall be recovered in full within three months from the date of completion of the journey by the employee, or by the members of his family, as the case may be by adjustment in his travelling allowance bill, or in cash or by deduction from his pay bill.

Note : In the cases where an employee has drawn a lump sum advance of travelling allowance for himself and the members of his family do not make or complete the journey, the amount of advance may be adjusted in one or more bills submitted by the employee for different journeys. In such an event, the employee should certify on each adjustment bill submitted by him to the effect that a further bill in respect of the travelling allowance of the members of his family who have not completed the journey, will be submitted in due course and that such bill is expected to include an amount not less than the balance left unadjusted in his bill.

**Watching of
recovery.**

6.3. The following procedure shall be followed in watching the recoveries of advance granted under the rules :-

(a) The Head of Office, under whom the employee is transferred shall be responsible for the recovery of the advance. A Register in the form appended hereto shall be maintained by each Head of Office. The employee, shall however be responsible to see that the traveling allowance claim is preferred promptly by him.

(b) The authority who draws the advance, should invariably indicate the office to which the employee is transferred, in the bill on which the advance is drawn. He should also mention in the last pay certificate the number and date of voucher of the advance drawn.

(c) The authority sanctioning the advance should forward a copy of the order sanctioning the advance to the Head of Office under whom the employee is transferred.

(d) The Head of Office, under whom the employee is transferred should indicate in the bills in which the advance is adjusted, the number and date of the voucher, the amount of the advance and the office from which the employee is transferred. He should also furnish the full details of such recoveries to the authority sanctioning the advance.

6.4. The following procedure shall be followed with regard to the advance sanctioned under the rules to an employee on foreign service.

(a) The amount of advance granted to an employee on his transfer to foreign service should be re-imbursed by the Foreign Employer in lump to the Comptroller of the University.

(b) (i) An advance of pay to an employee, on his reversion from foreign service, shall be granted by the foreign employer only with the concurrence of the authority competent to sanction the transfer of such employee to foreign service. The recovery of the advance from the

employee should be watched in the same manner as prescribed for an advance of pay sanctioned to an employee under these rules,

(ii) An advance of travelling allowance granted by a foreign employer to an employee, on his reversion from foreign service should be adjusted in the travelling allowance claim of the employee, which should be submitted direct to the foreign employer as the travelling allowance of the employee on his reversion from foreign service is to be borne by the foreign employer.

CHAPTER-III

CONDITIONS GOVERNING THE GRANT OF ADVANCES IN CONNECTION WITH TOURS/TRAINING

Admissibility of
advance and
power of sanction.

- 7.1. *The Head office may sanction an advance to an employee under his administrative control and who is required to proceed on tour, an advance to cover his personal travelling expenses for a period not exceeding thirty days as well as his expenses on contingent charges arising out of the tour.

*In the Vice-Chancellor's office the advance may be sanctioned by the following authorities.

- (a) for officers self
(b) for others officer or the under whom the employees are working.

**7.2.

- 7.3. An advance to a Head of Office under sub-rule 7.1 may be sanctioned by his controlling officer.

- 7.4. A Controlling Officer may sanction the grant of an advance under sub-rule 7.1 to himself.

EXPLANATION :- In this rule, the term (i) "personal travelling expenses" mean steamer, rail, or air fares, incidental charges, road mileage and daily allowance for a period not exceeding 30 days and the term (ii) "Contingent charges" mean expenses on hire of conveyance and for the carriage of records, or other University property.

Conditions of
eligibility for
Second Advance.

- 8.1. A second advance under the rules in this chapter shall not be made to an employee until he has rendered the accounts of the first advance.
- 8.2. An employee who has taken an advance under the rules in this chapter for any particular journey shall not take payment on travelling allowance or other bills drawn in respect the same journey while the advance or any portion of it still remains unadjusted.

* Substituted by the Board of Management on 24-12-75

** Deleted by the Board of Management on 24-12-75.

8.3. With a view to ensuring that no second advance is paid till the first advance is adjusted, the authority which has power to countersign the T.A. bills of the employees under Gujarat Agricultural University T.A. Rules, should attach the following certificate to the orders sanctioning the advance.

(i) that no previous advance is outstanding against

Shri _____

or

(ii) that the travelling allowance bill of the employee on tour in respect of the previous advance granted to him has been received and is under scrutiny in his office;

9.1. The amount of advance granted under the rules, shall be adjusted immediately on the completion of the tour or by the 31st March, whichever is earlier. An advance drawn in the month of March, may however, be adjusted on completion of the tour or by the 30th April, whichever is earlier.

Adjustment of
Advance.

10.1. Advances granted under the rules in the chapter shall be treated as final charges and shall be drawn and accounted for as travelling expenses or as contingent charges as the case may be of the office in which the employee is working.

11.1. The procedure prescribed in rule 6.3. should be followed for the purpose of watching recoveries of advances granted under the rules.

Watching of
recoveries.

12.1. An employee sent abroad for training, in receipt of pay less than Rs. 700/- per mensem shall be entitled to an advance of three month's pay to be repaid in equal instalments not exceeding twelve. An employee drawing pay of Rs. 700 or more shall be entitled to advance of Rs. 1500/- or one month's pay whichever is more. The advance shall be recovered in monthly instalments equal to one third of pay, the last instalment being suitably re-

Grant of advance
to employee sent
abroad for training

duced if necessary. The advance shall be subject to the following conditions namely :

- (1)** The period of deputation should not be less than one month.
- (2)** The advance may be allowed to a temporary employee on condition that surety from a permanent employee of the University for the amount in question is obtained before the advance is sanctioned.

Form No. I

(See Rule 6.3. (a))

Proforma of the Register for recoveries of advance granted to University employees.

Sr. No.	Name of the employee	Designation	No. and date of the order and authority sanctioning the advance.	The Head of Account and the No. and date of the voucher in which the advance is drawn.	Amount of the advance sanctioned	Head of account and the No. and date of the voucher in which the advance is recovered. If recovered in cash, the No. and date of receipt, the receipt schedule and the Head of Account.	Name of Officer/ Teacher/ Other employee recovering the advance	Remarks
1	2	3	4	5	6	7	8	9

SCHEDULE-XXVI

RULES FOR ADVANCES TO TEACHERS FOR PURCHASE OF ACADEMIC AND RESEARCH MATERIAL AND EQUIPMENTS

**Title and
Commencement.**

- 1.1. These rules may be called "The rules for advances to Teachers for purchase of academic and research material and equipments".
- 1.2. These rules shall come into force on the date on which they are approved by the Board of Management.

Definitions.

- 2.1. In these rules unless the context, otherwise requires :-
 - (1) "Equipments" means any tool instrument, apparatus or such other equipment, which is needed to advance knowledge or to aid in imparting instructions or conducting or guiding research or extension education programme but excludes refrigerators.
 - (2) "Form" means a form annexed to these rules.
 - (3) "Material" means books, journals, magazines or literature which is needed to advance knowledge or to aid in imparting instructions or conducting or guiding research or extension education programme.
 - (4) "Teacher" means a Teacher as defined in Section 2(17) of the Gujarat Agricultural University Act, 1969.

The words and expressions used in these rules but not defined shall have the meaning assigned to them in the Act and in the Statutes.

Eligibility

- 3.1. A Teacher who is in continuous service of the University for at least five years and who is not below the rank of an Associate Professor or its equivalent which includes Research/Extension Education personnel, shall be eligible for obtaining advance in accordance with these rules.

• The rules have been passed by the Board of Management on 11-8-75.

4.1. Purposes of granting the advance may be as follows :-

Purposes for granting the advance.

- (i) for payment of monthly or annual subscription of material;
- (ii) for purchase of materials;
- (iii) for purchase of equipment;
- (iv) for payment of subscription for membership fee for enrolment as a member of any National or International organisation, Institute or Society connected with teaching, research or extension education.

(5) If any teacher who is eligible for obtaining advance under these rules desires to obtain such advance, may make application therefore in Form I, to the appointing authority.

Application for Advance

6.1. The limit for grant of advance under these rules shall not exceed :

Admissibility and sanction of advance.

- (i) Rs. 5,000/- for purchase of any equipment at one time.

OR

- (ii) Rs. 10,000/- for purchase of more than one equipment at a time.

OR

- (iii) Rs. 500/- per year for purchase of material, payment of subscription for any material or payment of subscription for membership.

7. Advance shall be admissible subject to following :-

General conditions.

- (i) No advance shall be sanctioned unless provision for the fund therefore is available in the budget and unless specific allotment thereof is made by the Comptroller to the sanctioning authority.
- (ii) Advance shall be drawn within two months from the date of issue of the sanction order; thereafter sanction given for such advance shall lapse.

Provided that the sanction shall lapse on the 31st March each year if the advance is not before drawn that date.

- (iii) Receipts evidencing the purchase shall be produced by him to the sanctioning authority for verification.
- (iv) No advance shall be granted to a Teacher who is about to proceed on deputation out of India, for the purchase of equipments/material for use during the period of such deputation.
- (v) No advance shall be granted to a Teacher under suspension and in the case in which an advance has been sanctioned before he was placed under suspension he shall not be permitted to draw such advance during the period of his suspension.
- (vi) If a teacher to whom advance is sanctioned is on leave or is proceeding on leave, before the drawal of the advance, he may draw the advance during the currency of the leave if he receives intimation regarding availability of the requisite equipment/material during the period of leave.

In such cases the recovery of advance shall begin from the first issue of pay or leave salary immediately after the advance is drawn.
- (vii) Except for special reasons to be recorded in writing a fresh advance shall not be sanctioned within a period of five years from the date the previous advance was drawn.
- (viii) A Teacher who has applied for an advance may be granted advance if the sanctioning authority is satisfied and certifies that the purchase of equipment or material is necessary having regard to the prosecution of the research work conducted by him and the grant of advance will add to the efficiency of the Teacher.

- (ix) If the actual price of the equipment or material paid by the Teacher is less than the amount of advance drawn by him, he shall refund the balance forthwith to the University.
- (x) In case, the Teacher who has been granted the advance, retires from University service before the advance together with interest thereon is fully recovered the said outstanding amount shall without prejudice to any other mode of recovery be recoverable in one instalment from the gratuity payable to him.
- (xi) Advance for payment of subscription of any material, purchase of any material or subscription of membership should be utilised within one month from the date of drawal of advance. Advance for the payment of purchase of equipments should be utilised within three months from the date of drawal of advance.
- (xii) No second advance under the rules shall be granted if a previous advance is outstanding.

- 8.1. Recovery of advance for subscription or purchases of material or subscription for membership may be made in not more than 24 monthly instalments except in case of advance for annual subscription which shall not be in more than 12 instalments. Recovery of advance for purchase of equipments may be made in not more than 60 monthly instalments.
- 8.2. The instalments shall be recovered from the teacher by deduction from the pay bills of the teacher.
- 8.3. A Teacher shall have an option to repay more than one instalment in a month.
- 8.4. If an advance is granted to a Teacher who is due to retire or whose services are likely to be terminated within the maximum period prescribed for its repayment, the number of instalment shall be so regulated that the repayment of advance together with interest, if any is completed before his retirement or termination of his services as the case may be.

Recovery of
Advance.

- 8.5. The amount of each instalment on account of repayment of the advance except the last one, shall be in a number of whole rupees, the amount of last instalment being raised or reduced if necessary in order that the instalment is so fixed as to recover the balance.
- 8.6. The recovery of the amount of advance shall commence with the first issue of pay, leave salary or subsistence allowance as the case may be after the advance is drawn.
- 8.7. The equipment purchased with the aid of advance under the rules shall be considered to be the property of the University until the advance with interest is fully repaid to the University.

Interest.

- 9.1. Advance taken by a Teacher shall be repayable with interest at such rate and in such manner as may be prescribed by the Vice-Chancellor which shall not be less than the rate of interest charged by the State Government on advances paid to its servants for purchase of Motor cars/Motor cycles/Scooter etc. Such interest shall be calculated on the balances outstanding on the last day of each month.
- 9.2. The amount of interest shall be recovered in minimum number of monthly instalments but the amount of each such instalment shall not be greater than the amount of monthly instalment fixed under these rules.
- 9.3. The recovery of interest shall commence from the month following that in which the entire advance is repaid.

Surety Bond.

- 10.1. If a teacher applying for advance is not permanent teacher, he shall before the advance is sanctioned to him, furnish a Surety Bond from a permanent employee having status comparable to or higher than that of the teachers. For such a surety bond Form No.2 annexed to Schedule-VI to Statute 2 - A(6) shall be used with necessary changes.
- 10.2. In cases where surety bond has been furnished by a Teacher under sub-rule (1) above, it shall be cancelled when he is confirmed on a permanent post.

11.1. A Teacher shall, on the date on which he draws the advance execute an agreement in Form No. 3 annexed to Schedule VI to Statute 27-A(6). For this purpose necessary changes may be made in the form.

Agreement.

12.1. The appointing authority shall see that the agreement referred to in sub-rule (1) above is duly executed by the Teacher and shall furnish a certificate to the Comptroller to the effect that the agreement in Form No. 3 has been signed by the Teacher on the date of drawal of advance and that it has been examined and found to be in order.

13.1. Every sanctioning authority shall be responsible to obtain and keep on record the agreement bonds surety bonds until full recovery of principal and interest is made and he shall keep a record of the progress of recoveries and shall make recoveries regularly.

Responsibility
for recovery

FORM - 1.

(See Rule 5)

APPLICATION for advance to Teachers for purchase of academic and research material and equipments.

1. Name of the Applicant.
2. Applicant's Designation.
3. District and Station.
4. Nature and sphere of duties.
5. Pay (Basic)
 - (i) Substantive.
 - (ii) Officiating.
 - (iii) Special/Personal pay.
6. Whether the applicant is a permanent or a temporary Teacher and the length of service rendered.
7. Description and anticipated price of the respective equipments/materials to be purchased, and details of subscription to be paid.
8. Amount of advance required.
9. Purpose for which advance is required
10. Date of superannuation or retirement or date of expiry of contract in the case of Teachers appointed on contract.
11. Number of instalments in which the advance is desired to be repaid.

12. Whether advance for similar purpose was obtained previously and if so :-

(i) date of drawal of the advnace.

(ii) the amount of advance and interest there on still out-standing if any.

13. Are any negotiations or delivery enquiries being made so that delivery may be taken of equipments/ material viz. within two months from the date of drawal of the advance.

Certificate as follows :-

14. (a) Certified that the information given above is complete and true.

(b) Certified that I have not taken delivery of the equipments/ material on account of which I have now applied for the advance and that I shall complete negotiations for the purchase or pay finally and take possession of the equipments/ materials before the expiry of two months from the date of drawal of the advance.

Place :

Date :-

Applicant's Signature.

Recommendation of the drawing and disbursing Officer
Recommendation of the Controlling Officer/Head of Office.

SCHEDULE-XXVII

THE GUJARAT AGRICULTURAL UNIVERSITY EMPLOYEES (HOUSING ACCOMMODATION) RULES, 1977*

Title and commencement and applicability.

- 1.1. These rules may be called "the Gujarat Agricultural University Employees (Housing Accommodation) Rules, 1977.
- 1.2. These rules shall come into force with effect from such date as may be specified by the Board. +
- 1.3. Unless otherwise specifically provided, these rules shall apply to all University employees whose conditions of service, the University is competent to prescribe.
- 1.4. These rules shall also apply to :-
employees of the State Government, Central Government and of other bodies who are on deputation to University.

Definitions

2. In these rules, unless the context otherwise requires :-
 - (1) "Allottee" means an employee to whom a housing accommodation is allotted.
 - (2) "Housing Allotment Committee" means a committee constituted under rule 4, in each zone, by the University for allotment of housing accommodation, to its employees.
 - (3) "Drawing and Disbursing Officer" means the employee who is empowered to draw and disburse the pay to the staff.
 - (4) "Employee" means an employee to whom these rules apply but does not include the Chancellor, the Vice-Chancellor or a Director of Campus.
 - (5) "Emoluments" mean -
 - (i) Pay

* Passed by the Board of Management on 25-1-77.

+ The rules have come into force with effect from 1-4-78.

- (ii) Payments of the fees received by an employee which he is allowed to retain under the Statutes, if such payments or fees are received in the shape of fixed addition to monthly pay and allowances as part of the authorised remuneration of a post.
- (iii) Compensatory allowances other than travelling allowance, Uniform allowance, Clothing allowance, Out-fit allowance, special out-fit allowance and uniform grant.
- (iv) Pension other than family pension or compensation received under the workmen's compensation Act, 1923 as subsequently amended.
- (v) In the case of an employee under suspension, and in receipt of subsistence grant, the amount of the subsistence grant provided that, if such employee is subsequently allowed to draw pay for period of suspension, difference between the rent recovered on the basis of the subsistence grant and the rent due on the basis of the emoluments ultimately drawn shall be recovered from him.

Provided further that if such employee is subsequently re-instated and the period of suspension is treated as leave, the difference between the rent recovered on the basis of the subsistence grant and the rent due on the basis of emoluments defined in Note-2 below shall be recovered from him.

NOTE :- 1 The emoluments of an employee paid at piece work rates shall be determined in such manner as the Board of Management may decide.

NOTE :- 2 The emoluments of an employee on leave, means the emoluments drawn by him for the duty performed prior to his departure on leave.

NOTE :- 3 The word "Pension" occurring in clause (iv) above means the full sanctioned, pension prior to commutation.

(6) "FAMILY" means an employee's wife, or husband as the

case may be residing with the employee and legitimate children (including adopted child) residing with and wholly dependent upon the employee and parents, sisters and minor brothers if residing with and wholly dependent upon the employee.

- (7) "SPECIAL PAY" means an addition, if the nature of pay to the emoluments of a post or of an employee granted in consideration of –
- (a) the specially arduous nature of duties;
 - or
 - (b) a specific addition to the work or responsibility;
 - or
 - (c) the unhealthiness of the locality in which the work is performed.
- (8) The words and expressions used herein but not defined in these rules shall have the meaning assigned to them in the Act.

Eligibility for housing accommodation.

- 3.1. Providing housing accommodation is not a matter of right or a service condition. However, subject to availability of housing accommodation, an employee shall be eligible for a housing accommodation in accordance with the following :-
- (1) An employee who has got a either in his own name in the name of any member of his family within the corporation, the municipal or his Gram Panchayat limits of the place at which the housing accommodation is sought for, will not be considered eligible for allotment of housing accommodation.
 - (2) When more than one members of the same family are in the service of the University and are stationed at one and the same place, only one of them will be eligible for housing accommodation.
 - (3) If the housing accommodations are constructed from the funds made specially available by any outside financing

agency like the Govt. of India, I. C. A. R., I. D. C. or such other agencies, the allotment of houses shall be made according to the provisions of these rules unless there is a specific condition between the University and such other agency to the contrary.

3.2. An employee who is allotted housing accommodation shall pay house rent as may be prescribed by the Board of Management. No employee or class or category will enjoy rent free accommodation or benefit of reduced rent except those who are permitted rent free accommodation or benefit of reduced rent under general or special order of the Board of Management.

4.1. In each zone, Housing Accommodation Committee shall consist of the following members namely :-

**Constitution
of Committee.**

- 1) The Director of Campus (Chairman);
- 2) One of the Deans/Associate Deans or when there is no Dean/Associate Dean, one of the officers of the University as the Vice-Chancellor may nominate;
- 3) Deputy Director of Research;
- 4) Deputy Director of Extension Education;
- 5) Estate Engineer-Member Secretary.

The Vice-Chancellor may, however, appoint a special committee for allotment of houses for the allotment in Dantiwada Campus.

5.1. Every application for allotment of housing accommodation shall be submitted, in the form specified in Annexure A to the Estate Engineer of the zone concerned and shall be accompanied by a receipt of an amount as detailed below, as registration deposit. On receipt of such application, the name of the applicant, shall be registered according to the date of receipt of the application in the register, pertaining to the category to which the applicant belongs according to the classification prescribed.

**Application
for allotment**

Rs. 10/- /- registration deposit for Grade II and Grade-III employees in Technical service and for Grade III and Grade IV employees in Ministerial Service.

Rs. 25/- registration deposit for officers/teachers and other employees in Grade I and Grade II.

Classification of buildings on the basis of carpet area and calculation.

5.2. The classification of categories shall be as under :-

- A. Category Officers of the University and employees whose minimum starting pay is Rs. 1600/- and above per month.
- B. Category Professors, Associate Professors and their equivalent and employees whose minimum starting pay is Rs. 1100/- and above per month.
- C. Category Assistant Professors and their equivalent and employees whose minimum starting pay is Rs. 700/- and above per month.
- D. Category Employees whose minimum starting pay is Rs. 500/- and above per month.
- E. Category Employees whose minimum starting pay is Rs. 350/- and above per month.
- F. Category Employees whose minimum starting pay is less than Rs. 350/-per month excluding those in category "G" below.
- G. Category Grade IV employees.

5.3. The buildings will be classified on the basis of carpet area, for different categories of employees, by the Director of Purchase & Properties, with the approval of the Board of Management.

5.4. (a) The building shall be specially assigned to the following categories of posts.

- (1) Principals of Colleges.
- (2) Professors of Agronomy.

(3) Rectors.

(4) Medical Officers.

(5) Estate Engineers.

(6) Farm Managers.

(b) The Director of Purchase & Properties may with the approval of the Board of Management determine the categories of posts for which the buildings shall be assigned to the posts.

5.5. In the event of an employee becoming eligible to a different category of accommodation due to change in his minimum starting pay in the scale he may intimate to the Estate Engineer such change and the Estate Engineer shall register his name in the appropriate register.

5.6. Registration deposit will be refundable in the event of the employee vacating the housing accommodation and on the production of a certificate from the Estate Engineer to the effect that no amount towards rent or other charges connected with the accommodations are due from the employee.

6. (1) The allotment will be made by the Building Allotment Committee at campus level. The allotment order shall be in the form specified in Annexure-C and shall be signed by the Estate Engineer. The Committee shall meet from time to time and will be guided by the following principles :—

Condition
for Allotment.

(a) Allotment shall be made according to the priority of applications in the waiting list.

(b) Priority for housing accommodation shall be given in the following order to the employees :—

(i) Who are granted rent free accommodation,

(ii) Who are granted accommodation at reduced rent,

- (iii) Other employees whose names are registered according to station seniority.

Provided that for the buildings at Dantiwada for which allotment is to be made for the first time, applications shall be invited by a specified date and the allotment will be according to priority of applications in the following order :—

- (i) Who are entitled to rent free accommodation,
- (ii) Who are entitled to accommodation at reduced rent,
- (iii) employees who are transferred from any place in the University to Dantiwada and are working in the office at Dantiwada prior to 1st February, 1977 and whose names are registered according to station seniority;
- (iv) employees who are transferred from any place in the University to Dantiwada after 1st February, 1977 and whose names are registered according to station seniority.

In the case of category (iii) and (iv) above, allotment shall be according to the station seniority.

(c) Building Allotment Committee with the prior concurrence of the Vice-Chancellor may make an out of turn allotment in any exceptional case, if it is required for administrative reasons to do so and reasons for such allotment will be recorded in writing.

(2) The allotment of housing accommodation shall be made to an allottee for the use of himself, and for his family members.

(3) The allottee shall sign an inventory in the form specified in Annexure B of all fixtures, fittings etc. in the premises no sooner he takes over the possession of the housing accommodation and shall deliver such fixtures and fittings etc. in the same condition in which he occupied them, when he vacates the premises to the person authorised by the Estate Engineer. A representative of the Estate Engineer shall countersign such inventory.

(4) Any person who fails to occupy the accommodation allotted to him, within ten days, either from the date of receipt of the allotment order, or from the date from which the premises become available for occupation whichever is latter, his allotment order will be treated as automatically cancelled and his name will be removed from the waiting list register unless he within the said period of ten days has applied in writing for extension of time limit to the Estate Engineer who will grant further extension upto one month. The extension byond one month shall be considered by the Housing Allotment Committee.

(5) The employee who rejects housing accommodation offered to him shall not be entitled to draw House Rent Allowance for a period of two years from the date of allotment order. Also no fresh application for fresh allotment of housing accommodation shall be entertained before the lapse of two years after the date of original allotment.

(6) The allotment shall be only for the period during which the allottee holds a post in the University, at the place, at which the accommodation is provided and shall be for housing purpose only. However, if he is absent on leave, deputation or training he will be entitled to continue the occupation during this period.

(7) The allottee shall not sub-let the premises allotted to him or any part thereof to any one or take any paying guests.

(8) No damage or disfigurement shall be caused to any part of the premises allotted to the allottee. The expenses on account of any such damages or disfigurement to the premises shall be liable to be recovered from the allottee. The allottee shall not change or make any additions, alterations etc. of temporary or permanent nature in the premises.

(9) If any information supplied by the allottee is subsequently found to be false, allotment shall be forthwith cancelled and he will have to vacate the premises. He will forfeit all his claims for allotment of any housing accommodation in future.

(10) The allottee shall have to vacate the accommodation when required to do so by the Vice-Chancellor.

*10-A The allottee shall have to vacate the accommodation when required to do so by the Director of Campus or a competent authority as decided by the Vice-Chancellor.

On Transfer

(11) (A) In the case of an allottee, who is transferred, he may retain the accommodation for one month after the date of his transfer. Further extension may be given by the Estate Engineer or Dean or Director of Campus if the transfer is in the midst of an academic term. In such a case, the maximum period of occupation shall be coterminus with the end of the academic term. During the period of retention of either one month or for the further period upto the end of academic term, rent at the same rate as was being paid by the employee before his transfer shall be charged.

(B) In the case of an allottee, who has retired, he may retain the accommodation for one month after the date of his retirement and rent for this period shall be charged at the same rate as was being paid by the employee before his retirement. If he is permitted by the allotment committee to retain the accommodation for a long period, he shall be charged economic rent and in no case he shall be allowed to occupy the accommodation for more than three months.

**Death during
service**

(C) In the case of death of an allottee during service the family of the deceased employee may be allowed to retain the accommodation for two months. Relaxation, may, however, be considered in individual case on merits, up to a maximum period of six months from the date of death of the allottee by the Building Allotment Committee. Rent for the first two months shall be charged at the same rates as was being paid by the allottee immediately prior to his death. For retention of accommodation beyond the period specified above, standard rent shall be charged if prior approval of Building Allotment is obtained and economic rent shall be charged if prior approval of the Building Allotment Committee is not obtained.

**Termination
OR
dismissal**

(D) The allottee whose services are terminated or who is dismissed from the service shall vacate housing accommodation within one month from the date of his termination of services or dismissal from the services. The rent for that month

* Added by the Board of Management on 3-2-79.

shall be charged at the same, concessional rate as was being paid by the allottee before his termination or dismissal as the case may be.

(12) In case an allottee does not vacate the premises within the above time limit, market rent as fixed by the Estate Engineer will be charged for the period between the unauthorised retention and the date of actual vacation, without prejudice to the right of the University to evict him under Rule 7.

(13) In the case of the housing accommodation assigned to a post, the same will have to be vacated on the date of relief of the employee from such post.

(14) Disciplinary action is liable to be taken against the allottee who retains the unauthorised possession of the housing accommodation.

(15) The allottee shall be liable to pay service charges, water charges, electrical charges, conservatory charges and other charges, if any, as may be determined by the Director of Purchase and Properties with the approval of the Board. The charges shall be payable in addition to rent payable by the allottee and also in case where the allotment or the housing accommodation is made rent free.

(16) "No dues Certificate" will have to be produced from the Estate Engineer by the allottee after handing over the possession of the accommodation to the Drawing and Disbursing Officer.

(17) Failure to occupy the accommodation shall entitle the allottee to pay the rent from the date of allotment or from the date of extension of time limit if given upto the date of the occupation of the accommodation by the next allottee. He shall not also draw House Rent Allowance from the date of the allotment of the accommodation to the date of occupation by the next allottee.

(18) The accommodation should not be kept locked up for more than the ninety days without occupying them by the allottee and should not be used for any purpose other than for residence.

(19) When an employee on tour or leave, gets the accommodation allotted to him during that period, he/she shall be liable to pay rent from the date of occupation subject to the provision Sub-rule (4).

Steps against non-vacation of accommodation,

7. If the accommodation is not vacated after the regular period of retention or the period upto which the University has allowed the employee to retain the accommodation, legal steps under the Gujarat Public Premises (Eviction of unauthorised occupants) Act, 1972 shall be initiated for getting the accommodation vacated.

Transfer of accommodation.

8. Application for transfer of an accommodation to the choice of an allottee and mutual transfer in the same group between two allottees can be considered by the housing allotment committee only after the allottee takes over the possession of the accommodation as per allotment order.

Allottee on-re-transfer to continue to occupy old accommodation,

9. An allottee re-transferred to a place where he occupied the accommodation previously within a period of authorised retention period may be allowed to continue the occupation of the premises by the housing allotment committee.

10. If an employee gets promotion before the allotment of housing accommodation, his claim for getting accommodation of the lower category as per his previous designation should be continued in the relevant waiting list register.

11. All the charges on account of housing accommodation shall be recovered from the allottee from his monthly pay bills or in cash.

12. The employee empowered to draw and disburse the pay of the staff shall send a monthly statement of the rent collected every month with the required details of rent to the Estate Engineer concerned and the Comptroller.

13. Any decision taken by the Housing Allotment Committee under these rules will be final and binding on the allottee.

ANNEXURE-A

(See Rule 5.1)

APPLICATION FOR ALLOTMENT OF HOUSING ACCOMMODATION IN
THE GUJARAT AGRICULTURAL UNIVERSITY.

NOTE:- (1) Each application must be accompanied with receipt for the amount credited to the Gujarat Agricultural University Fund towards "registration deposit".

(2) Incomplete application shall not be registered.

To,
The Estate Engineer,
Gujarat Agricultural University,
Zone _____.

Sir,

I request that the University quarters detailed below may kindly be allotted to me. I am furnishing hereunder the required particulars :

1. (a) Name of the applicant :
(b) Address :
(c) Details of premises if any :
owned in the home of the
applicant or his family
members at the place
at which the housing
accommodation is sought for.
2. (a) Designation :
(b) Name of office and address :
(c) Place and office from :
which transferred.
(d) Date of taking over the :
charge at the place of
transfer.
(e) Due date of next increment :
(f) Present emoluments and :
pay scale
(i) Pay scale :
(ii) Basic pay per month :

- (iii) Special pay, if any
- (iv) Dearness allowance
- (v) Other allowances

3. Whether entitled to rent free :
accommodation.
Quote authority.

4. Whether his services are defined :
as essential services.
Quote authority.

5. Permanent address.

6. Married/Single (Total No. of	:	Male	:
family members to be furnished,		Female	:
		Children	:
		Total	.....

7. Details of the family members ;
residing with the applicant (with
their relationship with the
applicant) with details of their
monthly income if employed in the
Gujarat Agricultural University.

8. Details (with type of quarters :
required for.

Where an other member of :
family allotted a housing accommoda-
tion in the University campus
where he/she is working.

10. Any other relevant particulars :

The above particulars are true to the best of my knowledge and belief. I declare that I will abide myself by the rules and statutes prescribed by the University from time to time, in this behalf.

I agree that the amount of rent, service charges etc. connected with the accommodation allotted to me shall be recovered by the University from my pay and allowance and if necessary from my registration deposit or any other income.

Day :
Date :

Signature of applicant;

Yours faithfully,

RECOMMENDATION OF THE FORWARDING AUTHORITY

No.
Place :
Date :

Date

Signature & Designation
of the forwarding authority.

ANNEXTURE 'B'

GUJARAT AGRICULTURAL UNIVERSITY INVENTORY OF THE BUILDING

(See Rule 6.3)

(To be filled in by the Estate Engineer by whom the accommodation is allotted.)

- (1) Allotment order No. and Date :
- (2) Name & designation of the employee to whom the accommodation is allotted. :
- (3) Name of office where the allottee is working. :
- (4) Details of the accommodation :
- (a) Category :
- (b) No. of the block etc. :
- (5) Date of occupation of the accommodation with details of fittings & fixtures existing therein on the date of occupation. :
- (7) The meter readings on the date of occupation. :
- (a) Electrical Meter.
- (b) Water Meter, if any.
- (8) Additional particulars details if any. :

Estate Engineer,
Gujarat Agricultural University
Zone _____

The above details are correct and the accommodation is handed over to me with the fixtures and fittings mentioned above for my residential use.

Signature of the allottee.

NOTE :- The following details are to be filled in by the applicant on vacating the accommodation.

The possession of the accommodation referred to above is returned to the Estate Engineer _____ on _____ in good condition on my vacating the same on account of my _____.

Signature of the allottee.

The possession of the accommodation mentioned above is taken over by the undersigned with the fixtures and fittings mentioned above in good condition.

The meter readings on the date of taking over the possession were as under :-

Electrical Meter.

Water Meter.

Signature of Estate Engineer.

(This form should be filled in Triplicate)

1. One copy for the applicant.
2. One copy for the Estate Engineer.
3. One copy for the Asstt. Estate Engineer-in-charge of the accommodation.

ANNEXURE-'C'

**GUJARAT AGRICULTURAL UNIVERSITY
ALLOTMENT ORDER FOR HOUSING ACCOMMODATION**

(See Rule 6.1)

Office of the _____

Date : _____

Shri/Smt./Kumari _____ is
allotted the housing accommodation detailed below on the terms and conditions
set forth in the Rules for Allotment of housing Accommodation.

Details of Accommodation :-

**Estate Engineer,
Gujarat Agricultural University,
Zone _____**

To,
Shri _____
C/o. _____

Copy forwarded with compliments to :-

- (1) Director of Campus/Officer on Special Duty
- (2) Comptroller.
- (3) Asstt. Estate Engineer.
- (4) Office concerned.
- (5) Accounts Officer concerned.

SCHEDULE-XXVIII

LIST OF PLACES AT WHICH BAD CLIMATE ALLOWANCE SHALL BE PAID .

Name of District

Name of place.

Sorath

1. Amblas.
2. Anida.
3. Ankolwadi.
4. Hamnasa.
5. Bhalchhel.
6. Bhimdeva I.
7. Bhoje.
8. Borvav.
9. Chitravad.
10. Chitrod.
11. Damanva.
12. Dhanej.
13. Dhava.
14. Faliavad.
15. Ghunsia.
16. Gundran.
17. Madmatia.
18. Haripur .
19. Hiranvel.
20. Jalalpara.
21. Jasadhar.
22. Jasapur.
23. Janvantri.
24. Jipur.
25. Khirdhar.
26. Lushala.
27. Madhupur.
28. Mal inzva.
29. Mandorna.
30. Meruka.
31. Pikhroe.
32. Pipalva.
33. Raidi.
34. Ramlechi.
35. Rampara.
36. Resulpara.
37. Resulpara.

Name of District

Sorath

Name of place.

38. Ratidhar.
39. Sangodra.
40. Semalia.
41. Semalvav.
42. Surva.
43. Talala.
44. Umrethi.
45. Vadala.
46. Vadia.
47. Virpur.
48. Vithalpur.
49. Sasan (Gir).

SCHEDULE-XXIX

GUJARAT AGRICULTURAL UNIVERSITY EMPLOYEES (REVISION OF PAY) RULES : 1976.

1. Short title and commencement :- (1) These rules may be called the Gujarat Agricultural University Employees (Revision of pay) Rules, 1976.

2. They shall be deemed to have come into force on and with effect from the 1st day of January, 1973.

Application :- (1) Save as otherwise provided by or under these rules, these rules shall apply to non-teaching staff to whom the University is competent to appoint.

(2) These rules shall not apply to :-

- (a) employees not in whole time employment;
- * (b) *
- (c) employees paid otherwise than on monthly basis including those paid only on piece rate basis;
- * * (d) employees appointed on daily rate basis or employed casually except where in the case of such employees, the Board provides otherwise.
- (e) employees employed on contract except where the contract provides otherwise;
- (f) re-employed employees who are in receipt of superannuation or retiring pensions.
- (g) employees employed on consolidated pay system.

3. Definition :- In these rules, unless the context otherwise requires;

(1) "basic pay" means pay as defined in Statute 27-A (8) of the Gujarat Agricultural University Employees (Service) Rules.

(2) "existing emoluments " includes :-

- (a) the basic pay, as on the 31st day of December, 1972 of an employee in the existing scale;
- (b) non-practising allowance, if any, drawn in addition to basic pay in the existing scale;
- and
- (c) the dearness allowance appropriate to the basic pay in the existing scale

* Deleted by the Board of Management on 30-8-77.

* * Substituted by the Board of Management on 30-8-77.

as admissible on the 31st day of December 1972 and interim relief admissible on that day for the purpose of these rules.

Explanation :- Where an employee is in receipt of a non-practising allowance, the dearness allowance in relation to such employee shall be as admissible to him in accordance with the relevant orders in force as on the 31st day of December 1972.

- (3) "existing scale" in relation to an employee means the present scale applicable to the post held by the employee (or as the case may be, personal scale applicable to him) as on the 1st day of January, 1973 whether in a substantive or officiating capacity.

Explanation :- In the case of an employee, who was on the 1st day of January, 1973, on deputation in or out of India or on leave or on foreign service, or who would have on that date, officiated in one or more lower posts but for his officiating in a higher post "existing scale" included the scale applicable to the post which he would have held for his being on deputation in or out of India or on leave or on foreign service or, as the case may be but for his officiating in a higher post.

- (4) "Present scale" in relation to any post specified in column 2 of the Schedule-I means the scale of pay specified against that post in column 3 thereof.

- (5) "revised emoluments" means the basic pay of an employee in the revised scale and includes the revised non-practising allowance, if any, admissible to him, in addition to the pay in the revised scale;

- (6) "revised scale" in relation to any post specified in column 2 of the Schedule-I means the scale of pay specified against that post in column 5 thereof and as specified in detail in Schedule-III.

- (7) "Schedule" means a Schedule appended to these rules.

4. Scale of pay posts-As from the date of commencement of these rules, the scale of pay of every post specified in column 3 of the Schedule-I shall be as specified against it in column 5 thereof.

(5) Drawal of pay in revised scales-Save as otherwise provided in these rules, an employee shall draw pay in the revised scale applicable to the post to which he is appointed.

Provided that an employee may elect to continue to draw pay in the existing scale until the date on which he earns his next or any subsequent increment in the existing scale or until he vacates his post or ceases to draw pay in that scale.

Explanation :- The option to retain the existing scale under the proviso to this rule shall be admissible only in respect of one existing scale.

(6) Exercise of option--(1) The option under proviso to rule 5 shall be exercised in writing in the form appended to these rules and communicated to the authority mentioned in sub-rule (2) on or before the 28th February, 1977, where an existing scale is revised by an order made by the University within four months of the date of such order.

Provided that -

(i) Where an employee is, on the date of first notification of these rules or as the case may be, on date of such order, out of India on leave or deputation or foreign service the option may be exercised in writing and communicated to the said authority within four months of the date of his taking charge of his post in India, and

(ii) Where an employee is under suspension on the date of such notification or as the case may be, on the date of such order the option may be exercised in writing and communicated to the said Authority within four months of the date of his return to his duty.

(2) The option shall be communicated by the employee in the form specified in sub-rule (1) to the head of office in which the employee is posted.

(3) If the communication regarding option is not received within the time mentioned in sub-rule (1), the employee shall be deemed to have elected to be governed by the revised scales of pay with effect, on and from the 1st day of January, 1973.

(4) The option once exercised shall be final.

(5) The authorities shall immediately bring the rules to the notice of all employees whether on duty, leave, deputation or suspension and to advise them to declare their option.

(7) Fixation of initial pay in the revised scale :- (1) The initial pay of an employee who elects, or who is deemed to have elected under rule 6, to be governed by the revised scale from the first day of January 1973 shall unless in any case of the University by special order otherwise directs or except in any

case covered by the Explanation 2 be fixed separately in respect of his substantive pay in the permanent post on which he holds a lien or would have held a lien if it had not been suspended, and in respect of his pay in the officiating post held by him in the following manner, namely :

(A) in the case of an employee drawing basic pay, upto and including Rs. 1800/- in the existing scale :-

(a) an amount representing five per cent of the basic pay, subject to a minimum of Rs. 15 and maximum of Rs. 50, shall be added to the existing emoluments of the employee.

Explanation :- 1. If the amount so computed includes a part of a rupee then if such part is fifty paise or more, it shall be increased to one complete rupee and if such part is less than fifty paise it shall be ignored.

(b) after the existing emoluments have been increased and computed as specified in clause (a), the pay shall be fixed in the revised scale at the stage equal to the amount so computed or if there is no such stage in the revised scale at the stage next above the amount so computed.

Provided that :-

(i) If the amount as computed under clause (a) is less than the minimum of the revised scale the pay shall be fixed at the minimum of that scale.

(ii) If the amount as computed under clause (a) is more than the maximum of the revised scale the pay shall be fixed at the maximum of that scale;

Provided further that in the case of an employee who is in receipt of a non-practising allowance, the pay shall be fixed in the revised scale at such a stage so however that the aggregate of the revised pay and the revised non-practising allowance is equal to the amount computed under clause (a), or if, there is no such stage in the revised scale, at the lowest stage in the revised scale where the aggregate aforesaid exceeds the amount computed under clause (a).

Provided also that, except in the case where the pay is fixed at the minimum of the revised scale if the revised emoluments as determined under sub-rule exceed the existing emoluments by more than Rs. 100/- the initial pay shall be fixed at the higher stage in the revised scale at which the revised emoluments payable do not exceed the existing emoluments by Rs. 100/- and the difference, if any, between the existing emoluments plus Rs. 100/- and the revised emoluments so payable shall be allowed as personal pay to be absorbed in future increases in pay.

Explanation : 2 :- In the case where on the 1st January, 1973, an employee has continuously officiated in a post for a period equal to three years or exceeding three years, it shall not be necessary to fix the pay of the lower post or posts if the appointment to the post in which he has so officiated is made by way of normal promotion from the lower post or posts, unless the pay of the lower post affects the pay of the post in which he has so officiated fixed under these rules on the 1st January, 1973, or thereafter.

Note - 1 :- Where an employee is holding a permanent post and is officiating in a higher post and the scales applicable to these two posts are merged into one scale, the pay shall be fixed under this sub-rule with reference to the officiating post if he has continuously officiated in that post for not less than one year as on the 1st day of January 1973, and the pay so fixed shall be treated as substantive pay. Where such employee has not officiated for such minimum period of one year in the higher officiating post as on the 1st day of January 1973 his pay in the revised scale shall be fixed separately with reference to his substantive pay and officiating pay in the existing scale and his pay in the revised scale fixed with the reference to the officiating pay shall be treated as substantive pay in that scale either on confirmation in the higher officiating post or after rendering service for the period by which it falls short of one year on the 1st day of January 1973, whichever is earlier, provided that in the latter case, it is certified by the appointing authority that he would have continued to officiate in the higher officiating post during the period had the revised scale not been introduced. If however, the appointing authority certifies that he would have reverted to the lower post during the period his pay in the revised scale shall from the date on which he would have reverted, be regulated on the basis of the pay fixed on the 1st day of January, 1973 with reference to his substantive pay in the lower post.

The provisions of this Note shall apply, mutatis mutandis to employees holding in an officiating capacity posts on different existing scales which have been replaced by a single revised scale.

Note - 2 :- Where the existing emoluments exceed the revised emoluments in the case of any employee the difference shall be allowed as personal pay to be absorbed in future increases in pay.

Note - 3 :- Where in the fixation of pay under clause (b) the pay of an employee drawing pay at more than five consecutive stages in an existing scale gets bunched, that is to say, get fixed in the revised scale at the same stage the pay in the revised scale of such these an employee drawing pay beyond the first five consecutive stages in the existing scale shall be stepped up to the stage where such bunching occurs, as under, by the grant of increment(s) in the revised scale in the following manner, namely :-

- (a) for employees drawing pay from the 6th upto the 10th stage in the existing scale if there is bunching beyond the 5th stage. by one increment
- (b) for employees drawing pay from the 11th to the 15th stage in the existing scale, if there is bunching beyond the 10th stage. by two increments
- (c) for employee drawing pay from the 16th upto the 30th stage in the existing scale, if there is bunching beyond the 15th stage. by 3 increments

If by stepping up of the pay as above, the pay of an employee gets fixed at a stage in the revised scale which is higher than the stage in the revised scale at which the pay of another employee who was drawing pay at the next higher stage or stages in the same existing scale is fixed, the pay of the latter shall also be stepped up only to the extent by which it falls short that of the former.

Note -4 :- Where in the fixation of pay under clause (b), the pay of an employee, who in the existing scale was drawing immediately before the 1st January, 1973 more pay than another employee junior to him in the same cadre, gets fixed in the revised scale at the stage lower than that of such junior his pay shall be stepped up to the same stage in the revised scale as that of the junior.

Note -5 :- Whereas on the 1st day of January, 1973 an employee is in receipt of personal pay which together with his existing emoluments exceeds the revised emoluments then, the differents representing such excess shall be allowed to such employee as personal pay to be absorbed in future increased in pay.

(B) (1) In the case of employees drawing pay above Rs. 1,800/- p.m. in the present scale, initial pay shall be fixed in the revised scale at a stage next above the "Existing Emoluments".

(2) Subject to the provisions of Rule-5, if pay is fixed in the officiating post under sub-rule (1) is lower than the pay fixed in the substantive post the former shall be fixed at the stage next above the substantive pay.

7(C) (i) :- The authorities mentioned below shall be competent to fix the initial pay.

Category of employees	Authority treated as competent authorities.	Employees for whom the authorities in Col.2 shall fix the pay.
1.	2.	3.
1. Employee whose salary is authorised by the Comptroller.	Comptroller	Employees as shown in col.1.
2. Employees other than those covered in (1) above.	Head of Offices.	Employees working under them from 1-10-76.

There would be only two categories of employees for whom the initial pay will have to be fixed (1) Employees whose salary is authorised by the Comptroller and (2) Employees other than those covered in (1) above. Authority for the first category shall be the Comptroller while the second category the respective heads of offices shall be a competent authorities.

7 (C)(ii) :- Initial pay shall be fixed in the form appended as Annexure to these rules. One copy of the pay fixation statement shall be attached to the service book of the employee. The authorities competent to fix pay shall take prompt steps for fixing initial pay as and when the option from the employees are received. The work shall not be postponed until options from all employees under them are received.

7(C) (iii) :- When the initial pay in the revised scale is fixed by a competent authority, the pay in the revised scale on that basis may be drawn from 1st January, 1977, or from the 1st of the next month in which the order for pay fixation is issued whichever is later. It should, however, be made clear in writing that the revised pay is subject to such adjustment as may be found necessary in the light of subsequent scrutiny by the pay fixation parties or the audit. The undrawn arrears, in cash for the period from 1.1.76 and onwards shall be drawn only after pay fixation is verified by the parties to be set-up by the University. In the case of employee who is likely to retire within one year, an undertaking payment, if any, being recovered from his pension (including death-cum-retirement gratuity).

Payment of arrears relating to the past period shall be credited to the G.P.F Accounts of the employees concerned only after the pay-fixation is verified by the parties which will be set up by the Comptroller for the purpose and admitted in audit. In the case of employees who have ceased to be in service, the amount of arrears shall be paid only when the pay fixation is audited and admitted in audit.

7(C)(iv) :- In the case of employee who has served under more than one Head of Office the Head Office under whom he is serving on the 1st October 1976 shall draw the arrears for the entire period from 1st January, 1974 onwards and for

the purpose shall obtain such information as is required by him for the preparation of such claim from the Head of Office under whom the employee had served previously. Submission of arrears claim piecemeal by the various Heads of Offices in respect of one and the same person shall be avoided.

7(C) (v) :- Suitable notes regarding fixation of pay and payment of arrears shall be taken in the service book of the employee under the dated signature of the Head of Office by whom the arrears claim is drawn. This should be done at the time of disbursement of the amount.

7 (D) :- As regards employees who have retired or ceased to be in service during the period from 1st January, 1973 to 30th Sept., 1975 the officer competent to fix the initial pay at the time of his retirement or at the time when he cease to be in service. Accordingly, such employees shall send their option forms to the Head of the Office who is required to fix the pay as mentioned in this rule.

7(E) (i) The cases in which an employee has reached the maximum of the existing scale subsequent to the 31st December, 1971 but before the 31st Dec. 1972 the next increment in the revised scale shall be granted on the completion of full incremental period calculated from the date on which such employee had reached the maximum in the existing scale. That is to say the normal date of increment in the existing scale shall be protected. In the case of an employee who has been stagnating at the maximum of the existing scale for more than a year on the 21st December, 1972, the employee concerned shall be allowed one additional increment over the pay fixed in the revised scale on the 1st January, 1973. Subsequent increment shall be regulated in accordance with the normal rules.

7(E) (ii) The cases wherein one additional increment for stagnation is allowed over the pay fixed in the revised scale on the 1st January, 1973, as provided for in the aforesaid resolution, the next increment should be allowed after completion of the full increment period of service.

8. Efficiency Bar :- (1) In cases where the pay fixation results in giving pay at a stage after the efficiency bar in the revised scale while the pay in the existing scale was at a stage earlier than the efficiency bar in that scale the employee shall be subject to the efficiency bar in the revised scale before he can allowed his next increment.

Provided that this sub-rule shall not apply in a case where the pay fixation results in giving the pay at a stage after the efficiency bar in the revised scale

and the employee concerned is subject to another efficiency bar occurring later on that scale.

(2) Where employee has crossed the efficiency bar in the existing scale he shall not be subject to an efficiency bar in the revised scale which comes within a period of two years from the date of crossing efficiency bar in the existing scale,

9. Date of next increment in the revised scale—The next increment of an employee whose pay has been fixed in the revised scale in accordance with sub-rule (1) of rule 7 shall be granted on the date he would have drawn his increment in the existing scale had he continued in the existing scale.

Provided that in the case where the pay of an employee is stepped up in terms of note-3 to sub-rule (1) of rule 7, the next increment shall be granted on the completion of qualifying service of twelve months from the date of the stepping up of the pay in the revised scale:

Provided further that, in the case other than that covered by the proceeding proviso, the next increment of an employee whose pay is fixed on the 1st day of January, 1973 at the same stage as the one fixed for another an employee junior to him in the same cadre and drawing pay at lower stage than his in the existing scale shall be granted on the same date as admissible to his junior, if the date of increment of the junior happens to be earlier subject to the following conditions, namely:—

(1) that both the employees (Junior and Senior) have opted or deemed to have opted for the revised scale with effect from 1st January, 1973.

(2) that both the employees draw on the 31st December, 1972 pay at two different stages so that the senior draw more pay than the junior in the existing scale;

(3) that the pay of both the employees is fixed in the same time scale at the same stage in the revised scale with effect on and from 1st January, 1973.

(4) that the junior gets the next increment on a date earlier than his senior solely as a result of the application of this rule, and

(5) that subsequent increments to the senior may be regulated under normal rules i.e. after completion of service for the full incremental period i.e. not before one year from the date on which pay in the revised scale is stepped up.

9-A. The pay of the employees who opt to come to the revised scale on 1st January, 1973, is to be fixed with reference to the pay drawn on 31st Decem-

ber, 1972, in the existing scale the next increment shall be allowed on 1st January, 1973. Accordingly, the pay shall be fixed under Rule 7 of the (Revision of pay) Rules 1976 and on the pay so fixed in the revised scale, the next increment shall also be allowed on the same date i.e. 1st January, 1973.

10. Fixation of pay in the revised scale subsequent to the 1st day of January, 1973. Where an employee continues to draw his pay in the existing scale and is brought over to revised scale from a day later than the 1st day of January, 1973, his pay from the later date in the revised scale shall be fixed as under :-

(a) Where he is appointed on a post other than the present post. The initial pay shall be fixed under the normal rules of the Gujarat Agricultural University Employees (Services) Rules, on the basis of existing pay.

(b) Where he remains in the post held on the 31st Dec. 1972. The initial pay shall be fixed in accordance with Rule 7.

For this purpose his pay in the existing scale shall have the same meaning as of existing emoluments as define in sub-rule (2) of rule-3 except that the basic pay to be taken into account for calculation of those emoluments shall be the basic pay on the later date aforesaid, and where the employee is in receipt of non-practising allowance his pay shall be fixed after deducting from those emoluments an amount equal to the non-practising allowance at the revised rates appropriate to be emoluments so calculated.

10 (3). For the purpose of arriving at the existing emoluments for the purpose of fixation of pay in the revised scale under this rule, the Dearness Allowance as was admissible on 31st December, 1972, and the Interim Relief appropriate to the basic pay on the date on which such an employee elects to come over to the revised scale of pay shall be taken into account.

11 Payment of arrears—Payment of arrears arising on account of revision of pay shall be regulated as under :-

(i) No arrears shall be paid in respect of revision of pay for the period from 1st January, 1973 to 31st December, 1973.

(ii) Arrears for the period from 1st January, 1974 to 31st December, 1975 shall credited in the General Provident Fund Accounts of the employee concerned in one instalment commencing from 1st day of August, 1976 subject to the condition that the arrears so credited shall not be allowed to be withdrawn in any manner by the employee for the period upto 31st day of March, 1978.

(iii) In the case of an employee who is not eligible to hold General Provident Fund Account on the 1st day of August, 1976 or of a person who has during the period commencing on and from 1st January, 1974 and ending on the date of publication of these rules retired or died or a person who retires or dies after the date of such publication but before 1st August 1976, the amount of arrears shall be paid in accordance with the orders that may be issued by the University in this behalf.

(iv) In the case of the employee who are not eligible to hold the General Provident Fund Accounts on the 1st August, 1976, the amount of arrears for the period from the 1st January, 1974 to the 31st December, 1975, payable as a consequence of their fixation of pay in the revised scales under the aforesaid rules shall be deferred till the employees become eligible to subscribe to the General Provident Fund Account and a Provident Fund Account is opened for him. In respect of employees who have during the period from the 1st January, 1974 to 31st August, 1976 have retired or may retire after issue of these rules or have ceased or may cease to be in service, the arrears shall be paid in cash.

11-A The appointments to the selection Grade-provided for the various cadre posts included in the Schedule-II shall be made only after the employee has covered at least three fourth span of the scale provided there is a vacancy and the employee is selected on merit for appointment to the selection grade post.

12. Overriding effect of the rules :- Where the pay is regulated under these rules. The provisions of the Gujarat Agricultural University Service Rules shall not apply to the extent they are inconsistent with these rules.

13. Power to relax :- Where the University is satisfied that the operation of all or any of the provisions of these rules causes undue hardship in any particular cases, it may, by order dispense with or relax the requirements of that rules to such extent and subjects to such conditions as it may consider necessary for dealing with the case in a just and equitable manner.

14. Power to interpretation :- If any question arises relating to the interpretation of any of the provisions of these rules, it shall be referred to the University whose decision thereon shall be final.

FORM OF OPTION
(See Rule 6(1))

1. * (i) I,
hereby elect the revised scale (s) with effect from 1st January, 1973.

* (ii) I,
hereby elect to continue in the existing scale of pay of my substantive/
officiating post mentioned below until.

* the date of my next increment

* the date of my subsequent increment raising my pay to Rs.

* I vacate or cease to draw pay in the existing scale
.

2. The option hereby exercised in final and will not be modified at any subsequent date.

Signature _____
Name _____
Designation: _____
Office in which employed _____

Signed before me

Date :
Station :

Head of the Office.

Received the above Declaration

Comptroller,
Gujarat Agricultural University,
Ahmedabad.

* To be scored out if not applicable.

**MEMORANDUM EXPLANATORY OF THE GUJARAT AGRICULTURAL
UNIVERSITY EMPLOYEES (REVISION OF PAY) RULE, 1976**

Rules 1. This Rule is self-explanatory.

Rule 2. This Rule lays-down the categories of employees to whom the rules apply. Except for the categories excluded under clause (2) the rules are applicable to all the Non-teaching staff to whom this university is competent to appoint.

Rule 3. (i) Basic Pay | These sub rules are self
(ii) Existing Emoluments | explanatory.

(3) Existing scale :—This term has been defined to indicate not only the scale of the post actually held by an employee on the 1st January, 1973, but also the scales other posts which an employee would have held but for this being on deputation in or out of India or on leave or on foreign service or on officiating in other posts. The intention is that the pay of an employee should be fixed separately in the revised scales, in respect of existing scales of pay applicable to his substantive post and the officiating post (s) held by him or which would have been held by him on the 1st. January, 1973.

Scale which are retained by employees as personal to them in accordance with the orders of the University will also be treated as "Existing Scale" for the purposes of these rules.

(4) "Present scale"
(5) "Revised emoluments"
(6) "Revised Scale"
(7) "Schedule" } The definitions of the terms are self explanatory.

Rule 4. This rule is self-explanatory.

Rule 5. The intention is that all Gujarat Agricultural University employees of Non-teaching categories should be brought over to the revised scales except those who elect to draw pay in the existing scales.

Those who exercise the option to continue on the existing scale of pay will continue to draw the dearness allowance at the rates in force on 31st December, 1972 and the interim relief at the rate admissible thereon.

If an employee is holding a permanent post in a substantive capacity and officiating in a higher post or would have officiated in one or more posts but for his being on deputation etc. he has the option to retain the existing scale only in respect of one scale. Such an employee may retain the existing scale applicable to a permanent post or to any of the officiating posts. In respect of the remaining posts he will necessarily have to be brought over to the revised scales.

Rule 6. This rule prescribes the manner in which the option has to be exercised and also the authority who should be apprised of such option. The option has to be exercised in the form appended to these rules. It should be noted that it is not sufficient for an employee to exercise the option within the specified time limit but also to ensure that it reaches the prescribed authority with time limit. In the case of persons who are out side India at the time these rules are promulgated, the period within which the option has to be exercised is four months from the date they take over charge in India. In the case of employees the revised scales of whose posts are announced subsequent to the date of issue of these rules, the period of four months will run from the date of such announcement.

Persons who were on leave preparatory to retirement on 1st January, 1973 are also eligible to exercise an option under this rule. In their case the pay in the revised scale will be fixed from the date the revised scales are elected.

Persons who have retired between the 1st January, 1973 and the date of issue of these rules are also eligible to exercise option Rule 7. This rule deals with the actual fixation of pay in the revised scales on 1st January 1973. A few illustrations indicating the manner in which the pay of employees should be fixed under this rule subject to stepping up of pay under note-3 below clause (A) of sub-rule 1 of rule 7 are given below:—

EXAMPLE-I

Existing Scale Rs. 135-5-155-EB-7-190-EB-8-230-10-250.

Revised scale Rs. 330-10-380-EB-12-440-EB-15-560.

Existing Emoluments (Sub-rule (2) of Rule 3)	Pay	Rs. 145/-
	Dearness Allowance as on 31-12-72.	Rs. 80/-
	Interim Relief	<u>Rs. 25/-</u>
		Rs. 250/-
Add: Amount representing 5% of Rs. 145 p. m. subject to a minimum of Rs. 15/- and a maximum of Rs. 50/-		<u>Rs. 15/-</u>
	Total	Rs. 265/-
Pay to be fixed in the revised scale		Rs. 330/-

(Minimum of the revised scale
as per provision (i) below rule
7(1)(A)(b).

EXAMPLE ; II

Existing Scale: Rs. 200-10-250-EB-12-310-15-430.

Revised Scale: Rs. 425-15-500-EB-15-560-20-600-EB-20-700.

Existing Emoluments (Scale (2) of Rule 3 pay)	Rs. 286
Dearness Allowance as on 31-12-1972	Rs. 103
Interim Relief	<u>Rs. 25</u>
	Rs. 414

Additional amount representing 5%
of Rs. 286/- p. m. subject to a
minimum of Rs. 15/- and maximum of
Rs. 50/-

Rs. 15

Total Rs. 429

Pay to be fixed in the revised scale

Rs. 440 (next
stage as per rule
7(1)(A)(b).

NOTE :—1 to 5 below rule 7 ;—These notes are self explanatory. In particular note 3 below rule 7 makes provision for “Bunching”. The working of this provision is illustrated below :—

EXAMPLE :—I

Existing Scale Rs. 135-5-155-EB-190-8-230-10-250.
Revised Scale Rs. 330-10-380-EB-12-440-EB-15-560.

Sr. No.	State in existing scale.	Emoluments in existing scale (Pay+DA+IR)	Pay to be fixed in revised scale Rule 7(1)(A)(b).	Pay to be/ fixed under note 3 below rule 7(1)(A)(b) i.e. benefit of bunching
	Rs.	Rs.	Rs.	Rs.
1.	135	240	330	330
2.	140	245	330	330
3.	145	250	330	330
4.	150	266	330	330
5.	155	271	330	330
6.	162	278	330	340
7.	169	285	330	340
8.	176	292	330	340
9.	183	299	330	340
10.	190	306	330	340
11.	198	314	330	350
12.	206	322	340	350
13.	214	342	360	360
14.	222	350	370	370
15.	230	358	380	380
16.	240	368	392	392
17.	250	378	404	404

Pay to be stepped up by one increment on account of bunching.
Pay to be stepped up by two increments on account of bunching.
Stepping up to bring revise pay on par with those drawing existing pay of Rs. 198.

EXAMPLE—II

Existing Scale :—Rs. 350-20-450-EB-25-525-30-675-EB-35-850
Revised Scale :—Rs. 650-30-740-35-810-EB-35-880-40-1000-EB-40-1200

Sr. No.	Stage in existing scale	Emoluments in existing scale (Pay+DA+IR)	Pay to be fixed in revised scale (Rule 7(1)(A)(b))	Pay to be fixed in Note-3 rule 7(1)(A)(b) i.e. Benefit of bunching	Remarks
1	2	3	4	5	6
1.	350	478	650	650	
2.	370	498	650	650	
3.	390	518	650	650	
4.	410	531	650	650	
5.	430	572	650	650	
6.	450	572	650	*680	*Pay to be stepped up by one increment on account of bunching & on.
7.	475	597	650	680	
8.	500	621	650	680	
9.	525	646	680	680	
10.	555	676	710	710	

Existing Scale:- Rs. 135-5-155-EB-7-190-EB-8-230--10-250

Revised Scale:- Rs. 290-8-330-10-350-EB-10-380-12-428-EB-12-428
EB-12-500-15-560.

Sr. No.	Stage in Existing Scale	Emoluments in existing scale (Pay+DA+IR)	Remarks
1.	135	240 290	
2.	140	245 290	
3.	145	250 290	
4.	150	266 290	
5.	155	271 290	
6.	162	278 298	*As there is no bunching beyond the 5th stage, no benefit is available and so on.
7.	169	285 306	
8.	176	292 314	
9.	183	299 314	
10.	190	306 322	

Rule 8. This rule is self-explanatory.

Rule 9. This rule prescribes the manner in which the next increment in the revised should be regulated. The proviso-to this rule are intended to

eliminate the anomalies of junior Gujarat Agricultural University employees drawing more pay than their seniors by the operation of the substantive part of this rule.

Rules 10 to 14 :—These rules are self-explanatory.

EXPLANATORY MEMORANDUM

The Gujarat Agricultural University employees (Revision of pay) Rules 1976 have been made to implement the recommendations made by the Gujarat State, Second Pay Commission with respect to the pay scales of Grade I Grade II Grade III and Grade IV employees of the University.

SCHEDULE-I

GUJARAT AGRICULTURAL UNIVERSITY

Sr. No.	Designation	Present Pay Scale	Scale recommended by the commission	Scale accepted by Govt.	Remarks
1.	2.	3.	4.	5.	6.
FULL TIME POSTS.					
I. ADMINISTRATIVE AND MINISTERIAL STAFF.					
1.	Assistant Registrar	500-1250	700-1300	700-1300	
2.	Asstt. Comptroller	500-1250	700-1500	700-1500	
3.	Purchase Officer	500-1250	700-1500	700-1500	
4.	Planning Officer	500-1250	1300-1700	700-1500	
5.	Special Officer	500-1250	700-1500	700-1500	
6.	Accounts Officer	500-1250	700-1500	700-1500	
7.	Publication Officer	350-850	700-1300	650-1200	
8.	Legal Assistant	350-850	650-1200	650-1200	
9.	Suprintendent (Examinations)	350-850	700-1300	650-1200	
10.	Accounts Officer	350-850	650-1200	650-1200	
11.	Administration-cum- Accounts Officer	350-850	650-1200	650-1200	
12.	Assistant Secretary	350-850	650-1200	650-1200	
13.	Registrar	350-850	650-1200	650-1200	*For Stenographer Grade I
14.	Personal Assistant-cum-Stenographer.	350-775	650-1040	650-900 *650-1040 475-800	For Stenographer Grade-II.

1.	2.	3.	4.	5.	6.
15.	Office SuperIntendeut/ Store Superintendent	325-575	650-1040	650-900	
			(For Office Superintendent)	500-900	
			(For Store Suprintendent)	500-900	
16.	Accountant	325-575	500-900	500-900	
17.	Personal Assistant	325-575	650-1040	650-900	
18.	Sr. Checker	325-575	500-900	500-900	
19.	Senjor Administrative Assistant.	325-575	500-900	500-900	
20.	Senior Typist (Selection)	325-575	380-560	330-560	
21.	Sales Assistant	325-575	500-900	500-900	
22.	Asstt. Librarian	325-575	700-1300	500-900	
23.	Stenographer Gr. II	250-550	475-800	475-800	
24.	Head Clerk	250-480	425-700	425-800	
25.	Store Manager	250-480	425-700	425-700	
26.	Senior Assistant	250 480	425-700	425-800	
27.	Accountant	250-480	425-700	425-300	
28.	Office Assistant cum Accountant	250-480	425-700	425-700	
29.	Secretary to Manager	250-480	425-700	425-700	
30.	Stenographer	250-480	425-800	475-800	
31.	Graduate Assistant	200-430	425-700	425-700	
32.	Publication Assistant	200-430	425-700	425-700	
33.	Store Keeper	200-430	425-700	425-700	
34.	Stenographer	200-430	475-800	475-800	
35.	Senior clerk	200-430	380-560	330-560	
		S. G.			
		325-400 for			
		20% of post			
36.	Storekeeper	200-340	380-560	330-560	
37.	Senior Typist	200-340	380-560	330-560	
38.	Accountant	200-340	380-560	330-560	
39.	Telephone Operator	200-340	260-400	260-400	
40.	Proof Reader	200-340	350-560	350-560	
41.	Translator	200-340	425-700	330-560	
42.	Assistant Storekeeper	135-250	260-400	260-400	
43.	Junior Clerk Typist	130-240	260-400	260-400	
		S. G.190-290			
		for 10%			
		of posts.			

Provided he is
qualified for the
post of Steno-
grapher Gr. II.

1.	2.	3.	4.	5.	6.
44.	Steno typist	130-240	260-400	260-400	
II. AGRICULTURAL/DAIRY/VETERINARY PERSONNEL					
45.	Agricultural Officer	325-575	550-900	550-900	
46.	Senior Statistics Assistant	325-575	550-900	550-900	
47.	Technical Assistant	325-575	550-900	550-900	
48.	Research-cum-Field Assistant	325-575	550-900	550-900	
49.	Extension Assistant	325-575	550-900	550-900	
50.	Sr. Research Assistant	325-575	500-900	500-900	
51.	Sr. Agricultural Supervisor.	325-575	550-900	550-900	
52.	Senior Farm Superintendent,	325-575	550-900	550-900	
53.	Library-cum-Research Assistant.	325-575	500-900	500-900	
54.	Dairy Manager	325-575	500-900	500-900	
55.	Veterinary Officer/Research Assistant (Veterinary staff)	250-550 S. G. 325-575 for 20% of posts.	550-900	550-900	
56.	Agricultural Officer	250-550	550-900	550-900	
57.	Technical Assistant	250-480	425-700	425-700	
58.	Assistant Manager (Farm)	250-420	425-700	425-700	
59.	Agricultural Supervisor Démonstrator.	200-430 degree holder to start at Rs. 220 p. m.	425-700	425-700	
60.	Computer	200-430	425-700	425-700	
61.	Technical Assistant	200-430	425-700	425-700	
62.	Junior Research Assistant	200-430	425-700	380-600	
63.	Graduate Assistant	200-430	425-700	425-700	
64.	Quality Control Officer	200-430	380-560	380-560	For graduate Rs. 425-700
65.	Dairy Supervisor	200-430	*380-560	*330-560	
66.	Assistant Farm Manager	200-430	425-700	425-700	*For graduate Rs. 425-700.
67.	Laboratory Assistant	200-430	425-700	380-600	
68.	Laboratory Technician	200-430	380-600	380-600	
69.	Analyst	200-310	425-700	330-560	

1.	2.	3.	4.	5.	6.
70.	Curer	200-310	330-560	330-560	
71.	Senior Laboratory Asstt.	200-310	380-600	380-600	
72.	Curer	175-275	330-560	330-560	
73.	Agricultural Assistant (A. S.)	145-300	*330-560	330-560	Diploma holder to Rs. 350
74.	Agricultural Assistant	135-250	330-560	330-560	—do—
		S. G. 200-310 for 15% of posts.			
75.	Herdsman	135-250	330-560	330-560	
76.	Fieldman	135-250	350-560	350-560	
77.	Stockman	135-250	330-560	330-560	
78.	Laboratory Assistant	135-250	260-430	260-430	
79.	Counter	135-250	330-560	260-400	
80.	Livestock Assistant/ Inspector.	135-250	330-560	330-560	
81.	Counter	110-140	210-270	210-270	
82.	Mukadam	110-140	210-270	210-270	
83.	Fieldman/Reader	110-140	210-270	210 270	
84.	Dairyman	110-140	210-270	210-270	
85.	Counter	100-130	210-270	210-270	
86.	Untrained Kamdar	100-110	200-250	200-250	
III. OTHER STAFF					
87.	Estate Engineer	700-1275	1100-1600	900-1500	
88.	Estate Engineer	500-1250	1100-1600	900-1500	
89.	Deputy Engineer, Asstt. Estate Engineer	450-925	700-1300	700-1300	
90.	Medical Officer	425-850	700-1300	700-1200	
91.	Deputy Director Physical Education.	400-950	650-1200	650-1200 700-1300	Further incum- bent must be an M.B.B.S.
92.	Hospital Superintendent.	350-850	700-1300	700-1300	For those posse- ssing M.B.B.Sr degree.
93.	Deputy Engineer	350-850	700-1300	700-1300	
94.	Junior Engineer	350-600	550-900	550-900	
95.	Overseers/Supervisor	250-480	425-700	425-700	
96.	Blacksmith	250-420	350-560	350-560	
97.	Artist-cum.photographer	250-420	425-700	425-700	
98.	Senior Wireman	250-420	425-700	425-700	
99.	Draftsman	200-340	325-700	425-700	
100.	Artist	200-340	425-700	425-700	
101.	Blacksmith	200-310	350-560	350-560	

1.	2.	3.		
102.	Fitter	200-310	350-560	350-560
103.	Driver	200-310	260-400	260-400
104.	Carpenter	200-310	350-560	350-560
105.	Project Operator	200-310	350-560	350-560
106.	Senior Compounder	200-310	330-560	330-560
107.	Fitter	175-275	350-560	350-560
108.	Electrician	175-275	350-560	350-560
109.	Mechanic	175-275	350-560	350-560
110.	Welder	175-275	350-560	350-560
111.	Blacksmith	160-225	350-560	350-560
112.	Driver/Tractor Driver	160-225	260-400	260-460
113.	Electrical Wireman	160-225	350-560	350-560
114.	Carpenter	160-225	350-560	350-560
115.	Turner	160-225	350-560	350-560
116.	Bulldozer Operator	160-225	290-480	290-480
117.	Compounder	135-250	330-560	330-560
118.	Tracer	130-240	260-400	260-400
119.	Driver	130-240	260-400	260-400
	S. G.			
	160-265 for			
	20% of posts.			
120.	Engine Driver	130-240	260-400	260-400
121.	Electrical Wireman	130-240	260-430	260-430
122.	Bus Supervisor	130-240	260-430	260-430
123.	Hostel Warden	130-240	260-400	260-400
124.	Junior Compounder	130-240	330-560	330-560
125.	Boiler Attendent	180-240	350-560	350-560
126.	Assistant Bulldozer Operator	130-240	260-400	260-400
127.	Engine Driver	125-200	266-400	260-400
128.	Driver	125-200	250-400	260-400
129.	Engine Driver	125-200	260-400	260-440
130.	Wireman	125-200	260-480	260-430
131.	Junior Mechanic	125-200	350-560	350-560
132.	Bus Conductor	110-140	210-270	210-270
133.	Naik	100-130	200-260	200-250
134.	Mali	100-110	200-250	200-250
135.	Wireman	90-110	260-350	* 260-350 196-232

If unqualified
then Rs. 260-400

if unqualified
then Rs. 260-400

Unqualified than
Rs. 260-400

* For those
possessing IInd
Class Wireman
certificate.
for others

1.	2.	3.	4.	5.	6.
136.	Mali	90-110	200-250	200-250	
137.	Naik	90-110	200-260	200-250	
138.	Farm Labourer	90-110	196-232	196-232	
139.	Mali-cum-Watchman	90-110	200-250	200-250	
140.	Laboratory Boy/ Laboratory Attendent/ Workshop Attendant.	90-110	196-232	196-232	
141.	Attendent/Pump house Attendent.	90-110	196-232	196-232	
142.	Electrical Attendent	90-110	196-232	196-232	
143.	Cattle Attendent/Bullock Attendent/Herdsmen,	90-110	196-232	196-232	
144.	Ward Servant	90-110	196-232	196-232	
145.	Milkman	90-110	196-232	196-232	
146.	Milk Deliveryman.	90-110	196-232	196-232	
147.	Dairy Worker	90-110	196-232	196-232	
148.	Helper	90-110	196-232	196-232	
149.	Ploughman/Sathi	90-110	196-232	196-232	
150.	Khedut/Mukadam	90-110	196-232	196-232	
151.	Cartman	90-110	196-232	196-232	
152.	Bullockman	90-110	196-232	196-232	
153.	Dresser	90-110	210-270	210-270	
154.	Mazdoor	90-110	196-232	196-232	
155.	Gasman	90-110	196-232	196-232	
156.	Oilman	90-110	210-270	210-270	
157.	Peon	90-110	196-232	196-232	
158.	Peon-cum-Watchman	90-110	196-232	196-232	
159.	Peon-cum-Driver	90-110	196-232	196-232	
160.	Watchman	90-110	196-232	196-232	
161.	Sweeper	90-110	196-232	196-232	
162.	Gowal	90-110	196-232	196-232	
163.	Research follow	300 consc- lidated.	210-270	210-270	If posts are full time posts.
164.	Cleaner	161 conso- lidated.	196-232	196-232	If posts are full time posts.
165.	Laboratory Attendent	100 conso- lidated	196-232	196-232	if posts are full time posts.

1	2.	3,	4.	5.	6,
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**FULL TIME POSTS ON PRE GUJARAT CIVIL SERVICES
PAY RULES 1969.**

(i) REGULAR ESTABLISHMENT

166. Laboratory Assistant	100-180	380-600	260-430
167. Mechanic (Food Unit)	145-185	350-560	350-560
168. Mukadam	75-105	196-232	196-232
169. Entomological Fieldman	75-105	196-232	196-232

(ii) CONTINGENCY PAID STAFF

170. Mukadam	75-105	196-232	196-232	
171. Watchman/Bullockman	55-75	196-232	196-232	
172. Watchman	65-70	196-232	196-232	
173. Bullockman	55-70	196-232	196-232	
174. Counter	40-50	196-232	196-232	
175. Mukadam	40-50	196-232	196-232	
176. Sweeper	30-35	196-232	196-232	
177. Watchman	30-35	196-232	196-232	
178. Bullockman	30-35	196-232	196-232	
179. Dairyman	30-35	196-232	196-232	
180. Khedut	30-35	196-232	195-232	
181. Sweeper	50	196-232	196-232	Provided the at
	Consolidated			full time posts.
182. Mukadam	35	196-232	196-232	—do—
	Consolidated			
183. Watchman	30	196-232	196-232	—do—
	Consolidated			
184. Sweeper	30	196-232	196-232	—do—

PART TIME POSTS

185. Part time Clerk	50	*	*	*As per General
	Consolidated			recommendations
186. Part time Wireman	25	*	*	
	Consolidated.			
187. Part time Sweeper	24	*	*	* —do—
	Consolidated.			* —do—

SCHEDULE-II

SELECTION GRADE

Sr. No.	Designation	Scale accepted by Government.	Selection Grades recommended by the comm.	Selection grades accepted by Government.
1	2	3	4	5
1,	Veterinary officer/ Research Assistant (Veterinary Staff)	550-900	650-30-740- 35-810-EB- 35-880-40- 1040 (for 20 per cent posts)	650-30-740-35- 810-EB-35-880- -40-1040. (for 20 per cent posts.)
2.	Senior Clerk Senior Accounts Clerks	330-560	490-15-550 EB-20-650 (for 15 per cent posts.)	425-15-500-EB- 15-560-20-580- EB-20-640 (for 15 per cent posts.)
3.	Compounder	330-560	490-15-550- EB-20-650 (for 20 per cent posts.)	490-15-550-EB- 20-650 (for 20 per cent posts.)
4.	Junior clerk/ Typist/ Stenotypist/Typist- cum-clerk.	260-400	350-12-410- EB-12-470-15- 500 (for 15 per cent posts.)	350-12-410-EB- 12-470-15-550 (for 15 per cent posts.)
5.	Driver	260-400-	350-12-410- EB-12-470-15- 500. (for 15 per cent posts.)	350-12-410-EB- 12-470-15-500 (for 15 per cent posts.)

SCHEDULE III

Details of the Revised Scales mentioned in Column 5 of Schedule-II

Sr. No.	Detailed Scales.
1	196-3-232
2	200-3-233
3	200-3-206-4-250
4	200-3-212-4-240-EB-5-260.
5	210-4-250-5-270.
6	230-5-260-EB-6-308-EB-6-326-8-350.
7	260-6-38-EB-6-326-8-350.
8	260-6-308-EB-6-326-8-350-EB-3-390-10-400.
9	260-8-308-EB-8-340-10-360-EB-10-430.
10	290-84346-EB-9-370-10-410-EB-10-480.
11	290-8-330-10-350-EB-10-380-12-428-LB-12-500-15-560
12	300-8-440-EB-10-390-EB-10-430.
13	330-8-370-EB-10-420.
14	330-8-370-EB-10-240-EB-10-480.
15	330-10-380-EB-12-440-EB-15-530.
16	330-10-380-EB-12-440-EB-15-560.
17	350-12-410-EB-12-470-EB-15-560.
18	350-12-410-EB-12-470-EB-15-560-20-600.
19	380-12-440-EB-12-500-EB-15-500.
20	380-12-440-15-470-EB-15-560-EB-20-600.
21	380-12-440-15-470-EB-15-560-EB-20-540.
22	425-15-530-EB-15-560-20-600.
23	425-15-500-EB-15-560-20-580-EB-20-640.
24	425-15-500-EB-15-560-20-600-EB-20-700.
25	425-15-500-EB-15-560-20-700-EB-25-800.
26	440-15-530-EB-15-560-20-640.
27	440-15-530-EB-15-560-20-640-EB-20-700-25-750.
28	455-15-530-EB-15-560-20-620-EB-20-700.
29	475-15-550-EB-20-650.
30	475-20-615-EB-675-750.
31	475-20-615-EB-20-675-25-800.
32	500-25-650-EB-25-750-30-900.

Sr. No.	Detailed Scales.
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- 33 550-25-700-EB-25-750-30-900.
- 34 650-30-740-35-810-EB-45-900.
- 35 650-30-740-35-810-EB-35-880-40-960.
- 36 650-30-740-35-810-EB-35-880-40-1040.
- 37 650-30-740-35-310-EB-35-880-40-1000-EB-40-1200
- 38 700-40-980-EB-40-1100-50-1200-EB-50-1300.
- 39 700-40-1020-EB-45-1200-EB-50-1400.
- 40 700-40-1020-EB-45-1200-50-1300-EB-50-1500.
- 41 900-45-1080-EB-50-1180-EB-50-1280.
- 42 900-45-1080-EB-50-1180-EB-1280-55-1500.
- 43 1100-50-1300-EB-60-1600.
- 44 1300-55-1520-60-1700.
- 45 1300-60-1600-EB-60-1900-100-2000.
- 46 1400-60-1640-80-1800.
- 47 1500-60-1740-80-1900.
- 48 1600-80-2000.
- 49 1600-80-2000-125/2-2250.
- 50 2000-125/2-2250.
- 51 2250/-(fixed)
- 52 2250-125/-2-2500.
- 53 2500-125/2-2750.

SELECTION GRADE

- 1 350-12-410-EB-12-470-15-500,
- 2 425-15-500-EB-15-560-20-580-EB-20-640.
- 3 455-15-530-EB-15-560-20-620-EB-20-700.
- 4 475-15-550-EB-20-650.
- 5 475-20-615-EB-20-675-25-800.
- 6 490-15-550-EB-20-650.
- 7 650-30-740-35-810-EB-35-880-40-1040.
- 8 900-45-1080-50-1180-EB-50-1280.
- 9 2000-125/2-2250.
- 10 2000-125-2500.
- 11 2250-125/2-2500.

Statement of pay fixation under the Gujarat Agricultural University Employees Service (Revision of pay) Rules, 1976.

1. Name of office : |
2. Name of the employee : |
3. Designation of the post in which the pay is to be fixed. : |
4. Whether substantive or officiating or on probation. : |
5. Existing scale of the pay :
6. Date from which the revised scale : |

EXISTING EMOLUMENTS

7. Pay :
8. D.A. as on 31st December, 1972 :
9. N.P.P.A. where admissible :
10. Interim Relief :
11. Total :

12. Amount equal to 5% of the :
basic pay as admissible under
the G.A.D.E (R.O.P.) Rules,
1976

13. Total of columns 11 & 12

14. Corresponding revised scale :
under the G.A.U.E.S. (R.O.P.)
Rules, 1976, under which
pay is to be fixed

15. Initial pay fixed in the :
revised scale.

16. Date of next increment

Place : Signature of Head of Office

Date : Designation _____

CERTIFICATE

Certified that particulars of pay, services etc. stated in this form are verified
by me personally.

Place ; Signature and Designation of

Date ; Head of office

***SCHEDULE-XXX**

**THE GUJARAT AGRICULTURAL UNIVERSITY
(SECURITY FROM EMPLOYEES) RULES, 1977**

- 1.1** These rules may be called the Gujarat Agricultural University (Security from employees) Rules, 1977. Title, Commencement and applicability
- 1.2.** These rules shall come into force with effect from such date as may be specified by the Board.
- 1.3** These rules shall apply to all employees of the University including employees on deputation.
- 2.1. In these rules, unless the context otherwise requires—** Definitions
- (1)** "Act" means the Gujarat Agricultural University Act, 1969.
- (2)** "Form" means the form appended to these rules.
- (3)** "Head of Office" means in the case of the Vice-Chancellor's office, the Registrar and in any other case an officer, a teacher or any other employee of the University who is declared as such under Statute-28.
- (4)** "employee" means an employee of the University except the Chancellor, the Vice-Chancellor and the Director of the Campus.
- 2.2.** The words and expressions used in these rules but not defined shall have the meaning assigned to them in the Act and the Statutes.
- 3.** Every employee of the University who is entrusted with the collection or custody of cash, stores or any other property of the University shall be liable to furnish security to the University and accordingly each of the employees mentioned in column 2 of the table hereto shall furnish security for the amount specified against him in column 3 of the table.

*Passed by the Board of Management on 25-4-77

Sr. No.	Employees	Amount of security Deposit.
1	2	3
		Rs.
1	Agricultural Officer/Supervisor	3,000/-
2	Senior/Junior Laboratory Asstt.	3,000/-
3	Projectionist	3,000/-
4	Photographer	2,000/-
5	Agricultural Assistant	2,000/-
6	Mechanical/Supervisor/Asstt.	3,000/-
7	Store-keeper	2,000/-
8	Bull-dozer Operator	500/-
9	Driver	500/-
10	Accountant	1,000/-
19	Sr. Clerk-in-charge of cash/Stores	1,000/-
12	Cashier or Clerk dealing in cash	1,000/-
13	Junior Clerk-in-charge of cash/ Stores stamps	500/-
14	Librarian	5,000/-
15	Chokidar/peon	200/-

4.8 When an employee, who has furnished security under rule 3, proceeds on regular leave, or is transferred on deputation, the employee who is appointed to officiate for him, shall be required to furnish the security specified for that post ;

Provided that the appointing authority may exempt an employee officiating in such vacancy from furnishing security if the circumstances warrant such exemption, subject to the following conditions ;—

- (i) the appointing authority shall satisfy himself that no risk is involved,
- (ii) the exemption shall be granted only in the case of a permanent University employee.

Obtaining security from the employee appointed vice employees proceeding on leave or transferred on deputation

Execution of security bond.

(iii) the period of officiating arrangements does not exceed three months.

5.1 An employee, who is required to furnish security under these rules shall execute a security bond setting forth the conditions under which, the University will hold the security and may ultimately refund or appropriate it. The security bond shall be in one of the forms prescribed under rule 6.1.

5.2 An employee, who is required to furnish security under the rules shall execute the security bond within a period of thirty days from the date of his taking over charge of the post.

Provided that an employee, who becomes liable to furnish security on the date of the commencement of these rules shall execute the security bond within a period of thirty days from the date of the commencement of these rules.

5.3 The Head of Office may, if he is satisfied that it is not possible for an employee to execute the security bond within a period of thirty days, extend the period by a further period of thirty days.

Kinds of securities, execution of forms and their conditions

6.1 An employee shall be required to furnish security in one of the following forms subject to the conditions noted against each.

Provided that the Head of Office may permit him to furnish security partly in one and partly in another such forms.

Kinds of security	Form to be executed.	Conditions.
1	2	
(i) Personal security Bond.	Form-I	<p>(a) The Head of Office shall see that the existence and solvency of the sureties is verified by the Mamlatdar concerned by the 30th June every year.</p> <p>(b) The Head of Office shall maintain in Form IV appended here-to a Register of securities furnished by the employees.</p>

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(c) A permanent employee or a retired University employee/Govt. servant or a servant of a local body may stand as a surety for the employee concerned except that in the case of Hindus, they shall not be the members of the same joint family.

(d) During inspection, the Comptroller or any office employee to whom the duties are entrusted by the Vice-Chancellor shall verify whether the requested securities have been obtained and are duly verified by the Head of Office and necessary solvency certificates have been obtained and noted in column No. 7 of the register in form IV referred to in clause (b) above,

(ii) Post Office savings Form-II
books bank Pass.
books

(a) A pass book for a deposit under post office saving bank rules may be accepted as security, provided that the depositor has signed and delivered to the Post Master letter in the prescribed form as required by those rules.

(b) The pass book shall be sent to the post office as soon as possible after the 15th June of each year so that necessary entries on account of interest may be made in it.

(iii) guarantee Fidelity Form-III
policy.

(a) The policy shall be acceptable only if it is issued by the Indian Insurance Corporation.

(b) When the security is furnished in the form of fidelity guarantee policy the authority which has been authorised to accept security shall see that the employee pays the

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premium necessary to keep the policy alive on the due dates and continues to do so until he vacates his office. If the employee fails to submit the premium receipts in time, he shall not be allowed to perform the duties of his post and shall be dealt with in accordance with the terms of his appointment.

(iv) Cash

Form-V

(a) The security may be either in lump sum or by monthly deduction from the pay of the employee concerned.

(b) University will not pay any interest on any security deposits held in the form of cash. Such security deposits may be converted at the cost of the depositor, into any of the interest bearing forms of security as may be determined by the Comptroller under the direction of the Vice-Chancellor if the depositor expressly requests in writing to that effect. Cash actually received or recovered may be converted into an interest bearing form of security even when it forms part of a deposit which is being paid in installments but has not been realised in full.

(v) National Savings Certificate.

(a) These certificates shall be formally transferred in the name of the University. The authority which has been authorised to accept security under the rule 7.1 shall accept the certificates with the sanction of the First Master of the office of registration at their surrender value at the time of tender,

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(b) Certificates, which are not held in the name of the person furnishing the security, shall not be accepted.

Acceptance of Securities.

7.1. The Head of Office shall accept the securities furnished under these rules.

Custody of Securities

7.2. Securities furnished by the employee shall remain in the custody of the Head of Office but where a security is furnished by the Head of Office himself it shall remain in the custody of the next higher authority.

Safe custody of pass books deposit receipt etc.

8.1 Post Office savings bank pass books, and security bonds and agreements shall be kept in the safe custody of the authority accepting the security under these rules.

Retaining period of Security deposit.

9.1 A security deposit taken from an employee shall be retained for at least six months from the date when he vacates his post.

9.2 A security bond executed by an employee shall be retained permanently or until it is certain that there is no further necessity for keeping it.

Retransfer of security deposit.

10.1 Without the special orders of the Vice-Chancellor, no security deposit shall be repaid or retransferred or otherwise disposed of except in accordance with the terms of the security bond or agreement.

10.2 While returning any security to the employee the authorised under rule 7.2 above, shall invariably obtain his acknowledgement duly signed and witnessed when an interest bearing security is returned or retransferred, the acknowledgement shall set forth the full particulars of the security.

FORM - I

(See Rule 6.1 (i))

FORM OF PERSONAL SECURITY BOND

KNOW ALL MEN BY THESE PRESENTS that I, A.B., of _____
am held and firmly bound unto the University, Gujarat Agricultural University
(herein after referred to as "the University" which shall, unless excluded
by or repugnant to the context, include his successors in office and assigns) in
the sum of Rupees _____ (Rs. _____) to
be paid to the University for which payment, well and truly to be made, I bind
myself, my heirs executors, administrators and legal representatives by these presents.

WHEREAS the above bounden A.B. was on the _____ day of
_____ 19 _____ appointed to and now holds the office of
_____ in the office of _____

AND WHEREAS the said A.B. _____ by virtue of such office is bound
to collect _____

Cashier's
(here describe the Store Keeper's nature of the duties.)
Subordinate's

and to keep and render true and faithful accounts of his dealing with all property
and moneys which may come into his hands or possession or under his control,
such accounts to be kept in the form and manner that may from time to time be
prescribed by duly constituted authority, and also to prepare and submit such
returns, accounts and other documents as may from time to time be required
of him.

AND WHEREAS the said A.B. _____ has, in pursuance of
(Rule 6.1 (i) of rules) regarding securities from the Employees of the Gujarat
Agricultural University been called upon to execute a bond with two sureties in
favour of the University in the above mentioned sum of rupees _____
(Rs. _____) for the due and faithful performance by the said
A.B. _____ of the duties of his office and of any other office
requiring security to which he may be appointed at any time and of other duties
which may be required to him, while holding any office as aforesaid and for the
purpose of securing and indemnifying the University against all loss, injury, dam-
age, costs or expenses which the University may, in any way, suffer, sustain or
pay by reason of the misconduct, neglect, oversight or any other act of the said
A.B., or of any person or persons acting under him for whom he may be responsible,

NOW the condition of the above written bond is such that if the said A.B., has whilst he has held the said office of _____ as aforesaid, always duly performed and fulfilled the duties of his said office and if he shall whilst he shall hold the said office or any other office requiring security to which he may be appointed, or in which he may act, always duly perform and fulfill all and every the duties thereof respectively and other duties which may from time to time be required to him, while holding any such office as aforesaid and shall duly pay into the University all such moneys as are payable to University and shall come into his possession or control by reason of the said office and shall duly account for and deliver up all moneys, papers and other property which shall come into his possession or control by reason of the said office and if the said A.B., his heirs, executors or administrators shall pay or cause to be paid into the University the amount of any loss or defalcation in the accounts of the said _____ within 24 hours after the amount of such loss or a defalcation shall have been demanded from the said A.B. by the _____ such demand to be in written and left at the office or last known place of residence of the said A.B. and shall also at all times indemnify and save harmless the University from all and every loss, injury, damage, costs or expenses which has been or shall or may at any times or time hereafter during the service or employment of the said A.B. in such office as aforesaid or any other such offices aforesaid, be sustained incurred, suffered or paid by the University or by reason of any act, embezzlement, defalcation, mismanagement, neglect, failure, misconduct, default, disobedience, omission or insolvency of the said A.B. or any person or persons acting under him or for whom he may be responsible then this obligation shall be void and of no effect; otherwise the same shall be and remain in full force.

AND IT IS HEREBY FURTHER AGREED that in the event of the death of the said A.B. or on the final termination or the service of the said A.B., whether as such as aforesaid or otherwise, or in the event of the said A.B. _____ ceasing to hold any office requiring security this bond shall remain with the _____ permanently or until it is certain that there is no further necessity for keeping it for recovering any loss, injury, damage, costs or expenses that may have been sustained, incurred or paid by the University owing to the act, neglect or default of the said A.B. or any such other person or persons as aforesaid and which may not have been discovered until after his death or the termination of his said service or his ceasing to hold any office for which the security was required.

PROVIDED always that without prejudice to any other rights or remedies for recovering the loss or damage as aforesaid it shall be open to the University to recover the amount payable under the bond.

IN WITNESS WHEREOF the said A.B. has hereunto set his hand this _____ day of _____ 19 _____ signed and delivered by the abovenamed A.B. in presence of.

1.

2.

(Signature)

We hereby declare ourselves sureties for the above said A.B., _____ that he shall do and perform all that he has above undertaken to do and perform and in case of his making default therein we hereby bind ourselves jointly and severally to forfeit to University the sum of Rs. _____ in which the above said A.B. has bound himself or such other lesser sum as shall be deemed to be sufficient by the _____ to cover any loss or damage which University may sustain by reason of such default.

And we agree that the University without prejudice to any other rights or remedies of the University recover the said sum.

And we also agree that neither of us shall be at liberty to terminate his surety ship, except upon giving to the said _____ six calendar months notice in writing of his intention so to do and our joint and several liability under this bond shall continue in respect of all acts, embezzlements, defalcations, mismanagements, neglects, failures misconducts, defaults, disobedience, omissions and insolvencies on the part of the said _____ until the expiration of the said period of six months.

Dated this the _____ day of _____ 19 _____ Signature of sureties in the presence of :-

1.

2.

In the presence of :-

Signature

Signature.

F O R M - I I

(See Rule 6.1 (ii))

**FORM OF SECURITY BOND WHERE SECURITY IS FURNISHED BY
DEPOSITING P. O. SAVINGS BANK PASS BOOK**

KNOW ALL MEN BY THESE PRESENTS that I, A.B. _____
of _____ am held and firmly bound unto the University, Gujarat Agri-
cultural University (hereinafter referred to as University) in the sum of rupees

_____ (Rs. _____)
to be paid to the University for which payment, well and truly to be made I
bind myself my heirs, executors, administrators and legal representatives by
these presents.

WHEREAS the above bounden A. _____ was on the _____
_____ day of _____ 19 _____ appointed to and now holds the office
off _____ in the office of _____

And whereas the said A. B, _____ by virtue of such office
is bound to collect _____
(there describe the Cashier's nature of duties)
Store Keeper's
Subordinate's

and to keep and render true and faithful accounts of his dealings with all pro-
perty and money which may come into his hands or possession or under his
control, such accounts to be kept in the form and manner that may from time to time
be prescribed by duly constituted authority, and also to prepare and submit such
returns, accounts and other documents as may from time to time be required
of him.

AND WHEREAS the said A.B. _____ has, in pursuance of
rule 6.1 (ii) of rules regarding securities from the Employees of the Gujarat
Agricultural University delivered to and deposited with the _____

_____ (designation of Officer)
for the time being, the post Office Savings Bank Pass Book No. _____
of him, the said A. B. _____ duly endorsed in favour of the
_____ or the time being, and sowing a sum of rupees _____
(designation of Office)

_____ (Rs. _____) to the credit of

the said A.B. _____ in the Posts Savings Bank at _____ as security for the due and faithful

performance by the said A.B. _____ of the duties of his said office and of any other officer requiring security to which he may be appointed at any time and of other duties which may be required of him, while holding any such office as aforesaid and for the purpose of securing and indemnifying the University against all loss, injury, damage, costs of expenses which the University may, in any way, suffer, sustain or pay by reason of the misconduct, neglect, oversight or any other act of the said A.B. _____ or of any person or persons under him or for whom he may be responsible.

Now the condition of the above written bond is such that if the said A.B. _____ has whilst he has held the said office of _____ as aforesaid, always duly performed and fulfilled the duties of his said office and if he shall, whilst he shall hold the said office or any office requiring security to which he may be appointed, or in which he may act, always duly perform and fulfill all and every duties thereof respectively and other duties which may from time to time be required of him, while holding any such office as aforesaid and shall duly pay into the University all such moneys as are payable to University and shall come into his possession of control by reason of the said office and shall duly account for and deliver up all moneys, papers and other property which shall come into his possession or control by reason of the said office and if the said A.B. _____ his heirs, executors or administrators shall pay or cause to be paid unto the University the amount of any loss or defalcation in the accounts of the said _____ within 24 hours after the amount of (designation of officer) such loss or defalcation, shall have been demanded from the said A.B. _____ by the _____ such demand (designation of officer)

to be in writing and left at the office or last known place of residence of the said A.B. _____ and shall also at all times indemnify and save harmless the University from all and every loss, injury, damage, costs or expenses which have been or shall or may at any time or times hereafter during the service or employment of the said A.B. _____ in such office as aforesaid or any such other offices aforesaid. be sustained

incurred, suffered or paid by the University by reason of any act, embezzlement, defalcation, mismanagement, neglect, failure, misconduct, default, disobedience, omission or insolvency of the said A.B. _____ or of any person or persons acting under him or for whom he may be responsible, then this obligation shall be void and of no effect; otherwise the same shall be and remain in full force.

PROVIDED ALWAYS and it is hereby declared and agreed that the said Post Office Savings Bank and all moneys for the time being standing to the credit of the said A.B. _____ in the Post Office Savings Bank at _____ and the interest on all such moneys shall be and shall remain with and at the disposal of the _____ for the time being
(designation officer)

as such security as aforesaid with full power to the _____ for
(designation of officer)

the time being, as occasion shall require to withdraw from the said Postal Savings Bank the moneys deposited therein and for the time being to the credit of the said A.B. _____ and interest thereon or so much thereof as shall be required, and to apply the same in and towards the indemnity aforesaid to the University otherwise as aforesaid, but that nevertheless the interest accruing on the said money may in the meantime be paid over to the said

A.B. _____ as and when the same shall be realised,

if the _____ for the time being shall think fit to do so.

AND IT IS HEREBY FURTHER AGREED that in the event of the death of the said A.B. _____ or on the final termination of the service of the

said A.B. _____ whether as such _____ as aforesaid, or otherwise or in the event of the said A.B. ceasing to hold any office requiring security the said Postal Savings Bank Pass Book and the money for

the time being to the credit of the said A.B. _____ in the said Postal Savings Bank and this bond shall remain with and at the disposal of the _____ permanently or until it is certain that

(Designation of officer)

there is no further necessity for keeping it for recovering any loss, injury, damage, costs or expenses that may have been sustained, Incurred or paid by the University owing to the act, neglect or default of the said A.B. _____

or any such other person or persons as aforesaid and which may not have been discovered until after his death or the termination of his said service or his ceasing to hold any office for which the security was required.

PROVIDED ALWAYS that the return at any time of the said security shall not be deemed to affect the right of the University to take proceedings upon or under this bond against the said A.B. _____ or against his heirs, executors, administrators or legal representatives after his death, in case any breach of the conditions of this bond shall be discovered after the return of the said security and the responsibility of the said _____ shall at all times continue and the University shall be fully indemnified against all such loss or damage as aforesaid at anytime.

PROVIDED further that nothing herein contained nor the security hereby given shall be deemed to limit the liability of the said A.B. _____

in respect of the matters aforesaid to the forfeiture of the sum for which this bond is executed and that should the said sum be insufficient to indemnify the University in full for any loss or damage sustained by him in respect of the matters aforesaid the said A.B. _____ shall pay to the

University on demand such further sum as shall be deemed by the _____
_____ for the time being to be necessary in addition to
(designation of officer)

the said sum of rupees _____ (Rs. _____)
to cover such loss or damage as aforesaid and that without prejudice to any other rights or remedies for recovering the loss or damage as aforesaid, it shall be open to the University to recover such further sum payable under this bond as aforesaid.

IN WITNESS WHEREOF the said A. B. _____ has hereunto
set this hand this _____ day of _____ 19_____
Signed and delivered by the above name and A. B. _____
in the presence of -

- 1.
- 2.

(Signature)

F O R M - III

(See Rule 6.1 (iii))

FORM OF SECURITY BOND WHERE SECURITY IS FURNISHED BY
DEPOSITING A FIDELITY GUARANTEE POLICY

1. KNOW ALL MEN BY THESE PRESENTS that I, A.B. _____
of _____ am held and firmly bound unto the University Gujarat
Agricultural University (hereinafter referred to as "the University") in the sum
of rupees _____ (Rs. _____) to be paid to the Univer-
sity for which payment well and truly to be made I bind myself my heirs, execu-
ters, administrators and legal representatives by these presents.

Signed under my hand this _____ day of _____ 19 _____

2. WHEREAS the above bounden A.B. _____ was on the
_____ day of _____ 19 _____ appointed to and
now holds the office of _____ in the office
of _____

AND WHEREAS the said A.B. _____ by virtue of such office
is bound to collect _____ (here describe the nature of the
Cashier's/Store-Keeper's/Subordinate's duties) and to keep and render true and
faithful accounts of his dealings with all property and money which may come
into his hands or possession or under his control, such accounts to be kept
in the form and manner that may from time to time be prescribed by duly consti-
tuted authority and also to prepare and submit such returns, accounts and other
documents as may from time to time be required of him.

3. AND WHEREAS the said A.B. _____ has, in pursuance of
Rule 6.1 (iii) of rules regarding securities from the Employees of the Gujarat
Agricultural University delivered to and deposited with _____
(designation of officer)

a fidelity bond issued by _____ company for the above-
mentioned sum of Rs. _____ (Rs. _____) as security
for the due and faithful performance by the said A.B. _____

of the duties of his said office and of any other office requiring security to which he may be appointed at any time and of other duties which may be required of his while holding any such office as aforesaid and for the purpose of securing and indemnifying the University against all loss, damage, costs, injury or expenses which the University may, in any way, suffer sustain, or pay by reason of the misconduct, neglect, oversight or any other act or omission of the said A. B.

_____ or of any person or persons acting under him or for whom he may be responsible.

4. AND WHEREAS the said A.B. _____ has entered to the above bond in the panel sum of Rs. _____ conditioned for the due performance by him the said A. B. _____ of the duties of the said office aforesaid and of other duties appertaining thereto or, which may lawfully be required for him and to indemnify the University and the employees of the University against loss from or by reason of the acts or defaults of the said A.B. _____ and of all and every person and persons of aforesaid.

5. NOW, the condition of the above written bond is such that if the said A.B.

_____ has whilst he has held the said office of _____ as aforesaid always duly performed and fulfilled the duties of his said office and if he shall, while he shall held the said office or any other office requiring security to which he may be appointed or in which he may act, always duly perform and fulfil all and every duties thereof respectively and other duties which may from time to time be required of him while holding any such office as aforesaid and shall duly pay into the University all such money and securities for money as are payable or deliverable to University and shall come into his possession or control by reason of the said office and shall duly account for and deliver up all moneys, papers and other property which shall come into his possession or control by reason of the said office and if the said A.B. _____ his heirs, executors, or administrators or his legal representatives shall pay or cause to be paid into the University the amount of any loss or defalcation in the account of the said _____ within 24 hours after the amount of such loss or defalcation shall have been demanded from the said A.B. _____

_____ by the _____ such
(designation of officer)

demand to be in writing and left at the office or last known place of residence

of the said A.B. _____ 3. and shall also at all times indemnify and save and keep harmless the University from all and every loss, injury, damage, actions, suits, proceedings, costs, charges and expenses, which have been or shall or may at any time or times hereafter during the service of employment of the

said A.B. _____ in such office as aforesaid or any such other offices aforesaid be sustained, incurred, suffered, brought, sued or commenced or paid by the University by reason of any act, embezzlement, defalcation, mismanagement, neglect, failure, misconduct, defaults, disobedience, omission or insolvency

of the said A.B. _____ or of any person or persons acting under him for whom he may be responsible then the above written bond shall be void and of no effect otherwise the same shall be and remain in full force.

6. PROVIDED ALWAYS and it is hereby declared and agreed by and between the parties hereto that the said fidelity Bond No.so delivered and deposited as aforesaid shall be and remain at the disposal of the said officer (for the time being or the University) as and for part and additional security over and above the above written bond to the University for the indemnify and other purposes as aforesaid with full power to the University or the employees of the University duly authorised in that behalf to obtain and receive payment of the sum or sums of money recoverable or to be received upon or by virtue of the said fidelity bond or a sufficient portion thereof and all benefits and advantages thereof and to apply the same in and towards the indemnity as aforesaid of the University or the employees of the University as the case may require.

7. AND IT IS HEREBY FURTHER AGREED declared by and between the parties hereto that the said A.B.shall keep the fidelity bond issued by the said company in full force by payment of the premia as and when they fall due and by otherwise confirming to the rules of the said company relating thereto.

8. PROVIDED ALWAYS that the cancellation or lapse at any time of the said fidelity bond shall not be deemed to effect or prejudice the right of the University to take proceedings upon or under the said bond against the said in case any breach of the conditions of this bond shall be discovered after the cancellation or lapse of the said fidelity bond but the responsibility of the said A.B.shall at all times continue and the University shall be fully indemnified against all such loss or damage as aforesaid at any time.

PROVIDED further that nothing herein contained nor in the fidelity bond so deposited shall be deemed to limit the liability of the said A.B.in respect of matters aforesaid to the forfeiture of the said sum of Rs. or any part or parts thereof and that shall the said sum be insufficient to indemnify the University in full for any loss or damage sustained by him in respect of

matters aforesaid or any of them the said A.B.....shall pay to the University on demand such further sum as shall be deemed by.....to be necessary in addition to the said

(designation of officer)

fidelity bond of Rs.....to cover such loss or damage aforesaid and that the University shall be entitled to recover such further sum payable as aforesaid in any manner open to them. Signed and delivered by the abovenamed A.B.in the presence of :

1.

2.

Signature.

GUJARAT AGRICULTURAL UNIVERSITY

FORM - IV

See Rule 6.1 (i)

Register of securities furnished by the staff working under _____

Sr. No.	Name of incumbent	Amount of security	Duties performed	Nature of security furnished and period upto which it is valid	Name of surities with their places of residence	Notes regarding enquiries about solvency of surities	Remarks regarding renewals of fidelity bond etc.
1	2	3	4	5	6	7	8

FORM - V

(See Rule 6.1 (iv))

FORM OF CASH SECURITY BOND

KNOW ALL MEN THESE PRESENTS that I., A.B. _____
of _____ am held and firmly bound, unto the (Vice-Chancellor, Gujarat
Agricultural University) (hereinafter referred to as "the University") in the sum of
rupees _____ (Rs. _____) to be paid to the University for which
payment, well and truly to be made, I bind myself, my heirs, executors, adminis-
trators and legal representatives by these presents.

WHEREAS the above bounden A.B. was on the _____ day
of _____ 19 _____ appointed to and now holds the office
of _____ in the office of _____ .

AND WHEREAS the said A. B., _____ by virtue of such
office is bound to collect

(here describe the Cashier's nature of duties)
Store keeper's
Sub-Ordinate's

and to keep and render true and faithful accounts of his dealings with all pro-
perty and money which may come into his hands or possession or under his
control, such accounts to be kept in the form and manner, that may, from time
to time, be prescribed by duly constituted authority, and also to prepare and
submit such returns, accounts and other documents as may, from time to time,
be required of him.

AND WHEREAS the said A.B. _____ has, in pursuance of rule 6.1
(iv) of rules regarding securities from the delivered to and deposited with the
_____ the abovementioned sum of rupees _____

(Rs. _____) in cash as security for the due and faithful performance

by the said A.B. _____ of the duties of his said office and of any other office requiring security to which he may be appointed at any time and of other duties which may be required of him while holding any such office as aforesaid and for the purpose of securing and indemnifying the University against all loss, injury, damage, costs or expenses which the University may, in any way, suffer, sustain or pay, by reason of the misconduct, neglect, oversight or any other act of the said A.B. or of any person or persons acting under him or for whom he may be responsible.

NOW the condition of the above written bond is such that if the said A.B. has whilst he has held the said office of _____ aforesaid always duly performed and fulfilled the duties of his said office and if he shall whilst he shall hold the said office or any other office requiring security to which he may be appointed or in which he may act, always duly perform and fulfil all and every the duties thereof respectively and other duties which may from time to time required of him while holding any such office as aforesaid and shall duly pay into the University all such moneys as are payable to University and shall come into his possession or control by reason of the said office and shall duly account for and deliver up all moneys, papers and other property which shall come into his possession or control by reason of the said office and if the said A.B. his heirs, executors, or administrators shall pay or cause to be paid unto the University the amount of any loss or defalcation in the accounts of the said _____ within 24 hours after the amount of such loss or defalcation shall have been demanded from the said A.B. by the _____ such demand to be in writing and left at the office or last known place of residence of the said A.B., and shall also at all times indemnify and save harmless the University from all and every loss, injury, damage, costs or expenses which has been or shall or may at any times or time hereafter during the service or employment of the said A.B., in such office as aforesaid or any such other office aforesaid be sustained incurred, suffered, or paid by the University by reason of any act embezzlement, defalcation, mismanagement, neglect, failure, misconduct, default, disobedience, omission or insolvency of the said A.B. or of any person or persons acting under him or for whom he may be responsible then this obligation shall be void and of no effect, otherwise the same shall be and remain in full force. Provided always and it is hereby (declared and agreed that the said sum of rupees _____ (Rs. _____) so delivered and deposited as aforesaid, shall be and shall remain with the _____ (designation of officer) for the time being as such security as aforesaid, with full power to the _____ (designation of officer) for the time being, as occasion shall require, to apply the said sum of rupees _____ (Rs. _____) or any part thereof, in and towards the indemnity as aforesaid of the University or otherwise as aforesaid.

AND IT IS HEREBY FURTHER AGREED that in the event of the death of the said A.B., or on the final termination of the service of the said A.B., or in the event of the said A.B. ceasing to hold any office requiring security whether as such as aforesaid, or otherwise the said sum of rupees _____ (Rs. _____) or so much thereof as shall then be in deposit and this bond shall remain with the _____ for _____ caonder months for recovering any loss, injury, damage, costs or expenses that may have been sustained, incurred or paid by the University owing to the act, neglect or default of the said A.B., or any such other person or persons as aforesaid and which may not have been discovered until after his death or the termination of his said service or his ceasing to hold any office, for which the security was required. Provided always that the return at any time of the said security shall not be deemed to affect the right of the University to take proceedings upon or under this bond against the said A.B., or against his heirs, executors, administrators or legal representatives after his death in case any breach of the conditions of this bond shall be discovered after the return of the said security and the responsibility of the said A.B., shall at all times continue, and the University shall be fully indemnified against all such loss or damage as aforesaid at any time :

PROVIDED further that nothing herein contained nor the security hereby given shall be deemed to limit the liability of the said A.B. in respect of the matters aforesaid to the forfeiture of the said sum of rupees _____ (Rs. _____), and that should the same sum be insufficient to indemnify the University in full for any loss or damage sustained by him in respect of the matters aforesaid, the said A.B., shall pay to the University on demand such further sum as shall be deemed by the _____

(designation of Officer)

to be necessary in addition to the said sum of rupees _____ (Rs. _____) to cover such loss or damage as aforesaid and that without prejudice to any other rights or remedies for recovering the loss or damage as aforesaid it shall be open to the University to recover such further sum payable as aforesaid.

IN WITNESS WHEREOF the said A.B., has hereunto set his hand this _____ day of _____ 19 _____.

Signed and delivered by the above named A.B., in the presence of

1

2

(Signature)

SCHEDULE XXXI"

THE GUJARAT AGRICULTURAL UNIVERSITY DEPARTMENTAL EXAMINATION IN ACCOUNTS RULES*

- Title and Comencement.** 1. (i) These rules may be called the Gujarat Agricultural University Departmental Examination in Accounts Rules 1978.
- (ii) They shall come into force with effect from such date as may be specified by the Board.
- Applicability.** 2. These rules shall apply to the employees belonging to the non-teaching staff of the University excluding employees in Grade IV,
- Definition.** 3. In these rules, unless the context otherwise requires :-
- (i) "Appendix" means an Appendix appended to these rules;
- (ii) "Appointed date" means the date on which these rules come in to force ;
- (iii) "direct recruit" means an employee appointed to any in the non-teaching staff otherwise than by promotion from lower post ;
- (iv) "employee" means an employee to whom these rules apply ;
- (v) "equivalent examination" means any departmental examination prescribed by the State Government for its employees in the Department of Agriculture, Department of Animal Husbandry and any other departments of the State Government and determined by the Board as an examination equivalent to the Lower Standard Examination or as the case may be the Higher Standard Examination prescribed under these rules;
- (vi) "Higher Standard Examination" means the Gujarat Agricultural University Higher Standard Departmental Examination, the syllabus of which is specified in Appendix-B;

*The rules came into force with effect from 16-8-78.

- (vii) "Lower Standard Examination" means the Gujarat Agricultural University Lower Standard departmental examination, the syllabus of which is specified in Appendix-A;
 - (viii) "Non-teaching staff means the staff consisting of employees of the University other than officers as defined in clause (8) of Section 2 of the Act and teachers defined in clause (17) of section 2 of the Act :
 - (ix) "relevant examination" means the lower standard examination or, as the case may be, the higher standard examination, which an employee is required to pass under these rules.,
 - (x) "Specified chances" means the number of chances allowed to an employee under these rules to pass the relevant examination;
 - (xi) "Specified period" means the period allowed to an employee under these rules to pass the relevant examination.,
 - (xii) The words and expressions used in these rules but not defined shall have the meaning assigned to them in the Act and Statutes.
4. (1) Every employee, including an employee transferred to the University and permanently absorbed in the service of the University under Section 52 of the Act and an employee of the Institute of Agriculture, Anand or of the Agricultural School, Aliabada, who has been transferred to the service of the University, shall be required to pass the relevant examination.
- Liability of employee
to pass examinations
- (2) (a) Where such an employee is appointed to post a cadre not higher than the cadre of senior clerk shall have to pass the Lower Standard Examination.
 - (b) For promotion to a post in cadre higher than the cadre of senior-clerk such a employee shall have to pass the higher standard examination.
 - (c) Where an employee is a direct recruit to a post in cadre higher than the cadre of senior-clerk he shall have to pass the higher standard examination.

- (3) Where an employee, who is required to pass the relevant examination, is in the service of the University from a date prior to the appointed date he shall have to pass the examination within a period of two years from the appointed date, but an employee appointed in the service of the University on or after the appointed shall have to pass the relevant examination within a period of three years from the date of his appointment.
- (4) Where the period for passing the relevant examination is two years, the examination shall have to be passed in not more than three chances within that period and where the period for passing the relevant examination is three years, the examination shall have to be passed in not more than four chances within that period ;
Provided that if the period for passing the examination expires before the last chance to appear at the examination is available to the employee, the period shall be deemed to have been extended upto the date of declaration of the result of the examination which provides him the last chance.
- (5) Where a direct recruit, who is required to pass higher standard examination, fails to pass the examination within the period specified in subrule
- (3) such a period shall, if his service be otherwise satisfactory, be extended to such period not exceeding :-
- (a) three years in the case of a direct recruit belonging to a schedule caste or scheduled tribe and
 - (b) two years in any other case in the aggregate as may be necessary to enable him to pass the examination in not more than.
 - (c) four chances in the case of a direct recruit belonging to a scheduled caste or scheduled tribe and
 - (d) three chances in any other case.
- (6) Where a direct recruit fails to pass the examination within the period so extended, his appointment shall be terminated.

(7) In the case of any employee, if the Vice-Chancellor is satisfied that the employee could not pass the examination in his last chance for reasons beyond his control or that he failed to pass the examination by a narrow margin of marks, the Vice-Chancellor may after recording reasons in writing give the employee one more chance to pass the examination.

5. Notwithstanding anything contained in rule 4

Exemption from passing examination,

(a) an employee who before the appointed date has already passed the equivalent examination or has been exempted from passing the equivalent examination,

(b) an employee who has completed the age of 45 years on the appointed date,

(c) An employee who is appointed to the post of Publication Officer, Medical Officer, Legal Assistant, Compounder, Nurse, Electrician, Wireman and Driver shall not be required to pass any examination under these rules.

6. (1) In the case of employees who are required to pass the relevant examination under these rules, the date of passing the examination shall be the criteria for determining the seniority for promotion to higher grade in the ratio specified in statute-41;

Consequences of failure to pass examination.

(2) where any such employee fails to pass the examination he shall lose his seniority over the employee who have passed the examination earlier or who are not required to pass the examination and he shall not be eligible for promotion to higher post until he passed the examination.

7. (1) Where an employee, who is required to pass the lower standard examination, passes that examination he, shall be eligible for promotion upto the rank of office superintendent,

Eligibility for promotion,

- (2) where an employee passes the Higher Standard examination he shall be eligible for promotion to a post in a rank higher than that of office superintendent.

Filling of vacancy when qualified employee is not available.

8. In the case of a vacancy to be filled by promotion, if no employee qualified for such promotion is available, the vacancy may be filled in by promotion an employee whose specified chances to pass the relevant examination are not exhausted. The promotion shall be subject to the condition that the employee so promoted shall be reverted on the availability of an employee qualified for such promotion.

Syllabus for examination

9. The syllabus for the lower standard examination shall be as specified in Appendix A and the syllabus for the higher standard examination shall be as specified in Appendix B.

Examination to be held twice a year

10. The relevant examination shall be held twice in a year preferably in the month of May/October. The date of examination shall be fixed and notified by the Registrar atleast three months in advance.

Appointment of examiners etc.

11. (1) The Vice-Chancellor shall appoint the examiners, paper setters, supervisors and other staff required for the conduct of the examination.

Provided that a person once appointed as an examiner or paper-setter shall not be continued as such for more than three years.

- (2) The rates of remuneration for the examiners, paper-setter supervisors and other staff, if any, shall be fixed by the Vice-Chancellor.

Registrar be conduct examination

12. (1) The examination shall be conducted by the Registrar
(2) The examination shall be held at the centres fixed by the Registrar.

Enlistment of employees as candidate for examination,

13. (1) An employee who desires to appear at the examination shall at least 60 days before the date of the examination send his application to the Registrar in the form in Appendix C for enlisting his name as a candidate for the examination.

- (2) The Registrar shall scrutinise the application in respect of the eligibility of the applicant for appearing at the examination. If the applicant is found to be eligible, the Registrar shall enlist the name of the applicant for as a candidate for the examination.
- (3) If the employee so enlisted subsequently decided not to appear at the examination, he shall give intimation thereof in writing to the Registrar at least 30 days before the date of the examination.
- (4) Where an employee, after having enlisted his name as a candidate for the examination, fails to appear in this examination without giving intimation under subrule (3), he shall be deemed to have lost one chance to pass the examination.

Provided that the Vice-Chancellor may condone the failure on the part of the employee to give such intimation and the consequences arising there from, if he is satisfied that the failure was on account of reasons beyond the control of the employees.

14 An employee appearing at the examination shall be allowed to answer the question papers either in Gujarati or in English Language.

Question paper may be answered in Gujarati or English.

15 (1) The standard for passing the examination shall be 40 per cent of the total marks of each question paper, irrespective of whether the questions are to be answered with or without the aid of books.

standard for passing examination.

(2) An unsuccessful candidate who secures 50 per cent or more marks in any one or more papers shall be exempted from appearing in those papers at any subsequent examination.

(3) A candidate, who appears for all the papers at one and the same examination but fails to obtain in any one paper the minimum number of marks required for passing in that paper, shall be allowed condonation of the deficiency of marks in that paper upto 5 per cent provided he gets 45 per cent marks in aggregate in the examination.

- Addition a chance available on payment of fee.** **16.** An employee, who after exhausting the specified chances under rule 4, desires to get any additional chance for passing the examination, may be permitted to appear at the examination on payment of an examination fee of Rs. 15/- per examination. The fee once paid shall not be refunded on any account. The fee shall be credited to the University fund.
- Expenses to be met from University fund.** **17.** The expenses for conducting the examination shall be met from the University fund. The expenses include remuneration to examiners and paper-setters, supervision charges, labour charges, expenses on printing and stationery.
- Regarding detailed instructions.** **18.** Detailed instructions for conducting the examination for examiners and paper setters and for declaration of results shall be issued by the Registrar.
- Vice-Chancellor to decide disputes.** **19.** The Vice-Chancellor shall be the final authority for deciding all points of dispute.

- 7.. Gujarat Agricultural University Employees Pension Rules and Gujarat Agricultural University Employees Provident Fund Rules.
- 8.. Gujarat Agricultural University Employees Casual Leave, Special Leave and Compensatory Leave Rules.

Paper : III,

GENERAL KNOWLEDGE AND OFFICE PROCEDURE

(Without books.)

Time : 3 hours. Marks : 100.

- 1.. Gujarat Agricultural University Act, 1969.
- 2.. Manual of Office Procedure.
- 3.. Noting and Drafting.

APPENDIX-B

THE SYLLABUS FOR THE GUJARAT AGRICULTURAL UNIVERSITY DEPARTMENTAL HIGHER STANDARD EXAMINATION IN ACCOUNTS.

Paper : I
(With books)

FINANCIAL MATTER
Time : 3 hours. Marks : 100

1. Public Works Department Manual.
2. Bombay Budget Manual.
3. Grant-in-aid Rules of Gujarat Agricultural University vide G.R. Agril Forests and Co-op-Dept. G.R. No. GAU/1372/11/E dated 14-9-76.
4. Bombay Contingent Expenditure Rules except the following :-
Section : X, XII, XXI, XXV, XXVIII, XXIX, XXXI, XXXII, XXXIIV. XXXV,
5. The Negotiable Instrument Act.
6. Introduction to Indian Government Accounts and Audit.
7. Bombay Treasury Rules, 1960 (Part V Chapter I to IX only).

Paper : II
(Without books)

ACCOUNT MATTER
Time : 3 hours. Marks : 100

1. Account code Volume I
2. Hand Book of Accounts of the Department of Agriculture.
3. Bank Reconciliations. (Book-Dwitiy Nama Padhati)
4. Trial Balance Sheet (Book-By-Batliboy)

Paper : III
(With books)

SERVICE MATTER (PRACTICAL)
Time : 3 hours. Marks : 100.

1. All Statutes of the Gujarat Agricultural University with all schedules and appendices.
2. Statute-28 Delegation of Powers (Revised).
3. Gujarat Agricultural University Act, 1969.

Paper : IV
(Without books)

SERVICE MATTER (Theory)
Time : 3 hours. Marks : 100

1. All Statutes of the Gujarat Agricultural University, with all schedules and appendices.
2. Statute 28 Delegation of Powers (Revised).
3. Gujarat Agricultural University Act, 1969.
4. Manual of Departmental Inquiries.

A P P E N D I X - C

FORM OF APPLICATION

(See Rule 13)

Application for appearing at the Gujarat Agricultural University Departmental Examination in Accounts to be held on _____ 19

1. Name of the applicant in full :
(Surname first in capital letters)
2. Designation :
3. Name of the Office in which at :
present serving
4. Birth date & age at the time of :
this examination.
5. Date of appointment & total :
years of service.
6. Whether he has appeared at the :
examination previously, if so
 - (a) Month and year of exami- :
nation at which he appeared
 - (b) Whether any exemption is
earned ? If so, details of marks,
year of examination and
subject should be mentioned.
 - (c) Whether he intends to avail :
of exemptions earned, state
"Yes" or "No" (the choice
will be treated as final and
no changes will be allowed)
7. Authority of the rule under which :
he has to appear for the
examination.

8. Number of chances & time limit :
withtin which he is required to pass the examination (dates of eligibility and expirty for appearing at the examination should be mentioned.
9. Number of trial exhausted. :
10. Whether additional (special :
chance has been granted (number and date of order under which the additional (special) chance has been granted to him should be specified and a copy thereof should be enclosed.)
11. Number and date of orders relaxing :
are, and/or serving limits from competent authority (copies of orders should be enclosed.)
12. Purpose of passing the examina- :
tion (confirmation, retention in the University service, promotion etc.)
13. Whether he is eligible to appear :
at the examination according to rules of the examination.
14. Whether the candidate desires :
to answer the questions in Gujarati or English (clearly mention)
15. Remarks if any.

Place :-

Date :-

Signature of the Applicant

CERTIFICATE OF ELIGIBILITY

Certified that the above particulars are verified and found correct.

Shri _____
eligible to appear at the examination to be held on _____

Signature of Registrar

SCHEDULE XXXII

GUJARAT AGRICULTURAL UNIVERSITY (USE OF AUDITORIUM) RULES 1978

1. The rules may be called the Gujarat Agricultural University (use of Auditorium) Rules, 1978,
2. in these rules
 - (a) "auditorium" means an auditorium belonging to the University,
 - (b) "university function" means a function arranged in furtherance of the objects of the University,
 - (c) "Authority-in-charge" means in the case of an auditorium attached to a college, the Principal of the college and in the case of any other auditorium the authority incharge of such auditorium.
3. An auditorium may be used for-
 - (a) Any university function, or
 - (b) any function which is arranged by any education organisation or an organisation registered for educational or social objects and for which entrance in the auditorium is free from any payment.
4. Where an auditorium is required for any university function, the authority-in-charge may permit the use of the auditorium for such function.
5. (1) Where an auditorium is required for any function arranged by an organisation mentioned in clause (b) of rule 3, the organisation shall, at least ten days before the date fixed for the function, make an application in writing to the authority-in-charge for permission to use the auditorium for such function.
 - (2) Alongwith the application, the applicant shall deposit with the authority-in-charge a sum of five hundred rupees. The deposit shall be paid back within one week, if no damage.
 - (3) The details about the programmes arranged in the function shall be stated in the application. If any drama is to be staged, full text of the drama and the requisite permission of the author to stage the drama shall be supplied.

6. (1) In the case of an organisation applying for permission to use an auditorium, the charge exclusive of electricity charges for the use of the auditorium shall be as under:-

(a) Meetings, debates and lectures Rs. 50/- (for specified hours-period not to exceed four hours).

(b) If there be any entertainment programmes Rs. 200/- per day.

Note :-The double charges will be levied from the purely private party and commercial organisation.

(2) One day means a period from - a.m. of a day to 9-00 a.m. to the next day.

(3) The charges shall be paid in advance.

7. (1) On receipt of the application under rule 5 and on payment of the deposit and the requisite charges, the authority-in-charge may grant permission to the applicant to use the auditorium.

(2) A permission granted to use an auditorium shall not be transferable and shall be subject to the other conditions, hereinafter specified.

8. The person holding the permission (hereinafter referred to as "the permit-holder") shall be solely responsible to obtain in time the necessary licences or permits required under the law and to meet the other requirements of the law.

9. The permit-holder while taking possession of the auditorium shall check up the chairs, fans, curtains, bulbs and other furniture and fixtures installed in the auditorium and shall make a report in writing to the authority-in-charge stating that the things are in order.

10. After the expiry of the period for which permission to use the auditorium was given, the possession of the auditorium shall be immediately handed over back to the authority-in-charge. While handing over the possession of auditorium the furniture and fixtures installed, therein shall be handed over in the same condition in which the possession thereof was taken, if there be any damage to or breakage of any article in the auditorium, the cost thereof shall be recovered from the amount deposited by the permit holder. In case the amount of deposit be inadequate for such recovery, the permit holder shall make payment of the balance amount without delay. The balance

amount of the deposit, if any, after deducting the amounts as aforesaid will be returned to the permit-holder.

11. If any extra material be needed for the function, it shall provided by the permit-holder at his own cost.
12. The date and timing once approved for the use of the auditorium may be changed in genuine circumstances. In the event of cancellation of the reservations once made, the deposit will be refunded if the auditorium is not used.
13. The permit-holder shall take proper care in keeping the auditorium clean. Smoking and spitting in any part of the auditorium is strictly prohibited.
14. The permit-holder shall not fix or allow to be fixed nails or nuts on doors, windows, frames or walls of the auditorium or do any damage or allow any damage be done to any part of the auditorium on account of such fixtures. If any such fixtures are noticed, he shall bear the expenses for the repairs.
15. If the permission granted to the permit holder is in any way transferred to any other person the permission shall be withdrawn and the entire amount of the deposit shall be forfeited to the University.
16. Under no circumstances the auditorium or any part of it shall be used for residential purposes before or after the function for which the permission is obtained.
17. No hawkers shall be allowed in the premises without the permission of the authority-in-charge.
18. If on account of any unavoidable circumstances or accidents or misconduct of persons occupying the auditorium, the programmes arranged in the function is required to be stopped, the University shall not be a liable to refund to the permit-holder the amount paid by him or to pay any compensation to him.
19. At any time before the possession of an auditorium is taken by the permit holder by virtue of a permission granted to him, it shall be open to the Vice-Chancellor to cancel the permission without giving any reasons. In such cases, the deposit and the charges paid shall be refunded to the permit-holder without any other compensation.
20. The members of the staff engaged for the management of the auditorium shall have the right to enter the auditorium and perform their duties without any restrictions.

SCHEDULE XXXIII

THE GUJARAT AGRICULTURAL UNIVERSITY (USE OF SPORTS PLACES) RULES, 1978.

1.1. These rules may be called the Gujarat Agricultural University (Use of sports places) Rules, 1978.

2.2. In these rules :-

(a) "authority-in-charge" in relation to any sports place means the authority in charge of such place.

(b) "Sports place" includes a swimming pool, boat house, badminton court (indoor), tennis court, table-tennis hall, hockey ground foot-ball ground, cricket ground, basket-ball court, volley-ball court and any other sports ground belonging to the University.

3.3. (1) Where any sports place is required by an educational institution or a recognised sports organisation for holding any sports competition the authority-in-charge may permit the use of such place for such competition.

(2) The institution or, as the case may be the organisation so requiring any sports place shall at least ten days before the date fixed for competition to make an application in writing to the authority-in-charge for permission to use the sports place for holding the competition stated in the application.

(3) Along with the application, the applicant shall deposit with the authority-in-charge.

(a) a sum of fifty rupees, if a badminton court (indoor) or a Table-tennis court is required and

(b) a sum of twenty-five rupees, in the case of any other kind of sport place :

Provided that where different kinds of sports places are required for different kinds of sports competitions, the amount of the relevant deposit shall be paid separately in respect of each such sports place.

(4) The charges for using a sports place shall be as under and shall be paid in advance :

<u>Kind of sport place.</u>	<u>Charges.</u>
1. Swimming pool	Rs. 30/- for three hours or part thereof
2. Badminton court (indoor)	Rs. 25/-for three hours or part thereof without light and Rs. 50/- with light for the same period.
3. Table tennis hall	Rs. 10/-for two tables for three hours or part thereof without light and Rs. 15/-with light for two tables for the same period, for each additional table Rs. 1/- without light and Rs. 2/- with light for the same period.
4. Boat house	Rs. 5/- fot three hours or part thereof
5. Tennis court	Rs. 25/- for three hours or part thereof
6. Cricket ground	Rs. 50/- per day without matting & Rs. 8/- per day with matting.
7. Hockey ground or football ground.	Rs. 30/- for three hours or part thereof
8. Basket-Ball court or Vally ball court.	Rs. 20/- for three hours or part thereof
9. Any other kind of sports ground.	Rs. 20/- per day or part thereof.

Note:-

1. One day means a period from 9.00 a.m. of day to 9.00 a.m. of the next day.
2. The above charges are applicable to the institute, Government non commercial institutions.
3. The purely private commercial organisation will have to pay double the charges.
4. (1) On receipt of the application under rule 3, and on the applicant paying the requisite diposit and the requisite charges, the authority-in-charge may grant permission to the applicant to use the sports place.
(2) A permission granted to use a sports place shall not be transferable and shall be subject to the other conditions hereinafter specified.
5. The person holding the permission (hereinafter referred to as "the permit-holder") shall be solely responsible to obtain in time the licences and permits, if any, required under the law and to meet the other requirements of law.

6. The permit holder while taking possession of the sports place shall check up the furniture, if any, kept and the fixtures, if any, installed therein and shall make a report in writing to the authority in charge stating that the things are in order.
7. After the expiry of the period for which permission to use a sports place was given, the possession of the sports place shall be immediately handed over back to the authority-in charge. While handing over the possession of the sports place. The furniture and fixture, if any, installed therein shall be handed over in the same condition in which the possession thereof was taken. If there be any damage, the cost thereof shall be recovered from the amount deposited by the permit holder. In case the amount of deposit be inadequate for such recovery, the permit holder shall make payment of the balance amount without delay, the balance amount of the deposit, if any, after deducting the amount as aforesaid will be returned to the permit holder.
8. The permit holder shall take proper care in keeping the sports place clean.
9. If the permission granted to the permit holder is in any way transferred to any other person, the permission shall be withdrawn and the entire amount of the deposit shall be forfeited to the University.
10. No hawkers shall be allowed in the premises without the permission of the authority-in charge.
11. The date and timing once approved for the use of a sports place may be changed in genuine circumstances. In the event of the cancellation of the reservation once made, the deposit will be refunded if the sports place is not used.
12. If on account of any unavoidable circumstances or accidents or misconduct of persons occupying the sports place, the competition arranged therein is required to be stopped. The University shall not be liable to the permit holder. The amount paid by him or to pay any compensation to him.
13. Any time before the possession of sports place is taken by the party it shall be open to the Director of Camups/Vice-Chancellor to cancel the permission without giving any reasons. In such a case, the amount of the deposit and the charges paid by the permit holder shall be refunded to him without any other compensation.
14. The members of the staff engaged for the management of the sports place shall have the right to enter the sports place and perform their duties without any restrictions.