CHAPTER-XXI CONTRIBUTORY PROVIDENT FUND RULES FOR TEACHING AND NON-TEACHING EMPLOYEES WORKING IN NON GOVT. AFFILIATED COLLEGES

1. Part-A Contributory Provident Fund

In these rules:

- (i) 'Pay' means monthly pay and does not include personal pay or other allowances for the purpose of these rules.
- (ii) 'Subscriber' means an employee on whose behalf a deposit is made under these rules.
- (iii) 'Interest' means the interest which is paid by nationalised banks or Co-operative banks or in government securities.
- (iv) 'Committee' means the Governing Body of the college concerned.
- (v) 'Family' means:
 - (a) In the case of male subscriber, the wife or wives and children of the subscriber and widow or widows and children of a deceased son of the subscriber.
 - (b) In the case of a female subscriber, the husband and children of the subscriber and the widow or widows and children of a deceased son of the subscriber.
- 2. These rules shall apply to all employees holding non-pensionable posts in non-Government colleges, admitted to the privileges of the University.
- 3. The control of the fund shall vest in the Dean, College Development Council, Punjabi University, Patiala.

Every subscriber must on joining the fund sign a certificate in token of acceptance of the rules in form 'C' appended to these rules.

- 4. Every employee shall, subject to these rules be required to subscribe to the provident fund at the rate of 10% of his pay from the date of his confirmation.
- 5. The Governing Body shall make a contribution to the deposit account of each subscriber equal to the amount of deduction made from his/her pay under the preceding rules. Such contribution shall be credited to the fund month by month in favour of such employee together with the amount deducted from his/her pay.
- 6. The sums credited to the account of subscribers monthly (i) under rules 4 & 5 in the Provident Fund ledger maintained by the college shall be deposited into the Post-Office Savings bank account or into a savings account of Cooperative bank approved by the Registrar of Co-operative Societies or Nationalised Banks. Such payment should, whenever possible, be made into the bank between the Ist and the 10th of each month in order that interest for that month may accrue. The bank account for each individual subscriber shall be kept separately in the name of the subscriber concerned jointly with the Principal and in the case of Principal jointly with the Secretary, Governing Body of the college and separate pass-books should be issued in each case.
 - (ii) No amount can be withdrawn from such account except as provided in rules 8,10 and 16 below.
 - (iii) Accounts of investments made under this rule must be maintained in form 'A' annexed hereto.
 - Note: Notwithstanding rules (ii) above deposits: upto maximum of 75% may, with consent of the subscriber be withdrawn and invested in Government Securities or in any scheme of U.T.I, or of the post-office or in fixed deposit of any 'A' class scheduled bank or co-operative bank approved by the Registrar of co-operative societies.

7. Every subscriber shall be required to nominate* in form 'B' (appended) the person or persons he desires to be beneficiary upon his death to the balance to his credit in the fund; provided that where such a subscriber has wife or children, such wife or children shall be nominated as beneficiaries in preference to any other person or persons.

The Governing Body will not be bound by or recognise any assignment or encumbrance created or attempted to be created which effects the disposal of accumulations of subscriber who dies before retirement.

- 8. The deposits and contributions, with interest thereon, at the credit of any subscriber or such part of them as he may be entitled to, may with the sanction of the Dean, College Development Council, be withdrawn by the Governing Body from the Post-Office Savings bank or approved Co-operative bank or Government Securities in the following cases:-
 - (i) On the demise of the subscriber, the amount to his credit in his provident fund account including the interest thereon shall be paid to his nominee within two months or his legal heir or heirs if there is no nomination, within two months of the production of requisite legal documents.
 - (ii) In case of retirement of a subscriber or his having been declared medically unfit for further service, the amount to his credit in his provident fund account including the interest thereon, shall be paid to him by the Governing Body/Principal within two months.
 - (iii) An employee granted leave preparatory to retirement may be permitted to withdraw the sum to which he is entitled at any time during leave.

^{*} The subscriber shall have the right to revoke the nomination and make a fresh nomination at any later stage.

- (iv) On his resignation, (subject to the provisions of rule 10) he shall receive:
 - (a) After less than three years service, his own deposit with interest thereon together with 5% of the Governing Body's contribution in the fund standing to the credit of his account.
 - (b) After three years 'completed service', his own deposits with interest thereon together with 20% of the Governing Body's contribution, in the fund standing to the credit of his account.
 - (c) After four years' completed service, his own deposits with interest thereon together with 40% of the Governing Body's contribution, in the fund standing to the credit of his account.
 - (d) After five years' completed service, his own deposits with interest thereon together with 50% of the Governing Body's contribution and thereafter annual increment of 10% of the Governing Body's contribution for each additional years of completed service up to100% of or the full balance in the fund to the credit of his account.
- (v) If an employee services are dispensed with for no fault of his own e.g. owing to retrenchment, he shall be paid the full balance to his credit without any deduction.
- (vi) To make advances as provided in rule 16.
 Note: The term 'Service' or completed service accuring in this rule means the length of such service from the date of joining Provident Fund.
- 9. In case an employee resigns to take up an appointment in another college, institution or is transferred to another college which has a C.P.F. scheme, the balance at the credit of his provident fund account, notwithstanding anything contained in rule 8 above, shall, instead of being paid to him, be transferred to the credit of a similar account in his name in the new college/institution.

- 10. If a teacher is dismissed or leaves a college in contravention of a written agreement the Governing Body with the consent of the Dean College Development Council or such officer appointed by him in this behalf pay to him only his own deposits, together with 5 per cent of the balance at his credit in the fund and may withhold from the whole or part of any further sum to which he would ordinarily be entitled under rule 8. The depositor's own deposits cannot be forfeited.
- 11. A separate account shall be opened with the bank concerned in the name of the Governing Body for depositing any sum of money withheld from a teacher under the preceding rules. The account shall be called the 'Employees Welfare Fund Account'. Money at the credit of this account may with the approval of the Dean College Development Council, be utilised for compassionate allowances and gratuities to destitute employees of the college and their widows and dependents.
- 12. A separate account, in Form A (Appended), shall be kept in the College office for every subscriber and a copy of this account shall be furnished to every subscriber within three months after the close of the financial year to which the account relates.
- 13. Amounts credited or debited to the Provident Fund shall, on the same day, be posted into the Provident Fund Ledger, in Form A (appended) in full detail. The figures in the Provident Fund Ledger should be reconciled with the Pass-book at the end of every financial year.
- 14. No voluntary deposits from teachers will be credited to the Provident Fund.
- 15. Subscribers are not entitled to subscribe to the Provident Fund while on leave without pay.

- 16. RULES RELATING TO ADVANCE FROM THE PROVIDENT FUND OF EMPLOYEES (Teaching & Nonteaching) WORKING IN NON-GOVT. AFFILIATED COLLEGES
- 16.1. When the pecuniary circumstances of a depositor are such that drawing of an advance from the Provident Fund is necessary, the Governing Body with the approval of Dean, College Development Council, may, if satisfied, sanction the advance for any one of the following approved purposes:-

	adva	nces	l purposes for which from CPF are	Limit in terms of monthly	No. of monthly instalments					
	adm	issibl	e.	salary/amount upto which admissible.	in which recoverable.					
	(a)	(i)	Purchase of house; or	(a) (i) to (iii)	(a) (i) to (iii)					
	()	(ii)	· ·	24 months	96 monthly					
		` /	or	salary	instalments					
		(iii)	Land for a house.	J						
	(b)	(i)	Marriage of Deposi-	(b) (i) 10 month's	(b) (i) 40					
			tor's son.	salary	monthly					
				•	instalments					
		(ii)	Marriage of Depositor's	(ii) 18 months	(ii) 72 monthly					
			daughter or dependent sister.	salary	instalments					
		(iii)	Betrothal of Depositor's	(iii) 3 months	(iii) 12 monthly					
			daughter or dependent sister or depositor's own	salary	instalments					
betrothal (in case of women depos										
			(in case of women depos	sitor)						
	(c)	(i)	Purchase of Motor	(c) (i) 12 months	(c) (i) 48					
			Car	salary or the cost	monthly					
				of vehicle	instalments					
				whichever is less						
		(ii)	Purchase of Motor	(ii) 6 months salary	(ii) 24					
			Cycle or a scooter	or the cost of	monthly					
				vehicle whichever	instalments					
				is less						
	(d)	(i)	To meet the cost	(d) (i) to (ii)	(d) (i) to (ii)					
			of education of the	9 month's	36 monthly					
			depositor himself or	salary	instalments					
			of any person actually							
			dependent on him in							
			the following type of courses:-							

- (1) For education outside
 India whether for an academic,
 technical, professional or vocational courses;
- (2) For medical, engineering and other technical or specialised courses in India beyond the High School stage; provided that the course of study is not less than one year.
- (ii) To meet the cost of overseas passage of the subscriber if the travel subsidy is not allowed by the sponsor.
- (e) (i) To meet expenses on the illness of the depositor of month's monthly or dependent members of salary instalments his family.
 - (ii) To meet any other expenses As above As above. considered reasonable by the Governing Body with the approval of the Dean, College Development Council.

Provided that the amount of advance shall not exceed half the amount standing at the credit of the depositor on the last day of the preceding month.

Provided further that for purchase of a house or for construction of house upto 75% of the amount standing at his credit may be advanced.

- Note: 1. 'Salary' for the purpose of advance (refundable as well as non-refundable) from Provident Fund shall mean pay plus allowances excluding City Compensatory and House Rent Allowance.
 - 2. The term 'Family' used in this rule shall have following meaning:
 - 'Family' means a depositor's wife or husband as the case may be, residing with him/her and dependent upon the depositor and legitimate children and step children residing with and wholly dependent upon the despositor. It includes in addition parents, sisters, and minor brothers if residing with and wholly dependent upon the depositor.

- (a) The term 'Legitimate Children' in this rule does not include adopted children except those adopted under the Hindu Law.
- (b) The term 'Child/Children' used in this rule includes major sons and unmarried daughters so long as they are residing with and wholly dependent on the parents (the depositor) and subject to the condition being fulfilled, it includes widowed daughter also.
- (c) Not more than one wife is included in the term 'family' for the purpose of these rules.
- (d) An adopted child shall be considered to be a legitimate child, if under the personal law of the depositor, adoption is legally recognised as conferring on it the status of a natural child.
- 3. No employee shall be entitled to an advance out of Provident Fund unless he had contributed to the fund for a period not less than 3 years.
- 16.2 (a) The grant of advance out of Contributory Provident Fund will be further subject to the following conditions for all depositors. (Attested copies of the documents mentioned may be furnished for purposes of securing the loan):-
 - (i) For the purchase of a house or land for a house, the letter of allotment from the authority such as Government Improvement Trust, Housing Board/ Housing Society etc., will be submitted alongwith the application.

In the case of deal through private source (s), all the papers relating to the purchase will be submitted within 3 months of the settlement of the deal failing which the entire amount alongwith interest thereon shall become refundable, immediately in lumpsum.

- (ii) For the construction of a house, documentary proof in support of his title to the land being exclusively in the name of the depositor and/or his spouse shall be supplied. Title of land should be clear and free from encumbrances. An attested copy of allotment order of the plot or registration deed of land or copy of mutation/jamabandi etc., should be attached.
- (iii) If the land/plot is in urban area, an attested copy of the plan sanctioned by the Estate Officer/Municipal Committee/Notified Area Committee/Improvement Trust/Municipal Corporation shall be furnished.

In the case of land in rural area such verification from the local gram panchayat shall be made available.

- (iv) In case the validity period of the plan was already expired, it should be got re-validated clearly indicating the period upto which it is valid;
- (v) It should be certified that the applicant has no other plot/house exclusively in his name or in the name of any member of his family.
- (vi) The advance for construction of a house will be allowed in 4 instalments on the verification by the prescribed authority regarding the progress of construction in the following manner:-
 - (a) First instalment equal to 20 per cent of the advance admissible for starting construction.
 - (b) Second instalment equal to 20 per cent of the advance admissible after the house has been brought to the plinth level.
 - (c) Third instalment equal to 30 per cent of the advance admissible when the house has been completed upto the roof level.
 - (d) Fourth instalment equal to 30 per cent of the advance viz. balance after the roofs have been completed.

- (b) While submitting application for advance for the purpose enumerated in Rule 16.1 (b), the date of marriage will be indicated and if the marriage/betrothal is not solemnised within 6 months of drawal of advance, the entire amount will become refundable in lumpsum alongwith interest due thereon.
- (c) For the purchase of motor car/scooter/motor cycle, the documents relating to purchase, registration/insurance will be submitted within 2 months of the grant of advance for verification, failing which the entire amount shall become refundable in lumpsum along with interest due thereon.
- (d) For the advance in respect of Rule 16.1 under clause (d) (i) and (ii) the letter of admission/grant of fellowship will be submitted with the application. For advance in respect of (d) (i) (2) the amount will be released annually according to the duration of the course or the special requirement thereof.
- (e) For advance in respect of purposes in Rule 16.1 under clause (e), the requisite proof in support of the need to the satisfaction of the Dean, College Development Council, as the case may be, shall be submitted.

16.3 Wrongful use of advance:

Notwithstanding anything contained in the Provident Fund rules, if the sanctioning authority is satisfied that money drawn as advance from the fund under these rules has been utilised for a purpose other than that for which sanction was given to the withdrawal of the money, the amount in question shall forthwith be repaid by the subscriber to the fund, or in default be ordered to be recovered by deduction in instalments to be determined by the Governing Body from the emoluments of the subscriber even if he be on leave.

16.4 During the period that the depositor is on full salary, the capital of such advance must be repaid by compulsory deduction from his salary from the month following the one in which advance was drawn by equal instalments, during the period prescribed in Rule 16.1 above. A subscriber may at his option, make repayment in a smaller number of instalments than that prescribed. Each instalment shall be a number of whole rupees the amount of the advance being raised or reduced, if necessary; to arrive at the fixation of such instalments. After the completion of repayment of the capital, the depositor shall pay in the next month(s) the amount of interest at the rate then in force that would have been credited to him if he had not drawn the advance.

- 16.5 When an advance is sanctioned under Rule 16.1 before payment of last instalment of any previous advance is completed, the balance of any previous advance not recovered shall be added to the advance so sanctioned and the instalments for recovery shall be fixed with reference to the consolidated amount.
- 17. Notwithstanding anything contained in 16.1 above, employees who have put in 12 years' service, or is due to retire within ten years from the date of advance, may be permitted an advance from their Provident Fund on non-refundable basis on the condition that the advance shall not exceed the employee's own contribution for the following purposes:
 - (a) (i) Purchase of built up house; 24 months' salary
 - (ii) Construction of house; and
 - (iii) Land for house
 - (b) (i) Son's marriage 5 months' salary
 - ii) Daughter's marriage 12 months' salary

An employee of a non-government affiliated college may, however, refund the whole or a part of the advance taken by him/her.

NOTE: The conditions for grant of advance on nonrefundable basis out of Provident Fund Account will be the same as for advance for refundable basis.

18. On a depositor leaving a college, his account shall be closed and unless the amount to which he is entitled under these rules is withdrawn; within one year, it shall be written off as a dead account and repaid only under the order of the Dean, College Development Council or an Officer appointed by him in this behalf.

19. When an account becomes 'dead' the balance at the credit thereof must be credited to the employees Provident Fund Account of the College as miscellaneous receipt.

PART B

GENERAL PROVIDENT FUND

- 1. Any confirmed employee may at his option, become a member of the General Provident Fund.
- 2. The subscription to the fund as well as to the contributory Provident Fund shall be such as leaves him with a carry-home salary of atleast 40% of his emoluments excluding house rent, rural allowance and medical allowances. Such subscription shall be deducted monthly from the salary of each depositor by the Drawing & Disbursing Officer or other officer whose duty is to pay such salary, and the amount deducted shall be credited into the General Provident Fund to the credit of the depositor. No subscription shall be made to the General Provident Fund by an employee who is on leave without pay.
- 3. An employee may become a member of the fund at any time during the year but he shall have the option to decrease or increase the amount of subscription twice during the course of the year (in the months of March & September) subject to the maximum limit as prescribed in rule 2 above.
- 4. The bank account for each individual subscriber shall be kept separately in the name of the subscriber concerned jointly with the Principal/Secretary of the college on behalf of the subscriber and separate pass-books should be issued in each case.
- 5. For withdrawal of advances from the Fund, the same rules as for Punjabi University employees shall be applicable.
- An employee shall be entitled to refund of the whole amount standing to his credit on retirement or on quitting the college service.

- 7. A subscriber may make a declaration in Form 'A' signed by him and attested by two witnesses in his Provident Fund pass book stating the name or names of the persons to whom he desires that in the event of his death, the whole or any part of his deposit shall be paid. Such nomination may, at any time, be revoked by the subscriber or replaced by a fresh nomination. Register of such nominees shall be kept in the college office. If the employee has made such a declaration, the payment shall be made in accordance therewith and no succession certificate shall be required. On such payment being made, the college shall be absolved of all liability in connection therewith. If however, no such declaration has been made, the payment shall be made to the legal heir or heirs of the depositor on production of legal documents.
- 8. Every subscriber shall be bound by these rules and shall sign an agreement in Form-B.

C.P.F. FORM- 'A' PROVIDENT FUND LEDGER IN RESPECT OF EMPLOYEES WORKING IN NON-GOVT. AFFILIATED COLLEGES

Balance					
Samilee	e Date of re- signa- tion/ termi- nation etc. of the emplo- yee if any.	to the empl-	Balance of empl- oyer's share in respect of emp- loyees termi- nated/ resign- ed.		Remark er's
)	10	11	12	13	14
Rs. P					

C.P.F. FORM 'B' NOMINATION FORM FOR SUBSCRIBERS TO CONTRIBUTORY PROVIDENT FUND IN NONGOVERNMENT COLLEGES ADMITTED TO THE PRIVILEGES OF THE UNIVERSITY

Account No.....

Name of the subscriber:

(For	*		subso	criber)	
I hereby declare that in the event of my death, the amount at my					
credit in	my Prov	vident Fu	nd of		
College					shall be
					anner shown
against the	eir names.				
The	amount due	e to nomine	ee who is a	minor at the	e time of my
death show	ıld be paid t	to the perso	n whose na	me is given	in column 5.
Name and address of the nominee or nominees	Relation- ship with the subs- criber	Whether major or minor, if minor state his age	Share of each nominee	Name and Father's name and address of the person to whom payment is to be made on behalf of the minor	Remarks
1	2	3	4	5	6
Two Witnesses to signature of subscriber Witness No.1 Witness No.2 Signature Signature Signature of Subscriber Occupation Occupation Occupation of Subscriber Address Address Address of Subscriber. Station: Dated:					

^{*}Here state unmarried, married or widower.

C.P.F. FORM 'C'

(To be filled in and signed by every subscriber on admission to the fund)

I hereby agree to abide by the Contributory Provident Fund Rules, laid down in Appendix II to the 'Ordinances to Govern Service and conduct of Teachers in Non-Government Affiliated Colleges'.

Dated	
Name	
Signature of subscriber	
Name of the College	
Town or District	
Witness	
Signature	
Address	

G.P.F. FORM 'A' NOMINATION FORM FOR SUBSCRIBERS TO GENERAL PROVIDENT FUND IN NON-GOVERNMENT COLLEGES ADMITTED TO THE PRIVILEGES OF THE UNIVERSITY

Account No.....

Name of the subscriber :.....

(For	*		subs	scriber)	
I hereby declare that in the event of my death, the amount at my					
credit in	my Prov	vident Fu	nd of		
College					shall be
distributed	l among the	persons me	entioned be	low in the m	anner shown
against the	eir names.				
The	amount du	e to nomine	ee who is a	minor at the	e time of my
death shou	ıld be paid t	to the perso	n whose na	ame is given	in column 5.
Name and address of the nominee or nominees	Relation- ship with the subs- criber	Whether major or minor, if minor state his age	Share of each nominee	Name and Father's name and address of the person to whom payment is to be made on behalf of the minor	Remarks
1	2	3	4	5	6
Two Witnesses to signature of subscriber Witness No.1 Witness No.2 Signature Signature Signature of Subscriber Occupation Occupation Occupation of Subscriber Address Address Station: Dated:					

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*Here state unmarried, married or widower.

G.P.F. FORM 'B'

(To be filled in and signed by every subscriber on admission to the fund)

I hereby agree to abide by the General Provident Fund Rules, laid down in Appendix II to the 'Ordinances to Govern Service and conduct of Teachers in Non-Government Affiliated Colleges'.

Dated	
Name	
Signature of subscriber	
Name of the College	
Town or District	
Witness	
Signature	
Address	

CHAPTER XXII SENIORITY RULES FOR COLLEGE TEACHERS IN NON-GOVERNMENT COLLEGES AFFILIATED TO PUNJABI UNIVERSITY, PATIALA

- 1. The Seniority of a Lecturer will be determined from the date of his/her joining regular whole time service in the college, Provided that:
 - (i) the order of merit determined by the duly constituted selection committee, is not disturbed in fixing the seniority.
 - (ii) the seniority of the lecturers in a number of subjects selected at one time is fixed according to the ranks given to them by the selection committee.

Explanation:

- (a) a duly constituted selection committee means a committee formed in pursuance of the instructions contained in terms and conditions for the 95% deficit Grant-in-aid scheme.
- (b) the lecturers recruited under one employment notice duly approved by the University though interviewed on different dates, may be taken as selected at one time.
- (c) the candidates who have been ranked at No. 1 by the Selection Committees in various subjects shall be grouped together and the older member shall be senior to others. Similarly, candidates ranking at No. 2,3, etc. shall be taken from the different subjects and grouped together and the elder member shall be senior to a younger member. In case two or more candidates have the same date of birth in the same group, the candidate who joins first shall be senior to others.

- 2. In case of any break in service, previous service shall not be counted towards seniority.
- 3. There will be joint Seniority list for all lecturers in a college.
- 4. In the case of the institutions controlled by the same Management, the joint Seniority list as maintained by the Management will be accepted; Provided it is in accordance with the University rules.

Notes:

In case there arises any dispute with regard to the seniority of the lecturers selected before the introduction of the procedure for selecting lecturers through duly constituted committees, it may be resolved as under:-

- (i) the lecturer recruited in higher grades be taken as senior to the lecturer working in lower grade;
- (ii) the grant of advance increments on the basis of his/her merit or pay protection on the basis of service in a previous college should not mean placement in higher grade;
- (iii) the regular wholetime continuous service be the basis of seniority;
- (iv) if the date of joining of two or more lecturers is the same, the person older in age be considered as senior. In case the age of the lecturers is also the same then over all academic merit will prevail.

CHAPTER-XXIII CONSTITUTION OF THE PUNJABI UNIVERSITY CATEGORY 'A' OFFICERS ASSOCIATION (NON-TEACHING), PATIALA

1. **NAME**

This Association shall be known as the Punjabi University Category 'A' Officers Association (Non-Teaching) hereinafter referred to as the Association.

2. **OFFICE**

The Office of the Association shall be located at Punjabi University Campus, Patiala.

3. AIMS AND OBJECTIVES

The Aims and objectives of the Association shall be:

- To secure for officer's community their rightful statusprofessional, Social and Economic.
- (ii) To strive for:-
 - (a) Improvement of professional standards;
 - (b) expansion of administrative positions;
 - (c) making administration as servant of the people and more relevant to the needs of the society.
- (iii) to establish contacts with other organizations with similar aims and objects.
- (iv) to undertake and organise such activities as may be deemed necessary and proper for the attainment of the aforesaid aims and objectives.
- (v) to promote cordial inter-personal relationship amongst the officers in particular and all other employees of the university in general.

4. **MEMBERSHIP**

- (a) The membership of the Association shall be open to:-
 - (i) All 'A' Class Officers of the university.
 - (ii) Heads of the Non-teaching Departments.
- (b) Every member shall pay Rs 50/- as annual subscription. The Secretary of the Association shall maintain an uptodate list of members of the Association, clearly showing against each name whether the member concerned has, or has not paid his annual subscription and the date on which such subscription was paid alongwith the receipt No.
- (c) A member of this Association shall not become a member of any other Association/Union recognised by the University.

OUALIFICATIONS FOR MEMBERSHIP

- (i) That he is a whole-time employee of the University;
- (ii) That he has paid the prescribed membership fee and subscription;
- (iii) That he is not charged with any offence involving moral turpitude or any other criminal offence.
- (iv) That he is not a suspended employee. In case of his suspension from service after his enrolment as member of the Association/Union his membership from the Association/Union shall, *ipso facto*, be deemed to have been suspended.

5. **GENERAL BODY**

All the members of the Association will constitute the General Body of the Association. The General Body shall be the controlling and policy making body of the Association.

6. **EXECUTIVE COMMITTEE**

(i) (a) The Executive Committee shall consist of a President, a Vice-President, a Secretary, a Joint Secretary, a Treasurer and 6 other members;

- (b) The General Body at its annual meeting to be held in the month of January every year shall elect through secret ballot, office bearers and other members of the Executive as per procedure laid down in Regulation 18 *infra*.
- (ii) Not more than one member from one Department or Branch shall be elected for the Executive.
- (iii) A member of the Executive Committee may tender his resignation at any time, provided that no resignation shall become effective before the conclusion of the meeting in which the resignation is accepted by the General Body.
- (iv) In case of resignation of the President and/or the Secretary, the resignation shall be placed before the General Body which may or may not accept it. In the case of acceptance of the resignation, the bye-election to fill the vacancy will be notified, with approval of the Executive Committee within 15 days of the acceptance of the resignation. The bye-election shall also be through secret ballot under the same procedure as is adopted for the annual election. The person so elected shall hold office for the remaining term.
- (v) In case of a vacancy in any of the officers other than the President and the Secretary or in the membership of the executive, the Executive Committee shall have the power to fill in the vacancy for the remaining part of the term.
- (vi) In case of any member of the Executive Committee other than the President and the Secretary remains absent in four of its consecutive meetings, he may be removed from its membership, if the Executive Committee is not satisfied with the reasons for the absence.

7. DUTIES AND FUNCTIONS OF THE OFFICE-BEARERS

- (i) The President shall be *primus inter pares* member of the Executive. He shall preside over all the meetings of the General Body and the Executive Committee.
- (ii) Vice-President shall in the absence of the President, perform all the functions of the President.

- (iii) The Secretary shall with the approval of the President convene the meetings of the Executive Committee and the General Body. The Secretary shall keep a summary record of the meetings.
- (iv) The Joint Secretary shall assist the Secretary in the performance of his duties, and in case of absence of the Secretary, shall act in his place.
- (v) The Treasurer shall be responsible for the collection and disbursement of funds and for maintaining the accounts. He shall present duly audited accounts to the Executive and with its approval to the General Body at its annual meeting.

8. TERM

The members and office-bearers of the Executive Committee shall hold office for a period of one year. They shall be eligible for re-election to a second term. No office-bearer or a member; however, shall be eligible for re-election to the same office for the third successive term. In case a mid-term election is held, the residual period equivalent to half or more than half of the term shall be counted a full term.

9. **MEETINGS**

- (i) The General Body shall meet at least twice in one year. The first meeting, which shall be the annual meeting, shall be held in June each year.
- (ii) The quorum of the General Body shall be 1/4 of total membership of the Association. If a meeting had to be postponed for want of quorum, a second notice will be issued with the provision that whatever the number of members present at the subsequent meeting, the meeting shall be in order.
- (iii) The Secretary shall issue a notice for the meeting of the General Body to each member of the Association with the agenda not less than seven days before the date of meeting.

- (iv) The President may, in consultation with the Executive Committee, convene an emergent meeting of the General Body whenever necessary at two days' notice.
- (v) The President shall also convene a meeting of the General Body on a requisition in writing signed by not less than one fifth of the total membership or any 15 members whichever is less.
- (vi) The decision shall be taken by a majority of the members present and voting.
- (vii) The Executive Committee shall meet atleast once in a month. The Secretary shall send a notice of meetings of the Executive Committee with a copy of the agenda atleast four days before the meeting. Quorum for the meeting of this committee shall be five.
- (viii) (a) An emergent meeting of the Executive Committee may be called under orders of the President at 24 hours notice.
 - (b) A meeting shall be convened by the Secretary, whenever a request to this effect is received from a minimum of five members of the Executive Committee in writing.
- (ix) It shall be obligatory for the Association to issue a notice of every meeting immediately to the Registrar and shall also supply a copy of the agenda. The proceedings of every meeting of the Executive and General Body shall also be supplied to the Registrar within 4 days of such meeting.

10. ELIGIBILITY TO VOTE

A member shall be eligible to cast his vote in any general meeting if he had paid his membership fee for the financial year by the 5th of May each year.

11. ELECTIONS

Each member eligible to vote shall have, in any election of the members of the Executive Committee, as many votes as the total number of elected members to be returned; provided that no member shall be entitled to cast more than one vote for any one candidate for Elected Membership.

12. ELECTION PROCEDURE

- Latest by 15th December, the Secretary with the approval of the Executive Committee shall notify.
 - (a) Last date for finalisation of voters list. 1 5 days before the date of election.
 - (b) Last date for receipt of nomination papers. 12 days before the date of election.
 - (c) Date of scrutiny of nomination papers. 10 days before the date of election.
 - (d) Last date for withdrawal of candidature. 8 days before the date of election.
 - (e) Publication of the final list of candidates. 6 days before the date of election.
 - (f) Date of election. Not later than 15 January each year.
- (ii) Nomination papers shall be duly proposed and seconded by the members eligible to vote and shall contain in the consent of the person concerned.
- (iii) Returning Officer to conduct the elections shall be appointed by the outgoing Executive Committee. In case of bye-election to the mid term vacancy the Returning Officer shall be appointed by the working Executive Committee.
- (iv) The General House will appoint a commission consisting of three members to dispose of any petition or dispute relating to the election.

13. AD HOC COMMITTEE/S

(i) The Executive Committee may appoint committee/s on *ad hoc* basis to advise on special issues on problems that may arise from time to time.

14. VESTING AND MANAGEMENT OF FUNDS AND PROPERTIES

(i) The funds, properties and other assets of the Association shall vest in the Association, i.e. the General Body.

- (ii) All cash receipts, whether collected as annual subscription or accruing to the Association in any other manner, shall be deposited in any of the scheduled banks as may be decided by the Executive Committee. The account shall be in the name of the Association and shall be operated jointly by the Treasurer and the President.
- (iii) The account of the Association shall be audited by a recognised auditor to be appointed by the General Body.
- (iv) The funds of the Association shall be spent entirely and solely for the purposes defined in the aims and objects of the Association and in the manner prescribed or approved by the Executive Committee.

15. FINANCIAL YEAR

The financial year shall be from June 1 to May 31 of the following year.

16. **BYE-LAWS**

- (i) The General Body may from time to time frame such byelaws as may be necessary for proper functioning of the Association and to carry out the aims and objects of the Association, and are consistent with the provisions of the constitution.
- (ii) The bye-laws may be amended at any time by the General Body by a simple majority of the members present and voting, provided that a clear seven days notice of the proposed amendment has been given to members.

17. AMENDMENTS

The general body may propose an amendment to the constitution provided that

- The proposed amendment shall be placed on the agenda of the meeting duly convened with a notice of atleast 10 days
- (ii) the amendment has been passed in a meeting when atleast 3/4 of the total members are present and atleast 2/3 of the members present vote for the amendment.

Every amendment will require the approval of the Syndicate. Notwithstanding anything contained in this constitution the syndicate may from time to time review and make changes, if necessary in the constitution of the Association.

18. **NO-CONFIDENCE MOTION**

A no-confidence motion against any office-bearer/member of the Executive Committee may be proposed by 1/5 of the total membership of the Association or 15 members whichever is less. A special meeting of the General Body shall be convened for the purpose within seven days of the receipt of such a proposal. The quorum for such a meeting shall be 51% of total membership. To be carried, a motion of no-confidence shall require atleast a two-third majority of the members present.

19. **DIRECT ACTION**

No member of the Association/Union shall resort to any form of direct action nor such call shall be given by the Association/Union unless a decision to this effect is taken through secret ballot by not less than 3/4th of the members on the rolls of the Association/Union Duly sealed ballot papers of such a poll would be deposited in the Registrar's Office within 12 hours of the declaration of result, where that will be kept for three months.

20. DISQUALIFICATION OF OFFICE BEARERS

In addition to provision already made, a member shall stand disqualified for election to any office of the Association/Union if he had indulged in any corrupt practice in connection with the election.

The following shall constitute corrupt practices:-

Briefly that is to say any gift, offer or promise by a candidate or by any other person on his behalf of any gratification to any person whomsoever, with the object, directly or indirectly of inducing:-

- (a) a person to stand or not to stand as, or to withdraw from being a candidate; or
- (b) an electorate vote or refrain from voting at such elections or as a reward to:-

- a person for having so stood or not stood, or for having withdrawn his candidature;
- (ii) an old elector for having voted or refrained from voting.

EXPLANATION: For the purposes of this paragraph the term:-

- "Gratification" is not restricted pecuniary gratification estimable in money, and if included all forms of entertainment and all forms of employment for reward but it does not include, the payment of any expenses bonafide incurred for the purpose of such election.
- 2. Undue influence, that is to say, any direct or indirect interference or attempt to interfere on the part of a candidate or any other person with his knowledge/connivance or authority with the free exercise of any electoral right.
- 3. The systematic appeal by a candidate or by any other person on his behalf to vote or refrain from voting on grounds of caste, race community or religion or the use of, or appeal to religious symbols or the use of, or appeal to, national symbols, such as, the national flag or the national emblem, for the furtherence of the prospects of that candidate's election.
- 4. The publication by a candidate or by (any other person with his knowledge/connivance or authority) of any statement of fact which is false, and which he either believes to be false or does not believe to be true, in relation to the personal character, or conduct of any candidate, or in relation to the candidature or withdrawal or retirement from contest of any candidate, being a statement reasonable calculated to prejudice the prospects of that candidate's election.

21. MISC.

- No meeting of the Association will be held during office hours.
- Ordinarily a loud speaker will not be used outside the meeting hall. In case an urgency arises prior permission of Registrar/Vice-Chancellor will be obtained.
- 3. The Syndicate will have the right to review the approved constitution of the Association from time to time.