

Dr. B.R. AMBEDKAR OPEN UNIVERSITY

**Dr. B.R. AMBEDKAR OPEN UNIVERSITY
ACT OF 1982**

As amended by Andhra Pradesh University Acts
(Second Amendment) Act, 1995
(Act. No. 13 of 1995)



2007

UNIVERSITY OF MADRAS

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**Dr. B.R. AMBEDKAR OPEN UNIVERSITY ACT, 1982
AS AMENDED BY ANDHRA PRADESH UNIVERSITY ACTS
(SECOND AMENDMENT ACT, 1985)**

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STATUTE NO.23
Dr. B. AMBEDKAR OPEN UNIVERSITY
GENERAL (NON-CONTRIBUTORY) PROVIDENT FUND RULES, 1985

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**THE ANDHRA PRADESH OPEN UNIVERSITY ACT, 1982
(ACT No.: 11 OF 1982)**

**AS *AMENDED BY ANDHRA PRADESH UNIVERSITY ACTS
AMENDMENT ACT, 1995**

(ACT No.: 13 OF 1995)

CHAPTER - I : PRELIMINARY

1. (1) This Act may be called the Dr. B.R. Ambedkar Open University Act, 1982.

Short title, extent and commencement

Substituted Vide Section 1 of A.P. University (Amendment Act 1991 (Act No. 27 of 1991)

- (2) It extends to the whole of the State of Andhra Pradesh.

- (3) It shall come into force on such date as the Government may, by notification in the Andhra Pradesh Gazette, appoint. (1st Nov., 1982 - vide G.O. No. 870 Edn. dt. 30-10-1982)

* The amendments made by Section 8 of the Andhra Pradesh University Acts (Second Amendment) Act, 1985 came into force on the 11th July, 1985.

2. In this Act, and in all statutes and regulations unless Definitions, the context otherwise requires :-

Definitions

- (a) "academic year" means a period of twelve months commencing on the first day of July of the year or such other period of twelve months beginning on such date as the Executive Council may specify in respect of all the study centres under the control of the University or any particular centre thereof;

*(a-1) "approved institution" means an institution (not being an institution maintained by the University) for imparting instruction in relation to any learning process;

*(a-2) "authority" means an authority of the University specified in Section 14;

*(a-3) "committee of courses" means the committee of courses in a faculty;

*(Inserted vide Section 8(1) (i) of A.P. University Acts (Second Amendment) Act, 1985)

- (b) "Co-ordinator" means the head of a Study Centre,

- (c) "Correspondence-cum-Contact Programme Student" means student enrolled in any one of the study centres of the University recognised as such by the statutes;

*(d) "department" means a department and includes a centre maintained by the University;

*(Substituted vide Section 8(1) (ii) of A.P. University Acts (Second Amendment) Act, 1985)

*(d-l) "Director" means a Director appointed under Section 11;

*(Inserted vide Section 8(1) (ii) of A.P. University Acts (Second Amendment) Act, 1985)

(e) "Director of Higher Education" includes a Joint Director in-charge of Higher Education;

(f) "Employee" means any person appointed by the University, and includes teachers and other staff of the University;

(g) "Government" means the State Government of Andhra Pradesh;

*(h) "Head of Department" means a teacher so appointed being responsible for the co-ordination of instruction, training and research in any department;

*(Substituted vide Section 8(1) (iii) of A.P. University Acts (Second Amendment) Act, 1985)

*(h-l) "institution" means an institution maintained by the University;

*(Inserted vide Section 8(1) (iii) of A.P. University Acts (Second Amendment) Act, 1985)

(i) "prescribed" means prescribed by the statutes or regulations;

(j) "Secretary to Government" includes Joint Secretary to Government and a Deputy Secretary to Government;

(k) "student" means a person who is enrolled for studies in one of the study centres and pursues studies by attending the prescribed contact and correspondence programme;

(l) "study centre" means a study centre within the University area where the students enroll to carry on their contact programme;

*(m) "teacher" includes professor, associate professor, assistant professor or any other person engaged in imparting instruction in relation to any learning process and designated as a teacher by the regulations;

** (Substituted vide Section 8(1) (iv) of A.P. University Acts (Second Amendment) Act, 1985)

***(n) "teacher of the University" means a person so appointed by the University for imparting instruction in relation to any learning process;**

***(Substituted vide Section 8(1) (iv) of A.P. University Acts (Second Amendment) Act, 1985)**

(o) "University" means the Andhra Pradesh Open University as constituted under this Act;

(p) "University area" means the area to which this Act extends;

(q) "University Headquarters" means the place where the administrative offices are situated.

CHAPTER - II : THE UNIVERSITY

3. (1) There shall be constituted in and for the State of Andhra Pradesh, a University by the name of the Dr. B.R. Ambedkar Open University which shall consist of a Chancellor, a Vice-Chancellor, Directors, an Executive Council, *an Academic Council and a Planning Board.

The University

Substituted Vide Sec. 5 of A.P. Open University (Amendment) Act 1991.

*(Inserted Vide Section 8(2) of A.P. University Acts (Second Amendment) Act, 1985)

- (2) It shall be a body corporate having perpetual succession and common seal and shall sue and be sued by the said corporate name.

- (3) In all suits and other legal proceedings by or against the University, the pleadings shall be signed and verified by the Registrar and all process in such suits and proceedings shall be issued to, and served on, the Registrar.

- (4) The headquarters of the University shall be located at such place within the State as the Government may, by notification published in the Andhra Pradesh Gazette, specify.

Objects

4. The objects of the University shall be :-

- *(a) to provide educational opportunities to those students who could not take advantage of institutions of higher learning;

*(Substituted vide Section 8(3) (i) of A.P. University Acts (Second Amendment) Act, 1985;

- (b) to realise equality of educational opportunities for higher education for a large segment of the population including those in employment, women including housewives and adults, who wish to upgrade their education or acquire knowledge and studies in various fields through * ()
**distance education;

*(Omitted vide Section 8(3) (ii) of A.P. University Acts (Second Amendment) Act, 1985)

** (Inserted vide Section 8(3) (ii) of A.P. University Acts (Second Amendment) Act, 1985)

- (c) to provide flexibility with regard to eligibility for enrollment, age of entry, choice of courses, methods of learning, conduct of examinations and operation of the programmes;

- (d) complementary to the programmes of the existing Universities in the State in the field of higher learning so as to maintain the highest standards on par with the best Universities in the Country;
- (e) to promote integration within the State through its policies and programmes;
- (f) to offer degree courses and non-degree certificate courses for the benefit of working population in various fields and for the benefit of those who wish to enrich their lives by studying subjects of cultural and aesthetic values;
- (g) to make provision for research and for the advancement and dissemination of knowledge.

5. The University shall have the following powers and functions, namely :-

Powers and Functions of the University

- * (a) to provide for instructions and training through distance education;

*(Substituted vide Section 8(4) (i) of A.P. University Acts (Second Amendment) Act, 1985)

- * (b) to provide for instruction in such branches of learning, technology or vocations as it may deem fit, and to make provision for research and for the advancement and dissemination of knowledge in such manner as it may determine;

*(Substituted vide Section 8(4) (i) of A.P. University Acts (Second Amendment) Act, 1985)

- (c) to hold examinations and to confer degrees, diplomas and other academic distinctions on persons who have pursued a course of study in the University and its study centres;

- (d) to confer degrees and other academic distinctions on persons who have carried on research under conditions prescribed;

- (e) to confer honorary degrees or other academic distinctions on approved persons under conditions prescribed;

- * (f) to create posts, with the prior sanction of the Government, for teaching, research, extension service, administration and other related purposes and to appoint persons thereto;

*(Substituted vide Section 8(4) (ii) of A.P. University Acts (Second Amendment) Act, 1985)

* (g) (.....)

*(Omitted vide Section 8(4) (ii) of A.P. University Acts (Second Amendment) Act, 1985)

* (h) to acquire, hold and transfer property, both movable and immovable, which may have been acquired by it, for the purposes of the University and to accept on behalf of the University, endowments, bequests, donations and other transfers of property made to it and to contract and to do all other things necessary for or incidental to the purposes of the University;

* (Substituted vide Section 8(4) (iii) of A.P. University Acts (Second Amendment) Act, 1985)

* (i) to establish teaching departments, faculties, laboratories, libraries, museums, workshops, audience level regional centres (study centres) and other centres of learning for the development of teaching and research and educational technology and to make such arrangements for their maintenance, management and administration as it may determine;

* (j) *(Substituted vide Section 8(4) (iii) of A.P. University Acts (Second Amendment) Act, 1985)

*(Omitted vide Section 8(4) (iii) of A.P. University Acts (Second Amendment) Act, 1985)

(k) to inspect the study centres and to take measures to ensure that proper standards of instruction are maintained in them;

* (Omitted vide Section 8(4) (iv) of A.P. University Acts (Second Amendment) Act, 1985)

(m) to make special provision for the spread of higher education among educationally backward classes of citizens;

(n) to make special provision for study centres and institutions for women students;

(o) to establish research institutions in any part of the University area;

(p) to fix fees and to demand and receive such fees and other charges as may be prescribed;

(q) to institute and manage -

(i) a Department of Publications;

(ii) a University Press;

- (iii) an Employment Bureau;
 - (iv) an Information Bureau;
 - (v) Boards of University Extension;
 - (vi) Guidance and Counselling centres and such other organisations created by it;
- * (r) to cooperate, collaborate or associate with any other University, authority or institution of learning in such manner and for such purposes as the University may determine;
- “(Substituted vide Section 8(4) (v) of A.P. University Acts (Second Amendment) Act, 1985)
- (s) generally to do all such other acts and things whether incidental to the powers aforesaid or not, as may be necessary or desirable to further the objects of the University as to cultivate and promote arts, fine arts, sciences, professional studies, technology and other branches of learning and to promote the interests of its students;
 - (t) to supervise and control the conduct and discipline of the students of the University and to make arrangements for promoting general welfare;
 - * (u) to provide educational facilities to people who cannot leave their homes and jobs, in such manner, as it may determine;
 - * (v) to provide such facilities to masses for their educational uplift as it may determine;
 - * (w) to provide facilities for the training of teachers in such manner as it may determine;
 - * (x) to provide for such instruction for persons not being students of the University as it may determine, and to grant certificates and diplomas to such persons;
 - * (y) to make provisions for research and development of educational technology and advisory services and with those objects to enter into arrangements with other institutions or with public bodies under prescribed conditions;
 - * (z) to provide for making of films and cassettes and other audio-visual material and enter into arrangements with All India Radio and Doordarshan and such other organisations as it may deem fit;
 - * (z-1) to provide for the reproduction and publication of teaching material and other works;

- *(z-2) to undertake educational experiments and evolve contents, systems and methods of education for the furtherance of the objects of the University;
- *(z-3) to approve any institution of higher learning or studies for such purposes as the University may determine, and to withdraw such approval;
- *(z-4) to appoint visiting professors, emeritus professors, fellows, scholars, resident artists, resident writers or such other persons who may contribute to the advancement of the objects of the University;
- *(z-5) to approve persons working in -
 - (a) any institution cooperating, collaborating or associating with the University or
 - (b) any approved institution for imparting instruction or supervising research or both and to withdraw such approval;
- *(z-6) to appoint persons working in any other University, institution or organisation as teachers of the University for a specified period;
- *(z-7) to establish campuses within the territorial limits of the University;
- *(z-8) to admit students of any other University or college to any examination of the University subject to such conditions as the University may lay down for the purpose;
- *(z-9) to accept funds from the Government of India, the State Government, the University Grants Commission and also borrow money from a bank or a corporation, for the purposes of the University;

Provided that where the University intends to borrow money from a bank or a corporation or both, exceeding an amount of rupees fifty thousand at a time or in the aggregate, it shall obtain the prior written approval of the Government therefor.

*(Inserted vide Section 8(4) (vi) of A.P. University Acts (Second Amendment) Act, 1985).

6. No person shall be excluded from holding any office in the University or from membership of any of the authorities of the University or from admission to any degree, diploma or other distinction or course of study, on grounds only of religion, race, caste, sex, place of birth or any of them and it shall not adopt or impose on any person any test whatsoever of religious belief or profession in order to entitle him to be admitted thereto as a teacher or student or to hold any office therein or to qualify for any degree, diploma or other distinctions or to enjoy or exercise

University open to all persons

any of the privileges of the University:

Provided that nothing in this section shall be deemed to prevent the University :-

- (i) from maintaining any centre or institution, intended exclusively for women, either for education, instruction or residence; and
- (ii) from making special provisions in any study centre for admission of women, weaker sections of the people and, in particular the scheduled castes, scheduled tribes and backward classes.

7. (1) The Government shall have the right to cause an inspection to be made by a committee of not less than two persons, of the University, its buildings, laboratories, libraries, museums, workshops and equipment, and of any study centre maintained by the University and also to cause an inquiry to be made into the teaching and other work conducted or done by the University, or in respect of any matter connected with the University. The Government shall, in every case give notice to the University of their intention to cause such inspection or inquiry to be made and the University shall be entitled to be represented thereat.
- (2) The Government shall forward to the Vice Chancellor a copy of the inspection report for obtaining the views of the Executive Council and on receipt of such views, the Government may tender such advice as they consider necessary and fix a time-limit for action to be taken by the University.
- (3) The Executive Council shall, within such time as the Government may fix, report to them through the Vice-Chancellor the action which has been taken or is proposed to be taken on the advice tendered by them.
- (4) The Government may, where action has not been taken by the University to their satisfaction, within the time fixed and after considering any explanation furnished or representation made by the Executive Council, issue such directions as they may think fit, and the University shall comply with such directions.

Inspection and inquiry

CHAPTER - III : OFFICERS OF THE UNIVERSITY

8. The following shall be the officers of the University :-

Officers of the
University

- (1) The Chancellor
- (2) The Vice-Chancellor
- (2a) The Rector
- (3) The Directors.
- (4) The Registrar
- (5) The Finance Officer, and
- (6) Such other persons as may be declared by the statutes to be the officers of the University.

Inserted vide Sec. No. 2(1) of AP Universities (Amendment) Act 1991

9. (1) The Governor of Andhra Pradesh shall be the Chancellor of the University.

The Chancellor

- (2) The Chancellor shall, by virtue of his office, be the head of the University and shall, when present, preside at convocations of the University. He shall exercise such other powers and perform such other duties as may be conferred on or vested in him by or under the provisions of this Act.
- (3) The Chancellor may, by order in writing, annul any proceeding of the University which is not in conformity with this Act or the statutes.

Provided that before making any such order, he shall give a notice calling upon the University to show cause why such an order should not be made and if any cause is shown within the time specified therefor in the said notice, shall consider the same.

10

(ii) in section 10, for sub-section (1), the following shall be substituted, namely:

The Vice-Chancellor

(1) The Government shall constitute a Search Committee consisting of:

- (i) a nominee of the Board of Management;
- (ii) a nominee of the University Grants Commission; and
- (iii) a nominee of the State Government.

The Search Committee shall submit a panel of three persons to the Government in alphabetical order from among whom the State Government shall recommend one person to the Chancellor for appointment as Vice-Chancellor and the Chancellor shall appoint such person as Vice-Chancellor :

Provided that it shall be competent for the Government to call for a fresh panel, if they consider necessary and the Search Committee shall submit a fresh panel to the Government.

(1A) The Vice-Chancellor shall not be removed from his office except by an order of the Chancellor passed on the ground of willful omission or refusal to carry out the provisions of this Act, or after abuse of the powers vested in him and after due enquiry ordered by the Government, by the Lokayukta or by such person who is or has been a Judge of a High Court or the Supreme Court as may be appointed by the Chancellor in which the Vice-Chancellor shall have an opportunity of making his representation against such removal:

Provided that where the enquiry is conducted by a person who is or has been a Judge of High Court or the Supreme Court, the report of such an enquiry shall be forwarded to the Government and the Chancellor shall act in accordance with the advice tendered by the Government on a consideration of the report while exercising his powers under this sub-section:

Provided further that where the Lokayukta enquires into an allegation against the Vice-Chancellor under the Andhra Pradesh Lokayukta and Upa-Lokayukta Act, 1983, then, notwithstanding anything contained in section 12 of that Act, the Lokayukta shall submit a report to the Government and the Chancellor shall act in accordance with the advice tendered by the Government on a consideration of the report while exercising his powers under this sub-section;

(iii) after section 10, the following section shall be inserted namely :-

THE RECTOR :

10(A) There shall be a Rector who shall be appointed by the Board of Management on the recommendation of the Vice-Chancellor in such manner and on such terms and conditions as may be prescribed by the Statutes from among the senior professors. He shall exercise such powers and perform such duties as may be prescribed by the statutes.

(2) The Vice-Chancellor shall be the academic head and the principal executive officer of the University and shall exercise general supervision and control over its affairs

and give effect to the directions of all the authorities of the University.

- (3) The Vice-Chancellor may, if he is of opinion that immediate action is necessary on any matter, exercise any power conferred on any authority of the University by or under this act and shall report to such authority the action taken by himself on such matters.

Provided that if the authority concerned is of opinion that such action ought not to have been taken, it may refer the matter to the Chancellor whose decision thereon shall be final:

Provided further that any person in the service of the University who is aggrieved by the action taken by the Vice-Chancellor under this sub-section shall have the right to appeal against such action to the Executive Council within three months from the date on which decision on such action is communicated to him and thereupon the Executive Council may confirm, modify or reverse the action taken by the vice-chancellor.

Inserted vide issued in section (10) of APOU Acts (Amendment) Act, 1991

- (4) The Vice-Chancellor shall exercise such other powers and perform such other functions as may be prescribed by the statutes or regulations.

- *11. (1) The Directors shall be appointed by the Executive Council on the recommendation of the Vice-Chancellor and shall exercise such powers and discharge such duties as may be prescribed by the Statutes.

The Directors

- (2) Where the Executive Council does not accept the recommendation of the Vice-Chancellor, the matter shall be referred to the Chancellor whose decision thereon shall be final and binding on the Executive Council and the Vice-Chancellor.

*(Substituted vide Section 8(6) of A.P. University Acts (Second Amendment Act, 1985)

***THE REGISTRAR 12.(1)**

- (1) The Registrar shall be a whole time paid Officer of the University appointed by the Executive Council for a term of three years or less and on such terms and conditions as may be prescribed by the statutes provided that he shall not continue in that office for more than six years.
- (2) The Registrar shall act as the Secretary of the Executive Council and Academic Senate. He shall exercise such powers and perform such duties as may be prescribed.
- (3) The Executive Council may transfer the Registrar to a suitable position even before the completion of the term provided he is shown a position in the University with the same emoluments, substituted vide sec.2(iv) of A.P. University Acts (Amendment) Act-1991.

***THE FINANCE OFFICER 13.(1)**

- (1) The Finance Officer shall be a whole time Officer of the University appointed by the University from out of a panel of three officers to be obtained from the Government in the Education Department on such terms and conditions as may be prescribed by the rules made by the Government in this behalf. He shall be the employee of the Government and the salary, allowances, pension and other remuneration shall be paid to him in the first instance out of the Consolidated Fund of the State and later recovered from the University.
- (2) He shall maintain the accounts of the University and also advise the University on all matters relating to income and expenditure.
- (3) He shall be present at the meetings of the Finance Committee and participate in the discussions but shall not be entitled to votes".

Substituted vide Section 2(v) APOU Acts (Amendment) Act 1991.

CHAPTER - IV : AUTHORITIES OF THE UNIVERSITY

14. The following shall be the authorities of the university, namely:- Authorities of the University
- (i) The Executive Council
 - * (i-a) The Academic Senate
 - (ii) The Planning and Monitoring Board
 - (iii) The Faculties
 - (iv) The Finance Committee
 - (v) The Board of Studies
 - (vi) Such other bodies, as the statutes may declare to be authorities of the University.
- *(Inserted) vide Section 8(9) of A.P. University Acts (Second Amendment) Act, 1985.
15. (1) The Executive Council shall be the principal executive body of the University. The Executive Council
- Substituted vide sec. 3 of APOU Acts (Amendment) Act 1995
- (2) The constitution of the Executive Council and its powers and functions shall be prescribed by the statutes.
- *15 (A) The Academic Senate shall be the principal academic body of the University and shall, subject to the provisions of this Act, the Statutes and the Regulations, have the control and generally regulate academic matters and be responsible for the maintenance of standards of learning, education, instruction, evaluation and examination within the University, and shall exercise such other powers and perform such other duties as may be entrusted to it by the Statutes. The constitution of the Academic Council and the term of office of its members other than ex-officio members shall be such as may be prescribed by the Statutes. The Academic Senate
- *(Inserted) vide Section 8(10) of A.P. University Acts (Second Amendment) Act, 1985)
- *16 (a) The Planning and Monitoring Board shall be the principal Planning body of the University and also be responsible for monitoring the development of the University on the lines indicated in the objects of the University. The Planning and Monitoring Board
- (b) The constitution of the Planning and Monitoring Board and its powers and functions shall be such as may be prescribed by the Statutes.

*(Substituted vide Section 8(11) of A.P.University Acts (Second Amendment) Act, 1985)

17. The Constitution of the Finance Committee and its powers and functions shall be prescribed by the statutes.

The Finance Committee

18. (1) The University shall include the Faculties of -

The Faculties and the Board of Studies

(a) Arts

(b) Science

(c) Commerce

(d) Law

(e) Education

*(e-l) Audio-Visual Aids and Mass Media

(f) Such other Faculties as may be prescribed by the statutes

*(Inserted vide Section 8(12) (i) of A.P.University Acts (Second Amendment) Act, 1985)

(2) Each Faculty shall consist of such departments of teaching as may be prescribed by the statutes.

(3) The constitution, powers and functions of the Faculties, the Boards of Studies, and of such other bodies as may be declared by the statutes to be authorities of the University shall be prescribed by the statutes.

*(4) (a) There shall be a Dean for each Faculty who shall be appointed by the Vice-Chancellor from amongst the professors in the Faculty :

Provided that if there is no professor in the Faculty, the Vice-Chancellor or a Director nominated by him shall act as the Dean;

*(Substituted vide Section 8(12) (ii) (a) of A.P.University Acts (Second Amendment) Act, 1985)

(b) The terms and conditions of the office of Dean shall be prescribed by the statutes.

*(c) A separate Board of Studies shall be allocated to a department or a Faculty, as the case may be.

*(Substituted vide Section 8(12) (ii) (b) of A.P.University Acts (Second Amendment) Act, 1985)

19. The term of office of the members of the Executive Council, *Academic Senate and Planning and Monitoring Board shall be prescribed by the statutes.

Term of office of members of the Executive Council *Academic Senate and Planning and Monitoring Board

*(Inserted vide Section 8(13) (a) & (b) of A.P.University Acts (Second Amendment) Act, 1985)

*19A. Notwithstanding anything in this Act :-

Special provision as to the reconstitution of Executive Council and the members thereof

- (a) the members of the Executive Council constituted and functioning before the commencement of Section 8 of the Andhra Pradesh University Acts (Second Amendment) Act, 1985 (hereinafter referred to as the said Act) shall continue to be such members and function only until a new Executive Council is reconstituted in accordance with the provisions of this Act as amended by the said Act.
- (b) on the reconstitution of such new Executive Council in accordance with the provisions of this Act as amended by the said Act, the members of the Executive Council holding office immediately before such reconstitution shall cease to be such members ; and
- (c) The persons, if any elected or nominated as members to the Executive Council in accordance with the provisions of this Act prior to the commencement of the said Act shall not have the right to be or to enter into office as such members after the commencement of the said Act.

*(Inserted vide Section 8(14) of A.P.University Acts (Second Amendment) Act, 1985)

CHAPTER - V : UNIVERSITY FUNDS ETC.

20. The University shall have a general fund to which shall be credited -

General Fund

- (i) its income including the fees and endowments;
- (ii) contributions or grants which may be made by the Government on such conditions as they may impose; and
- (iii) other contributions or grants.

21. The University shall have such other funds and maintain such accounts as the Executive Council may determine on the recommendation of the Finance Committee.

Constitution of other funds

22. (Omitted vide Section 8(15) of A.P. University Acts (Second Amendment) Act, 1985)

Borrowing of Money

23. The University shall not, without the prior approval of the Government, divert earmarked funds for other purposes or

Certain restrictions in respect of financial matters

upgrade any post or revise the scales of pay of its staff or implement any scheme which involves the contribution from the Government or create a post or posts resulting in a recurring liability on the Government either immediately or in future;

Provided that the Executive Council may authorise the creation and filling up of posts of teachers for a period not exceeding one year but any such post or posts shall be continued or created afresh for any period beyond the said period of one year without the prior approval of the Government.

(ACT) CHAPTER - VI : STATUTES AND REGULATIONS

24. Subject to the provisions of this Act, the Executive Council shall have power to make statutes for all or any of the following matters, namely:-

Statutes

- (a) the constitution, powers and duties of the authorities of the University;
- (b) the powers, duties and conditions of service of the officers of the University other than the Chancellor;
- (c) the classification and the method of appointment of teachers of the University;
- (d) the holding of convocations to confer degrees;
- (e) the constitution of pension, insurance, gratuity or provident fund for the benefit of the officers, teachers and other employees of the University;
- (f) the registration of graduates and maintenance of a register of registered graduates;
- (g) the administration of endowments and the institution of fellowships, travelling fellowships, scholarships, studentships, bursaries, exhibitions, medals and prizes and the conditions of award;
- (h) all other matters which by this Act are to be or may be provided by the statutes.

25. (1) The first statutes of the University are those set out in the Schedule.

Statutes
how made

- (2) The Executive Council may from time to time make new statutes or any statute in addition to the first statutes referred to in sub-section (1) and may amend or repeal any statute including the first statutes:

Provided that the Executive Council shall not make amend or repeal any statute affecting the status, powers or constitution of any authority of the University until such

authority has been given an opportunity of expressing an opinion in writing on the proposed changes, and any opinion so expressed shall be considered by the Executive Council.

- (3) Every new statute or addition to the statute or any amendment or repeal of a statute shall require the approval of the Chancellor who may assent thereto or withhold assent therefrom or remit the same to the Executive Council for reconsideration.
- (4) A new statute or a statute amending or repealing an existing statute shall have no validity unless it has been assented to by the Chancellor.
- (5) Notwithstanding anything in the foregoing sub-sections, the Chancellor may make new or additional statutes or amend or repeal the statutes referred to in subsection (1) during the period of three years immediately after the commencement of this Act:

Provided that the Chancellor may, on the expiry of the said period of three years make, within three years from the date of such expiry, such detailed statutes as he may consider necessary and such detailed statutes shall be laid before both Houses of the State Legislature.

26. (1) The *Academic Senate shall have power to make regulations subject to the provisions of this Act, and such regulations may provide for all or any of the following matters, namely :-

Regulations

- (a) the admission of students to the University or prescribing the examinations to be recognised as equivalent to University examinations;
- (b) the courses of study to be laid down and examinations and the conditions on which students shall be admitted to examinations for the degrees, diplomas, certificates and titles of the University;
- (c) the grant of exemptions

- (2) All regulations shall have effect from such date as the *Academic Senate may direct but every regulation made by the *Academic Senate shall be submitted, as soon as may be, to the Executive Council for approval by a simple majority or refer it back to the *Academic Senate for reconsideration.

*(Substituted for the word Planning Board vide Section 8(16) (a) of A.P. University Acts (Second Amendment) Act, 1985)

- *(3) Notwithstanding anything in sub-sections (1) and (2) it shall be competent for the Executive Council to frame

regulations in relation to matters entrusted to it by this Act.

*(Inserted vide Section 8 (16) (b) of the A.P.University Acts (Second Amendment) Act, 1985)

27. The Executive Council shall prepare an annual report of the University on or before such date as may be prescribed by the statutes. A copy of the report with a copy of the resolution thereon shall be submitted to the Government for information.

Annual Report

*28. The Finance Officer shall prepare during each financial year the annual accounts of the University of the preceding year and submit them to the Executive Council for consideration with the recommendations of the Finance Committee and thereafter submit them to such audit as the Government may direct before the end of the financial year. The account. When audited shall be published in the Andhra Pradesh Gazette and copies thereof together with copies of audit report shall be submitted to the Executive Council not later than two years from the end of the financial year to which the accounts pertain and to the Government.

Annual Accounts

*(Substituted vide Section 8 (17) of the A.P.University Acts (Second Amendment) Act, 1985)

*29. (1) The Finance Officer shall prepare before such date as may be prescribed by the Statutes the financial estimates for the ensuing financial year alongwith the annual accounts whether audited or not, of the preceding financial year and after they are considered by the Finance Committee submit them to the Executive Council for approval.

Financial Estimates

(2) The Government shall fix the block grant for the University normally for a period of five years:

Provided that any liability which the University may have incurred with the approval of the Government and which was not envisaged at the time of fixing the block grant shall, in addition to the block grant, be reimbursed.

*(Substituted vide Section 8 (17) of the A.P.University Acts (Second Amendment) Act, 1985)

30. The Executive Council may, for reasons to be recorded *() incur any expenditure for which no provision has been made in the budget or which is in excess of the amount provided in the budget.

Power to incur unforeseen expenditure

*(Omitted vide Section 8 (18) of the A.P.University Acts (Second Amendment) Act, 1985)

31. (1) Every employee shall be appointed under a written contract which shall be lodged with the Registrar and a

Conditions of service of employees and settlement of disputes

copy of which shall be furnished to the employee concerned.

- (2) Any dispute arising out of a contract between the University and any employee may be referred by the Vice-Chancellor to a grievances committee consisting of such *[persons not being members] of the Executive Council as may be nominated by the Executive Council.

*(Substituted vide Section 8 (19) of the A.P.University Acts (Second Amendment.) Act, 1985)

32. Any student or candidate for an examination whose name has been removed from the rolls of the University by the orders or resolution of the Vice-Chancellor, Discipline Committee or Examination Committee, as the case may be, and who has been debarred from appearing at the examinations of the University for more than one year, may, within ten days of the date of communication of such orders or copy of such resolution to him appeal to the Executive Council and the Executive Council may confirm, modify or reverse the decision of the Vice-Chancellor or the Committee, as the case may be.

Procedure of appeal in disciplinary cases against students

33. Every employee or student of the University shall, notwithstanding anything contained in this Act, have a right to appeal within such time as may be prescribed by the statutes to the Executive Council against the decision of any officer or authority of the University and thereupon the Executive Council may confirm, modify or reverse the decision appealed against.

Right to appeal

- *34. The University shall constitute, for the benefit of its employees, in such manner and subject to such conditions as may be prescribed by the Statutes such schemes of pension, insurance and provident funds as it may deem fit with the prior approval of the Government.

Pension or Provident Fund etc.

*(Substituted vide Section 8 (20) of the A.P.University Acts (Second Amendment) Act, 1985)

35. If any difficulty arises in giving effect to the provisions of this Act, the Government may, by order, make such provision not inconsistent with the provisions of this Act as appear to them to be necessary or expedient for removing the difficulty;

Power to remove difficulties

Provided that no such order shall be made under this section after the expiry of three years from the date of commencement of this Act.

36. Notwithstanding anything in this Act, and the statutes, the first Vice-Chancellor, the first Registrar and the first Finance Officer shall be appointed by the Chancellor on a salary to be fixed by him and each of the said officers shall hold office for a period to be fixed by him but not exceeding three years.

Appointment of the first Vice-Chancellor the first Registrar and the first Finance Officer

THE SCHEDULE
(See Section 25 (1))
THE STATUTES OF THE UNIVERSITY

THE VICE-CHANCELLOR

- (1) Subject to the provisions of sub-section (1A) of Section 10, the Vice-Chancellor shall hold office for a term of three years from the date of his/her appointment and shall be eligible for reappointment to that office for another term of three years in the manner provided in sub-section (1) of section 10.
- (2) The Vice-Chancellor shall be paid such pay and allowances as may, by order, be specified by the Government from time to time. He shall be provided with a furnished official accommodation for which he shall pay ten percent of his salary towards rent.
- (2A) When the Vice-Chancellor is unable to exercise his powers, perform his functions and discharge his duties owing to absence, illness or any other cause or when the office of Vice-Chancellor is vacant, it shall be competent for the State Government to appoint a person to be in-charge Vice-Chancellor. The person so appointed as incharge Vice-Chancellor shall exercise the powers, perform the functions and discharge the duties of the Vice-Chancellor until the Vice-Chancellor assumes the office, or as the case may be a new Vice-Chancellor is appointed in accordance with sub-section (1) of section 10."

Substituted vide sec.2(iv) (a) of A.P. University Acts (Amendment) Act-1991.

- (3) It shall be competent for the Chancellor to accept the resignation of the Vice-Chancellor.
- (4) When the post of the Vice-Chancellor falls permanently vacant either by resignation or otherwise the vacancy shall be filled by the Chancellor by appointing another person as Vice-Chancellor and the Vice-Chancellor so appointed shall hold office for a full term of three years.
- (5) (a) The Vice-Chancellor shall, by virtue of his office be a member and chairman of the Executive Council *Academic Senate and of the Planning and Monitoring Board. He shall preside at the meetings of the convocations of the University in the absence of the Chancellor.
- (b) The Vice-Chancellor shall have power to convene meetings of the Executive Council, *Academic Senate and the Planning and Monitoring Board.

*(Inserted vide Section 8 (21) (A) (b) (i)&(ii) of A.P.University Acts (Second Amendment) Act, 1985)

- (c) The Vice-Chancellor shall be entitled to participate in any meeting of any authority of the University or of any committee thereof whether or not he is a member of such committee; but he shall not be entitled to vote thereat unless he is a member of the authority or committee concerned.

*(Substituted vide Section 8 (21) (A) (b) (iii) of A.P.University Acts (Second Amendment) Act, 1985)

- (d) It shall be the duty of the Vice-Chancellor to see that the provisions of this Act, the statutes and the regulations are duly observed and he may exercise all powers necessary for this purpose.

- (e) He shall have power to interpret the provisions of this Act, the statutes and the regulations. Any person or authority *(who does not agree with the interpretation) may within such time as may be prescribed by the regulations, appeal to the Chancellor :

*(Substituted vide Section 8 (21) (A) (b) (iv) of A.P.University Acts (Second Amendment) Act, 1985) Provided that :-

- (i) if such interpretation was given at a meeting of the Executive Council, the appeal shall lie to the Chancellor direct;
- (ii) if such interpretation was given otherwise than at a meeting of the Executive Council, the appeal shall be forwarded to the Chancellor through the Executive Council.

The decision of the Chancellor on the appeal shall be final.

- (6) He shall give effect to the decision of the authorities of the University taken in accordance with the powers conferred by or under this Act.
- *(7) The Vice-Chancellor shall be responsible for the maintenance of discipline among the students and teaching and non-teaching employees of the University and shall have powers necessary for this purpose.
- *(8) He shall exercise general control over all institutions/Study Centres/other associated institutions and departments of the University and place before the Executive Council with his recommendations all proposals from the institutions and departments which require the sanction of the Executive Council.
- *(9) He shall make necessary arrangements for preparation of course materials, including audio/video lessons and such other and related academic activities and to sanction their remuneration and T. A. as per rules approved by the Executive Council and determine the work load of a teacher.
- *(10) He shall make all arrangements for the admission of students into Faculties of the University.
- *(11) He shall exercise control over all the equipment owned or rented by the University and he shall allocate accommodation for administrative, academic and residential purposes.

*Additions made by the Executive Council to Statute 1 of the First Statute in Resolution No.2 of the Twelfth meeting of the Executive Council held on 11-8-1986 - Assent of Chancellor accorded on 28-1-1987.

"THE EXECUTIVE COUNCIL"

- 2 (1) The Executive Council shall consists of the following persons, namely:-

Class I-Ex Officio Members

- (i) the Vice-Chancellor
- (ii) the Rector;
- (iii) the Secretary to Government in the Education Department or an officer in the Education Department nominated by the Government. The Government power is delegated to Principal. Secretary to Government. (Edn.) to nominate the

Secretary or Principal Secretary to Government in Education as a nominee of Government in different Executive Council in special circumstances (G.O.Rt.No.2036 Edn. (JET-2) Department, dated 18-11-1996.

(iv) the Secretary to Government in the Finance & Planning (Finance Wing) Department or an officer in the Finance & Planning (Finance Wing) Department nominated by the Government;

(v) the Director of Higher Education / the Commissioner of Collegiate Education;

Class II-other Members

(i) one Senior Professor of the University Colleges to be nominated by the Government;

(ii) one Principal of the University Colleges to be nominated by the Government;

(iii) four eminent persons of whom ^{one} ~~three~~ shall be women members from the fields of Industries or Commerce or Legal, Engineering or Medical Professions or from such other fields from public life as the Government may consider useful to the University to be nominated by the Government.

(2) Every member of the Executive Council other than Ex.-Officio member shall hold office during the pleasure of the Governor.

(3) The Executive Council shall meet at-least once in three months and may meet often if necessary.

(4) Upon a requisition in writing signed by not less than one-third of the total number of members of the Executive Council, the Vice-Chancellor shall convene a meeting thereof on a date appointed by him which shall not be later than seven days from the date of receipt of requisition aforesaid.

(5) In the absence of the Vice-Chancellor from any meeting of the Executive Council, the members present at the meeting shall choose one among themselves to preside over the meeting.

(6) The quorum for a meeting of the Executive Council shall be one-third of the total number of members of six persons, whichever is less;

2. For the words "Board of Management", wherever they occur, the "Executive Council" shall be substituted.

THE ACADEMIC SENATE

3. The Academic Senate shall consist of the following persons, namely:-

CLASS - I EX-OFFICIO MEMBERS :

(1) all members of the Planning and Monitoring Board of the University;

(2) all Directors of all Correspondent Schools of Universities in the State;

(3) the Director of Technical Education;

(4) a nominee of the Indra Gandhi National Open University.

CLASS - II MEMBERS. TO BE NOMINATED BY THE GOVERNMENT :

- (1) one third of the total number of professors or co-ordinators of the University, by rotation;
- (2) five students of the University.

CLASS - III ELECTED MEMBERS :

Five members of the Legislative Assembly to be elected from among themselves by the members of the Legislative Assembly of whom one each shall belong to Scheduled Castes, Scheduled Tribes and Backward Classes. The election shall be held according to the system of proportional representation by means of the single transferable vote and according to procedure prescribed by the Statutes."

"PLANNING AND MONITORING BOARD"

- 3A. (1) There shall be a Planning and Monitoring Board consisting of,
- (i) the Vice-Chancellor (Chairman)
 - (ii) two educationists nominated by the Government;
 - (iii) two nominees of the University Grants Commission.
- (2) The Board shall be the principal planning and reviewing body and it shall also arrange for periodical monitoring of the development programmes and of teaching and research in the University.

TERM OF OFFICE OF THE MEMBERS OF THE EXECUTIVE COUNCIL ETC.

4. (1) Save as otherwise provided, the Executive Council, the *Academic Senate, the Finance Committee and the Planning and Monitoring Board shall be reconstituted at or about the same time every three years and the members of these authorities shall except in case of ex-officio members hold office as members thereof to the date of next reconstitution.

*(Inserted vide Section 8 (21) (C) of A.P. University Acts (Second Amendment) Act, 1985)

- (2) Notwithstanding anything in clause (1), any vacancy in the said membership occurring before the next reconstitution or before the expiry of the prescribed period shall be filled up as soon as conveniently may be in accordance with the provisions of this Act:

Provided that no vacancy in the said membership occurring within six months before the next reconstitution shall be filled up until such reconstitution, unless the Vice-Chancellor decides that it shall be filled up earlier.

- (3) No member of an authority specified in clause (1) who is appointed or nominated in his capacity as a holder of a particular office or appointment shall continue to be a member of such authority on his ceasing to be a member or the holder of the particular office or appointment.
- (4) Where an appointed or nominated member of an authority specified in clause (1) is appointed temporarily to any of the offices by virtue of which he is entitled to be a

member of the authority ex-officio, he shall, by notice in writing signed by him and communicated to the Vice-Chancellor within seven clear days from the date of his taking charge of his temporary appointment, choose whether he will continue to be a member of that authority by virtue of his appointment or nomination, or whether he will vacate office as such member and become a member ex-officio by virtue of his temporary appointment, and the choice shall be final. On failure to make such choice, he shall be deemed to have vacated his office as an appointed or nominated member.

POWERS AND FUNCTIONS OF THE EXECUTIVE COUNCIL

5. The Executive Council shall have the following powers namely :-

- (1) to direct the form, custody and use of the common seal of the University,
- (2) to hold, control and administer the property and funds of the University,
- (3) 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 this act and the statutes.
- (4) (a) (Omitted vide Section 8 (21) (D) (i) of A.P. University Acts (Second Amendment) Act, 1985)
- (b) to administer all funds placed at the disposal of the University for specific purposes,
- (5) (a) to appoint the teachers of the University below the rank of Assistant Professors,
- (b) to appoint the teachers of the University of and above the rank of Assistant Professors on the recommendation of the Selection Committee constituted for the purpose:

Provided that the Executive Council may invite any person of high academic distinction and professional attainments to accept a post of Professor in the University and appoint him to that post;
- (c) to fix emoluments of the teachers of the University and define their duties and conditions of service,
- (6) to suspend, remove or dismiss the teachers of the University subject to such statutes as may be made in this behalf,
- (7) to appoint, dismiss, remove or suspend the employees of the University,
- (8) to fix the emoluments of the employees of the University and define their duties and the conditions of service,
- (9) to award fellowships, travelling fellowship, scholarships, exhibition, bursaries, studentships, medals and prizes in accordance with the rules laid down,
- (10) to appoint examiners in consultation with the Board of Studies and to fix their fees,
- (11) to conduct University Examinations and to approve and publish the results thereof,
- (12) to prescribe the fees to be charged for admission to the examinations, degrees, diplomas and oriental titles of the University,

(13) to charge and collect such tuition and other fees as may be prescribed by the Statutes for admission to courses of study in the University

*(14)

*(15)

*(16)

*(Omitted vide Section 8 (21) (D) (ii) of A.P. University Acts (Second Amendment) Act, 1985)

(17) to delegate any of its powers to the Vice-Chancellor or to a committee from among its own members or to any employee of the University,

(18) to regulate and determine all matters concerning the administration of the University in accordance with the statutes and the regulations, and to exercise such other powers or duties as may be conferred or imposed by this Act.

6. (1) The *Academic Senate, subject to the provisions of this Act and the Statutes, have the power by Regulations prescribing all courses of study and of determining curricular and have general control of teaching within the University and be responsible for the maintenance of the standards thereof. It shall have power to make regulations consistent with this Act and the Statutes relating to all matters which by this Act and the Statutes may be provided for by Regulations and to amend or repeal such Regulations.

*(Substituted vide Section 8 (21) (E) (i) of A.P. University Acts (Second Amendment) Act, 1985)

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

*(Substituted vide Section 8 (21) (E) (i) of A.P. University Acts (Second Amendment) Act, 1985)

(a) to advise the Executive Council on all academic matters including the control and the management of the libraries;

*(b)

*(Omitted Vde Section 8 (21) (E) (ii) of A.P. University Acts (Second Amendment) Act, 1985)

(c) to make recommendation to the Executive Council for the selection of a study centre in the University area;

*(d)

*(Omitted vide Section 8 (21) (E) (ii) of A.P. University Acts (Second Amendment) Act, 1985)

(e) to make regulations regarding the enrolment of students to the University;

(f) to make regulations regarding the examinations of the University and the conditions on which students shall be admitted to such examinations;

- (g) to make regulations relating to courses of study, leading to degrees, diplomas and titles of oriental learning in the University;
- (h) to make regulations, prescribing equivalence of examinations, degrees and diplomas of other Universities and Boards;
- (i) to make regulations prescribing the manner in which exemptions relating to the enrolment of students to examinations may be given;
- * (j)
*(Omitted vide Section 8 (21) (E) (ii) of A.P. University Acts (Second Amendment) Act, 1985)
- (k) to make recommendations to the Executive Council regarding the qualifications to be prescribed for teachers in the University;
- (l) to make regulations for the encouragement of co-operation and reciprocity among study centres to promote academic life;
- * (m)
- * (n)
*(Omitted vide Section 8 (21) (E) (ii) of A.P. University Acts (Second Amendment) Act, 1985)
- (o) 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.

THE FINANCE COMMITTEE

- * (1) There shall be constituted a Finance Committee which shall be a subcommittee of the Board of Management with the following as members, namely:-
 - (a) the Vice-Chancellor (Chairman)
 - (b) two Members of the Executive Council * nominated by it;
 - (c) one member of the Executive Council to represent Banking or Accounting;
- * (2) The Finance Officer shall be secretary of the Finance Committee?.
*Substituted vide Sec.3 (2) of A.P. University Acts (Amendment) Act - 1995.
**Substituted vide Sec.2 (vi) (e) of A.P. University Acts (Amendment) Act - 1991.
- (3) The Finance Committee shall have the following duties, namely :-
 - (a) to meet at least twice every year to examine the accounts and to scrutinise proposals for expenditure;
 - (b) to consider the annual accounts and the financial estimates of the University prepared by the Finance Officer and laid before it;

- (c) to fix limits for the total recurring and non-recurring expenditure for the year based on the income and resources (which in the case of productive work, may include the proceeds of loans) and no expenditure shall be incurred by the University in excess of the limits so fixed;
- (4) No expenditure other than that provided in the budget for any year shall be incurred by the University without the approval of the Finance Committee.

*(Substituted vide Section 8 (21) (3) of A.P.University Acts (Second Amendment) Act, 1985).

**REVISED STATUTE AS APPROVED BY THE
EXECUTIVE COUNCIL ON 24-9-1991**

**CLASSIFICATION AND METHODS OF APPOINTMENT AND
DUTIES OF TEACHERS OF THE UNIVERSITY**

8. (1) The Board of Management shall have the powers to determine from time to time, the subjects for which professorships, Associate Professorships, Assistant Professorships or other academic posts, may be instituted, subject to the provisions of section 23 of the Act.
- (2) Teachers of the University shall be of the following categories:
- (i) Professors
 - (ii) Associate Professors
 - (iii) Assistant Professors
 - (iv) Deputy Director (Student Services)
 - (v) Assistant Director (Student Services)
 - (vi) Academic Assistant.
- (3) Vacancies among the teachers of the University shall be advertised and applications called for before making appointments
- (4) (a) There shall be constituted a Selection Committee in regard to the appointment of Professors, Associate Professors (Readers) and Assistant Professors (Lecturers) which shall consist of the following, namely :-
- (i) The Vice-Chancellor who shall be the Chairman;
 - (ii) three experts from outside the University to be nominated by the Vice-Chancellor of whom atleast two shall be present in the Selection Committee
 - (iii) Chairman of the Board of Studies concerned;
 - (iv) The Head of the Department concerned;
- Provided that no person shall participate in the meetings of the Selection Committee for any appointment if he or his near relative is a candidate for that appointment:
- Provided further that no teacher holding a post lower in rank than the one to which appointment is to be made, shall be a member of Selection Committee.
- (b) The Registrar shall be the Secretary of the Selection Committee.
- © The meeting of Selection Committee shall be convened by the Vice-Chancellor. The quorum for a meeting of the Selection Committee shall be four members.

- (5) The Board of Management may invite any person of high academic distinction and professional attainments to accept a post of professor in the University and appoint him to that post.
- (6) (a) There shall be constituted a Selection Committee for selection of Deputy Director (Student Services) and Assistant Directors. (Student Services). The Selection Committee shall consist of the following members namely:
- (i) The Vice-Chancellor, who shall be the Chairman;
 - (ii) The Director (Student Services);
 - (iii) One of the Deans nominated by the Vice-Chancellor
 - (iv) three experts from outside the University to be nominated by the Vice-Chancellor of whom atleast two shall be present in the Selection Committee.

Provided that the person shall participate in the meetings of the Selection Committee if he is, or if he is a near relative of a candidate for appointment:

- (b) The Registrar shall be the Secretary of the Selection Committee

The meetings of a Selection Committee shall be convened by the Vice-Chancellor. The quorum for a meeting of the Selection Committee shall be four members.

- (7) There shall be constituted a Selection Committee for Selection of Academic Assistants. The Selection Committee shall consist of the following members, namely:-
- (a) (i) The Vice-Chancellor or his nominee, who shall be Chairman of the Committee.
 - (ii) the Dean of the Faculty concerned;
 - (iii) two external experts belonging to the Faculty concerned of whom at least one should be present.
- Provided that no person shall participate in the meetings of the Selection Committee if he is, or he is a near relative of the candidate for appointment.
- (b) The Registrar shall be Secretary of the Selection Committee.
 - (c) The meeting of a Selection Committee shall be convened by the Vice-Chancellor.
 - (d) (i) The duties of Professors, Associate Professors and Assistant Professors shall be:
 - (a) Preparing, Editing, Writing, revising, translating lessons and other reading material and checking the academic content thereof;
 - (b) to prepare scripts for Radio Lessons, Scripts for Television Broadcasts and Video Lessons;

- (c) to engage in research and teaching;
 - (d) maintaining a record of work done termwise and submitting the same to the authority concerned; and
 - (e) to look after the academic work and to carryout such other academic or administrative work such as course co-ordination as may be assigned to them by the Vice-Chancellor
- (ii) The duties of the Deputy Directors (Student Services) Assistant Directors (Student Services) shall be to look after the academic or administrative work of the student support services of the University.
 - (iii) The duties of the Academic Assistant shall be to assist in the preparation of course material, to engage in teaching and research and carryout such other academic work as may be assigned to them by the competent authority prescribed by the Vice-Chancellor.
9. All the authorities of the University shall have power to appoint Committees. Such Committees may, unless there be some special provision to the contrary, consist of members of the authority concerned and of such other persons, if any, as the authority in each case may think fit.

APPOINTMENT OF TEACHERS

10. (1) Save as otherwise provided every salaried officer and teacher of the University shall be appointed under a written contract, and the conditions of service relating to them, shall as far as possible be uniform except in respect of salaries payable to them.
- (2) The contract shall be lodged with the Registrar and a copy thereof shall be furnished to the officer or teacher concerned.

TEACHING, ADMISSION OF STUDENTS AND RECOGNITION OF DEGREES AND DIPLOMAS.

11. The courses of study and curricula shall be those prescribed.
- (1) No student shall be eligible for admission to course of study qualifying for admission to University examination unless he has passed the examination prescribed as qualifying for admission to such course or an examination recognised by the Planning and Monitoring Board as equivalent thereto and possesses such other qualification if any, as may be prescribed.
 - (2) Every candidate for a University Examination shall unless exempted in accordance with the Regulations prescribed be an enrolled member of the University.
 - (3) The University shall recognise by every degree conferred or diploma granted by any other University in the State as equivalent to the corresponding degree or diploma conferred or granted by the University.

DISQUALIFICATION FOR MEMBERSHIP

12. No person shall be qualified for nomination as a member of any of the authorities of the University if he
- (a) is, at the date of nomination of unsound mind, a minor, a deaf-mute or is suffering from leprosy; or
 - (b) applies to be adjudicated as an insolvent or is an undischarged insolvent; or
 - (c) has been convicted and sentenced by a criminal court to transportation or imprisonment for a period of more than one year for an offence involving moral turpitude unless such sentence has been reversed or the offence has been pardoned or a period of five years has elapsed from the date of the expiration of the sentence.

DISPUTES AS TO CONSTITUTION OF OPEN UNIVERSITY AUTHORITIES:

13. Save as otherwise provided, if any question arises whether a person has been duly appointed or nominated or is entitled to be a member of any Authority of the University, the question shall be referred to the Chancellor, whose decision thereon shall be final.

***CONSTITUTION OF ADVISORY COMMITTEE :**

14. The University shall have power to constitute an Advisory Committee to ascertain from time to time, the views and suggestions of the students in regard to the functioning of distance education. The constitution and functions of the Advisory Committee shall be such as may be provided by regulations.

*(Inserted by Section 8 (21) (H) of A.P. University Acts (Second Amendment) Act, 1985).

***STATUTE No. 15**

APPOINTMENT, TERMS AND CONDITIONS OF SERVICE AND POWERS AND FUNCTIONS OF THE REGISTRAR

In exercise of the powers conferred by clause (b) of Section 24 and sub-section (2) of Section 25 read with sub-sections (1) & (2) of Section 12 of the Andhra Pradesh Open University Act, 1982 (Act No. 11 of 1982) as amended by the Andhra Pradesh University Acts (Second Amendment) Act, 1985 (Act No. 17 of 1985), the Executive Council makes the following Statute in respect of appointment, terms and conditions of service, and powers and duties of the Registrar, namely:

1. The Registrar shall be a whole time paid officer of the University appointed by the Executive Council on the recommendation of a Selection Committee consisting of the following members:
- (i) The Vice-Chancellor who shall be the Chairman; and
 - (ii) two persons nominated by the Executive Council one from among its members, not being an employee of the University, and another being an educational administrator.

2. The qualifications and procedures of recruitment shall be prescribed by the Executive Council.
3. The tenure of appointment of the Registrar shall be three years, renewable for further periods of three years from time to time by the Executive Council.
4. The salary of the Registrar shall be fixed by the Executive Council on the recommendation of the Selection Committee and with the approval of the State Government.
5. The Registrar shall be the custodian of the records, common seal of the University and all movable and immovable properties of the University including securities, grants, endowments and cash of the University.
6. (a) He shall conduct all official correspondence relating to the University and be responsible for the proper maintenance of all records of the University.
(b) He shall represent the University in suits or legal proceedings by or against the University, sign powers of attorney and vakalats and verify pleadings.
7. (a) He shall, under instructions of the Vice-Chancellor, issue all notices concerning meetings of the Executive Council, the Academic Senate, the Planning and Monitoring Board and any other committee or bodies constituted under the provisions of the Act.
(b) He shall attend the meetings of the Executive Council, the Academic Senate and the Planning and Monitoring Board and shall act as Secretary and keep the minutes of the proceedings of the meetings.
8. All contracts shall be signed by the Registrar on behalf of the University.
9. He shall realize and receive all grants from whichever source they may be and shall give receipts of discharge to all payments to the University.
10. He shall be responsible for the general discipline of the University Office.
11. He shall be responsible for the arrangements connected with the conduct of all University examinations.
12. He shall maintain a register of all Degrees and Diplomas conferred by the University.
13. He shall maintain a register of all the Registered Graduates of the University in the prescribed form.
14. He shall exercise such other functions and discharge such other duties as may from time to time be entrusted to him by the Vice-Chancellor under whose direction and control he shall function.
15. The Registrar may resign his office by giving one month's notice or the Executive Council may terminate his services on the recommendation of the Vice-Chancellor with one month's notice and subject to the usual procedures of disciplinary action.

*(Statute made by Executive Council in Resolution No. 2 of the Twelfth Meeting held on 11-8-1986 and assent of Chancellor accorded on 28-1-1987).

**TERMS AND CONDITIONS OF SERVICE AND
POWERS AND DUTIES OF THE FINANCE OFFICER**

In exercise of the powers conferred by clause (b) of Section 24 and sub-section (2) of Section 25 read with sub-sections (1) & (3) of Section 13 of the Dr. B.R. Ambedkar Open University Act, 1982 (Act No. 11 of 1982) as amended by the Andhra Pradesh University Acts (Second Amendment) Act, 1985 (Act No. 17 of 1985), the Executive Council makes the following Statute in respect of the terms and conditions of service and powers and duties of the Finance Officer, namely :

1. Terms and conditions of service
 - (a) The Finance Officer shall be a whole-time officer of the University appointed by the Executive Council from out of a panel of names suggested by the Government.
 - (b) The Finance Officer shall be appointed for a period of three years and shall be eligible for reappointment for a further period of three years.
 - (c) The pay and allowances, leave, age of superannuation and other conditions of service of the Finance Officer shall continue to be governed by the service rules applicable to him prior to his appointment as Finance Officer.
2. (1) In addition to the powers and duties conferred upon him by the provisions of the Act, the Finance Officer shall
 - (a) exercise general supervision over the funds of the University and shall advise the University as regards the measures to be adopted for implementing its financial policy, improving its financial resources and economising expenditure and also make suggestions on other matters relating to the finances of University;
 - (b) be responsible for the preparation of Annual Accounts and Budget of the University and for their presentation to the Finance Committee and Executive Council;
 - (c) have powers to pass bills and sign cheques for payments to be made out of University Funds;
 - (d) ensure that the budget provisions for recurring and non-recurring expenditure are not exceeded and that all moneys are spent for the purpose for which they are granted or allotted;
 - (e) keep a constant watch on the state of cash and bank balances and on the state of investment;
 - (f) ensure that the income and fees due to the University are collected and to watch the progress of collection of revenue and to give suggestions on the methods to be employed for immediate and proper collection of revenue;
 - (g) ensure that the salaries and other amounts due to the staff and others are paid promptly;
 - (h) ensure that the accounts of the University are properly kept and audited;
 - (i) ensure that the register of buildings, lands, furniture and equipment are maintained up-to-date and that stock checking is conducted by the respective officers of equipment, library books, stores and consumable materials in all offices, study centres, laboratories and other institutions maintained by the University;

- (j) devise and instal a suitable system of accounting and business procedure and prepare an Accounts Manual for the University;
 - (k) prescribe financial forms to be used in the University;
 - (l) development and operate an internal audit system so that the records relating to receipts and expenditure of moneys, maintenance of accounts and custody of property may be verified by audit;
 - (m) submit reports on the unauthorised expenses incurred or other financial irregularities noticed during internal audit to the Vice-Chancellor for necessary action against the persons responsible;
 - (n) perform such other work as may from time to time be entrusted by the Vice-Chancellor under whose direction and control he shall function.
- (2) The Finance Officer shall act as the Secretary of the Finance Committee, attend the meetings of the Finance Committee and shall keep the minutes of the proceedings.
- (3) The Vice-Chancellor may authorise any other Officer of the University to exercise the powers referred to above in the absence of the Finance Officer.

*(Statute made by Executive Council in Resolution No. 2 of the Twelfth Meeting held on 11-8-1986 and assent of Chancellor accorded on 28-1-1987)

***STATUTE No. 17**

THE FACULTIES - CONSTITUTION POWERS AND FUNCTIONS

In exercise of the powers conferred by sub-sections (1) (f), 2 & (3) of Section 18 read with Clause(a) of Section 24 and sub-section (2) of Section 25 of the Dr. B.R. Ambedkar Open University Act, 1982 (Act No. 11 of 1982) as amended by the Andhra Pradesh University Acts (Second Amendment) Act, 1985 (Act No. 17 of 1985), the Executive Council makes the following Statute in respect of the constitution, powers and functions of the Faculties of the University, namely :-

1. The University shall include the Faculties of
- (a) Arts
 - (b) Science
 - (c) Commerce
 - (d) Law
 - (e) Education
 - (f) Audio Visual Aids and Mass Media
 - (g) Social Sciences
 - (h) Technology

2. (a) Each Faculty shall consist of the departments of teaching specified hereunder:

Faculty	Department
Arts	1. English & Foreign Languages
	2. Telugu Studies
	3. Hindi
	4. Urdu
	5. Philosophy
	6. Theatre Arts
Science	1. Mathematics
	2. Physics
	3. Chemistry
	4. Botany
	5. Zoology
	6. Geology
	7. Statistics
Commerce	1. Commerce
	2. Business Management
Law	1. Legal Studies
Education	1. Education
	2. Adult Education
	3. Distance Education
Social Sciences	1. Economics
	**2. Political Science and Public Administration
	3. History
	4. Geography
	5. Sociology

	6.	Psychology
	7.	Library and information Science
	***	Public Relations
Audio Visual Aids and Mass Media	1.	Mass Communication and Journalism
Technology	1.	Engineering
	2.	Technology
	3.	Applied Sciences

(b) The Vice-Chancellor shall have the power to include or delete any department from any Faculty.

** Department of Political Science and Public Administration declared as separate departments from 07-12-1989 vide :University Orders No. 566/ Admn.I/103/89-90, dated 07-12-1989.

*** Department of Public Relations included in the Faculty of Social Sciences vide University Orders No. 1730/Admn.I/103/89-90, dated 03-10-1989.

(c) There shall be Head for each Department who shall be appointed by the Vice-Chancellor from among the Professors and Associate Professors in the Department: Provided that if there is no Professor or Associate Professor in the Department, the Dean of the concerned Faculty shall act as the Head.

3. Each Faculty shall have a Board of Studies consisting of:

1. The Dean
2. Professor(s), Associate Professor(s) of that Faculty.
3. Such other persons as are nominated by the Vice-Chancellor for a period of three years to give adequate representation to the subjects taught in the Faculty.
4. Two part-time teachers associated with the contact programmes of the Faculty to be nominated by the Vice-Chancellor for a period of three years.
5. One member of the Audio-Visual staff associated with the Faculty work to be nominated by the Vice-Chancellor for a period of three years.

4. The Board of Studies of the Faculty shall have the following powers and functions, namely :-

- a. to organise and coordinate all academic activities in the Departments included in the Faculty;
- b. to recommend to the Academic Council the courses of studies and scheme of examinations and regulations for the different Departments suo motu or on the recommendations of the committees, if any, constituted for the purpose;
- c. to deal with any academic matter referred to by the Vice-Chancellor, the Executive Council or Academic Council;
- d. to hold meetings of the Faculty or joint meeting of the Faculty with any other Faculty to consider academic matters of common interest;

- e. To recommend to the Vice-Chancellor for the constitution of panels of experts or any other such academic bodies to aid and advise the Faculty in organizing the academic programmes in various Departments of the Faculty;
 - f. to recommend to the Vice-Chancellor a panel of persons suitable for appointment as Examiners and Paper Setters in the Departments of the Faculty,
 - g. to frame rules for evaluation of response sheets received from the students;
 - h. to recommend to the Vice-Chancellor the constitution of course teams for the preparation of course material which includes printed material and audio visual material; and
 - i. to perform such other functions as maybe assigned to it by the Vice-Chancellor from time to time.
5. The Board of Studies of the Faculty shall meet at the time, on the date and at the place to be fixed by the Registrar at the request of the concerned Deans.

*(Statute made by Executive Council in Resolution No. 2 of the Twelfth Meeting held on 11-8-1986 and assent of Chancellor accorded on 28-1-1987)

*STATUTE No. 18

TERMS AND CONDITIONS OF THE OFFICE OF DEAN OF FACULTY

In exercise of the powers conferred by Clause (h) of Section 24 and sub-section (2) of Section 25 read with clause (b) if sub-section (4) of Section 18 of the Andhra Pradesh Open University Act, 1982(ActNo.II of 1982) as amended by the Andhra Pradesh University Acts (Second Amendment) Act, 1985(ActNo. 17 of 1985), the Executive Council makes the following Statute in respect of the terms and conditions of the office of Dean of Faculty, namely :-

1. There shall be a Dean for each Faculty who shall be appointed by the Vice-Chancellor from among the Professors in the Faculty for a period of 3 years at a time by rotation. If there is no Professor in the Faculty, the Vice-Chancellor or a Director nominated by him shall act as the Dean.
2. During the temporary absence of the Dean of a Faculty, the Vice Chancellor shall nominate the next senior person of the Faculty, to act as Dean of a Faculty.
3. Duties and Powers of Dean of a Faculty:
 - (a) He shall preside over the meetings of the Board of Studies of the Faculty concerned.
 - (b) He shall have the right to be present and to speak at any meeting of any committee of the Faculty.
 - (c) He shall present the candidates for Degrees in respect of the Faculty concerned at the Convocation.
 - (d) He shall assist the Vice-Chancellor in maintaining standards and coordinating academic activities of the University in the Faculty concerned.
 - (e) He shall be responsible for planning and development of the courses and research activities of the Faculty.
 - (f) He shall coordinate with other Faculties in the work relating to the inter-disciplinary courses and other academic programmes.

- (g) He shall allocate the work to the members of the academic and other staff of the Faculty subject to the rules of the University.
- (h) He shall be responsible for the maintenance of course material production schedule (including audio visual material).
- (i) He shall be responsible to provide guidance for conducting the contact and counselling programmes at Study Centres relating to the Faculty.

*(Statute made by Executive Council in Resolution No. 2 of the Twelfth Meeting held on 11-8-1986 and assent of Chancellor accorded on 28-1-1987)

***STATUTE No. 19**

PREPARATION OF ANNUAL REPORT OF THE UNIVERSITY

In exercise of the powers conferred by clause (h) of Section 24 and sub-section (2) of Section 25 read with Section 27 of the Andhra Pradesh Open University Act, 1982 (Act No. 11 of 1982), the Executive Council hereby makes the following Statute in regard to preparation of the Annual Report of the Andhra Pradesh Open University, namely :-

The Executive Council shall prepare the Annual Report for the previous academic year ending with 30th June, before the 31st of October of each year.

*(Statute made by Executive Council in Resolution No. 2 of the Twelfth Meeting held on 11-8-1986 and assent of Chancellor accorded on 28-1-1987)

***STATUTE No. 20**

PREPARATION OF THE FINANCIAL ESTIMATES OF THE UNIVERSITY

In exercise of the powers conferred by clause (h) of Section 24 and sub-section 25 read with Section 29(f) of the Andhra Pradesh Open University Act, 1982 (Act No. 11 of 1982) as amended by the Andhra Pradesh University Acts (Second Amendment) Act, 1985 (Act No. 17 of 1985), the Executive Council hereby makes the following Statute in regard to preparation of the Financial Estimates of the Andhra Pradesh Open University, namely :-

1. The Finance Officer shall prepare before the 15th February each year or any other date as may be fixed by the Executive Council, the financial estimates for the ensuing financial year along with the annual accounts for the preceding financial year, whether audited or not, and the revised estimates for the current financial year. The financial estimates shall be subject to the provisions and as prescribed by the Andhra Pradesh Open University Act, 1982.
2. The Finance Officer shall submit such financial estimates to the Finance Committee for consideration and submit to the Executive Council for approval before the close of the current financial year.
3. Unspent balance of budget allotments at the close of the financial year shall lapse and shall not be available for expenditure in a succeeding year except under the budget of that year.

*(Statute made by Executive Council in Resolution No. 2 of the Twelfth Meeting held on 11-8-1986 and assent of Chancellor accorded on 28-1-1987)

STATUTE No. 21

CONVOCATION FOR CONFERRING DEGREES & DIPLOMAS

In exercise of the powers conferred by sub-section (d) of Section 24 read with sub-section (2) of Section 25 of the A.P. Open University Act (Act No. 11 of 1982) as amended by the A.P. University Acts (Second Amendment) Act, 1985 (Act No. 17 of 1985), the Executive Council makes the following Statute in respect of the holding of Convocation for conferring Degrees and Diplomas:

1. (i) Convocation for the purpose of conferring Degrees and Diplomas shall be held once in a year which shall be called the Annual Convocation on the date and time fixed by the Executive Council subject to the approval of the Chancellor.
- (ii) A Special Convocation may also be held on such other times as may be found necessary or convenient. The date and time for such Special Convocation shall be fixed by the Executive Council subject to the approval of the Chancellor.
- (iii) Not less than 45 days / notice of the Annual Convocation and so much notice of any other Convocation shall be given by the Registrar under the direction of the Vice-Chancellor.

2. (i) Every candidate for a Degree/Diploma, Postgraduate Degree and Research Degree who passed the examination prescribed therefor shall receive in person the respective Degree or Diploma together with any prize or medal concerning it at the Convocation.

It shall, however, be competent for the Vice-Chancellor, for satisfactory reasons shown, to present candidates who are declared eligible for the award of their respective Degrees/Diplomas with their Degrees/Diplomas in advance on payment of a fee of Rs. 40/- along with the application. All such cases shall be reported to the succeeding convocation for confirmation.

- (ii) Such candidates as are unable to present themselves in person at the Convocation for a Degree/Diploma may, on payment of the prescribed fee, be admitted in absentia to that degree.
3. (i) Candidates for Degrees/Diplomas shall submit to the Registrar their applications for award of their Degrees/Diplomas either in person or in absentia in the prescribed form with the following fees :

Fees for Degree/Diploma in person Rs. 100/-

Fees for Degree/Diploma in absentia Rs. 200/-

A late fee of Rs. 5/- (Rupees Five) per day shall be paid upto a period of one week beyond the last date prescribed for receipt of applications. No application shall be entertained after one week from such last date prescribed.

No candidate who has not thus sent in his application with the prescribed fee shall receive Degree/Diploma in the Convocation.

- (ii) Such candidates who have intimated that they would attend but are unable to present themselves at the Convocation, may obtain their Degrees/ Diplomas in person from the Registrar within one week from the date of Convocation. The Degree/Diploma will be sent by Registered Post on requisition, on payment of an additional fee of Rs. 50/-
- (iii) Such candidates who apply for Degrees/Diplomas subsequent to the Convocation at which they should have applied for conferring the Degrees / Diplomas shall pay a fee of Rs. 40/- if they submit the applications within one year from the date of such Convocation and Rs. 50/- if they apply thereafter.

4. The Degrees and Diplomas of the University shall be valid only if they bear the seal of the University and are signed by the officer authorised to do so.
5. The Chancellor may invite an eminent person on the recommendation of Executive Council to deliver the Convocation address.
6. The Chancellor shall preside and conduct the Convocation. In the absence of the Chancellor, the Vice-Chancellor shall preside and conduct the Convocation.
7. (a) A Special Meeting of the Executive Council shall be held before the time fixed for Convocation for the purpose of conferring Degrees and Diplomas.
(b) The Grace Committee consists of the Chancellor, the Vice-Chancellor, the members of the Executive Council, the Directors, the Deans of Faculties and the Registrar.
(c) The Chancellor will, on arrival, be received by the Vice-Chancellor and the Registrar at the venue of the Convocation, and then conducted to the venue of the Grace Committee. On the Chancellor taking his seat, a Dean or a member of the Executive Council will supplicate grace for admission of the candidates to the various Degrees and Diplomas in the following words :

"Mr. Chancellor, I beg to move that a Grace of the Executive Council be passed that the persons whose names are herewith appended and whom the Executive Council, on the report of the Examiners duly appointed, has certified to be qualified severally for the respective Degrees, Diplomas and Medals as detailed in the list appended, be admitted to the respective Degrees, Diplomas and Medals."

Another Dean or a member of the Executive Council will second the supplication, whereupon the Chancellor will put the question "Doth it please you that this Grace be passed?" and the Executive Council assenting, the Chancellor shall declare "The Grace is passed".

8. The Chancellor, the Vice-Chancellor and the Distinguished Guest who has been invited to address the candidates and the other members of the Grace Committee shall walk in a procession to the place where the Degrees and Diplomas are to be awarded.
9. The Chancellor, the Vice-Chancellor, the Distinguished Guest, the members of the Grace Committee shall appear in academic robes prescribed for the occasion. The candidates shall appear in white dress with appropriate badges prescribed for them.
10. On the procession entering the Convocation Hall, the candidates and the guests (invitees) shall rise and remain standing until the Chancellor, the Vice-Chancellor, the Distinguished Guest and the members of the Grace Committee have taken their seats.
11. The Chancellor, the Vice-Chancellor, the Distinguished Guest and the members of the Grace Committee having taken their places, the Chancellor (or the Vice-Chancellor) shall say :

"This Convocation of the Dr. B.R. Ambedkar Open University has been called to confer Degrees and Diplomas upon the candidates who have been certified to be worthy of the Degrees / Diplomas by the Executive Council."

12. Honorary Degrees, if any, shall be conferred immediately after the opening of the Convocation. The recipient of such a Degree shall be presented ordinarily by the Vice-Chancellor followed by a citation by the Vice-Chancellor/a member of the Executive Council a Dean. The Chancellor (or the Vice-Chancellor) in presenting the Diploma of the Honorary Degree shall say to the recipient:

"By virtue of the authority vested in me as Chancellor (or Vice-Chancellor) of the University, I admit you to the degree of..... Honoris Causa on account of your eminent position and attainments."

13. The following shall be the order of presentation of candidates for conferring the Degrees and Diplomas :

- (a) Research Degrees (Ph.D. & M.Phil)
- (b) Postgraduate Degrees/Diplomas
- (c) First Degrees in (i) Arts; (ii) Science; (iii) Commerce; (iv) Law; (v) Education; (vi) Audio-visual aids & Mass Media; (vii) Social Sciences; (viii) Technology Faculties.

14. With the candidates for the Degrees and Diplomas standing, the Chancellor (or Vice-Chancellor) shall put to them the following questions to which the candidates shall answer in words "I do promise" :

Question 1 : "Do you solemnly and sincerely promise and declare that, if admitted to the Degrees/ Diplomas for which you have been recommended, you will, in your daily life and conversation, conduct yourselves as become members of this University?"

Answer : "I do promise".

Question 2 : "Do you solemnly and sincerely promise and declare that to the utmost of your opportunity and ability, you will use your powers for the promotion of true learning and in the service of your fellowmen"?

Answer : "I do promise".

Question 3 : "Do you promise that you will faithfully and diligently fulfil the duties of the profession to which you will eventually belong and that you will, on all occasions, maintain its purity and reputation"

Answer : "I do promise"

15. Then the candidates shall be presented in batches to the Chancellor (or the Vice-Chancellor) by the Deans of the respective Faculties or by any member of the Executive Council who shall say for each batch :

"Mr. Chancellor (or Mr. Vice-Chancellor)

Sir,

I present you this candidate (or these candidates) to you and pray that he (or they) may be admitted to the Degree/Diploma of.....".

16. When all the candidates for the same Degree/Diploma have been presented, the Chancellor (or the Vice-Chancellor) shall say to the candidates, who shall remain standing:

"By virtue of the authority vested in me as Chancellor (or Vice-Chancellor) of the Dr. B.R. Ambedkar Open University, I admit you to Degree / Diploma of and I charge you throughout your life to prove worthy of this Degree / Diploma".

17. When all the candidates have been presented, the Registrar shall lay the record of the Degrees/ Diplomas that have been conferred before the Chancellor (or the Vice-Chancellor) who shall affix his signature thereto.

18. The Vice-Chancellor will present the report reviewing the activities of the University.
19. The Distinguished Guest will then address the Convocation.
20. At the close of the address, the Chancellor, the Vice-Chancellor and the members of the Grace Committee shall rise and the Chancellor (or the Vice-Chancellor) shall then say:

" I DECLARE THE CONVOCATION DISSOLVED".

21. Then the Chancellor, the Vice-Chancellor, the Distinguished Guest and the members of the Grace Committee shall retire in procession to the venue of the Grace Committee, the graduates and guests standing.

*(Statute made by Executive Council in Resolution No. 1 of the Fourteenth Meeting held on 27-10-1986 and Resolution No. 1 of the Eighteenth Meeting of the Executive Council held on 2-3-1987 and assent of Chancellor accorded on 18-5-1987)

***STATUTE No. 22**

INSTITUTION OF GOLD MEDALS AND BOOK PRIZES AND ADMINISTRATION OF ENDOWMENTS

In exercise of the powers conferred by clause (g) of Section 24 of the A.P. Open University Act, 1982 as amended read with clause (9) of Statute 5 of the First Statutes set out in the Schedule to the Act, the Executive Council hereby makes the following Statute relating to institution of Gold Medals and Book Prizes and administration of endowments:

The University shall accept offers of endowments for the institution of Gold Medals and Book Prizes on the following conditions:

1. The endowment offered for the institution of a Gold Medal/Book Prize shall not be less than the following amounts:

a. Gold Medal	Rs. 50,000/-
b. Book Prize	Rs. 25,000/-
2. The Book Prize shall be awarded in the form of books as per the choice of the donor concerned or in the absence of such a choice, as approved by a committee constituted by the Vice-Chancellor for the purpose.
3. The acceptance of an endowment by the University shall not restrict the academic freedom of the University.
4. The institution of Gold Medals / Book Prizes out of endowments offered shall be made with the approval of the Vice-Chancellor.
5. The amounts of endowments received by the University shall be invested in separate long term Fixed Deposit accounts in any of the nationalised banks and separate subsidiary accounts maintained for each endowment. The annual interest on such Fixed Deposits shall be utilised for the award of Gold Medals or prizes for which the endowments have been made. Savings, if any, from the annual interest due to non-award of any Gold Medal/Book Prize in any year shall be added to the corpus of the endowment fund.
6. The endowment funds shall not be diverted for any other purpose.

7. The award of Gold Medals or Book Prizes shall be made to the students of the University adjudged eligible for the respective awards on such basis as per the choice of the donors concerned, subject to the condition that the awards shall not be restricted to students of a particular caste, creed, community, religion and race. The selection of the awardees of Gold Medals or Book Prizes shall be approved by the Executive Council.
8. The Gold Medal or the Book Prize, as the case may be shall be awarded after one year of the receipt of the respective endowment. However, if the donor wishes that the award of the Gold Medal or the Book Prize should be started from the year in which the endowment is offered, then the donor shall pay an additional amount equal to 10% of the endowment.
9. The Gold Medals or Book Prizes shall be awarded to the eligible candidates at the annual Convocation of the University.
10. The names and addresses of the students to whom the Gold Medals or Book Prizes are awarded, shall be communicated to the donors concerned.

*(Statute made by Executive Council in Resolution No. 14 of the Seventeenth Meeting held on 28-01-1987 and assent of Chancellor accorded on 18-5-1987)

*STATUE No. 23

Dr. B.R. AMBEDKAR OPEN UNIVERSITY GENERAL (NON CONTRIBUTORY) PROVIDENT FUND RULES, 1985

In Exercise of the powers conferred by clause (e) of Section 24 read with Section 34 of the Andhra Pradesh Open University Act (Act No. 11 of 1982) as amended by Dr. B.R. Ambedkar Open University Acts (Second Amendment) Act, 1985 (Act No. 17 of 1985), the Exercise Council hereby makes the following Statute in regard to constitution of a Provident Fund for the employees of the Dr. B.R. Ambedkar Open University, namely :-

Short Title, Commencement and Definitions :

1. (a) These rules may be called the Dr. BRAOU General (Non-contributory) Provident Fund Rules, 1985.
- (b) They shall come into force from 1st November, 1985. Definitions:
2. (1) In these rules, unless there is anything repugnant in the subject or context:
 - (a) 'Account Officer' means the Finance Officer or any other officer in charge of P.F. section in the Accounts Branch of the University.
 - (b) Save as otherwise expressly provided,

'Emoluments' means pay, leave salary or subsistence grant as defined in the Fundamental Rules of the Government of Andhra Pradesh and includes dearness pay appropriate to pay, leave salary or subsistence grant, if admissible and any remuneration of the nature of pay received in respect of foreign service.
 - (c) 'Family' means -
 - (i) in the case of a male subscriber, the wife or wives and children of the subscriber, and the widow or widows and children of a deceased son of the subscriber :

Provided that if a subscriber proves that his wife has been judicially separated from him or has ceased under the customary law of the community to which she belongs to be entitled to maintenance, she shall henceforth be deemed to be no longer a member of the subscriber's family in matters to which these rules relate, unless the subscriber subsequently indicates by express notice in writing to the Account Officer that she shall continue to be so regarded; and

- (ii) in the case of a female subscriber, the husband and children of a subscriber, and the widow or widows and children of a deceased son of a subscriber:

Provided that if a subscriber by notice in writing to the Account Officer expresses her desire to exclude her husband from her family, the husband shall henceforth be deemed to be no longer a member of the subscriber's family in matters to which these rules relate, unless the subscriber subsequently cancels formally in writing her notice excluding him.

Note I : "Children" means legitimate children.

Note II : An adopted child shall be considered to be a child when the Account Officer or if any doubt arise & in the mind of the Account Officer the legal adviser to the Dr. B.R. Ambedkar Open University is satisfied that under the personal law of the subscriber, adoption is legally recognized as conferring the status of a natural child, but in this case only.

Note III : A child of one person given in adoption to another shall not be considered to be the child of the former, if the Account Officer or if any doubt arises in the mind of Account Officer the legal adviser to the Dr. B.R. Ambedkar Open University is satisfied that under the personal law of the persons concerned such adoption is legally recognised and in that case only.

(d) "Fund" means the A.P.O.U. General (N.C) ^{provident} President Fund established and maintained under these Rules.

(e) "Leave" means any variety of leave recognised by the leave rules applicable to the University employee concerned.

(f) "University" means the Dr. B.R. Ambedkar Open University.

(g) "Year" means a financial year.

(2) Any other expression used in these rules which is defined either in the Provident Funds Act (XIX of 1925) (Vide Appendix-A) or in the Fundamental Rules of the Government of Andhra Pradesh is used in the sense therein defined.

3. (1) All University employees including those appointed temporarily who have put in a continuous service of one year shall subscribe to the Fund;

(2) All re-employed pensioners and University employees who have not completed one year's continuous service shall be eligible to subscribe to the Fund at their option;

(3) The last grade employees after completion of one year's continuous service shall be eligible to subscribe to the Fund at their option; and

(4) If a subscriber is reduced to the position of a last grade employee, he shall have an option to continue to subscribe or to cease to subscribe to the Fund until he is reinstated in superior service. If a University employee opts not to the Fund under this sub-rule he shall never the less retain his other right or liability as subscriber to the Fund and no final withdrawal of his deposits shall be allowed except on the happening of one or other of the contingencies provided in rules 15, 16 and 17.

Nominations

4. (1) A subscriber shall, as soon as maybe after joining the Fund, send to the Account Officer a nomination conferring on one or more persons the right to receive the amount that may stand to his credit in the Fund in the event of his death before that amount has become payable, or having become payable, has not been paid.

Provided that if, at the time of making the nomination, the subscriber has a family, the nomination shall not be in favour of any person or persons other than the members of his family.

- (2) If a subscriber nominates more than one person under sub-rule (1), he shall specify in the nomination the amount or share payable to each of the nominees in such manner as to cover the whole of the amount that may stand to his credit in the Fund at any time.
- (3) Every nomination shall be in such one of the forms set forth in the First Schedule as is appropriate in the circumstances.
- (4) A subscriber may at any time cancel a nomination by sending a notice in writing to the Account Officer :

Provided that the subscriber shall, along with such notice, send a fresh nomination made in accordance with the provisions of this rule.

- (5) A subscriber may provide in a nomination :-
- (a) in respect of any specified nominee, that in the event of his predeceasing the subscriber, the right conferred upon that nominee shall pass to such other persons as may be specified in the nomination;
- (b) that the nomination shall become invalid in the event of the happening of a contingency specified therein : provided that if at the time of making the nomination the subscriber has no family, he shall provide in the nomination that it shall become invalid in the event of his subsequently acquiring a family.
- (6) Immediately on the death of nominee in respect of whom no special provision has been made in the nomination under clause (a) of sub-rule (5) or on the occurrence of any event by reason of which the nomination becomes invalid in pursuance of clause (b) of sub-rule (5) or the proviso thereto, the subscriber shall send to the Account Officer a notice in writing cancelling the nomination, together with a fresh nomination made in accordance with the provisions of this rule.
- (7) Every nomination made, and every notice of cancellation given, by a subscriber shall, to the extent that it is valid, take effect on the date on which it is received by the Account Officer.

Note: The application for admission to the fund shall be sent in the form prescribed in Appendix-M. The nomination should invariably be sent along with the application. The acknowledgement of the receipt of application form and nomination as also the intimation of Account Number allotted should be sent by the Account Officer by a separate letter to the drawing officer.

Subscriber's Accounts

5. An account shall be prepared in the name of each subscriber and shall show the amount of his subscriptions with interest thereon calculated as provided in sub-rule (2) of Rule 10.

Conditions and Rates of Subscription :

6. (1) (a) A subscriber shall subscribe monthly to the Fund except during a period of suspension:

Provided that a subscriber may, at his option, elect not to subscribe during leave which either does not carry any leave salary or carries leave salary equal to or less than half pay or half average pay.

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

- (2) The subscriber shall intimate his election not to subscribe during the leave referred to in the first proviso to sub-rule (1) by written communication to the head of his Office/Branch as well as to the Account Officer before he proceeds on leave. Failure to make due and timely intimation shall be deemed to constitute an election to subscribe.

The election made or deemed to be made by a subscriber under this sub-rule shall be final.

- (3) A subscriber who has, under Rule 16 withdrawn the amount standing to his credit in the Fund shall not subscribe to the Fund after such withdrawal unless and until he returns to duty.

- (4) Notwithstanding anything contained in sub-rule (1), a subscriber may opt for the stoppage of subscriptions to the Fund four months prior to his retirement on superannuation.

Note 1 : The subscriber should inform the Account Officer and Head of Office/ Branch six months prior to his retirement on superannuation of his intention to stop his subscriptions to the Fund.

Note 2 : If information as in Note 1 above is not received by the Account Officer and Head of Office or Branch it shall be presumed that the subscriber would continue the subscriptions to the Fund till the date of retirement on superannuation.

Note 3 : If subscriber has opted for stoppage of subscriptions in terms of sub-rule (4), he may be permitted to suitably adjust his subscriptions to the Fund in the year of his retirement on superannuation to avail the maximum benefit of personal income tax.

Note 4 : No temporary advances shall be allowed to a subscriber opting for stoppage of subscriptions in terms of sub-rule (4) during the last four months of his service preceding retirement on superannuation.

Note 5 : Even in cases where a subscriber does not exercise his option in terms of sub-rule (4) there shall be no deduction towards Provident Fund subscription in the month in which a subscriber retires on super-annuation unless before the commencement of the said month the subscriber communicates to the Account Officer and Head of Office/Branch in writing his option to subscribe for the said month.

7. (1) The amount of subscription shall be fixed by the subscriber himself, subject to the following conditions:-

(a) It shall be expressed in whole rupees.

(b) It may be any sum, so expressed, not less than the percentages indicated in the Schedule below and not more than his emoluments.

THE SCHEDULE

Category of Employees	Minimum subscription	
1. Employees	(a)	Subscriber drawing 9% of emoluments not exceeding Rs.600/- per month, emoluments.
(i) whose age exceeds 45 years as on 1-11-1985; and those who have not insured their lives with Life Insurance Corporation of India or Postal Life Insurance;	(b)	Subscriber drawing 10% of emoluments exceeding Rs. 600/- but not exceeding Rs. 1000/- per month. emoluments.
(ii) who are not fit subjects for insurance.	(c)	Subscriber drawing 12% of emoluments exceeding Rs.1000/- p.m. emoluments.
2. Employees who do not fall under category-1 above.	(a)	Subscriber drawing 3% of emoluments not exceeding Rs.600/- p.m. emoluments.
	(b)	Subscriber drawing 4% of emoluments not exceeding Rs.600/- p.m. but not exceeding Rs. 1000/-p.m. emoluments.
	(c)	Subscriber drawing 6% of emoluments exceeding Rs. 1000/- p.m. emoluments

Note: Rounding of minimum percentage - If the percentage of emoluments represents a sum not expressible in whole rupees, the fraction of a rupee will be rounded to the nearest whole rupee, fifty paise and more counting as next higher rupee.

(2) For the purposes of sub-rule (1), the emoluments of a subscriber shall be -

- (a) In the case of subscriber who was in University service on the 31st March of the preceding year, the emoluments to which he was entitled on that date: provided as follows:-
- (i) If the subscriber was on leave on the said date and has elected not to subscribe during such leave or was under suspension on the said date, his emoluments shall be the emoluments to which he was entitled on the first day after his return to duty;
 - (ii) If the subscriber was on deputation out of India on the said date or was on leave on the said date and continues to be on leave and has elected to subscribe during such leave, his emoluments shall be the emoluments to which he would have been entitled had he been on duty in India or had he not been on leave;
 - (iii) If the subscriber joined the Fund for the first time under the operation of rule 3 on a day subsequent to the said date, his emoluments shall be the emoluments to which he was entitled on such subsequent date.
- (b) In the case of a subscriber who was not in University service on the 31st March of the

preceding year, the emoluments to which he was entitled on the first day of his service, or if he joined the Fund for the first time under the operation of rule 3 on a date subsequent to the first day of his service, the emoluments to which he was entitled on such subsequent date.

- (3) The subscriber shall intimate the fixation of the amount of his monthly subscription in each year in the following manner :-
- (a) If during the year, he has entered University service for the first time, or joins the Fund for the first time, by showing the rate of subscription in his application for admission to the Fund.
 - (b) If he was on duty on the 31st March of the preceding year by the deduction made in this behalf from his salary for that month;
 - (c) If he was on leave on the 31st March of the preceding year and elected not to subscribe during such leave or was under suspension on that date, he shall intimate the amount to be deducted towards subscription to the drawing officer after his return to duty;
 - (d) If he was on leave on the 31st March of the preceding year, and continues to be on leave and has elected to subscribe during such leave, by the deduction which he causes to be made in this behalf by the drawing officer from his salary bill for that month;
 - (e) If he was on foreign service on the 31st March of the proceeding year, by the amount remitted by him to the University on account of subscription for the month of April in the current year.
- (4) The amount of subscription so fixed may be:
- (a) reduced once at any time during the course of the year;
 - (b) enhanced twice during the course of the year ; or
 - (c) reduced and enhanced as aforesaid:

Provided that where the minimum rate of subscription prescribed in clause (b) of sub-rule (1) is revised by the University after the subscriber has fixed or enhanced the amount of his subscription for any year and the amount of subscription so fixed or enhanced is less than the revised minimum rate, he shall, with effect from the date of such revision, re-fix the amount of his subscription so as to accord with that revised minimum rate.

Provided also that if a subscriber is on duty for a part of a month and on leave for the remainder of that month and if he has elected not to subscribe during leave, the amount of the subscription payable shall be proportionate to the number of days spent on duty in the month.

8. When a subscriber is transferred to foreign service or sent on deputation out of India, he shall remain subject to the rules of the Fund in the same manner as if he were not so transferred or sent on deputation.
9. Realisation of Subscriptions
- (1) When emoluments are drawn from the University recovery of subscriptions and advances drawn from the Fund, shall be made from the emoluments themselves;
 - (2) When emoluments are drawn from any other source, the subscriber shall arrange to forward his dues monthly to the Account Officer by means of crossed demand draft drawn in favour of Registrar, Dr. BRAOU (PF A/C) on a bank having branch in Hyderabad.

- (3) If a University employee fails to subscribe with effect from the date on which he is required to join the Fund under sub-rule (1) of Rule 3, the total amount due to the Fund on account of arrears to subscription shall with interest thereon at the rate provided in Rule 10 forthwith be paid by the subscriber to the Fund, or in case of default be ordered by the Account Officer to be recovered by deduction from the emoluments of the subscriber by instalments or otherwise, as may be directed by the authority competent to sanction an advance from the Fund as specified in the Second Schedule.

10. Interest

- (1) Subject to the provisions of sub-rule (5), the University shall pay to the credit of the account of a subscriber interest at such rate as may be determined for each year according to the method of calculation prescribed from time to time by the Government of India for the payment of interest on subscriptions to the General Provident Fund in respect of central services.

- (2) Interest shall be credited with effect from the last day in each year in the following manner:-

- (i) On the amount at the credit of a subscriber on the 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 became payable.

- (3) In this rule, the date of deposit shall, in the case of a recovery from emoluments, be deemed to be the first day of the month in which it is recovered; and in the case of an amount forwarded by the subscriber, shall be deemed to be the first day of the month of receipt, if it is received by the Account Officer before the fifth day of that month, but if it is received on or after the fifth day of that month, the first day of the next succeeding month;

Provided that where there has been a delay in the drawal of pay or leave salary and allowances of a subscriber and consequently in the recovery of the subscriptions towards the Provident Fund, the interest on such subscriptions shall be payable from the month in which the pay or leave salary of the subscriber was due under the rules, irrespective of the month in which it was actually drawn provided that the delay is not due to any fault of the subscriber and is wholly due to circumstances beyond his control:

Provided further that when the emoluments for a month are drawn and disbursed on the last working day of the same month, the date of deposit shall, in the case of recovery of his subscription, be deemed to be the first day of the succeeding month.

- (4) In addition to any amount to be paid under rules 15, 16 and 17, interest thereon upto the end of the month preceding that in which the payment is made; or upto the end of the sixth month after the month in which such amount became payable, whichever of these periods be less, shall be payable to the person to whom such amount is to be paid:

Provided that where the Account Officer has intimated to that person (or his agent) a date on which he is prepared to make payment in cash, or has posted a cheque in payment to that

person, interest shall be payable only upto the end of the month preceding the date so intimated, or the date of posting the cheque, as the case may be.

Note 1 : If a subscriber holding a post in an officiating or temporary capacity exercises on the termination of his post the option allowed by rule 15 of leaving in the Fund the amount accumulated to his credit, interest shall be allowed on that amount for not more than a year after the termination of employment. If the subscriber subsequently obtains reemployment under University, deposits not withdrawn will commence again to bear interest from the date on which subscriptions are renewed.

Note 2 : Payment of interest in the Fund balances beyond a period of six months may be authorised by the Account Officer after he has personally satisfied himself that the delay in payment was occasioned beyond the control of the subscriber. In every such case, the administrative delay including delay in the Account Officer's Office involved in the matter shall be fully investigated and action, if any, required taken.

(5) Interest shall not be credited to the account of a Muslim subscriber if he informs the Account Officer that he does not wish to receive it, but if he subsequently asks for interest, it shall be credited with effect from the first day of the year in which he asks for it, or if he had joined the Fund during the year from the date of his joining the Fund.

(6) The interest on amounts which under sub-rule (3) of rule 9, rule 15 or 16 are replaced at the credit of the subscriber in the fund, shall be calculated at such rates, as may be successively prescribed under sub-rule (1) of this rule and so far as may be in the manner described in this rule.

(7) In case a subscriber is found to have drawn from the fund an amount in excess of the amount standing to his credit on the date of drawal, the overdrawn amount shall be repaid by him with interest thereon at the rate of 21/2% over and above the rate determined under sub-rule (1) irrespective of whether the overdrawal occurred in the course of an advance or a withdrawal or the final payment from the fund. In default, it shall be recovered by deduction in one lumpsum from the emoluments of the subscriber. If the total amount to be recovered is more than half of the subscriber's emoluments, recoveries shall be made in monthly instalments of moieties of his emoluments, till the entire amount, together with interest is recovered. The interest realised on the overdrawal amount shall be credited to University account under the appropriate receipt head of account.

11. Advances from the Fund

(1) An advance consisting of whole rupees and not exceeding in amount three months' pay or half the amount at the credit of the subscriber in the Fund, whichever is less, may be granted to him by the appropriate authority specified in the Second Schedule subject to the following conditions :-

(a) No advance shall be granted unless the sanctioning authority is satisfied that the applicant's pecuniary circumstances justify it, and that it will be expended on the following cases only :-

(i) to pay expenses in connection with the prolonged illness of the applicant or any person actually dependent on him;

Note: (1) An advance is permissible to meet the expenses on account of confinement.

i) in cases necessitating prolonged medical attention, prolonged stay in a hospital or protracted treatment; and

ii) in other circumstances involving expenditure disproportionate with the subscriber's income.

(2) A temporary advance is permissible to meet expenses on account of "Special Diet" specially prescribed by a Medical Officer in cases necessitating prolonged medical attention, prolonged stay in a hospital, or protracted treatment.

(ii) to pay for the overseas passage for reasons of health or education of the subscriber or any person actually dependent on him or to meet the cost of higher education of the subscriber or any person actually dependent on him in the following cases, namely :-

(a) for education outside India for academic, technical, professional or vocational course beyond the High School stage; and

(b) for education in India,

(1) In the case of an officer of and below the rank of Superintendent for all academic, medical, engineering or other technical or scientific course beyond the High School Stage.

(2) In case of teachers and officers of and above the rank of Asst. Registrar for any medical, engineering or other technical or specialised course beyond the high school stage;

Explanation I : Specialised course shall mean a course leading to M.Sc. (Agriculture) and B.Sc. (Agriculture) degrees in Agricultural Science, M.V.Sc., and B.V.Sc. degrees in Veterinary Science, but shall not include degree courses such as B.A., B.Com., B.Sc., M.A., M.Com., and M.Sc. degree courses.

Explanation II : The term "Cost of higher education" shall mean the amount of tuition fees and/or cost of text books, as certified by the Principal or other head of the educational institution concerned apart from cost of overseas passage for education outside India.

(iii) to pay obligatory expenses on a scale appropriate to the applicant's status which by customary usage the applicant has to incur in connection with his or her marriage or other ceremonies or marriages, funerals or other ceremonies of persons actually dependent on him :

Provided that the condition of actual dependence shall not apply in the case of son or daughter of the subscriber.

Note: An advance can be granted to a subscriber for celebrating the Birth Day Ceremony of the son or a daughter actually dependent on the subscriber under sub-clause (iii) of clause (a) of sub-rule (1) of Rule 11 provided it is obligatory by custom on the part of the subscriber to perform it.

(iv) to meet the cost of legal proceedings instituted by the subscriber for vindicating his position in regard to any allegations made against him in respect of any act done or purporting to be done by him in the discharge of his official duty, the advance in this case being available in addition to any advance admissible for the same purpose from any other University source:

Provided that the advance under this sub-clause shall not be admissible to a subscriber who institutes legal proceedings in any court of law either in respect of any matter unconnected with his official duty or against the University in respect of any condition of service or penalty imposed on him;

(v) to meet the cost of his defence where the subscriber is prosecuted by the University or where the subscriber engages a legal practitioner to defend himself in any enquiry in respect of any alleged official misconduct on his part;

(vi) to meet the cost of building or acquiring a suitable house for his residence including the

cost of site or repaying any outstanding amount on account of loan expressly taken for this purpose or reconstruction or making additions or alternations to a house already owned or acquired by a subscriber;

- (vii) to meet the cost of purchasing a house site or repaying any outstanding amount on account of loan expressly taken for this purpose;
- (viii) to meet the cost of constructing a house on a site purchased utilising the sum withdrawn under clause (vii) above;
- (ix) to meet the cost of acquiring a farm land and/or business premises within six months of the date of the subscriber's retirement;
- (x) to meet the cost of purchasing a motor car.

Note: 1. The sanctioning authority should satisfy himself that the applicant has an approved plan/permits/relevant documents, where necessary from the local authorities before sanctioning an advance under clauses (vi) to (x) above.

2. The subscriber shall furnish a certificate to the sanctioning authority within the period of one month from the date of withdrawal, or if he is on leave, within one month on return from leave, that the money withdrawn has been actually utilised for the purchase for which it was sanctioned i, under clauses (vi) to (x) above.

(b) the sanctioning authority shall record in writing its reasons for granting the advance;

(c) an advance shall not, except for special reasons to be recorded in writing, be granted to any subscriber in excess of the limit laid down in this rule or until repayment of the last instalment of any previous advance:

Provided that if the reason is of a confidential nature, it may be communicated to the Account Officer confidentially;

(d) notwithstanding anything contained in clause (c), the advance to be sanctioned for the purpose of sub-clause (iv) or sub-clause (v) of clause(a) shall not exceed three months' pay or rupees five hundred, whichever is greater, and shall in no case exceed half the amount at the credit of the subscriber.

Note: For the purpose of this rule, pay includes Dearness Pay where admissible.

(2) In fixing the amount of an advance, the sanctioning authority shall pay due regard to the amount at the credit of the subscriber in the Fund.

(3) When an advance is sanctioned under clause(c) of sub-rule before repayment 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.

Note: The subscriber to the Fund should apply for a temporary advance in Form (1) in Appendix 'F' and the sanction shall be issued in Form (2) of Appendix 'F'. All sanctioning authorities should communicate Forms (1) and (2) to the Account Officer.

12. (1) An advance shall be recovered from the subscriber in such number of equal monthly instalments as the sanctioning authority may direct, but such number shall not be less than twelve, unless the subscriber so elects, and more than twenty-four. In special cases where the amount of advance exceeds three month's pay of the subscriber under clause (c) of sub-rule (1) of rule 11, the sanctioning authority may fix such number of instalments to be more than twenty-four, but in no case more than thirty-six. A subscriber may, at his option, repay more than one

instalment in a month. Each instalment shall be a number of whole rupees, the amount of the advance being raised or reduced, if necessary, to admit of the fixation of such instalments.

- (2) Recovery shall be made in the manner prescribed in rule 9 for the realisation of subscriptions, and shall commence on the first occasion after the advance is made on which the subscriber draws pay or remuneration on foreign service for a full month. Recovery shall not be made, except with the subscriber's consent, while he is in receipt of subsistence grant or is on leave which either does not carry any leave salary or carries leave salary equal to or less than half pay as the case may be. The recovery may be postponed, on the subscriber's written request, by the sanctioning authority during the recovery of an advance of pay granted to the subscriber.
- (3) If an advance has been granted to a subscriber and drawn by him and the advance is subsequently disallowed before repayment is completed, the whole or balance of the amount withdrawn shall forthwith be repaid by the subscriber to the Fund, or in default, be ordered by the Account Officer to be recovered by deductions from the emoluments of the subscriber by instalments or otherwise.
- (4) Recoveries made under this rule shall be credited as they are made to the subscriber's account in the Fund.

PART FINAL WITHDRAWALS

13. A. Part final withdrawal from the Fund. (1) Subject to the conditions specified herein, part-final withdrawals may be sanctioned by an authority competent to dismiss the subscriber at any time after the completion of twenty years of service (including broken periods of service, if any) of a subscriber or within ten years before the date of his retirement on superannuation, whichever is earlier, from the amount standing to his credit in the Fund, for one or more of the following purposes, namely :-
- (a) to meet the cost of higher education including, where necessary, the travelling expenses of the subscriber or any child of the subscriber in the following cases, namely :-
 - (i) for education outside India for academic, technical, professional or vocational course beyond the High School stage, and
 - (ii) for any medical, engineering or other technical or specialised course in India beyond the High School stage;
 - (b) to meet the expenses in connection with the betrothal/marriage of the subscriber or his sons or daughters, and any other female relation actually dependent on him;
 - (c) to meet the expenses in connection with illness including where necessary, the travelling expenses of the subscriber and members of his family or any person actually dependent on him.
- (2) Subject to the conditions specified herein, part final withdrawals may be sanctioned by an authority competent to dismiss the subscriber at any time after the completion of 15 years of service (including broken periods of service, if any) of a subscriber or within ten years before the date of his retirement on superannuation, whichever is earlier, from the amount standing to his credit in the fund for one or more of the following purposes namely:
- (a) to build or acquire a suitable house for his residence including the cost of site or repaying any outstanding amount on account of loan expressly taken for this purpose or reconstruction, or making additions or alterations to a house already owned or acquired by a subscriber;

- (b) to purchase a house-site or repaying any outstanding amount on account of loan expressly taken for this purpose;
- (c) to construct a house on a site purchased utilising the sum withdrawn under clause (b) above.

NOTE (1): A subscriber who has availed himself of an advance under the rules for the grant of loans to University employees for housebuilding purpose, or was allowed any assistance in this regard from any other University source, shall be eligible for the grant of part final withdrawal under clauses (a) and (c), of this rule for the purposes specified therein and also for the purpose of repayment of any loan taken under the aforesaid scheme subject to the limit specified in the proviso to sub-rule (1) of rule 13-E and sub-rule (1) of rule 13-G.

NOTE (2): In cases where a subscriber has to pay in instalments for a site or a house constructed with the assistance from any other University source or purchased from or constructed by a co-operative house building society or the housing board, he shall be permitted to make a withdrawal as and when he is called upon to make a payment in any instalment. Every such payment shall be treated as a payment for a separate purpose.

- (3) Whenever a subscriber is in a position to satisfy the competent authority about the amount standing to his credit in the Fund Account with reference to the latest available statement of Fund Account together with the evidence of subsequent contribution, the competent authority may sanction part final withdrawal within the prescribed limits, as in the case of a refundable advance. In doing so, the competent authority shall take into account, any part-final withdrawal or refundable advance already sanctioned by it in favour of the subscriber. Where, however, the subscriber is not in a position to satisfy the competent authority about the amount standing to his credit or where there is any doubt about the admissibility of the part-final withdrawal applied for, a reference may be made to the Account Officer by the competent authority for ascertaining the amount standing to the credit of the subscriber with a view to enable the competent authority to determine the admissibility of the amount of part-final withdrawal. The sanction for the part-final withdrawal should prominently indicate the Fund Account Number and a copy of the sanction order for part-final withdrawal should invariably be endorsed to the Account Officer. The sanctioning authority shall be responsible to ensure that an acknowledgement is obtained from the Account Officer that the sanction for part-final withdrawal has been noted in the ledger account of the subscriber. In case the Account Officer reports that the part final withdrawal as sanctioned is in excess of the amount standing to the credit of the subscriber or otherwise inadmissible, the sum withdrawn by the subscriber shall forthwith be repaid in one lumpsum by the subscriber to the fund and in default of such repayment, it shall be ordered by the sanctioning authority to be recovered from his emoluments either in one lumpsum or in such number of monthly instalments as may be determined by the sanctioning authority. The following certificates shall be recorded on all sanctions issued for part-final withdrawal:

STATUTE No. 23

CERTIFICATES

Shri was last sanctioned a part-final withdrawal by this office for an amount of Rs..... (In Words)..... vide

or

Shri is understood (as stated by him) to have been last sanctioned a part-final withdrawal of Rs..... (in words).....

by

(sanctioning authority).

NOTE : The alternative certificate mentioned above, is to be recorded in the sanctions of those subscribers in whose case the particulars of last sanction for part-final withdrawals are not available with the office for one reason or other.

13-B Conditions for part-final withdrawal for higher education purposes: -(1) Any sum withdrawn by a subscriber at any one time for higher education specified in clause (a) of sub-rule (1) of rule 13-A, shall not ordinarily exceed three months' pay, or one half of the amount standing to the credit of the subscriber, whichever is less. The sanctioning authority may relax the above limits in special cases, but in no case should more than ten months' pay be sanctioned.

NOTE 1 : The part-final withdrawal from the fund will not ordinarily be allowed before the expiry of six months from the date of previous withdrawal, and in any case not more than two withdrawals should be allowed in any financial year.

NOTE 2 : The officer concerned should satisfy the sanctioning authority within a period of six months from the date of drawing the money that it has been utilised for the purpose for which it was intended; otherwise, the whole amount of withdrawal will be liable for recovery in one lumpsum.

NOTE 3 : Any amount withdrawn from the fund, which is found to be in excess of that actually required by the officer for the purpose should be redeposited forthwith in one lumpsum into the fund.

NOTE 4 : After the withdrawal has been made by the subscriber the sanctioning authority will satisfy himself within six months of the withdrawal that the conditions mentioned in Notes 2 and 3 above are fulfilled, and furnish a certificate to that effect to the Account Officer.

NOTE 5 : Notwithstanding anything contained in Notes 2 and 3 above, in cases where a portion of the money withdrawn is not likely to be spent within six months of the date of withdrawal and the officer contemplates making a further withdrawal during the following half year, he may by intimating in writing to the sanctioning authority, before the expiry of the said period of six months, adjust the excess amount in the proposed withdrawal, provided that such excess amount is not more than 10 percent of the amount utilised and action to withdraw the further amount is taken within one month of the expiry of

the six months period.

- NOTE 6 (i):** Only one part-final withdrawal can be allowed for the same purpose. In this context the education of different daughters/sons will not be treated as the same purpose.
- (ii) An advance and a part-final withdrawal from the Fund for the same purpose shall not be sanctioned together which means that a person shall be granted either an advance or a part-final withdrawal for a particular purpose subject to the conditions mentioned in rule 13-A and the advance which is subsequently converted into part-final withdrawal should be treated as a part-final withdrawal under rule 13-A that is to say, if a person has got an advance converted into a part-final withdrawal under rule 13-J, he shall not be allowed another part-final withdrawal for the same purpose under rule 13-A.
- NOTE 7:** The principle mentioned in Note 6 above shall also apply to advances under rule 11(1) (ii) for higher education.

13-C Conditions of part-final withdrawals for meeting the expenses in connection with illness of the subscriber or any person actually dependent on him.-Any sum withdrawn by a subscriber at anytime, for meeting the expenses in connection with illness of the subscriber or any person actually dependent on him, shall not ordinarily exceed one-half of such amount or six months' pay, whichever is less. The sanctioning authority may, however, sanction the withdrawal of an amount in excess of this limit up to 3/4ths of the balance at his credit in the Fund having due regard to (i) the object for which the withdrawal is being made, (ii) the status of the subscriber and (iii) the amount to his credit in the Fund.

- NOTE 1:** Only one part-final withdrawal can be allowed for the same purpose and the illness of the subscriber or his dependents on different occasions will not be treated as the same purpose. An advance and a part-final withdrawal for the same purpose should not be sanctioned together which means that a person shall be granted either an advance or a part-final withdrawal for a particular purpose subject to the conditions mentioned in rule 13-A and the advance which is subsequently converted into part-final withdrawal should be treated as a part-final withdrawal under rule 13-A that is to say, if a person has got an advance converted into a part-final withdrawal under rule 13-J, he shall not be allowed another part-final withdrawal for the the same purpose under clause (c) of rule 13-A.
- NOTE 2:** The principle mentioned in Note 1 above shall also apply to advance for illness under sub-rule (1) of rule 11.

13-D Conditions for part-final withdrawals for marriage and betrothal ceremonies - Any sum withdrawn by a subscriber at any one time for one or more of the purposes specified in clause (b) of sub-rule (1) of rule 13-A shall be as follows:-

- (i) In the case of marriage and betrothal ceremony of the subscriber's daughters and any other female relation actually dependent on him, the amount of part-final withdrawal in respect of each marriage will be normally limited to six months' pay or one half of the amount standing to his credit, whichever is less. The relaxation of the limit to 10 months pay in special cases shall be subject to a further limitation of half the balance at the credit of the subscriber.
- (ii) In the case of marriage and betrothal ceremony of subscriber's sons, the amount of part-final withdrawal in respect of each marriage will be normally limited to three months' pay of the subscriber or one half of the amount standing to his credit whichever is less and in special cases, the sanctioning authority may relax the above limit but in no case will more than 6 months' pay subject to a further limitation of half the balance at the credit of the subscriber be sanctioned.

- NOTE 1 :** A subscriber may be permitted to make a part-final withdrawal both on the occasion of the betrothal ceremony and the marriage ceremony. Each occasion shall be treated as separate purpose for the purpose of sub-rule (1) of rule 13-A.
- NOTE 2 :** Where the University employee subscribes to more than one Provident Fund, withdrawal in terms of this rule will be permitted only in respect of one of the provident funds which may be selected for this purpose by the subscriber, the amount being regulated with reference to the total sum at the credit of the subscriber in all the Provident Funds to which he is subscribing.
- NOTE 3 :** If two or more marriages are to be celebrated simultaneously, the amount admissible in respect of each marriage will be determined as if the advances are sanctioned separately one after the other .
- NOTE 4 :** In respect of the same marriage, a subscriber may either withdraw the money in terms of this rule or draw an advance under rule 11.
- NOTE 5 :** The withdrawal may be allowed to the subscriber either not earlier than three months preceding the month in which the marriage is performed or within a period of three months after the performance of the marriage for which the expenditure has already been incurred.
- NOTE 6 :** The subscriber shall furnish a certificate to the sanctioning authority within the period of one month from the date of the marriage, or if he is on leave, within one month on return from leave, that the money withdrawn has actually been utilised for the purpose for which it was intended. If the subscriber fails to furnish the requisite certificate or if the amount withdrawn is utilised for a purpose other than that for which sanction was accorded the entire amount shall be re-deposited forthwith into the fund in one lumpsum.
- NOTE 7:** Any amount actually withdrawn from the fund which is found to be in excess of that actually utilised by the subscriber for the purpose shall be re-deposited forthwith in one lumpsum into the Fund.
- NOTE 8 :** Cases necessitating relaxation of any of the terms and conditions shall be referred to the Vice-Chancellor.
- NOTE 9 :** After the withdrawal has been made by the officer concerned, the sanctioning authority shall satisfy himself within six months of the withdrawal that the conditions mentioned in Notes 5 and 6 above are fulfilled and shall furnish a certificate to that effect to the Account Officer.
- NOTE 10:** Marriage is foreseeable event and ordinarily it should not be difficult for the University employee concerned to make up his mind beforehand whether he would be able to meet the entire expenditure thereon from his private resources or whether he would have to resort to a part-final withdrawal from his provident fund account for this purpose, and in the latter case the subscriber has to apply for the part-final withdrawal sufficiently in advance of the date of marriage. Where, however, an officer applied for withdrawal well before the date of the marriage but the application is sanctioned after the aforesaid date or, if sanctioned before that date, there will be no objection to the payment of the amount being made after the date of the marriage. The certificate in terms of Note 6 above shall be furnished in such cases to the authority sanctioning the withdrawal within a period of one month of the actual drawal of the amount from the fund. Cases in which the withdrawal is applied for after the marriage is over shall not ordinarily be entertained.

NOTE 11 : No part-final withdrawal shall be allowed for more than one time for the same purpose and the marriage and betrothal ceremony of different daughters/sons will not be treated as the same purpose. An advance and a part-final withdrawal for the same purpose should not be sanctioned together. In other words, a person shall be granted either an advance or a part-final withdrawal for a particular purpose subject to the conditions mentioned in rule 13-A and the advance which is subsequently converted as part-final withdrawal shall be treated as a part-final withdrawal under rule 13-A, that is to say, if a person has got an advance converted into a part-final withdrawal under rule 13-J, he shall not be allowed another part-final withdrawal for the same purpose under rule 13-A.

NOTE 12 : The principle mentioned in Note 11 shall also apply to advances either for marriages or betrothal ceremonies under sub-rule (1) of rule 11.

13-E Conditions for part-final withdrawal for house building purposes - (1) Any sum withdrawn by a subscriber at any one time for house building purposes from the amount standing to his credit in the Fund shall not exceed three-fourths of such amount or the actual cost of the house including the cost of the site or repayment of the loan in that behalf, whichever is less:

Provided that in the case of a subscriber who has availed himself of an advance under the rules for the grant of loans to University servants for house building purposes issued by the University or has been allowed any assistance in this regard from any other University source, the sum withdrawn under this sub-rule together with the amount of advance taken under the aforesaid rules or the assistance taken from any other source shall not exceed Rs. 1,00,000 or five years, pay whichever is less:

(2) If the amount withdrawn exceeds the actual expenditure or repayment as aforesaid, the excess shall be refunded to the University forthwith in one lumpsum by the University servant for being credited to his account in the Fund. The actual expenditure incurred in connection with sale or transfer deeds maybe reckoned as part of the cost of the house. In the case of a husband and wife who are both subscribers to the Provident Fund, both of them may be permitted to withdraw from the Fund, for house building provided that only one house is built and that the total amount withdrawn is within the prescribed limit.

(3) The applications for part-final withdrawals from the Fund for house building purposes should be made only once after carefully calculating the requirements when part-final withdrawals are drawn from the Fund, the surplus, if any, being recredited to the Fund without undue delay.

Note 1 : In the case of a husband and wife who are both subscribers to the Fund, the amount of withdrawal will be regulated with reference to the total sum at their credit in the Provident Fund to which they are subscribing.

Note 2 : In cases where a Co-operative House Construction Society recognised by the Government builds for a University servant the house, which includes the value of the site on hire-purchase system, amounts can be withdrawn from the Fund by the subscriber to meet the value of the site and the initial deposit to be made with the said Society.

Note 3 : (a) Part-final withdrawals from the fund may be permitted for the purpose of altering or making additions to a house already owned or acquired by a subscriber without assistance from the Fund or other University sources, provided that the amount of the withdrawal does not exceed the limit prescribed in this rule or Rs. 10,000 (Rupees ten thousand only), whichever is less. The form of undertaking should be furnished by the

University servant in Appendix T and it should be declared in the declaration form below this note;

- (b) A second part-final withdrawal may also be allowed from the Fund of the subscriber for the purpose of carrying out additions and alterations etc., to a house acquired with the help of withdrawal already made or which may be made in the future from the Fund subject to the condition that the total of both the withdrawals does not exceed $\frac{3}{4}$ ths of the amount as it stood at the credit of the subscriber in his fund account at the time of the first withdrawal and also that the second withdrawal does not exceed the limit of Rs. 10,000 prescribed for the purpose.

FORM

Form of annual declaration to be furnished by a subscriber who has drawn an advance for acquiring or constructing or altering or enlarging a house.

I, (designation)
now residing at hereby declare that
I am the sole owner of the house including the lands, appurtenances, fixtures and other things
attached thereto, bearing situated at
..... which has been acquired/built or
altered or additions made by me out of the amount withdrawn from my Provident Fund No.
..... that I am in possession thereof and that, while I am in service, I shall not,
without the previous written permission of the authority competent to sanction the withdrawal
from the fund, part with my possession of the said house by way of transfer, sale, mortgage, gift,
exchange, or lease for a term exceeding three years or otherwise howsoever or encumber the
same in any other manner.

Station:

Date:

Signature of the Subscriber

NOTE 4 : The house proposed to be acquired or redeemed by the University servant with the help of the amount withdrawn as aforesaid shall be situated at the place of his duty.

NOTE 5 : Withdrawals will be permitted for building, acquisition of redemption of one house only; and only in those cases where the University servant does not already own a house at the place referred to above.

NOTE 6 : The construction of the house should be commenced within six months of withdrawal of money and should be completed within a period of one year from the date of commencement of construction. If, however, the house is to be purchased or redeemed, or a private loan previously raised for the purpose has to be repaid, this should be done within three months of the withdrawal; the sanctioning authorities may relax the limit of six months prescribed for commencement of construction to one year.

Provided that this condition shall also apply to cases where a Co-operative House Construction Society recognised by the Government, builds the house for a University servant on hire-purchase system or sells a house to a University servant.

NOTE 7: (a) In the case of construction of a house the withdrawal will be permitted only in equal instalments (not less than two and not more than four in number), the instalments after the first being sanctioned by the sanctioning authority after verification regarding the progress of construction of the house.

(b) The above condition will also apply in cases where a Co-operative House Construction Society recognised by Government builds for a University servant, the house on hire-purchase system. All the dues to the society shall be paid by the subscriber with the drawals from the fund supplemented, if necessary, by his private savings within 11/2 years from the date of the first withdrawal from the Fund.

- (c) While authorising the disbursement of the second and subsequent instalments as prescribed in the above sub-note (b) the sanctioning authority will attach a certificate to the effect that the required formalities in regard to construction of the house in pursuance of which the instalment has become due have been complied with;
- (d) In case where ready-built houses are purchased from the Housing Board on hire-purchase system or in the case of clearance of arrears of house loan due to Government under Middle Income Group Housing Scheme, the part-final withdrawal will be released in one instalment subject to the fulfilment of other conditions;
- (e) The following conditions shall apply for the grant of more than one part-final withdrawal from the Fund for the payment of annual instalments for houses purchased from or constructed by a Co-operative House Building Society, or the Housing Board, to the Institutions concerned:-
- (i) In such cases part-final withdrawal amounting to half the amount at the credit of the subscriber or the actual cost of the house, whichever is less, can be sanctioned to him. He may be permitted to utilise the above amount to pay the deposit/part of the cost of house/annual instalment to the concerned institution on production of the demand statement of the institution. If the aforesaid payment in a year is less than the part-final withdrawal sanctioned, the Account Officer may issue annual authorisations to the subscriber for the payment of the amount required to pay the annual instalment/instalments of the subsequent years limiting them to the balance of the amount of the part-final withdrawal sanctioned on the production of the demand statement of the institution without any further orders of the University.
 - (ii) The subscriber may send the application enclosing the demand statement to the Account Officer through the Head of the Office/Branch.
 - (iii) No further part-final withdrawal will be sanctioned for the same purpose, but the subscriber has to pay the further annual instalments to the institution meeting the expenditure from his own money;
 - (iv) The other rules for the grant of part-final withdrawals for house construction will be followed (e.g.) if an advance from the provident fund was sanctioned prior to the grant of the part-final withdrawal referred to in item(i) above, for the same purpose, it will be deducted from the part-final withdrawal and the balance only shall be released by the Account Officer by issuing the annual authorisations. Of course, no further advance will be payable for the same purpose;
 - (v) If after the part-final withdrawal is sanctioned, a subscriber applies for a part-final withdrawal for a different purpose or any temporary advance, they can be sanctioned taking into account the other half of the accumulations at his credit in the Fund plus subsequent subscriptions, and other credits to the Fund.

NOTE 8:(a) He shall submit an annual declaration in the Form below this note not later than the 31st of December of every year to the effect that the house continues to be in his possession and shall if so required, produce before the sanctioning authority on or before the date specified by the authority, the original deed and other documents on which his title to the property is based;

- (b) If at any time before retirement, he 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 in one lumpsum by the subscriber to the Fund and in default of such repayment, it shall be ordered by the sanctioning authority

to be recovered from his emoluments either in one lumpsum or in such number of monthly instalments, as may be determined by the University;

- (c) The safeguards provided in the Provident Funds Act, 1925 and the rules made thereunder, for the benefit of the subscriber's family will be reduced on account of any subscriber parting with the possession of the house or house-site before retirement without obtaining the previous permission of the sanctioning authority when he has drawn a part-final withdrawal for house building etc., and on account of such infringement it should be viewed as an official misdemeanour inviting departmental disciplinary action.

Form of annual declaration to be furnished by a subscriber who has drawn an advance for acquiring or constructing a house.

I, (designation).....
now residing at hereby declare that
I am the sole owner of the house including the lands, appurtenances, fixtures and other things
attached thereto, bearing No.
situated at which has been
acquired/built by me out of the amount withdrawn from my Provident Fund No.
that I am in possession thereof and that, while I am in service, I shall not, without the previous
written permission of the authority competent to sanction the withdrawal from the fund, part with
my possession of the said house by way of transfer, sale, mortgage, gift, exchange, or lease for a
term exceeding three years or otherwise howsoever or encumber the same in any other manner.

Station :

Date:

Signature of the Subscriber

NOTE 9 : The condition in note 8 above will also apply in cases where a Co-operative House Construction Society recognised by Government builds or has built the house for a subscriber to a Provident Fund on hire-purchase system subject to the following modifications :-

- (1) While the University servant is in service and until the full property in the house is passed to him by the Society, he shall submit an annual declaration in the following Form, on or before the 31st December in each year; and
- (2) Satisfy the sanctioning authority, if called upon to do, by the production of tax receipts and receipts issued by the Society that the house remains in his virtual possession and that he has not parted with the possession thereof by way of transfer, sale, mortgage, gift, exchange or otherwise without the previous permission of sanctioning authority in writing.

Form of Annual declaration to be furnished by a subscriber who has paid the amount of advance to a Co-operative House Construction Society recognised by the Government who builds or has built the house for him on hire-purchase system.

I, (designation)
now residing at hereby declare that
I am the virtual owner of the house including the lands, appurtenances fixtures and other things

attached thereto, bearing No.
situated at which has been
acquired / built by the
Society on my behalf out of the amounts withdrawn from my Provident Fund No.
that I am in virtual possession thereof and that, while I am in service, I shall not, without the
previous written permission of the authority competent to sanction the withdrawal from the fund,
partwith virtual possession of the said house by way of transfer, sale, gift, or exchange, or otherwise
howsoever or encumber the same in any other manner.

Station:

Date:

Signature of the Subscriber

- (3) Where a University employee subscribes to more than one Provident Fund, withdrawal in terms of these rules will be permitted only in respect of one of those funds which may be selected for this purpose by the subscriber, the amount of withdrawal being regulated with reference to the total sum at the credit of the University employee in all the Provident Funds to which he is subscribing.
- (4) If a subscriber has an ancestral house or built a house at a place other than the place of his duty with the assistance of loan taken from the University he shall be eligible for the grant of part-final withdrawal for purchase of a house site or for construction of another house or for acquiring a ready built house at the place of his duty.
- (5) Before sanctioning the withdrawal, the authorities sanctioning the advance should satisfy themselves that :-
 - (a) the amount is actually required for the purpose of building, acquiring or redeeming a house;
 - (b) the University employee possesses or intends to acquire forthwith the right to build on the site on which the house is proposed to be built;
 - (c) the amount withdrawn together with such other private savings, if any, as the University employee may have, would be sufficient to build, acquire or redeem the house of the type proposed;
 - (d) the applicant has an approved plan and permits, where necessary from the local authorities for the purchase of building materials to the extent required and at controlled rates;
 - (e) in the case of withdrawal for the purchase of a readybuilt house, the applicant secures an undisputed title to the house and the land on which the house is built within a period of three months from the date of drawal of the amount;
 - (f) before withdrawals are permitted for the repayment of loans taken from private parties expressly for the purpose of acquiring a house, or for redeeming the house the applicant has acquired or will acquire an unencumbered title to the house thus acquired, part-final withdrawals for repaying a loan taken for the house building purposes should also be allowed only if the loan was taken not more than 12 months before the date of receipt of the application for part-final withdrawal;

- (g) in cases where subscribers to a provident fund require the amount for payment to a Co-operative House Construction Society recognised by Government which builds or has built the house for them on hire-purchase system, withdrawals can be permitted even though the title deeds to that house are not in their names and the full property in the house has not passed to them by the Society;
- (h) the applicant has signed an undertaking as in the form in Appendix 'G' or where this form is not suitable e.g., in cases of redemption of mortgaged premises belonging to the University employee in the form as may be approved by the University indicating the main terms and conditions of the withdrawal sanctioned in this rule.
- (6) He shall submit an annual declaration in the form below Note 8 of rule 13-E not later than the 31st of December of every year to the effect that the house continues to be in his possession and shall if so required, produce before the sanctioning authority on or before the date specified by the authority in that behalf the original deed and other documents on which his title to the property is based.
- (7) If at any time before retirement, he 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 in one lumpsum by the subscriber to the fund and in default of such repayment it shall be ordered by the sanctioning authority to be recovered from his emoluments either in a lumpsum or in such number or monthly instalments as maybe determined by the University. ,
- (8) The safeguards provided in the Provident Funds Act, 1925 and the rules made thereunder for the benefit of the subscriber's family will be reduced on account of any subscriber parting with the possession of the house or house-site before retirement without obtaining the previous permission of the sanctioning authority when he has drawn apart-final withdrawal for house building, etc., and on account of such infringement it should be viewed as an official misdemeanour inviting departmental disciplinary action.
- (9) (i) For the purposes referred to in clauses (e) and (f) of sub-rule (5) above, the University employee should produce necessary deeds and papers to the sanctioning authority proving his title in respect of the property within a period of three months of the drawal of the amount.
- (ii) The undertaking alluded to in clause (h) of sub-rule (5) shall be kept in the safe custody of the Registrar until the retirement of the officer concerned and his final settlement of provident fund account.
- (10) Cases necessitating the relaxation of any of the terms and conditions shall be referred to Vice-Chancellor.
- (11) Cases of officers who intend to reside outside India after retirement, shall be examined by the University on merits as and when they arise.
- (4) Withdrawals under this rule shall also be allowed where the house-site or house is in the name of wife or husband provided she or he is the first nominee to receive provident fund money in the nomination made by the subscriber.
- 13 F Conditions for part-final withdrawal for purchasing a house-site -(1) Any sum withdrawn by a subscriber at any one time for one or more of the purposes specified in clause (b) of rule 13-A (2) from the amount standing to his credit in the Fund shall not exceed one-fourth of such amount or the actual cost of the site, whichever is less. Part-final

withdrawals from the fund for repayment of any outstanding amount on account of a loan expressly taken for the purchase of a house-site before the receipt of the application for the withdrawal should be sanctioned only when the loan was not taken more than twelve months before the receipt of the said application :

Provided that if the amount withdrawn exceeds the actual cost of the site, the excess shall be refunded to the University forthwith in one lumpsum by the University employee for being credited to his account in the Fund. The actual expenditure incurred in connection with the sale or transfer deeds may be reckoned as part of the cost of the site.

- (2) (a) The amount of the withdrawal may be allowed in one instalment in cases of outright purchase of a house-site or for repayment of a loan earlier taken for the purpose, and in not more than three instalments if payment for the site is to be made on an instalment basis. The sanction will be issued for the entire amount of the withdrawal, the number of instalments in which it is actually to be drawn being specified therein;
 - (b) The house-site purchased or proposed to be purchased by the University employee with the help of the amount withdrawn as aforesaid, shall be situated at the place of his duty.
 - (c) Withdrawal will be permitted for the purchase or redemption of one house-site only, and in those cases only where the University employee does not already own a house at the place referred to in clause (b) above.
 - (d) Cases involving relaxation of any terms and conditions of this rule shall be referred to the Vice-Chancellor.
 - (e) The house-site shall be purchased within a period of one month of the withdrawal, or the withdrawal of the first instalment, as the case may be. In fulfilment of this condition the sanctioning authorities may require the production of receipt issued by the seller, the housebuilding society etc., in token of the amount of the withdrawal instalments having been utilised for making payment towards purchase of the site;
 - (f) The University employee shall submit an annual declaration in Form 2 of Appendix 'H' on or before the 31 December every year, and satisfy the sanctioning authority, if called upon to do so, by the production of title deeds etc., that the house-site remains in his sole ownership and that while he is still in service he has not parted with the possession thereof by way of transfer, sale, mortgage, gift, exchange etc., or otherwise, howsoever, without the previous permission of the sanctioning authority in writing. The amount withdrawn shall be repayable forthwith in one instalment by the University employee, if the house-site is sold or encumbered at any time before retirement without such permission.
 - (g) Where a University employee subscribes to more than one Provident Fund, withdrawal in terms of these rules will be permitted only in respect of one of those Funds which may be selected for this purpose by the subscriber, the amount of withdrawal being regulated with reference to the total sum at the credit of the University employee in all the Provident Funds to which he is subscribing.
- (3) While sanctioning withdrawals under these rules the sanctioning authorities should satisfy themselves, -

- (a) that the size and the cost of the house-site are not disproportionate to (i) the status of the officer concerned and (ii) the resources available in his Provident Fund Account;
- (b) that the amount is actually required for the purpose of purchasing the house-site or for repayment of a loan expressly taken for the purpose, as the case may be; and
- (c) that the University employee will acquire full title to the house-site proposed to be purchased.

NOTE :

- (a) A subscriber who has been permitted under this rule to withdraw money from the amount standing to his credit in the Fund, shall not part with the possession of the house so built or acquired or house-site so purchased, by way of sale, mortgage, gift, exchange or lease for a term exceeding three years without the previous permission of the sanctioning authority. He shall submit a declaration not later than the 31st day of December of every year to the effect that the house or, as the case may be, the house-site continues to be in his possession and shall, if so required, produce before the sanctioning authority on or before the date specified by that authority in that behalf, the original sale deed and other documents on which his title to the property is based;
- (b) If at any time before retirement, he 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 in one lumpsum by the subscriber to the Fund and in default of such repayment, it shall be ordered by the sanctioning authority to be recovered from his emoluments either in one lumpsum or in such number of monthly instalments, as may be determined by the sanctioning authority.

13-G Conditions for part-final withdrawal for construction of a house on a site purchased from the amount withdrawn for the purpose of site from the fund:-

- (1) Any sum withdrawn by a subscriber at any time for one or more of the purposes specified in clause (c) of rule 13-A(2) from the amount standing to his credit in the Fund shall not exceed one-third of the balance standing to his credit in the Fund, or the actual cost of construction of the house, whichever is less;

Provided that in the case of a subscriber who has availed himself of an advance under the rules for the grant of loans to University employees for house building purposes if any issued by the University or has been allowed any assistance in this regard from any other University source, the sum withdrawn under this sub-rule together with the amount of advance taken under the aforesaid rules or the assistance taken from any other source shall not exceed Rs. 1,00,000 or five years pay, whichever is less.

- (2) The following terms and conditions regulate the withdrawals under sub-rule (1):
 - (i) the University employee concerned should commence the construction of the house within a period of six months of the withdrawal of money and complete it within a period of one year from the date of commencement of the construction; and
 - (ii) the withdrawal will be permitted in a number of instalments, not less than two and not more than four in number, the instalments after the first being authorised by the sanctioning authority after verification regarding the progress of construction of the house.

- (3) Cases involving relaxation of any terms and conditions of this rule shall be referred to the Vice-Chancellor.
- (4) The University employee shall submit an annual declaration in Form 2 of Appendix 'H' on or before the 31st December every year, and satisfy the sanctioning authority if called upon to do so, by the production of title deeds etc, that the house-site remains in his sole ownership and that while he is still in service he has not parted with the possession thereof by way of transfer, sale, mortgage, gift, exchange etc. or otherwise, howsoever, without the previous permission of the sanctioning authority in writing. The amount withdrawn shall be repayable forthwith in one instalment by the University employee if the house-site is sold or encumbered at any time before retirement without such permission.
- (5) Where a University employee subscribes to more than one Provident Fund, withdrawal in terms of these rules will be permitted only in respect of one of these Funds which may be selected for this purpose by the subscriber, the amount of the withdrawal being regulated with reference to the total sum at the credit of the University employee in all the Provident Funds to which he is subscribing.
- (6) While sanctioning withdrawals under these rules the sanctioning authorities should satisfy themselves that the size and the cost of the house are not disproportionate to (i) the status of the officer concerned and (ii) the resources available in Provident Fund account.
- (7) The agreement to be signed in these cases will be as in Form 1 in Appendix 'H'.
- (8) The concession under this rule shall not be in addition to the one sanctioned in rule 13-E.
- (9) In the case of a University employee who has availed himself of a loan from University for house building purpose and mortgaged the house to University and who has taken a part-final withdrawal from the Fund for construction of a house, he should furnish not later than 31st day of December of every year the following declaration duly signed by him to the sanctioning authority as long as the house or house-site remains mortgaged to University.

DECLARATION

I do certify that the house / house-site for the construction of which or for the acquisition of which, I have taken a part-final withdrawal from the Provident Fund continues to be in my possession but stands mortgaged to University.

Date :

Place:

Signature of the Subscriber :

Address :

NOTE : (a) A subscriber who has been permitted under this rule to withdraw money from the amount standing to his credit in the Fund, shall not part with the possession of the house so built or acquired or house-site so purchased, byway of sale, mortgage, gift, exchange or lease for a term exceeding three years without the previous permission of the sanctioning authority. He shall submit a declaration not later than the 31st day of December of every year to the effect that the house, or as the case may be, the house-site continues to be in his possession and shall, if so required, produce before the sanctioning authority on or before the date specified by that authority in that behalf, the original sale deed and other documents on which his title to the property is based.

(b) If at any time before retirement, he parts with the possession of the house or house-site without obtaining the previous permission of the University, the sum withdrawn by him shall forthwith be repaid in one lumpsum by the subscriber to the Fund and in default of such repayment, it shall be ordered by the sanctioning authority to be recovered from his emoluments either in one lumpsum or in such number of monthly instalments, as may be determined by the sanctioning authority.

13-H Conditions for part-final withdrawals for acquiring a farm land and/or business premises within six months of the date of the subscriber's retirement-(1) Any sum withdrawn by a subscriber for acquiring a farm land and/or business premises within six months before the date of subscriber's retirement from the amount standing to his credit in the Fund, shall not ordinarily exceed one-half of such amount or six months' pay, whichever is less. The sanctioning authority may, however, sanction the withdrawal of an amount in excess of this limit up to 3/4th of the balance at his credit in the Fund.

(2) Whenever a subscriber is in a position to satisfy the competent authority about the amount standing to his credit in the Fund account with reference to the latest available statement of Fund Account together with the evidence of subsequent contribution, the competent authority may sanction part-final withdrawal within the prescribed limits, as in the case of a refundable advance. In doing so, the competent authority shall take into account, any part-final withdrawal or refundable advance already sanctioned by it in favour of the subscriber. Where, however, the subscriber is not in a position to satisfy the competent authority about the amount standing to his credit or where there is any doubt about the admissibility of the part-final withdrawal applied for, a reference may be made to the Account Officer by the competent authority for ascertaining the amount standing to the credit of the subscriber with a view to enable the competent authority to determine the admissibility of the amount of part-final withdrawal. The sanction for the part-final withdrawal should prominently indicate the Fund Account

Number and a copy of the sanction order for part-final withdrawal should invariably be endorsed to that Account Officer. The sanctioning authority shall be responsible to ensure that an acknowledgement is obtained from the Account Officer that the sanction for part-final withdrawal has been noted in the ledger account of the subscriber. In case the Account Officer reports that the part-final withdrawal as sanctioned is in excess of the amount standing to the credit of the subscriber or otherwise inadmissible, the sum withdrawn by the subscriber shall forthwith be repaid in one lumpsum by the subscriber to the Fund and in default of such repayment, it shall be ordered by the sanctioning authority to be recovered from his emoluments either in one lumpsum or in such number of monthly instalments as may be determined by the sanctioning authority.

The following certificates shall be recorded on all sanctions issued for part-final withdrawal:-

CERTIFICATES

Shri. was last sanctioned
apart-final withdrawal by this office for an amount of Rs.
(in words)
vide

or

Shri. is understood
(as stated by him) to have been last sanctioned a part-final withdrawal of Rs.
(in words)
by

(sanctioning authority)

NOTE 1 : The alternative certificate mentioned above is to be recorded in the sanctions of those subscribers in whose case the particulars of last sanction for part-final withdrawals are not available with the office for one reason or other.

NOTE 2 : Only one part-final withdrawal can be allowed for acquiring a farm and/or business within six months before the date of the subscriber's retirement.

13-1. Part-final withdrawals from the Fund for the purchase of motor car - (1) Part-final withdrawals may be sanctioned by the authorities specified in the Second Schedule to sanction an advance from the fund under rule 11 at any time after the completion of twenty-eight years of service (including broken periods of service, if any) of a subscriber or within three years before the date of his retirement on superannuation, whichever is earlier, from the amount standing to his credit in the Fund for purchasing a motor car or for repaying a University loan if any already taken by him for the purpose, subject to the following conditions, namely :-

(i) The amount to be withdrawn shall be limited to Rs. 12,000 or one-fourth of the amount standing to his credit in the Fund or the actual price of the motor car, whichever is the least;

(ii) The withdrawal shall be allowed only on one occasion;

(2) Whenever a subscriber is in a position to satisfy the competent authority about the amount standing to his credit in the Fund Account with reference to the latest available statement of Fund Account together with the evidence of subsequent contribution, the competent authority may sanction part-final withdrawal within the prescribed limits, as in the case of a refundable advance. In doing so, the competent authority shall take into account, any part-final withdrawal or refundable advance already sanctioned by it in favour of the subscriber. Where, however, the subscriber is not in a position to satisfy the competent authority about the amount standing to his credit or where there is any doubt about the admissibility of the part-final withdrawal applied for, a reference may be made to the Account Officer by the competent authority for ascertaining the amount standing to the credit of the subscriber with a view to enable the competent authority to determine the admissibility of the amount of part-final withdrawal. The

sanction for the part-final withdrawal should prominently indicate the Fund Account Number and a copy of the sanction order for part-final withdrawal should invariably be endorsed to that Account Officer. The sanctioning authority shall be responsible to ensure that an acknowledgement is obtained from the Account Officer that the sanction for part-final withdrawal has been noted in the ledger account of the subscriber. In case the Account Officer reports that the part-final withdrawal as sanctioned is in excess of the amount standing to the credit of the subscriber or otherwise inadmissible, the sum withdrawn by the subscriber shall forthwith be repaid in one lumpsum by the subscriber to the Fund and in default of such repayment, it shall be ordered by the sanctioning authority to be recovered from his emoluments either in one lumpsum or in such number of monthly instalments as may be determined by the sanctioning authority. The following certificates shall be recorded on all sanctions issued for part-final withdrawal:

CERTIFICATES

Shri. was last sanctioned
 a part-final withdrawal by this office for an amount of Rs.
 (in words)
 vide

or

Shri. is understood
 (as stated by him) to have been last sanctioned a part-final withdrawal of Rs.
 (in words)
 by

(sanctioning authority)

NOTE : The alternative certificate mentioned above is to be recorded in the sanctions of those subscribers in whose case the particulars of last sanction for part-final withdrawals are not available with the office for one reason or other.

(3) * The Officers competent to sanction the advance shall verify and ensure that the entire amount taken as advance is spent towards the purchase of the car or repayment of University loan if any already taken for the same purpose.

13-J Conversion of an advance into a part-final withdrawal - A subscriber who has already drawn or may draw in future an advance under rule 11 for any of the purposes, specified in clauses (a), (b) or (c) or sub-rule (1) or (2) of rule 13-A and for the purposes specified in rule 13-H or 13-1 may convert at his discretion by written request addressed to the Account Officer through the sanctioning authority the balance outstanding against it into a part-final withdrawal on his satisfying the conditions laid down in rules 13-A, 13-B, 13-C, 13-D, 13-E, 13-F, 13-G, 13-H, and 13-1.

NOTE 1 : Conversion of outstanding balance of an advance into a part-final withdrawal on a particular date tantamount to granting a part-final withdrawal on that date but for his taking the advance. Therefore, it is obvious that the outstanding balance of advance must be added to the amount of subscriptions plus interest thereon, standing to his

credit in his account on the date of conversion for determining the amount with reference to which the outstanding balance should be converted into a part-final withdrawal. When more than one outstanding advance is to be converted, the same procedure should be followed separately in respect of each advance according to the following procedure:

- (i) For conversion of an advance into part-final withdrawal under this rule, the balance for the purpose of the rules 13-B, 13-C, 13-D, 13-E, 13-F, 13-G, 13-H & 13-1 should be taken as the amount/subscriptions and interest thereon standing to the credit of the subscriber in account at the time of the conversion plus the outstanding amount of the advance; and
- (ii) Under the rules each withdrawal is to be treated as a separate one and the same principle would apply in the case of more than one conversion i.e. in each case the limit under rules 13-B, 13-C and 13-D would be applied taking into consideration the balance.

NOTE 2 : There is no objection to the conversion of second advance into part-final withdrawal, if he so desires, subject to the condition that the total amount so intended for conversion into part-final withdrawal should not exceed the limit prescribed in rules 13-B, 13-C and 13-D and in such cases where more than one advance taken for the same purpose on different occasions are allowed to be converted into part-final withdrawal individually and separately, the sanctioning authority while forwarding the application to the Account Officer should indicate therein the total amount to be converted to date.

- NOTE 3 :**
- (a) It has been provided in sub-rule (3) of rule 13-A that if the sanctioning authority is satisfied about the amount standing to the credit of a subscriber, it can sanction a part-final withdrawal under the rule 13-A without making a reference to the Account Officer.
 - (b) The Head of Office/Branch may be asked by the sanctioning authority to stop recoveries from the pay bills when such conversion is sanctioned and the application along with sanction for such conversion shall be forwarded to the Account Officer by that authority.
 - (c) The authority competent to sanction conversion of advances into part-final withdrawals under this rule is the authority specified in the Second Schedule when all the terms and conditions for the part-final withdrawals are fulfilled.

Recovery of moneys drawn from the Fund for improper use.

14. Notwithstanding anything contained in these rules if the sanctioning authority is satisfied that money drawn as an advance from the Fund under sub-rule (1) of rule 11. has been utilized for a purpose other than that for which sanction was given to the drawal of the money, the amount in question shall forthwith be repaid or paid, as the case may be, by the subscriber to the Fund, or in default, be ordered to be recovered by deduction in one sum from the emoluments of the subscriber even if he be on leave. If the total amount to be repaid or paid, as the case may be, be more than half the subscriber's emoluments, recoveries shall be made in monthly instalments of moieties of his emoluments till the entire amount recoverable be repaid or paid, as the case may be, by him.

NOTE : The term 'emoluments' as used in this rule does not include subsistence grant.

Final withdrawal of Accumulations in the Fund

15. (1) When a subscriber quits the service, the amount standing to his credit in the Fund shall become payable to him :

Provided that where a subscriber is dismissed or removed or compulsorily retired from service, the amount standing to his credit in the Fund shall not be paid to him -

- (a) if he has preferred an appeal against such dismissal, removal or compulsory retirement, until the appeal is disposed of or unless he states in writing that he has withdrawn the appeal, and
- (b) if he has not preferred such an appeal, until the time allowed for preferring an appeal has expired or unless he states in writing that he will not prefer an appeal:

Provided further that a subscriber who has been dismissed, removed or compulsorily retired from the service and is subsequently reinstated in the service shall, if required to do so by the University, repay any amount paid to him from the Fund in pursuance of this rule with interest thereon at the rate provided in rule 10 in the manner provided in the proviso to rule 16. The amount so repaid shall be credited to his account in the Fund.

- (2) A subscriber holding a post in an officiating or temporary capacity may either withdraw the amount on the termination of his post or leave it in the Fund to be withdrawn at the time he finally quits service. 4

16. When a subscriber

- (a) has proceeded on leave preparatory to retirement, or, if he is employed in a vacation department, on leave preparatory to retirement combined with vacation, or
- (b) while on leave, has been permitted to retire or has been declared by a competent medical authority to be unfit for further service, or
- (c) has attained the age of superannuation but has not been permitted to retire from service owing to some reason or other the amount standing to his credit in the Fund shall, upon application made by him in that behalf to the Account Officer, become payable to the subscriber:

Provided that the subscriber, if he returns to duty, shall if required to do so by the authority specified in Second Schedule repay to the Fund, for credit to his account, the whole or part of any amount paid to him from the Fund in pursuance of this rule with interest thereon at the rate provided in rule 10 in cash or securities or partly in cash and partly in securities by instalments or otherwise or by recovery from his emoluments or otherwise, as may be directed by the said authority.

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

- (i) when the subscriber leaves a family :-

- (a) if a nomination made by the subscriber in accordance with the provisions of rule 4 in favour of a member or members of his family subsists, the amount standing to his credit in the Fund or the part thereof to which the nomination relates shall

become payable to his nominee or nominees in the proportion specified in the nomination:

*See also Appendix-B.

Provided that the amount shall be payable only to a person who fulfils the character of a member of the family on the date of the death of the subscriber;

- (b) if no such nomination in favour of a member or members of the family of the subscriber subsists, or if such nomination relates only to a part of the amount standing to his credit in the Fund, the whole amount or the part thereof to which the nomination does not relate, as the case may be, shall notwithstanding any nomination purporting to be in favour of any person or persons other than a member or members of his family, become payable to the members of his family in equal shares:

Provided that no share shall be payable to -

- (1) sons who have attained legal majority,
- (2) sons of a deceased son who have attained legal majority,
- (3) married daughters whose husbands are alive,
- (4) married daughters of a deceased son whose husbands are alive,

if there is any member of the family other than those specified in clauses (1), (2), (3) and (4);

Provided further that the widow or widows and the child or children of a 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 (1) of the first proviso;

- (ii) When the subscriber leaves no family, if a nomination made by him in accordance with the provisions of rule 4 in favour of any person or persons subsists, the amount standing to his credit in the Fund or the part thereof to which the nomination relates, shall become payable to his nominee or nominees in the proportion specified in the nomination.

NOTE 1: Payment of provident fund money due to a minor beneficiary of a deceased subscriber may be made to the guardian nominated by the subscriber. When the subscriber has not nominated a guardian, a guardian appointed by the Court to receive payment on behalf of a minor beneficiary should alone be recognized even where the amount involved does not exceed the limit of Rs. 5,000 specified in clause (b) of sub-section (1) of section 4 of the Provident Funds Act, 1925. But if the party pleads inability to incur expenditure for obtaining the guardianship certificate from the Court, the orders of the Vice - Chancellor should be obtained for making any payment.

NOTE 2: Payment may, however, be made without requiring the production of a guardianship certificate from the Court if the share of a minor beneficiary does not exceed Rs. 5,000/-

- (i) to the natural guardian of such minor beneficiary or

- (ii) in the absence of a natural guardian to the person considered fit by the Account Officer to receive payment on behalf of such minor beneficiary on such person executing a bond (see Appendix C) signed by two sureties agreeing to indemnify the University against any subsequent claim which might arise

Provided that the natural guardian may, if it is considered expedient, be required to execute a bond signed by two sureties agreeing to indemnify the University against any subsequent claim which might arise before the payment is made:

Provided further that, in cases governed by the Hindu law, payment may be made, without requiring the production of a guardianship certificate from the Court, to a Hindu widow of a deceased subscriber on behalf of her minor children other than step-children irrespective of the limit of Rs. 5,000/- specified above. She may, if considered expedient, be required to execute a bond signed by two sureties agreeing to indemnify the University against any subsequent claim which might arise before the payment is made.

Explanation : In case where the natural guardian is a Hindu widow or widower the payment of Provident Fund moneys on behalf of her or his minor children shall be made to her or him irrespective of the amount involved without production of guardianship certificate or any indemnity bond unless there is anything concrete to show that the interests of the mother or father are adverse to those of the minor children.

NOTE 3: Payment of provident fund money due to a person nominated to receive the whole or part of the amount standing to the credit of a subscriber in the Fund shall be made as follows in cases where the nominee has predeceased the subscriber and the nomination continues to be valid at the time of death of the subscriber or where the nominee dies after the subscriber but before receiving payment:

- (a) When the amount due to the deceased nominee does not exceed Rs. 500/-, the Account Officer may authorise payment of the amount to the claimant or claimants reported by the Collector of the district concerned to be entitled to receive payment after making such enquiry into the right and title of the claimant or claimants as the Collector may deem sufficient, if the Collector considers that the production of letters of administration or other legal authority may be dispensed with. The records of enquiry should contain the signed statements of at least two trustworthy or disinterested persons:

Provided that the Collector may, in such cases, if he considers it expedient, require the party to execute, before the payment is made, a bond signed by two sureties agreeing to indemnify the University against any subsequent claim which might arise.

- (b) When the amount due to the deceased nominee exceeds Rs. 500/-payment shall be made by the Account Officer to the person who produces probate or letters of administration evidencing the grant to him of administration to the estate of the deceased nominee or a succession certificate entitling the holder thereof to receive payment of the amount.

Provided that, in cases where the Vice-Chancellor is satisfied of the right and title of a person claiming payment as heir of the deceased nominee and that undue delay and hardship would be caused by insisting on the production of letters of administration or other legal authority, he may authorise the Account Officer to pay the amount to the claimant on his executing a bond prescribed in Appendix-D signed by two sureties agreeing to indemnify the University against any subsequent claim which might arise.

of the amounts standing to the credit of a subscriber in regard to which there is no dispute or doubt, the balance being paid as soon after as may be.

NOTE 2 : As an authority sanctioning the temporary advances and part-final withdrawals might be different from the authority forwarding applications in Appendix E, the Head of Office is solely responsible for furnishing the particulars regarding temporary advances/ part-final withdrawal sanctioned to the subscriber during the twelve months prior to the date of retirement etc., of the subscriber on behalf of the authority sanctioning the temporary advances and part-final withdrawals without any omission to avoid any over-payment due to not furnishing the correct information in the application as the Account Officer would be guided by the certificates of drawal of temporary advances and part-final withdrawal by the authority forwarding the application for final withdrawals.

20. When a subscriber is transferred, without any break to the service under a body corporate owned or controlled by Government the amount of subscriptions together with interest thereon shall not be paid to him but shall be transferred with the consent of the body, to his new provident fund account under that body.

RULES OF PROCEDURE

21. All sums paid into the Fund under these rules shall be credited in the books of University to an account named "The A.P.Open University General (Non-Contributory) Provident Fund". Sums of which payment has not been taken within six months after they become payable under these rules shall be transferred to the Deposits Section of University Account at the end of the year and treated under the ordinary rules relating to deposits.

22. When paying a subscription, either by deduction from emoluments or by a demand draft, a subscriber shall quote the number of his account in the Fund, which shall be communicated to him by the Account Officer. Any change in the number shall similarly be communicated to the subscriber by the Account Officer.

23. (1) As soon as possible after the close of each year, the Account Officer shall send to each subscriber a statement of his account in the Fund showing the opening balance as on the 1st April of the year, the total amounts credited or debited during the year, total amount of interest credited as on the 31st March of the year and the closing balance on that date.

The Account Officer shall attach to the statement of account an inquiry as to whether the subscriber :

- (a) desires to make any alteration in any nomination made under rule 4;
- (b) has acquired a family in cases where the subscriber has made no nomination in favour of a member of his family under the proviso to sub-rule (1) of rule 4.

(2) Subscribers should satisfy themselves as to the correctness of the annual statement and errors should be brought to the notice of the Account Officer within three months from the date of receipt of the Statement.

(3) The Account Officer shall, if required by a subscriber, once but not more than once in a year, inform the subscriber of the total amount standing to his credit/in the Fund at the end of the last month for which his account has been written up.

*(Statute made by Executive Council in Resolution No.7 of the Seventh Meeting held on 24-2-1986 and assent of the Chancellor accorded on 7-9-1987).

**THE APOU GENERAL (NON-CONTRIBUTORY)
PROVIDENT FUND RULES, 1985**

SCHEDULES AND APPENDICES

SCHEDULES

- First Schedule : Forms of Nomination
- Second Schedule : Authorities competent to grant temporary advances.

APPENDICES

- Appendix - A : The Provident Funds Act, 1925.
- Appendix - B : Regarding amounts payable to nominees on the death of subscriber (Rule 17).
- Appendix - C : Form of Bond of Indemnity for drawal of Provident Fund money due to minor child etc.
- Appendix - D : Form of Indemnity for authorising payment of Provident Fund without insisting on the production of letters of Administration or other legal authority to persons claiming payment as heir of the deceased nominee of the subscriber.
- Appendix - E : Form of application for final payment of balance in the Fund.
- Appendix - F : Application for sanction of temporary advances from the Fund.
- Appendix - G : Form of undertaking to be furnished for applying for part-final withdrawal for acquisition of a house.
- Appendix - H : Form of undertaking to be furnished for part-final withdrawal for construction of house on a site purchased from Provident Fund advance.
- Appendix - I : Form of undertaking to be furnished for applying for acquisition of house including cost of site or alterations or additions to house already owned.
- Appendix - J : Courses treated as technical in nature under rule 11(1) and rule 13-A.
- Appendix - K : Form of application for part-final withdrawal for House Building, purchase of redemption of houses and house-sites, higher education purposes and marriage or medical expenses.
- Appendix - L : Form of application for conversion of an advance into a part-final withdrawal.
- Appendix - M : Application for Admission to the Fund.

**FIRST SCHEDULE
(See Rule 4 (3))**

FORMS OF NOMINATION

I. When the subscriber has a family and wishes to nominate one member thereof.

I hereby nominate the person mentioned below who is a member of my family as defined in Rule 2 of the A.P.Open University General (Non-Contributory) Provident Fund Rules 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:

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

Dated this _____ day of _____ 20____

at _____ Signature of Subscriber

Two witnesses to Signature :

1.

2.

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

I hereby nominate the persons mentioned below who are members of my family as defined in Rule 2 of the A.P.Open University General (Non-Contributory) Provident Fund Rules 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 Nominee	Relationship with subscriber	Age	*Amount or share of accumulations to be paid to each	Contingencies of the happening of which the nomination shall become invalid	Name, Address and relationship of the person if any, to whom the right of the nominee shall pass in the event of his predeceasing the subscriber
---------------------------	------------------------------	-----	--	---	--

Dated this _____ day of _____ 20____

at _____

Signature of Subscriber

Two witnesses to Signature :

1. _____

2. _____

*NOTE : This column should be filled in so as to cover the whole amount that may stand to the credit of the subscriber in the Fund at any time.

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

I having no family as defined in rule 2 of the A.P.Open University General (Non-Contributory) Provident Fund Rules 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 the 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 Nominee	Relationship with subscriber	Age	*Amount or share of accumulations to be paid to each	Contingencies of the happening of which the nomination shall become invalid	Name, Address and relationship of the person if any, to whom the right of the nominee shall pass in the event of his predeceasing the subscriber
---------------------------	------------------------------	-----	--	---	--

Dated this _____ day of _____ 20____

at _____ Signature of Subscriber

Two witnesses to Signature :

1. _____
2. _____

***NOTE :** This column shall 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 :** Where a subscriber who has no family makes a nomination, he shall specify in this column that the nomination shall become invalid in the event of his subsequently acquiring a family.

SECOND SCHEDULE
(See Rule 11)

AUTHORITIES COMPETENT TO GRANT TEMPORARY ADVANCES

An advance from the Fund under rule 11 may be sanctioned

- (a) by the Vice-Chancellor in the case of Directors, Professors, Registrar, Finance Officer and University Engineer and
- (b) by the Registrar in the case of teaching staff of the rank of Associate Professor and below, and non-teaching staff of and below the rank of Deputy Registrar.

APPENDIX - A

The Provident Funds Act, 1925 Act No. 19 of 1925

(27th August 1925)

AN ACT TO AMEND AND CONSOLIDATE THE LAW RELATING TO GOVERNMENT AND OTHER PROVIDENT FUNDS.

Whereas, it is expedient to amend and consolidate the law relating to Government and other Provident Funds; It is hereby enacted as follows :

1. Short title, extent and commencement.

- (1) This Act may be called the Provident Funds Act, 1925.
- (2) It extends to the whole of India except the State of Jammu and Kashmir.
- (3) It shall come into force on such date as the Central Government may, by notification in the official Gazette, appoint.

2. Definitions - In this Act, unless there is any thing repugnant in the subject or context -

- (a) "compulsory deposit" means a subscription to, or deposit in, a Provident Fund which, under the rules of the Fund, is not, until the happening of some specified contingency, repayable on demand otherwise than for the purpose of the payment of premia in respect of a policy of life insurance or the payment of subscriptions or premia in respect of a family pension fund, and includes any contribution and any interest or increment which has accrued under the rules of the Fund on any such subscription, deposit or contribution, and also any such subscription, deposit, contribution, interest or increment remaining to the credit of the subscriber or depositor after the happening of any such contingency;
- (b) "contribution" means any amount credited in a Provident Fund, by any authority administering the Fund, by way of addition to, a subscription to, or deposit or balance at the credit of an individual account in the Fund; and "Contributory Provident Fund", means a Provident Fund the rules of which provide for the crediting of contributions;
- (c) "Dependent" means any of the following relatives of a deceased subscriber to, or a depositor in a Provident Fund, namely, a wife, husband, parent, child, minor brother, unmarried sister and a deceased son's widow and child, and where no parent of the subscriber or depositor is alive, a paternal grand-parent;
- (d) "Government Provident Fund" means a Provident Fund, other than a Railway Provident Fund, constituted by the authority of the Secretary of State, the Central Government, the Crown Representative or any State Government for any class or classes of persons in the service of the Government or of persons employed in Educational institutions or employed by bodies existing solely for educational purposes, and references in this Act to the Government shall be construed accordingly;
- (e) "Provident Fund" means a fund in which subscriptions or deposits of any class or classes of employees are received and held on their individual accounts, and includes any contributions and any interest or increment accruing on such subscriptions, deposits or contributions under the rules of the Fund;

(f) "Railway Administration" means :-

- (i) any company administering a railway or tramway in any part of India either under a special Act of Parliament of the United Kingdom or an Indian law, or under contract with the Government, or
- (ii) the manager of any railway or tramway administered by the Central Government or by a State Government, and includes, in any case referred to in sub-clause (ii), the Central Government or the State Government, as the case may be;

(g) "Railway Provident Fund" means a Provident Fund Constituted by the authority of a railway administration for any class or classes of its employees.

3. Protection of compulsory deposits - (1) A compulsory deposit in any Government or Railway Provident Fund shall not in anyway be capable of being assigned or charged and shall not be liable to attachment under any decree or order of any Civil, Revenue or Criminal Court in respect of any debt or liability incurred by the subscriber or depositor, and neither the Official Assignee nor any receiver appointed under the Provincial Insolvency Act, 1920 (5 of 1920), shall be entitled to, or have any claim on, any such compulsory deposit.

(2) Any sum standing to the credit of any subscriber to, or depositor in any such Fund at the time of his decease and payable under the rules of the Fund to any dependent of the subscriber or depositor, or to such person as may be authorised by law to receive payment on his behalf, shall subject to any deduction authorised by this Act and, save where the dependent is the widow or child of the subscriber or depositor, subject also to the rights of an assignee under an assignment made before the commencement of this Act, vest in the dependent, and shall, subject as aforesaid be free from any debt or other liability incurred by the deceased or incurred by the dependent before the death of the subscriber or depositor.

4. Provisions regarding repayments. - (1) When under the rules of any government or Railway Provident Fund the sum standing to the credit of any subscriber or depositor or the balance thereof after the making of any deduction authorised by this Act, has become payable the officer whose duty it is to make the payment shall pay the sum or balance, as the case may be to the subscriber or depositor, or, if he is dead, shall -

(a) if the sum or balance, or any part thereof, vests in a dependent under the provisions of section 3, pay the same to the dependent or to such person as may be authorised by law to receive payment on his behalf; or

(b) if the whole sum or balance, as the case may be does not exceed five thousand rupees, pay the same, or any part thereof which is not payable under clause (a), to any person nominated to receive it under the rules of the Fund or if no person is so nominated, to any person appearing to him to be otherwise entitled to receive it; or

(c) in the case of any sum or balance, or any part thereof, which is not payable to any person under clause (a) or clause (b) pay the same -

(i) to any person nominated to receive it under the rules of the Fund, on production by such person of probate or letters of administration evidencing the grant to him of administration to the estate of the deceased as a certificate granted under the Succession certificate Act, 1889 (7 of 1889), or under the Bombay Regulation VIII of 1827 the holder thereof to receive payment of such sum balance or part, or

- (ii) where no person is so nominated, to any person who produces such probate, letters or certificate:

Provided that, where the whole or any part of any sum standing to the credit of the subscriber or depositor has been assigned to any other person before the commencement of this Act, and notice in writing of the assignment has been received by the Officer from the assignee, the Officer shall, after making any deduction authorised by this Act and any payment due under clause (a) to or on behalf of the widow or children of the subscriber or depositor -

- (i) if the subscriber or depositor or, if he is dead, the person to whom in the absence of any valid assignment the sum or balance would be payable under this sub-section gives his consent in writing, pay the sum or part or the balance thereof, as the case may be to the assignee, or
 - (ii) if such consent is not forthcoming, withhold payment of the sum, part or balance, as the case may be, pending a decision of a competent Civil Court as to the person entitled to receive it.
- (2) The making of any payment authorised by sub-section (1) shall be a full discharge to the Government or the railway administration, as the case may be from all liability in respect of so much of the sum standing to the credit of the subscriber or depositor as is equivalent to the amount so paid.

5. Rights of nominees - (1) Notwithstanding anything contained in any law for the time being in force or in any disposition, whether testamentary or otherwise by a subscriber to, or depositor in, a Government or Railway Provident Fund of the sum standing to his credit in the Fund, or of any part thereof where any nomination, duly made in accordance with the rules of the Fund, purports to confer upon any person the right to receive the whole or any part of such sum on the death of the subscriber or depositor occurring before the sum has become payable or before the sum, having become payable, has been paid, the said person shall, on the death as aforesaid of the subscriber or depositor, become entitled, to the exclusion of all other persons to receive such sum or part thereof, as the case may be unless -

- (a) such nomination is at any time varied by another nomination made in like manner or expressly cancelled by notice given in the manner and to the authority prescribed by those rules, or
- (b) such nomination at any time becomes invalid by reason of the happening of some contingency specified therein, and if the said person predeceases the subscriber or depositor, the nomination shall, so far as it relates to the right conferred upon the said person, become void and of no effect:

Provided that where provision has been duly made in the nomination in accordance with the rules of the Fund conferring upon some other person such right in the stead of the person deceased, such right shall, upon the decease as aforesaid of the said person, pass to such other person.

- (2) Notwithstanding anything contained in the Indian Succession Act 1925 (39 of 1925), or the Bombay Regulation VIII of 1827, any person who becomes entitled as aforesaid, may be granted a certificate under that Act, or that Regulation, as the case may be, entitling him to receive payment of such sum or part and such certificate shall not be deemed to be invalidated or superseded by any grant to any other person of probate or letters of administration to the estate of the deceased.

- (3) The provisions of this section as amended by sub-section (1) of section 2 of the Provident Funds (Amendment) Act, 1946 (11 of 1946), shall apply also to all such nominations made before the date of the commencement of that Act:

Provided that the provisions of this section as so amended shall not operate to affect any case, in which before the said date any sum has been paid, or has under the rules of the Fund become payable in pursuance of any nomination duly made in accordance with those rules.

6. Power to make deductions - When the sum standing to the credit of any subscriber or depositor in any Government or Railway Provident Fund which is a Contributory Provident Fund becomes payable, there may, if the authority specified in this behalf in the rules of the fund so directs, be deducted therefrom and paid to Government or the Railway administration, as the case may be, -

- (a) any amount due under a liability incurred by the subscriber or depositor to Government or the Railway administration, but not exceeding in any case the total amount of any contributions credited to the account of the subscriber or depositor and of any interest or increment which has accrued on such contributions; or
- (b) where the subscriber or depositor has been dismissed from his employment for any reasons specified in this behalf in the rules of the Fund, or where he has resigned such employment within five years of the commencement thereof, the whole or any part of the amount of any such contributions, interest and increment.

7. Protection for acts done in good faith - No suit or other legal proceeding shall lie against any person in respect of anything which is in good faith done or intended to be done under this Act.

8. Power to apply the Act to other Provident Funds. (1) The appropriate Government may, by notification in the official Gazette, direct that the provisions of this Act shall apply to any provident fund established for the benefit of its employees by any local authority within the meaning of the Local Authorities Loans Act, 1914 (9 of 1914), and, on the making of such declaration, this Act shall apply accordingly, as if such Provident Fund were a Government Provident Fund and such local authority were the Government.

- (2) The appropriate Government may, by notification in the official Gazette, direct that the provisions of this Act shall apply to any Provident Fund established for the benefit of the employees of any of the institutions specified in the Schedule, or of any group of such institutions and, on the making of such declaration, this Act shall apply accordingly, as if such Provident Fund were a Government Provident Fund and the authority having custody of the Fund were the Government:

Provided that section 6 shall apply as if the authority making the contributions referred to in that section were the Government.

- (3) The appropriate Government may, by notification in the Official Gazette, add to the Schedule the name of any public institution it may deem fit, and any such addition shall take effect as if it had been made by this Act.

- (4) In this section "the appropriate Government" means -

- (a) in relation to a cantonment authority, a port authority for a major port, and any institution which, or the objects of which, appear to the Central Government to fall

within List I in the Seventh Schedule to the Constitution, the Central Government; and

(b) in other cases, the State Government.

Explanation - "The State Government" in relation to an institution registered under the Societies Registration Act, 1860(21 of 1860), means the State Government of the State in which the Society is registered.

9. Savings as to estates of soldiers - Nothing in section 4 or section 5 shall apply to money belonging to any estate for the purpose of the administration which the Regimental Debts Act, 1893 (56 and 57 Vict, C.5), applies.
10. (Repeals) Rep. by the Repealing Act, 1927 (12 of 1927), S.2 and Schedule.

The Schedule

LIST OF INSTITUTIONS

(See sub-section (2) of Section 8)

1. The Pasteur Institute of India, Kasauli.
2. The Calcutta Improvement Tribunal.
3. A Court of Wards.
4. The Indian Central Cotton Committee.
5. The Trustees for the European Hospital for mental diseases at Ranchi.
6. The National Association for supplying female medical aid to the women of India.
7. A college affiliated to a University established by Statute.

Foot Note - In pursuance of the provisions of sub-section (3) of section 8 of the Provident Funds Act, 1925, the Central and the State Governments have been adding to the Schedule, the names of public institutions by notifications published in the Official Gazettes. Only the entries inserted in the Schedule by the Provident Funds (Amendment) Act, 1930 (Central Act I of 1930) are printed.

APPENDIX - B
(See Rule 17)

1. Any sum payable under rule 17 to a member of the family of a subscriber vests in such member under sub-section (2) of section 3 of the Provident Funds Act, 1925.
2. When a nominee is a dependent of the subscriber as defined in clause (c) of section 2 of the Provident Funds Act, 1925 the amounts vest in such nominee under sub-section (2) of section 3 of the Act.
3. When the subscriber leaves no family and no nomination made by him in accordance with the provisions of rule 4 subsists, or if such nomination relates only to part of the amount standing to his credit in the Fund, the relevant provisions of clause (b) and sub-clause (ii) of clause (c) of sub-section (1) of section 4 of the Provident Funds Act, 1925, are applicable to the whole amount or the part thereof to which the nomination does not relate.

APPENDIX - C
(See Note 2 under Rule 17)

Form of bond of indemnity for drawal of Provident Fund Money due to the minor Child/
Children of deceased subscriber by a person other than its/their natural Guardian.

(To the extent of Rs. 5,000)

Know all men by these presents we (a).....
son / daughter / wife of hereinafter
called ('Obligor') resident of and

(b) (1) son / daughter / wife of
..... and resident of and (b)

(2) son / daughter / wife of
..... and resident of

hereinafter called the ('sureties'). Sureties on her/his their behalf are held firmly bound to the A.P. Open University (hereinafter called the University) in the sum of Rs. (in words and figures) to be paid to the Registrar of the University or his successors or assigns for which payment to be well and truly made, each of us severally binds himself and his heirs, executors, administrators and assigns and every two and all of us jointly bind ourselves and our respective heirs, executors, administrators and assigns firmly by these presents.

Signed this day of one thousand nine
hundred and

Whereas (c) was at the time of his death
a subscriber to the General (NO Provident Fund and where as the said (c)
died on the day of one thousand nine hundred and
and a sum of Rs..... (in words and figures) payable by University on account
of his General (NC) Provident Fund accumulations AND WHEREAS the above bounden obligor
claims(s) @ the said sum on behalf of the Minor child/children of the said (c)
..... but has/have not obtained a guardianship certificate.

AND WHEREAS obligor (s) has/have satisfied the (d)
(officer concerned) that he/she/they is/are entitled to aforesaid sum and that it would cause undue
delay and hardship if the claimant were required to produce guardianship certificate and whereas
University desires to pay the said sum to the claimant but under the University Rules and orders
it is necessary that the claimant should first execute a bond with two sureties to indemnify University
against all claims to the amount so due as aforesaid to the said (c)
(deceased) before the said sum can be paid to claimant which the obligor and at his/her request
the sureties have agreed to do.

NOW THE CONDITION of this bond is such that if after payment has been made to the
claimant the obligor or sureties shall in the event of a claim being made by any other persons
against University with respect of the aforesaid sum of Rs..... refund to University
the sum of Rupees and shall otherwise indemnify and keep University
harmless and indemnified from all liabilities in respect of the aforesaid sum and all costs incurred
in consequence of any claim thereto THEN the above written bond or obligations shall be void but
otherwise the same shall remain in full force, effect and virtue. The University have agreed to bear
the stamp duty, if any, chargeable on these presents.

IN WITNESS WHEREOF the obligor and the Surety/Sureties hereto have set and subscribed
their respective hand hereunto on the day, month and year above written.

Signed by the above Named 'Obligor' in presence of

- 1.
- 2.

Signed by the above named surety/sureties :

- 1.
- 2.

in the presence of (Name & designation of witness)

Accepted for and on behalf of the University by.....
..... name and designation of the officer directed or
authorised, to accept the bond for and on behalf University.

@ Here insert 'to be entitled to' OR 'as guardian' as the case may be.

APPENDIX - D
(See Note 3 under Rule 17)

(Form of Indemnity that should be taken for authorising payment of the Provident Fund deposits without insisting on the production of letters of Administration or other legal authority to a person claiming payment as heir of the deceased Nominee of the Subscriber).

KNOW ALL MEN by these presents that I/we (a) resident(s) of and we (b) resident of and (b) resident of

sureties on here/his/their behalf are held firmly bound to the Registrar, A.P. Open University hereinafter called 'Registrar' which expression shall, where the context admits, include his successors in office and assigns in the sum of Rupees (Rupees only) to be paid to the Registrar FOR WHICH PAYMENT TO BE well and truly made each of us severally binds himself/herself and his/her heirs, executors, administrators, legal representatives, and assigns and every two and all of us jointly bind ourselves and our heirs, executors, administrators, legal representatives and assigns firmly by these presents.

As witness our hands this day of 20

WHEREAS (C) was at the time of his/her death a subscriber to the APOU General (NC) Provident Fund :

AND WHEREAS the said (c) died on the day of 20

AND WHEREAS a sum of Rupees (Rs. only) is payable to (d) the nominee of the said (c) by the A.P. Open University (hereinafter called the University) on account of the General (NC) Provident Fund accumulations of the said (c).....

AND WHEREAS the said (d) predeceased the said (c)/died after the said (c) but before receiving the payment.

AND WHEREAS the above bounden (hereinafter called the Claimant(s) claim(s) the said sum but has/have not obtained probate or letters of administration or other legal authority;

AND WHEREAS the University desires to pay the said sum to the claimant(s) but considers it necessary that the claimant(s) should first execute a bond with two sureties to indemnify the University against all claims to the amount so due to aforesaid before the said sum can be paid to be claimant(s)

NOW THE CONDITION of this bond is such that if, after payment has been made to the claimant(s), the claimant(s) or the said sureties shall in the event of a claim being made by any other person against the University with respect to the aforesaid sum of Rs. refund to the University the sum of Rs. and shall otherwise indemnify and save the University harmless from all liabilities in respect of the aforesaid sum and all costs incurred in consequence of any claim thereto.

THEN the above written bond or obligation shall be void but otherwise the same shall remain in full force and virtue.

IN WITNESS to the above written bond and the condition thereof we

.....
and and have hereunto set
our
hands this..... day of..... 20

Witness to Signature

- | | |
|----|--------------------------|
| 1. | Signature of Claimant(s) |
| 2. | Signature of Surety (1) |
| | Signature of Surety (2) |

- (a) Full name(s) of claimant(s) with place (s) of residence.
- (b) Full name of surety
- (c) Full name of subscriber

APPENDIX - E
(See Rule 19(3))

FORM (A)

Form of application for final payment of balance in the General (Non-Contributory) Provident Fund Account.

To
The Finance Officer
A.P. Open University
Hyderabad.

(Through the Head of Office/Dept.)

Sir,

I am due to retire/have retired/have proceeded on leave preparatory to retirement for months / have been discharged / dismissed / have resigned finally from A.P. Open University service and my resignation has been accepted, with effect from forenoon/afternoon. I joined service on forenoon/afternoon.

2. My Provident Fund Account No. is
3. My specimen Signature in duplicate, duly attested by the Head of Office is enclosed.

PART - 1

(To be filled when the application for final Payment is submitted upto one year prior to retirement)

4. I request that the amount of Rs. standing to credit in my G.(NC) P.F. Account as indicated in the Account Statement issued to me for the year (enclosed)/as appearing in my ledger account being maintained by you, may please be arranged to be paid to me.
5. Certified that I had taken the following advances in respect of which instalments of Rs. are yet to be repaid to the Fund Account and the following part-final withdrawals.

Temporary Advances

Part-final withdrawals.

1.

2.

6. Certified that after the payment of first instalment of my Provident Fund balance, I will apply for the payment of the subsequent instalments in Part II of the Form immediately on retirement.

Date :

Signature of the Subscriber

Station :

Name and Address

Certification by the Head of Office

Certified that the above information has been verified from the records being maintained in this office and is correct.

Signature of Head of Office

PART - II

To
The Finance Officer
A.P. Open University
Hyderabad.

(Through the Head of Office)

Sir,

In continuation of my application for final payment sent to you vide No. dated I request that the entire amount at my credit with interest due under the rules may be paid to me.

My P.F. account No. is

I have retired from service with effect from

2. A sum of Rs. (Rupees) was last deducted as Provident Fund subscription and recovery on account of refund of advance from my pay bill for the month of for Rs. encashed on
3. I certify that I have neither drawn any temporary advance nor made any part-final withdrawals from my Provident Fund Account during the 12 months immediately preceding the date of my quitting service.

OR

Details of the temporary advances drawn by me/part-final withdrawals made by me from my Provident Fund Account during the 12 months preceding the date of my quitting service proceeding on leave preparatory to retirement or thereafter are given below :

Amount of advance/part-final withdrawal	Date
---	------

1.

2.

Station:

Yours faithfully

Date :

(Name and Address)

CERTIFICATE BY THE HEAD OF OFFICE

1. Forwarded in continuation of endorsement

No. _____ Dated

2. (a) It is certified after due verification with reference to records in my office that no temporary advance was sanctioned to the applicant from his/her Provident Fund Account during 12 months immediately preceding the date of his/her quitting service under University proceeding on leave preparatory to retirement or thereafter.
- (b) It is certified that after due verification with reference to the records in my office, that the following temporary advances/part-final withdrawals were sanctioned to and drawn by the applicant from his/her Provident Fund Account during 12 months immediately preceding the date of his/her quitting service under the University /proceeding on leave preparatory to retirement or thereafter.

Amount of advance/Part-final
withdrawals

Date Voucher No.
Cheque No.

1. _____
2. _____
3. In the case of dismissal/removal/discharge, certified that the subscriber has preferred/not preferred an appeal against dismissal/removal/discharge.
4. If he/she has not preferred an appeal the date of expiry of appeal time may be indicated. If however, he/she has preferred an appeal, the result of the appeal and the orders passed thereon may be indicated.

(Signature of the Head of Office)

(FORM - B)

Form of Application for final payment of balances in the case of General (Non-contributory) Provident Fund Account of a subscriber to be used by the nominees or any other claimants where no nomination subsists.

To
The Finance Officer
A.P.Open University
Hyderabad

(Through the Head of Office/Department)

Sir,

It is requested that arrangements may kindly be made for the payment of the accumulations in the Provident Fund Account of Sri /Smt. / Kum.
The necessary particulars required in this connection are given below.

1. Name of the employee
2. Date of Birth
3. Post held by the employee
4. Date of death
5. Proof of death in the form of a death certificate issued by the municipal authorities etc., if available.
6. Provident Fund Account No. allotted to the subscriber.
7. Amount of Provident Fund money standing to the credit of the subscriber at the time of his death, if known.
8. Details of the nominees alive on the date of death of the subscriber if a nomination subsists.

Name of the Nominee	Relationship with subscriber	Share of the the Nominee
---------------------	------------------------------	--------------------------

1.

2.

3.

4.

9. In case the nomination is in favour of a person other than a member of the family, the details

of the family if the subscriber subsequently acquired a family.

Name	Relationship with subscriber	Age on the date of death
1.		
2.		
3.		
4.		

10. In case no nomination subsists, the details of the surviving members of the family on the date of death of the subscriber. In the case of a daughter or a daughter of deceased son of the subscriber, married before the death of the subscriber, it should be stated against her name whether her husband was alive on the date of death of the subscriber.

Sl.No.	Name	Relationship with subscriber	Age on the date of death
1.			
2.			
3.			
4.			

11. In the case of amount due to a minor child whose mother (widow of subscriber) is not a Hindu, the claim should be supported by Indemnity Bond or Guardianship Certificate, at the case may be.

12. If the subscriber has left no family and no nomination subsists, the name of persons to whom the Provident Fund money is payable (to be supported by letters of probate or succession certificate etc).

Sl.No.	Name	Relationship with subscriber	Address
1.			
2.			
3.			

13. Religion of the claimant (s).

14. The payment is desired through the office of

..... in this connection the following documents duly attested by a teacher of the University in service/Gazetted Officer in service/Magistrate are attached :

- (i) Personal marks of identification
 - (ii) Left/Right hand thumb and finger impressions
(in the case of illiterate claimants),
 - (iii) Specimen signature in duplicate (in the case of literate claimants)
15. Details of posts held in the last three years preceding the death of the subscriber in case he has been promoted from last grade service to superior service in the last three years preceding the death.

Yours faithfully,

(Signature of Claimant)
(Full Name and Address)

Station :

Date:

FOR USE OF HEAD OF OFFICE

Forward to the Finance Officer A.P. Open University for necessary action. The particulars furnished above have been duly verified.

2. The Provident Fund Account No. of Sri /Smt. / Kum.
..... (as verified from the annual statements furnished to him/
her) is
3. He/she died on A death certificate issued by the Municipal Authorities has
been produced/is not required in this case as there is no doubt about his/her death.
4. The last fund deduction was made from his/her pay for the month of
drawn in this office Bill No. dated for Rs. (Rupees
..... cash voucher No. of the amount
of deduction being and recovery on account of refund of advance
Rs.
5. (a) Certified that he/she was neither sanctioned any temporary advance nor any part-
final withdrawal from his/her Provident Fund Account during the 12 months immediately
preceding the date of his/her death.

or

- (b) Certified that the following temporary advances/part-final withdrawals were sanctioned
to him/her and drawn from his/her Provident Fund account during 12 months immediately

preceding the date of his/her death.

Amount of advance/
part-final withdrawal

Date of encashment
and place

Voucher No.
Cheque No.

Signature of the Head of Office

APPENDIX - F

**FORM(I)
(See Rule 11)**

Application for sanction of Temporary Advances from General (NC) Provident Fund :

1. Name of the Subscriber
2. Account No.
3. Designation
4. Pay
5. Balance at credit of the subscriber on the date of application:
6. Amount of advance 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 & 7) and number (and amount) of monthly instalments 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

Signature of applicant

FOR OFFICE USE

- i. The purpose of the advance is/is not admissible under Rule
- ii. The balance at credit has been verified
- iii. Previous advances outstanding, if any
- iv. The amount of advance admissible is Rs.
- v. If the advance is not admissible, reasons therefor.

Superintendent

Account Officer

Order of the
Sanctioning authority

FORM - (2)

Form for sanction of Temporary Advances from General
(Non-contributory) Provident Fund.

Sanction is hereby accorded under Rule

(A) for the grant of a temporary advance of Rs.
(Rupees only) to Shri / Srimathi / Kumari
from his/her G.(NC)P.F. Account No. to enable him/her to defray expenses on
..... (B)..... (C) The advance will be recovered in monthly
instalments of Rs.each, commencing from the salary of payable in
..... (D) A sum of Rs. (Rupees..... only) out of
the advance of Rs. (Rupees) sanctioned and
paid to him / her in has not been recovered as on date. This
amount together with the advance now sanctioned aggregating Rs. (Rupees
..... only) will be recovered in monthly instalments
of Rs. each commencing from the salary of.....

- A. Quote the relevant rule
- B. Give particulars of the purpose for which advance has been sanctioned.
- C. This clause will be used only when a previous advance is not outstanding recovery. Strike out, if not applicable.
- D. This clause will be used when a previous advance is outstanding. Strike out if not applicable. If applicable and if more than one advance is outstanding for recovery as on the date of sanction of the fresh advance, full details of the temporary advances paid earlier and outstanding on the date of sanction of fresh advance and amount of unrecovered balance of each of the outstanding advances should be indicated clearly.

APPENDIX - G

Form of undertaking to be furnished by the
University employee applying for the advance.

To
The Registrar
A.P. Open University
Hyderabad.

In consideration of the University having agreed at my request to permit, for the purpose of building or acquiring a suitable house including the cost of the site thereof, withdrawal of the sum of Rs. (Rupees) only from the amount standing to my credit in the Provident Fund Account No. I hereby undertake to observe and perform the terms and conditions contained therein in so far they are applicable to me and, in particular, to comply with the following terms and conditions, namely :-

1. that the amount for which the withdrawal is applied for, shall be actually utilised for the purpose of building or acquiring a suitable house including the site thereof;
2. that, if the amount permitted to be so withdrawn is in excess of the actual expenditure incurred by me for building or acquiring a suitable house including the cost of the site thereof, the excess amount shall be refunded to the University for credit to my Provident Fund account forthwith without demur in one lumpsum whether the same shall have been demanded or not;
3. that the house proposed to be built or acquired by me with the amount so withdrawn shall be situated at my place of duty or..... where I intend to reside after retirement;
4. that in the event of my building a house, the construction of the house shall be commenced within six months of the withdrawal of the aforesaid amount and shall be completed within a period of one year from the date of commencement of construction or within such further extended period as the University may, in its absolute discretion, allow. In the event of a ready built house being purchased, any loan previously obtained by me for such purpose from private parties shall be repaid within three months of the drawal of such amount or such extended period as may be permitted by the University.
5. that in the event of my building a house, the right to build on the site on which the house is proposed to be built will be acquired by me forthwith;
6. that approved plans and permits, where necessary, from the local authorities for the purchase of building materials to the extent required shall be furnished by me;
7. that in the case of a drawal for purchase of a ready built house, I would secure an undisputed title to the house and land on which the house is built, before the purchase price is paid;
8. that so long as I am in service, I shall submit every year a declaration in the form prescribed by the University on or before the 31st December, that the house so built or acquired continues to be in my sole ownership and possession;
9. that while in service the house so built or acquired shall not be transferred by me by way of sale, mortgage or gift or on lease for a term exceeding three years or otherwise howsoever, without the previous permission of the sanctioning authority in writing.

I hereby declare that my private savings together with the amount permitted to be withdrawn will be sufficient to build or acquire the house of the type proposed and that I do not own any house other than the one which is intended to be built or acquired at the place of my duty or at my intended place of residence after retirement. I further declare that if the house is not purchased or built in accordance with the provisions of rule or if I commit any breach of any of the aforesaid terms and conditions, I shall repay to the Provident Fund for credit to my account the whole of the amount permitted to be withdrawn from the Fund in pursuance of rule

Dated this day of

20 Place Signature

APPENDIX - H FORM (1)

Form of undertaking to be furnished by the
University employee applying for the advance.

To
The Registrar
A.P. Open University
Hyderabad.

In consideration of the University having agreed at my request to permit, for the purpose of building a suitable house on the site purchased by me in terms of sub-rule () of rule the withdrawal of the sum of Rs. (Rupees) only from the amount standing to my credit in the Provident Fund Thereby undertake to observe and perform the terms and conditions contained therein so far as they are applicable to me and, in particular, to comply with the following terms and conditions, namely :

1. that the amount for which the withdrawal is applied for shall be actually utilised for the purpose of building the house;
2. that if the amount permitted to be so withdrawn is in excess of the actual expenditure incurred by me for building the house, the excess amount shall be refunded to the University for credit to my Provident Fund account forthwith without demur in one lumpsum whether the same shall have been demanded or not;
3. that the construction of the house shall be commenced within six months of the withdrawal of the aforesaid amount and shall be completed within a period of one year from the date of commencement of construction or within such further extended period as the University may in its absolute discretion allow;
4. that approved plans and permits, where necessary, from the local authorities for the purchase of building materials to the extent required shall be furnished by me;
5. that so long as I am in service I shall submit every year a declaration in the form prescribed in Form 2 of Appendix 'H' on or before the 31st December, that the house so built continues to be in my sole ownership and possession; and
6. that while in service the house so built shall not be transferred by me by way of sale, mortgage, exchange or gift, or otherwise howsoever without the previous permission of the sanctioning authority, in writing;

I hereby declare that my private savings together with the amount permitted to be withdrawn will be sufficient to build the house of the type proposed and that I do not own any house other than the one which is intended to be built at the place of my duty or at..... my intended place of residence after retirement. I further declare that if the house is not built in accordance with the provisions of sub-rule () of rule or if I commit any breach of any of the aforesaid terms and conditions, I shall repay to the Provident Fund for credit to my account the whole of the amount permitted to be withdrawn from the Fund in pursuance of rule

Dated this day of 20

(Signature)

FORM (2)
Form of Annual Declaration

To

.....

.....

I hereby declare that the house site purchased by me/the house built by me with the amount withdrawn by me from the amount standing to my credit in the Provident Fund under the provisions of sub-rule () of rule has not been transferred by me by way of sale, mortgage, exchange or gift or otherwise howsoever and that if called upon to do so, I undertake to produce before the sanctioning authority tax receipts, title deeds and such other documents as may be specified by the said authority, showing that the house-site/the house remains in my sole and absolute ownership.

Date at this day of 20

Signature :

Designation :

Witnesses to signature
(with address)

1.

2.

APPENDIX -1

Form of undertaking to be furnished by the
University employees applying for the advance.

To
The Registrar
A.P.Open University
Hyderabad.

In consideration of the University (hereinafter referred to as "the University") having agreed at my request to permit for the purpose of building or acquiring a suitable house including the cost of the site thereof or altering or making additions to the house already owned by me, withdrawal of the sum of Rs..... (Rupees only) from the amount standing to my credit in the Provident Fund, I hereby undertake to observe and perform the terms and conditions contained therein in so far as they are applicable to me and in particular, to comply with the following terms and conditions, namely:

1. That the amount for which the withdrawal is applied for, shall be actually utilised for the purpose of building or acquiring a suitable house including the cost of the site thereof or altering or enlarging a house already owned by me.
2. That if the amount permitted to be so withdrawn is in excess of the actual expenditure incurred by me for building or acquiring a suitable house including the cost of the site thereof or altering or enlarging a house already owned by me the excess amount shall be refunded to the University for credit to my provident fund forthwith without demur in one lumpsum whether the same shall have been demanded or not;
3. That the house proposed to be built or acquired by me with the amount so withdrawn shall be situated at my place of duty or where I intend to reside after retirement;
4. That in the event of my building a house or altering or making additions to a house the construction or altering or enlarging of the house shall be commenced within six months of the withdrawal of the aforesaid amount and shall be completed within a period of one year from the date of commencement of construction or alteration or making additions to the house or within such further extended period as the University may, in its absolute discretion allow;
5. That in the event of my building a house, the right to build on the site on which the house is proposed to be built, will be acquired by me forthwith;
6. That approved plans and permits, where necessary, from the local authorities for the purchase of building materials to the extent required shall be furnished by me;
7. That in the case of a drawal for the purchase of a readybuilt house, I would secure an undisputed title to the house and land on which the house is built, before the purchase price is paid;
8. That so long as I am in service, I shall submit every year a declaration in the form prescribed by the University on or before the 31st December, that the house so built or acquired or altered or additions made continues to be in my sole ownership and possession;
9. That while in service the house so built or acquired or altered or enlarged shall not be transferred by me by way of sale, mortgage or gift or on lease for a term exceeding three

years or otherwise howsoever, without the previous permission of the sanctioning authority in writing.

I hereby declare that my private savings together with the amount permitted to be withdrawn will be sufficient to build or acquire the house of the type proposed and that I do not own any house other than the one which is intended to be built or acquired at the place of my duty or at..... my intended place of residence after retirement. I further declare that if the house is not purchased or built in accordance with the provisions or if I commit any breach of any of the aforesaid terms and conditions, I shall repay to the Provident Fund for credit to my account, the whole of the amount permitted to be withdrawn from the Fund in pursuance of rule.....

Dated this day of 20

Place..... (Signature)

NOTE : Conditions 5 and 7 above are not applicable to the case of altering or making additions to a house already owned.

APPENDIX - J

Courses treated as technical in nature under rule 11(1) and rule 13-A.

The following courses should be treated as technical in nature provided that the course of study beyond high school stage :

- a. Diploma courses in the various fields of Engineering Technology, e.g., Civil Engineering, Mechanical Engineering, Electrical Engineering, Tele-communication/Radio Engineering, Metallurgy, Automobile Engineering, Textile Technology, Leather Technology, Printing Technology, Chemical Technology, etc., etc., conducted by recognised technical institutions.
- b. Degree courses in the various fields of Engineering and Technology e.g., Civil Engineering, Mechanical Engineering, Electrical Engineering, Tele-Electrical Communication Engineering and Electronics, Mining Engineering, Metallurgy, Aeronautical Engineering, Chemical Engineering, Chemical Technology, Textile Technology, Leather Technology, Pharmacy, Ceramics etc., conducted by Universities and recognised technical institutions.
- c. Post-graduate courses in the various fields Engineering and Technology conducted by the Universities and recognised institutions.
- d. Degree and Diploma courses in Architecture, Town Planning and allied fields conducted by recognised institutions.
- e. Diploma and Certificate courses in Commerce conducted by recognised institutions.
- f. Diploma courses in the Management conducted by recognised institutions.
- g. Degree courses in Agriculture, Veterinary Science and allied subjects conducted by recognised Universities and institutions.
- h. Courses conducted by Junior Technical Schools.
- i. Courses conducted by Industrial Training Institutes under the Ministry of Labour and Employment (DGE & T).
- j. Degree and Diploma courses in Art/Applied Art and allied subjects conducted by the recognised institutions.
- k. Draftsmanship courses by recognised institutions.
- l. Medical courses.
- m. Omitted.
- n. Chartered Accountancy course of three years' duration.
- o. Omitted
- p. Degree and Post-graduate courses in Home Science.
- q. Pre-Professional course in Medicine if part of regular 5 years course in Medicine.
- r. Ph.D. in Bio-Chemistry

- s. Bachelor and Masters Degree Courses in Physical Education.
- t. Degree and Post-graduate courses in Law.
- u. 'Honours' course in 'Micro-Biology'.
- v. Associateship of the Institute of Chartered Accountants.
- w. Associateship of the Institute of Cost and Works Accountants.
- x. Degree and Masters course in Business Administration or Management
- y. Diploma course in Hotel Management,
- z. M.Sc. course in Statistics.
- aa. Payment of initial charges for admission to the National Defence Academy, Khadakvasala.
- aaa. The Company Secretaryship course of the Institute of Company Secretaries of India.
- bb. The course of pre-sea training imparted on the trainingship Rajendra to prospective navigating officers on merchantships.

APPENDIX - K

Form of application for part-final withdrawal of money from the Provident Fund for House Building, purchase or redemption of houses and house-sites, higher education purposes or marriage or medical expenses.

1. Name of subscriber
2. Designation
3. Pay
4. Provident Fund Account No.
5. (a) Balance at the credit of the subscriber on the date of application.

NOTE : In the case of a part-final withdrawal for house building and marriage purposes, as well as purchase of house/house-site, the total balance at the credit of all the provident funds should be taken into account, if the subscriber subscribes to more than one Provident Fund.

- (b) If it is a second part-final withdrawal for the purpose of carrying out additions and alterations to or reconstruction of a house acquired with the help of withdrawal already made or which may be made in future from the Provident Fund, -
 - i. Amount of part-final withdrawal already taken;
 - ii. Balance at credit at the time of making the first part-final withdrawal.
6. Amount required, in the case of construction of a house or for the purchase of a house-site, the number of instalments in which it is required should be stated.
7. The purpose for which the amount is required.
 - a. If it is for house building or for the purpose of purchasing a house-site or for the express purpose of repayment of any loan taken;
 - i. for purchasing a house;
 - ii. for constructing, reconstructing a house;
 - iii. for redemption of a house
 - iv. for making additions or alterations to a house;
 - v. for purchase of a house-site;
 - vi. for repayment of a loan expressly taken for the purchase of a house-site; and
 - vii. for repayment of any loan taken under
 - b. If it is for higher education :
 - i. relationship with the person (who is actually dependent on the subscriber) for whom the withdrawal is required;

- ii. the specific course taken by the person and the name and place of the institution;
 - iii. whether the course is for more than three years and beyond the High School stage;
 - iv. whether this is the first or the second withdrawal for the current year;
 - v. the date of previous withdrawal or advance, if any, taken for this purpose;
- c. If it is for marriage or betrothal ceremony expenses :
- i. whether for, the marriage or betrothal ceremony of the subscriber's daughter/ son or for any other female relation dependent on the subscriber who has no daughter;
 - ii. whether any advance under ordinary rules has been drawn in respect of the betrothal ceremony or marriage for which the present withdrawal is sought for;
 - iii. actual date fixed for celebration of the betrothal ceremony or marriage;
8. i. Total service including broken periods, if any;
- ii. Period of service required on the date of application for attaining the age of superannuation; and
- iii. The date of superannuation;
9. (a) i. Actual cost of acquiring the house or house-site;
- ii. Anticipated cost of house proposed to be built/re-built;
- iii. Anticipated cost of additions or alterations to be made to the house;
- iv. Actual amount required for redemption of the house or house-site;
- v. Total amount and date of loan taken for the purchase of house-site and the amount outstanding against that on date;
- (b) Particulars of expenses required to be incurred on the higher education; and
- (c) Amount required for meeting marriage expenses, indicating the number of marriages to be celebrated.
10. Amount of instalment or instalments last taken, if any, for house building or/ and purchase of house-sites (State particulars of amount, dates on which taken).
11. Amount, if any, received already from other University sources, if any, for purchase of house-sites or house building purposes other than from the Provident Fund Account.

Signature of applicant:

Designation:

Recommended / Not recommended

Signature of the Head of Office
or Drawing Officer:

Designation :

Dated the

No.....

The above particulars have been verified to be correct.
Forwarded to the
(in triplicate)

CERTIFIED THAT:

- i. The part-final withdrawal has been recommended under rule
- ii. I have satisfied myself that the conditions prescribed in rules referred to above have been fulfilled and that the subscriber has produced to me the necessary deeds and papers which are enclosed;
- iii. The applicant has signed the undertaking prescribed in rule and that the same is forwarded herewith;
- iv. I have verified the progress of construction of the house and that the 2nd/3rd/4th instalment of the withdrawal may be paid;
- v. I have satisfied myself that the applicant has not taken any loan/assistance under any scheme sponsored by the..... or from any other University source and that the necessary note has been made regarding the verification of the requirements laid down in rule in case of complete repayment of loan during the service of the subscriber;
- vi. No part-final withdrawal has been granted previously to the subscriber for the same purpose; and
- vii. In addition to this part-final withdrawal, no temporary advance has been granted to the subscriber for the same purpose now.

NOTE : Delete the certificates not applicable.

Certificates in Item (ii), (iii) and (iv) above are not necessary if the part-final withdrawal is for Higher Education or betrothal ceremony or marriage purposes.

Signature:

Designation:

Dated the

No.....

Sanction of the is conveyed to the part-final withdrawal of Rs.
(Rupees) the amount being drawn in instalments.

Signature:

Designation:

Dated the

No.....

Forwarded to The Accounts Officer
for necessary action.

Signature:

Designation:

APPENDIX - L

Form of application for conversion of an advance into a part-final withdrawal.

1. Name of the subscriber
2. Designation and office to which attached
3. Pay
4. Provident Fund Account Number
5. Balance at credit on the date of application (amount actually subscribed by him along with interest due thereon,
6.
 - a. Balance outstanding to be converted into a part-final withdrawal, and
 - b. Interest due on the amount of advance taken.
7.
 - a. Purpose for which advance taken,
 - b. Date of payment of the advance, and
 - c. Amount of advance sanctioned
8. Particulars of communication under which advance was sanctioned.
9. Whether any advance or part-final withdrawal has been drawn previously for the purpose mentioned above. If so, particulars thereof.
10.
 - a. Total service, including broken periods, if any, on date of this application.
 - b. Period of service left on the date of application for attaining the age of superannuation, and
 - c. The date of superannuation.

Place:

Signature of the applicant

Station :

Date:

No.

Dated

The above particulars have been verified to be correct.

Signature and designation
of recommending authority.

Sanction of the Competent Authority.

No.

Dated

Sanction of is hereby conveyed/accorded under rule
of the APOU General (Non-Contributory) Provident Fund Rules, for the conversion into part-final
withdrawal of an amount of Rs. (Rupees)
being the outstanding balance out of the General Provident Fund advance of Rs.
sanctioned on 20 and drawn in Bill No. of for the
(purpose) to Shri / Shrimati / Kumari
..... of the office of the.....
(G.P.F. Account No.)

Signature

Designation

Dated

No.

Copy forwarded to :

- 1.
- 2.
- 3.

etc., etc.

Signature

Designation

APPENDIX - M

**The A.P. OPEN UNIVERSITY GENERAL (NON-CONTRIBUTORY)
PROVIDENT FUND RULES**

(See rule 4)

APPLICATION FOR ADMISSION TO THE PROVIDENT FUND
(to be submitted in duplicate)

1. Name of applicant :
2. Designation :
3. Branch/Section/Study Centre to which attached :
4. Date of commencement of service in regular scale of pay in APOU :
5. Scale of pay :
6. Present basic pay :
7. Whether the applicant has insured his life, if so furnish the following particulars :
 1. Name of insurance organisation
 2. No. of Policy
 3. Term of Policy : Whole life/Endowment (No. of years.)
 4. Amount assured : Rs.
 5. Annual Premium : Rs.
 6. Whether the policy is alive :
 8. Rate of monthly subscription fixed by the applicant : Rs.
 9. Married/Unmarried :
 10. Whether the applicant wants to nominate one member of his family or more than one member of his family :
 11. Remarks :

Station:

Date:

Signature of applicant

Signature of the Head of the Branch

Designation

FOR OFFICE USE

Account No. allotted :

Returned with account number allotted. This number should be quoted in all correspondence connected therewith.

Date:

Signature:

Designation:

STATUTE No. 24

APPOINTMENT POWERS AND DUTIES OF THE DIRECTORS

In exercise of the powers conferred by clause (b) of section 24 and sub section (2) of section 25 read with sub section (1) of section 11 of the Andhra Pradesh Open University, 1982 (Act No. 11 of 1982) as amended by the Andhra Pradesh Open University Acts (Second Amendment) Act, 1985 (Act No. 17 of 1985) the Executive Council makes the following statute in respect of appointment, powers and duties of Directors, namely:-

There shall be Directors viz..

1. Director (Academic)
 2. Director (Student Services)
 3. Director (Material Production)
 4. Director (Evaluation)
 5. Director (Staff Development)
 6. Director (Audio Visual Production and Research Centre)
2. The Directors shall be appointed by the Executive Council from among the Professors of the University on the Recommendation of the Vice-Chancellor for a term of three years or less provided, however the same person shall not continue for more than six consecutive years as Director of that particular branch.
3. The salary of the Director shall be an amount equal to the pay and other allowances drawn by him as Professor and an honorarium of Rs. 200/- per month.
4. (a) The Directors shall exercise the powers and perform the duties shown against each in addition to their duties as Professors:
- | | | |
|------------------------------------|---|---|
| (1) Director (Academic) | : | He shall supervise the functioning of the Faculties and provide guidelines in regard to various academic activities of the University. |
| (2) Director (Student Services) | : | He shall supervise the over-all functioning of the Study Centres of the University. |
| (3) Director (Material Production) | : | He shall supervise the Production of Print Material. |
| (4) Director (Evaluation) | : | He shall conduct evaluation studies on the student responses to academic and organizational aspects of teaching Programmes and study materials and on the systems of evaluation of student performance of the University. |

(5) Director (Staff Development) : He shall be responsible for planning and organizing programmes for Human Resource Development with regard to the various categories of the University personnel.

(6) Director (Audio-Visual Production and Research Centre) : He shall supervise the over-all functioning of the AVP&RC.

(b) In addition to the aforesaid duties, a Director shall exercise such powers and perform such duties in regard to the matters which may be delegated or entrusted to him by the Executive Council on the recommendation of the Vice-Chancellor from time to time depending upon the administrative convenience and exigencies of service.

The Vice-Chancellor may, however, suo moto or otherwise revise, amend, alter or annul any order or action taken by a Director.

(Statute amended by Executive Council in Resolution No.1 of the Fifty First Meeting held on 06-08-1991 and assent of Chancellor accorded on 20-07-1992).

