

CHAPTER IX

Section 1--Conditions of Service, Leave, etc. of the Servants of the Board.

The Regulations in this chapter apply to all permanent whole-time servants of the Board, who are not allowed vacations, excluding those whose services have been lent to the Board by Government or who are on leave from a Government post.

1. New entrants into the service of the Board shall, before they are appointed, be required to produce a medical certificate of fitness from a Medical officer appointed by the Board for the purpose.

2. Leave is earned by duty only.

3. (i) A servant who resigns or is discharged from the employment of the Board cannot, if re-employed after an interval, count his former service towards leave without the permission of the Authority re-appointing him.

(ii) A servant who is dismissed or removed from the Board's service, but is re-instated, is entitled to count his former service towards leave unless the Authority re-instating him declares that he shall not so count it in whole or in part.

4. Notwithstanding anything contained in these Regulations, Officers appointed on contract of not less than five years will be entitled to leave under the Regulations contained in this chapter.

5. Leave cannot be claimed as a right. When the exigencies of the Board's service so require, discretion to refuse or revoke leave of any description is reserved to the Authority empowered to grant it.

6. All orders recalling a servant to duty before the expiry of his leave should state whether the return to duty is optional or compulsory. If it is compulsory, the servant shall be

entitled to travelling allowance, but shall get leave salary up to the date he joins the post.

7. A servant who remains absent after the expiry of his leave is not entitled to leave salary during the period of such absence. Wilful absence from duty after the expiry of leave involves forfeiture of appointment.

8. The power of granting leave to the Secretary of the Board shall rest with the Controlling Authority.

9. The Secretary of the Board shall have full powers in the matter of appointment, leave, grant of increments, dismissal, suspension, fine and degradation of class IV servants of the Board's office, provided that such persons shall have a right of appeal to the Chairman in the cases of dismissal or punishment. The Chairman of the Board shall exercise similar powers in the case of other staff of the Board's office, provided that such persons shall have the right of appeal to a Tribunal consisting of three members, one nominated by the Controlling Authority, one by the Board and one an independent person, in cases of dismissal, punishment or appointment by promotion.

10. For every servant, a service book or service roll shall be maintained by the Board in the form in which they are maintained in Government offices, and the Secretary shall have them kept up-to-date. An up-to-date leave account shall be maintained by him in a suitable form.

11. Leave may be of the following kinds which may be combined with each other, subject to limits laid down in these rules :—

- (i) Leave on full pay ;
- (ii) Leave on half pay ;
- (iii) Leave on quarter pay (on medical certificate) ;
- (iv) Leave without pay.

Notes—(i) Casual leave is not treated as regular leave and is not debited to the leave account. Casual leave shall not be combined with regular leave of any kind.

- (ii) "Pay" means substantive pay and does not include acting allowance.

12. Leave on full pay which a servant earns is one-twelfth of the period he remains on duty. He also earns leave on half pay equal to one-twelfth of the period spent on duty.

13. It will be at the discretion of the Sanctioning Authority to grant leave on half pay even if leave on full pay is due, if it is necessary to do so in the interest of the Board.

14. The maximum period of leave on full pay which a servant can take at any one time either separately or in combination with any other leave is four months.

15. The maximum period of leave (on full pay and half pay) with allowances which a servant can take at any one time is two years. This period may be extended by six months if the extension of leave is granted on quarter pay on medical certificate under Regulation 17.

16. A servant on return from leave on full pay taken separately or in combination with any other leave must remain on duty for at least six months before he can again be granted leave on full pay :

Provided that in case of urgent necessity or sickness, the Sanctioning Authority may, at his discretion, grant leave on full pay to a servant of the Board before the expiry of six months from the date he last returned from leave on full pay.

17. When a servant applies for leave on medical certificate and no leave on full or half pay is due to him, leave on quarter pay may be granted to him, subject to the condition that the total period for which such leave is granted to a servant during the whole period of service, shall not exceed two years.

Note 1.—The medical certificate shall be from a Civil Surgeon in cases in which the salary exceeds Rs. 300/-. In cases where the salary does not exceed Rs. 300/-, the medical certificate shall be from a medical officer not below the rank of an Assistant Surgeon.

Note 2.—In support of an application for leave or for extension of leave on medical certificate from the class IV servants of the Board, the Authority

competent to grant leave may accept such certificates as it may deem sufficient.

Note 3.—The possession of a medical certificate does not in itself confer upon the servant of the Board concerned any right to avail of leave. The certificate should be submitted to the Authority competent to grant the leave and the orders of that authority should be awaited.

18. In case of necessity and when no other leave is due, leave without pay may be granted, subject to the condition that, no servant can be granted such leave for more than two years during the whole period of his service. No servant is entitled to leave without pay as a matter of right.

19. Casual leave may be granted upto a limit of 12 days in a Calendar year, subject to the condition that not more than 6 days' casual leave shall be granted at a time. Sundays or holidays falling at the beginning or at the end or in between the period of casual leave, shall not be treated as casual leave.

Notes.—(1) The condition laid down in this Regulation may be relaxed by the Chairman in special cases.

(2) Three days late arrival in the office of an employee of the Board in one calendar month will be treated as one day's casual leave, or such other leave as is due to him.

20. Notwithstanding anything contained in the foregoing Leave Rules, it shall be within the discretion of the Controlling Authority to grant leave ex-India on such terms and for such period as it may deem fit in any particular case.

21. Servants belonging to the class IV establishment may be granted leave under the preceding Regulations provided no extra expense is involved. The leave-salary of the absentee should, therefore, not exceed what remains from his pay after provision has been made for efficient discharge of his duties. When, however, the Secretary is satisfied that the leave is urgently required he may notwithstanding this rule sanction leave salary at a higher rate provided the extra

expenditure entailed in a year does not exceed one month's full pay of the absentee.

22. Permanent members of the staff of the Board in service on 29-9-1956 had been given a choice to opt either the leave rules of the Board or the leave rules in force in the Central Government. The option once given is final. The option in each case should have been registered on the date from which this Regulation took effect.

Leave to members of the staff appointed after 29-9-1956 and to those who opted for the Central Government Leave Rules will be granted in accordance with the leave rules in force in the Central Government.

23. Members of the Board's Ministerial staff may be paid acting allowance according to the following rules :—

- (i) Acting allowance is an allowance given in addition to substantive pay, if any, to an officer who is appointed to officiate in an appointment of which either there is no holder or of which the holder is an absentee.
- (ii) An officer holding an appointment substantively, if appointed to officiate in another appointment, shall not draw an acting allowance, unless the officiating appointment involves the assumption of duties or responsibilities of greater importance or of a different character. This condition is not fulfilled if the two appointments are on the same scale of pay.
- (iii) An officer with the substantive appointment on a progressive scale of pay officiating in another appointment is entitled to (1) his substantive pay with the increments thereon as they fall due and (2) the acting allowance equal to one-fifth of the minimum pay of the new appointment, provided that his total emoluments do not exceed the minimum pay of the appointment in which he is appointed to officiate.

In cases where the pay of the officiating incumbent in respect of his own post is equal to or more than the minimum pay of the higher grade in which he is asked to officiate, the person asked to officiate in the higher grade will draw as his pay the stage of the higher time scale, next above his substantive pay, in respect of the old post.

- (iv) Subject to the sanction of the Chairman, the Secretary shall, according to the nature and importance of the work, decide whether in cases of absence on leave of a member of clerical staff, an extra hand is necessary to carry on the Board's work, and shall also determine the amount of the salary of the extra hand, if any, and the allowances to be allowed to one or more members of the permanent staff who may be required to carry on the Board's work during the period of absence on leave of the permanent incumbent.
- (v) Officiating period in a higher scale will count towards increment on the same basis as are laid down under fundamental rules applicable to Government servants.

Similar arrangements for carrying on work may be made in the case of a permanent vacancy occurring in other staff of the Board's office only for such time as the vacancy is not duly filled up.

24. The age of retirement of the employees of the Board shall be 58 years, subject to such conditions as may be laid down by the Government of India from time to time relating to the retirement of any employee after he has attained the age of 55 years.

Provided that in special cases the Appointing Authority may permit any employee to continue in service, after he has attained the age of 58 years, for a period of one year at a time upto a total period of two years ; *i.e.* until such employee attains the age of 60 years.

Section II—Provident Fund and Gratuity :

1. In these Regulations—

- (a) "Salary" means monthly Salary and includes all fixed monthly allowances by way of pay acting or personal allowances, but does not include any other allowance.
- (b) "Servant" means every whole-time officer or servant of the Board, other than one whose services have been lent to the Board by Government or who is on leave from a Government post, appointed permanently to a substantive appointment carrying a salary of Rs. 12 per mensem or more.

N.B.—Persons appointed on probation to permanent posts shall be eligible to subscribe to the Fund.

- (c) "Subscriber" means a servant on whose behalf a deposit is made under these rules.
- (d) "Savings Bank" means the Post Office Savings Bank.
- (e) "Interest" means the interest which is paid on a deposit in the Post Office Savings Bank.

2. Every permanent servant of the Board shall subscribe to the Provident Fund at the rate of $8\frac{1}{2}$ percent of his salary. This amount shall be deducted by the Board from every salary bill presented. In the calculation of this deduction, fractions of a rupee of the salary shall be omitted. Deductions from the salaries of depositors, when on leave on less than full pay, shall be optional. The amount so deducted, together with the contribution by the Board under Regulation 3 below shall be deposited in the Savings Bank to the credit of an account opened in the name of each subscriber. The payments in respect of the monthly deductions and contributions shall, as far as possible, be made into the Bank within two days of the receipt of the money.

Provided that the Controlling Authority may permit the Secretary of the Board to open Provident Fund Account with a Bank approved for the purpose, if an employee of the Board is not covered by the Teachers Provident Fund Rules.

Note—Servants of the Board are given the option of raising their subscription to the Fund to 12 or 16 per cent of their salary, if desired, either permanently or for specified period.

3. The Board shall make a contribution at the rate of 12 per cent of the salary of each subscriber appointed prior to February 15, 1956. In the case of persons appointed permanently to a substantive post after February 15, 1956, the contribution to the Provident Fund by the Board will be at the rate of 6½% of the salary till 31st March, 1962 and 8½% per cent thereafter subject to the condition that if the said employees do not subscribe a similar amount from their salary to the Contributory Provident Fund from 1st April, 1962, the Board's contribution will remain at 6½ per cent. In the case of a person confirmed in a substantive post after 31st March 1962, the Board shall make a contribution at 8½% of the salary.

4. Investment in Government Securities through the Post Office or Postal Cash Certificates of the amount to the credit of a subscriber shall be permissible on the conditions that—

- (i) in the case of Government Securities, no Security of the face value of less than Rs. 100 shall be purchased at one time;
- (ii) the Securities shall be kept in the custody of the Accountant General, Posts and Telegraphs and the receipts thereof in the custody of the Secretary; and
- (iii) the Postal Cash Certificates shall be kept in the custody of the Secretary.

5. The Board may under such conditions, as may be prescribed, permit the payment of premia on Life Assurance Policy or Policies on the life of subscriber out of his personal subscription to the Provident Fund Account, under Regulation 2 above. The amount to be deposited in the Provident Fund Account of the subscriber shall be reduced to the extent of such premia; provided that the Insurance Company is approved

by the Chairman and that the policy is assigned to the same person or persons who is/are declared as beneficiary of the Provident Fund.

6. Subscribers to the Board's Provident Fund on whose behalf accounts are opened at the Post Office under the provision of these Regulations shall not be deprived of their right to open their own Savings Bank accounts in the Post Office Savings Bank.

7. Advances and withdrawals out of contributory provident fund to the employees of the Board will be in accordance with the Govt. of India Rules in force.

8. Class IV servants employed before the application of the Provident Fund Rules to them, will also be eligible, at the discretion of the Chairman, to a gratuity, in addition to the benefit of the Provident Fund under Regulation 1(b), subject to a maximum of six months salary, payable at a rate not higher than 6/10th of the salary drawn on the last day before the class IV servant began to subscribe to the Provident Fund, per one complete year's service, in respect of the service put in by the incumbent prior to his becoming eligible for the Provident Fund benefit, on termination of his service.

9. Notwithstanding anything contained in these Regulations, officers appointed on contract for three or more years shall be eligible to subscribe to the Fund.

Rules for Grant of Gratuity

1. Gratuity will be granted to the whole-time employees of the Board for good, efficient and faithful service and shall exclude the following categories of employees :—

- (i) Casual and non-regular employees ;
- (ii) Govt. servants and other employees on deputation ;
- (iii) Employees on contract basis ;
- (iv) Re-employed persons:

2. It shall be granted in the following circumstances :—

- (a) Discharge on abolition of post.
- (b) Permanent incapability due to bodily or mental infirmity.

(c) Superannuation.

(d) Retirement after 30 years of qualifying service provided that

(i) Gratuity will not be admissible to an employee who resigns from service (Voluntary retirement after 30 years' qualifying service would not constitute resignation), or whose services are terminated for misconduct, insolvency or inefficiency.

(ii) Except in the case of death, gratuity will be admissible after 5 years' qualifying service.

3. Qualifying service means all service rendered in the Board after completion of 18 years of age except period(s) of service rendered in casual vacancies and extraordinary leave without leave salary.

4. (a) Gratuity will be equal to 15 days' emoluments for each completed year of service subject to a maximum of 15 times the emoluments or Rs. 24,000/-, whichever is less.

(b) In the case of the employees appointed prior to February 15, 1956, the amount of gratuity will be equal to 10 days' emoluments (or 1/3 of the monthly emoluments) for each completed year of service subject to a maximum of 10 times the emoluments, or Rs. 16,000/- whichever is less.

(c) In the case of death, the amount of gratuity will be calculated either under (1) above or as worked out below, whichever be more :—

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| (1) During the first year of service. | 2 months emoluments. | Reduced by the amount of |
| (2) After one year but before 5 years' service. | 6 months emoluments. | Board's contribution together with interest |
| (3) After completion of 5 years' service. | 12 months emoluments. | thereon standing to the C.P.F. A/c of the employee concerned. |

Emoluments for the purpose of gratuity shall mean the average of pay (which term includes special pay, dearness pay and subsistence grant, if any) drawn during 36 months preceding the date of quitting service.

5. Every employee shall make a nomination conferring on one or more persons of his family the right to receive the gratuity in the event of his death while in service or after quitting service but before payment of gratuity is made including the shares payable to each members. In the case of an employee having no family, the nomination may be made in favour of a person or persons, of a body of persons, corporate or in-corporate.

In the event of there being no nomination, the gratuity on death may be paid in the manner indicated below :—

- (a) If there are one or more surviving members of the family as in (i) to (iii) below, it may be paid to all such members in equal shares.
- (b) If there are no such surviving members of the family as in (i) to (iii) but there are one or more surviving members of the family as in (iv) to (viii) below, the gratuity may be paid to all such members in equal shares.

Family shall include the following :—

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| (i) Wife/Husband. | •Including step children and adopted children. |
| (ii) Sons. • | |
| (iii) Unmarried & widowed daughter. • | ••Including step brothers and step sisters. |
| (iv) Brothers below 18 yrs. of age and unmarried and widow sisters: •• | |
| (v) Father. | |
| (vi) Mother. | |
| (vii) Married daughters, and | |
| (viii) Children of a pre-deceased son. | |

6. The Board shall maintain a separate consolidated Gratuity Account with a Bank approved for the purpose, and deposit in this account before the close of each financial year a sum equal to 1/24th of the total emoluments (as defined in rule (4) (iv-c) above) disbursed during that year to all the employees of the Board except those excluded vide rule (1). Gratuity

shall be paid out of this account and when payable to an employee.

Section III—Rules relating to the Life Assurance of the members of the staff of the Board.

1. Payment of premia on the Life Assurance Policy on the life of the subscriber himself may, at the option of the subscriber, be made out of his own subscriptions to the Provident Fund; provided a fresh Policy is taken and the total annual premium does not ordinarily exceed the total subscriptions in any one year.

2. The Board will not make any payments on behalf of the subscriber to Insurance Companies, or take steps to keep the Policy alive. The subscriber himself will be responsible in this respect.

3. A subscriber who desires to withdraw any amount for payment of premium shall apply for it in writing to the Secretary and shall attach to the application premium warrant, well before the date of payment.

4. The receipt of the payment of the premium from the Assurance Company concerned shall be submitted by the subscriber to the Secretary, as soon as it is received by him.

5. The Policy which is not for the benefit of the subscriber's wife, and or his children shall be assigned to the Board, in which case the form of the Policy shall be such as can be legally assigned to the Board.

6. The Policy should be assigned three months after the payment of the first premium or within reasonable time in the case of the company whose headquarter is outside India.

7. The Policy after being assigned shall be kept in the safe custody of the Secretary.

8. If the Policy is not assigned and delivered, within three months or within a reasonable time in case of a company whose headquarters are outside India, to the Secretary for being kept in his safe custody, the Secretary shall recover the amount paid as premium on the Policy from the emoluments of the subscriber together with interest at the rate allowed by the Post Office and credit the same to his Provident Fund Account.

9. In case of retirement, resignation or death, the Policy shall be handed over by the Secretary to the subscriber or the assignee as the case may be. But in the case of a Policy which has been assigned to the Board, the Policy shall be reassigned by the Board in the name of the subscriber on his resignation or retirement, while in case of death, the dues on the Policy shall be realised by the Secretary and paid to the person declared as beneficiary of the Provident Fund.

10. If a Policy matures in the life time of the subscriber during his service, the amount due on the Policy shall be realised by the subscriber or the Secretary as the case may be, and shall be credited to his Provident Fund Account.

11. If a Policy lapses on account of non-payment of premium and cannot be made even 'paid up' the whole amount paid so far, as premium shall be recovered from the emoluments of the subscriber and credited to his Provident Fund Account.

12. No Subscriber is allowed to take any loan on the Policy.

Form of Assignment to the Board

I, A.B. of.....hereby assign unto the Central Board of Secondary Education, the within Policy of Assurance as security for payment of all sums, which under the Rules 9, 10 and 11, may hereafter become liable to pay, to the Board's Provident Fund. I also hereby certify that no prior assignment of the within Policy exists.

Place.....

Dated.....

Form of re-assignment of the Board

All sums which have become payable by the above named A.B. under Rules 9, 10 and 11 Section III, Chapter IX of the Regulations of the Board, relating to the Provident Fund having been paid and all liability for payment by him of any

such sums in the future having ceased, the Central Board of Secondary Education, doth hereby re-assign the within Policy of Assurance to the said A. B.

Place.....

Dated... ..

SECTION IV—House Building Advances

1. Advances for the construction of houses may be made by the Board to the servants of the Board drawing a salary of not less than Rs. 50/- per month

2. Advances may be made under the sanction of the Chairman, whose action will be reported to the Board, to the servants of the Board who desire to build houses for occupation for themselves. No advance is permissible for the construction of a house, except the place where the servant is actually serving. Also no advance is ordinarily permissible to a servant who is likely to retire before complete recovery can be effected.

3. All such advance must be bonafide required for the purpose of building suitable houses for the personal residence of the servants concerned, and if more is advanced than shall be actually expended for the purpose, the surplus shall be refunded to the Board.

4. The advance should be drawn by instalments, the amount of each instalment being such as is likely to be required for expenditure in the next three months. Satisfactory evidence should be produced to show that the amount of the instalment has been actually utilised for the purpose for which it was drawn before the next instalment is paid. The repayment shall commence from the thirteenth issue of pay after the first instalment is taken and be completed in not more than

12 years or before the date of superannuation which ever is earlier.

5. The advance shall not exceed 48 months pay or Rs. 35,000 - which-ever is less of the servant of the Board to whom it is made and not more than one advance shall be made for the same house ; and no servant may receive a second advance while any portion of a previous advance with simple interest ocured thereon at the rate of 5 percent per annum is outstanding against him. The interest will be calculated on balances outstanding on the last day of each month.

6. Advances will be recovered by the deduction of monthly instalments, equal to not less than 33 1/3% of the pay from the pay bills of the Board's servant concerned. The authority sanctioning an advance may, however, permit recovery to be made in a smaller number of instalment if the servant receiving the advance so desires. The amount of interest calculated in accordance with rule 5 above will be recovered in one or more instalments, each such instalment being not appreciably greater than the instalments by which the principal was recovered. The recovery of interest will commence from the month following that in which the whole of the Principal had been repaid.

7. In order to secure the Board from loss consequent on a servant dying or quitting the service before complete repayment of the advance with interest, the house so built, together with the land it stands upon, must be mortgaged to the Board by whom the morgage property will be released on liquidation of the full amount due.

8. The applicant must satisfy the Sanctioning Authority regarding his title to the land upon which the house is or is proposed to be built.

9. Application for the advance must be made to the Secretary who will record his opinion as to the necessity for the assistance solicited. The applicant must certify that the sum is to be expended in building only, and pledge himself that should there be any surplus funds after the house is completed, they will be at once refunded to the Board.

10. Advances may also be made to the servants of the Board for the purchase of a house. In this case the advance may be drawn in full at once but satisfactory evidence should be produced before the authority sanctioning the advance to show that the amount advanced has been spent on the purchase within three months of his drawal. The repayment in this case shall commence with the first issue of pay after the advance is taken and be completed in four years. The general principles regarding the advance for the construction of houses shall be applicable in this case.

SECTION V—Advances for purchase of conveyances.

Subject to the availability of the funds, the Board may sanction an advance to an employee of the Board for the purchase of a (1) Motor Car, (2) Motor Cycle, (3) Cycle, provided the following conditions are fulfilled :—

I. MOTOR CAR

1. The total amount to be advanced to an employee of the Board should not exceed 16 months' pay or Rs. 16,000/- or the anticipated price of the car whichever is less.

2. Recovery will be made in not more than 80 monthly instalments deducted from the pay bill of the employee concerned. It will commence with the first issue of pay after the advance is drawn. Simple interest at the rate fixed by the Board (and which may vary from year to year) on the basis of the rate prescribed for such advances by the Government of India will be charged and will be recovered in one or more instalments, each such instalment being not appreciably higher than the instalments by which the principal was recovered. The recovery of interest will commence from the month following that in which the repayment of the principal has been completed.

Notes (1)—The amount of the advance to be recovered monthly should be fixed in whole rupees, except in the case of the last instalment when the

remaining balance including any fraction of a rupee should be recovered.

Note (ii)—If in any particular case, the advance is drawn in more than one instalment the rate of interest recoverable should be determined with reference to the date on which the first instalment is drawn.

Note (iii)—An employee of the Board who is on leave or is about to proceed on leave and for whom an advance has been approved, will not be allowed to draw the advance earlier than a week before the expiry of the leave.

3. Except when an employee of the Board proceeds on leave exceeding four months or retires from the service or is transferred to an appointment the duties of which do not render the possession of a motor car necessary, previous sanction of the Board is necessary to the sale by him of a car purchased with the aid of an advance which, with interest accrued, has not been fully paid.

4. In all cases in which a car is sold before the advance received for its purchase from the Board with interest has been fully repaid, then the sale proceeds must be applied, so far as may be necessary, towards the repayment of such outstanding balance provided that when the car is sold only in order that another car may be purchased the Board may permit the employee to apply the sale proceeds towards such purchase subject to the following conditions:—

- (1) The amount outstanding should not be permitted to exceed the cost of the new car;
- (2) The amount outstanding shall continue to be repaid at the rate previously fixed; and
- (3) The new car must be insured and mortgaged to the Board as required by these rules.

5. A servant of the Board who draws an advance for the purchase of a motor car is expected to complete his negotiations for the purchase of, and pay finally for the car, within

one month of the date on which he draws the advance ; failing such completion and payment, the full amount of the advance drawn, with interest thereon for one month, must be refunded to the Board. This condition shall always be mentioned in letters sanctioning such advances.

6. At the time of drawing the advance the applicant should be required to execute an agreement in the prescribed form 'A' and on completing the purchase, he should further be required to execute a mortgage bond or the prescribed form 'B' hypothecating the car to the Board as security for the advance. The cost price of the car should be entered in the schedule of specifications attached to the mortgage bond.

7. The mortgage bond should be kept in the safe custody of the Secretary of the Board and that of the Secretary with the Chairman of the Board. When the advance has been fully repaid, the bond should be returned to the person concerned duly cancelled.

8. The car must be insured against full loss by fire, theft or accident. Insurance on owner driven, or other similar qualified terms is not sufficient for the purpose of this rule. Insurance policies at a reduced rate of premium may, however, be accepted as adequate in the case of motor cars where the owner of the car undertakes to meet the first Rs. 50/- or so of a claim preferred against an Insurance Company in the event of an accident. Such insurance should be effected within one month from the date of purchase of the motor car.

9. The Board will obtain from the employee of the Board drawing the advance, a letter in Form 'C' to the Motor Insurance Company with which the motor car is insured to notify to them the fact that the Board is interested in the Insurance Policy secured. The Board will itself forward the letter to the Company and obtain their acknowledgement. In the case of insurances effected on annual basis this process should be repeated every year until the advance has been fully repaid to the Board.

10. Contravention of these regulations will render the employee of the Board liable to refund the whole of the

amount advanced with interest accrued, unless good reason is shown to the contrary. The amount for which the conveyance is insured during any period should not be less than the outstanding balance of the advance with interest accrued at the beginning of that period and the insurance should be renewed from time to time until the amount due is completely repaid. If, at any time and for any reason, the amount insured under a current policy is less than the outstanding balance of the advance, including interest already accrued, the employee of the Board should refund the difference to the Board. The amount to be refunded must be recovered in not more than three monthly instalments.

II. MOTOR-CYCLE SCOOTER

The Board may sanction an advance to an employee of the Board for the purchase of a motor-cycle subject *mutatis mutandis* to the conditions laid down in paras 2 to 10, provided that the amount of the advance does not exceed Rs. 3,000/- or 10 months pay or the anticipated price of the vehicle, whichever is the least.

1. The amount of the advance will, however, be recoverable in not more than 60 instalments.

III. CYCLE

1. The Board may sanction an advance for the purchase of a cycle to an employee of the Board in receipt of a basic pay not exceeding Rs. 300/- per mensem. The maximum amount of advance should not exceed Rs. 200/- or four months basic pay or the actual price of the bicycle whichever is less.

2. The employee who takes an advance under this rule, should within one month after drawing the advance, furnish to the Secretary of the Board a certificate giving full particulars of the cycle purchased with the advance and the cash receipt obtained for the amount actually paid for it.

3. Recovery will be made in not more than 24 instalments. It will commence with the first issue of pay after the advance is drawn. Simple interest at the rate fixed by the

Board (and which may vary from year to year on the basis of the rate prescribed for such advances by the Government of India) will be charged and will be recovered in one or more instalments, each such instalment being not appreciably higher than the instalments by which the Principal was recovered. Recovery of interest will commence from the month following that in which the repayment of the principal has been completed.

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

(ii) If in any particular case advance is drawn in more than one instalment the rate of interest recoverable should be determined with reference to the date on which the first instalment is drawn.

4. The cycle purchased with the advance will be considered the property of the Board until the advance with interest accrued thereon has been fully repaid.

5. An advance should not ordinarily be granted within three years of a previous advance for the same purpose, unless satisfactory evidence is produced by the servant concerned to the effect that the cycle purchased with the help of the earlier advance has been lost or has become unserviceable. In the latter case, the sanctioning authority concerned should satisfy itself that the cycle already in possession of the employee of the Board has been lost or has become unserviceable as the case may be.

6. In the case of temporary employees, the following conditions must be observed :—

(a) The surety of a permanent employee of the Board in Form 'D' must be produced before an advance is sanctioned.

(b) The sanctioning authority must satisfy itself that the employee of the Board is likely to continue in

service till such time as the advance is completely recovered.

- (c) In the event of a temporary employee of the Board being discharged before the advance is completely recovered the balance of the advance must be recovered in one lump sum before discharge.

FORM 'A'

FORM OF AGREEMENT TO BE EXECUTED AT THE TIME OF DRAWING AN ADVANCE FOR THE PURCHASE OF A MOTOR VEHICLE.

AN AGREEMENT made— — — Day of— — — one thousand nine hundred and— — — BETWEEN— — — (hereinafter called the Borrower), which expression shall include his legal representative and assignee, of the one part and THE CHAIRMAN of the Central Board of Secondary Education (hereinafter called the Chairman) of the other part. WHEREAS the Borrower has, under the Regulations of the Central Board of Secondary Education hereinafter referred to as the said regulations which expression shall include any amendments thereof for the time being in force, applied to the Chairman for a loan of Rs.— — — for the purchase of a motor vehicle and the Chairman has agreed to advance the said amount to the Borrower on the terms and conditions hereinafter contained. NOW IT IS HEREBY AGREED between the parties hereto that in consideration of the sum of Rs.— — — paid by the Chairman to the Borrower (the receipt of which the Borrower hereby acknowledges) the Borrower hereby agrees with the Chairman (1) to pay the Chairman the said amount with interest calculated according to the regulations by monthly deduction from his salary as provided for by the said regulations and hereby authorises the Chairman to make such deductions and ; (2) to expend within one month from the date of these presents the full amount of the said loan in the purchase of a motor vehicle or if the actual price paid is less than the loan to repay the

difference to the Chairman forthwith; and (3) to execute a document hypothecating the said motor vehicle to the Chairman as security for the amount lent to the Borrower as aforesaid and interest in the form provided by the said regulations, AND IT IS HEREBY LASTLY AGREED AND DECLARED that if the motor vehicle has not been purchased and hypothecated as aforesaid within one month from the date of these presents or if the Borrower within that period becomes insolvent or quits the service of Board or dies, the whole amount of the loan and interest accrued thereon shall immediately become due and payable.

IN WITNESS whereof the Borrower has hereunto set his hand the day and year first before written.

Signed by the said.....

in the presence of.....

FORM 'B'

FORM OF MORTGAGE BOND FOR THE MOTOR VEHICLE ADVANCE.

THIS INDENTURE made this..... day of..... one thousand nine hundred and..... BETWEEN..... (hereinafter called "the Borrower") of the one part and the Chairman of the Central Board of Secondary Education (hereinafter called "the Chairmar") of the other part.

WHEREAS the Borrower has applied/applied for and has been granted an advance of Rupees..... to purchase a Motor vehicle on the terms of Paragraphs 1 to 10 of the regulations of the Central Board of Secondary Education for the grant of advance for the purchase of motor car (hereinafter referred to as "the regulations" which expression shall include any amendment thereof or addition thereto for the time being in force) AND WHEREAS one of the conditions upon which the said advance has been/was granted to the Borrower is/was that the Borrower will/would hypothecate the said Motor vehicle

to the Chairman as security for the amount lent to the Borrower and WHEREAS the Borrower has purchased with or partly with the amount so advanced as aforesaid the Motor vehicle particulars whereof are set out in the Schedule hereunder written.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and for the consideration aforesaid the Borrower doth hereby consent to pay to the Chairman the sum of Rs.....aforesaid or the balance thereof remaining unpaid at the date of these present by monthly instalments of Rs..... each on the first day of every month and will pay interest on the sum for the time being remaining due and owing calculated according to the said Regulations and the Borrower doth agree that such payments may be recovered by monthly deductions from his salary in the manner provided by the said Regulations and in further pursuance of the said agreement the Borrower doth hereby assign and transfer unto the Chairman the Motor vehicle the particulars whereof are set out in the Schedule hereunder written by way of security for the said advance and the interest thereon as required by the said Regulations.

And the Borrower doth hereby agree and declare that he has paid in full the purchase price of the said Motor vehicle and that the same is his absolute property and that he has not pledged and so long as any money remains payable to the Chairman in respect of the said advance, will not sell, pledge or part with the property in our possession of the said Motor vehicle. Provided ALWAYS and it is hereby agreed and declared that if any of the said instalments of principal or interest shall not be paid or recovered in the manner aforesaid within ten days after the same is due or if the Borrower shall die or at any time cease to be in Board's service or if the Borrower shall sell or pledge or part with the property in or possession of the said Motor vehicle or become insolvent or make any composition or arrangement with his creditors or if any person shall take proceedings in execution of any decree or judgment against the Borrower the whole of the said principal sum which shall then be remaining due and unpaid together

with interest thereon calculated as aforesaid shall forthwith become payable AND IT IS HEREBY AGREED AND declared that the Chairman may on the happening of any of the events hereinbefore mentioned seize and take possession of the said Motor vehicle and either remain in possession thereof without removing the same or else may remove and sell the said motor vehicle either by public auction or private contract and may out of the sale money retain the balance of the said advance then remaining unpaid and any interest due thereon calculated as aforesaid and all costs charges, expenses and payments properly incurred or made in maintaining, defending or realising his rights hereunder and shall pay over the surplus, if any, to the Borrower, his executors, administrator or personal representatives PROVIDED FURTHER that the aforesaid power of taking possession or selling of the said Motor vehicle shall not prejudice the right of the Chairman to sue the Borrower or his personal representatives for the said balance remaining due and interest thereon in the case of the Motor vehicle being sold the amount owing AND the Borrower hereby further agrees that so long as any moneys are remaining due and owing to the Chairman he, the Borrower, will insure and keep insured the said Motor vehicle against loss or damage by fire, theft, or accident with an Insurance Company to be approved by the Chairman and will produce evidence to the satisfaction of the Chairman that the Motor Insurance Company with whom the Motor vehicle is insured have received notice that the Chairman is interested in the policy AND the Borrower hereby further agrees that he will not permit or suffer the said Motor vehicle to be destroyed or injured or to deteriorate in a greater degree than it would deteriorate by reasonable wear and tear thereof AND further that in the event of any damage or accident happening to the said Motor vehicle the Borrower will forthwith have the same repaired and made good.

In WITNESS whereof the said.....(Borrower) hath hereunto set his hand the day and the year first above written.

SCHEDULE

Description of Motor vehicle

Maker's Name

Description.

No. of Cylinders.

Engine Number.

Chassis No.

Cost price

Signed by the Borrower.....

in the presence of.....

'FORM C'

**LETTER INTIMATING TO THE INSURANCE COMPANY,
THE BOARD'S INTEREST IN INSURANCE
POLICIES OF MOTOR CARS, ETC.**

To

The Manager,

.....Insurance Co.,.....

Through : The Chairman,

Central Board of Secondary Education.

Dear Sir,

I beg to inform you that the Chairman of the Central Board of Secondary Education is interested in the Motor Car/Cycle Insurance Policy No.....secured in your Company and request you that you will kindly make a note of this fact in the records of the Company.

Yours faithfully,

Full address.....

Date.....

Forwarded. The receipt of the letter may please be acknowledged. It is also requested that the undersigned may kindly be informed whenever any claim is paid under the Policy and also if the premium is paid periodically for renewal.

Signature

Designation

Place.....

Date.....

FORM 'D'
SURETY BOND

KNOW ALL MEN BY THESE presents that I.....
..... son ofresident of.....in the
District of.....at present employed as a.....
(permanent.....) in the.....(hereinafter called
the surety) am firmly bound unto Chairman of the Central
Board of Secondary Education.....in the sum of
Rs.together with interest thereon for which
payment to be well and truly made I hereby bind myself, my
heirs, executors, administrators and representatives by these
presents sealed with my seal this..... day of..... 196 ..

2. Whereas..... son ofresident of
.....in the district of..... at present employed a
a temporary/quasi-permanent.....in the.....
(herinafter called the borrower) has at his own request been
granted by the Chairman, Central Board of Secondary Edu-
cation, a loan of Rsfor the purchase of a bicycle
for his own use and that the said borrower has undertaken to
repay the said amount in.....monthly instalments
(first.....of Rs..... each and last
.. of Rs.....) with interest at the rate
from time to time fixed for purpose by the Chairman.

3. Now the condition of this obligation is such that if the said borrower shall, while employed in the said Board, duly and regularly pay or cause to be paid to the Chairman amount of the loan aforesaid by instalments, with interest on the whole or such amount as shall from time to time remain owing on the first day of each calendar month, the first payment to be made on the day of 196 , until the said sum of Rs together with interest thereon, shall be fully paid, then this bond shall be void, otherwise the same shall be and remain in full force. But so nevertheless that if the borrower shall die or become insolvent or at any time cease to be in the service of the Chairman the whole or so much of the said principal sum of Rs as shall then remain unpaid, together with interest which shall have accrued due thereon shall immediately become due and payable to the Chairman and be recoverable from the Surety in one instalment by virtue of this bond.

Signature of Surety

Witness

Signature of Borrower

Place.....

Place

Date.....

Date.....

SECTION VI—Rules for Transfer

After the reconstitution of the Board, the staff of the Delhi and Ajmer offices shall function as two distinct units till further orders. The staff employed in the Ajmer office shall be remunerated on the scales of pay prescribed for the employees of the Board prior to reconstitution and the staff of the erstwhile Delhi Board drawn from the Delhi Administration shall be remunerated in accordance with their existing scales of pay and allowances.

Any additional staff recruited in the Delhi office shall be remunerated on the scales of pay applicable to the staff of the erstwhile Delhi Board drawn from the Delhi Administration or the scales of pay laid down by the Board from time to time, as the case may be. Staff transferred from the Ajmer office to Delhi office and *vice versa* shall be entitled to draw pay in the existing scales of pay with such allowances as are admissible in the place of new position.

SECTION VII—Festival Advance

Festival Advance will be admissible to the employees of the Board as per rules applicable to the employees of the Govt. of India.

SECTION VIII—Reimbursement of Tuition fees and Grant of Children Education Allowance

Rules regarding reimbursement of Tuition fees and Grant of Children Education Allowance for the employees of the Board will be in accordance with the Govt. of India Rules in force.