

राष्ट्रीय अंटार्कटिक एवं
समुद्री अनुसंधान केन्द्र
(महासागर विकास विभाग
भारत सरकार)
हेड लैण्ड सडा, वास्को डा गामा
गोवा- ४०३ ८०४ भारत



NATIONAL CENTRE FOR ANTARCTIC & OCEAN RESEARCH

(Department of Ocean Development
Government of India)
Headland Sada, Vasco da Gama
Goa - 403 804 - INDIA

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Director

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NCAOR/CD(12)/2003

October 21, 2003

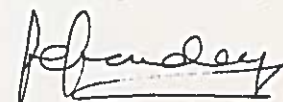
Dear Dr. Gupta,

Please find enclosed herewith personnel and administration rules of NCAOR, which have been prepared as per GC directives by the Committee consisting of Director, NCAOR, Director (AS) and Deputy Secretary (Fin), DOD.

It may be recalled that earlier draft personnel administration rules were submitted to the last Governing Council and it was decided that the Committee would submit the draft to the Chairman, GC after incorporating certain changes suggested by AS&FA and Joint Secretary, DOD. Since the GC had authorized Chairman, GC to accord approval to the final document, the same is submitted for kind approval.

With warm regards,

Yours sincerely,


(P C Pandey)

Dr. Harsh K Gupta
GC Chairman, NCAOR
Department of Ocean Development
Mahasagar Bhawan, Block 12
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New Delhi - 110 003

Encl: as above





(For private circulation only)

NCAOR PERSONNEL AND ADMINISTRATION RULES & REGULATIONS

(Approved on 21.10.2003)

**NATIONAL CENTRE FOR ANTARCTIC AND OCEAN
RESEARCH**

**HEADLAND SADA, VASCO-DA-GAMA
GOA – 403804**



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1.

GENERAL CLAUSE

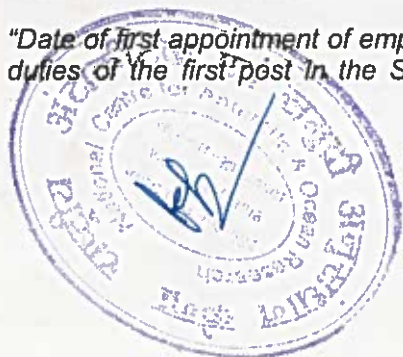
a) **Interpretation**

- i) Wherever the rules framed in this Manual are silent or not clear, rules applicable in such situations in Government of India shall be made applicable. Any direction issued by the Govt. shall be final and complied forthwith by the GC / Chairman / Director.
- ii) Wherever interpretation of any of the rules of the manual is involved. Director of the Institute will initially interpret the subject in accordance with various guidelines. However, all such cases where Director has exercised the interpretation clause shall be put up in the subsequent GC Meeting.

b) **Definitions**

In these rules, unless the context otherwise requires: -

1. "Appointing Authority," means the authority to which powers of appointment of a particular category of employees are vested or delegated by the Governing Council.
2. "Appointment on Probation" means temporary appointment made on probation. During this period, if the work and/or conduct of the employee concerned are not found satisfactory, his services may be terminated.
3. "Byelaws" means the byelaws of National Centre For Antarctic & Ocean Research, Goa registered under the Goa Societies Registration Act 1860 and the rules framed there under and include its registered amendments.
4. "Cadre" means the strength of service or a part of service sanctioned as a separate unit.
5. "Chairman" means the Chairman of the GC of NCAOR, Goa .
6. "Committee" means any committee appointed by the Governing Council/Director of National Centre For Antarctic & Ocean Research under its Bye-Laws and includes any sub-committee or sub-committees or special committees thereof to which it may delegate any or all of its powers for the enforcement of these rules.
7. "Consolidated Salary" means the monthly fixed remuneration which does not fall on any time scale of pay.
8. "Date of first appointment of employee" means that the date of his assumption of duties of the first post in the Society's service before noon. If the employee



assumes duties in the afternoon, the date of his first appointment shall be the next day

9. "Deemed Deputation". The persons who were employed in the erstwhile Antarctica Study Centre prior to formation of NCAOR and are now working in NCAOR are on deemed deputation.
10. "Director" means the Director of the National Centre For Antarctic & Ocean Research.
11. "Emoluments" means: -
 - a) Pay or salary as defined in these regulations.
 - b) fixed addition to monthly pay by way of dearness allowance, special pay or any other allowance which is considered as a part of authorized remuneration of the post such as cash allowance, house rent allowance, city compensatory allowance but does not include traveling allowance, conveyance allowance, washing allowance etc.
 - c) Subsistence allowance sanctioned to an employee who is under suspension.

For gratuity scheme - 'Emoluments' will mean basic pay (including stagnation increments) plus dearness allowance drawn immediately before retirement or on the date of death of the employee. If there is reduction in emoluments in the last 10 months of service for reasons other than penalty, then gratuity will be based upon average emoluments during the last ten months (for Gratuity Scheme)

12. "Employees" means a person in the employment of the Society other than Consultant/Contract employee, the casual, work charged or staff paid from contingencies or workmen as defined in the Industrial Employment (Standing Orders Act, 1946, but includes a person on deemed deputation to the Society.
13. "Family" means employees' wife or husband as the case may be, and parents, legitimate children/stepchildren, unmarried sisters/minor brothers wholly dependent upon the employee. Such parents shall be regarded as wholly dependent upon an employee who normally reside with the employee and whose total monthly income from all sources does not exceed Rs. 3500/- per month.

"Members of the family" in relation to an employee include: -

- a) The wife or husband as the case may be, of the employee, whether residing with employee or not but does not include a wife or husband, as the case may be, separated from the employee by a decree or order of a competent Court.
- b) Sons or daughters or step-sons or step-daughters of the employee and wholly dependent on him, but does not include a child or step-child who is no longer in any way dependent on the employee or of whose custody the employee has been deprived of by or under any law.



- c) Any other person related, whether by blood or marriage to the employee or to such employee's wife or husband and wholly dependent on such employee.

13(b) Family means employee's (for medical purpose)

- i) Husband/Wife including more than one wife and also judicially separated wife
ii) Parents and stepmother

In the case of adoption, only the adoptive and not the real parents.

A female employee has a choice to include either her parents or parents-in-law; option exercised can be changed only once during service.

iii) Children including legally adopted children, stepchildren and children taken as wards subject to the following conditions:-

Son	Till he starts earning, irrespective of age limit.
Daughter	Till she starts earning or gets married, whichever is Earlier, irrespective of age-limit.

Son suffering from Permanent disability Of any kind (physical or Mental)	No age-limit
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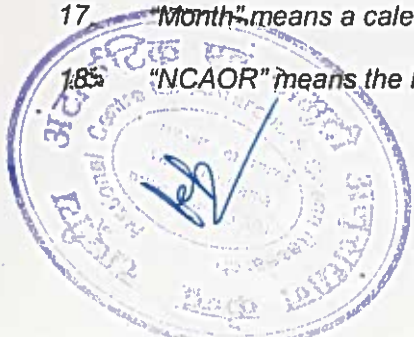
- iv) Widowed daughters and dependent divorced/separated daughters.
v) Sisters including widowed sisters.
vi) Minor brothers and dependent brothers.

Dependency – Members of the family (other than one spouse) whose income is less than Rs 1,500 p.m. are treated as dependents. Parents residing with the rest of the family members in a station other than the employee's headquarters are also eligible for reimbursement. In the case of pensioners the original pension (before communication), pension equivalent of DCRG benefit and exclusive of the relief on pension sanctioned after December, 1995, should be taken into account.

"Fee" means any remuneration, for work or service rendered, received by an employee from a source other than the funds of the Society. However, incomes from property, dividend, interest, etc. do not come under the purview of the term.

14. "Hardship Allowance" means the monetary compensation paid to an employee who is deputed by the society to work in extremely adverse and hard conditions such as expeditions to Antarctica, subject to extent Govt. instructions on the subject.
15. "Holiday" means a holiday declared by the Society.
16. "Leave Salary" means the monthly emoluments paid to an employee during leave. In the case of earned/medical leave, it will be equal to the pay drawn by the employee-concerned immediately proceeding on such leave.
17. "Month" means a calendar month.

18. "NCAOR" means the National Centre For Antarctic & Ocean Research.



19. "Department" means Department of Ocean Development.
20. "Society" means the National Centre for Antarctic & Ocean Research.
21. "Officiating appointment" means an appointment which confers on the person benefit of pay etc only for the period during which he rendered duties on the higher post.
22. "Pay" means remuneration that is paid to an employee per month on time scale basis including personal pay, officiating pay, special pay etc., but does not include dearness allowance or any other allowance.
23. "Personal Pay" means additional pay granted to an employee to save him from a loss of substantive pay in respect of post on which he has been confirmed.
24. "Sanctioning Authority" means the authority to which such powers have been delegated from time to time.
25. "Special Pay" means an additional monthly emoluments on posts so identified after approval of the GC.
26. "Subsistence allowance" means a monthly grant paid to an employee who is under suspension and is neither in receipt of pay nor of any leave salary.
27. "Substantive or confirmed appointment" means an appointment which gives a person a claim or title to the post which is called lien.
28. "Substantive or basic pay" means the pay other than special pay, personal pay or emoluments classified as pay to which an employee is entitled on account of a post to which he has been appointed substantively or by reason of his substantive position in a cadre
29. "Transfer" means movement of an employee from the station, where he is posted to another station, either: -
- a) to take up the duties of a new post, or;
 - b) in consequence of a change of his Headquarters..
30. "Time scale of pay" means that the pay start at the minimum of the scale increases by certain uniform amount called 'increments' at certain fixed period of time and reaches at maximum of the scale.
31. "Year" shall mean financial year of the Government of India unless otherwise specified.
32. "Appointing Authority" for the post of Director will be the Governing Council after selection by the Government.
33. "Ex-Cadre Posts" means a post, which does not form part of normal channel of promotion in a cadre and is open to any employee who fulfills the job specifications laid down for the post.
34. "Selection Committee" means a committee constituted by the appointing authority for the purpose of appointment/selection to fill up various posts against direct quota.



35. "Appellate Authority" means the authority specified as such in the schedule attached to these rules for different categories of posts in these rules (conduct, discipline & appeal rules).
36. "Competent Authority" in relation to the exercise of any powers means the authority to which the said power is delegated by the Governing Council.
37. "Disciplinary Authority" in relation to the imposition of any penalty on an employee means the authority specified in the schedule, competent to impose upon him that penalty under these rules (conduct, discipline & appeal rules).
38. "Governing Council" means the Governing Council of the Society and includes in relation to the exercise of the powers, any committee of the Governing Council/Management or any officer of the Society to whom the Governing Council delegate any of its powers. **Any Committee/Sub-Committee of GC shall be constituted only with the prior approval of GC.**
39. "Public Servant" shall mean and include a person as mentioned in section 21 of the Indian Penal Code as amended from time to time.
40. "Reviewing Authority" means the authority specified as such in the schedule attached to these rules (conduct, discipline & appeal rules).
41. "Controlling Officer" – The Director of the Society and such other officers to whom such powers have been delegated by the Director will act as Controlling Officer for the purpose of these rules. The Director will be his own Controlling Officer (Travelling and daily allowance rules).
42. "Day" means a calendar year beginning and ending at midnight.
- "Day" means a day of 24 hours beginning from the time of the start of journey. For all journeys, the period of absence shall be reckoned from the time, the employee actually leaves Headquarters/Residence to the time he actually returns to the Headquarters/Residence (Travelling and daily allowance rules).
43. "Headquarters" means the normal place of duty of an employee as may be fixed by the Society from time to time.
44. "Shortest route" for the purpose of these rules means the route, which is normally used by passengers between stations at a particular time.
45. "Travelling Allowance" means an allowance, the employee draws to meet expenses incurred in connection with Society's work. It is granted to reimburse the expenditure incurred on account of travel from one place to another in the country and is admissible on occasions such as tour on official duty, transfer to another station, temporary transfer, deputation for training, seminars, conferences, retirement etc. It is also available for the family members of a retiring/deceased employee.
46. "Authorised Medical Officer" means a Medical Officer of NCAOR or such other Physicians/Surgeons etc, as may be notified by NCAOR in this behalf from time to time.
47. "Earned Leave" means leave earned in respect of period of services with NCAOR and granted on full pay.



48. "Extra-Ordinary Leave" means leave without pay sanctioned under special circumstances.
49. "Leave Salary" means the monthly emoluments paid to an employee during leave.
50. "Regular Employee" means a person employed against a sanctioned post and also includes a person employed on probation.
51. "Any other place" means a place in India other than the 'Home Town' of the employee concerned.
52. "Home Town" means the permanent home town or village in India as entered in the service book or other appropriate official record of the employee concerned, or such other place as has been declared by him duly supported by reasons such as ownership of immovable property, permanent residence of near relatives or parents, brother, etc provided that such declaration is accepted by the Controlling Officer.
53. Family means (for the purpose of LTC Rules) – prescribed as under –
 - i) The Government servant's wife or husband and two surviving unmarried children or stepchildren wholly dependent on the government servant, irrespective of whether they are residing with the government servant or not;
 - ii) married daughters divorced, abandoned or separated from their husbands and widowed daughters and are residing with the government servant and wholly dependent on the government servant;
 - iii) parents and/or stepmother residing with and wholly dependent on the government servant;
 - iv) unmarried minor brothers as well as unmarried, divorced, abandoned, separated from their husbands or widowed sisters residing with and wholly dependent on the government servant, provided their parents are either not alive or are themselves wholly dependent on the government servant.

EXPLANATIONS

1. The restriction of the concession to only two surviving children or stepchildren shall not be applicable in respect of (i) those employees who already have more than two children prior to 20-10-1998; (ii) where the number of children exceeds two as a result of second child birth resulting in multiple births.
2. Only one wife is included in the term "Family" for LTC Rules. However, if a government servant has two legally wedded wives and the second marriage is with the specific permission of the government, the second wife shall also be included in the definition of "Family".

3. It is not necessary for the spouse and children to reside with the government servant so as to be eligible for the



concession. The concession in their cases shall, however, be restricted to the actual distance traveled or the Home town/place of visit, whichever is less.

4. children of divorced, abandoned, separated from their husbands or widowed sisters are not included in the term "Family".
5. A member of the family whose income from all sources, including stipend, or pension, temporary increase in pension but excluding Dearness Relief does not exceed Rs.1,500 p.m. is deemed to be wholly dependent on the government servant – Rule 4(d) and Explanations.
6. Husband and wife is one unit for purpose of LTC and hence the condition of dependency is not applicable – Deptt. Of Pers. & Trg. Ref. Dated 15-09-1999 to MTNL, ND.

- 53(a) 'Dependant Parent' means such parent as are wholly or mainly dependent on an employee and normally reside with the employee concerned. The total monthly income of parent should not exceed Rs. 3,500/-.
54. 'Hospitalization' means treatment taken by an employee in a hospital as an indoor patient for at least one day.
55. 'Treatment' means the use of all medical and surgical facilities essential for the recovery or for prevention of deterioration in the condition of the patient.
56. "Accepting Authority," means the Director of NCAOR.
57. "Custodian of Appraisal Forms" means an Officer authorized by the Director to keep the custody of the appraisal forms.
58. "Form" means Performance Appraisal form annexed to these Rules.
59. "Officer" means an employee of the Society who is not a workman within the meaning of either Industrial Disputes Act, 1947 or Industrial Employment (Standing Orders) Act, 1946 and shall include such employees holding managerial or confidential position under the Factories Act, 1948 and Rules made hereunder.
60. "Employee other than Officer" means an employee who is not covered at Sl. 60 above.
61. "Management" for the purpose of these rules means the Director of NCAOR or any other Officer authorized by him to act as such on his behalf.
62. "Reporting Officer" means the immediate superior officer under whose control or supervision the concerned employee works (for the purpose of Performance Appraisal Rules).



63. "Reviewing Officer" means the immediate superior officer under whose control or supervision the concerned Reporting Officer works.
64. 'Joining Time' means the time granted to an employee to enable him to join a post either at the same station or at a new station to which he is posted while on duty.
65. 'Same Station' means the area within the same Municipality or Society, and its contiguous suburban Municipalities, notified areas or containments.
66. 'Continuous service' means uninterrupted service under the Society and includes service, which is interrupted by authorized leave and cessation of work not due to the fault of the employee.
67. 'Qualifying Service' means continuous service rendered in the Society and does not include the period of service rendered as an apprentice or trainee or on deputation. However, the service on deemed deputation of the existing employees of Antarctic Study Centre will be treated as qualifying service, if they decide to absorb in the NCAOR.
68. "Sanctioning Authority" means Director of NCAOR or any such officer authorized by him. In the case of Director, the sanctioning authority means the Governing Council.
69. 'Superannuation' means retirement from the service of the Society on reaching the age of 60 years.
70. 'Advance' means advance for acquisition of a plot of land, for purchasing a ready build house, for construction of a new house, for acquiring a flat/ or house and for extension/enlargement of an existing house.
71. 'Repaying Capacity' means the capacity of the employee to repay the loan. It is to be calculated at 40% of the pay of the employee concerned.
72. "Local Tours" means tours undertaken within the Society/Municipal Limits by the employees of the Society in the course of conducting official business.
73. "Drivers" means the Drivers employed by the Society on regular basis.
74. "Duty or Official Journey" means a journey undertaken for official work and in the interest of the Society.
75. "Non Duty Journey" means a private journey.
76. "Staff Car" means the cars or vehicles owned by the Society.

Note: Any specific subject or matter not defined above will be defined suitably under orders of GC and shall be incorporated.



c) Relaxation

Notwithstanding anything contained in these rules, the Director may at his discretion relax any of the provisions of these rules. All cases where the Director, in interpreting these rules grants relaxation, the same shall be put up to the Chairman / GC with detailed reasons / justification

d) Additions / Alterations/Review

These rules are liable to modifications / changes depending upon the future needs of the society, with the approval of the Governing Council. These rules are also subject to review to incorporate any major changes in provisions juxtaposing to SR/FR of Government of India rules.

e) Reservation Policy Of The Government

Reservation policy of the Govt. of India and various instructions / orders issued on the subject from time to time will be followed by the society.

f) Short Title And Commencement

- i) *These rules shall be called the NCAOR "Society Rules".*
- ii) *They shall come into force with effect from 18.11.2003 .*



NATIONAL CENTRE FOR ANTARCTIC & OCEAN RESEARCH

GOVERNING COUNCIL/GENERAL BODY MEMBER'S ALLOWANCES RULES.

1. EXTENT OF APPLICATION:

These rules shall apply to all elected, nominated, ex-officio or co-opted members of the Governing Council/General Body of NCAOR.

2. FEE & ALLOWANCES:

The Members shall be entitled to following fee and allowances:

i) TRAVELLING ALLOWANCE:

BY AIR/RAIL

The Members may travel by Air (economy class) or by Rail (any class). The expenditure incurred on fare will be reimbursed by the shortest route on production of air ticket in case of journey by air and ticket number in case of journey performed by rail.

BY ROAD

Rs. 8/- per k.m for journey by own car/taxi

ii) DAILY ALLOWANCE (DA):

- a. DA will be admissible only to non-official outside members . They shall be entitled to a daily allowance @ Rs. 1000/- per day for meeting days.
- b. If only lodging is provided then 50% D.A. would be admissible.
- c. If boarding and lodging is provided by the Society, $\frac{1}{2}$ DA will be admissible.
- d. The Govt. nominees would be entitled to TA / DA as per their own service rules.

3 LOCAL CONVEYANCE:

Members shall be entitled to local conveyance expenses for attending meetings of the Society and for journeys undertaken in their own cars or taxis from



residence to airport/railway station and from airport/railway station to the place of stay and vice-versa on actual basis.

4) **ACCOMMODATION:**

Suitable accommodation for the members of the GC shall be arranged by the Director of the Society.

5) **PASSING OF BILLS:**

The Director will pass bills for TA/DA of members of the Governing Council/General Body Meeting.

6) These rules supersede all earlier orders on the subject.



NATIONAL CENTRE FOR ANTARCTIC & OCEAN RESEARCH

STAFF REGULATIONS

CHAPTER - I

1. EXTENT OF APPLICATION

- a. These rules shall apply to all existing employees of NCAOR working in Head Office/ Sub office in Goa or any of its Offices, Sub-Offices, Research Units outside Goa as well as to those appointed in the service of NCAOR in future.
- b. Technical hands appointed on contract/ project mode shall also be subject to these regulations except to the extent to which they are modified by the terms and conditions of appointment order governing their appointments.
- c. The Govt. employees on deemed deputation to NCAOR will continue to be governed by the Government Rules.

CHAPTER - II

CREATIONS / CLASSIFICATION OF POSTS

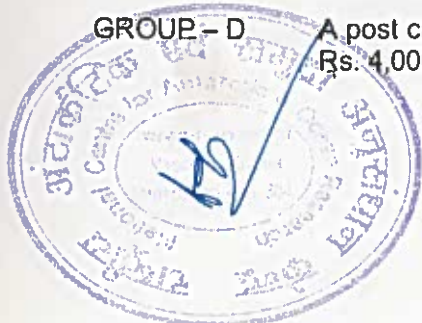
2. NUMBER AND NATURE OF POSTS

The number and nature of posts and the service conditions pertaining to such post shall be fixed by Governing Council as per guidelines issued from time to time by the Government. **Creation of posts shall be done in consultation with the GC and the government.**

3. GROUPING OF POSTS

All posts in the Society are classified into following groups: -

- | | |
|-----------|--|
| GROUP - A | A post carrying a pay or a scale of pay, with a maximum of not less than Rs. 13,500/- |
| GROUP - B | A post carrying a pay or a scale of pay with a maximum of not less than Rs. 9,000/- but less than Rs. 13,500/- |
| GROUP - C | A post carrying a pay or a scale of pay with a maximum of over Rs. 4,000/- but less than Rs. 9,000/- |
| GROUP - D | A post carrying a pay or scale of pay the maximum of which is Rs. 4,000/- or less. |



CHAPTER III

TENURE

4. PROBATION

- i) Every employee selected by direct recruitment from outside shall be appointed on probation for a period of one year.
- ii) The appointing authority may, if it thinks fit, in the case of an employee extend the period of probation, the total probation period being not more than two years.
- iii) During the period of probation, an employee shall be liable to be discharged from the service of the Society without notice or without assigning any reason at the sole discretion of the Appointing Authority.
- iv) Increments will not be released during the period of probation.

6. RESIGNATION

An employee may resign from the service of the Society by giving notice prescribed as under: -

- i) Thirty days notice in writing during the period of probation;
- ii) Three month's notice in writing or a sum equivalent to three month's salary in lieu of such notice if the employee has been confirmed.
- iii) Resignation will be deemed to be operative only after the Appointing Authority has accepted it and the employee concerned has been relieved of his duties.
- iv) The Appointing Authority may, however, at its discretion not accept the resignation of an employee if it has decided to initiate disciplinary proceedings against him or if such proceedings are already pending.
- v) Any resignation will be deemed to be accepted by the competent authority on expiry of a period of three months from the date of submission, subject to clearance from vigilance angle and final adjustment of all the departmental dues.
- vi) Withdrawal of resignation in the following circumstances:
 - i. *Before acceptance* – The resignation will be deemed to have been automatically withdrawn and there is no question of accepting the resignation.
 - ii. *After acceptance, but before relief* – Withdrawal should normally be accepted. If rejected, grounds for such rejection should be recorded and intimated to the employee.



iii. *After relief* (i.e. after it became effective).- The Director may permit withdrawal in the case of permanent employees subject to the following conditions:-

- a) Availability of the vacated post or other comparable post.
- b) The resignation was tendered by the employee for some compelling reasons which did not involve any reflection on his integrity, efficiency or conduct.
- c) The request for withdrawal has been made as a result of material change in the circumstances, which originally compelled him to tender the resignation.
- d) The resignation was not tendered with a view to take up an appointment in a private commercial company or under a corporation, company, body, controlled or financed by the Government.
- e) The period of absence from duty between relief on resignation and resumption of duty, is not more than 90 days.

In other cases, the withdrawal of resignation, which has become effective can be accepted only with the sanction of the Governing Council.

7. TERMINATION OF SERVICE

- i) The service of an employee, who is on probation can be terminated with **one month notice or one month's pay plus DA in lieu thereof.**
- ii) Giving him/her three months notice or three months basic pay plus dearness allowance in lieu thereof can terminate an employee who has been confirmed in the service of the Society.

8. RETIREMENT

An employee shall retire from the service of the Society: -

- a) On the afternoon of the last day of the month in which he/she attains the age of 60 years. However, if it is in the interest of the Society to retain him/her after the age of 60 years he/she may be granted extension of employment for a period of not exceeding two years at a time till he/she attains the age of 64 years under exceptional circumstances as specified by the GC

An employee whose birth date is the first of the month shall retire on the afternoon of the last day of the preceding month.

- b) Notwithstanding any thing contained in these rules, the Appointing Authority shall, if he/she is of the opinion that it is in the interest of the Society to do so, have absolute right to retire any employee from the Society by giving him/her a notice of not less than three months in writing or three months pay and allowances in lieu of such notice provided that the employee concerned has completed 15 years of service or has attained the age of 50 year, whichever happens earlier.



9. RECORD OF AGE

- i) The Society shall maintain the record of age of all employees. The following documents shall be deemed to be satisfactory proof of age of an employee: -
 - a) Matriculation or Higher Secondary Certificate
 - b) School Leaving Certificate.
 - c) Certificate by the hospital where he was born or of local municipality or panchayat.
- v) If an employee is unable to produce a documentary evidence as stated above of his age, he shall be got examined by a medical **Board** to be appointed by the Society and the findings of the **Medical Board** in regard to the employee's age shall be binding on all concerned.
- vi) The age of an employee once recorded in the service record at the time of his appointment shall not be changed or altered unless it is prima-facie a case of clerical error.

10. ANTECEDENTS.

- i) No employee who has been dismissed for proved misconduct by a central/state government or public sector undertaking or whom a court of **law** has convicted for offence involving a moral turpitude shall be appointed in the Society.
- ii) If such an employee is appointed and the Society comes to know about his/her dismissal / conviction at a subsequent date, his/her services will be terminated after proper verification.

11. MEDICAL EXAMINATION.

- i) A person will be appointed in the Society, only after the person has been examined by the Medical Board constituted by the society and declared fit to be appointed.

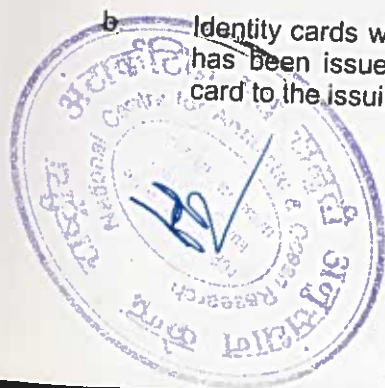
12. TRANSFER.

The Society shall have the right to transfer an employee anywhere in India/abroad.

13. IDENTITY CARDS

- a. Every employee shall be issued a non-transferable identity card, which shall bear his/her name; designation, date of birth, date of joining, identification mark, photograph, blood group, or such other information as the management may include together with signature and/or thumb impression of the employee. Such officer will sign the identity cards as may be authorized by the Society in this behalf.

- b. Identity cards will be valid only in respect of employee in whose favour it has been issued. He/she should himself/herself surrender the expired card to the issuing authority for renewal



- c. If an employee loses his/her identity card, he shall report the loss immediately to the issuing authority to avoid its misuse.
- d. The initial issue of the identity cards will be free of charge. If the employee loses the same, a duplicate one shall be issued to him/her on payment of Rs 100/-. For subsequent loss, disciplinary action may be taken against the concerned employee. If, however, the card becomes indecipherable due to normal wear and tear, the same shall be replaced free of charge.

14. HOLIDAYS

A list of holidays to be observed by the Society shall be notified well in advance in consultation with local CGEWCC. A copy of the notification issued in this regard shall also be displayed at the Notice Board. (Negotiable Instruments Act)

15. ATTENDANCE AND LATE COMING.

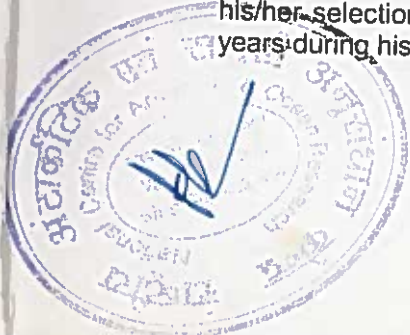
Employees shall register their attendance at the specified time in the manner prescribed for the purpose by the Society. The Director can promulgate detailed instruction in this regard from time to time.

16. CHANGE OF ADDRESS

All employees shall, on their appointment, notify to the Personnel Department their local and permanent address. The concerned employee shall also promptly notify any change in the address to the Personnel Department.

17. FORWARDING OF APPLICATIONS FOR OUTSIDE EMPLOYMENT

- i) Application of an employee working in the Society may be forwarded after he/she has completed at least five years of the continuous service in the Society. *3 years.*
- ii) In all cases applications for a higher post only will be forwarded subject to what has been stated in (i) above.
- iii) On completion of five years of continuous service (excluding leave) in the Society, not more than two applications (including foreign assignments) in a year will ordinarily be forwarded for employment outside the society. *four times including UPSC*
- iv) While forwarding the applications to the State/Central Government/Public Sector Undertakings/Autonomous Bodies, the society will ensure that the employee meets the specifications of the post, which he/she has applied.
- v) Applications to private concerns may be made directly by the individuals; provided prior permission is obtained from the Society and failure to do so may entail disciplinary action. ✓
- vi) Applications of employees who have been promoted and have not completed two years service in the post on which promoted would not be forwarded for outside employment and also they would not be issued a 'No Objection Certificate' to apply for a job in any outside organization. ✓
- vii) An employee may be allowed to retain lien in the society in the event of his/her selection in any outside organization for a maximum period of five years during his/her entire service period in the society. *Two years*



To be signed

- viii) Notwithstanding any thing contained in rules above, the Director may at his discretion, withhold forwarding of application of an employee for outside employment in the interest of the Society.

CHAPTER – IV

PAY

18 PAY SCALES.

- i) The Governing Council shall determine the scales of pay of various posts in the Society from time to time, *keeping in view various instructions issued by the Government from time to time.*
- ii) The pay of every employee on deemed deputation with the Society shall be determined in consultation with his parent department.

19 INITIAL PAY.

An employee on his initial appointment to a post on a time scale of pay, shall draw pay at the lowest of the time scale unless the appointing authority decides that he shall draw pay at higher stage. The decision of the appointing authority shall be based on specific recommendations of the Selection Committee in this regard and also appropriate guide lines issued by GC.

20 FIXATION OF PAY ON PROMOTION.

Whenever an employee is promoted or appointed to another post carrying duties and responsibilities of greater importance, than those attached to the post held by him, his initial pay in the time scale of the higher post shall be fixed at the stage next above the notionally arrived at by increasing his pay by one increment in respect of the lower post held by him.

21 DRAWAL OF PAY

- i) An employee shall be entitled to draw pay of the post to which he has been appointed from the date on which he assumes charge of that post. In case, an employee assumes charge in the afternoon, he shall be entitled to draw pay from the following date.
- ii) Pay in respect of any month shall become due on the last working day of that month.

22 SPECIAL PAY

Special pay to any employee of the society will be considered on case to case basis by the GC after taking into account all aspects.

23 INCREMENTS



- i) Annual increments of pay will be sanctioned to employees from the 1st of the month in which it falls due, except when it is withheld as a statutory punishment. If a government servant is on leave or is availing joining time on the 1st of the month in which it falls due, the increased pay will be drawn only from the date on which he resumes duty and not from the first of that month.
- ii) Annual increments of the employees who are appointed on contract basis shall be granted in accordance with their terms of contract.

24 STAGNATION INCREMENT.

- i) An employee may be granted stagnation increment after two years from the date on which he reached the maximum of scale of pay. A maximum of three such increments can be allowed @ one increment after every two years. The amount of stagnation increment will be equivalent to rate of increment last drawn by the employee concerned in his scale of pay. It will be treated as pay for all purposes.
- ii) If an employee immediately before his promotion or appointment to a higher post was drawing pay at the maximum of time scale of the lower post, his initial pay in the time scale of the higher post shall be fixed at the stage next above the pay notionally arrived at by increasing his pay in respect of lower post by an amount equal to the last increment in the time scale of lower post.

CHAPTER – V

ALLOWANCES

- 25 The employees of the Society shall be paid allowances as admissible in the Central Government from time to time. For any modification, approval of the Governing Council shall be obtained.

CHAPTER – VI

LEAVE

- 26 The employees of the Society shall be entitled to leave benefits as provided in the Leave rules.

CHAPTER – VII

MEDICAL FACILITY

- 27 The employees and their families shall be entitled to such medical facilities as may be provided in the medical rules of the Society.



CHAPTER – VIII

SENIORITY

28. The general principles which shall govern the seniority of employees in the Society are laid down hereunder:

- a) The inter-se seniority of the employees in a particular grade shall be determined on the basis of date of joining the Society/post.
- b) An employee who joined a particular post under the same **category** earlier will be deemed to be senior to those who join on a subsequent date.
- c) If two or more employees have joined or appointed on a post in a particular grade on the same date, the person drawing higher pay will be treated as senior.
- d) If, however, two or more persons who joined/appointed on the same date are also drawing the same pay, the elder in age will be deemed to be senior.
- e) The society shall publish gradation list of each cadre of employees by 15th of January of each calendar year, which shall be circulated amongst all concerned.

29. **RELATIVE SENIORITY OF DIRECT RECRUITS VIS-À-VIS DEPARTMENTAL PROMOTEEES.**

- i) When a post is to be filled up considering staff of different cadres, the total length of continuous service in the same or equivalent grade held by the employees shall be the determining factor for assignment of inter-se seniority. This is subject to the proviso that only non-fortuitous service shall be taken into account for this purpose. In order to decide the equivalence of the grades, if necessary, a committee will be constituted and its decision shall be final.
- ii) When the dates of appointment/promotion to the grade are the same, the date of entry into the grade next below it shall determine the seniority. If these dates also coincide, then the dates of entry into each of the lower grades in order down to the lowest grade in the channel of promotion shall determine the seniority. If these dates are also identical, then the relative date of birth shall determine the seniority, the elder person being the senior.

30. **PAY VIS-A-VIS SENIORITY:**

Irrespective of the fact that an employee whose pay in a grade is higher to another employee in the same grade, he will not be deemed senior to the other employees by virtue of his drawing higher pay only.

31. These rules supersede all earlier orders on the subject.



NATIONAL CENTRE FOR ANTARCTIC AND OCEAN RESEARCH

RECRUITMENT AND PROMOTION RULES

1. APPLICATION:

- a) These rules shall apply to all existing employees of NCAOR working in Head Office in Goa or any of its Offices, Sub-Offices, Research Units outside Goa as well as to those appointed in the service of NCAOR in future.
- b) The employees of the erstwhile Antarctica Study Centre (ASC) now on deemed deputation to NCAOR will continue to be governed by the Government Rules in service matters. However, on their absorption in the service of NCAOR, these rules shall apply to them as well.

These rules shall not apply to:

- a) Appointments made on casual or ad-hoc or contract basis for specific jobs and periods.
- b) In cases of promotion also, a period of one year shall be prescribed as probation, which can be extended by one more year. In case, the work and conduct of the employee concerned who is promoted is not found satisfactory during the period of probation, he will be reverted to the post from which he was promoted.

2. SOURCES OF RECRUITMENT;

The posts under the Society shall be filled in by resorting to one or more of the following sources: -

- a. Direct recruitment by advertisement.
- b. Employment Exchange as per the provisions of the Employment Exchange (Compulsory Notification of Vacancies) Act, 1959.
- c. Zila Sainik Governing Council/ Director General of Resettlements.
- d. Management Trainees.
- e. On contract for a specified period.
- f. Apprentices recruited under the Apprentices Act, 1961.
- g. By selection and/or promotion from amongst existing employees of the Society.
- h. By regularization of casual employees.
- i. By absorption of employees on deemed deputation.

3.

SCALES OF PAY

All recruitment/ appointments in the Society will be made in the approved scales of pay as may be in force from time to time, after such posts have been created in accordance with government instructions on the



subject. The existing scales of pay are given in Annexure-I. The job specifications, age limit, method of recruitment and feeder grades for promotion to next posts will be decided by the Governing Council on case to case basis as per requirement.

4. **ADDITIONAL INCREMENT/PROFESSIONAL UPDATE ALLOWANCE**

- a) Special pay of Rs. 2000/- pm (without DA) to Scientist Gr-IV in the pay scale of 18400-500-22400.
- b) Two additional increments (without DA) to all Regular Scientists in the pay scales of Rs. 10000 - 15200; 12000 - 16500; 14300 - 18300 and 16400 - 20000 pm (Scientists C, D, E & F)
- c) Professional up-date allowance of Rs. 5000/- per annum to all Regular Scientists including Director.

a) & b) above to be concurred by GC on case by case basis.

5. **APPOINTING AUTHORITY**

The appointing authority in the Case of Director shall be the Governing Council. For all other posts, the Director will be the appointing authority.

6. **IDENTIFICATION OF VACANCIES:**

Vacancies in the Society will be filled up by Direct Recruitment as well as by promotion. Therefore, the society shall first identify the vacancies to be filled up from different quotas i.e. direct or promotion. For this purpose, a suitable record of vacancies will be maintained by the Personnel Department.

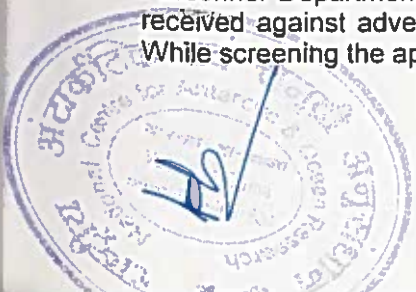
7. **METHOD AND PROCEDURE FOR RECRUITMENT:**

When a post is to be filled up by Direct Recruitment, the governing principles shall be to secure the services of most meritorious candidates. To achieve this objective, the method of recruitment shall be as follows: -

- i To invite applications by open advertisement giving full information regarding the nature and duties to the post, qualifications, experience and age limit, prospects of promotion and other relevant information.
- ii Where the direct recruitment is resorted to, existing employees of the Society may also apply for the posts advertised in the press provided they fulfill the prescribed requirement. Relaxation in age can be given by the appointing authority in respect of internal candidates upto five years of maximum prescribed, for which reasons in writing would have to be recorded.
- iii Wherever necessary, a written competitive examination/ test and/or interview may be prescribed by the Appointing Authority.

8. **SCREENING OF APPLICATIONS**

Personnel Department will do the preliminary screening/scrutiny of applications received against advertisement in terms of the specifications laid down therein. While screening the application the Personnel Department will see whether: -



- i) Qualifications and experience of the candidate generally conforms to the prescribed specifications;
- ii) Age is within the prescribed limit
- iii) Application, wherever necessary, has been submitted through proper channel
- iv) The candidate has signed the application.
- v) The application has been received within the last date prescribed in the advertisement.

9. While scrutinizing the applications, the Personnel Department shall ensure that the applications received have been entered in a scrutiny sheet indicating whether the candidate fulfills the job specifications advertised or not. In case a candidate does not fulfill the prescribed job specifications, the reasons for rejection should be indicated in the column provided. After the preliminary scrutiny, the scrutiny sheets along with original applications will be sent to the concerned Departmental Head for his recommendations. On receipt of recommendations, the Personnel Department will take the approval of the Competent Authority for finalization of the list of candidates to be called for interview.

10. CALL LETTER

The candidates finally approved to be called for interview/test shall be issued interview/test letter. The candidates called for interview should be required to produce on the date of interview, the documents in support of the following particulars mentioned in the applications: -

- a. Age
- b. Qualifications
- c. Experience
- d. Pay particulars
- e. No objection certificate (if employed in Government/Public Sector Undertaking/Autonomous bodies etc) if the application has not been received through proper channel.
- f. SC/ST Certificate wherever applicable.

11. CONSTITUTION OF SELECTION COMMITTEE

- i) The selection Committee to be constituted by the Appointing Authority shall include at least three members out of which one will be drawn from the discipline to which the recruitment is to be made. In addition, one officer of the Personnel Department will invariably be associated with the Selection Committee as Member-Secretary. As far as possible, an outside expert should also be included in such Committees.
- ii) After considering the qualifications, experience, performance in the interview/written test, the Selection Committee will recommend the names of candidates in order of merit who, in their opinion, are most suitable for the post in terms of the prescribed specifications. The Appointing Authority may make appointments to the posts on the basis of panel recommended by the Selection Committee but the decision of the



Appointing Authority as to whether any or all or none is to be appointed from out of the panel shall be final.



12. INTERVIEWS

After the interview letters are issued, the Personnel Department will take the following steps: -

- i) Letter to concerned department of the candidates called for interview for getting their confidential reports/vigilance reports for being placed before the Selection Committee at the time of interview. This action need not be taken in respect of candidates coming from the private sector.
- ii) Preparation of the selection sheet indicating the name, age (date of birth), qualifications, experience, pay details, joining time required etc; in respect of candidates called for interview to be given to each member of the Selection Committee at the time of interview.
- iii) List of candidate called for interview indicating their addresses to be supplied to the Accounts Department for the purpose of payment of travelling allowance to the candidates.

13. At the time of interview and/or test, the following steps will be taken by the Personnel Department: -

- i) Attested copies of degrees, Diploma furnished and/or details of qualifications indicated in the application shall be checked with the originals and it should be certified on the copies or against the details that such check has been carried out. The signatures of the candidates should be obtained on the attested copies of degrees/diplomas.
- ii) Date of birth/age shall be checked from the original Matriculation/School Leaving Certificate/Municipal Birth Certificates etc.
- iii) Where an application was required to be sent through proper channel but has not been done so, the original No Objection Certificate from the employers should be checked and retained. The candidate not producing such certificate should not be allowed to appear before the Selection Committee. However, at the discretion of the Chairman of the Selection Committee, a candidate may be provisionally interviewed subject to production of NOC within a week. In such cases, if any traveling expenses are payable to the candidate, it should be withheld till he produces NOC.
- iv) In case a candidate claiming to belong to SC/ST community, necessary verification shall be carried out from the original document issued by the Government Authorities and an attested copy thereof be retained.
- v) The Personnel Department after conducting the above formalities shall apprise the Selection Committee of the verification and any discrepancy noticed.

14. Before the interview commences, each member of the Selection Committee shall be apprised of the guidelines attached in Annexure - III.

15. After the interview is over, the Chairman in consultation with the other members of the Selection Committee present, shall record the proceedings of the Selection Committee, indicating clearly name(s) of the persons so selected, in order of merit and the basic pay offered.



16. The selection sheet should invariably contain the signature of all members present in the Selection Committee.
17. On the basis of the original selection sheet, the Personnel Department shall prepare the minutes of the Selection Committee proceedings, which will be duly signed, by the Chairman and members present on the date of interview. Such minutes would be prepared in triplicate. One copy will be given to the Chairman. The second copy will be kept in the recruitment file. The third copy will be retained in the master file to be maintained by the Personnel Department for keeping such minutes in chronological order.
18. No officer will sit on a Selection Committee if a relation of his happens to be a candidate for interview before that Selection Committee.

19. **APPOINTMENTS**

- a. The approval of the Appointing Authority shall be obtained by the Personnel Department for placement of selected candidates against the requisition/demand received from the concerned department.
- b. In case of candidates belonging to Government/State Government/Public Sector Undertaking/Autonomous Bodies, confidential/vigilance report shall be obtained and checked to ensure that these are satisfactory before issue of the appointment letter. A specimen appointment letter is enclosed at Annexure-IV. **Proper verification of antecedents of the candidates selected for appointment would also be carried out by the Society.**
- c. The following documents are required to be attached along with offer of appointment to be sent to the candidate and shall be collected duly filled in at the time of joining:
 - a. History sheet form (Annexure V)
 - b. Gratuity Nomination form*
 - c. Attestation Form**
 - d. Statement of Moveable/Immoveable properties**
 - e. Medical fitness Form (Annexure VI)
 - f. Provident fund declaration and nomination*
 - g. Home-town declaration form (Annexure VII)

* Forms prescribed in the respective statutes to be used.
** Form used in Government to be adopted.

20. **VALIDITY OF PANEL**

All panels drawn by the Selection Committee and approved by the Director will be valid for a period of one year.

21. No person shall be employed in the Society unless he/she is of 18 years.

22. **TRAVELLING ALLOWANCE TO OUTSTATION (Within India)
CANDIDATES CALLED FOR INTERVIEW.**



- i) Travelling allowance from the nearest Railway Station of the place indicated in the interview letter to the nearest Railway Station of the place of interview will be paid to the outstation candidates by the shortest route and back at the following rates: -

a. **First class return rail fare to candidates called for posts equivalent to Executive and above.**

b. Second class returns rail fare to others.

- ii) The payment of TA will be subject to the production of money receipt issued by the Railway Authorities or ticket numbers, in case money receipt has not been issued by the Railway Authorities.

- iii) The Departmental candidates, if appearing for interview along with outsiders, from an outstation will also be paid TA at the same rate as admissible to outsiders.

23. TRAVELLING/DAILY ALLOWANCE TO OUTSIDE EXPERTS CO-OPTED AS MEMBERS OF THE SELECTION COMMITTEE.

Outside experts co-opted, as members of the various Selection Committees will be entitled for payment up to Rs. 500/- per day as sitting fee. If they are coming from outstations, they will also be entitled to TA/DA at the following rates: -

Traveling Allowance

Subject to authorization
as per actual

Daily Allowance

Rs. 500/- per day.

The Society will provide suitable accommodation to such outside experts.

24. TRAVELLING ALLOWANCE FOR JOINING THE SOCIETY

Normally no travelling allowance shall be paid to any candidate for joining duty. However, in exceptional cases, the Director may allow joining time TA for joining the post at the suitable rates to be decided by him in each case.

25. REPORTING FOR DUTY.

- i) When a candidate report for duty, the Personnel Department shall verify the original certificates regarding age, qualification, experience, obtain medical certificate, release order incase a candidate is coming from Government/State Government/ Public Sector or Autonomous Body and other relevant documents. After verification of the required documents, the joining report will be accepted.

- ii) The candidate would be directed to report to the Head of the Department concerned against whose requisition he has been appointed along with the joining report (in duplicate). The Head of Department concerned, on reporting of the candidate would sign the joining report in token of the candidate having reported for duty and a copy of the same would be returned to the Personnel Department for record. On acceptance of the joining report an office order will be issued with a copy to the individual and other concerned department including the Accounts Department.



26. APPOINTMENT ON COMPASSIONATE GROUNDS

If an employee dies while in service of the Society, one of his dependant family members may be appointed provided there is no other earning member in his family. The appointment shall be made on a post, depending upon the educational qualifications of the person concerned. Such appointments shall be made only against direct quota vacancies and if necessary upper age limit can also be relaxed. Once the appointment under this rule is made, no request for a change in post, on compassionate grounds shall be entertained. The appointee will be treated like his colleagues for career advancement in the normal course.

While making appointment on compassionate grounds, the guidelines issued by the DOPT, Government of India, shall be kept in view.

27. PROMOTION

The promotion of scientists will be regulated as per Flexible Complementary Scheme (FCS) formulated from time to time by the Govt. of India. As far as the other employees are concerned, the Assured Career Progression (ACP) Scheme of the Govt. of India would be made applicable.

It will be the policy of the Society to provide its employees with appropriate opportunity, encouragement and career growth consistent with their contribution to the organization on the basis of the following basic principles: -

- a) To ensure consistency, fairness and uniformity in the matter of promotion of employees;
- b) To provide broad equality of opportunities in growth and career prospects;
- c) To create and sustain the morale of employees by informing them of the kind of career promotion opportunities that exist in the organization and the basis on which, promotions will be effected.

28. Promotion means movement of an employee from a lower post to a post in the higher grade along the promotion channel. Jumping of scales is not allowed.

29. ELIGIBILITY FOR PROMOTION

- i) The qualifications and experience required for each post would be as per the details in Annexure-II.
- ii) The Society will identify the number of vacancies in promotion quota and will prepare a list of eligible candidates for consideration of the Departmental Promotion Committee.



CONSTITUTION OF DEPARTMENTAL PROMOTION COMMITTEE (DPC)

- i) The GC will constitute a DPC, to consider promotion to /within Group 'A' post, comprising of a minimum of five members, out of which two will be drawn from outside the Society. For other categories Director will constitute DPCs, subject to such guidelines as prescribed by the GC.
- ii) The Departmental Promotion Committee will meet, any time twice a year between 1st January and 30th June and again between 1st July and 31st December.
- iii) The DPC will consider the cases of promotion of those employees who will complete minimum eligibility period of three years as on 30th June in the meeting to be held between 1st January and 30th June. Similarly those employees who complete eligibility period of three years on 31st December will be considered by the DPC in the meeting to be held between 1st July and 31st December.
- iv) Normally DPC will consider maximum five names against one vacancy and will recommend names in the panel in the ratio of 1:2: i.e. two names for one vacancy.

31. PROCEDURE FOR PROCESSING CASES OF PROMOTION.

- i) Service records and confidential reports of all employees shall be properly maintained by the Personnel Department in accordance with the prescribed rules.
- ii) The Departmental Promotion Committee will be free to devise its own procedure for assessment of candidates. The Committee shall, however, be guided by the service record and confidential character reports, supervisor's knowledge about the employees' capabilities, written reports of the immediate superior officers, employees intelligence, capability to learn, aptitude and behavior with superiors, colleagues and juniors.
- iii) Although the Appointing Authority will pay due regard to the recommendations of the Departmental Promotion Committee, it must be distinctly understood that the Committees are purely advisory bodies. The responsibility for granting promotion or making appointments is solely of the Appointing Authority.
- iv) Each member of the Committee will assess the candidate under consideration independently according to a procedure to be mutually agreed upon by the Members and order of preference will then be prepared on the basis of average assessment made by all members.
- v) The Chairman of the DPC will prepare the minutes, which will be signed by all members present in the meeting including the representative of the Personnel Department.
- vi) All orders of promotion will be issued by the Personnel Department with copies to Accounts and other Departments concerned.



DATE OF EFFECT OF PROMOTION

32.

- i) Promotion ordered on the basis of recommendations of the meeting of the DPC held between 1st January and 30th June will be effective from the following 1st July. Similarly the promotion ordered on the recommendations of the DPC held between 1st July and 31st December will be effective from the following 1st January.
- ii) In case a candidate is not considered suitable for promotion by the DPC, his case will be put up for second consideration in the next to next DPC.
- iii) In case, on promotion, an employee is transferred and* posted at a different station, his promotion will be effective from 1st January or 1st July, as the case may be only after his joining at the station of transfer. Such an employee will be given one month's time to join at the new place of posting and incase he fails to join within the prescribed time without valid reasons to be determined by the competent authority, the promotion order will be deemed to be cancelled.
- iv) If an employee refuses promotion on any ground, his name will not be considered for promotion for next two years.

33. PROBATION

In cases of promotion also, a period of one year shall be prescribed as probation, which can be extended by one more year. In case, the work and conduct of the employee concerned, who is promoted, is not found satisfactory during the period of probation, he/she will be reverted to the post from which he/she was promoted

34. VALIDITY OF PANEL.

Validity of panel drawn by the DPC will be as follows: -

- i) Up to 31st December of the year in which the DPC for the period from 1st January to 30th June meets.
- ii) Up to 30th June of the following year in which the DPC for the period from 1st July to 31st December meets.

35. RESERVATION OF POSTS FOR SC/ST CANDIDATES

Guidelines and orders issued in this regard by the Government of India will be followed in respect of direct recruitment as well as in promotion cases.

36. These rules supersede all previous orders on the subject.



ANNEXURE - I

NATIONAL CENTRE FOR ANTARCTIC AND OCEAN RESEARCH

PAY SCALES

THE EXISTING SCALES OF PAY OF THE EMPLOYEES
OF NATIONAL CENTRE FOR
ANTARCTIC AND OCEAN RESEARCH ARE AS UNDER

S. NO	NAME OF POST	SCALE OF PAY
1.	Director	18400-500-22400
2.	Scientist F	16400-450-20000
3.	Scientist D	12000-375-16500
4.	Scientist C	10000-325-15200
6.	Administrative Officer	8000-275-13500
7.	Executive Finance	6500-200-10500
8.	Executive Procurement	6500-200-10500
9.	Executive Assistant (Technical)	5500-175-9000
10.	Executive Assistant (Finance)	5500-175-9000
11.	Executive Assistant (Procurement)	5500-175-9000
12.	Executive Assistant (Administration)	5500-175-9000
13.	Junior Executive Assistant (Stores)	4500-125-7000
14.	Senior Office Assistant (Steno)	4000-100-6000
15.	Senior Office Assistant Administration)	4000-100-6000
16.	Senior Office Assistant (Public Relations)	4000-100-6000
17.	Junior Office Assistant (Administration)	3050-75-3950-80-4590
18.	Driver cum Helper	3050-75-3950-80-4590
19.	Chowkidar	2550-55-2660-60-3200
20.	Safaiwala	2550-55-2660-60-3200
21.	Peon	2550-55-2660-60-3200
22.	Gardener	2550-55-2660-60-3200
23.	Helper	2550-55-2660-60-3200



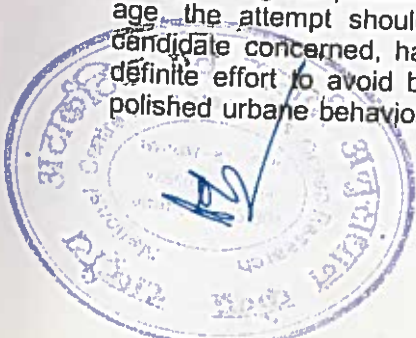
GUIDELINES FOR SELECTION COMMITTEES CONSTITUTED BY THE SOCIETY FOR RECRUITMENT TO VARIOUS POSTS.

INTRODUCTION

The main purpose of constituting a Selection Committee for conducting an interview of candidates for a post in the Society is to select the most suitable candidates and form a panel for the concerned post, in the order of their suitability. The interviews have, therefore, to be well planned in advance and are required to be conducted carefully. The intention of this note is not to provide any exhaustive information on the subject of "interview techniques" but it is only meant to draw the attention of the members of the Selection Committee to a few salient points which are of great importance and some guidelines which are to be specifically kept in view in the interest of the Society. As such this note is required to be circulated sufficiently in advance to every member of the Selection Committee constituted for interviewing candidates for recruitment against various posts in the Society.

GUIDELINES

1. The candidates should be extended due courtesy by the Selection Committee and the attempt should be to put them at ease, so as to enable them to be in their best form, uninhibited by nervousness and tension usually generated by an occasion like interview. For this purpose, proper seating arrangement, relaxed atmosphere, introductory informal questions, opportunity to allow the candidate to settle down, avoidance of question of highly controversial nature etc are some of the most desirable factors to be ensured.
2. The interview should be conducted with a view to drawing out the best from the candidate regarding his 'potentiality' and the attempt should be to avoid any impression of 'cross-examination'. The technique should rather be such as to give the interview a character of a free and informal discussion.
3. In assessing the suitability of the candidate, maximum weight-age should be allowed for his ability to grasp the essence of the subject matter of the question asked and his capacity to tackle them in a constructive way, rather than the emphasis on mere narration of minor details. In fact, the Selection Committee should also restrain itself regarding minor details in respect of questions asked and if necessary, even the candidates should be discouraged from going into too many details. This will help in making best use of the available time for interviewing the candidates and also avoiding unnecessary controversy between interviewers and the candidates without in any way detracting from the main purpose of assessing the candidate's potential ability. For the same reasons, argumentative question should be avoided as far as possible.
4. In appraising the personality of the candidate, which must be given due weight-age, the attempt should also be made to find out in general whether the candidate concerned, has an overall balanced approach. There should be a definite effort to avoid being influenced by smartness of the dress and style, polished urbane behavior, sophistication, expression and communication etc. In



fact, this factor should be discounted and not allowed to come in the way of proper assessment of innate and potential ability of the candidates particularly coming from rural areas and weaker sections as against affluent and urban sections of the Society. The Selection Committee members should particularly take note of this aspect which forms part of the cooperative culture i.e. avoidance of any discrimination against candidates on grounds of sex, religion, effects of rural background or on account of belonging to weaker section of Society.

5. All doubts regarding eligibility of candidates in respect of their qualification and experience, keeping in view the relaxations available to candidates belonging to SC/ST/Ex-Servicemen, other reserved categories or departmental candidates, should be settled well before the commencement of interview with the help of the representative of the Personnel Department, who is invariably a member of the Selection Committee. Similarly, any relaxation, which the Selection Committee may consider desirable to recommend, in view of the performance of any particular candidate, should be discussed after the interview for the particular post is over and after the consensus is arrived at in regard to normally eligible candidate. The questions like special demands by candidates for higher start, etc, should also be discussed and consensus arrived at this stage only i.e. after the interview for the particular post is over. In regard to the latter point, i.e. special recommendations regarding pay scale etc, the representative of the Personnel Department should fully explain the position to other members of the Selection Committee regarding Society's policy, repercussions which the suggested commendation may have etc. so that the final recommendations are realistic and avoid any embarrassment in decision making by the appointing authority.
6. The candidates should be helped in getting proper and full understanding the nature of job in question as also details of emoluments and other perks admissible.
7. Since the posts in question are to be filled up with least delay, some weight-age may be allowed to candidates who are willing and able to join immediately or with least delay. This should be brought out in the recommendations clearly so that the weight age given is known to the appointing authority.
8. It is for each Selection Committee to decide in advance whether every member would assess the candidates separately during the course of interview and final recommendations made on the basis of consensus arrived at on the basis of such individual assessments or whether marks or grades, should be allocated separately for different factors viz., professional excellence, various personal traits, general intelligence, etc. However, before commencing the interview, the member of the Selection Committee must come to an agreement in regard to these matters so that there is no confusion at the time of making final assessment and drawing up of the panel of suitable candidates. Of course, in the case of applicants from Government Departments, Undertakings, Cooperative Organizations, weight age will have to be given to confidential reports, which the representative of the Personnel Department should invariably produce before the Selection Committee.



REGISTERED AD

**NATIONAL CENTRE FOR ANTARCTIC & OCEAN
RESEARCH**

Ref. No.

Date:

Shri -----

Sub: Appointment to the post of -----

Dear Sir/Madam,

With reference to your application dated ----- and subsequent interview held at ----- on-----, we have pleasure in offering you employment in our organization as -----on a starting basic salary of Rs.----- in the scale of pay of Rs. ----- plus such other allowances as may be admissible and sanctioned by the management from time to time on the following terms and conditions:

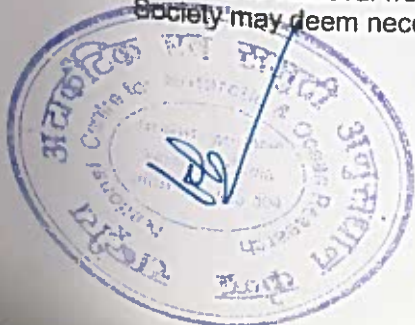
1. You will be on probation for a period of one year from the date of your reporting for duty, extendable at the discretion of the Management.
2. You will be confirmed in service on satisfactory completion of probation and your increment will not be released pending confirmation.
3. Until you receive a letter of confirmation after the satisfactory completion of the usual or subsequently extended probationary period(s), it will be presumed that the probation period has been extended.
4. Your services are liable to be terminated during the probationary period or the extended probationary period, as the case may be, or at the end of such period without any notice and without assigning any reason or compensation in lieu thereof.
5. After confirmation, this appointment is subject to termination by either party by three months notice or by payment of three months basic pay and dearness allowance in lieu thereof, as the case may be. Provided always that should your services be terminated for misconduct entailing dismissal, you will not be entitled to any notice or payment in lieu of such notice.
6. You will be eligible to benefits of leave, LTC, Medical etc as per rules of the Society.
7. You will not hold any office of profit outside the Society without express permission in writing of the Competent Authority. This also includes an agency of Insurance Company or any financial institution.



8. You will not disclose any confidential information relating to the Society to any unauthorized person, firm or Company whatsoever, either during the currency of your employment with this Society, or after its termination.
9. Your initial posting will be at ----- but you may be required to serve in any part of India/abroad and in any Unit/Branch/Office of the Society.
10. You are also liable to be transferred from One Branch/Unit/Office of the organization to another Branch/Unit/Office and on such transfer you will be governed by working hours and other service terms and conditions as applicable to that Branch/Unit/Office.
11. You will be required to work under the supervision of such officers and supervisors as may be directed from time to time.
12. You will diligently and faithfully carry out instructions given to you by your supervisor in connection with your work to the best of your skill and ability.
13. You will submit a certificate of medical fitness in prescribed proforma (Enclosed)
14. Your continuance in employment under this offer of appointment is subject to your remaining medically fit to discharge your duties. At any time while in the Society's employment, you may be required to appear for medical examination before a Medical Officer designated for the purpose and if you are found medically unfit, your services may be terminated.
15. We are enclosing herewith six copies of 'Attestation forms'* and you are requested to complete and return the same as early as possible.
16. The following enclosed forms are required to be submitted at the time of your joining, failing which you will not be allowed to join.
 - a) Attested copies of certificates and testimonials in support of your age, qualification, experience etc., for record. Original certificates should also be submitted which will be returned to you after verification.
 - b) Return of immovable/movable property and liquid assets owned by you. *
 - c) Gratuity Nomination Form*
 - d) Home Town Declaration Form.
 - e) Nomination form for other dues.
 - f) Scheduled Caste/Scheduled Tribe Certificate, if any.

* The forms prescribed in Central Government or relevant statutes to be followed.

17. If any declaration and/or information given or furnished by you is found to be false or if you are found to have willfully suppressed any material information, you will be liable to removal from the service of the Society and such other action as the Society may deem necessary at its discretion.



18. You will be governed by the NCAOR Conduct, Discipline and Appeal Rules of the Society and by all other rules and regulations, which are in force and may be added, amended or introduced from time to time.
19. The Management may, at its discretion, not accept your resignation if the Competent authority has decided to initiate disciplinary proceedings against you or if such proceedings are already pending.
20. Also please note that no traveling allowance of any kind for joining the post shall be paid to you.
21. In case the above terms and conditions are acceptable to you, please return one copy of this offer of appointment duly signed by you in token of the acceptance of the offer latest by -----and report for duty to ----- as soon as possible but not later than ----- failing which the offer of appointment would stand automatically cancelled without making any reference to you.

Yours faithfully,

ACCEPTANCE

I have read and understood and hereby accept the terms and conditions of my employment with NCAOR as detailed on pages ----- of this offer of appointment.

I will report on -----.

Signature of the candidate with date.



NATIONAL CENTRE FOR ANTARCTIC & OCEAN RESEARCH

PERSONAL DATA SHEET OF EMPLOYEES

File No. _____

1. Name
(In block letters)
2. Designation
3. Date of birth
4. Highest Qualification
5. Date of joining
6. Existing Pay Scale
7. Existing Basic Pay
8. Nationality
9. Religion
10. Mother tongue
11. Whether member of SC/ST/OBC
12. State to which you belong
13. Place of birth
14. Father's/Mother's/Husband's Name
15. Father'/Mother's/Husband's address
(If not alive, his/her last residential address)
16. Telephone No of Sl. No. 15
17. Present Local address & Tel No.
18. Permanent Home address
19. Marital Status Dependents Male Female
20. In the event of emergency, please notify to:
Address:
Telephone No:
21. Blood group
22. Languages known



23. Educational/Professional/Technical attainments (High School & onwards)

Board/ University	School/ College	Period (Mention Only years)	Examination passed	Div.Or %	Subjects
1	2	3	4	5	6

24. Experience before joining the Society.

Period (Mention full)	Name & Address of employer	Designation & Pay Scale	Nature of duties	Reasons for Leaving
1	2	3	4	5

25. Experience in the Society

Unit/ Branch	Designation	Scale & Initial Pay	Date of appointment in present scale	Nature of Duties
1	2	3	4	5

26. Assignments/Deputations including foreign visits

Year	Period	Particulars	Attainments	Remarks
1	2	3	4	5

27. Training received during employment in the Society.

Period	Training received	Remarks
1	2	3

28. Provident Fund/Family Pension/Gratuity Nominees

A/c No.	Name & Address of Nominee	Relationship	Age	Amount of Share
1	2	3	4	5

Provident Fund

Family Pension

Gratuity

29. Relations in the Society.

Name	Designation	Relationship	Office/Branch
1	2	3	4



30. Pass port No Date Place of issue

31 Identification Mark Physical Limitation

Date:

Signature of Employee
Designation



ANNEXURE-VI

**NATIONAL CENTRE FOR ANTARCTIC & OCEAN
RESEARCH**

FORM OF MEDICAL CERTIFICATE

This is to certify that I have examined Shri/Shrimati/Kumari _____, a candidate for appointment in National Centre for Antarctic & Ocean Research and cannot discover that he/she has any disease communicable or otherwise, constitutional weakness or bodily infirmity except _____. I do not consider this a disqualification for employment in NCAOR. Shri _____'s age, according to his own statement is _____ years and by appearance about _____ years.

Dated: _____

Signature of Medical Practitioner

Signature of the candidate _____

I do here by declare that I have not at any time been pronounced unfit for employment by the Medical Governing Council or any other duly constituted Medical Authority.

Signature of the candidate

The Manager (Administration)
NCAOR, Goa.



NATIONAL CENTRE FOR ANTARCTIC & OCEAN RESEARCH

DECLARATION OF HOME TOWN BY EMPLOYEES FOR THE PURPOSE OF LEAVE TRAVEL CONCESSION.

1. I declare that my home town/village is _____ Post Office
_____ in _____ (Tehsil) _____
(District) _____ (State).
2. Nearest Railway Station for my hometown is _____.
3. That the following are members of my family:

S. No	Name	Relation	Age
1			
2			
3			
4			
5			

I further declare that:

- i) The above mentioned place requires my physical presence for discharging various domestic and social obligations;
- ii) I own residential property at that place/ I am a member of joint family owning property there.
- iii) I had been living there for some years before joining the service
- iv) I am living for some years at this place.
- v) My near relations are residing at that place

(Signature)
Name:
Designation:
Date



NATIONAL CENTRE FOR ANTARCTIC AND OCEAN RESEARCH

CONDUCT, DISCIPLINE AND APPEAL RULES.

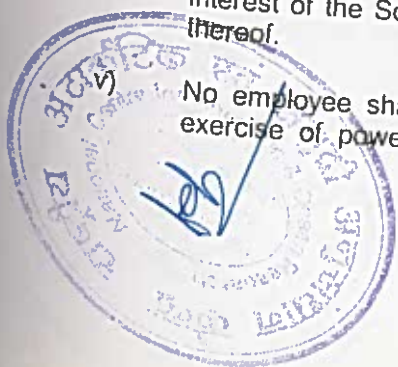
1. APPLICATION

These Rules shall apply to all employees except: -

- i) Those in casual employment or paid from contingencies;
- ii) Workmen as defined in the Industrial Employment (Standing Orders) Act, 1946

2. GENERAL

- i) Unless in any case, it is otherwise distinctly provided, the whole time of an employee shall be at the disposal of the Society and he shall serve the Society in its business in such capacity and at such places as he may from time to time, be directed.
- ii) Every employee of the Society shall at all times: -
 - a) Maintain absolute integrity;
 - b) Maintain devotion to duty;
 - c) Shall conform to and abide by these and other Rules of the Society and shall observe, comply with and obey all lawful orders and direction which may, from time to time, be given to him in the course of his official duties by any person or persons under whose jurisdiction, superintendence or control he may, for the time being, be placed.
 - d) Do nothing, which is unbecoming of a public servant.
- iii) Every employee of the Society holding a supervisory post shall take all possible steps to ensure the integrity and devotion to duty of all employee for the time being under his control and authority,
- iv) Every employee shall at all times conduct himself soberly and temperately while on the official premises or otherwise and show proper respect and civility to all concerned and shall use his utmost endeavors to promote the interest of the Society and to maintain and promote the good reputation thereof.
- v) No employee shall, in the performance of his official duties or in the exercise of powers conferred on him, act otherwise than in his best



judgment except when he is acting under the direction of his official superior and shall, where he is acting under such direction, obtain the direction in writing, wherever practicable, and where it is not practicable to obtain the direction in writing, he shall obtain written confirmation of the direction as soon thereafter as possible.

EXPLANATION

Nothing in Rule 4(v) shall be construed as empowering an employee to evade his responsibilities by seeking instructions from, or approval of a superior officer or authority, when such instructions are not necessary under the scheme of distribution of power and responsibility.

3. MISCONDUCT

Without prejudice to the generality of the term "Misconduct", the following acts of omission and commission shall also be treated as misconduct: -

- a. Taking or giving bribes or any illegal gratification;
- b. Possession of pecuniary resources or property disproportionate to the known sources of income by the employee or on his behalf by any other person which the employee cannot satisfactorily account for ;
- c. Furnishing false information regarding names, age, father's name, qualifications or previous service or certificates relating to caste as well as age or any other matter germane to the employment at the time of employment or during the course of employment.
- d. Acting in a manner prejudicial to the interest of the Society;
- e. Interference or tampering with any safety devices installed in or around the premises of the Society
- f. Drunkenness or riotous or disorderly or indecent behavior in the premises of the Society or outside such premises where such behavior is related to or connected with the employment.
- g. Gambling with in the premises of the Society.
- h. Smoking within the premises of the Society where it is prohibited;
- i. Collection of any money with in the premises of the Society without permission of the competent authority, except as sanctioned by any law of the land for the time being in force or rules of the Society;
- j. Sleeping while on duty;
- k. Absence from the employee's appointed place of work without permission or sufficient cause;
- l. Unauthorized use or occupation of the Society's quarters, land or other property,
- m. Assaulting or intimidating any employee of the Society.

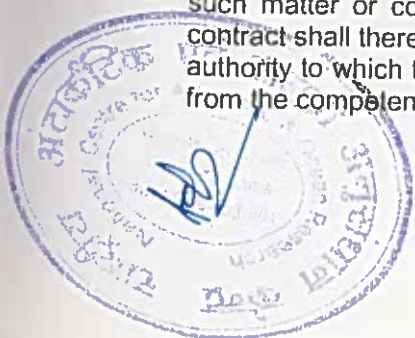
- n. Striking work or inciting others to strike work in contravention of the provision of any law or rule having the force of law;
- o. Breach of any law applicable to the workers or of the conduct rules and any other rules or orders passed by the Society from time to time;
- p. Writing of anonymous letters etc., addressing appeals and representations or forwarding of advance copies of appeals and representations to any authority other than appellate or the appropriate authority;
- q. Distribution or exhibition in the Society's premises or its precincts, hand bills, pamphlets, posters or causing to be displayed by means of signs or writing or other visible marks any matter without previous sanction of the authority
- r. Refusal to work on holidays or on Sundays or extra hours when notified to do so in exigencies of Society's work.
- s. Surrounding or forcibly detaining any of the Society's employee;
- t. Taking active part in a meeting or demonstration organized by a political party;
- u. Forwarding of application(s) for outside employment, award or fellowship etc. without prior approval of the competent authority;
- v. Commission of any act which amounts to a criminal offence involving moral turpitude;
- w. Abatement of or attempt at abatement of any act which amounts to misconduct;
- x. Misuse of official machinery or post;
- y. Taking part in strike or instigating others for strike;
- z. Commit an act of insubordination or disobey the orders of the superior;
- aa. Willful insubordination or disobedience, whether in alliance with a co-employee or not, of any lawful and reasonable order of superior;
- bb. Willfully avoiding work or abetment or instigation thereof;
- cc. Theft, fraud, misappropriation or dishonesty, plagiarism in connection with employer's business or property;
- dd. Habitual absence without leave, overstaying the sanctioned leave without sufficient grounds or proper and satisfactory explanation or habitual late attendance;
- ee. Commission of any act subversive of discipline or good behaviors in the premises or establishment such as drunkenness, or riotous, disorderly or indecent behaviour, gambling or taking or giving bribes or any illegal gratification of any kind whatsoever;



- ff. Willful damage to work or goods in process or to any property or the establishment;
- gg. Habitual neglect of work or gross or habitual negligence;
- hh. Disclosing to an unauthorized person any information with regard to the establishment which may come into the possession of the employee in the course of his work;
- ii. Indulging in scurrilous attacks against the management and other superiors of the employee in his official capacity;
- jj. Delivering speeches or raising slogans tending to incite workers to violence;
- kk. Contempt of regulations and disrespect of authority and general affront to the management, amounting to misconduct;
- ll. Impertinent, rude and disrespectful language, which is subversive to discipline.
- mm. Making or causing to be made false claims on the Society with a view to defrauding the Society and/or deriving undue pecuniary advantage to the employees.
- nn. Any conduct which fails to safeguard the financial and commercial interest of the Society and causing pecuniary loss to the Society.
- oo. Willful negligence and gross dereliction of assigned duties relating to performance of commercial and financial contracts entered into by the Society.

4. EMPLOYMENT OF NEAR RELATIVES OF THE EMPLOYEE OF THE SOCIETY IN ANY COMPANY OR FIRM ENJOYING PATRONAGE OF THE SOCIETY.

- i) No employee shall use his position or influence directly to secure employment for any person related, whether by blood or marriage to the employee or to the employee's wife or husband, whether such a person is dependent on the employee or not;
- ii) No employee shall, except with the prior sanction of the competent authority, permit any member of his family to accept employment with any company or firm with which he or she has official dealings, or with any other firm having official dealings with the Society; provided that where the acceptance of the employment cannot await the prior permission of the competent authority, the employment may be accepted provisionally, subject to the permission of the competent authority, to which the matter shall be reported forthwith.
- iii) No employee shall in the discharge of his official duties deal with any matter or give or sanction any contract to any company or firm or any other person, if any of his relatives is employed in that company or firm of his relative is interested in such matter and the employee shall refer every such matter or contract to his official superior and the matter or such contract shall thereafter be disposed of according to the instructions of the authority to which the reference is made or after obtaining the permission from the competent authority.



5. **TAKING PART IN POLITICS AND ELECTIONS:**

- a. The display by an employee on his person, vehicle or residence of any election symbol shall amount to using his influence in connection with an election.
- b. Except in so far as may otherwise be specifically authorized by any law, no employee shall be a member of, or be otherwise associated with any political party or any organization which takes part in politics or assist any political movement or activity or stand for election; without the permission of the Society as a member of local authority or a legislative body. An employee shall not be deemed to have contravened the provisions of this rule by reasons only that he assists in the conduct of any election in the due performance of a duty imposed on him or under any law for the time being in force.

6. **i) TAKING PART IN DEMONSTRATIONS:**

No employee of the Society shall engage himself or participate in any demonstration/rally, which involves incitement to an offence.

ii) JOINING OF ASSOCIATION BY EMPLOYEES:

No employee shall join, or continue to be a member of an Association, the objects or activities of which, are prejudicial to the interest of sovereignty, integrity of India, public order or morality.

7. **CONNECTION WITH PRESS, RADIO OR TELEVISION:**

- i) No employee of the Society shall, except with the prior sanction of the competent authority, own wholly or in part, or conduct or participate in the editing or management of any newspaper or other periodical publication.
- ii) No employee of the Society shall, except with the prior sanction of the competent authority, or in the bona-fide discharge of his duties, participate in a radio/TV broadcast; or write or publish a book or contribute an article or write a letter either in his own name or anonymously, pseudonymous, or in the name of any other person to a newspaper or periodical; provided that no such sanction shall be required if such broadcast or such contribution is of a purely literary, artistic or scientific character.

8. **ESSENTIAL SERVICES:**

Without being exhaustive, the following services shall also be considered as essential services: -

- i) Maintenance of Electric Power and Lighting services.
- ii) Maintenance of Water services.
- iii) Services, which must be carried on continuously.
- iv) Watch and Ward/Security services
- v) Telephone/Telex and Wireless services and other services relating to signal/speed communications.

vi) **Critical Laboratories**

Essential services will be maintained by the respective employees working in the respective departments in spite of and during strikes, lockouts etc.

9. **CRITICISM OF GOVERNMENT AND THE SOCIETY:**

No employee shall, in any Radio, TV Broadcast or in any document published under his name or under any pen-name or pseudonym or in any communication to the press or in any public utterances make any statement:

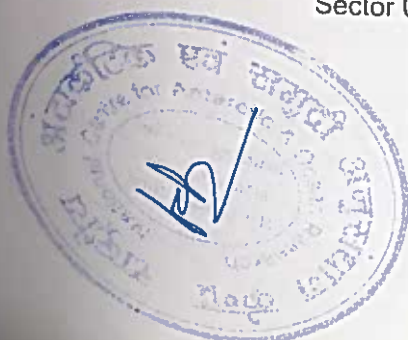
- a. Which has the effect of adverse criticism of any policy or action; of the Central/State Government or of the Society; or
- b. Which is capable of embarrassing the relations between the Society and the public or between the Society and the Government.

Provided that nothing in this rule shall apply to any statement made or views expressed by an employee, of a purely factual nature which are not considered to be of a confidential nature, in his official capacity or in due performance of the duties assigned to him;

Provided further that nothing contained in this rule shall apply to bonafide expressions of views by him as an office bearer of a recognized trade union for the purpose of safeguarding the conditions of services of such employees or for securing an improvement thereof.

10. **EVIDENCE BEFORE COMMITTEE OR ANY OTHER AUTHORITY:**

- i) Save as provided in sub-rule (iii), no employee of the Society shall, except with the prior sanction of the competent authority, give evidence in connection with any enquiry conducted by any person, committee or authority;
- ii) Where any sanction has been accorded under sub-rule (i), no employee giving such evidence shall criticize the policy or any action of the Government or of the Society.
- iii) Nothing in this rule shall apply to:
 - a) Evidence given at any enquiry before an authority appointed by the Government, Parliament or a State Legislature or the Society;
 - b) Evidence given in any judicial enquiry; or
 - c) Evidence given at any departmental enquiry, ordered by authorities sub-ordinate to the Government/ Society;
 - d) Evidence given at any departmental enquiry ordered by any Public Sector Undertaking.



11. **UNAUTHORISED COMMUNICATION OF INFORMATION:**

No employee shall, except in accordance with any general or special order of the Society or in the performance in good faith of the duties assigned to him communicate, directly or indirectly any official document or any part thereof or information to any other person to whom he is not authorized to communicate such document or information.

12. **GIFT:**

- i) Save as otherwise provided in these rules, no employee of the Society shall accept or permit any member of his family or any person acting on his behalf, to accept any gift.

EXPLANATION:

The expression "Gift" shall include free transport, Boarding, lodging or other services or any other pecuniary advantage when provided by any person other than a near relative or a personal friend having no official dealings with the employee.

NOTE

- a. A casual meal, lift or other social hospitality shall not be deemed to be a gift.
- b. An employee shall avoid acceptance of lavish or frequent hospitality from any individual or firm having official dealing with him.
- i) On occasions such as weddings, anniversaries, funerals, or religious functions, when the making of a gift is in conformity with the prevailing religious or social practice, an employee of the Society, may accept gift from his near relatives but he shall make a report to the competent authority, if the value of the gift exceeds Rs. 5000/-
- ii) On such occasions as are specified in sub-rules (ii), an employee of the Society may accept gifts from his personal friends having no official dealings with him, but he shall make a report to the competent authority, if the value of any such gift exceeds Rs. 2500/-
- iii) In any other case, any employee of the Society shall not accept any gifts without the sanction of the competent authority, if the value thereof exceeds Rs. 2500/- provided that when more than one gift has been received from the same person/firm within a period of 12 months, the matter shall be reported to the competent authority if the aggregate value of the gifts exceeds Rs. 2500/-

13. **GIVING OR TAKING DOWRY:**

No employee of the Society shall: -

- i) Give or take, abet giving or taking of dowry; or
- ii) Demand, directly or indirectly from the parents or guardians of a bride or bridegroom, as the case may be, any dowry.



NOTE:

For the purpose of this rule, "Dowry" has the same meaning as defined in the Dowry Prohibition Act, 1961 (28 of 1961) which reads as follows:

In this Act, "Dowry" means any property or valuable security given or agreed to be given either directly or indirectly:

- a) by one party to a marriage to the other party to the marriage; or
- b) by the parents of either party to a marriage or by any other person, to either party to the marriage or to any other persons, at any time or after the marriage as consideration for the marriage of the said parties, but does not include dower or mahr in the case of persons to whom the Muslim Personal Law (Shariat) applies:
- c) no employee shall, except with the previous sanction of the competent authority, receive any complimentary or valedictory address or accept any testimonial or attend any meeting or entertainment held in his honour or in honour of any Society employee, provided that nothing in this rule shall apply to a farewell, entertainment of a substantially private or informal character in honour of the employee or any other employee on the occasion of his retirement or transfer or any person who has recently quit service of the Society or the acceptance of the simple and inexpensive entertainment arranged by public bodies or institutions.

Explanation - I

For the removal of doubts, it is hereby declared that any presents made at the time of marriage to either party in the form of cash, ornaments, clothes, or other articles, shall not be deemed to be dowry within the meaning of this section, unless they are made as consideration for the marriage of the said parties.

Explanation - II

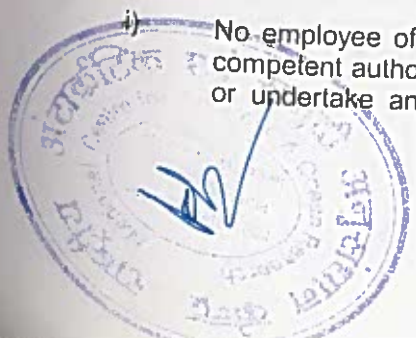
The expression "Valuable Security" has the same meaning as in the Section 30 of the Indian Penal Code.

14. RETURN OF SOCIETY'S PROPERTY:

- i) Every employee shall before leaving the service, return any of property or equipment or tools belonging to the Society issued or lent to him in the Society.
- ii) The cost of such property, equipment or tools not so returned, shall be deducted from his pay or the amount if any, due to him.

15. PRIVATE TRADE OR EMPLOYMENT:

- i) No employee of the Society shall, except with the prior sanction of the competent authority, engage directly or indirectly in any trade or business or undertake any other employment; provided that an employee may,



without such sanction, undertake honorary work of a social or charitable nature or occasional work of a literary, artistic or scientific character and accept payment of honorarium within prescribed limits, subject to the condition that his official duties do not thereby suffer. If it does, he shall discontinue such work if so directed by the competent authority.

- ii) Every employee of the Society shall report to the competent authority if any member of his family is engaged in trade or business or owns or manages an insurance agency or commission agency.
- iii) No employee of the Society shall, without prior sanction of the competent authority, except in the discharge of his official duties, take part in the registration, promotion or management of any bank or other company which is required to be registered under the Companies Act, 1956 (1 of 1956) or any other law for the time being in force or any cooperative society for commercial purposes;

Provided that an employee of the Society may take part in the registration, promotion or management of a Credit/Consumer/House Building Cooperative Society, substantially for the benefit of employees of the Society registered under the Cooperative Societies Act 1912 (2 of 1912) or any other law for the time being in force, or of a literary, scientific or charitable society registered under the Societies Registration Act, 1860 (21 of 1860) or any corresponding law in force.

- iv) No employee of the Society may accept any fee or any remuneration or any pecuniary advantage for any work done by him for any public body or any private person without the sanction of the competent authority.

16. INVESTMENT, LENDING AND BORROWING:

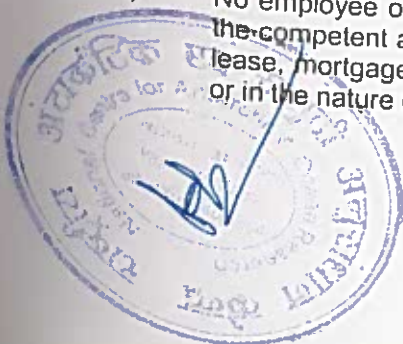
No employee shall, save in the ordinary course of business with a bank, the Life Insurance Society or a firm of standing, borrow money from or lend money to or otherwise place himself under pecuniary obligation to any person with whom he has or is likely to have official dealings or permit any such borrowing, lending or pecuniary obligation in his name or for his benefit or for the benefit of any member of his family.

17. INSOLVENCY AND HABITUAL INDEBTEDNESS:

- i) An employee of the Society shall avoid habitual indebtedness unless he proves that such indebtedness or insolvency is the result of circumstances beyond his control and does not proceed from extravagance or dissipation.
- ii) An employee of the Society who applies to be, or is adjudged or declared insolvent shall forthwith report the fact to the competent authority.

18. MOVABLE, IMMOVABLE AND VALUABLE PROPERTY:

- i) No employee of the Society shall, except with the previous knowledge of the competent authority, acquire or dispose of any immovable property by lease, mortgage, purchase, sale gift or otherwise, either in his own name or in the name of any member of his family.



- ii) No employee of the Society shall, except with the prior sanction of the competent authority, enter into any transaction concerning any immovable or movable property with a person or a firm having official dealings with the employee or his subordinate.
- iii) Group 'A' and Group 'B' officers of the Society shall submit an annual return as on 31st December every year giving full particulars of immovable property inherited/owned/acquired/held by them on lease or mortgage either in their own name, or in any of their family member's name, or in any other person's name. if there is no change, in any year, it is enough if an entry "No change" or "same as last year" is made in the return in a proforma to be prescribed by the Society.

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Explanation:

For the purpose of this sub-rule, the expression "movable property" includes inter-alia the following: -

- a) Jewellery, insurance policies, the annual premia exceeding Rs. 25000/ or one sixth of the total annual emoluments received from the Society whichever is less, shares, securities and debentures;
- b) Loans advanced by such employees whether secured or not;
- c) Motor cars, motor cycles, horses or any other means of conveyance; and
- d) Air-conditioners, refrigerators, radios, radiograms, VCR/VCP, Washing Machines, Microwave ovens, television sets, computers etc.
- iii) Every employee of the Society shall within one-month report to the competent authority every transaction concerning movable property owned or held by him in his own name or in the name of a member of his family, if the value of such property exceeds Rs. 25000/-.
- iv) Every employee shall, on first appointment in the Society submit a return or assets and liabilities in the prescribed form giving the particulars regarding: -
- a. The immovable property inherited by him or owned or acquired by him or held by him on lease or mortgage, either in his own name or in the name of any member of his family or in the name of any other person;
- b. Shares, debentures and cash including bank deposits inherited by him or similarly owned acquired or held by him;
- c. Other movable property inherited by him if similarly owned, acquired or held by him, if the value of such property exceeds Rs. 50000/-
- d. Debts and liabilities incurred by him directly or indirectly;
- e. Every employee shall submit a return of immovable property inherited, owned acquired at such intervals as may be prescribed by the Society;



- f. The competent authority may, at any time, by general or special order require an employee to submit within a period specified in the order, a full and complete statement of such movable or immovable property held or acquired by him or on his behalf or by any member of his family, as may be specified in the order. Such statement shall, if so required by the competent authority, include details of the resource from which such property was acquired or has been acquired.

19. CANVASSING BY NON-OFFICIALS OR OTHER INFLUENCES:

No employee shall bring or attempt to bring any outside influence to further his interests in respect of matters pertaining to his service in the Society.

20. BIGAMOUS MARRIAGES:

- i) No employee shall enter into, or contract, a marriage with a person having a spouse living; and
- ii) No employee, having a spouse living, shall enter into or contract a marriage with any person;

Provided that the competent authority may permit an employee to enter into or contract any such marriage as is referred to in clause (i) or clause (ii), if it is satisfied that such marriage is permissible under the personal law applicable to such employee and the other party to the marriage; and

- iii) An employee, who has married or marries person other than an Indian national, shall forthwith intimate the fact to the Competent Authority.

21. CONSUMPTION OF INTOXICATING DRINKS AND DRUGS:

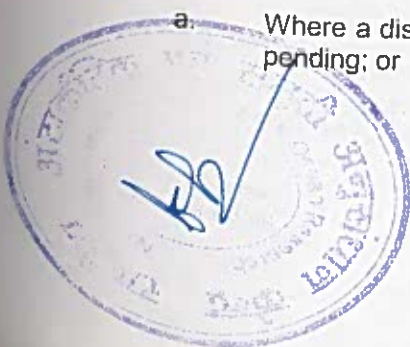
An employee of the Society shall

- i) Strictly abide by any law relating to intoxicating drinks or drugs in force in any area in which he may happen to be for the time being;
- ii) Not be under the influence of any intoxicating drink or drug during the course of his duty and shall also take due care that the performance of his duties at any time is not affected in any way by the influence of such drink or drug;
- iii) Refrain from consuming any intoxicating drink or drug in a public place;
- iv) Not appear in a public place in a state of intoxication;

22. SUSPENSION

- i) The appointing authority or any authority to which it is subordinate or the disciplinary authority or any other authority empowered in that behalf by the Governing Council or Director by general or special order may place an employee under suspension: -

- a. Where a disciplinary proceeding against him is contemplated or is pending; or



- b. Where a case against him in respect of any cognizable criminal offence is under investigation or trial
- c. Where an employee has been arrested for a criminal offence and is in police or judicial custody for more than 48 hours.
- ii) Where a penalty of dismissal or removal from service imposed upon an employee under suspension is set aside on appeal or on review under these rules and the case is remitted for further inquiry or action or with any other directions, the order of his suspension shall be deemed to have continued in force on and from the date of the original order of dismissal or removal and shall remain in force till further orders.
- iii) Where a penalty of dismissal or removal from service imposed upon an employee is set aside, or declared or rendered void in consequence of or by a decision of a court of law and the disciplinary authority, on consideration of the circumstances of the case, decides to hold a further inquiry against him on the allegations on which penalty of dismissal or removal was originally imposed, the employee shall be deemed to have been placed under suspension by the [appointing authority from the date of the original order of dismissal or removal and shall continue to remain under suspension until further orders.
- iv) An order of suspension made or deemed to have been made under this rule may at anytime be revoked by the authority, which made or is deemed to have made the order or by any authority to which that authority is subordinate.

23. **SUBSISTENCE ALLOWANCE:**

- i) An employee under suspension shall be entitled to draw subsistence allowance equal to 50 % of the basic pay provided the disciplinary authority is satisfied that the employee is not engaged in any other employment or business or profession or vocation. To ensure that the employee concerned was not engaged in any other employment etc, the disciplinary authority shall obtain a non-employment certificate also.
- ii) Where the period of suspension exceeds three months, the authority which made or is deemed to have made the order of suspension, shall be competent to vary the amount of subsistence allowance for any period subsequent to the period of the first three months as follows: -
 - a) The amount of subsistence allowance may be increased by a suitable amount not exceeding 50% of the subsistence allowance admissible during the period of first three months, if in the opinion of the said authority, the period of suspension has been prolonged for reasons to be recorded in writing not directly attributable to the employee under suspension;
 - b) The amount of subsistence allowance may be reduced by a suitable amount, not exceeding 50 per cent of the subsistence allowance admissible during the period of the first three months, if in the opinion of the said authority, the period of suspension has been prolonged due to reasons, to be recorded in writing directly attributable to the Government servant.



- c) The rate of dearness allowance will be based on the increased or, as the case may be, the decreased amount of subsistence allowance admissible under sub-clauses (a) and (b) above.
- d) Any other compensatory allowances admissible from time to time on the basis of pay of which the Government servant was in receipt on the date of suspension subject on the fulfillment of other conditions laid down for the drawal of such allowances.
- iii) If an employee is arrested by the Police on a criminal charge and bail is not granted, no subsistence allowance is payable. On grant of bail, if the competent authority decides to continue the suspension, the employee shall be entitled to subsistence allowance from the date he is granted bail:

24. TREATMENT OF THE PERIOD OF SUSPENSION

- i) When the employee under suspension is reinstated, the competent authority shall decide about the pay and allowances payable to the employees as under:
 - a) If the employee is exonerated and not awarded any of the penalties mentioned in Rule 27, the full pay and allowances which he would have been entitled to, if he had not been suspended, less the subsistence allowance already paid to him; and
 - b) If otherwise, such proportion of pay and allowances as the competent authority may prescribe.
- ii) In a case falling under sub-clause (a) the period of absence from duty will be treated as a period spent on duty. In case falling under sub-clause (b), it will not be treated as a period spent on duty unless the competent authority so directs

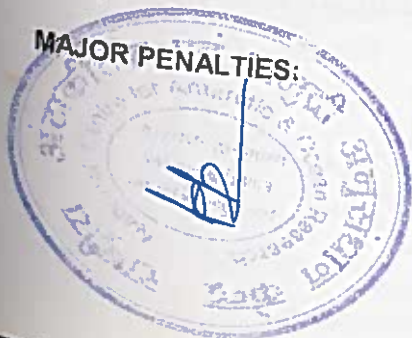
25. PENALTIES:

The following penalties may be imposed on an employee: -

MINOR PENALTIES:

- a. Censure;
- b. Withholding the increments of pay with or without cumulative effect
- c. Withholding of promotion;
- d. Recovery from pay or such other amount as may be due to him of the whole or part of any pecuniary loss caused to the Society by negligence or breach of orders and regulations.

MAJOR PENALTIES:



- a. Reduction to a lower grade or post/rank or to a lower stage in a time scale;
- b. Termination from service;
- c. Dismissal

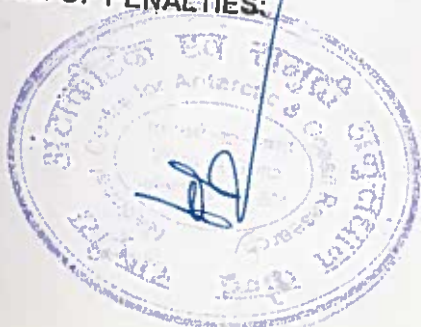
CLARIFICATION: While termination of services of an employee may not be considered as disqualification to take up further employment, the dismissal shall be so considered.

EXPLANATION:

The following shall not amount to be a penalty with in the meaning of this Rule:

- i) Withholding of increment of an employee for his failure to pass a prescribed test of examination;
- ii) Stoppage of an employee at the efficiency bar in the time scale on the ground of his unfitness to cross the bar;
- iii) Non promotion, whether officiating capacity or otherwise of an employee to a higher post for which he may be eligible for consideration but for which he is found unsuitable after consideration of his case;
- iv) Reversion to a lower grade or post, of an employee officiating in a higher grade or post, on the ground that he is considered, after trial, to be unsuitable for such higher grade or post, or on administrative grounds unconnected with his conduct;
- v) Reversion to his previous grade or post/rank of an employee appointed on probation to another grade or post, during or at the end of the period of probation in accordance with the terms of his appointment;
- vi) Termination of service: -
 - i. of an employee appointed on probation, during or at the end of the period of probation, in accordance with the terms of his appointment;
 - ii. of an employee appointed in a temporary capacity otherwise than under a contract or agreement, on the expiry of the period for which he was appointed, or earlier in accordance with the terms of his appointment;
 - iii. of an employee appointed under a contract of agreement, in accordance with the terms of such contract or agreement; and
 - iv. of any employee on reduction of establishment or closure of the establishment

IMPOSITION OF PENALTIES:



The Disciplinary Authority may impose any of the penalties specified in Rule 25 on any employee. Any authority lower than actual appointing authority shall impose no major penalty.

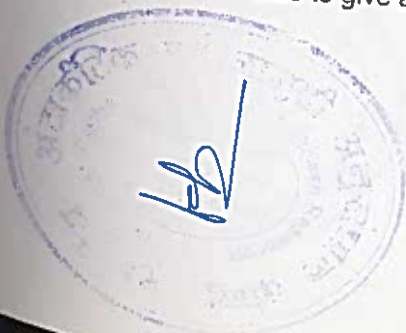
27. PROCEDURE FOR IMPOSING MAJOR PENALTIES:

- i) No order imposing any of the major penalties specified in Clause (e) (f) and (g) of Rules 25 shall be made except after an inquiry is held in accordance with this rule.
- ii) Whenever the Disciplinary Authority is of the opinion that there are grounds for inquiring into the correctness of any imputation of misconduct or misbehavior against an employee, it may itself enquire into, or appoint any officer of the Society or any other person including outsider (hereinafter called the Inquiring Authority) as enquiry officer to enquire into the correctness thereof.
- iii) Where it is proposed to hold an enquiry, the Disciplinary Authority shall frame definite charges on the basis of the imputations of misconduct or misbehavior against the employee. The charges, together with a statement of the imputations of misconduct misbehavior on which they are based, a list of documents by which and list of witnesses by whom, the articles of charge are proposed to be sustained, shall be communicated in writing to the employee, who shall be required to submit with in such time as may be specified by the Disciplinary Authority (not exceeding 15 days), a written statement whether he admits or denies any of or all the articles of charge.

EXPLANATION: It will not be necessary to show the documents listed with charge sheet or any other document to the employee at this stage.

- iv) On receipt of the written a statement of the employee, or if no such statement is received within the time specified, an enquiry maybe held by the Disciplinary Authority itself or by any other employee/person appointed as an Enquiring Authority under sub/clause (ii) after taking such evidence as it may deemed fit; provided that it may not be necessary to hold an inquiry in respect of the charges admitted by the employee in his written statement. The Disciplinary Authority shall, however, record its findings on each such charge after taking such evidence as it may think fit.
- v) Where the Disciplinary Authority itself inquires or appoints an Inquiring Authority for holding an inquiry, it may by, an order appoint an employee to be known as the "Presenting Officer" to present on its behalf the case in support of the articles of charge;
- vi) The employee may take the assistance of any other employee to present the case on his behalf but will not engage a legal practitioner for the purpose.

NOTE: The employee shall not take the assistance of any other employee who has two pending disciplinary cases on hand in which he has to give assistance.



vii) On the date fixed by the Inquiring Authority, the employee shall appear before the Inquiring Authority at the time, date and place specified in the notice. If the employee pleads guilty to any of the articles of charge, the Inquiring Authority shall record the plea, sign the record and obtain the signature of the employee concerned thereon. The Inquiring Authority shall record a finding of guilt in respect of those articles of charge to which the employee concerned pleads guilty.

viii) If the employee does not plead guilty, the Inquiring Authority shall adjourn the case to a later date not exceeding thirty days, after recording an order that the employee may, for the purpose of preparing his defense: -

- a) Inspect the documents listed with charge sheet
- b) Submit a list of additional documents and witnesses, that he wants to examine; and
- c) Be supplied with the copies of the statements of witnesses, if any, listed in the charge sheet.

NOTE: Relevancy of the additional documents and the witnesses referred to in sub-clause viii (b) above will have to be given by the employee concerned and the documents and the witnesses may be summoned if the Inquiring Authority is satisfied about their relevance to the charges under inquiry.

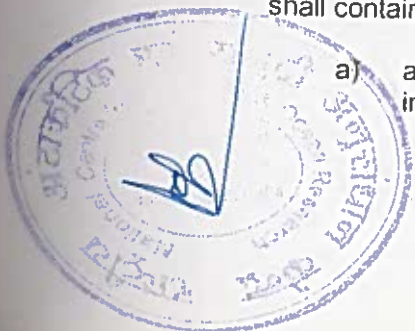
- ix) Inquiring Authority shall ask the authority in whose custody or possession the documents are kept, for the production of the documents on such date as may be specified.
- x) The Authority in whose custody or possession the requisitioned documents are, shall arrange to produce the same before the Inquiring Authority on the date, place and time specified in the requisition note provided that the authority having the custody or possession of the requisitioned documents may claim privilege if the production of such documents will be against the public interest or interest of the Society. In that event, it shall inform the Inquiring Authority accordingly. The Inquiring Authority shall, on being informed, communicate the information to the employee concerned.
- xi) On the date fixed for the inquiry, the oral and documentary evidence by which the articles of charge that are proposed to be proved shall be produced by or on behalf of the Disciplinary Authority. The witnesses shall be examined by or on behalf of the Presenting Officer and may be cross-examined by or on behalf of the employee. The presenting Officer shall be entitled to re-examine the witnesses on any points on which they have been cross-examined, but not on a new matter without the permission of the Inquiring Authority. The Inquiring Authority may also put such question to the witnesses as it things fit.



- xii) Before the close of the Management case, the Inquiring Authority may in its discretion, allow the Presenting Officer to produce evidence not included in the charge sheet or may itself call for new evidence or recall or re-examine any witness. In such case the employee shall be given an opportunity to inspect the documentary evidence before it is taken on record; or to cross-examine a witness, who has been so summoned.
- xiii) When the case for the management is closed, the employee may be required to state his defence, orally or in writing, as he may prefer. If the defence is made orally, it shall be recorded and the employee shall be required to sign; the record. In either case a copy of the statement of defence shall be given to the Presenting Officer if nay, appointed.
- xiv) The evidence on behalf of the employee shall then be produced. The employee may examine himself in his own behalf if he so prefers. The witness produced by the employee shall then be examined by the Inquiring Authority according to the provision applicable to the witnesses for the Disciplinary Authority
- xv) The Inquiring Authority may, after the employee closes his case, and shall, if the employee has not examined himself, generally question him on the circumstances appearing against him in the evidence for the purpose of enabling the employee to explain any circumstances appearing in the evidence against him.
- xvi) After the completion of the production of the evidence, the employee and the Presenting Officer may file written briefs of the respective cases within 15 days of the date of completion of the production of evidence.
- xvii) If the employee does not submit the written statement of defence referred to in Sub rule (iii) on or before the date specified for the purpose or does not appear in person, or through the assisting officer or otherwise fails or refuses to comply with any of the provisions of these rules, the Inquiring Authority may hold the enquiry ex-parte.
- xviii) Whenever any Inquiring Authority, after having heard and recorded the whole or any part of the evidence in an inquiry case to exercise jurisdiction therein and is succeeded by another Inquiring Authority which has, and which exercises such jurisdiction, the Inquiring Authority so succeeding may act on the evidence so recorded by its predecessor, or partly recorded by itself:

Provided that if the succeeding Inquiring Authority is of the opinion that further examination of any of the witnesses whose evidence has already been recorded is necessary in the interest of justice, it may recall, examine, cross examine and re-examine any such witnesses as herein before provided.

- (xix) (1) After the conclusion of the Inquiry, report shall be prepared and it shall contain: -
 - a) a gist of the articles of charge and the statement of the imputations of misconduct or misbehavior;



- e) a gist of the defence of the employee in respect of each article of charge;
- f) an assessment of the evidence in respect of each article of charge/
- g) the findings on each article of charge and the reasons therefore

EXPLANATION: If in the opinion of the Inquiring Authority, the proceedings of the inquiry establish any article of charge different from the original articles of the charge, it may record its findings on such article of charge;

Provided that the findings on such article of charge shall not be recorded unless the employee has either admitted the facts on which such article of charge is based or has had a reasonable opportunity of defending himself against such article of charge.

(2) The Inquiring Authority, where it is not itself the Disciplinary Authority, shall forward to the Disciplinary Authority the records of inquiry which shall include: -

- a. The report of the inquiry prepared by it under sub clause (1) above;
- b. The written statement of defence, if any, submitted by the employee referred to in sub-rule (xiii).
- c. The oral and documentary evidence produced in the course of the inquiry;
- d. Written brief's referred to in sub rule (xvi) if any, and
- e. The order, if any, made by the Disciplinary Authority and the Inquiring Authority in regard to the inquiry.

28. ACTION ON THE ENQUIRY REPORT

- i) The disciplinary authority shall forward a copy of the inquiry report to the accused employee and direct him to submit his written representation within 15 days.
- ii) If the disciplinary authority disagrees with the findings of the inquiry report with respect to any charge, it shall record reasons for such disagreement and record its own findings on such charge, if the evidence on record is sufficient for the purpose. A copy of such reasons shall also be forwarded to the accused employee.
- iii) The Disciplinary Authority, if it is not itself the Inquiring Authority, may for the reasons to be recorded by it in writing remit the case to the same or another Inquiring Authority for fresh or further inquiry and report, and the Inquiring Authority thereupon proceed to hold the further inquiry according to the provisions of rule (27) as far as may be.



- iv) If the Disciplinary Authority having regard to its findings on all or any of the articles of charge is of the opinion that any of the penalties specified in rule (25) should be imposed on the employee, it shall notwithstanding anything contained in rule (27), shall make an order imposing such penalty.
- v) If the Disciplinary Authority having regard to its findings on all or any of the articles of charge is of the opinion that no penalty is called for, it may pass an order exonerating the employee concerned.

29. PROCEDURE FOR IMPOSING MINOR PENALTIES:

- i) Where it is proposed to impose any of the minor penalties specified in clauses (a) to (d) of Rule (25), the employee concerned shall be informed in writing of the imputations of misconduct or misbehavior against him and given an opportunity to submit his written statement of defence within specified period not exceeding 15 days. The Disciplinary Authority shall take into account defence statement, if any, submitted by the employee before passing order.
- ii) The record of the proceedings shall include: -
 - a. A copy of the statement if imputations of misconduct or misbehavior delivered to the employee;
 - b. His defence statement, if any; and
 - c. The orders of Disciplinary Authority together with the reasons therefore.

30. COMMUNICATION OF ORDERS:

Orders made by the Disciplinary Authority under Rule 30 or Rule 31 shall be communicated to the employee concerned, who shall also be supplied with a copy of the report of inquiry, if any, as also reasons for disagreement, if any, with the Inquiring Authority.

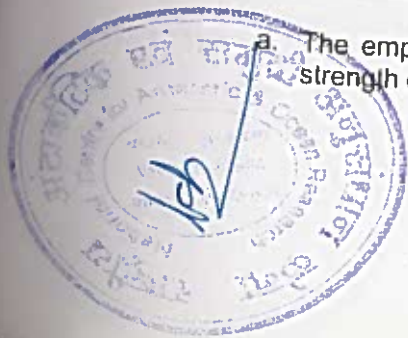
31. COMMON PROCEEDINGS:

Where two or more employees are concerned in a case, the authority competent to impose a major penalty on all such employees may make an order directing that disciplinary proceedings against all of them may be taken in a common proceedings and the specified authority may function as the Disciplinary Authority for the purpose of such common proceedings.

32. SPECIAL PROCEDURE IN CERTAIN CASES:

Notwithstanding anything contained in Rule 29, 30 or 31, the Disciplinary Authority may impose any of the penalties specified in Rule 27 in any of the following circumstances: -

- a. The employee has been convicted on criminal charge, or on the strength of facts or conclusions arrived at by a judicial trial; or



- b. Where the Disciplinary Authority is satisfied for reasons to be recorded by it in writing that it is not reasonably practicable to hold an enquiry in the manner provided in these rules; or
- c. Where the Governing Council/Chairman and Director is satisfied that in the interest of the security of the Society, it is not expedient to hold any inquiry in the manner provided in these rules.

34. PROVISION REGARDING EMPLOYEES LENT TO OTHER ORGANISATIONS:

- i) Where the services of an employee are lent to the Government or any authority subordinate thereto or to any other Public Undertaking, Cooperative Society etc (hereinafter referred to as "Borrowing Authority"), the Borrowing Authority shall have the powers of the Appointing Authority for the purpose of placing such an employee under suspension and of the Disciplinary Authority for the purpose of conducting disciplinary proceedings against him;

Provided that the Borrowing Authority shall forthwith inform National Centre for Antarctic & Ocean Research (hereinafter referred to as the "Lending Authority") of the circumstances leading to the order of suspension of an employee or the commencement of the disciplinary proceedings as the case may be.

- a) In the light of the findings of the Inquiring Authority against the employee: -
- b) If the Borrowing Authority is of the opinion that any of the penalties specified in clauses (a), (b), (c), or (d) of rule 27 (Minor Penalties) should be imposed on the employee, it may, after consultation with the Society make such orders in the case, as it deems necessary;

Provided that in the event of a difference of opinion between the Borrowing Authority and the Lending Authority, the services of the employee shall be replaced at the disposal of the Society;

- c) If the Borrowing Authority is of the opinion that any of the penalties specified in clauses (e), (f), (g) of Rule 27 (Major Penalties) should be imposed on the employee, it shall replace his service at the disposal of the Society and transmit to it the proceedings of the Inquiry for such action as deemed necessary.

EXPLANATION:

The Disciplinary Authority may make an order under this clause on the record of inquiry transmitted to it by holding such further inquiries as it may deem necessary, as far as may be, in accordance with rules 29, 30, or 31.

35. APPEALS:

An employee may appeal against an order imposing upon him any of the penalties specified in Rule 25 or against the order of suspension referred to in Rule 22. The appeal shall lie to the authority notified from time to time.



An appeal shall be preferred within 45 days from the date of communication of the order, appealed against. The appeal shall be addressed to the Appellate Authority specified from time to time and submitted to the authority whose order is appealed against. The authority whose order is appealed against shall forward the appeal with the relevant records of the case to the Appellate Authority within 30 days. The Appellate Authority shall consider whether the findings are justified or whether the penalty is excessive or inadequate and pass appropriate orders within three months of the date of appeal. The Appellate Authority may pass order confirming, enhancing, reducing or setting aside the penalty or remitting the case to the authority which imposed the penalty or to any other authority with such directions as it may deem fit in the circumstances of the case; Provided that if the enhanced penalty which the Appellate Authority proposes to impose is a major penalty specified in clauses (e) (f) and (g) of Rule 25 and an enquiry as provided in Rule 27 and thereafter held in the case, the Appellate Authority shall direct that such enquiry be held in accordance with Rule 27 and thereafter consider the record of the enquiry and pass such orders as it may deem proper. If the Appellate Authority decides to enhance the punishment but an enquiry has already been held as provided in Rule 29, the Appellate Authority shall give a show cause notice to the employee as to why the enhanced penalty should not be imposed upon him. The Appellate Authority shall pass final order after taking into account the representation, if any, submitted by the employee.

36. REVIEW:

Notwithstanding anything contained in these rules, the Reviewing Authority may either on its own motion or on the application of the employee concerned call the record of the case within six months of the date of the final order and after reviewing the case pass such order thereon as it may deem fit; Provided that if the enhanced penalty which the Reviewing Authority proposes to impose, is a major penalty specified in clause (e), (f) or (g) of Rule 25 and enquiry as provided under Rule 27 has not already been held in the case, the Reviewing Authority shall direct that such an enquiry be held in accordance with the provisions of Rule 27 and thereafter consider the record of the enquiry and pass such orders as it may deem proper. If the Reviewing Authority decides to enhance the punishment but an enquiry has already been held in accordance with the provisions of Rule 27, the Reviewing Authority shall give show cause notice to the employee as to why the enhanced penalty should not be imposed upon him. The Reviewing Authority shall pass final order after taking into account the representation if any, submitted by the employee.

37. SERVICE OF NOTICES, ORDERS ETC:

Every order, notice, communication, letter or other document made or issued under these regulations shall be served in person on the employee concerned or communicated to him at his last known address as available in office record.

- a. By delivering it to that employee;



- b. If it cannot be so delivered or tendered, by affixing a copy on the outer door or some other conspicuous part of the house in which that employee ordinarily resides (on available address of the employee in the record of the Society) and the serving officer shall then return the original to the authority from which it was issued with a report endorsed thereon or annexed thereto stating that he has affixed the copy and the name and address of the person (if any) in whose presence the copy was so affixed; or
- c. By forwarding it by registered post/ speed post/ UPC addressed to the employee at the place where he ordinarily resides;
- d. An endorsement by the serving officer that the employee refused to accept service or an endorsement by a postal employee that the employee refused to take delivery or that he could not be found or that he was absent shall be deemed to be prima facie proof of such service.

38. POWER TO RELAX TIME-LIMIT AND TO CONDONE DELAY:

Save as otherwise expressly provided in these rules, the authority competent under these rules to make any order may, for good and sufficient reasons or if sufficient cause is shown, extend the time specified in these rules for any thing required to be done under these rules or condone any delay.

39. VINDICATION OF ACTS AND CHARACTER OF SOCIETY EMPLOYEES:

No employee shall, except with the previous sanction of the competent authority, have recourse to any court or to press for the vindication of any official act, which has been the subject matter adverse criticism, or any attack of defamatory character.

40. SAVINGS

- i) Nothing in these rules shall be construed as depriving any person to whom these rules apply or any right of appeal which had accrued to him under the rules, which have been superseded by these rules;
- ii) An appeal pending at the commencement of these rules against an order made before the commencement of these rules shall be considered and orders thereon shall be made in accordance with these rules.
- iii) The proceedings pending at the commencement of the rules shall be continued and disposed, as far as may be, in accordance with the provisions of these rules, as if such proceedings were proceedings under these rules.
- iv) Any misconduct etc. committed prior to the issue of these rules which was misconduct under the; superseded rules shall be deemed to be a misconduct under these rules.

41. REMOVAL OF DOUBTS:

- a) Where doubt arises as to the interpretation of any of these rules, the matter shall be referred to the Director whose decision shall be final.



- b) In case any point is not covered in these rules or clarification is required in respect of any of these rules, the Government of India's Rules and orders on the subject will be taken as a guide, along with any amendments/modification made from time to time.

42. AMENDMENTS:

The Governing Council may amend, modify, rescind or add to these rules, from time to time and all such amendments, modifications or additions shall take effect from the date stated therein.

43. RESIDUAL POWERS:

Every case which is not covered by these rules or which requires relaxation of all or any of the provisions of these regulations shall be referred to the Director for decision.

44. REPEAL:

Any rules corresponding to these rules in force immediately before the commencement of these rules and applicable to the employees of the Society to whom these rules apply, are repealed;

Provided that any order made or action taken under the rules so replaced shall be deemed to have been made or taken under the corresponding provisions of these rules;

Provided further that such repeal shall not affect the previous operation of the rules so repealed and a contravention of any of the said rules shall be punishable as if it was a contravention of these rules.



- b) In case any point is not covered in these rules or clarification is required in respect of any of these rules, the Government of India's Rules and orders on the subject will be taken as a guide, along with any amendments/modification made from time to time.

42. AMENDMENTS:

The Governing Council may amend, modify, rescind or add to these rules, from time to time and all such amendments, modifications or additions shall take effect from the date stated therein.

43. RESIDUAL POWERS:

Every case which is not covered by these rules or which requires relaxation of all or any of the provisions of these regulations shall be referred to the Director for decision.

44. REPEAL:

Any rules corresponding to these rules in force immediately before the commencement of these rules and applicable to the employees of the Society to whom these rules apply, are repealed;

Provided that any order made or action taken under the rules so replaced shall be deemed to have been made or taken under the corresponding provisions of these rules;

Provided further that such repeal shall not affect the previous operation of the rules so repealed and a contravention of any of the said rules shall be punishable as if it was a contravention of these rules.



ANNEXURE

**APPOINTING, DISCIPLINARY & APPELLATE AUTHORITIES UNDER THE
NCAOR CONDUCT, DISCIPLINE AND APPEAL RULES, 2003.**

S No	CATEGORY OF EMPLOYEES	APPOINTING AUTHORITY	DISCIPLINARY AUTHORITY	APPELLATE AUTHORITY	REVIEWING AUTHORITY
1.	For Director.	Governing Council	Governing Council	Secretary, DOD	Hon'ble Minister, DOD
2.	For others.	Director	Director	Chairman, GC	Governing Council



NATIONAL CENTRE FOR ANTARCTIC AND C RESEARCH

TRAVELLING AND DAILY ALLOWANCE RULES

1. APPLICATION:

These Rules shall apply to all employees of the Society including those on contract/deputation to the extent not otherwise specified in the contract or terms of deputation and will cover all inland travels performed on Society's duty.

2. CLASSIFICATION:

For the purpose of calculating traveling allowance, the Society's employees are divided into five grades as follows:

- (i) Employees drawing monthly pay of Rs. 16400/- & above.
- (ii) Employees drawing monthly pay of Rs. 8000/- to Rs. 16399/-
- (iii) Employees drawing monthly pay of Rs. 6500/- to Rs. 7999/-
- (iv) Employees drawing monthly pay of Rs. 4100/- to Rs. 6499/-
- (v) Below 4100/-

3. JOURNEY ON TOUR:

A) BY AIR:

Officers drawing monthly pay of Rs. 16400/- and above are entitled to travel by air in the entitled class approved by the government. However, Officers drawing monthly pay of Rs. 12300/- and above but below Rs. 16400/- may travel by air at their discretion, if the distance involved is more than 500 k. m's and the journey cannot be performed overnight by direct train. In other cases, approval of the Director is necessary, *subject to expenditure being within their funds allotted*

B) BY RAIL:

Entitlement of the employees to travel by Rail shall be as per the Central Government TA/DA Rules.

C) BY ROAD:

For traveling by Road, employees shall be entitled to traveling allowance at the following rates, provided they have not availed of free transport facility from any source:

1) Basic Pay + NPA + S1
Rs. 16,400 and above

2) Rs. 8,000-Rs. 16,399

Entitlements

AC Taxi/Ordinary Taxi/Car / Auto-rickshaw / Own Scooter / Moped / Any Bus including AC Bus.
Same as 1 above, except AC



- | | | |
|----|---------------------|--|
| 3) | Rs. 6,500-Rs. 7,999 | Taxi
Same as 1 above, except AC Bus/AC Taxi |
| 4) | Rs. 4,100-Rs. 6,499 | Autorickshaw/Scooter/Moped/Any Bus except AC Bus |
| 5) | Below Rs. 4,100 | Autorickshaw/Scooter /Moped / Ordinary Bus |

JOURNEY BY OWN CAR /SCOOTER ETC

Where an employee on tour perform journey by his own Car or Scooter/Motor Cycle with the approval of the Director, he will be paid for the road journey by the shortest route at the following rates:

- | | | |
|------|----------------------------|------------------|
| i) | By own Car | Rs. 8.00 per km. |
| ii) | By own Scooter/Motor cycle | Rs. 4.00 per km. |
| iii) | By own Moped | Rs. 2.00 per km |

GENERAL:

- i) The journey on tour by Road by own Car should be resorted to only in exceptional circumstances and only in cases where it is not possible to provide Society's transport. However, in cases where it is not possible to provide Society's transport and the employee performs journey in his own conveyance, it should be under prior approval of the Director.
- ii) The drivers accompanying officers in official vehicles will not be entitled to overtime allowance during the tour period as they shall be entitled to traveling allowance as per these rules.
- iii) Reimbursement of taxi fare will be made only on production of cash receipt. However, production of receipt will not be required for journeys performed between residence/office to Railway Station/Airport/Bus Stand and vice versa at the same station. The number of the taxi hired by the employee should be mentioned in the TA bill.
- iv). Travelling allowance will normally be admissible by the shortest route. The quickest route, even if it is longer, will be deemed to be the shortest route for the purpose of these rules. Travel by longer route in other cases will require sanction of the Director.
- v) If the journey is performed by deluxe bus, tickets should invariably be attached with TA bills.

C-I: LOCAL CONVEYANCE CHARGES WHILE ON TOUR

The officials while on tour will be allowed reimbursement of conveyance charges subject to furnishing details of places visited up to an amount as prescribed below:

OFFICERS

STAFF

A Class Cities.

Rs 250/- per day

Rs 150/- per day

B Class & other Cities.

Rs 200/- per day

Rs 100/- per day



The official concerned shall also have to certify that the amount claimed was actually incurred by him on hiring local conveyance for official purpose.

4. DAILY ALLOWANCE (DA): (DA rates of other similarly placed institutions to be checked up)

- i) The daily allowance is intended to cover expenses incurred while on tour on account of halting at places other than headquarters.
 - a) Daily allowance is to be calculated for the period of absence from the headquarters. The scheduled arrival/departure (and actual arrival, if there is a delay of more than 15 minutes from the schedule) of the mode of transport used shall be reckoned for the calculation of DA. In respect of journeys by road, the actual time of arrival/departure as certified by the employee concerned will be adopted.

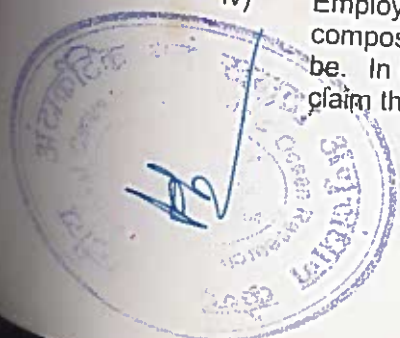
b). While on tour, DA will be admissible at the following rates:

S.No	Pay Range	Upper Limit for Lodging charges/ DA*		Composite DA if own lodging arrangements are made	
		A - I/A/B - I Places Cities	Other	A-I/A/B - I Places Cities	Other
1	2	3	4	5	6
1	Rs. 16,400 and above	(A) Rs. 1500 (B) Rs. 500	Rs. 1000 Rs. 400	Rs. 500	Rs. 400
2	Rs. 8,000 to Rs. 16,399	(A) Rs. 1000 (B) Rs. 400	Rs. 750 Rs. 350	Rs. 400	Rs. 350
3	Rs. 6,500 to Rs. 7,999	(A) Rs. 750 (B) Rs. 300	Rs. 500 Rs. 300	Rs. 300	Rs. 300
4	Rs. 4,100 to Rs. 6,499	(A) Rs. 400 (B) Rs. 200	Rs. 300 Rs. 150	Rs. 200	Rs. 150

* Group A officers of the society shall be alternatively entitled for actual lodging charges for stay up to three star Hotel plus $\frac{3}{4}$ DA of ordinary rates.

- (A) Means lodging charges
- (B) Means DA

- ii) The rates shown in column (6) will apply for journey period also.
- iii) Employees who stay in Hotels etc. shall produce receipt for lodging and they shall be reimbursed such lodging charges, subject to ceilings mentioned in Rule 6 (b).
- iv) Employees who do not stay in Hotels etc. shall be entitled to composite DA as mentioned in column (5) or (6) as the case may be. In such cases, the employee concerned will certify in his TA claim that he made his own arrangements for stay.



- vi). Daily allowance will be paid for broken period of a "Day" on the following scales: -
 - a. For absence of less than 8 hours half
 - b. For absence of 8 hours or more full
- vii. For prolonged halts: If continuous halt on tour exceeds 180 days, full DA will be allowed for the first 180 days and no DA thereafter will be allowed.
- viii. When an employee on tour, is treated as guest of any other organization, the admissible daily allowance will be granted at the following rates: -
 - a. When either Boarding or lodging is provided free -75% of DA.
 - b. When both Boarding & lodging are provided free - 50% of DA
- ix. DA may be drawn for all halts on duty and holidays occurring during the period of halts at the admissible rates depending on the place of visit.
- x. The Controlling Officer may allow Leave (including casual leave) to an employee on tour. No DA will however, be admissible for such periods of leave.
- xi. When an employee, who is on tour, returns to his headquarters on the same day, his daily allowance will be calculated as follows:
 1. If the absence is less than 6 hours - Nil
 2. If absence exceeds 6 hours but is less than 12 hours - 50%
 3. If the absence is 12 hours or more - Full

5. TRAVELLING ALLOWANCE ON TRANSFER:

i) BY AIR.

An employee who is entitled to travel by air on tour can also undertake journeys on transfer by air, in which case, he/she is entitled to draw the air fare actually paid for self and members of the family.

ii) BY RAIL

Employees and members of their families shall be entitled to travel by the same class of accommodation to which the employee is entitled, while on tour.

iii) BY ROAD.

For journeys by road between places connected by rail, actual expenses limited to rail fare of the entitled class, will be reimbursed. For places not



connected by rail, the employees may be reimbursed expenditure incurred against reasonable evidence of expenditure, for mode of conveyance appropriate to the category of employees.

iv) DA FOR JOURNEY PERIOD.

An employee may draw one DA for himself and each member of his family for every completed day occupied in the journey from residence to residence reckoned from midnight to midnight. For the period of less than 24 hours on any day, the daily allowance is as follows:

Up to 6 hours	Nil
Exceeding 6 hours but not exceeding 12 hours	70%
Exceeding 12 hours	Full

Children below 12 years, including those for whom Railway/Bus fare is not paid, will be allowed DA at half of the rates for adults.

v) TRANSFER GRANT AND PACKING ALLOWANCE:

The employees will be entitled to lump sum transfer grant and packing allowance as under:

Transfer T.A. entitlement – Transfer T.A. comprises of the following elements:-

- a composite transfer grant equal to one month's basic pay;
- actual fares for self and family for journey by rail/steamer/air;
- road mileage for journey by road between places not connected by rail.

Packing allowance will be admissible just like transfer grant irrespective of the quantity of personal effects carried and no receipt is necessary for drawing the packing allowance.

vi) TRANSPORTATION OF PERSONAL EFFECTS:

- Cost of carriage of personal effects to employees on transfer will be admissible at the following rates:

Entitlement at a glance

Basic pay + NPA + Stagnation Increment	Composite transfer Grant	Personal effects		
		By train/steamer	Rate per km for transport by road	
		Maximum	'A-1', 'A' and 'B-1' cities	Other places
Rs. 16,400 and above	Equal to one month's basic pay + NPA + SI	Full four-wheel wagon, or 6,000 kg by goods train, or one Double Container	Rs. P. 30.00	Rs. P. 18.00
Rs. 8,000 to 16,399	Equal to one month's basic pay + NPA + SI	Full four-wheeler wagon, or 6,000 kg by goods train, or one Single Container	30.00	18.00
Rs. 5,500 to 7,999	--do--	3,000 kg	15.00	9.00

Rs. 4,100 to 6,499	--do--	1,500 kg	7.60	4.60
Rs. 3,350 to 4,099	--do--	1,500 kg	7.60	4.60
Below Rs. 3,350	--do--	1,000 kg	6.00	4.00

- b) The term "personal effects" is not subject to any definition. The Controlling Officer shall satisfy himself that the claim towards transportation of personal effects is reasonable.
- c) If the personal effects are transported by road between places connected by rail, the employee shall draw the actual expenditure or the amount admissible on transportation of the maximum admissible quantity by goods train plus an additional amount of 25% thereof, whichever is less.
- d) If the personal effects are transported by road between places not connected by rail, an employee can draw lower of the following amounts:
 - i) Actual expenditure on transportation by road, or
 - ii) the amount admissible on transportation by railway and an additional amount of not more than 25% of the maximum admissible quantity to which the employee is entitled to carry by goods train on transfer.

6. ADMISSIBILITY OF TA FOR OTHER JOURNEYS:

These rules will be applicable for all official journeys undertaken with the consent of the Controlling Officer: -

- a) To give evidence in a Court of Law in which NCAOR is a party. TA will also be admissible to give evidence in Court of Law where NCAOR is not actually a party but is interested in the case. If any employee has to attend a Court to depose the facts coming to his knowledge during the discharge of his official duties, the NCAOR will be deemed to be interested in the case.
- b) To attend a training programme, seminar or conference.
- c) To appear in departmental examination.
- d) To recall an employee from leave to duty before expiry of leave.
- e) By an employee under suspension.
- f) To attend departmental enquiry.

7. T.A. ON RETIREMENT/DEATH.

- a) The employee in the event of retirement or members of his family in the event of the death of the employee shall, besides, the fares, will also be eligible to transfer grant, packing allowance and cost of carriage of personal effects as admissible on transfer. The journey must be completed within one year of the date of retirement or death as the case may be.
- b) The employees shall also be allowed reimbursement of the actual cost of transportation of his conveyance to selected place of residence limited to that admissible up to home town as on transfer.

8. ADVANCE OF TADA ON TOUR/TRANSFER



- a) An employee proceeding on official journeys may be granted an advance of not more than 80% of the estimated expenditure to meet travel and other expenses provided no past bills are pending.
- b) An employee is required to submit his TA bill on completion of journey. The advance granted shall be recovered from his salary, if the bill is not submitted by him (i) within one month of drawl, in respect of tours and (ii) within three months from the date of taking charge at new station in respect of transfer.



NATIONAL CENTRE FOR ANTARCTIC & OCEAN RESEARCH

LEAVE RULES

1. LEAVE ENTITLEMENT:

- i) Leave cannot be claimed as a matter of right but may be sanctioned, refused, curtailed, revoked or postponed by the Competent Authority according to the exigencies of circumstances.
- ii) In case the Competent Authority recalls an employee to duty before the expiry of his leave in the exigencies of work, the employee shall be treated as on duty from the date on which he starts from the place of his stay for the station to which he is ordered to report.

2. KINDS OF LEAVE:

Subject to the conditions mentioned in rule 1 (i) and (ii) above, and other provisions in these leave rules, the following kinds of leave shall be admissible to employees including officers:

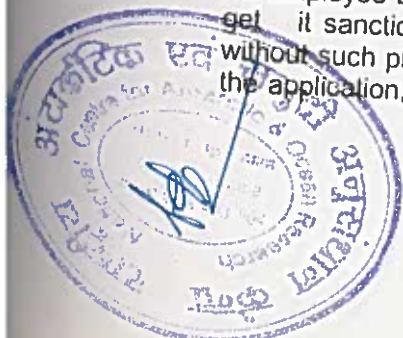
- i) Casual leave;
- ii) Compensatory leave;
- iii) Earned leave;
- iv) Medical leave;
- v) Maternity Leave
- vi) Paternity Leave
- vii) Special Disability Leave; and
- viii) Extraordinary Leave
- ix) Study Leave
- x) Sabbatical.

3. SUNDAY OR HOLIDAY TO COUNT AS PART OF LEAVE EXCEPT IN CASE OF CASUAL LEAVE:

A Sunday or holiday falling between the first and the last day of any period of leave shall count as part of leave except in case of casual leave. The prefixing or suffixing of Sunday or Holidays to leave will be permissible. However, in case of leave on medical certificate, if the day on which an employee is certified medically fit for re-joining duty happens to be a holiday(s), he shall be allowed to suffix such holiday(s) to his medical leave and such day(s) shall not count as leave.

4. PROCEDURE FOR GRANT OF LEAVE.

- i) An employee before proceeding on leave shall submit an application and get it sanctioned from the competent authority. Proceeding on leave without such prior sanction shall be treated as unauthorized absence. In the application, the employee shall also indicate in writing any change in



his address while on leave and keep the Society informed of subsequent changes in such address.

- ii) The Personnel Department of the Society shall maintain a leave account of every employee and on request he/she may be intimated of the amount of leave due to him/her.

5. CASUAL LEAVE

- i) Each employee will be eligible to avail 8 casual leave in a calendar year.
- ii) Casual leave is intended for short periods and it should not normally be granted for more than 5 days at any one time except under special circumstances.
- iii) Casual leave is not a recognized form of leave. An employee on casual leave shall not be treated as absent from duty and his pay is not intermitted.
- iv) Casual leave cannot be combined with any other kind of leave or joining time.
- v) Casual leave can be taken while on tour, but no daily allowance will be admissible for the period.
- vi) Casual leave may be sanctioned for half-day also. Lunch break shall be the dividing line.
- vii) Casual leave cannot be accumulated or carried forward to the following year. It shall be deemed to have lapsed if not availed during the year.
- viii) Persons appointed and joining duty during the middle of a year may avail of Casual Leave proportionately or to the full extent at the discretion of the competent authority.
- ix) Leave travel concession can be availed during casual leave.
- x) If an employee remains absent for one or more days due to unavoidable circumstances beyond his control, he should intimate his intention of remaining absent by phone/post-card or oral message and should submit application for sanction of casual leave already availed immediately after he resumes duty.

6. COMPENSATORY LEAVE

- i) An employee who is required to perform duty on Sunday or closed holiday(s) shall be eligible for compensatory leave for a corresponding number of days. The compensatory leave shall be availed before the end of the month following the month in which it accrues. In case of refusal, it may be carried forward to the next month.
- ii) Officers shall not be eligible for compensatory leave.



EARNED LEAVE

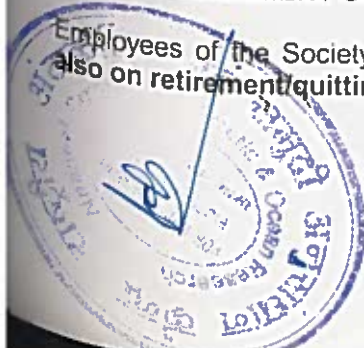
7.

- i) An employee will be eligible for 30 days earned leave in a year. Every year, earned leave account of an employee will be credited in advance by 15 days each on 1st January and 1st July respectively. No deduction on account of leave availed will be made while crediting the leave account at the commencement of next half year.
- ii) If an employee has been appointed sometime in the middle of half year, the credit for that half year will be given to him @ 1/11 days of duty for the remaining period during that half year. At the end of that half-year, the leave account will be rounded off to the nearest whole figure. For example, if the balance comes to 3-6/11, it shall be rounded off to 4 days. In case it comes to 3-5/11, it shall be rounded off to 3 days. Thereafter, normal credit of 15 days will be allowed for the next half year.
- iii) Accumulation of earned leave by an employee shall not exceed 300 days.
- iv) If the services of the employee are terminated after giving him notice as prescribed in these Rules, he shall be paid salary for the earned leave due to him
- v) If an employee resigns his post after giving notice period as prescribed he shall: -
 - a. be paid salary for the period of earned leave due to him;
 - b. In case, the notice falls short of prescribed period, amount of earned leave equivalent to the days notice falls short shall be adjusted towards the notice period and salary for the balance period of earned leave due shall be paid to him.
- vi) Salary during the period of earned leave shall be governed by rule No. 2 (vii) of these rules.
- vii) Unavailed joining time (subject to maximum of 15 days) reduced by the actual number of days availed, shall be credited to the earned leave account on the following conditions:
 - a) The employee is ordered to join the new post without availing full admissible joining time or he proceeds alone to the new place and joins the post without availing full joining time and takes his family later within the permissible time for claiming traveling allowance for the family.
 - b) The credit of earned leave plus the unavailed joining time credited should not exceed 300 days.
 - c) One day joining time admissible for transfer within the same station, if not availed, shall not be credited to the EL account.

8.

ENCASHMENT OF EARNED LEAVE:

Employees of the Society are entitled to encashment of earned leave on LTC and also on retirement/quitting/termination, as per GOI Rules.



9.

MEDICAL LEAVE

An employee shall be eligible for medical leave on half pay for 40 days or 20 days on full pay for every completed year of service. The maximum accumulation of medical leave will be 180 days on full pay. It may be granted to an employee on production of a certificate of sickness from a Medical Practitioner duly registered with Medical Council of India. It will not be granted for a period of less than three days. However, if no other leave is due to the employee concerned, medical leave for less than three days may also be granted.

10.

MATERNITY LEAVE

- i) Maternity leave for a period not exceeding 135 days shall be admissible on full pay to such female employees of the Society who have less than two surviving children.
- ii) Maternity leave will also be sanctioned for mis-carriage/ abortion for a period not exceeding 45 days in the entire service excluding any such leave taken prior to enforcement of these rules. It will be admissible irrespective of number of surviving children. A certificate from a registered medical practitioner should support the application.
- iii) The maternity leave shall not be debited to the leave account of the employee concerned.
- iv) It can be combined with leave of any other kind except casual leave.
- v) It should be availed in one spell and not in installments.
- vi) It shall count as service for the purpose of increments.

11.

PATERNITY LEAVE

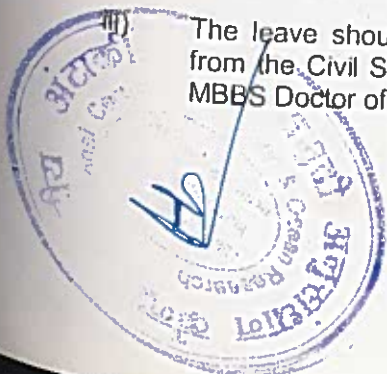
- i) Paternity leave is admissible to male employees (including casual and temporary employees) with less than two surviving children during the confinement of his wife i.e. up to 15 days before and up to six months from the date of delivery of the child. If the leave is not availed of within this period it shall be treated as lapsed.
- ii) It can be combined with any other kind of leave.
- iii) It will not normally be refused.
- iv) The leave shall not be debited to leave account.
- v) Leave salary for paternity leave is equal to the last pay drawn before proceeding on leave.

12.

SPECIAL DISABILITY LEAVE

- i) Leave up to a maximum of 24 months may be granted to an employee who is disabled by injury while performing official duties of the Society.
- ii) It may be granted in combination of any other kind of leave except CL.

iii) The leave should be granted only on production of Medical Certificate from the Civil Surgeon/District Medical Officer/Government Doctor or an MBBS Doctor of a reputed hospital.



- iv) This leave may be sanctioned with full leave salary for the first 120 days and on half leave salary for the rest of the period.

13. EXTRA-ORDINARY LEAVE

Extra ordinary leave will be granted to an employee in special circumstances mentioned below: -

- i) When no other kind of leave is admissible.
- ii) When other leave is admissible, but the employee of the Society applies in writing for grant of extra ordinary leave.
- iii) An employee cannot be sanctioned Extra-ordinary Leave for a continuous period exceeding 180 days
- iv) Extra ordinary leave is sanctioned without pay. It shall be at the discretion of the sanctioning authority to fix the amount of extra ordinary leave to be sanctioned in each case.
- v) Extra ordinary leave may be granted to regularize the period of absence without leave retrospectively.
- vi) Two spells of extraordinary leave, intervened by any other kind of leave, shall be treated as one continuous spell for the purpose of applying the maximum limit.

14. STUDY LEAVE AND SABBATICAL

Study Leave and sabbatical will be admissible to the employees of the Society as per the rules applicable to the employees of the Central government.

15. GENERAL CONDITIONS:

- i) Ordinarily, leave will begin on the date on which an employee is relieved from duty and will end on the day on which he resumes duty.
- ii) Except in emergencies, application for leave for a period upto 3 days shall be made one day in advance and for leave more than 3 days shall be made at least 7 days in advance of the date from which the leave is required.
- iii) An employee shall not proceed on leave until and unless he obtains the sanction order of the leave applied for by him. Those not doing so, will be guilty of 'misconduct'
- iv) An employee who desires to extend his leave, shall make an application in writing to his Department/Section In charge in advance, giving him sufficient time to communicate his reply before the expiry of the leave originally sanctioned. A written reply either of the sanction or of the refusal of extension of leave will be sent to the employee concerned if his



address is available, and if such reply is likely to reach him before the expiry of leave originally granted to him.

- v) If the application for extension of leave is on medical grounds and the employee is away from Headquarters, he shall submit his application along with a Medical Certificate from a Government Medical Officer in charge of a Civil Hospital or a registered Medical Practitioner. The Medical Certificate must clearly specify the days for which the extension is required and also the reason and the nature of disease etc. The Society reserves the right to direct the employee to appear before a Medical Officer(s) to be nominated by the Company, for Medical Examination. The decision of such a Medical Officer(s) shall be final and binding on the employee.
- vi). No employee, while on leave, shall take up any employment or any vocation for profit or gain. If he does so, his services will be liable to be dispensed with, without notice and he will forfeit all privileges accrued to him during his service.
- vii) Leave will not be granted to a person under suspension.
- viii) An employee shall not absent himself without leave beyond the period of leave originally granted or subsequently extended; otherwise he will be liable to disciplinary action for 'misconduct'.
- ix) If an employee remains absent without prior permission, he will be marked absent in the attendance register and it will render him liable to disciplinary action for 'misconduct'. Absence without permission for more than 15 days may be treated as voluntary abandonment of his employment and his name may be struck off the rolls without any notice.

16. These rules supersede all earlier orders on the subject.



NATIONAL CENTRE FOR ANTARCTIC & OCEAN RESEARCH

LEAVE TRAVEL CONCESSION RULES

1. EXTENT OF APPLICATION:

- i) The concession is admissible to employees of all grades whether permanent, temporary or on probation after completion of one year continuous service in the Society.
- ii) It shall not be admissible to such employees who are not in the whole time employment of the Society and /or are paid from the contingencies or are employed on casual basis either on daily wages or consolidated salary.

2. SCOPE:

The object of the scheme detailed in these rules is to provide, as a measure of welfare, travel assistance to the employees of the Society and their families from the Headquarters to hometown or any other place in India and back subject to the conditions hereinafter provided.

EXPLANATIONS:

The declaration of Home Town (in the prescribed form at Annexure – VII to Recruitment & Promotion Rules) once made shall ordinarily be treated as final. In exceptional circumstances the Controlling Officer, or if the employee himself is the Controlling Officer, The Director may, at his discretion, permit an employee to make a change in his declaration of Home Town as indicated in his official record, provided that such a change shall not be made more than once in the entire service of the employee concerned. For determining the place of an employee as Home Town, the following criteria will be applied:

Whether the place declared by the employee is one, which requires his physical presence at frequent intervals for discharging various domestic and social obligations or where his near relations are permanently residing or where the employee has got immovable property.

3. FREQUENCY OF AVAILING L.T.C.:

- i) JOURNEY TO HOME TOWN:

The concession will be admissible to employees once in a period of two calendar years. The term 'once in a period of two calendar years' will mean once in each block of two calendar years starting with the year 2003-2004. Therefore, the concession, under these rules, will on the first occasion be admissible during the block of two consecutive years 2003-2004 and thereafter in 2004-2005 and so on.



ii) JOURNEY TO ANY PLACE OTHER THAN HOME TOWN:

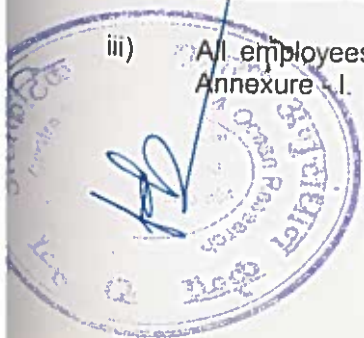
- a. The concession will be admissible to all employees once in a block of four calendar years. The term 'once in a block of four calendar years' will mean once in a block of 4 calendar years starting with the year 2002. The concession on the first occasion will be admissible during the block of 4 consecutive years 2002-2005 and thereafter 2006-2009 and so on.
- b. This concession is admissible in lieu of one of the two journeys to Home Town in a block of four years. In other words, an employee can undertake only two journeys with in a block of four calendar years. He can either undertake journey twice to his hometown or once to his hometown and once to any place other than his hometown.
- c. An employee, who has a family living away from his place of work may instead of having the concession for his family as well as for himself once in a block of two years, avail of the concession for himself alone once every year, during each block for visiting his home town. Such employees shall not be entitled to LTC to anywhere in India.

iii) The employee and his family, who are unable to avail themselves of the concession for hometown in a block of two years, may be permitted to avail it before the end of the first year of the next block. Otherwise, the concession for the block shall be treated to have lapsed.

iv) The employee and his family who are unable to avail themselves of the concession for visiting anyplace in India in a block of 4 years may be permitted to avail it before the end of the first year of the next block of 4 years provided they are entitled to avail the carried forward LTC for visiting home town during the block of next two years. In other words, LTC for unavailed block of two years should be due to their credit, if they wish to avail carried forward LTC for visiting anyplace in India. It is further clarified that in the case of such employees, as have carried forward the LTC to the home town pertaining to the block 2002-2003 to 2004-2005, only one out of the three journeys (including the above carried forward) that they are entitled to in the block years 2002-2005 can be utilized for performing the journey to a place other than the Home town.

4. ENTITLEMENT:

- i) The employees and their family members will be entitled to travel by the class of accommodation, to which they are entitled to travel under TA rules of the Society.
- ii) While availing LTC, an employee should travel to his Hometown only by the shortest route.
- iii) All employees are required to apply for LTC in the prescribed form at Annexure - I.



5. **THE EMPLOYEE AND FAMILY
INDEPENDENT UNITS**

The employee and his family may travel either independently or together as may be convenient to them and claim reimbursement, but the return journey by the family must be completed within six months from the date of commencement of the onward journey.

6. **JOURNEYS BETWEEN PLACES
CONNECTED BY RAIL:**

- i) It is permissible to an employee or his family to travel in a class higher or lower than that to which he is entitled. In the former case, the Society's liability is restricted to the fare by the class entitled and in the latter case, the fare by the class in which he or his family actually traveled.
- ii) Where an employee and/or his family travel by air or by road or by steamer, between two places connected by rail, the extent of the Society's assistance shall be limited to what would have been admissible had he traveled by rail in the entitled class or the actual expenses, whichever is less.

7. **JOURNEYS BETWEEN PLACES NOT CONNECTED BY RAIL:**

- i) For the journey, which is covered by a recognized public transport system, the Society's assistance would be the full fares actually charged by such a system for entitled class of accommodation.
- ii) For the portion of journey, which is not connected by a recognized public transport system, Society's assistance would be full road mileage at the appropriate rate as prescribed in the TA Rules of the Society.
- iii) In respect of places, which are not connected by rail, the employees may travel by the entitled class by steamer/air where an alternative means of travel is either not available or is more expensive.

8. **NO INCIDENTALS ADMISSIBLE:**

No incidental expenses or DA shall be admissible for journey performed under these rules.

9. **NATURE OF LEAVE:**

The concession is admissible for journeys performed by an employee during regular leave or casual leave, as the case may be, irrespective of duration of leave. It shall, however, not be admissible to an employee who proceeds on regular or casual leave and resigns his post without returning to duty.

10. **CLAIM FOR REIMBURSEMENT:**

All claims for reimbursement of LTC (in the form prescribed for claiming traveling allowance on tour) will be made within one month on completion of the return journey. Therefore, the employee concerned should submit the claim to the Accounts Department within the above-prescribed time limit. A list of hometown of all employees will be provided by the Personnel Department to the Accounts



Department to process the claim. To facilitate the determination of the genuineness of LTC claim, journeys should be verified as under: -

- i) All receipts submitted along with the LTC claim should bear signature of the employee on the back of the receipt.
- ii) Full details such as serial number, the authority that issued, and the date of issue of cash receipt or the ticket number and the amount for which the receipt was issued should be indicated on the body of the claim.
- iii) Where journey is performed by bus or taxi, the employee should indicate the registration number of the bus/taxi in which he travelled, in addition to cash receipt. In case journey is undertaken by chartered bus, the employee should also furnish a certificate from the travel agent/owner of the bus to the effect that the employee and/or members of his/her family had actually travelled by the vehicle bearing that number.
- iv) In the absence of satisfactory evidence to the effect that the employee and his family actually performed the journey to his hometown or to anyplace in India, the LTC claim will be not be entertained.

11. RECORD OF LTC.

A record of LTC availed by the employees shall be maintained by the Accounts Department in the Accounts Books and also by the Personnel Department in the Service Book.

12. ADVANCES:

- i) Advance up to 90% of the estimated cost of journey may be granted to employees desirous of availing of LTC facility under these rules. The advance shall have to be refunded if the outward journey is not commenced within 30 days of the grant of advance.
- ii) Advance may be granted in case the employee and the family travel at different time, separately for both onward and return journey.
- iii) The account of advance drawn for LTC will be rendered in the same manner as for the advance of official tour.

13. SANCTIONING AUTHORITY:

The Director or such other officers to whom powers have been delegated by the Director will act as Controlling Officer for the purpose of these rules. The Director will be his own controlling officer.

These rules supersede all earlier orders on the subject.



NATIONAL CENTRE FOR ANTARTCTIC & OCEAN RESEARCH

APPLICATION FORM FOR GRANT OF LTC FOR BLOCK YEAR _____

1. Name & Designation of Applicant
(in Block Letters)
2. Basic Pay
3. Nature & period of leave sanctioned
4. Particulars of family members:

S. No.	Name	Relationship	Age
1			
2			
3			
4			
5			

5. Name of places to be visited:
 - a) Nearest Railway Station (in block letters)
(It is a must in case LTC is for hometown)
 - b) Distance from place of posting
6. Probable date of commencement of journey
7. Certified that:
 - i) The family members in respect of whom LTC is being claimed are entirely dependent on me and are also residing with me.
 - ii) That my husband/wife is not an employee of the Society
 - iii) That my husband/wife is employed in _____ and the concession has not been availed by him/her separately for himself or for any of the family members for the concerned block.

Signature
Date
Branch/Office



NATIONAL CENTRE FOR ANTARCTIC & OCEAN RESEARCH

MEDICAL BENEFIT RULES

1. EXTENT OF APPLICATION:

- i) These rules shall be applicable to all regular employees of the Society except those employed on daily wages/ consolidated salary or part time basis.
- ii) These rules shall be applicable to the employees whether they are on duty or on leave of any kind or under suspension and to their families whether located at the place of duty or else where subject to other provisions of these rules.
- iii) These rules will be applicable to deputationists unless the deputation terms otherwise provide.

2. NON-HOSPITALISATION CASES:

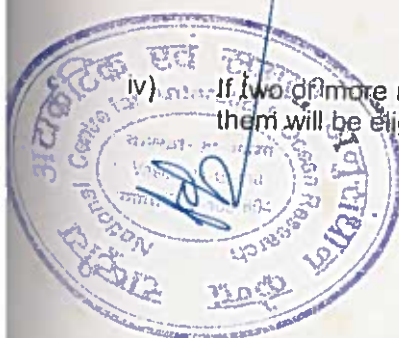
- i) Reimbursement of medical expenditure incurred by the staff member and his/her family consisting of dependent parents, wife/husband, sons and daughters shall be made upto a maximum limit of Rs. 12,000/- per annum, irrespective of the scale of pay of employee.
- ii) An employee, who has completed one year of continuous service in the Society in regular scale of pay shall be reimbursed 50% of the admissible amount at any time in the first half and the balance in the second half of the year on submission of a certificate to the effect that he has actually incurred the expenditure.

The claim should be preferred in the prescribed form at annexure I

- iii) Those employees who are in the regular scale of pay but have not completed one year's continuous service will be reimbursed the amount as under:

<u>S.No</u>	<u>PERIOD OF CONTINUOUS SERVICE</u>	<u>AMOUNT</u>
1.	Less than three months	NIL
2.	3 months or more but less than 6 months	2,000
3.	6 months or more but less than 9 months	4,000
4.	Nine months or more	6,000

- iv) If two or more members of a family are working in the Society, only one of them will be eligible to claim reimbursement.



- v) To such employees, whose spouse is covered under the medical scheme of Central Government, State Government, Public Undertaking, Autonomous body or any other organization, the employee and the spouse will be required to opt for the scheme of a single organization and they would be required to furnish a joint declaration to the effect that the spouse of NCAOR employee is not availing Medical/Hospitalization benefit from any other medical scheme.

3. HOSPITALISATION:

- i) In case of hospitalization of an employee or any member of his/ her family in a private hospital, medical expenses will be reimbursed to the extent of rates prescribed by an hospital to be notified under the orders of the Chairman FC/GC. The room entitlement shall be as follows: -
- | | | |
|----|------------------|---------------------|
| a. | 13,500 and above | Deluxe Room |
| b. | 10,501 to 13,499 | Single Room |
| c. | 7,501 to 10,500 | Room with two beds |
| d. | 7,500 to 4,100 | Room with four beds |
| e. | Upto 4,100 | General Ward |
- ii) The actual ambulance charges, if any, paid by an employee as per the rules of the concerned hospital, will be reimbursed to him/her.
- iii) In serious cases of ailments, where even after hospitalization, prolonged treatment is required to be taken, expenses thereof may be reimbursed for a maximum period of three months. The Director may at his discretion allow an employee, reimbursement for such ailments even after three months, if he is satisfied that it is necessary to do so. Further, employees may be allowed reimbursement of expenses for treatment of Tuberculosis as OPD patient even without hospitalization.
- iv) Charges on account of Dhobi, Aya, Attendant, Telephone etc. shall not be reimbursed.
- v) Expenditure incurred on inadmissible medicines, foods, tonics etc as defined in the Government of India Medical Attendance Rules, 1944, as amended from time to time will not be reimbursed.
- vi) All claims for medical reimbursement incases of hospitalization shall be submitted in Annexure II

4. REIMBURSEMENT AS A SPECIAL CASE:

In case an employee sustains any injury during duty hours in office premises, or on the way while attending to his/her duty, medical expenses will be reimbursed on actual basis with the approval of Director.

5. GRANT OF ADVANCE:

In case of hospitalization, an advance up to 90% of the estimated expenditure on medical treatment of an employee or his/her family member may be given on the



certificate of the concerned hospital where the patient is or is being admitted. The hospital will indicate expected duration of the treatment and likely expenditure. To the extent possible, the payment of advance should be made directly to the hospital concerned.

6. DECLARATION OF DEPENDANTS

- i) Every employee on appointment shall declare members of his/her family dependant on him/her in the prescribed form at annexure - III. The existing employees shall also do so with in a month of publication of these rules.
- ii) The married female employees of the Society shall have the option to include her parent or parent-in-laws as member of her family for the purpose of availing facilities under these rules. They will, however, have to submit a declaration in this regard as per annexure - IV.

7. MEDICAL INSURANCE SCHEME

The staff of NCAOR shall be eligible to Medclaim policies for them and their dependents and the premia paid by them shall be reimbursed by NCAOR, provided such reimbursement on medclaim premia and cost of any other in-patient treatment at the recognized Hospitals and/or the out-patient treatment with the authorized Medical attendants does not exceed the overall ceiling of Rs. 12,000/- per annum specified in para 2 above. There shall be no ex-gratia payment towards medclaim expenses.

8. These rules supersede all earlier orders on the subject.

Medical Assistance Rules of Central Government will be generally followed except in cases where exemptions are specifically provided for.



ANNEXURE-I

NATIONAL CENTRE FOR ANTARCTIC & OCEAN
RESEARCH

APPLICATION FOR REIMBURSEMENT OF MEDICAL EXPENSES

The Director,
NCAOR,
Goa

Sir,

This is to certify that I have incurred an expenditure of Rs. ----- on the treatment of self and my family members during the period from ----- to ----- . It is requested that an amount of Rs. _____ may kindly be reimbursed to me in terms of Medical Benefit Rules of the Society.

I also certify that no member of my family including myself is covered under the CGHS Scheme of Government of India.

Signature
Name
Date:



1. Name & designation of Claimant:
2. Name of Patient
3. Relationship with claimant
4. Basic pay at the time of Hospitalization
5. Name of Hospital
6. Date of Admission Date of Discharge

S. No	Bill No. & Date	Particulars	Bill Amount	Admissible amount

Date:

Signature of Claimant



NATIONAL CENTRE FOR ANTARCTIC & OCEAN RESEARCH

DECLARATION OF DEPENDANTS

1. Name of Employee
2. Designation
3. Office/Branch
4. Department

DETAILS OF FAMILY MEMBERS

S. No.	Name	Age	Marital Status/ Relationship With employee	Whether wholly dependant or not (If not, particulars of employment)	Whether entitled to any other schemes of reimbursement (If so, give details)

This is to certify that:

1. The monthly income of both of my parents, whose names are given above, does not exceed Rs. 3,500/- from all sources.
2. That all the members of my family whose names are given above are residing with me and are wholly dependent on me.

Date:

Signature
Name & Designation



**NATIONAL CENTRE FOR ANTARCTIC & OCEAN
RESEARCH**

DECLARATION

I, Mrs. _____ hereby declare that: -

1. I would like to include my Parents/ Parent-in-law* in my family for the purpose of availing of medical benefits under the NCAOR Medical Benefit Rules.
2. I hereby declare that my Parents/Parents-in-law are residing with me and are wholly dependent upon me.
3. The total income of my Parents/Parents-in-Law from all sources does not exceed Rupees 3500/-

*Strike out whichever is not applicable.

Signature
Name:
Designation
Date



NATIONAL CENTRE FOR ANTARCTIC & OCEAN RESEARCH

PERFORMANCE APPRAISAL RULES

1. OBJECTIVE:

The objective of the Performance Appraisal Reports is as under: -

- a. to evaluate individual achievements;
- b. to determine the 'gaps' in knowledge and skills and/or shortcomings/ failures noticed during evaluation of individual achievements;
- c. to identify employees having special development potential; and
- d. to suggest::
 - i) In cases in which individual achievements are assessed as generally satisfactory; how better performance can be encouraged;
 - ii) in cases in which assessment of individual achievements brings out factors referred to at (b); how 'gaps' in knowledge and skill could be removed and/or shortcomings/failures remedied, including specific suggestions for 'in-house' and specialized training/censure, etc; and
 - iii) in cases of the type referred to in Para ©: what further training/encouragements is considered desirable for full exploitation of the estimated potential.

2. APPRAISAL FORMS:

The forms as indicated below shall be used for writing the Performance Appraisal:

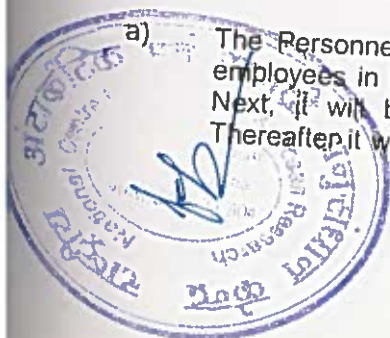
- | | |
|--------------------------------------|---------|
| a) For Officers | Form I |
| b) For employees other than Officers | Form II |

3. PERIODICITY:

The reports in respect of all employees shall be written for a year covering a period of 12 months from 1st April to 31st March.

4. RECORDING & COMPLETION OF APPRAISAL FORMS.

- a) The Personnel Department shall first fill up the relevant particulars of employees in the appraisal forms in the first week of March every year. Next, it will be sent to the employee concerned for self-appraisal. Thereafter it will be forwarded to the respective Reporting Officers in the



last week of March every year. The Reporting Officer after completing the form shall submit the same to the Reviewing Officer before 30th April. The Reviewing Officer after making necessary entries in the form will submit it to the Accepting Authority before 15th May. ***In case of non-submission of self-appraisal by any officer within the stipulated period without valid reasons, the reporting officer, can suo moto initiate action to complete the reporting work and submit to Reviewing Officer.***

- b) An officer shall not fill up an appraisal form of an employee as Reporting Officer/Reviewing Officer unless the employee has worked under his control or supervision for a minimum period of three months during the year under report.
- c) When an employee is frequently transferred and does not complete even 3 months with any Reporting Officer, a certificate to the effect that the Performance Appraisal of such employee has not been written as he did not work with any Officer for at least 3 months will be inserted in his Performance Appraisal dossier under the signatures of his present Reporting Officer. Alternatively, a certificate may be recorded that the employee's appraisal for the previous year may be taken as his appraisal for the current year also and placed in the Performance Appraisal Dossier of the employee.
- d) In respect of personal staff attached to Head Of Departments/ Director, the Reporting Officer and the Reviewing Officer shall be the same.
- e) In case, due to some unavoidable reasons such as sudden death or quitting the organization or remaining on long leave etc, the procedure laid down in these rules cannot be followed, the Reviewing Officer just above him will act as the Reporting Officer and the Officer above him will act as Reviewing Officer.
- f) The procedure laid down in rule 5 (e) shall also be followed in respect of employees, who incidentally happen to be related to the Reporting Officer
- g) The development of an employee is the direct responsibility of the Officer under whom the individual is working. It is, therefore, his paramount duty to counsel the assessee once a quarter, on various inadequacies and ways to overcome them. He should also keep a tag on the progress made by the assessee. The Reporting Officer, as an aid to performance procedure, may keep the personal record of such counsels and responses.
- h) Once the forms are submitted to the concerned officer, the officer who submitted the form cannot take it back.

5. CUSTODIAN OF THE APPRAISAL FORMS:

- a) The appraisal form except the appraisal form of the Custodian and such other appraisal forms as may be specified, shall be kept in lock & key under the strict control of the Custodian to be designated for the purpose by the Director.
- b) The Reviewing Officer shall ensure that the appraisal forms submitted by the Reporting Officer is complete in all respect. Similarly, the Custodian shall also make it sure that the forms received by him from the Reporting and Reviewing Officers are complete.



- c) The forms received by the custodian shall be maintained in chronological order in the CR Dossier in a double punched folded file covers in the format 'Y'. A copy of this format shall be kept on the top of the Dossier as Page no. 1 and shall be updated as and when an appraisal form or any other document is added in the cover. He shall also keep a record of the appraisal forms in a register in format 'X'

6. GENERAL:

- i) The performance report should be written with utmost care, accuracy and to the best knowledge of the Reporting and Reviewing Officers for the simple reasons that based on these reports, contributions and potentials of the employees are evaluated and decisions for their promotions, confirmations, crossing of efficiency bars and granting of other benefits are taken. The matter is of greatest importance for the efficiency and the morale of the employees. Therefore, it is in the interest of both the Society and employees that all concerned recognizes the value of writing performance appraisals.
- ii) Appraisal should be an objective assessment of the capability, performance, personality, strength and weakness of the employee reported upon. Vague and ambiguous remarks should be avoided.
- iii) Tendency to over-rate or under-rate should be guarded against.
- iv) An average report does not debar a person from promotion.
- v) The assessment should be based on sufficient evidence reflected during the period under review. It should be fair and accurate. Personal bias should not operate in assessing an employee.
- vi) The assessment should not be based on a recent incident or two during the assessment period but on his performance throughout the period under review.
- vii) Appraisals with low and below average or outstanding rating must be supported by positive reasons/work done leading to the said rating.
- viii) In case of difference of opinion between the Reporting and Reviewing Officer, the assessment of Accepting Officer will stand.
- ix) Notwithstanding any other instructions, all low, below average and outstanding appraisals shall be submitted to the Director for his perusal.

7. COMMUNICATION OF ADVERSE ENTRIES:

- i) The substance of an adverse remark in the appraisal will be communicated by the Personnel Department to the employee concerned in writing in the proforma specimen enclosed at annexure - I with in 30 days from the date of acceptance of the appraisal. In exceptional cases, if the Accepting Authority feels that communication of adverse remarks will serve no useful purpose and may only discourage the employee concerned, he shall submit the case for orders to the Director for his orders.



- ii) A score of 3 marks or less against quantifiable factors will constitute an adverse remark and will be communicated to the assessee. In regard to factors, which are not quantifiable, the Accepting Officer, whose decision will be final, will decide what constitutes 'adverse remark'. The Accepting Officer will clearly spell out in the Appraisal itself the adverse remarks to be communicated.
- iii) While mentioning any faults/defects, the reporting officer should also given an indication of the efforts he has made, if any, by way of guidance, admonition etc., to get the defects removed and the result of such efforts. Copies of the written communication sent to the employee concerned by the Reporting/Reviewing Officer should be enclosed with the Appraisal Report.

8. REPRESENTATION AGAINST ADVERSE REMARKS:

The employee concerned, if he so desire, may make representation against adverse entries within fifteen days from the date of receipt of such remarks. The Competent Authority, may at its discretion, entertain a representation made beyond the time specified above, if there is satisfactory explanation for the delay. All representations should be couched in a proper language and should contain the grounds of representation. Any undisciplined language used in the representation will be taken serious notice of.

9. APPEAL:

If the employee concerned is not satisfied with the decision of the competent authority on the representation that he made against the adverse entries, he may file an appeal with the Director of the Society within thirty days from the date of communication of such decision to him. The Director after consideration of all facts shall take a decision, which will be communicated to the employee concerned within 30 days. The decision of the Director shall be final.

10. POWERS TO EXPUNGE ADVERSE REMARKS:

The power to expunge the adverse remarks will lie with the Director. If the Competent Authority comes to the conclusion that the adverse remarks were inspired by malice or was entirely incorrect or unfounded, and therefore, deserved expunction, he shall score through the remark, paste it over or obliterate it otherwise, and shall make an entry, with his signature and date stating that he had done so.

- 11. These rules supersede all earlier orders on the subject.



FORM X

**NATIONAL CENTRE FOR ANTARCTIC & OCEAN
RESEARCH**

CONFIDENTIAL DOSSIERS

Name & Designation:
Department where posted

REGISTER

S. No.	C.R for the year	Documents other than CR	Page numbers	Remarks	Initials.
1	2	3	4	5	6



NATIONAL CENTRE FOR ANTARCTIC & OCEAN RESEARCH

INDEX OF CR'S

S. No.	Name & designation	CR for the year	Page of dossier	Documents other than CR	Reporting Officer
1	2	3	4	5	6

Reviewing Officer	Initial	Date of Issue & name to whom issued	Date of receipt with initials	Remarks
7	8	9	10	11



CONFIDENTIAL

Annexure - I

NATIONAL CENTRE FOR ANTARCTIC & OCEAN
RESEARCH

MEMORANDUM

Subject: Communication of Adverse Remarks.

After careful consideration of the Performance Appraisal Report of
Shri/Shrimati/Kumari-----for the year ----- the
following remarks have been approved for communication to her/her.

(Column in Performance Appraisal)

(Extract)

He/She is advised to take note of the above remarks and to be more careful in future to
show improvement in his/her work.

Signature
Name
Designation

Shri/Shrimati/Kumari



NATIONAL CENTRE FOR ANTARCTIC & OCEAN
RESEARCH

PERFORMANCE APPRAISAL FOR OFFICERS

PERIOD FROM -----TO -----

1. Name
2. Designation
3. Since when in this post
4. Present Scale of Pay & Basic Pay
5. Academic & Professional Qualifications
6. Date of Joining NCAOR

7. Self Appraisal by the assessed (Separate sheet be attached if space is insufficient)

- a) What were the targets/tasks/duties Assigned to you to be achieved?
- b) Achievement against assigned targets/tasks/duties
- c) Reasons for shortcomings and your suggestions for overcoming the same.
- d) do you really feel that your time is fully utilized and if not, how much more and what other work of your interest can be assigned to you?
- e) Do you think that you are in the right job? If not, would you suggest an Office/Branch/Section to which you should be assigned to realize better results?
- f) What are the training programmes that you have so far attended? Briefly indicate to what extent you have benefited by these programmes?
- g) Efforts made by you to train person(s) working with you.
- h) What are, according to you the significant contributions You have made to the NCAOR's progress?

Signature of the Officer



8. Comments of Initiating Officer on Self Appraisal recorded in item 7

Signature of the Officer
Name & Designation with date

9. Assessment of the Initiating Officer/Reviewing Officer:

Note: 1. Before filling, see guidelines on the last page.

2. Assessment against factors 9 (i) to 9 (xi) which carry 9 marks each, is to be quantified. Each factor has been defined (see instructions to the Appraiser). Mark each quality out of 9 by awarding specific marks depending upon the performance of the assessee, as follows:

Outstanding – 9; **Very good** – 8; **good** – 7 or 6; Average – 5 or 4; **Adverse** – 3 or 2. DO NOT USE FRACTIONS IN YOUR MARKING.

Initiating Officer

Reviewing Officer

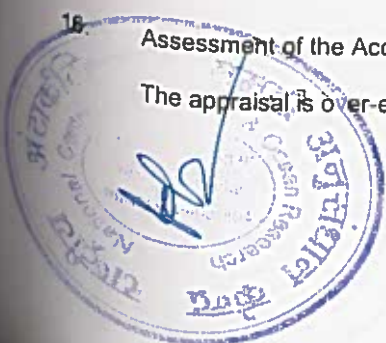
i). Professional Ability		
ii). Administrative Ability		
iii). Work Targets Responsibility		
iv). Quality of Work		
v). Decision Making		
vi). Leadership		
vii). Moral Standards		
viii). Communication Ability		
ix). Inter-personal Relations		
x). Punctuality		
xi). Discipline (State, if any disciplinary action has been taken or is pending)		

TOTAL

10. Dependability/Loyalty		
11. Integrity (Mention, if anything adverse come to notice.		
12. How often has Initiating Officer/ Reviewing Officer met the assessee.		
13. Mention areas where assessee can do better		
14. Would the Initiating Officer like to retain him/her or suggest a change in the present scale or on promotion?		
15. Specify adverse remarks, if any, to be communicated to the assessee.		

16. Assessment of the Accepting Officer:

The appraisal is over-estimated/liberal/justified/strict/under-estimated.



8. Comments of Initiating Officer on Self Appraisal recorded in item 7

Signature of the Officer
Name & Designation with date

9. Assessment of the Initiating Officer/Reviewing Officer:

Note: 1. Before filling, see guidelines on the last page.

2. Assessment against factors 9 (i) to 9 (xi) which carry 9 marks each, is to be quantified. Each factor has been defined (see instructions to the Appraiser). Mark each quality out of 9 by awarding specific marks depending upon the performance of the assessee, as follows:

Outstanding – 9; **Very good** – 8; **good** - 7 or 6; Average – 5 or 4; **Adverse** – 3 or 2. DO NOT USE FRACTIONS IN YOUR MARKING.

Initiating Officer

Reviewing Officer

i). Professional Ability		
ii). Administrative Ability		
iii). Work Targets Responsibility		
iv). Quality of Work		
v). Decision Making		
vi). Leadership		
vii). Moral Standards		
viii). Communication Ability		
ix). Inter-personal Relations		
x). Punctuality		
xi). Discipline (State, if any disciplinary action has been taken or is pending)		

TOTAL

10. Dependability/Loyalty		
11. Integrity (Mention, if anything adverse come to notice.		
12. How often has Initiating Officer/ Reviewing Officer met the assessee.		
13. Mention areas where assessee can do better		
14. Would the Initiating Officer like to retain him/her or suggest a change in the present scale or on promotion?		
15. Specify adverse remarks, if any, to be communicated to the assessee.		

16. Assessment of the Accepting Officer:

The appraisal is over-estimated/liberal/justified/strict/under-estimated.



The adverse remarks recorded by the initiating Officer/Reviewing Officer should be communicated.

Date.

Signature
Name
Designation

Adverse remarks have been communicated by me vide Memo No. ----- Dated-----

Date:

Signature
Name
Designation

RATING	SCORE
Outstanding	90-99
Very good	80-89
Good	60-79
Average	40-59
Adverse	Below 40



INSTRUCTIONS TO THE APPRAISER

1. The Initiating officer may discuss the Self Appraisal with the concerned Officer, before recording the comments.
2. Before recording the assessment, the factor definition should be read carefully.
3. The factors in items 9 to 11 are to be assessed. Of these, assessment of the factors in item 9(i) to 9(xi) is to be quantified and the score for each factor be indicated by awarding specific marks depending upon the performance of the assessee. For facility of assessment, ingredients of factors in item 9 (i-xi), 10 and 11 are given in the Appendix – I. The Appraiser may keep these ingredients in mind while assessing these factors.
4. Performance/evaluation should be based on how well the employee has achieved the results expected during the period under assessment. Each factor should be assessed independently, uninfluenced by the rating of the other factor(s).
5. Tendency to over-rate or under-rate should be guarded against. This is unfair both to the employee reported upon as well as to his colleagues.
6. The assessment should be based on sufficient evidence reflected during the period under review. It should be fair and accurate. Personal bias should not operate in assessing an employee.
7. The assessment of an employee should not be based on a recent incident or two during the assessment period but on his performance through out the period under review.
8. If the evaluation of an employee on a particular factor is considered to be 9 or 3 or less, the evaluation should be justified by citing specific supportive evidence in the relevant column.
9. Where the Accepting Officer does not agree with the assessment of the Initiating Officer or the Reviewing Officer, he should record his own assessment against each factor.
10. Adverse remarks must be clearly distinguished from suggestion. " His relations with subordinates need improvement" is a suggestion while " his relations with subordinates are bad" or "he treats his subordinates badly or rudely" is an adverse remark. Suggestions should be given at the time of discussions of self-appraisal and recorded in item 8, while adverse remarks should be indicated in item 15.



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INGREDIENTS OF FACTORS

9 (i). PROFESSIONAL ABILITY:

- a) Does he have adequate professional knowledge and does he updates it?
- i) Does he have adequate professional knowledge in related areas?
- ii) Is he effective in applying professional knowledge?
- iii) Do others see him as a resource man?
- iv) Is quick to recognize opportunities, think originally and initiate new ideas?

9 (ii) ADMINISTRATIVE ABILITY:

- a) Does he understand objectives and develop realistic and workable plan of action in relation to tasks assigned?
- b) Does he distribute and assign work properly?
- c) Does he direct and co-ordinate efforts effectively?
- d) Does he initiate corrective action, whenever necessary and develop new procedures and systems to met requirements of optimization?

9 (iii) WORK TARGET RESPONSIBILITY:

- a) Is he willing to assume responsibility?
- b) Does he display vigour in carrying through to completion?
- c) Has he produced results commensurate with the manpower and other resources keeping the constraints in view?
- d) Has he completed assigned tasks in expected time?

9 (iv) QUALITY OF WORK:

- a) Has his work shown accuracy and clarity?
- b) Has his work been systematic?
- c) Has his work shown constructive imagination, initiative and innovative approach?

9 (v). DECISION MAKING?

- a) Is he able to grasp problems?
- b) Does he think out and critically examine alternative course of action in the light of relevant facts?
- c) Does he take timely and sound decisions?
- d) Does he take decisions willingly at his level or does he pass on the buck?
- e) Does he display foresight?

9 (vi). LEADERSHIP:

- a) Is he sensitive to the needs and problems of others including their needs to develop?
- b) Is he receptive to their ideas and suggestions?
- c) Is he considerate and fair?
- d) Is he accepted by the group?
- e) Has he provided professional guidance willing and developed his subordinates professionally?

- f) Has he motivated his subordinates to produce desired results?

g(vii) MORAL STANDARDS:

- a) Is he principled?
- b) Does he keep the interest of the Organization above his own?
- c) Does he have the courage of conviction?

g (viii) COMMUNICATION ABILITY:

- a) Does he receive and give instructions accurately?
- b) Does he present issues unambiguously and lucidly in writing?
- c) Does he keep his juniors, seniors and associates well informed about work matters?

g (ix). INTER-PERSONAL RELATIONS:

- a) Does he adjust to new or changing situation and cooperate well with colleagues and seniors?
- b) Is he accepted and does he make due contribution as a member of the group?
- c) Does he get along well with outside people and organization?
- d) Does he use problem-solving skills to settle difference with others, consistent with organizational objectives?

9. (x) PUNCTUALITY:

- a) Does he reach his office/work place in time?
- b) Does he normally reach his office/work place before time?
- c) Does he insist on his subordinates coming in time or does he allow laxity?
- d) Does he keep his appointments? Is he in time for meetings, conferences etc?

9.(xi) DISCIPLINE

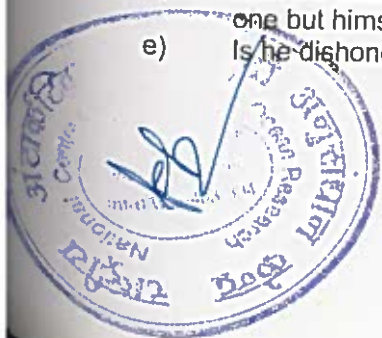
- a) Is he disciplined himself i.e. unquestioned compliance with authority and obedient?
- b) Has he instilled a sense of discipline in his subordinates?
- c) Is he involved in any inquiry or fray?
- d) Has any disciplinary action been initiated or pending against him?

10. DEPENDABILITY/LOYALTY:

- a) Does he speak well of the Organization?
- b) Is he faithful to you?
- c) Is he faithful to the man working under him?
- d) Is he faithful to others working in the Organization?

11. INTEGRITY:

- a) Is he exceptionally honest and above board?
- b) Is he honest and dependable?
- c) Is he generally honest and fair in his dealings?
- d) Has he tendency to be occasionally dishonest - his behavior harms no one but himself?
- e) Is he dishonest and has a bad influence on other?



FORM - II (CONFIDENTIAL)

NATIONAL CENTRE FOR ANTARCTIC & OCEAN
RESEARCH

PERFORMANCE APPRAISAL EMPLOYEES

PERFORMANCE APPRAISAL FOR THE PERIOD FROM -----TO -----

NOTE:

- a). Before filling up the form, please see the guidelines printed on this form.
 - b). Assessment against factors 8(i) to 8 (vii) which carry 9 marks each, is to be quantified. Each factor has been defined (see instruction to the Appraiser). Mark each quality out of 9 marks by awarding specific marks depending upon the performance of the assessee, as follows: Outstanding -9; **Very good** 8; good 7 or 6; Average 5 or 4; **Adverse** 3 or 2.
 - c). DO NOT USE FRACTIONS IN YOUR MARKING.
1. Name
 2. Designation and since how long in this posts
 3. Office/Branch where posted
 4. Present scale of pay/Basic pay (from)
 5. Academic and professional qualifications
 6. Date of Joining NCAOR

TO BE FILLED INBY THE INITIATING OFFICER

7. Describe briefly the nature of work, which the employee has been engaged on during the period under review.

Signature
Name
Designation

8. Assessment of the Initiating /Reviewing Officers.

	Initiating Officer	Reviewing Officer
i). Job ability		
ii). Work responsibility		
iii). Work - output		
iv). Quality of work		
v). Inter-personal relations		
vi) Punctuality		
vii) Discipline (State, if any, disciplinary action has been taken or is pending)		

TOTAL



9. Dependability/Loyalty		
10. Integrity (Mention if anything adverse has come to notice)		
11. Mention areas where assessee can do better		
12. Specify adverse remarks, if any, to be communicated to the individual.		

Signature
Name
Designation

Signature
Name
Designation

12. Assessment of the Accepting Officer.

The appraisal is over-estimated/liberal/justified/strict/under-estimated.

The adverse remarks recorded by the Initiating Officer/Reviewing Officer should be communicated.

Signature
Name
Designation

Adverse remarks have been communicated by me vide Memo. No. _____ Dated-----

Signature
Name
Designation
(Initiating Officer)

RATING	SCORE
Outstanding	54 - 63
Very good	48 - 53
Good	38 - 47
Average	26 - 37
Adverse	12 - 25
	7 - 11



INSTRUCTIONS TO THE APPRAISER

Before recording the assessment, the factor definitions should be read carefully.

- a) The factors in items 8 to 10 are to be assessed. Of these, assessment of the factors in items 8 (i) to 8 (vii) is to be quantified and the score for each factor be indicated by awarding specific marks depending upon the performance of the assessee. For facility of assessment, ingredients of factors in items 8 (i to vii) , 9 and 10 are given in Appendix.
- b) Performance evaluation should be based on how well the employee has achieved the results expected during the period under assessment. Each factor should be assessed independently, uninfluenced by the rating of other factors (s).
- c) Tendency to over-rate/under-rate should be guarded against. This is unfair both to the employee reported upon as well as his colleagues.
- d) The assessment should be based on sufficient evidence reflected during the period under review. It should be fair and accurate. Personal bias should not operate in assessing an employee.
- e) The assessment of an employee should not be based on a recent incident or two during the assessment period but on his performance thought-out the period under review.
- f) If the evaluation of an employee on a particular factor is considered to be '9' or '3' or less, the evaluation should be justified by citing specific supportive evidence in the relevant column.
- g) Where Accepting Officer does not agree with the assessment of the Initiating Officer/Reviewing Officer, he should record his own assessment against each factor.
- h) Adverse remarks must be clearly distinguished from suggestion. "His relations with subordinates need improvement" is a suggestion, while " his relations with subordinates are bad" or "he treats his subordinates badly or rudely": is an adverse remark.



APPENDIX

INGREDIENTS OF FACTORS

8 (i). JOB ABILITY:

- a. Does he have the required knowledge and skill?
- b. Does he make an effort to improve his knowledge & skill?
- c. Is he effective in applying knowledge & skills to carryout his duties?

8 (ii) WORK RESPONSIBILITY:

- a. Is he regular and punctual and uses his time purposefully?
- b. Is he disciplined? Does he follow rules of conduct and is he obedient to authority?
- c. Does he cooperate with seniors and colleagues?
- d. Does he take interest, work hard and carry out his duties willingly and responsibly?

8 (iii) WORK-OUTPUT:

- a. Has he completed his work on time?
- b. Has he been consistently high in his output?

8 (iv) QUALITY OF WORK:

- a. Has his work been accurate and neat?
- b. Has his work been thorough and systematic?
- c. Has he been consistent in turning out quality work?

8 (v) INTER-PERSONAL RELATIONS:

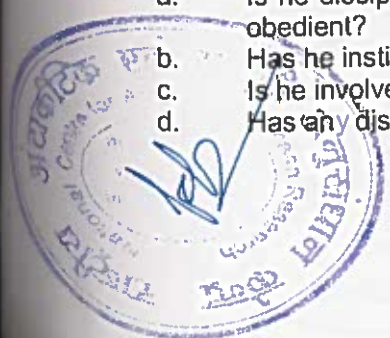
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- b. Is he accepted and does he make due contribution as a member of the group?
- c. Does he use problem-solving skills to settle differences with others, consistent with organizational objectives?
- d. Does he get along well with outside people and organization?

8 (vi). PUNCTUALITY

- a. Does he reach his Office/Work place in time?
- b. Does he normally reach his Office/Workplace before time?
- c. Does he insist on his subordinates coming in time or does he allow laxity/
- d. Does he keep his appointment? Is he in time for meetings, conferences etc.

8 (vii) DISCIPLINE:

- a. Is he disciplined himself i.e. unquestioned compliance with authority and obedient?
- b. Has he instilled a sense of discipline in his subordinates?
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NATIONAL CENTRE FOR ANTARCTIC & OCEAN RESEARCH

JOINING TIME RULES

1. APPLICATION:

- i) Except otherwise provided, these rules shall apply to all persons appointed against regular posts under the Society, and full time stipendiary trainees.
- ii) The rules shall not apply to:
 - a) Casual daily wages employees and apprentices under the Apprentices Act, 1961.
 - b) Such employees on consolidated salary who have not completed one year of continuous service
 - c) Joining time shall not be admissible during temporary transfer but only actual transit time as on tour, will be admissible

2. AMOUNT OF JOINING TIME ADMISSIBLE:

1. Joining time of one day shall be admissible on transfer to join a new post with in the same station, which does not involve change of residence.
2. If an employee is transferred to another station, one day is admissible if change of residence is not involved.
3. If change of residence is involved, the joining time shall be admissible with reference to the distance between the old and the new stations by direct route and ordinary mode(s) of travel, as follows:

Distance between old and new Headquarters	Joining time admissible
1000 Km or less	10 days
More than 1000 Km and up to 2000 Km	12 days
More than 2000 km	15 day

In case of travel by air, the maximum joining time admissible shall be 12 days.

4. Distance shall be calculated on actual basis and not on the weighted one for which fare is charged by Railways in some sections.
5. When holiday(s) follows(s) joining time, the normal joining time shall be deemed to have been extended to cover such holiday(s)
6. Calculation of joining time shall be only from the old Head quarters.



3. **UNAVAILED JOINING TIME TO BE CREDITED TO EARNED LEAVE:**

- a. If an employee is ordered to join the new post at a new place of posting without availing full joining time to which he is entitled or he proceeds alone to the new place and joins without availing full joining time and takes his family later within the permissible period for claiming transfer TA, the unavailed period (full joining time limited to a maximum of 10 or 12 or 15 days, as the case may be, minus availed joining time) shall be credited to his earned leave account. If the addition results in the total EL at credit exceeding 300 days, the excess will be ignored.
- b. This concession shall, however, not be admissible if the transfer is within the same station.
- c. The unavailed joining time shall be credited to the earned leave account of employees in terms of leave Rule. Please see Rule (9) (vii) (a) to (c) of the Leave Rules.

4. COMBINATION OF JOINING TIME WITH LEAVE:

Joining time may be combined with leave of any kind or duration except casual leave.

5. JOINING TIME PAY:

Joining time shall be regarded as duty and pay equal to the pay drawn before relinquishment of charge in the old post is admissible during joining time. In addition, Dearness Allowance appropriate to the pay, and House Rent Allowance and compensatory City Allowance as applicable to the old headquarters, shall also be admissible. Conveyance allowance, if any, admissible to the employee shall, however, not be admissible during joining time.

6. JOINING TIME TO BE COUNTED FOR INCREMENT:

Joining time will count for the purpose of granting increment in the basic pay.

7. TRANSFER AT OWN REQUEST:

In cases of transfer at employees own request, no joining time is admissible. Regular leave can be availed of to cover the period from the date of relinquishing charge of the old post to the date of assumption of charge of the new post. If holidays intervene between the date of relief at the old station and joining at the new station, the intervening holidays may be availed, as 'holidays' and the employee need not take any leave for such period.

8. These rules supersede all earlier orders on the subject.



NATIONAL CENTRE FOR ANTARCTIC & OCEAN RESEARCH

LOCAL CONVEYANCE RULES

1. ELIGIBILITY:

These Rules shall apply to all employees of the Society including those under Contract/Agreement to the extent not otherwise specified in the Contract/agreement and will govern all local travels within the State Of Goa performed on Society's duty.

Local conveyance will be allowed by the Director, depending upon the exigency.



NATIONAL CENTRE FOR ANTARCTIC & OCEAN RESEARCH

LOCAL CONVEYANCE BILL

1. Name of Employee:
2. Designation:
3. Basic Pay:

PARTICULARS OF LOCAL JOURNEY:

Date	From	To	Mode of Conveyance	Amount	Remarks
------	------	----	--------------------	--------	---------

PURPOSE OF JOURNEY:

(Signature)

Recommended. It is certified that official vehicle was not available.

(Signature)
Section In charge

Approved.

(Signature)
Sanctioning Authority



NATIONAL CENTRE FOR ANTARCTIC & OCEAN RESEARCH

STAFF CAR RULES

1. CONTROL OF STAFF CARS:

- i) Subject to overall control of the Director and orders passed by him from time to time, the management of the staff cars will be the responsibility of an Officer not below the rank of Administrative Officer, who will act as Controlling Officer in respect of staff cars of the Society.
- ii) The Controlling Officer shall be responsible for the proper use, care and maintenance of the staff cars and for regulating their journeys generally in accordance with these rules.

2. RESPONSIBILITIES OF CONTROLLING OFFICER:

- i) All entries will be made in the Logbook in ink. The Controlling Officer shall ensure that the logbook is completed on daily basis and Driver gets the signatures of the Officers concerned in the Log book as soon as the duty is over;
- ii) A record of repairs and replacements of spare parts indicating the cost and the dates on which carried out;
- iii) A register showing cost of petrol etc. consumed and all other incidental receipts and expenditure. The Controlling Officer shall record the following certificate on the bills in support of the expenditure incurred on account of consumption of petrol etc "Certified that the quantity of petrol purchased has been entered in the Log Book of the respective Staff Car."
- iv) An inventory of the equipment.
- v) He will check the inventory of equipment every month and arrange to recover any loss arising out of negligence or fault from the persons concerned. He will also have the vehicles tested every six months for fitness for journeys and place a report on record.
- vi) He will report every six months to his next Senior Officer the expenditure incurred on the maintenance of cars.
- vii) He shall send a monthly statement to the Accounts Branch indicating the recoveries to be made from the employees concerned for use of staff cars for private journeys.
- viii) On transfer from his post, he will hand over the vehicles to his successor, complete with all spare wheels, tyres, tools etc and mention the fact in his charge report.



3. MAINTENANCE OF LOG BOOK:

- i) Officers using Staff Cars shall note in the Log Book in their own hand writing, the kilometer-age at the start and at the completion of their trips after verifying the meter and give sufficient particulars to indicate the journeys are on official business.
- ii) In the case of the Director, entries in the Logbook may be made and signed by his personal Staff in consultation with him.
- iii) The logbook in respect of each staff car shall be closed at the end of the month and a summary recorded in the Log Book showing details of petrol consumed and performance of the vehicle per litre etc.
- iv) Log books will be preserved for a period of three years reckoned from the date of the last entry made therein or one year after its examination in internal audit, whichever is earlier. However, no Log Book becoming due for destruction after the stipulated period shall be destroyed until the settlement of all audit objections relating to any entry.
- v) An officer of the Society who accompanies an official guest in the car should sign entries in the logbook in respect of journeys performed by dignitaries and guests.
- vi) Logbooks shall be retained until disposal of the vehicle concerned.

4. USE OF STAFF CARS FOR OFFICIAL PURPOSES:

The journeys will be treated as official, when they are performed:

- i) To take officers to places where official meetings are held or where official work has to be carried out and to bring them back.
- ii) To take officers to official receptions etc where they are required to be present in connection with their official duties;
- iii) Journeys performed by non-officials who are asked to attend an official meeting in Society's interest and who, after the meeting is over have to be dropped at their respective places of business/residence.
- iv) To pick up officers from their residence or to drop them on occasions when they are required to attend a meeting held in a building other than their normal working hours and particularly on holidays;
- v) To drop staff working beyond office hours for more than two hours, if they are not entitled to receive overtime allowance.
- vi) To receive Members of Governing Council and guest's invited by the Society and to leave them at their places of business, residence or the railway station or airport or for journeys within the municipal limits of Goa.



- vii) Journeys performed in cases of emergency when any member of the staff is suddenly taken ill or on meeting with an accident, is removed from his office either to hospital or his residence. The Controlling Officer shall sign or countersign such entry in the logbook.
- viii) The use of vehicles for an outside person, party or organization in the interest of the Society's work or as a gesture of hospitality shall be permissible and be deemed as Official for the purpose of these rules provided prior permission of the Director has been obtained.
- ix) Staff cars may be used by members belonging to non-executive cadres also for bona-fide official purposes, with the prior approval of the Controlling officer.
- x) Staff cars shall not be used for official journeys outside headquarters for which TA is admissible except on the written sanction of the Competent Authority.
- xi) Where the Competent Authority himself takes the staff car outside headquarters for official journey; for which TA is admissible, a note signed by him to this effect shall be placed on record.
- xii) For all official journeys, staff cars will be made available against a requisition sent sufficiently in advance to the Personnel Department. To put the cars to the optimum use, the journeys of the Officers may be

combined as far as possible and cars will not be allowed to be detained by an Officer for more than half an hour at a time.

6. SERVICE AND REPAIRS:

- i) The staff cars should be got serviced as per requirement of the model of the Car. The fact that the vehicle has been serviced should be noted in the logbook.
- ii) As soon as any defect in the engine of the car or otherwise is detected, the Driver should immediately report the matter in writing to the Controlling Officer.
- iii) The car should be repaired through an approved garage and the fact entered in the Register of "Repairs & Replacements" before passing the bill for repairs.
- iv) The Drivers shall certify on the bill that the repairs have been carried out satisfactorily and that he had checked the same.

7. REPLACEMENT OF TYRES & TUBES:

While no rigid rules can be framed in the matter of replacement of tyres, tubes, batteries etc. of vehicles, the following guidelines are prescribed in this regard:

- | | |
|---|------------------|
| a. Jeep | After 45000 kms |
| b. Light vehicles of 18 HP engine or less | After 40000 kms. |
| c. Other vehicles of more than 18 HP | After 35000 kms. |
| d. Three wheeler Scooter | After 30000 kms. |



e. Two Wheeler Scooter

After 25000 kms.

8. BATTERY:

The battery of a staff car may be replaced after 30 months.

9. DISPOSAL OF UNSERVICEABLE VEHICLES:

i) Vehicles, which have run more than the distance mentioned against each, may be considered as unserviceable. Such vehicles can be disposed of after following a proper procedure; *to be determined by the Director on the basis of various guidelines on the subject.*

- | | | |
|----|--|--|
| a. | Jeep | After 1,50,000 kms. |
| b. | Ambassador/Maruti & other light vehicles | After 1,00,000 kms |
| c. | Three wheelers | |
| d. | Motor Cycles/Scooters | After 75,000 kms.
After 50,000 kms. |

ii) Whether a vehicle is unserviceable or not shall be decided by a committee to be constituted by the Competent Authority. This committee, which shall have a technical expert, shall also recommend the minimum price on which the vehicle can be sold.

10. GENERAL:

- Duty journeys shall have preference over non-duty journeys.
- Drawl of petrol or engine oil should be with the approval of the Controlling Officer.
- No employee shall drive any staff car.
- In the event of an accident, a report by telephone should be immediately made to the Controlling Officer and an account of the accident sent later in writing.

11. These rules supersede all earlier orders on the subject.



NATIONAL CENTRE FOR ANTARCTIC & OCEAN RESEARCH

RULES FOR SUPPLY OF UNIFORM

1. ELIGIBILITY:

- i) These rules shall apply to the following category of employees:
 - a. Staff Car Drivers
 - b. Daftries
 - c. Peons
 - d. Chowkidars
 - e. Sweepers
- ii) These rules shall not apply to persons employed on casual or contract basis and to those who are appointed on daily wages/ consolidated salary.
- iii) The uniform shall not be supplied to an employee during the first six months of joining the service.

2. QUANTITY/QUALITY:

The quantity and quality of the uniform to be supplied will be decided by the Director keeping into account various instructions of the Govt. of India issued from time to time.

RAIN WARES

Water proof coats/Umbrellas one in two years.
Crash helmets to dispatch riders to be replaced after normal wear and tear.

4. STITCHING CHARGES:

The Society will arrange at its cost the stitching of uniform.



5. **WASHING ALLOWANCE:**

The employees entitled to uniform shall be paid washing allowance @ Rs. 50/- p.m. or such amount as may be decided by the Director from time to time.

6. **GENERAL:**

- a. Supply of uniform is subject to the condition that it cannot be claimed as of right and do not become personal property of the employee.
- b. The employees shall wear neat and clean uniform while on duty.
- c. Non-wearing of uniform on duty will amount to misconduct.
- d. Employees shall be responsible for keeping the uniform in order and to save them from early wear and tear.
- e. Employees should keep shoes properly polished and shined.
- f. In case of theft or fire in the house of the employee, which is not due to his own negligence, fresh uniform may be supplied.



NATIONAL CENTRE FOR ANTARCTIC & OCEAN RESEARCH

DELEGATION OF POWERS TO THE DIRECTOR

1. The Director shall act as the Chief Executive Officer of Society and shall be responsible for the general conduct, supervision and management of day-to-day work of the Society and exercise control over its activities/administration subject to over all superintendence, direction and control of the Governing Council/Chairman.
2. He shall advise the Governing Council and other committees of the Council in framing policies and programmes of the Society and implementing them after their approval by the Council.
3. Shall exercise control and supervision on the administration of the Society and to conduct its affairs in conformity with the aims and objects as set forth in the Memorandum of Association and the decisions of the Governing Council and other Committees of the Society. He shall initiate and carry on activities of the Society and take such steps as may be necessary for carrying out its day-to-day functioning.
4. ***Director shall convene meetings of the Governing Council as per direction of the Chairman, GC. Further he shall convene meeting of committees/sub-committees, as per directions from respective Chairman of Committee/Sub-committee***
5. Shall maintain separate and proper minute books for the proceedings of the meetings of the Governing Council, and other committees or sub-committees of the Society. He shall also keep record of attendance of the participants in such meetings.
6. Ensure proper maintenance of accounts of the Society.
7. Receive all moneys and securities on behalf of the Society and to arrange for safe custody of cash, records, properties and other securities of the Society.
8. Institute, conduct, defend compound or abandon any legal proceedings by or against the Society, Governing Council or its employees or otherwise concerning the affairs of the Society and also to compound and allow time for payment of any claim or demand by or against the Society.
9. To receive grants and contributions and have custody of the funds of the Society.
10. To prepare the budget of the society for each year and get it approved from the Governing Council.
11. To incur expenditure with in the approved budget estimates.



12. To incur contingent expenditure not exceeding Rs. 25,000/- at a time that is not provided in the approved budget subject to over all limit of Rs. 5,00,000/- per annum. Beyond this upto Rs.25,00,000/- with the prior approval of Chairman, FC and upto Rs.,1.00 crore with the prior approval of Chairman, GC/FC.
13. Prescribe, sponsor and conduct courses of study, training, seminar and research in furtherance of its objectives, on its own or thorough outside body.
14. Subject to such general or specific orders of the Governing Council and/or one of its committees:
 - a) To takeover, acquire by purchase, gifts, exchange, lease or hire or otherwise from Central Government, the State Governments and other public or private bodies or individuals, institutions, libraries, laboratories, museums, immovable properties, endowments or other funds together with any attendant obligations and engagements not inconsistent with the objects of the Society provided that for any such activity involving a foreign and /or international agency or organization, prior approval of the Central Government shall be obtained.
 - b) Enter into arrangements with Central Government and with the State Governments and other public or private organizations or individuals, within the country for securing and accepting grants-in-aid, endowments, donations or gifts to the Society on mutually agreed terms & conditions provided that such terms and conditions, if any, shall not be contrary to or inconsistent with or in conflict with the objects of the Society provided that for any such arrangements with foreign and/or international agencies or organizations, prior approval of the Central Government shall be obtained.
15. To sign all deposit receipts and operate on the accounts of Society with the Banks.
16. To be the officer of the Society, to sue or to be sued on behalf of the Society and to sign/execute bonds, agreements/ other documents for and on behalf of the Society.
17. To determine duties and responsibilities of the employees of the Society for ensuring proper conduct of its day-to-day business.
18. Subject to the provisions of the Memorandum of Association, decisions of the Governing Council and such other rules framed from time to time, the Director shall create posts, appoint, suspend and take appropriate punitive action against the employees of the Society and to grant them leave, normal increments and other perquisites.
19. He may delegate all or any of the powers, authorities and discretions vested in him, to an employee or employees of the Society subject to ultimate control, responsibility and authority being retained by him.



NATIONAL CENTRE FOR ANTARCTIC & OCEAN RESEARCH

GRATUITY SCHEME

1. EXTENT OF APPLICATION

Gratuity shall be granted for good, efficient and faithful service to the whole time employees of the Society excluding the following categories of employees:

- i) Casual, daily-rated, contract employees, re-employed persons, Apprentices and trainees.

2. CONDITIONS FOR GRANT OF GRATUITY

- i) Subject to the conditions mentioned in Rule 2, gratuity shall be paid to the employees of the Society for good, efficient and faithful service and shall be admissible in the following circumstances:

- a) Discharge on abolition of the post;
- b) Permanent incapacity due to bodily or mental infirmity;
- c) Superannuation;
- d) On the death of an employee while in service of the Society
- e) On resignation from service;
- f) Except in the case of death, Gratuity will be admissible only after five years of qualifying service.

- ii) Gratuity shall be wholly forfeited in case of termination of service of an employee (a) for riotous or disorderly conduct or any other act of violence on his part or (b) for any act which constitutes an offence involving moral turpitude provided such offence is committed by him in the course of his employment.

- iii) In case of termination of service for any act, willful omission or negligence by the employee causing any damage or loss to or destruction of property belonging to the Society, gratuity shall be forfeited to the extent of the damage or loss so caused.

3. RATE OF GRATUITY PAYABLE EXCEPT IN CASE OF DEATH:

Gratuity will be paid at the rate of 15 days emoluments for each completed year of qualifying service subject to maximum of Rs. 3.5 lakhs. Gratuity will be calculated by taking a month of 26 days.

4. RATE OF GRATUITY PAYABLE IN CASE OF DEATH:

In case of death, the amount of gratuity will be calculated under rule 6 or as mentioned below, whichever is more:

- a) Death during the first year of qualifying service 2 months emoluments



- | | | |
|----|---|--|
| b) | Death after one year but before 5 years of qualifying service | 6 months emoluments |
| c) | Death after 5 years but before 20 years of qualifying service | 12 months emoluments |
| d) | Death after 20 years of qualifying service | 15 days emoluments for every completed year of service subject to 35 months emoluments |

5. NOMINATION:

All employees shall make a nomination in Form A, which shall confer on one or more persons of his family, the right to receive gratuity in the event of his death. In case of an employee having no family, the nomination may be made in favour of a person(s) or body of persons corporate or incorporate.

If, after having made a nomination in favour of a person who is not a member of the employee's family, the employee acquires a family, the nomination so made earlier, will automatically lapse. The employee concerned shall have to make a fresh nomination.

An employee may, at any time, revoke or change the nomination made by him and make a fresh nomination, which shall be effective from the date it is filed with the Company.

6. APPLICATION FOR PAYMENT:

An application for the payment of gratuity shall be submitted in Form B within 30 days from the date gratuity becomes payable to an employee. Such applications shall be submitted to the Personnel Department. However, if the date of superannuation of an employee is known, the employee may submit the application three months before such date.

A nominee of an employee who is eligible for payment of gratuity shall apply for it within 30 days from the date the gratuity becomes payable. Such application on plain paper with relevant details/particulars may be accepted.

7. These rules supersede all previous orders on the subject.



NATIONAL CENTRE FOR ANTARCTIC & OCEAN RESEARCH

NOMINATION

To,

Sir,

I, _____ employed as _____ hereby nominate the person(s) mentioned below to receive the gratuity payable after my death. The amount of gratuity shall be paid in proportion indicate against the name (s) of the nominee.

2. I hereby certify that the person(s) mentioned is/are member (s) of my family within the meaning of rule 4(vi) of the scheme.
3. I hereby declare that I have no family within the meaning of Rule 4(vi).
4. Nomination made herein invalidates my previous nomination.

NOMINEE (S)

S. No.	Name in full with complete Address of nominee (s)	Relationship with the employee	Age	Proportion by which gratuity will be shared
1.				
2.				
3.				
4 and so on				

Note: The employee should draw lines across the blank space below his entry to prevent insertion of any names after he has signed.

Delete whatever is not applicable.

Place
Date

Signature of employee

Witness:

S. No.	Name	Address	Signatures
--------	------	---------	------------

1.

2.



NATIONAL CENTRE FOR ANTARCTIC & OCEAN RESEARCH

APPLICATION FOR PAYMENT OF GRATUITY

To:

Sir,

I hereby apply for payment of gratuity to which I am entitled under the Gratuity Scheme of the Society. Necessary particulars are furnished below:

- 1 Name in Full
- 2 Address in Full
3. Department where last employed
4. Post held
- 5 Date of appointment
5. Date & reason for quitting service
6. Total period of service
7. Basic Pay, personal pay, special pay last drawn
8. Amount claimed

Yours faithfully

Place
DateSignature & name of
Applicant.

Note: Strike out the words or paragraphs not applicable.



NATIONAL CENTRE FOR ANTARCTIC & OCEAN RESEARCH

FESTIVAL ADVANCE RULES

1. EXTENT OF APPLICATION:

These rules are applicable to all regular employees of the Society. The following categories of employees shall not be entitled to the Festival Advance:

- a) Persons on daily wages
- b) Persons paid from contingencies
- c) Temporary staff that is not likely to continue in service at least for one year beyond the month of drawing the advance.
- d) Employees under suspension.
- e) Employees on Half Pay Leave or Extra-Ordinary Leave at the time of payment of advance
- f) Officers in the scale of pay of Rs. 6500-10500 and above

2. SANCTIONING AUTHORITY:

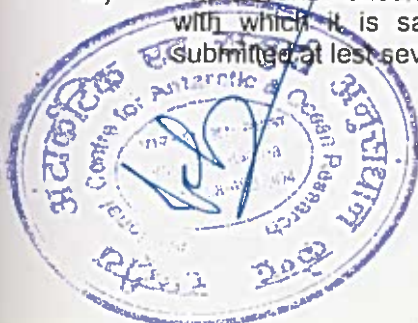
The Director or any other Officer authorized by him in this regard shall be the competent authority to sanction the Festival Advance.

3. ENTITLEMENT:

- i) An employee of the Society may be given an advance not exceeding Rs. 2500/- once in a financial year.
- ii) Only such employees whose basic pay is Rs. 9000/- p.m. or below are entitled to draw this advance. However, Officers will not be entitled to draw the festival advance even if their basic pay is Rs. 9000/- or below.

4. CONDITIONS:

- i) The festival advance is admissible only once in a financial year even if the festival falls twice in the same year.
- ii) A second advance shall not be sectioned until the earlier advance sanctioned for the purpose has been recovered in full.
- iii) The advance shall be interest free.
- iv) The advance should be drawn and paid before the festival in connection with which it is sanctioned. An application for advance should be submitted at least seven days before the festival.



5. **PURPOSE OF ADVANCE:**

The advance may be sanctioned to the eligible employees for any one of the following festivals:

- i) Diwali
- ii) Dussehra
- iii) Independence Day
- iv) Republic Day
- v) Christmas
- vi) Id/ul/fitr
- vii) Durga Pooja
- viii) Guru Nanak Birthday
- ix) Raksha Bandhan
- x) Janmashtmi
- xi) Id-ul-Zuha
- xii) Holi
- xiii) Pongal
- xiv) Ganesh Chaturthi
- xv) Mahavir Jayanti
- xvi) Any other festival decided by the Director.

6. **RECOVERY:**

- i) The advance shall be recovered in not more than 10 (Ten) monthly installments.
- ii) The recovery should commence with the release of pay for the month following that in which advance is drawn.
- iii) The account of festival advance should be properly maintained and recovery watched.

7. These rules supersede all earlier orders on the subject.



NATIONAL CENTRE FOR ANTARCTIC & OCEAN RESEARCH

CONVEYANCE/COMPUTER ADVANCE RULES

1. EXTENT OF APPLICATION:

- i) These rules are applicable to all regular employees of the Society. The following categories of employees shall not be entitled to the Conveyance Advance:
 - b. Persons on daily wages.
 - c. Persons paid from contingencies
 - d. Employees who are due to attain the age of superannuation within two years from the date of application.

NOTE:

- i) A regular employee is an employee who has been appointed on regular basis and who has successfully completed the probationary period/extended probationary period, if any.
- ii) Employees on deemed deputation will be eligible for the advance only after their absorption in the society.

2. SANCTIONING AUTHORITY:

The Director or any other Officer authorized by him in this regard shall be the competent authority to sanction the Festival Advance.

3. ENTITLEMENT:

The Amount of advance, the employee's entitlement to draw loan and the period of recovery shall be as under:

S. No.	Category of Vehicle	Entitlement (Basic Pay)	Amount of advance	Period of recovery
1.	Motor Car/	Employees drawing Rs. 10,500/- or more	Rs. 2,00,000/- or actual cost whichever is less	200 equal instalments
2.	Motor cycle/ Scooter	Employees drawing Rs. 4,600/- or more but less than Rs. 10,500/-	Rs. 50,000/- or actual cost whichever is less	75 equal instalments
3.	Moped	Employees drawing Rs. 3,050/- or more but less than Rs. 4,600/-	Rs. 15,000/- or actual cost whichever is less	50 equal instalments
4.	Bicycle	Employees drawing less than Rs. 3,050/-	Rs. 1,500/- or actual cost whichever is less	30 equal instalments

When an advance is granted to an employee who is about to retire shortly, the number of instalments shall be so adjusted to ensure full repayment of advance and interest before retirement.

4. PROCEDURE FOR SANCTION OF ADVANCE:

- a) Application for advance shall be made on the prescribed form (Annexure I) and the sanctioning authority will sanction the advance after ascertaining the eligibility of the employee and the availability of funds.
- c) A copy of the sanction order will be sent by the sanctioning authority to the Accounts Department and the applicant advising him to execute an agreement in the prescribed form (Annexure II).
- c) The purchase of vehicle should be completed within thirty days from the date on which the applicant actually draws the advance, failing which full amount of advance drawn with interest thereon will have to be refunded to the Society immediately. The sanctioning authority may, however, extend the above time limit for a period not exceeding another one month on the merits of the case.
- d) As soon as the vehicle is purchased and in any case within 30 days from the date of purchase, the applicant will submit to the sanctioning authority a mortgage deed in the prescribed form Annexure III mortgaging the vehicle to the Society. After scrutiny, the sanctioning authority will forward the mortgage deed, duly accepted, to the Accounts Department for safe custody.
- e) Sanction that are not utilised within a period of four months from the date of sanction will automatically lapse.
- f) The documents shall be returned to the employee after the advance and interest thereon have been completely recovered.
- g) The advance for purchase of a conveyance shall not be granted to an employee of the Society who has already purchased the conveyance and paid for it.

The formality of submitting agreement/mortgage deed will not be applicable for advances relating to bicycle.

5. AMOUNT OF INSTALMENTS

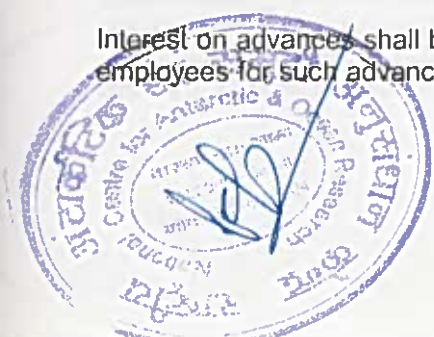
Each instalment shall be in whole rupees. However, the last instalment may be raised or reduced, as may be necessary, for recovery of the balance including any fraction of a rupee.

6. MODE OF RECOVERY

The repayment instalments shall be recovered from the pay, leave salary or subsistence allowance, commencing with first such issue after the advance is drawn.

7. INTEREST

Interest on advances shall be charged at the rate applicable to Central Government employees for such advance. It will be calculated on the balance outstanding on the



last day of each month and shall be recovered in instalments from the month following which the payment of principal has been completed. The interest shall be recovered in the minimum number of monthly instalments. The amount of each instalment shall not be more than the amount of the instalment for recovery of advance.

8. SECOND ADVANCE

The second advance can be granted to an employee only after the first one has been repaid in full with interest.

9. INSURANCE

- a) The vehicle purchased with the advance given by the Society should be comprehensively insured within one month from the date of purchase or as soon as it is on the road whichever is earlier and the insurance policy be furnished to the Personnel Department along with the mortgage deed for verification. The amount for which the vehicle is insured should at no time be less than the outstanding balance of the advance plus interest. The insurance should be renewed from time to time till the full amount of advance including interest is liquidated.
- b) The applicant should also furnish to Society a letter to the Insurance Company informing the insurance company that the Society has interest in the vehicle. The Administrative Officer of the Society shall countersign and forward the original to the Insurance Company and obtain the latter's acknowledgement.
- c) The employee should produce renewal policies to the Society for verification until the advance is fully liquidated.
- d) No insurance is necessary for bicycles.

10. MORTGAGE BOND

The Mortgage Bond will be executed in the form at annexure III.

11. SALE OF CONVEYANCE BEFORE COMPLETE REPAYMENT OF ADVANCE:

If an employee desires to sell the vehicle before the advance received from the Society with interest thereon has been fully repaid, he will do so only after obtaining permission from the sanctioning authority. In such case, he will surrender the balance of the advance outstanding to his credit immediately after carrying out the transactions.

12. These rules supersede all earlier orders on the subject.

Note: For personal computer advance eligibility etc. would be same as in case of motor car advance. However, the limit of amount of advance would be Rs.80,000/- on the first occasion and Rs.75,000/- on second or subsequent occasion or the anticipated price of the computer whichever is less. A second or subsequent advance cannot be granted before the expiry of three years from the date of drawal of the earlier advance. Repayment to be in not more

than 150 monthly instalments. Total recoveries on account of all advances including computer advance shall not exceed 50 per cent of the total emoluments.

NATIONAL CENTRE FOR ANTARCTIC & OCEANIC RESEARCH

APPLICATION FOR ADVANCE FOR PURCHASE OF

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ANNEXURE - I

**NATIONAL CENTRE FOR ANTARCTIC & OCEAN
RESEARCH**

APPLICATION FOR ADVANCE FOR PURCHASE OF A VEHICLE

1. Name of Applicant
2. Designation & Pay Scale:
3. Basic Pay
4. Department where posted
4. Type of vehicle for which the advance is required
5. Anticipated cost of vehicle
6. Amount of advance required
7. Date of appointment/Superannuation
8. No. of instalment in which advance is desired to be repaid
9. Whether advance for purchase of any conveyance obtained previously:
If so, indicate the date of drawl of advance and the amount:

Certified that the information given above is complete and true.

Date:

Signature of the Applicant

FOR USE IN OFFICE

Eligibility of the employee for advance and availability of the funds may kindly be indicated

Date:

Administrative Officer

Verified. The applicant is/is not eligible for advance of Rs. _____ for purchase of _____.
Necessary funds are/are not available

Date:

Executive Finance

Sanction issued vide no _____ dated _____.

Date:

Administrative Officer



NATIONAL CENTRE FOR ANTARCTIC & OCEAN RESEARCH

FORM OF AGREEMENT TO BE EXECUTED BEFORE DRAWING ADVANCE FOR PURCHASE OF A VEHICLE

(To be executed on a Non-Judicial Stamp Paper of a suitable value)

An agreement made on _____ day of _____ Two Thousand and BETWEEN _____ S/O _____ (Hereafter called 'the Borrower' which expression shall include his heirs, administrators, executors, legal representatives and assignees), of the one part and the National Centre for Antarctic & Ocean Research hereinafter called the Society, which expression shall include and assignees) of the other part:

Whereas the Borrower has under the provisions of the rules framed for the purpose (hereinafter called the 'Rules' and which expression shall include any amendments thereof and/or any instructions issued in this behalf for the time being in force), applied, to the Society for a loan of Rs. _____ for the purchase of a _____ and the Society has agreed to lend the said amount to the Borrower on the terms and conditions hereinafter contained.

NOW IT IS HEREBY AGREEED between the parties hereto that in consideration of the sum of Rs. _____ paid by the Society to the Borrower, (the receipt of which the Borrower hereby acknowledges), the Borrower hereby agrees with the Society (i) to pay the Society the said amount with interest calculated according the said Rules by monthly deductions from his salary provided in the said Rules and hereby authorizes the Society to make such deductions and (ii) within one month from the date of payment to the said amount to expend the full amount of the said loan in the purchase of a _____ or if the actual price paid is less than the loan to repay the difference to the Society as security for the amount lent to the borrower as aforesaid and interest in the form provided by the said rules AND IT IS HEREBY LASTLY AGREED AND DELCLARED THAT if the Vehicle has not been purchased and hypothecated as aforesaid within one month from the date of payment of the said sum or if the Borrower within that period becomes insolvent or quits the service of the Society, the whole amount of the loan and interest accrued there shall immediately become due and payable

IN WITNESS WHEREOF the Borrower has hereunto set his hands and Shri _____ in the Society and on behalf of the Society has hereunto set his hands on the date and year before written.

Signatures & Designation
of the Borrower

Signatures & Designation
For & On behalf of the Society

Witness

Witness:

Signatures
Name
Address

Signatures
Name
Address



NATIONAL CENTRE FOR ANTARCTIC & OCEAN RESEARCH

FORM OF MORTGAGE BOND FOR VEHICLE ADVANCE

(To be executed on a Non-Judicial Stamp Paper of a suitable value)

THIS INDENTURE made _____ day of Two Thousand and _____ BETWEEN _____
Son of _____ (hereinafter called the 'Borrower' which expression shall include his
heirs/administrators and legal representatives) of the one Part and the National Centre for Antarctic
& Ocean Research on the other part:

WHEREAS the Borrower has applied for and has been granted an advance of Rs. _____ (the
receipt of which sum the mortgagor hereby acknowledges) to purchase a _____ (vehicle) on the
terms of the rules framed by the Society (hereinafter referred to as the Rules which expression shall
include any amendments thereof or additions thereto for the time being in force). And WHEREAS
one of the conditions upon which the said advance has been/was granted to the Borrower is/was that
the Borrower will/would hypothecate the said vehicle to the Society within 30 days of grant of
advance, 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 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 covenant to pay to the Society the sum of Rupees
_____ aforesaid or the balance thereof remaining unpaid at the date of these presents by equal
payments of Rs. _____ each on the first day of every month and will pay interest on the sum for the
time being remaining due and owing calculated according to the said rules and the Borrower doth agree
that such payment may be recovered by monthly deductions from his salary in the manner provided
in the said rules, or where, in the event of his proceeding on deputation out of India for a period
exceeding 12 months or on his being transferred to a post outside India, the competent authority has
allowed repayment of the amount of advance remaining unpaid and/or interest as aforesaid on the
happening of such an event, in Rupees in India, the Borrower doth hereby agree to pay to the
Society such dues by remittance through bank draft drawn by the 15th of every month in favour of the
Society in whose books the accounts of the aforesaid advance are kept and in further pursuance of
the said agreement the Borrower doth hereby assign and transfer to the Society, the Vehicle, the
particulars whereof are set out in the schedule hereunto written by way of security for the said
advance and to interest thereon as required by the said rules.

And the Borrower doth hereby agree and declare that he has paid in full the purchase price of the
said 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 Society in respect of the said advance will not sell, pledge or part
with the property in or possession of the said vehicle.

PROVIDED ALWAYS and it is hereby agreed and declared that if any of the said instalments of the
principal or interest shall not be paid or recovered in the manner aforesaid within ten days after the
same are due or if the borrower shall die or at any time cease to be in the Society's service or if the
borrower shall sell or pledge or part with the property in or possession of the said vehicle or becomes
insolvent or make any composition or agreement 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 Society may on the happening of any events
herein before mentioned seize and take possession of the said vehicle and either remain in
possession thereof without removing the same or else may remove and sell the said vehicle either by
Public auction or private contract and may out of the sale moneys retain the balance of the said
advance the remaining unpaid and any interest due thereon calculated as aforesaid changes,



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, administrators or legal representatives. PROVIDED FURTHER that the aforesaid power of taking possession or selling of the said vehicle shall not prejudice the right of the Society to sue the borrower his personal representative for the said balance remaining due and interest or in the case of the vehicle being sold, the amount by which the net sale proceeds fall short of the amount owing AND the borrower hereby further agrees that so long as any moneys are remaining due and owing to the Society, he the borrower, will insure and keep insured the said vehicle against loss and damage by fire, theft or accident or strike risk and any disturbance of public peace with an Insurance Company to be approved by the Society and will produce evidence to the satisfaction of the Society that the insurance company with whom the said vehicle is insured have received notice that the Society is interested in the Policy and the Borrower hereby further agrees that he will not permit or suffer the said 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 vehicle, the borrower will forthwith have the same repaired and made good.

THE SCHEDULE

Description of Vehicle

Maker's Name :
Description :
No. of Cylinders :
Engine Number :
Chassis Number :
Cost Price :

In witness whereof the Borrower has hereunto set his hand and Shri _____ in the Society for and on behalf of the Society has hereunto set his hand:

Signatures & Designation
of the Borrower
Dated

Signatures & Designation
For & On behalf of the Society
Dated

Witness

Witness:

Signatures

Signatures

Name

Name

Address

Address



NATIONAL CENTRE FOR ANTARCTIC & OCEAN RESEARCH

HOUSE BUILDING ADVANCE RULES

1. OBJECT

The object of the scheme detailed in these rules is to provide, as a measure of welfare, assistance to the employees of the Society to own houses, at the place of duty or intended place of residence after retirement.

2. EXTENT OF APPLICATION:

These rules are applicable to all regular employees of the Society with three years of continuous service. In case both husband and wife are employed in the Society, only one of them will be eligible for grant of advance.

The following categories of employees shall not be entitled to the House Building advance.

- a) Persons on daily wages.
- b) Persons paid from contingencies
- c) Employees who are due to attain the age of superannuation within three years from the date of application.

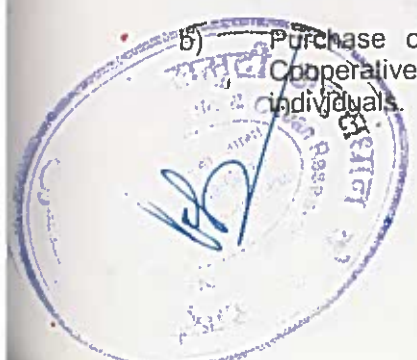
NOTE:

- i) A regular employee is an employee who has been appointed on regular basis and who has successfully completed the probationary period/extended probationary period, if any.
- ii) Employees on deemed deputation will be eligible for the advance only after their absorption in the society.
- iii) The grant of advance for House building to an employee will be at the sole discretion of the Sanctioning Authority and the decision taken by him in this regard in any particular case will be final and binding.

3. COVERAGE OF THE SCHEME

The advance will be admissible for:

- a) Purchase of land for the construction of house; and /or construction of a house; or extension /enlargement of an existing house.
- b) Purchase of ready built flat/house from a Public Housing Agency, A Cooperative Society or private reputed builders, but not from private individuals.



- c) Extension/enlargement of an existing house for which house building advance has not been taken earlier.

4. CONDITIONS FOR ELIGIBILITY/ADMISSIBILITY:

- i) The house to be purchased/constructed should be either at the place of duty or at the place where the employee proposes to settle after retirement.
- ii) Employee/spouse/minor child should not own a house at the place where house/flat is proposed to be constructed /acquired.
- iii) The title of land should be clear in the name of the employee/spouse/jointly.
- iv) In case of purchase of ready-built house/flat from private parties, the house/flat should be new and un-lived in.
- v) The house/flat should be used for residential purpose only.
- vi) The advance shall be granted in respect of only one house/flat in the entire service. It may, however, be drawn at different stages, say, for purchase of plot, construction of house, enlargement etc.
- vii) Employee should not have taken any loan from any other source.
- viii) Advance for ready-built house will be only for outright purchase.
- ix) House building advance together with Provident Fund withdrawal, if any, taken for house building should not exceed the prescribed cost ceiling.
- x) The advance should be utilized only for the purpose it is sanctioned. Mis-utilisation of advance shall entail disciplinary action. Any unutilised amount shall be refunded to the Society.

5. AMOUNT OF ADVANCE

For construction of new house (including the cost of plot) or the purchase of ready built house or ownership flat, the advance will not exceed 50 months pay of the applicant or Rs. 7.50 lakhs or the employee's repaying capacity or the cost of the house/flat (including the cost of the plot), whichever is least. Once the advance is sanctioned, it cannot be enhanced as a result of subsequent upward revision of repaying capacity.

For extension/enlargement of house, the advance will not exceed 25 months pay of the applicant subject to maximum of Rs. 2.50 lakhs.

The actual amount of advance to be sanctioned will be determined by the Society on the basis of the plans, detailed specifications and estimates to be furnished by the applicant within the ceiling limit of advance prescribed above, and paying capacity of the employee, which may be taken at 40% of his pay.



6. SECURITY

An employee desirous of taking loan from the Society shall have to execute the following:

- a) An agreement is to be executed in the before the first installment is disbursed to the applicant.
- b) Surety: the applicant shall get executed the surety bond in prescribed from an employee of the Society. An employee of the Society shall be eligible to stand as a surety, if:
 - i) He has satisfactory completed the period of probation.
 - ii) His pay is not less than two third of that of the applicant
 - iii) He is not likely to be superannuate within 3 years of the date of executing the surety bond.
 - iv) He has not stood surety in more than two cases of House Building Advance.
 - v) An employee applying for House Building Advance has not already stood as a surety for him when he applied for such advance.
- c) Mortgage Deed in prescribed form.
- d) Reconveyance Deed: after the advance together with interest due thereon has been fully recovered, the Sanctioning Authority will reconvey the property mortgaged as security for the advance to the employee by means of a deed.

7. MODE OF DISBURSEMENT OF ADVANCE

- i) The entire amount may be paid in lump sum in the case of purchase of a ready built house/flat.
- ii) In all other cases the amount will be paid in instalments only as follows:

Type of Cases	For Plot Purchase	Instalment for purchase of plot/construction		
For construction	-	40%	40%	20%
For extension or enlargement of the house	-	40%	40%	20%
For purchase of plot and construction	20% or Actual cost of plot	30%	25%	25%

The entire amount or the first instalment shall be paid only after the execution of the prescribed agreement. The 2nd and 3rd instalments will be disbursed after the construction has reached the plinth level and roof level respectively.

8. INTEREST

- i) The rate of interest will be the Central Government rate of interest in force on the date of sanction of loan.
- ii) The amount will be calculated on the balance outstanding on the last day of each month.



- iii) If the balance of advance is cleared either by regular recovery from pay or by lump sum payment during the course of the month, no interest is payable for that month, as the interest bearing balance for that month will be nil.
- iv) In the process of recovery, the portion of the loan carrying the higher rate of interest will be treated as having been refunded first.
- v) If part of advance is adjustable from the gratuity, the adjustment should be deemed to have been made on the retirement and no interest shall be charged beyond that date.
- vi) If an employee takes a house-building loan from a bank or any other reputed organisation like HDFC etc, the Society will subsidise the additional interest paid by the employee to the concerned bank/organisation. However, to avail this facility, the employee should obtain prior permission of the Director NCAOR before availing loan from financial institutions.

9. PROCEDURE FOR DRAWL OF ADVANCE:

- a) Application should be submitted in the prescribed form through proper channel. The following documents should accompany the application:
 - i) An affidavit in regard to house property, if any, owned by the applicant or the applicant's wife/husband or minor children at the time of application.
 - ii) If the advance is required for enlarging an existing house, the original sale deed, if any, as well as other documents such as non-encumbrance certificate from the Sub-Registrar establishing that the applicant possesses indisputable title to the property in question. A site plan should also be furnished.
 - iii) The original sale deed or other proof of the applicant having clear title to land on which the house is proposed to be built along with a site plan, except in the case of purchase of land and outright purchase of house in which case proof of negotiations, etc, will have to be furnished.
 - iv) Where a ready built house/flat is intended to be purchased, the Society before authorizing payment of advance shall require the employee to produce proof of negotiation for the purchase of house together with a copy of the building plan and the site plan and a certificate that he has satisfied himself that the transactions will enable him to acquire indisputable clear title of the house/flat.
 - v) Applicant who intends to construct a new house or to enlarge the existing house will furnish a copy of each of the building plan and the site plan as well as the specifications, detailed estimate and abstract estimate in the prescribed form. The applicant will get the site plan and the building plan duly approved by the municipality or other local body concerned before submitting them to the Society.
- b) The Sanctioning Authority will get the applications scrutinized and satisfy itself of the correctness of the facts stated therein. For the purpose of scrutiny of the applications, he will obtain the necessary clearance from the Finance Department regarding availability of the budget provisions and also get the title deeds and other documents examined from a legal advisor to make sure that the applicant does, in fact, possess a clear marketable title free from encumbrance and attachments to the property in question.

- c. After scrutiny of the application, sanction to grant of advance will be accorded by Sanctioning Authority where after the borrower shall arrange to complete the prescribed formalities in the prescribed forms such as agreement, mortgage deed, surety bond, indemnity bond and after the aforesaid deeds have been vetted by the Legal Advisor, the loan will be disbursed of the appropriate amounts out of the sanctioned advance in suitable instalments as prescribed under these rules.
- d. In the case of purchase of land, house/flat, the amount of advance will be sanctioned by the Society to the applicant, but the amount/cheque demand draft will be actually given to the seller by the Society's representative after obtaining the requisite documents from the employee and completing the necessary formalities
- e. The sanctioning authority will ensure that:
 - i) The prescribed mortgage deed is executed immediately on purchase of the flat/house/land and the documents kept in the safe custody after registration, if required under the law.
 - ii) The flat/house is insured immediately on its purchase/completion and that the premium receipts are regularly produced for inspection by accounts department.
 - iii) Any amount in excess of the said expenditure incurred is refunded by the employee concerned to the Society forth with together with the interest, if any, due thereon.
 - iv) The property mortgaged to the Society is released immediately on the repayment of the advance and the interest thereon in full.
 - v) The employee concerned shall deposit all the legal documents such as title deed, mortgage deed, agreement, surety bond etc in original with the Sanctioning Authority.
 - vi) The unpaid balance along with interest, if any, shall be recovered from the gratuity due to the employee and undertaking to this effect shall be obtained from at the time of sanctioning the advance.

10. TIME LIMITS FOR UTILISATION OF ADVANCE

- i) In the case of purchase of plot, the land must be purchased and the sale deed produced within two months. Failing this, the advance should be refunded in lump sum.
- ii) In the case of purchase of house, acquisition and mortgage to Society should be completed within three months. Sanctioning Authority may grant extension of time limit, if required.
- iii) In the case of ready built flat, the applicant should utilize the amount of advance within one month, unless extension of time limit is granted.
- iv) Sanction if not utilized within a period of four months from the date of sanction will automatically lapse.

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 - iii) Any amount in excess of the said expenditure incurred is refunded by the employee concerned to the Society forth with together with the interest, if any, due thereon.
 - iv) The property mortgaged to the Society is released immediately on the repayment of the advance and the interest thereon in full.
 - v) The employee concerned shall deposit all the legal documents such as title deed, mortgage deed, agreement, surety bond etc in original with the Sanctioning Authority.
 - vi) The unpaid balance along with interest, if any, shall be recovered from the gratuity due to the employee and undertaking to this effect shall be obtained from at the time of sanctioning the advance.

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- iii) In the case of ready built flat, the applicant should utilize the amount of advance within one month, unless extension of time limit is granted.
- iv) Sanction if not utilized within a period of four months from the date of sanction will automatically lapse.

- v) If the advance is not utilized within the extensions granted, it should be refunded in lump sum with interest failing which it shall be open to the Society to recover the advance with interest from the salary and any other dues and/or by taking recourse to proceedings as deemed fit.

11. CONSTRUCTIONS AND MAINTENANCE:

- a) The construction of new house or additions to the existing house (as the case may be) shall be:
- i) Carried out exactly in accordance with the approved plan and specifications on the basis of which the amount of advance has been computed and sanctioned. The plan and specification must not be departed from without the prior approval of the Society. The employee shall certify when applying for instalments of advance admissible at the plinth/roof level that construction is being carried out strictly in accordance with the plan and estimates furnished by him to the Society and that the construction has actually reached plinth/roof level and that the amount drawn has actually be used on the construction of the House. The Society, may if necessary, arrange to have inspection carried out by the official nominated by the Society to verify the correctness of the certificates.
 - ii) Completed within 118 months of the date on which the first instalment of advance is paid to the employee concerned. Failure to do so will render the employee liable to refund the entire amount advanced to him together with interest thereon in one lump sum. An extension of the time limit may be allowed up to one year by the Society in the cases where the work is delayed due to the circumstances beyond employee's control. The date of completion must be reported to the Society without delay.
- b) The house must be maintained in good condition and repairs carried out by the employee concerned at his own cost. He shall also keep it free from all encumbrances and shall continue to pay all the municipal and other local taxes regularly, until the advance along with interest has been repaid to the Society in full. The employee shall furnish an annual certificate to this effect to the Society.
- c) After completion of construction of the house, annual inspection may be carried out by an authorised official of the Society under instructions from the Society to ensure that it is maintained in good condition until the advance along with interest has been repaid in full. The employee concerned shall afford full facilities for all inspections herein provided for.
- d) Furnishing of false certificate will render the employee concerned liable to suitable disciplinary action, apart from his being called upon to refund to the Society forthwith the entire advance drawn by him together with accrued interest.
- e) The employee who has been granted advance has to adhere to the terms and conditions of the sanction order and has to complete construction of his house exactly as per the drawing and estimates submitted by him based on which the loan was sanctioned.



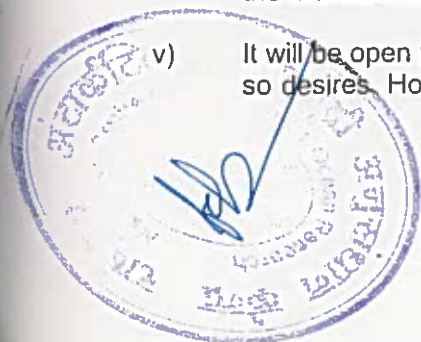
- f) In the event of any change, suitable amendment in the original drawings should be got re-approved by the same authority i.e. municipal authority local body etc who has earlier approved the original drawings. The reapproved drawings along with revised estimates must be got approved from the sanctioning authority after that only the necessary amendment in the construction should be allowed.
- g) In case the employee is able to fulfill/comply with the aforesaid conditions then the further instalment in favour of him can be released by the Society after following other requisite conditions including the rectification of the legal documents submitted by the employee.
- h) In case aforesaid conditions are not met with then no further instalments can be released.

12 INSURANCE

Immediately on completion of construction or purchase of the house/flat as the case may be, the employee concerned shall insure the house at his own cost for a sum not less than the amount of the advance and shall keep it so insured against damage by fire, flood, lightning, earthquake, till the advance along with interest is fully repaid to the society. The policy obtained shall be deposited with the Society. A letter should also be written to the insurer by the employee that the Society is interested in the insurance policy. The premia must be paid regularly and premium receipts produced for inspection by the authority so authored by the sanctioning authority. In the event of failure on the part of the employee to effect insurance against fire, flood lightning, earthquake, it shall be lawful but not obligatory for the Society to insure the said house at the cost of the employee concerned and recover the amount from the employee including interest thereon @ 12%. The employee will, in addition be liable to disciplinary action.

13 REPAYMENT OF ADVANCE:

- i) The advance grant to an employee under these rules, together with the interest thereon shall be repaid in full before superannuation of the employee by monthly instalments within a period not exceeding 25 years, repayment of principal in 18 years (216 instalments) and interest in 7 years (84 instalments)
- ii) Recovery of advance granted for constructing a new house or enlarging the existing house shall commence from the month following the completion of the house or the 18th month after the date on which the first instalment of the advance is paid to the employee, whichever is earlier.
- iii) In the case of advance taken for purchasing a ready built house/flat, recovery shall commence from the pay of the month following that in which the advance is drawn.
- iv) In case the advance was taken partly for purchase of land and partly for construction, recovery will commence from the pay of the month following the completion of the house or the pay of 24th month after the date on which the first instalment for purchase of land was drawn, whichever is earlier.
- v) It will be open for the employee to repay the amount in a shorter period, if he so desires. However, the entire advance must be repaid in full (with interest



thereon) before the date on which the employee is due to retire from service).

- vi) In case the employee does not repay the balance of the advance due to the Society on or before the date of his retirement, it shall be open to the Society to enforce the security of the mortgage at any time thereafter and recover the balance of the advance due together with interest and cost of recovery, by sale of the mortgaged property and/or in such other manner as may be permissible under the law.
- vii) Recovery of the advance shall be effected through the month pay/leave salary bills of the employee concerned by the Society.
- viii) If an employee ceases to be in service for any reason other than normal retirement/superannuation or if he/she dies before repayment of the advance in full, the entire outstanding amount of the advance shall become payable to the Society forthwith. The Society may, however, in deserving cases permit the employees concerned or his successors in interest, as the case may be to repay the outstanding amount together with interest thereon in suitable instalments after safeguarding Society's interest. Failure on the part of the employee concerned or his/he successor, as the case may be, to repay the advance for any reason whatsoever, will entitle the Society to enforce the mortgage and take such other action to effect recovery of the outstanding amount as may be permissible. In such cases of default, if the amount realized by the sale of the property is not sufficient to cover the amount outstanding as balance due to the Society, the Society will be entitled to proceed against the surety for the recovery of the amount, which falls short to make good the difference.

14. ANNUAL INSPECTION:

The receipts of payment of all the Municipal and other rates, taxes should be produced for inspection. The Sanctioning Authority may have the house inspected by any officer authorized by him to ensure that it is maintained in good condition until the advance has been repaid in full to the Society. The employee concerned shall afford necessary facility for the inspection to the officer(s) designed for the purpose.

15 SAFEGUARDS

- i) Before disbursement of the first instalment of the advance, the applicant should mortgage the land with the house to be erected thereon to the Society. The original documents of the title to land should be deposited with the Sanctioning Authority before drawing the second instalment of the advance.
- ii) In the case of ready built house/flat and in case where the title to land passes on to the buyer after the house is built thereon or after a prescribed period, an understating should be obtained from the employee concerned that he will execute the mortgage deed as soon as he acquires the title.
- iii) Surety bonds in the prescribed form should be obtained from the applicants who apply for advance for purchasing a ready built house/flat.



16 STAMP DUTY

Stamp duty chargeable on documents, registration fee and other expenses to be incurred for the completion of legal and other formalities shall be borne by the employee.

17 SANCTIONING AUTHORITY:

The Director or such other officers to whom powers have been delegated by the Director will be the sanctioning authority for the purpose of these rules.

These rules supersede all earlier orders on the subject.



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SPECIMEN FORMS AND DRAFTS OF APPLICATION, AGREEMENT, MORTGAGE DEED, SURETY BOND, INDEMNITY BOND AND OTHER DOCUMENTS.

Form No.	Subject	Rule No.
1.	Form of agreement to be executed at the time of drawing advance for purchase of plot or land and building a house, enlargement of existing house and purchase of a ready built house.	8(a)
2.	Surety Bond	8(b)
3.	Form or Mortgage deed when property is free hold	8(c)
4.	Form of Mortgage deed when property is leasehold.	8(c)
5.	Form of Reconveyance for House Building Advance	8(d)
6.	Application form	11(a)
7.	Affidavit	11(a)(i)
8.	Non-encumbrance certificate.	11(a)(ii)
9.	Office Order for sanction of advance	11 (c)
10.	Indemnity Bond.	11(c)
11.	Letter of authority for collecting dues from Gratuity And other dues,	11(vi)
12.	Annual certificate regarding maintenance of house and payment of Municipal taxes etc.	13(b)
13.	Report to the prescribed authority after completion of building/enlargement of house.	13 (i)
14.	Form of letter intimating the insurance company In regard to Society's interest in insurance policy	14



FORM NO 1

Please see Rule 8(a)

**FORM OF AGREEMENT TO BE EXECUTED AT THE TIME OF DRAWING AN
ADVANCE FOR PURCHASE OF PLOT OF LAND AND BUILDING A HOUSE
ENLARGEMENT OF EXISTING HOUSE AND PURCHASE OF
A READY BUILT HOUSE**

(To be executed on Non-Judicial Stamp Paper of requisite Value)

AN AGREEMENT MADE THIS _____ day of _____ month _____
(Year) BETWEEN _____ son of _____ at present serving as
_____ Employee _____ (hereinafter called " the Borrower" which
expression shall unless excluded by or repugnant to the subject or context include his
heirs, executors. Administrators and legal representatives) of the one part and the National
Centre For Antarctic And Ocean Research., A Society registered under the Societies
Registration Act 1860, having registered office at Headland Sada, Vasco-Da-Gama, Goa
(hereinafter to be referred to as " Society") which expression shall include his successors
in office and assigns of the other part WHEREAS the borrower desires to purchase land
and construct a house thereon/* enlarge living accommodation in his / her house at -
_____ * purchase a ready built house at _____ described in the
schedule hereto annexed and WHEREAS the borrower has under the provision of the
rules framed by the Society to regulate the grant of advances to Society employees for
building. Etc. of houses (hereinafter referred to as the "said Rules", which expression shall
where the context so admits, include any amendment thereof or addition for the time being
in forced applied to the Society for an advance of Rupees _____ to *
purchase the said land and construct a house thereon/* enlarge living accommodation in
his/her house/* purchase a ready built house as aforesaid and the Society has sanctioned
an advance of Rs. _____ to the borrower. Vide letter No. _____ dated
_____ a copy of which is annexed to these presents for the purpose aforesaid
on the terms and conditions set therein. NOW IT IS LHEREBY AGREED by and between
the parties hereto as follows:

1. Inconsideration of the sum of Rupees _____ (insert amount of the
first instalment) to be paid by the Society after the execution of this
agreement for the purchase of land and the sum of Rupees _____
(insert balance amount to be paid) to be paid by the Society to the Borrower
as provided in the said rules. The Borrower hereby agrees with the Society:
 - a) to repay to the Society the said amount of Rs. _____
(Rupees _____ only) (insert full amount sanctioned) with
interest calculated in accordance with the said rules for the time being
in force by _____ (number to be filled in) monthly
installments of Rupees _____ from his pay commencing
from the month of _____ (year) and _____ or
from the month following the completion of the house whichever is
earlier and the Borrower hereby authorities the Society to make such
deductions from his monthly pay, leave salary and subsistence
allowance bills.
 - b) *i) Within two months from the date of receipt of the amount of
Rupees _____ (insert the amount of installment to be paid)
out of the said sanctioned advance or within such further time as the
"Society" may allow in this behalf to expend the aforesaid amount in
the purchase of land and to produce for inspection of the Society the
sale deed in respect thereof failing which the borrower shall refund to

FORM NO 1

Please see Rule 8(a)

FORM OF AGREEMENT TO BE EXECUTED AT THE TIME OF DRAWING AN
ADVANCE FOR PURCHASE OF PLOT OF LAND AND BUILDING A HOUSE
ENLARGEMENT OF EXISTING HOUSE AND PURCHASE OF
A READY BUILT HOUSE

(To be executed on Non-Judicial Stamp Paper of requisite Value)

AN AGREEMENT MADE THIS _____ day of _____ month _____
(Year) BETWEEN _____ son of _____ at present serving as
_____ Employee _____ (hereinafter called " the Borrower" which
expression shall unless excluded by or repugnant to the subject or context include his
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and construct a house thereon/* enlarge living accommodation in his / her house at -
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schedule hereto annexed and WHEREAS the borrower has under the provision of the
rules framed by the Society to regulate the grant of advances to Society employees for
building. Etc. of houses (hereinafter referred to as the "said Rules", which expression shall
where the context so admits, include any amendment thereof or addition for the time being
in forced applied to the Society for an advance of Rupees _____ to *
purchase the said land and construct a house thereon/* enlarge living accommodation in
his/her house/* purchase a ready built house as aforesaid and the Society has sanctioned
an advance of Rs. _____ to the borrower. Vide letter No. _____ dated
_____ a copy of which is annexed to these presents for the purpose aforesaid
on the terms and conditions set therein. NOW IT IS LHEREBY AGREED by and between
the parties hereto as follows:

1. Inconsideration of the sum of Rupees _____ (insert amount of the
first instalment) to be paid by the Society after the execution of this
agreement for the purchase of land and the sum of Rupees _____
(insert balance amount to be paid) to be paid by the Society to the Borrower
as provided in the said rules. The Borrower hereby agrees with the Society:

- a) to repay to the Society the said amount of Rs. _____
(Rupees _____ only) (insert full amount sanctioned) with
interest calculated in accordance with the said rules for the time being
in force by _____ (number to be filled in) monthly
installments of Rupees _____ from his pay commencing
from the month of _____ (year) and _____ or
from the month following the completion of the house whichever is
earlier and the Borrower hereby authorizes the Society to make such
deductions from his monthly pay, leave salary and subsistence
allowance bills.

- b) *i) Within two months from the date of receipt of the amount of
Rupees _____ (insert the amount of installment to be paid)
out of the said sanctioned advance or within such further time as the
"Society" may allow in this behalf to expend the aforesaid amount in
the purchase of land and to produce for inspection of the Society the
sale deed in respect thereof failing which the borrower shall refund to

the Society the entire amount of the advance received by him together with interest thereon.

- *ii) Within one month from the date of receipt of the aforesaid advance of Rupees _____ (Rupees _____ only) to expend the aforesaid amount in the purchase of the said ready built house and mortgage it to the Society failing which the borrower shall refund forthwith to the Society the entire amount of advance received by him together with interest thereon unless an extension of time is granted by the Society.

Strike off whichever is not applicable.

- *iii) To complete construction / enlargement of the said house within eighteen months of _____ strictly in accordance with the plan and specifications to be approved by the Society and on the basis of which the amount of advance is to be computed and sanctioned finally or within such extended period as may be laid down by the Society.

2. If the actual amount paid by the borrower for the purchase of land and building a house thereon/ *enlarging the house/ * the purchase of the ready built house is less than the amount received under these presents by the Borrower. The borrower will repay the difference to the Society forthwith.
3. To execute a document mortgaging the said house/land along with the house to be built thereon to the Society as security for the amount advanced to the borrower under these presents as also for the _____ interest payable for the said amount in the form provided by the said rules.
4. * If the land is not purchased and the sale deed thereon not produced for inspection of the Society within two months of the date of drawl of the part of the advance for that purpose or within such further time as the Society may allow in this behalf / if the house is not purchased and mortgaged within one month of the drawl of the advance or within further time as the Society may allow in this behalf * if the borrower fails to complete the construction / enlargement of the said house within eighteen months as herein before agreed or if the borrower becomes insolvent or quits the service of the Society or dies the entire amount advanced together with interest during thereon shall immediately become due and payable to the Society.
5. The Society shall be entitled to recover the balance of the said advance with interest remaining unpaid at the time of his retirement or death preceding retirement from the whole or any specified part of the gratuity that may be sanctioned to him.
6. Without prejudice to any other right of the Society in that behalf, if any amount becomes refundable or payable by the borrower to the Society, the Society will be entitled to recover the same as arrears of land revenue.
7. The stamp duty payable on these presents shall be home and paid by the "Borrower".

SCHEDULE ABOVE REFERRED TO **

IN WITNESS WHEREOF THE BORROWER has hereunto set his hand and Shri _____ on behalf of the SOCIETY Ltd. Has hereunto set his hand.

Signed by the Said Borrower
In the presence of Shri _____

(Signature of the Borrower)

1 st Witness	_____	2 nd Witness	_____
Address	_____	Address	_____
	_____		_____
Occupation	_____	Occupation	_____

Signed by Shri _____ for and on behalf of the Society
in the presence of _____

1 st Witness	_____	2 nd Witness	_____
Address	_____	Address	_____
	_____		_____
Occupation	_____	Occupation	_____

* Strike off whichever is not applicable
** To be filled in by the borrower.



FORM NO. 2
Please see Rule 8 (b)

SURETY BOND

(To be executed on Non-Judicial Stamp paper of requisite value)

KNOW ALL MEN BY THESE PRESENTS that I _____ son of _____ a resident of _____ in the District of _____ at present employed as a permanent _____ in the (hereinafter called "the surety") am held and finally bound unto the National Centre For Antarctic And Ocean Research., a Society registered under the Societies Registration Act 1861, having registered office at Sadaland Vasco-Da-Gama, Goa (hereinafter to be referred to as "Society") which expression shall unless excluded by or repugnant to the subject or context include his successors in office and assigns) in the sum of Rs. _____ (Rupees _____ only) to be paid to the Society FOR WHICH PAYMENT TO be well and truly made I hereby bind myself, my heirs, executors, administrators, and representatives firmly by these presents. As witness whereof I put my hands this _____ day of _____ (month) _____ (year)

WHEREAS _____ son of _____ resident of _____ in the District of _____ at present employed as a temporary permanent _____ in the (hereinafter called "the Borrower")+ (but is due to retire on _____) applied to the Society for an advance of Rs. _____ (Rupees _____ only) for the purpose of** purchasing land and / or constructing a new house or enlarging living accommodation in an existing house/purchasing a ready built house.

AND WHEREAS the Society sanctioned the payment of Rs. _____ (Rupees _____ only) under the Rules framed by the Society to regulate the grant of advances to employees for building etc., of house issued by the Society vide Office Order No. _____ dated _____ (hereinafter referred to as the "said Rules").

AND WHEREAS the Borrower has undertaken to repay the said amount in _____ monthly installments AND WHEREAS the Borrower has further undertaken to Mortgage the house built/purchased with the help of the said amount and to observe the provisions of the said Rules; AND WHEREAS in consideration of the Society having agreed to grant of aforesaid advance to the Borrower the surety has agreed to execute the above bond with such conditions as hereunder is written.

NOW THE CONDITION OF THE OBLIGATION is such that if the said Borrower shall while employed in the Society duly and regularly pay or cause to be paid to the Society, the amount of the aforesaid advance owing to the Society by installments until the said sum of Rs. _____ (Rupees _____ only) shall be duly paid or mortgage to the Society the house built/purchased referred to above whichever event happens earlier then this bond shall be void, otherwise the same shall be and remain in full force and virtue. BUT SO NEVERTHELESS that if the Borrower shall die or become insolvent or at anytime cases to be in the service of the Society the whole or so much of the said principal sum of Rs. _____ (Rupees _____ only) together with the interest as shall then remain unpaid immediately become due and payable to the Society and recoverable from the surety in one installment by virtue of this Bond.



The obligation undertaken by the Surety shall not be discharged or in any way affected by an extension of time or any other indulgence granted by the Society to the said Borrower.

The stamp duty payable in respect of these presents shall be borne and paid by the Borrower.

- * To be filled in the Borrower
** Strike out whichever is not applicable.

Signed by the Said Borrower
In the presence of

(Signature of the Borrower)

1st Witness
Address

2nd Witness
Address

Occupation
Signed by Shri

Occupation
for and on behalf of the Society in the presence of

1st Witness
Address

2nd Witness
Address

Occupation

Occupation



FROM NO. 3
Please see Rule 8 (c)

**FORM OF MORTGAGE DEED TO BE EXECUTED WHEN THE PROPERTY
IS FREEHOLD**

(To be executed on Non-Judicial Stamp paper of requisite value)

This indenture made this _____ day of _____ (MM)
_____ year and _____ between _____ son of
_____ of _____ at present employed as _____
_____ in the Society _____ (hereinafter called "THE
MORTGAGOR" which expression shall unless excluded by or repugnant to the subject
or context include his/her heirs, executors, administrators and assigns) of the ONE
PART and the National Centre For Antarctic And Ocean Research, a Society registered
under the Societies Registration Act, 1860 having its registered office at Sadaland,
Vasco-Da-Gama, Goa (hereinafter called "THE MORTGAGEE" which expression shall
unless excluded by or repugnant to the subject or context include his successors in office
and assigns) of the OTHER PART.

WHEREAS the MORTGAGOR is the absolute and sole beneficial owner and is seized
and possessed or otherwise well and sufficiently entitled to the land and / or house and
premises hereinafter described in the Schedule hereunder written and for greater
clearness delineated on the plan annexed hereto and thereon shown with the boundaries
thereof coloured _____ and expressed to be hereby conveyed, transferred
and assured (hereinafter referred to as "the said Mortgage property").

AND WHEREAS the MORTGAGOR applied to the MORTGAGEE for an advance of Rs
_____ (Rupees _____ only) for the purpose of enabling the
MORTGAGOR

*(1) to purchase land and to construct a house thereon or *(to enlarge living
accommodation in the existing house on the said hereditaments.

*(2) to construct a house on the said hereditaments.
or *(to enlarge living accommodation in the house on the said hereditaments)

*(3) to purchase a ready built aforesaid house.

AND WHEREAS THE Mortgagee agree to advance to the Mortgagor the said sum of Rs.
_____ on certain terms & conditions.

AND WHEREAS the Borrower has undertaken to repay the said amount in _____
monthly installments AND WHEREAS the Borrower has further undertaken to Mortgage
the house built/purchased with the help of the said amount and to observe the provisions
of the said Rules; AND WHEREAS in consideration of the Society having agreed to
grant of aforesaid advance to the Borrower the surety has agreed to execute the above
bond with such conditions as hereunder is written.
AND WHEREAS THE MORTGAGEE

*(Has sanctioned to the MORTGAGOR an advance of Rs. _____ (Rupees
only) payable by such installments and in the manner as hereinafter
appearing).



*(Has paid to the MORTGAGOR an advance of Rs. _____ (Rupees _____ only) on _____) and in the manner provided in the said rules upon having the repayment of the loan with interest and the observance of all the terms and conditions contained in the said rules as hereinafter mentioned secured in the manner hereinafter appearing.

AND WHEREAS THE MORTGAGOR is to receive from the Mortgagee the aforesaid advance in the following instalments:

Rs. _____ already received on. * Rs. _____ on the execution of this indenture by the Mortgagor in favour of the Mortgagee. ** (Rs. _____ when the construction of the house reaches plinth level). ** (Rs. _____ when the construction of the house reached roof level, provided the Mortgagee is satisfied that the development of the area in which the house is built is complete in respect of amenities such as water supply, street lighting, roads, drainage and sewerage).

NOW THIS INDENTURE WITNESSETH as follows:

(i)(a) In pursuance of the said Rules and in consideration of the said advance sanctioned/paid by the MORTGAGEE to the MORTGAGOR pursuant to the provisions contained in the said Rules the MORTGAGOR DOTH hereby Covenant with the MORTGAGEE that the Mortgagor shall always duly observe and perform all the terms and conditions the said rules and shall repay to the MORTGAGEE that the said advance of Rs. _____ (Rupees _____ only) by *** _____ monthly installments of Rs. _____ (Rupees _____ Only) from the pay of the Mortgagor commencing from the month of _____ Nineteen hundred and _____ or from the month following the completion of the house, whichever is earlier, and the Mortgagor hereby authorizes the Mortgagee to make deductions from his monthly pay/leave salary/subsistence allowance of the amount of such installment and the Mortgagor shall after paying the full amount of the advance also pay interest due therein in **** _____ monthly installments in the manner and on the terms specified in the said Rules, provided that the Mortgagor shall repay the entire advance with interest in full before the date on which he/she is due to retire from service, failing which the Mortgagee shall be entitled to enforce this security of the Mortgage at any time thereafter and recover the balance of the advance when due together with interest and costs of recovery by sale of the mortgaged property or in such other manner as may be permissible under the law, It will, however, be open to the Mortgagor to repay the amount in a shorter period.

(i)(b) In pursuance of the said Rules and in consideration of said advance sanctioned/paid by the MORTGAGEE to the MORTGAGOR pursuant to the provisions contained in the said Rules the MORTGAGOR DOTH hereby covenant with the MORTGAGEE that the Mortgagor shall always duly observe and perform all the terms and conditions of the said rules and shall repay to the MORTGAGEE the said advance of Rs. _____ (Rupees _____ only) by _____ monthly instalments of Rs. _____ from the pay of the Mortgagor commencing from the month of _____ 19 _____ or from the month following the completion of the house whichever is earlier, till the date of his superannuation and the balance then remaining outstanding on his superannuation together with the interest on the amount advanced from the date of the advance to the date of repayment from

his gratuity / death-cum-retirement gratuity and the Mortgagor hereby authorizes the Mortgagee to make deductions from his monthly pay / leave salary of the amount of installments and from his gratuity/ death-cum-retirement gratuity of such of the balances remaining unpaid at the date of his death/retirement/superannuation as herein before mentioned failing which the Mortgagee shall be entitled to enforce this security of the Mortgage at any time thereafter and recover the balance of the advance then due together with interest and costs of recovery by sale of the mortgaged property or in such other manner as may be permissible under the law. It will however, be open to the Mortgagor to repay the amount in a shorter period.

te : Delete Clause (i)(a) or (i) or (i) (b) whichever is inapplicable

Mention whatever is applicable

The language will be modified if the mode of payment of advance is different from what is prescribed in Rules.

If the MORTGAGOR shall utilise the advance for a purpose other than that for which the advance is sanctioned or if the MORTGAGOR shall become insolvent or shall cease to be in service for any reason other than normal retirement, superannuation or if he / she dies before payment of the advance in full, or if the MORTGAGOR shall fail to observe or perform any of the terms, conditions and stipulations specified in the said Rules and on his/her part to be observed and performed then and in any such cases the whole of the principal amount of the advance or so much thereof as shall then remain due and unpaid shall become payable forth with to the MORTGAGOR with interest thereon at _____ percent per annum calculated from the date of the payment by the MORTGAGEE of the first installment of the said advance. Notwithstanding anything contained herein, if the Mortgagor utilizes the advance for a purpose other than that for which the advance is sanctioned, it shall be open to the Mortgagee to take such disciplinary action against the Mortgagor as may be appropriate under the Rules of service applicable to be Mortgagor.

(iii)

In further pursuance of the said Rules and for the consideration aforesaid and to secure repayment of the aforesaid advance and interest as shall at any time or times hereinafter be due to the MORTGAGEE under the terms of these presents the MORTGAGOR doth hereby grant, convey, transfer, assign, and assure unto the MORTGAGEE ALL AND SINGULAR the said Mortgaged property fully described in the Schedule hereunder written together with buildings erected or to be erected by Mortgagor on the said Mortgaged property or any of them belonging TO HOLD the said Mortgaged property with their appurtenances including all erections and building erected and built or to be erected and built hereafter on the said Mortgaged property or materials for the time being thereon unto and to the use of the Mortgagee absolutely forever free from all encumbrances. SUBJECT NEVERTHELESS to the provision for redemption hereinafter contained PROVIDED ALWAYS AND it is hereby agreed and declared by and between the parties hereto that if the MORTGAGOR shall duly pay to the MORTGAGEE the said principal sum and interest hereby secured in the manner herein provided and also the other moneys (if any) determined to be payable by the MORTGAGOR to the MORTGAGEE under the terms and conditions of the said Rules, then the MORTGAGEE will at any time thereafter upon the request and at the cost of the MORTGAGOR reconvey, transfer, and reassign the said mortgaged property unto and to the use of the Mortgagor or as he may direct.



(iv) AND IT IS HEREBY EXPRESSLY AGREED AND DECLARED that if there shall be any breach by the MORTGAGOR of the covenants on his/her part herein contained or if the MORTGAGOR shall become insolvent or shall cease to be in service for any reason other than normal retirement / superannuation or if he / she dies before all the dues payable to the Mortgagee under these presents together with interest thereon shall have been fully paid of or if the said advance or any part thereof becomes payable forthwith under these presents or otherwise then and in any of such cases it shall be lawful for the MORTGAGEE without intervention of the Court, to sell the said mortgaged property or any part thereof either together or in parcels and either by public auction or by private contract with power to buy in or rescind any contract for sale or to resell without being responsible for any loss which may be occasioned thereby and to do and execute all such acts and assurances for effectuating any such sale as the MORTGAGEE shall think fit AND IT IS HEREBY declared that the receipts of the MORTGAGEE for the purchase money of the premises sold or any part thereof shall effectually discharge the purchaser or purchasers there from AND IT IS HEREBY declared that the MORTGAGEE shall hold the moneys to arise from any sale in pursuance of the aforesaid power upon TRUST in the first place there out to pay all the expenses incurred on such sale and then to pay moneys in or towards the satisfaction of the moneys for the time being owing on the security of these presents and the balance if any to be paid to the Mortgagor.

(v) The MORTGAGOR hereby covenants with the MORTGAGEE as follows :-

(a) That the MORTGAGOR now hath in himself/herself good right and lawful authority to grant, convey, transfer, assign and assure and MORTGAGED property unto and to the use of MORTGAGEE in manner aforesaid.

(b) That the Mortgagor shall carry out the construction of the house/additions to living accommodation in the aforesaid house exactly in accordance with the approved plan and specifications on the basis of which the above advance has been computed and sanctioned unless a departure there from is permitted by the Mortgagee. The Mortgagor shall certify, when applying for installments of advance admissible at the plinth/roof level, that the construction is being carried out in accordance with the plan and estimates furnished by him to the Mortgagee, that the construction has reached plinth/roof level and that the amount already drawn out of the sanctioned advance has actually been used on the construction of the house. He/She will allow the Mortgagee to carry out either by himself or through his representative an inspection to verify the correctness of the aforesaid certificates. If a false certificate is furnished by the Mortgagor, he/she will be liable to pay to the Mortgagee forthwith the entire advance received by her/him together with interest thereon at _____ * percent per annum and further will also be liable to appropriate disciplinary action under the rules of service applicable to the Mortgagor.

(c) That the Mortgagor shall complete the construction of the house/addition to living accommodation in the aforesaid house within eighteen months of ** _____ unless an extension of time is allowed in writing by the Mortgagee. In case of default the Mortgagor shall be liable to repay forthwith the entire amount advanced to him together with interest calculated under the said rules, in one lump sum. The Mortgagor shall report the Mortgagee the date of completion of the house and furnish a certificate to the Mortgagee that the full amount of the advance has been utilized for the purpose for which it was sanctioned.



Note: -

Clause (b) and (c) are not applicable when the advance is for the purchase of ready built houses or for repayment of loans taken by an applicant for the construction or purchase of a house

- (d) That the Mortgagor shall immediately insure the house at his own cost, with any of the nationalized Insurance Society, for a sum not less than the amount of the aforesaid advance and shall keep it so insured against loss or damage by fire, flood and lightning as provided in the said Rules till the advance is fully repaid to the Mortgagee and deposit the policy of insurance with the Mortgagee. The Mortgagor shall pay regularly the premium in respect of the said insurance from time to time and will when required produce to the MORTGAGEE the premium receipts for inspection. In the event of failure on the part of the MORTGAGOR to effect the insure the said house at the cost of the MORTGAGOR shall thereupon be liable to pay interest thereon as if the amount of premium had been advanced to him as part of the aforesaid advance at _____ till the amount is repaid to the MORTGAGEE or is recovered as if it were an amount covered by the security of these presents. The Mortgagor, shall give a letter to the Mortgagee as often as required, addressed to the insurer, with which the house is insured with a view to enable the Mortgagee to notify to the Insurer the fact that the Mortgagee is interested in the insurance policy secured.
- (e) That the Mortgagor shall maintain the above said house in good repair at his own cost and shall pay all the Municipal and other local rates, taxes and all other outgoings in respect of the Mortgaged property regularly until the advance has been repaid in full. The Mortgagor shall also furnish to the Mortgagee an annual certificate to the above effect.
- (f) The Mortgagor shall afford full facility to the Mortgagee for carrying out inspections after completion of the house to ensure that it is maintained in good repair until the advance has been repaid in full.
- (g) The Mortgagor shall refund to the Mortgagee any amount together with interest, if any, due thereon drawn on account of the advance in excess of the expenditure incurred, for which the advance was sanctioned.
- (h) That the Mortgagor shall not during the continuance of these presents charge, encumber, alienate or otherwise dispose off the Mortgaged Property.
- (i) Notwithstanding anything contained herein, the Mortgagee shall be entitled to recover the balance of the advance with interest remaining unpaid at the time of his retirement or death preceding retirement from the whole or any specified part of the gratuity that may be sanctioned to the mortgagor.

* Normal rate of interest to be charged under the Rules.

** Here mention the date on which the first installment of the advance is paid to the Mortgagor.

IN WITNESS WHEREOF THE MORTGAGOR has hereunto set his hand and Shri _____ for and on behalf of the SOCIETY Ltd. has hereunto set his hand.

Signed by the said (Mortgagor)



Signed in the presence of :

1 st Witness _____	2 nd Witness _____
Address _____	Address _____
_____	_____
Occupation _____	Occupation _____

Signed by Shri _____ for and on behalf of the Society in the presence of

1 st Witness _____	2 nd Witness _____
Address _____	Address _____
_____	_____
Occupation _____	Occupation _____

* To be filled in by Mortgagor

FROM NO. 4

Please see Rule 8 (c)

FROM OF MORTGAGE DEED TO BE EXECUTED WHEN THE PROPERTY IS LEASE - HOLD

(To be executed on Non-Judicial Stamp paper of requisite value)

This indenture made this _____ day of _____ (MM)
_____ year and _____ between _____ son of
_____ of _____ at present employed as
_____ in the Society (hereinafter called "THE
MORTGAGOR" which expression shall unless excluded by or repugnant to the subject
or context include his/her heirs, executors, administrators and assigns) of the ONE
PART and the National Centre For Antarctic And Ocean Research, a Society registered
under the Societies Registration Act 1860 having its registered office at Headland Sada,
Vasco-Da-Gama, Goa (hereinafter called "THE MORTGAGEE" which expression shall
unless excluded by or repugnant to the subject or context include his successors in office
and assigns) of the OTHER PART.

WHERE AS the borrower has agreed to purchase land at _____ described in the
schedule hereto annexed from _____ (insert name of the Vendor) and has paid
price out of his own funds and obtained possession of the said land. AND WHEREAS
the borrower desires to construct a house on the said land and whereas conveyance of
the said land will be executed in favour of the borrower by the said _____ (insert
name of the Vendor) only when the house is constructed AND WHEREAS the borrower
has under the provision of the rules framed by the Society to regulate the grant of
advances to Society employees for building. Etc of houses (hereinafter referred to as the
"said Rules" which expression shall, where the context so admits, include any
amendment thereof or addition thereto for the time being in force) applied to the Society
for an advance of Rupees _____ and the Society has sanctioned an advance of
Rs. _____ (insert full amount sanctioned) to the borrower side the Society / Project



/ Office letter No. _____ dated _____ a copy of which is annexed to these presents for the purpose aforesaid on the terms & conditions set forth thereon.

AND WHEREAS on the _____ at the time of the drawl of the said loan an agreement was executed by and between the mortgagor and the Mortgagee whereby the mortgagor inter alia undertook to execute a document mortgaging the said flat to the Mortgagee as security for the amount advanced to mortgagor as also for the interest payable for the said amount in the from provided by the said rules.

AND WHEREAS _____ by a deed of conveyance, date the _____ day of _____ executed by and between the _____ Authority of the one part and the mortgagor of the other part for consideration in the said indenture mentioned the Delhi Development Authority sold, transferred and assigned the properties more particularly mentioned in the schedule to the said documents as also the schedule hereunder to the mortgagor on terms and conditions in the said indenture mentioned.

AND WHEREAS the consideration for said transfer was paid by the mortgagor out of the Society's loan of Rs. _____ advanced to him.

NOW THIS INDENTURE WITNESSETH as follows:

- (i)(a) In pursuance of the said Rules and in consideration of the said advance sanctioned/paid by the MORTGAGEE to the MORTGAGOR pursuant to the provisions contained in the said Rules the MORTGAGOR DOTH hereby Covenant with the MORTGAGEE that the Mortgagor shall always duly observe and perform all the terms and conditions the said rules and shall repay to the MORTGAGEE that the said advance of Rs. _____ (Rupees _____ only) by *** _____ monthly installments of Rs. _____ (Rupees _____ Only) from the pay of the Mortgagor commencing from the month of _____ Nineteen hundred and _____ or from the month following the completion of the house, whichever is earlier, and the Mortgagor hereby authorizes the Mortgagee to make deductions from his monthly pay/leave salary/subsistence allowance of the amount of such installment and the Mortgagor shall after paying the full amount of the advance also pay interest due therein in **** _____ monthly installments in the manner and on the terms specified in the said Rules, provided that the Mortgagor shall repay the entire advance with interest in full before the date on which he/she is due to retire from service, failing which the Mortgagee shall be entitled to enforce this security of the Mortgage at any time thereafter and recover the balance of the advance when due together with interest and costs of recovery by sale of the mortgaged property or in such other manner as may be permissible under the law, It will, however, be open to the Mortgagor to repay the amount in a shorter period.

Note : Delete Clause (i)(a) or (i)(b) whichever is inapplicable

- (ii) If the MORTGAGOR shall utilise the advance for a purpose other than that for which the advance is sanctioned or if the MORTGAGOR shall become insolvent or shall case to be in service for any reason other than normal retirement, superannuation or if he / she dies before payment of the advance in full, or if the MORTGAGOR shall fail to observe or perform any to he the terms, conditions and stipulations specified in the said Rules and on his/her part to be observed and performed then and in any such cases the whole of the principal amount of the advance or so much thereof as shall then remain due and unpaid shall become payable forth with to the MORTGAGOR with



interest thereon at * _____ percent per annum calculated from the date of the payment by the MORTGAGEE of the first installment of the said advance. Notwithstanding anything contained herein, if the Mortgagor utilizes the advance for a purpose other than that for which the advance is sanctioned, it shall be open to the Mortgagee to take such disciplinary action against the Mortgagor as may be appropriate under the Rules of service applicable to be Mortgagor.

(iii) In further pursuance of the said Rules and for the consideration aforesaid and to secure repayment of the aforesaid advance and interest as shall at any time or times hereinafter be due to the MORTGAGEE under the terms of these presents the MORTGAGOR doth hereby grant, convey, transfer, assign, and assure unto the MORTGAGEE ALL AND SINGULAR the said Mortgaged property fully described in the Schedule hereunder written together with buildings erected or to be erected by Mortgagor on the said Mortgaged property or any of them belonging TO HOLD the said Mortgaged property with their appurtenances including all erections and building erected and built or to be erected and built hereafter on the said Mortgaged property or materials for the time being thereon unto and to the use of the Mortgagee absolutely forever free from all encumbrances. SUBJECT NEVERTHELESS to the provision for redemption hereinafter contained PROVIDED ALWAYS AND it is hereby agreed and declared by and between the parties hereto that if the MORTGAGOR shall duly pay to the MORTGAGEE the said principal sum and interest hereby secured in the manner herein provided and also the other moneys (if any) determined to be payable by the MORTGAGOR to the MORTGAGEE under the terms and conditions of the said Rules, then the MORTGAGEE will at any time thereafter upon the request and at the cost of the MORTGAGOR recovery, transfer, and reassure the said mortgaged property unto and to the use of the Mortgagor or as he may direct.

(iv) AND IT IS HEREBY EXPRESSLY AGREED AND DECLARED that if there shall be any breach by the MORTGAGOR of the covenants on his/her part herein contained or if the MORTGAGOR shall become insolvent or shall cease to be in service for any reason other than normal retirement / superannuation or if he / she dies before all the dues payable to the Mortgagee under these presents together with interest thereon shall have been fully paid of or if the said advance or any part thereof becomes payable forthwith under these presents or otherwise then and in any of such cases it shall be lawful for the MORTGAGEE without intervention of the Court, to sell the said mortgaged property or any part thereof either together or in parcels and either by public auction or by private contract with power to buy in or rescind any contract for sale or to resell without being responsible for any loss which may be occasioned thereby and to do and execute all such acts and assurances for effectuating any such sale as the MORTGAGEE shall think fit AND IT IS HEREBY declared that the receipts of the MORTGAGEE shall think fit purchase money of the premises sold or any part thereof shall effectually discharge the purchaser or purchasers there from AND IT IS HEREBY declared that the MORTGAGEE shall hold the moneys to arise from any sale in pursuance of the aforesaid power upon TRUST in the first place there out to pay all the expenses incurred on such sale and then to pay moneys in or towards the satisfaction of the moneys for the time being owing on the security of these presents and the balance if any to be paid to the Mortgagor.

(v) The MORTGAGOR hereby covenants with the MORTGAGEE as follows :-



- (a) That the MORTGAGOR now hath in himself/herself good right and lawful authority to grant, convey, transfer, assign and assure and MORTGAGED property unto and to the use of MORTGAGEE in manner aforesaid.
- ****(b) That the Mortgagor shall carry out the construction of the house/additions to living accommodation in the aforesaid house exactly in accordance with the approved plan and specifications on the basis of which the above advance has been computed and sanctioned unless a departure there from is permitted by the Mortgagee. The Mortgagor shall certify, when applying for installments of advance admissible at the plinth/roof level, that the construction is being carried out in accordance with the plan and estimates furnished by him to the Mortgagee, that the construction has reached plinth/roof level and that the amount already drawn out of the sanctioned advance has actually been used on the construction of the house. He/She will allow the Mortgagee to carry out either by himself or through his representative an inspection to verify the correctness of the aforesaid certificates. If a false certificate is furnished by the Mortgagor, he/she will be liable to pay to the Mortgagee forthwith the entire advance received by her/him together with interest thereon at _____ * percent per annum and further will also be liable to appropriate disciplinary action under the rules of service applicable to the Mortgagor.
- (***c)** That the Mortgagor shall complete the construction of the house/addition to living accommodation in the aforesaid house within eighteen months of ** _____ unless an extension of time is allowed in writing by the Mortgagee. In case of default the Mortgagor shall be liable to repay forthwith the entire amount advanced to him together with interest calculated under the said rules, in one lump sum. The Mortgagor shall report the Mortgagee the date of completion of the house and furnish a certificate to the Mortgagee that the full amount of the advance has been utilized for the purpose for which it was sanctioned.
- (d) That the Mortgagor shall immediately insure the house at his own cost, with any of the nationalized Insurance Society, for a sum not less than the amount of the aforesaid advance and shall keep it so insured against loss or damage by fire, flood and lightning as provided in the said Rules till the advance is fully repaid to the Mortgagee and deposit the policy of insurance with the Mortgagee. The Mortgagor shall pay regularly the premium in respect of the said insurance from time to time and will when required produce to the MORTGAGEE the premium receipts for inspection. In the event of failure on the part of the MORTGAGOR to effect the insure the said house at the cost of the MORTGAGOR shall thereupon be liable to pay interest thereon as if the amount of premium had been advanced to him as part of the aforesaid advance at _____ till the amount is repaid to the MORTGAGEE or is recovered as if it were an amount covered by the security of these presents. The Mortgagor, shall give a letter to the Mortgagee as often as required, addressed to the insurer, with which the house is insured with a view to enable the Mortgagee to notify to the Insurer the fact that the Mortgagee is interested in the insurance policy secured.
- (e) That the Mortgagor shall maintain the above said house in good repair at his own cost and shall pay all the Municipal and other local rates, taxes and all other outgoings in respect of the Mortgaged property regularly until the advance has been repaid in full. The Mortgagor shall also furnish to the Mortgagee an annual certificate to the above effect.



(f) The Mortgagor shall afford full facility to the Mortgagee for carrying out inspections after completion of the house to ensure that it is maintained in good condition until the advance has been repaid in full.

(g) The Mortgagor shall refund to the Mortgagee any amount together with interest, if any, due thereon drawn on account of the advance in excess of the expenditure incurred, for which the advance was sanctioned.

(h) That the said Conveyance Deed dated _____ is now valid and subsisting lease of the said Mortgaged property and are in no wise void or voidable and the rents and the covenants and conditions in and by the indenture of lease reserved have been paid, performed and observed up to the date of these presents and that the same is assignable in the manner hereinbefore stated.

(j) That the Mortgagor will so long as any money shall remain owing no security of the said Mortgaged property, hereinbefore expressed to be hereby assigned and in any case for the period of the said arrangement, duly observe all the covenants by the Lease and conditions contained in the said indenture of Lease referred against all actions, suits proceedings, costs, charges, claims and demands which will be incurred or sustained by reasons of the non-payment of the said rent or the breach, non-performance or non-observance of the said covenants and conditions of them.

(j) That the Mortgagor shall not during the continuance of these presents, charge, encumber, alienate or otherwise dispose off the Mortgaged Property.

(k) Notwithstanding anything contained herein, the Mortgagee shall be entitled to recover the balance of the advance with interest remaining unpaid at the time of his retirement or death preceding retirement from the whole or any specified part of the gratuity that may be sanctioned to the mortgagor.

IN WITNESS WHEREOF THE MORTGAGOR has hereunto set his hand and Shri _____ in the Society for and on behalf of the SOCIETY Ltd. has hereunto set his hand.

Signed by the said (Mortgagor)

Signed in the presence of:

1 st Witness _____	2 nd Witness _____
Address _____	Address _____
Occupation _____	Occupation _____

Signed by Shri _____

In and on behalf of the Society in the presence of

1 st Witness _____	2 nd Witness _____
Address _____	Address _____
Occupation _____	Occupation _____

To be filled in by Mortgagor



FORM No. 5
Please see Rule 8 (d)

FORM OF RECONVEYANCE FOR HOUSE BUILDING ADVANCE
(To be executed on Non-Judicial stamp paper of requisite value)

The **DEED OF RECONVEYANCE IS MADE THIS** ____ day of ____ (month) ____ (year) Between the National Centre For Antarctic and Ocean Research, a Society registered under the Societies Registration Act, 1860 having its registered office at Sadaland, Vasco-Da-Gama, Goa (hereinafter called "THE MORTGAGEE" which expression shall unless excluded by or repugnant to the subject or context include his successors in office and assigns) of the ONE PART and ____ of ____ (hereinafter called the Mortgagor which expression shall unless excluded by or repugnant to the subject or context include his/her heirs, executors, administrators and assigns) on the OTHER PART.

WHEREAS by an indenture of Mortgage, dated the ____ day ____ (month) ____ (year) made BETWEEN the Mortgagor of the one part and the Mortgagee of the other part and registered at ____ in Book ____ Volume ____ Pages ____ to ____ No. ____ for (hereinafter called the Principal Indenture). The Mortgagor by the said Principal Indenture mortgaged the property at ____ and more particularly described in the Schedule hereunder written to the Mortgagee to secure an advance of Rs. ____ made by the Mortgagee to the mortgagor.

AND WHEREAS all money due and owing to the security of the PRINCIPAL INDENTURE have been fully paid and satisfied and the Mortgagee has accordingly at the request of the Mortgagor agreed to execute Reconveyance of the Mortgaged premises as is hereinafter contained. Now this Indenture witnesseth that in pursuance of the said agreement and consideration of the premises the Mortgagee doth hereby grant, assign and reconvey unto the Mortgagor. All that the piece of land situated at ____ and comprised in the said Principal Indenture and more particularly described in the schedule hereunder written with their rights, casements and appurtenances as in the Principal Indenture expressed and all the estates, rights, title interest, property, claim and demand whatsoever of the Mortgagee into out of or upon the said premises by virtue of the Principal Indenture to have and to hold the premises here before expressed to be hereby granted, assigned and reconveyed unto and to the use of the Mortgagor for ever freed and discharged from all moneys intended to be secured by the said Principal Indenture and from all actions, suits, accounts, claims and demands for, or in respect of the said moneys or any part thereof, for or in respect of, the Principal Indenture or of anything relating to the premises and the Mortgagee hereby covenants with the Mortgagor that the Mortgagee has not done or knowingly suffered or been party or privy to anything whereby the said premises or any part thereof, are/is or can be impeached, encumbered or effected in title estate or otherwise however. IN Witness whereof the Mortgagee has caused ____ on his behalf to set his hand the day and year first above written.



SCHEDULE ABOVE REFERRED TO

Signed by Shri _____ for and/or behalf of the Mortgagee

Signature
For and on behalf of the Society

In the presence of:

1st Witness _____

2nd Witness _____

Address _____

Address _____

Occupation _____

Occupation _____

FORM No. 6

To be filled by the applicant -Please see Rule 11 (a)

**GRANT OF ADVANCE PURCHASE OF LAND OR PART/FULL
CONSTRUCTION/ENLARGEMENT ETC. OF A HOUSE
APPLICATION FORM**

1. Name (in block letters) _____
2. (i) Post held _____ Division/department. _____
(ii) Length of service on the date of application _____
3. Present Pay / scale of pay _____
4. Date of Joining NCAOR _____
5. Date of retirement/Superannuation _____
6. Amount of Contributory Provident Fund/any other advance/final withdrawal taken for purchase of land/construction (An attested copy of the sanction to be enclosed)

PARTICULARS RELATING TO ADVANCE

7. If advance is needed for purchase of a plot and/or construction of a new house, please give the following information: -



A. PLOT

Location with address	Rural/ Urban	Is it clearly demarcated & developed	Approximate area (in sq. meter)	(a) Cost (b) Amount actually paid	If not purchased when proposed to be acquired	Unexpired portion of lease if not free-hold
1.	2.	3.	4.	5.	6.	7.
				(a) (b)		

B. CONSTRUCTIONS

Floor wise area to Be constructed	Estimated Cost	Amount of advance Required (for Land/construction/both	Number of instalments for repayment
8.	9.	10.	11

8. If advance is required for enlarging the existing house, please state:

Location With address	Plinth Area in sq. mtr	Plinth area Proposed for enlargement (in sq. mtr.)	Cost of construction/aquisition of existing house	Cost of proposed enlargement	Total plinth area (2+3)	Total cost (4+5)	Amount of Advance Required	Number of instalments for repayment
1	2	3	4	5	6	7	8	9

Note: If the enlargement is proposed on any floor other than ground floor, a certificate from an approved Engineer to the effect the foundations of the existing structure can safely take the load of proposed enlargement, should be enclosed.

Location with address	Plinth area	When constructed	Price settled	The agency from whom to be purchased	Amount (a) already paid (b) to be paid	Amount of advance required	Number of instalments for repayment
1.	2	3.	4.	5	6	7.	8.
					(a) (b)		



MISCELLANEOUS

9. If you or any dependent member of your family already own a house, please state:

Location Address	with	Plinth Area (Floor-wise)	Present fair market value	Reasons for acquiring another house of enlarging the existing house
1		2	3	4

10. Have you enclosed (a) the relevant construction plan approved by the Municipal authority concerned and (b) detailed construction estimates based on Central/State P.W.D. Schedule prevailing in the are corrected as per relevant cost of Index duly signed by qualified engineer.

DECLARATION

1. I Solemnly declare that the information furnished by me in reply to the various items indicated above is true and correct to the best of my knowledge and belief.
2. I have read the rules regulating the grant of advance of NCAOR employees for purchase of land and purchase/construction of building etc. and agree to abide by the terms and conditions stipulated therein.
3. I certify that *:
 - (i) My wife/husband is not a Corporation servant/my wife/husband/who is a Corporation servant, has not applied/for and/or obtained an advance under these rules.
 - (ii) Neither my wife/husband/minor child nor I has applied for and/or obtained any loan or advance for requisition of a house in the past from any source-Corporation/Government.
 - (iii) The construction of the house for which the advance has been applied for has commenced on _____(date) and has reached _____stage/has not been commanded.

Station: _____

Signature of the applicant
Designation
Deptt/Section in which employed



(To be completed by the Sanctioning Authority)

I have scrutinized the application of Shri / Shrimati / Kumar _____
(Designation) _____ and have satisfied myself of the correctness of the fact,
etc. stated therein.

My recommendations are as follows:

- ***
- (i) Amount of be approved.
 - (ii) Number of instalments.
 - (iii) Interest.
 - (iv) Amount of Gratuity due on the date of his superannuation.

I have satisfied myself that the application has/will get a clear unencumbered title to the property.

Date _____

Signature _____
Name & Designation

- Strike out the alternative (s) not applicable
- Certified that the amount of monthly deduction suggested at above falls within the paying capacity of the applicant.

FORM NO 7

Please see rule 11(a)(i)

AFFIDAVIT

I _____ son of _____ resident of _____ and
employed as _____ with NCAOR do hereby solemnly affirm and declare as
under:

1. That I hold a clear and marketable title in respect of _____
(Give necessary details of plot/house).
- 2) That there is absolutely no encumbrance, charge or mortgage on the property described hereinabove, and the said property is not subject to any pending litigation or attachment from Courts or Income Tax and other Government Department.

Deponent

Verification

I _____, the above named deponent do hereby verify that the
declarations made above are true and correct to my knowledge and no part of it is
false and nothing has been concealed there from.

Deponent



FORM NO 8

Please see rule 11(a)(ii)

NON-ENCUMBRANCE CERTIFICATE

It is certified that after investigation from the records of the Office of the Registrar/ Sub-Registrar _____ and on the basis of information gathered from the Sworn declaration made by Shri/Shrimati _____ s/o W/o _____ Resident of _____ that the property

Described hereunder:

Plot/House bounded as

North

South

East

West

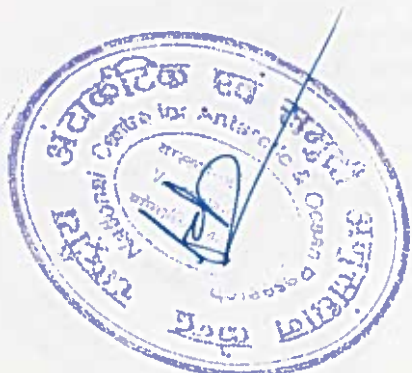
Vide conveyance deed number _____ dated _____ measuring _____ square meters situated at _____ within the limits of Municipal

Committee _____ is the absolute property of Shri/Shrimati _____ S/o W/o _____ Resident of _____ and is not a Joint Family Property. The said property is free from all encumbrances and attachment for the last 123 years and the said Shri/Shrimati _____ has a clear and marketable title to the said property.

Registrar / Sub-Registrar

Place

Date



NATIONAL CENTRE FOR ANTARCTIC AND OCEAN RESEARCH

Date: _____

No. _____

OFFICE ORDER NO.

SUB: Grant of House Building Advance

Sanction of the Competent Authority is hereby conveyed under the Society's Rules for Grant of an advance of Rs. _____ (Rupees _____ only) to Shri _____ Designation _____ Department _____ for the following purpose: -

- (a) Construction of a new house including acquisition of land) on Plot No. _____ Block No. _____ City _____ District _____ provided floor area of the house to be constructed is not less than 22 sq. meters; or
- (b) Purchase of a ready built house/ownership flat from a Public Housing Agency etc. provided (i) the purchase is an outright one and not on hire purchase basis and (ii) the employee gets a clear title and the right to mortgage the house/flat; or
- (c) Enlarging the existing house owned by the employee, House No _____ lane _____ city and District _____

2. The advance is sanctioned on the following terms and conditions:

Types of cases	For plot purchases	Installments for Constructions, after allotting a portion, if any, for purchase of a plot.			
		1 st	2 nd	3 rd	4th
Single storied House					
(a) Construction	--	40%	40%	20%	--
(b) Enlarging	--	40%	40%	20%	--
(c) Purchase of land and construction	20% or actual cost of the plot which ever he less	30%	25%	25%	--

* Strike out whichever is not applicable.

- 2(a) The amount of the advance together with interest thereon shall be recovered in full before the superannuation of Shri _____ and will be recovered in _____ (indicate the total number of instalments) month instalment of Rs _____ towards the principal & _____ monthly instalments of Rs _____ towards interest. The rate of interest shall be at the Central Government rate of interest for house building advance in-force on the date of the sanction for this advance. The competent authority will allow a rebate of 1 ½% per annum if the conditions attached to the sanction including those relating to the recovery of the amount are fulfilled completely to its satisfaction. The portion of the advance carrying the higher rate of interest shall be treated as being recovered first for the purpose. The recover of the advance shall commence from the pay of the officer for the month of _____



2 (b) Shri _____ shall incorporate a suitable clause in the prescribed Mortgage Deed form to the effect that he will construct the house within the prescribed time limit by _____ (mention name of the agency such as DDA etc., if involved) or 18 months from the drawal of first instalment, whichever is earlier.

3. The grant of the advance is subject to the following further conditions: -

(a) He shall establish his clear and marketable title to the land to the satisfaction of the Society and shall keep the said land free from all encumbrances, charges, lien and attachment till the principal amount and interest due thereon is paid to the Society. Any deviation or violation of this condition or any other laid down herein or in other deeds and documents executed by Shri _____ shall render the amount of advance and interest due payable immediately besides any other action that may be deemed necessary and taken by the Society.

(b) He shall mortgage in favour of the Society (i) the land purchased by him along with the house to be built thereon where such mortgage is permitted by the terms of the sale of land. In case where the terms of sale do not vest the title in the purchaser till the house is erected on the land he shall execute an agreement with the Society agreeing to mortgage the land, together with the house to be built thereon as soon as the house has been built and the title to the property is complete; or (ii) the ready built house/flat immediately after its purchase.

(c) The construction of the house of which advance has been drawn shall commence within 30 days from the date of actual drawal of advance. The sanctioning authority may, however, extend this time limit for a period not exceeding one month on the merits of each case.

(d) The construction of the house shall be carried out exactly in accordance with the approved plan and specifications on the basis of which the above advance has been computed and sanctioned unless a departure there from is permitted by the competent authority. Shri _____ shall certify, when applying for the instalments of advance admissible at ** plinth level/roof level of the ** ground floor/ that the construction is being carried out strictly in accordance with the plan and estimates furnished by him to the Society that the construction has reached the plinth level/** roof level of the ** roof level of the ** ground floor/** and that the amount already drawn out of the sanction advanced has actually been used on the construction of the house.

(e) The construction of the house shall be completed within 18 months of the date on which the first instalment of the advance is drawn by _____ Shri _____ or within a time limit prescribed by _____ (mentioned name of the agency such as DDA etc. if involved) whichever is earlier unless an extension of time is allowed by the Society in writing.

Failure to do so will render him liable to refund the entire amount advanced to him together with interest calculated under the said rules, in one lump sum. The Mortgagor shall report to the mortgage the date of completion of the house and furnish a certificate to the mortgage the date of completion of the house and furnished a certificate to the mortgage that the full amount of the advance, has been utilised for the purpose for which it was sanctioned.



- (f) Immediately on completion of the house Shri _____ shall insure the house, at his own cost, with any of the Nationalized Insurance Companies for a sum not less than the amount of the advance of Rs _____ against damage by fire, flood and lighting and shall keep it insured, and deposit the policy with the Society till the advance is fully repaid to the Society along with interest. Shri _____ should also furnish to the Society a letter (as prescribed in Form No. 13) to the Insurer with whom the house is insured, to notify to the latter the fact, that the Society is interested in the Insurance Policy secured. In the case of insurance effected on annual basis, this process should be repeated every year until the advance along with interest has been fully repaid to the Society. The house must be maintained in good repair by Shri _____ at his own cost. He shall keep it free from all encumbrances, and shall continue to pay all the Municipal and other local rates and taxes regularly at least till the advance has been repaid to the Society in full together, with interest.
- (g) After completion of the house, annual inspection shall be carried out by an authorized officer of the Society and Shri _____ should provide necessary facility for these inspection to the officer designated for the purpose.
- (h) In case Shri _____ does not repay the balance of the advance and interest due to the Society on or before the date of retirement/death, it shall be open to Society to enforce the security of the mortgage at any time, thereafter and to recover the balance of the advance due together with the interest and cost of recovery, by sale of the house or in such the manner as may be permissible under the law. It shall also be open to the Society to recover the balance of advance and interest thereon from the Gratuity and other dues payable in respect of Shri _____.
- (i) The utilization of the advance for the purpose other than that, for which it is sanctioned, shall render Shri _____ liable to disciplinary action under Conduct. Discipline and Appeal Rules of the Society apart from his being called upon to refund to the Society forthwith, the entire advance drawn by him together with penal interest at bank rate thereon, in one lump sum.
- (j) *Shri _____ shall submit a letter of Assurance from _____ (fill in the name of Public Housing Organisation) and it shall grant permission to Shri/Shrimati _____ for mortgaging the building/flat/plot as the case may be, after completion.
- (k) Shri _____ shall have to submit an undertaking (in the proforma at Form 7-A) along with other papers/documents before disbursement of first instalment of the advance, indicating therein that he has read and understood House Building Advance Rules or the House Building Advance Rules have been read over to him and he understands the same and the terms and conditions laid down in the Sanction Order and shall abide by these provisions.

SANCTIONING AUTHORITY

Copy to:

- 1.
- 2.
- 3.



- (f) Immediately on completion of the house Shri _____ shall insure the house, at his own cost, with any of the Nationalized Insurance Companies for a sum not less than the amount of the advance of Rs _____ against damage by fire, flood and lighting and shall keep it insured, and deposit the policy with the Society till the advance is fully repaid to the Society along with interest. Shri _____ should also furnish to the Society a letter (as prescribed in Form No. 13) to the Insurer with whom the house is insured, to notify to the latter the fact, that the Society is interested in the Insurance Policy secured. In the case of insurance effected on annual basis, this process should be repeated every year until the advance along with interest has been fully repaid to the Society. The house must be maintained in good repair by Shri _____ at his own cost. He shall keep it free from all encumbrances, and shall continue to pay all the Municipal and other local rates and taxes regularly at least till the advance has been repaid to the Society in full together, with interest.
- (g) After completion of the house, annual inspection shall be carried out by an authorized officer of the Society and Shri _____ should provide necessary facility for these inspection to the officer designated for the purpose.
- (h) In case Shri _____ does not repay the balance of the advance and interest due to the Society on or before the date of retirement/death, it shall be open to Society to enforce the security of the mortgage at any time, thereafter and to recover the balance of the advance due together with the interest and cost of recovery, by sale of the house or in such the manner as may be permissible under the law. It shall also be open to the Society to recover the balance of advance and interest thereon from the Gratuity and other dues payable in respect of Shri _____.
- (i) The utilization of the advance for the purpose other than that, for which it is sanctioned, shall render Shri _____ liable to disciplinary action under Conduct. Discipline and Appeal Rules of the Society apart from his being called upon to refund to the Society forthwith, the entire advance drawn by him together with penal interest at bank rate thereon, in one lump sum.
- (j) *Shri _____ shall submit a letter of Assurance from _____ (fill in the name of Public Housing Organisation) and it shall grant permission to Shri/Shrimati _____ for mortgaging the building/flat/plot as the case may be, after completion.
- (k) Shri _____ shall have to submit an undertaking (in the proforma at Form 7-A) along with other papers/documents before disbursement of first instalment of the advance, indicating therein that he has read an under stood House Building Advance Rules or the House Building Advance Rules have been read over to him and he understands the same and the terms and conditions laid down in the Sanction Order and shall abide by these provisions.

SANCTIONING AUTHORITY

Copy to:

- 1.
- 2.
- 3.



FORM NO. 9 A

(Please see para 3(k) of Sanction Order)

**UNDERTAKING TO BE FURNISHED BY THE EMPLOYER BEFORE
DISBURSEMENT OF FIRST INSTALMENT OF THE ADVANCE**

I, Shri _____ Son of _____ certify that I have read and understood the House Building Advance Rules and the terms and conditions laid down in the office order number _____ dated _____ regarding grant of House Building Advance tome. I shall abide by the Rules and the terms and conditions of the Office Order Number _____ dated _____. Or

I, Shri _____ son of _____ certify that the House Building Advance Rules and the terms and conditions laid down in the Office Order Number _____ dated _____ regarding grant of House building advance tome have been read over to me and I have understood the same. I shall abide by the rules ibid and the terms and conditions of office order dated _____.

Signatures
Name & Designation:

Place

FORM NO. 10

(Please see Rule 11(c))

INDEMNITY BOND

(To be executed on a non-judicial stamp paper of a requisite value)

THIS INDEMNITY BOND executed on this _____ day of _____ Month _____ Year _____ at _____ by Shri _____ S/o _____ resident of _____ (hereinafter referred to and called "the Obligor", in favour of the National Centre For Antarctic & Ocean Research., a Society registered under the Societies Registration Act 1860, and having its registered office at Headland Sada, Vasco-Da-Gama, Goa hereinafter referred to and called "the Society"). The two expressions "the Borrower" And "the Society", shall unless these be repugnant to the subject or context hereof, include their respective successors in interest, official liquidators, permitted assigns etc.

WHEREAS the Society vide sanction order No. _____ dated _____ has sanctioned the House Building Advanced to the obligor for the purpose of getting his name registered under the _____ Self Financing Scheme for the allotment of a residential flat.

AND WHEREAS, the obligor has agreed to receive the said advance for the purpose as mentioned hereinabove and has separately executed an agreement therefor with the Society, a copy of which is annexed hereto as an integral part to this Bond.

AND WHEREAS, the obligor besides the other deeds and documents as mentioned in the sanction order, has agreed to furnish the Society as "indemnity Bond" as herein contained.



NOW, this deed of Indemnity witnesseth that in consideration of the Society having agreed to grant the advance as stipulated in sanction Order No. _____ dated _____

the obligor named above hereby covenants that he shall use and utilise the said advance only for the purpose as mentioned hereinabove and also comply with all the terms and stipulations as contained in the sanction order, deeds and documents executed by him in this regard. The obligor also further covenants that he shall at all times, on demand and without demur indemnify and also keep harmless and said Society against all losses, damages, claims and demands whatsoever which may suffered by or brought or made against the Society as consequence of his failure to abide by or violating the term and stipulation and/or on the happening of any events as contained in the documents separately executed by the borrower in consideration of said advance.

BUT SO NEVERTHELESS, that if the obligor shall die or become insolvent or at any time cease to be in the service of the Society, the whole or so much of the said advance together with interest as shall then remain unpaid forthwith become due and payable to the Society and recoverable in one instalment by virtue of this Bond.

The obligor shall not be discharged or released from his obligations in any manner by any indulgence shown or forbearance extended to him by the Society for any reason or of any kind.

IN WITNESS WHEREOF the obligor has executed these present on the _____ day of _____ one thousand nine hundred and _____ and executed by _____

Obligor herein in the presence of:

(Signature of Obligor)
Name & Designation

Witness:

1. Signature _____
Address _____
Occupation _____
2. Signature _____
Address _____
Occupation _____

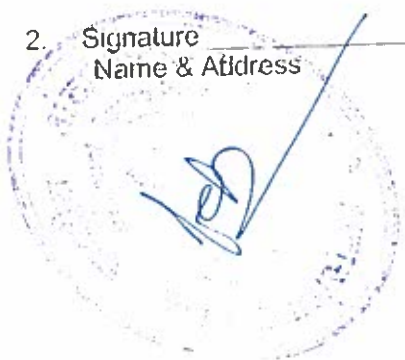
ACCEPTED FOR AND ON BEHALF OF THE SOCIETY BY
In the presence of:

Name & Designation

Signature

Witness:

1. _____
2. _____
1. Signature _____
Name & Address _____
2. Signature _____
Name & Address _____



FORM NO 11

LETTER OF AUTHORITY FOR COLLECTING DUES FROM GRATUITY FUND
DUES AND OTHER DUES

Please see rule 11(e)(vi)

(To be executed on Non-Judicial Stamp Paper of requisite value)

The Director,
National Centre for Antarctic & Ocean Research,
Headland Sada
Vasco-Da-Gama, Goa

Sub: Advance of Rs. _____ (Rupees _____ only) from National Centre for
Antarctic and Ocean Research.

Sir,

Irrespective of any securities, guarantees and other rights provided to you by me and/or available to you under the law for enforcement of my advance of Rs. _____ (Rupees _____ only) with all agreed interests and costs charges and expenses which have already obtained from you for building/constructing/buying/acquiring my house/land/flat/tenement at _____ and/or for enforcement for the said securities and guarantees etc. against me. I do hereby irrespective of my any nominations, irrevocably authorize you to collect, realize, receive and accept from the Gratuity Fund of which I am a member and to which I will be entitled to all of my dues or sums payable to me by them or you on my ceasing to be an employee of the Society or on my retirement discharge or otherwise and/or to hold and retain and appropriate or otherwise adjust the same and/or any bonus and salary or wages payable to me with full power to set off such dues of sums or bonus and salary or wages against or in satisfaction of my said loan amount of Rs. _____ (Rupees _____ only or any part or parts thereof, which will for the time being remain unpaid withal agreed interest, costs, charges and expenses without any demur and/or without any objection and without any recourse to me or to my heirs, successors and nominees, legal representatives and assigns AND this arrangement will bind your successors and assigns and my heirs, successors, nominees and legal representatives.

Yours faithfully,

WITNESS

Signature
Name & Designation
Address

Signature
Name & Designation
Address



FORM NO 12
Please see rule 13(c)(i)

**ANNUAL CERTIFICATE REGARDING PROPER MAINTENANCE OF THE HOUSE
AND PAYMENT OF MUNICIPAL TAXES ETC REGULARLY**
(To be submitted to the Sanctioning Authority)

CERTIFIED THAT

- (a) During the year _____, I have paid Municipal and other taxes as are levied on the house constructed / flat purchased.
- (c) The house/flat has been maintained in proper condition.

Signature
Name & Designation
Date:

FORM NO 13
Please see rule 13(c)(i)

**FORM OF REPORT TO THE PRESCRIBED AUTHORITY AFTER
COMPLETION OF THE BUILDING/ENLARGEMENT OF A HOUSE**

To _____

Sir,

Vide my application-dated _____ I had applied for sanction of advance for _____ and that sanction was accorded vide office order number _____ dated _____. The House has since been completed and I enclose a valuation report duly certified by (Name of firm of Civil Engineers or Civil Engineer of repute)

Yours faithfully

Date:

Signatures
Name & Designation



VALUATION REPORT

I/We hereby certify that I/We have valued house * _____ constructed by Shri/Shrimati _____ and I/We give below the value at which I/We estimate the cost of the house under the following headings:

HEADINGS

COST (In Rs.)

1. Bricks
2. Cement
3. Iron & Steel
4. Timber
5. Sanitary fittings
6. Electrical fittings
7. All other special fittings
8. Labour charges
9. All other charges
- Total value of the house

Date

Signatures of the Valuation Authority
Name, Address and Stamp

* Here enter details of the House.

FORM NO. 14

(Please see Rule 14)

FORM OF LETTER FOR INTIMATION TO _____ (Fill in the full particulars of the Nationalised Insurance Society with whom the house is to be insurance) SOCIETY'S INTREST IN INSURANCE POLICIES OF HOUSE CONSTRUCTES/PURCHASED WITH HOUSE BUILDING ADVANCE ADMISSIBLE UNDER THE RULES.

From

To

Dear Sir,



I am to inform you that the National Centre for Antarctic & Ocean Research, Goa (NCAOR) is interested in House Insurance Policy No. _____ secured from your company and to request that you will kindly insert a clause to the following effect in the Policy.

FORM OF CLAUSES TO BE INSERTED IN THE INSURANCE POLICY

1. It is hereby declared and agreed that Shri _____ (the owner of Building bearing Municipal No. _____ (hereinafter referred to as the insured in the Schedule to this Policy) has mortgaged the house to the NCAOR (hereinafter called the SOCIETY) as security for an advance for the construction of the house and it is further declared and agreed that the SOCIETY is interested in any moneys which but for his endorsement be payable to the said Shri _____ (the insured under this Policy) in respect of the loss or damage to the said house (which loss or damage is not made good by repairs, reinstatement or replacement) and such moneys shall be paid to the SOCIETY as long as he is the Mortgagee of the house and his receipt shall be full and final discharge to the Insurance Society in respect of such loss or damage.
2. Save as by this endorsement expressly agreed, nothing herein shall modify or affect the rights or liabilities of the insured or the Insurance Society respectively, under or in connection with this policy or any terms, provisions or conditions thereof.

Yours faithfully

Date:

(Signatures of Policy Holder)
Name & Address

Date:

Place:

Forwarded. The receipt of the letter may kindly be acknowledged. It is also requested that the undersigned may kindly informed whenever any claim is paid under the policy and also if the premium is not paid periodically for renewal.

Place:

Date:

(Designation of the
Controlling Officer/Head of the Department

