



Thursday, 28<sup>th</sup> March, 2019

Regulation No. 3 of 2019

**University Non-Teaching Employees' Welfare Fund Regulation, 2019**

Whereas, the Rule No. 4/2012 and amending Rule No. 7/2013 in respect of University Non-teaching Employees' Welfare Fund are in existence and these Rules are required to be amended;

AND

Whereas, the Management Council in its meeting dt. 7/12/2017 vide item No. 170 resolved that the Rules in existence be treated as Regulations in tune with the provisions of the Maharashtra Universities Act, 2016;

AND

Whereas, in view of the decision of the Management Council dt. 6/12/2017, it is expedient to convert the Rule No. 4/2012 and amending Rule No. 7/2013 along with certain amendments into the Regulations, the Management Council is hereby pleased to make the following Regulation :

1. These Regulations may be called "University Non-Teaching Employees' Welfare Fund, Regulations, 2019"
2. These Regulations shall come into force with effect from the date of its approval by the Management Council.
3. **Creation of Fund :**

University shall create a fund called "University Non-Teaching Employees' Welfare Fund" out of the following receipts :

- (a) *Deduction of Rs. 200/- annually from the salary payable to university non-teaching employees for the month of March of every calendar year.*
- (b) Deduction of 5% of the net amount from Overtime Allowances payable to university non-teaching employees, and 3% of the substitute allowance payable to the university non-teaching employees,
- (c) Donations, if any, received from the Government, University, Colleges, and from other sources towards this fund;
- (d) Interest on investments made from out of this fund.

4. **Objects :**

The fund shall be utilised for giving financial assistance to the university non-teaching employees and their dependents. The term "University Non-Teaching Employee" includes all employees appointed substantively, excluding teachers and other academic staff.

5. **Mode of Financial Assistance :**

The financial assistance will be made either by way of loan with or without interest or as an outright grant as provided in para 8 and 12 respectively.

6. **Administration of the fund :**

- (i) The fund shall be administrated by a Committee called "University Non-Teaching Employees' Welfare Fund Committee" consisting of the following :-
  1. Vice-Chancellor, Ex-officio Chairman,
  2. One person nominated by the Management Council from amongst its members.
  3. A person who is nominated by the Vice-Chancellor from amongst the non-teaching employees on the Senate,
  4. President of university non-teaching employees union,
  5. President of university employees co-operative society,
  6. *Finance & Accounts Officer of the university, who shall act as a Ex-officio Treasurer of this fund.*
  7. *Registrar of the university shall be the Member Secretary*

- (ii) The person shall cease to be a member of this committee as soon as he/she ceases to be a member of the authority /office.
- (iii) No T.A. and D.A. or Local Conveyance Allowance shall be payable to the members. (Outstation member of the committee will be paid T.A. by bus only and D.A. as per rules from this fund).
- (iv) The quorum of the committee will be of 5. The Committee will meet as often as desired by the Chairman but it must meet at least once in a year.
- (v) In case of emergency and when it is not expedient to call the meeting of the committee, the Chairman may sanction loans or Out-right grants upto a limit as prescribed in para 8 and 12 and report to the committee at its next meeting.

7. **Operation of the Fund :**

- (i) *For all money received, regular money receipts shall be issued.*
- (ii) *Separate Saving Bank Account shall be opened in one of the nationalised banks in the name of "Sant Gadge Baba Amravati University Non-Teaching Employees' Welfare Fund" to which all amounts received shall be credited as per the provisions of Accounts Code. The Saving Bank Account shall be operated as per Accounts Code.*
- (iii) *Separate Account Books shall be maintained and at the close of each year, final accounts shall be prepared and got audited from university auditors. The annual accounts shall be submitted to the University Non-Teaching Employees Welfare Fund Committee. The audited accounts shall be incorporated in the Annual Accounts of the University.*

8. **Grant of Loans :**

- (i) Any non-teaching employee of the university in need of a loan **form** this fund shall submit his application through proper channel to the Chairman in the form prescribed for the purpose. The application for loan **form** the fund should be accompanied by an irrevocable authority authorising the employer to deduct from the applicant's salary and other payments due, the installments of the loan and interest thereon for payment towards the University Non-Teaching Employees' Welfare Fund.
- (ii) No fresh loan shall be sanctioned unless the previous loan, if granted, is recovered in full with interest.
- (iii) *The maximum loan that can be sanctioned to a non-teaching employee of the university shall be Rs. 25,000/-. However, The amount of loan in case of the following cases/diseases shall be upto maximum of Rs.50,000/-. The recovery of loan and interest thereon shall be made in not more than 40 equal monthly instalments from the salary of the month next to that of disbursement of loan. As soon as loanee ceases to be a non-teaching employee of university shall be liable to refund the entire balance of loan immediately.*

१. अपघात(Accident), आघात संलक्षण(Shock Syndrome), इत्यादी आणि रक्तवाहीनीशी संबंधित(Cardiological & Vascular).
२. गर्भपात(Abortions),
३. जोरदार रक्तस्राव (Severer haemorrhage),
४. गॅस्ट्रो एन्ट्रायटिक्स (Gastro Entireties),
५. जननमुत्र आकस्मिक आजार (Gentito-urinary emergency),
६. ब्रेन ट्युमर (Brain Tumour),
७. भाजने (Burns),
८. मज्जारज्जु संबंधात अकस्मिक आजार(Spinalcord)
९. प्राणी चावल्यामुळे होणारी विषबाधा
१०. रसायनामुळे होणारी विषबाधा
११. हृदय शस्त्रक्रिया (Heart Surgery),
१२. हृदय उपमार्ग शस्त्रक्रिया (Bye pass Surgery),
१३. ॲन्जिओप्लास्टी शस्त्रक्रिया (Angioplasty Surgery),
१४. मुत्रपिंड प्रतिरोपण शस्त्रक्रिया (Kidney Transplantation),
१५. सर्व प्रकारचे कर्करोग (All Types of Cancer),

- (iv) The applicant who is permanent in service should have put in atleast 2 years continuous service as non-teaching employee of the university on the date of application for the loan.
- (v) The applicant for loan should provide a surety by another non-teaching employee of the university who is permanent in service and is not likely to retire from the service within 4 years from the date of application for loan.
- (vi) The applicant shall specify in his application for loan the names and addresses of his successors, their ages, relations with the applicant and who, from amongst them, are dependents. Similarly, the applicant shall indicate his total monthly emoluments and full particulars of deduction therefrom and the net salary he is drawing. Besides, he will also state whether he has obtained loans from other sources like Banks, Co-operative Society etc. and what are the monthly installments due to be paid in respect of each such loan.
- (vii) The university non-teaching employee applying for loan and his surety shall have to execute the "Bond" on Stamp Paper in the prescribed *form*. This Bond shall be counter-signed by the Registrar. The applicant shall submit this Bond to the university on receipt of intimation that the loan is sanctioned to him.
- (viii) *The Registrar shall certify that the details given in the application are verified and found correct and that the loan, if sanctioned, will be recovered from the applicant's salary regularly from his salary bill and the deduction so made shall be refunded to this fund promptly.*
- (ix) *In the event of death / retirement of loanee before repayment of loan and interest thereon in full, the amount alongwith the interest shall be recovered from the dues payable to the loanee after his death and retirement. In the event of non recovery from the dues, the surety shall be liable to pay the balance of loan and interest. The Registrar shall immediately start recovery of the loan and interest thereon from the salary of the surety.*

9. **Rate of Interest on Loan :**

*The rate of interest on loans shall be decided by the University Non-Teaching Employees' Welfare Fund Committee from time to time. Whenever, the rate of interest is changed, the change shall be effective from the beginning of the next financial year. The rate of interest whenever changed, shall be circulated to all non-teaching employee well in time. Normally, the rate of interest so fixed shall not exceed the rate of interest payable on the Provident Fund.*

10. **Purpose of Loan :**

Loan may be paid to an individual under the following circumstances :-

- (i) In the event *of* accident or serious illness to himself, his wife, dependent children and dependent parents.
- (ii) For any other reason which the University Non-Teaching Employees' Welfare Fund Committee deems fit.

11. **Disbursement of Loan :**

Actual disbursement of loan may take place from the 2nd next financial year coming after the approval of these Rules.

12. **Out-right Grant :**

*In the event of death of the University Non-Teaching Employees before retirement, an outright grant of Rs. 10,000/- shall be paid to his wife/her husband or in her/his absence to the legal heirs of the deceased.*

*For claiming this ex-gratia payment of Rs. 10,000/- the Registrar shall inform in Writing to the chairman of the 'Non-Teaching Employee' Welfare Fund Committee about the death of the said employee. He will also inform the name of deceased employee's wife/husband or in her/his absence the legal heirs in whose favour the payment shall be made immediately and the matter shall be reported to committee at its next meeting.*

FORM OF APPLICATION

From :

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To,

The Vice-Chancellor and Chairman  
Non-Teaching Employees' Welfare Fund Committee,  
Sant Gadge Baba Amravati University, Amravati.

**Subject : Application for grant of loan from the Non-Teaching Employees Welfare Fund.**

Sir/Madam,

I, the undersigned, request that a loan of Rs. ----- may be *sanctioned* and paid to me from the Non-Teaching Employees' Welfare Fund. The details of the information required for this purpose are given below :-

1. Full name of the applicant : -----

2. Permanent Address : -----  
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3. Present Address : -----  
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4. Date of Birth : -----

5. Name of the Section/Department where serving : -----

6. Date of appointment in the university. : -----

7. Whether permanent or temporary. : -----

8. Total Salary (in Rs.) : -----

9. Details of deduction from the salary : -----

10. Particulars of loans, if any, obtained from other sources and monthly payments for the refund of these loans. : -----  
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11. Names of the dependents, their relation with the applicant and age.

Name	Relation	Age
-----	-----	-----
-----	-----	-----

12. Names of the dependents in whose favour nominations have been given in the declaration form in respect of retirement benefits. (Names to be given in order of preferences and the share of each)

1. ----- 4. -----  
2. ----- 5. -----  
3. ----- 6. -----

13. *The purpose for which the loan is required* .....

14. The name and address of the surety :

Name : -----

Address : -----

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*I hereby submit that the informations given above are true to my knowledge and I shall abide by the Rules of Non-Teaching Employees' Welfare Fund. In case of default, the Finance and Accounts Officer, Sant Gadge Baba Amravati University, who is the Treasurer of the Non-Teaching Employees' Welfare Fund Committee, shall have a legal right to recover the balance of loan and interest thereon from me and surety.*

I request, that the loan applied for may please be sanctioned and paid to me at your earliest.

Yours faithfully,

Place :

Date :

-----  
Signature of the Applicant.

#### DECLARATION BY THE SURETY

I hereby declare that I am serving in Sant Gadge Baba Amravati University as -----  
(Designation) *since* ----- (Date of appointment) I am a permanent employee of  
the University. My date of *superannuation* is ----- I agree to stand as surety for the loan  
applied for by Shri/Smt.----- and undertake to  
refund this loan with interest *thereon* in full in the event of default.

Place :

Date :

Signature of the Surety

#### (TO BE FILLED IN BY REGISTRAR OF THE UNIVERSITY)

I have verified the details given by Shri/Smt.----- and certify that these  
are correct as per the university record. The details given by the surety are also correct as per the  
university *record*.

I hereby declare that the loan, if sanctioned and paid, shall be recovered from the salary of the  
applicant and in case of default, from the salary of the surety.

I recommend that the loan applied for may please be sanctioned.

Place :

Date :

Signature of the Registrar

ON STAMP PAPER

**INDEMNITY BOND WITH SURETY**

Whereas I \_\_\_\_\_ (Name of the Debtor) (hereinafter referred to as the debtor) (s/o \_\_\_\_\_ is an employee of Sant Gadge Baba Amravati University, Amravati. hereinafter referred to as the university)

AND

Whereas the debtor had on dated \_\_\_\_\_ applied to the university to grant him a loan of Rs. \_\_\_\_\_ from the Non-Teaching Employees Welfare Fund of the university.

AND

Whereas the university (hereinafter referred to as the creditor) has agreed to advance to the debtor a loan of Rs. \_\_\_\_\_ on the express condition that the said debtor should execute a bond in terms set forth herein to guarantee the payment of the said sum in installments as mentioned hereunder to provide one solvent surety to ensure prompt payment,

AND

Whereas at the request of the debtor and in consideration of the creditor advancing the aforesaid loan \_\_\_\_\_ (Name of surety) (hereinafter referred to as the surety) s/o \_\_\_\_\_ has agreed to stand surety from the due fulfilment of the terms and conditions of this bond :

Now the debtor \_\_\_\_\_ (Name of Debtor) aforesaid hereby agrees and binds himself to repay the said sum of Rs. \_\_\_\_\_ with interest at the rate \_\_\_\_\_ in installment of Rs. \_\_\_\_\_ per month recoverable from his salary until the whole amount due to the said creditor is paid. The first installment shall be payable on \_\_\_\_\_ day of each **calender** month. In the event of non-payment of any one installment by the debtor or any installment remaining in arrears, the whole amount remaining unpaid and due shall become recoverable at once in lumpsum from the debtor.

And the surety hereby agrees that in case the aforesaid debtor shall fail to pay on demand the said sum, the surety Shri / Smt. \_\_\_\_\_ s/o \_\_\_\_\_ shall without objection pay the said dues of the said debtor Shri/Smt. \_\_\_\_\_ (Name of Debtor) and the creditor shall be entitled to recover the said amount from the surety in one lumpsum. The aforesaid surety further agrees that his/her **liability to repay** the said amount shall be co-extensive with that the debtor.

In witness whereof the said \_\_\_\_\_ (Name of Debtor) and \_\_\_\_\_ surety for the said \_\_\_\_\_ (Debtor) hereby execute this bond in the presence of the witness whose attestation is subscribed below :-

Witness

1. \_\_\_\_\_

2. \_\_\_\_\_

(Signature of Debtor)

Place : \_\_\_\_\_

Date : \_\_\_\_\_

(Signature of Surety)

Countersigned

(Registrar of the University)