

# DIBRUGARH UNIVERSITY

## PENSION-Cum-G.P.F RULES, 2013

(Rules approved by the Executive Council in its 320<sup>th</sup> meeting held on 13.08.2013  
as per amendment of the Dibrugarh University Act, 1965 vide Gazette  
Notification No 216, dated Dispur, 30<sup>th</sup> May, 2013.)

### 1. Title and commencement

- (i) These rules shall be called the “Dibrugarh University Pension-cum-G.P.F Rules.”
- (ii) These rules shall come into force with effect from 1<sup>st</sup> April, 2013

### 2. Definitions

In these rules unless there is anything repugnant in the subject or context:

- 2.1 ‘University’ means the Dibrugarh University.
- 2.2 ‘Executive Council’ means the Executive Council of the Dibrugarh University.
- 2.3 ‘Emoluments’ means emoluments which an employee was receiving monthly immediately before the date of his retirement or relinquishment of service and includes:
  - (a) Pay
  - (b) Personal pay which has been granted in lieu of loss of pay
  - (c) Special pay attached to a post and
  - (d) Half of
    - (i) The difference between his substantive and the pay actually drawn in higher officiating or temporary appointments;
    - (ii) Special pay other than that referred to in clause (c) above
    - (iii) Personal pay other than that referred to in clause (b) above.
- 2.3.1 “Emoluments for the above purpose shall be the emolument drawn on the date immediately preceding the date of proceeding on leave”.
- 2.3.2 ‘Average emoluments’ means the average of the emoluments as defined above, calculated in respect of the last ten complete month of service.

## 2.4 Family means

- (a) In the case of a male subscriber, the wife or wives and children of a subscriber and the widow or widows and children of a deceased son of the subscriber. Provided that if a subscriber proves that his wife has been judicially separated from him or has ceased under the customary law of the community to which she belongs to be entitled to maintenance, she shall henceforth be deemed to be no longer a member of the subscriber's family in matters to which these rules relate, unless the subscriber subsequently intimates in writing to the Registrar that she shall continue to be so regarded.
- (b) In the case of a female subscriber – the husband and children of the subscriber, and the widow or widows and children of a deceased son of the subscriber.

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

Note: 'Child' means a legitimate child and includes an adopted child where adoption is recognized by the personal law governing the subscriber.

2.5 'Fund' means the General Provident Fund and the Pension Fund of the University.

2.6 'Leave' means any kind of leave recognized by the University.

2.7 'Pay' means the amount drawn monthly by an employee as pay which has been sanctioned for the post held by him substantively or in an officiating capacity and includes special pay and personal pay, if any.

2.8 'Personal pay' means additional pay granted to an employee of the University:

- (a) To save him from a loss of substantive pay in respect of a permanent post owing to a revision of pay or to any reduction of such substantive pay otherwise than as a disciplinary measure;
- (b) In exceptional circumstances on other personal consideration.

2.9. 'Qualifying Service' means service rendered as an employee of the University in a substantive capacity including periods spent on probation. All service rendered to the University on a fulltime basis in a temporary or officiating capacity or on contract basis followed without interruption by confirmation in the same or another post shall count as qualifying service.

The employees having rendered past service and appointed prior to 1.2.2005 in Govt./Semi Govt./ Govt. Undertakings, Statutory Body, Govt. and Provincialised Colleges etc. on regular basis, if appointed subsequently in Dibrugarh University his/her past service shall be counted for pension benefits. However the past service rendered by an incumbent in the above mentioned organization after 1.2.2005 if appointed subsequently in Dibrugarh University his/her past service shall be considered for grant of pension benefit only under New Defined Contribution Pension Scheme provided he/she applies through proper channel.

Explanation 1 – Counting of period of leave as qualifying service.

- (a) All periods of leave with pay and allowances shall count as qualifying service.
- (b) The period spent on deputation for training or higher studies or deputation for any special purpose including periods of travel to and from the place of deputation shall count as qualifying service; provided that if the employee has availed himself of any extraordinary leave without allowances during the period of deputation, the period of such extraordinary leave shall be excluded.

Explanation II- Period not counting as qualifying service.

The following periods in the service of an employee shall not count as qualifying service:

- (i) "Period of Suspension not specifically ordered to be treated as duty in the reinstatement order.

- (ii) Extraordinary leave without pay for purpose of holding an appointment  
outside the University.
  - (iii) Unauthorized absence in continuation of authorized leave of absence.
  - (iv) Service below the age of 18 years.
- 2.10 (a) 'Registrar' means the Registrar of the 'University' or other person appointed by the Executive Council to discharge the duties of the Registrar.
- 2.11 'Special pay' means an addition in the nature of pay to emoluments to a post or to an employee of the University granted in consideration of the specially arduous nature of his duties or of a specific addition to this work or responsibility.
- 2.12 'Year' means the financial year of the University.
- 2.13 'Injury' means bodily injury resulting from violence, accident or disease assessed by the Medical officer of the University or by competent medical authority that may be prescribed by the Executive Council in this behalf, as being not less than severe involving loss of earning power.
- Note : Examples of injuries of certain categories are given in Schedule 'F'.
- 2.14 'Accident' means –
- (a) a sudden and unavoidable mishap, or
  - (b) a mishap due to an act of devoting to duty in an emergency arising otherwise than by violence out of and in the course of service.
- 2.15 'Disease' means
- (a) Disease solely and directly attributed to an accident, or
  - (b) An epidemic disease contracted by an employee in consequence of his being ordered on duty to an area in which such disease is prevalent, or in consequence of his attending voluntarily, out of humanitarian

motives, upon any patient suffering from any such disease in an area where he happens to be in the performance of his duties, or

- (c) Venereal disease or septicemia where such disease or septicemia is contracted by a Medical Officer as a result of attendance in the course of his official duty on an infected patient or of conducting a postmortem examination in the course of that duty.

2.16 'Risk of office' means any risk, not being a special risk of accident or disease to which an employee is exposed in the course of and as a consequence of his duties, but nothing shall be deemed to be a risk of office which is a risk common to human existence in modern conditions in India, unless such risk is definitely enhanced in kind or degree by the nature, conditions, obligation or incident of service.

Note: The term 'risk of office' shall include risk of death or injury to which a member of the staff is exposed where he attends on a working day, or is required to attend on a holiday, the place of his employment for the performance of his duties during any riot or civil commotion in the locality and while proceeding from his residence to the place of his employment or vice – versa, becomes a victim of the said riot or civil commotion.

2.17 'Special risk' means:

- (a) A risk of suffering injury by violence;
- (b) A risk of injury by accident to which an employee is exposed in the course of and as a consequence of the performance of any particular duty which has the effect of materially increasing his liability to such injury beyond the normal risks of his office;
- (c) A risk of communicable or infectious disease to which a medical officer is exposed as a result of attending in the course of his official duty to a venereal or septicemia patient or conduction a postmortem examination in pursuance of that duty.

2.18 'Violence' means the act of a person who inflicts an injury on an

employee:

- (a) By assaulting or resisting him in the discharge of his duties, or in order to deter or prevent him from performing his duties, or
- (b) Because of anything done or attempted to be done by such employee or by any other employee in the lawful discharge of his duty as such, or
- (c) Because of his official position.

2.19 'Employee' means an employee of the University both academic and non-academic.

2.20 'Subscriber' means an employee who is entitled to pay subscription to the General Provident Fund.

2.21 'Subscription' means the amount subscribed by an employee to the General Provident Fund.

2.22 'Provident Fund' means the Fund maintained in the University as per the Dibrugarh University Provident Ordinance 1967.

2.23 NPS means the New Defined Contribution Pension System as introduced by the State Government and implemented in the University.

### **3. Application of Rules**

- (i) The permanent employees of the University, both teaching and non teaching, who have entered service before 1-02-2005 shall be eligible for pension on their retirement from the service of the University with effect from 01-04-2013.

Provided that the employees of the University who entered service before 01/02/2005 and who have retired or expired before coming into force of this rules shall be entitled to receive pension or family pension as the case may be under the provision of these rules.

Provided further those employees of the University who have entered service after 01/02/2005 shall be covered under the New Pension Scheme introduced by the state government.

- (ii) The cumulative balance till 31/03/2013 in the C.P.F. Accounts of the employees who have entered in regular service of the University prior to 01/02/2005 and continuing till 31/03/2013 to the extent of 10% of Basic Pay as Employee's contribution along with interest accrued thereon shall be taken as subscription to G.P.F. account under these rules.

#### **4. General (Miscellaneous)**

- (i) The sanction and payment of pension and the administration of G.P.F provided under these rule shall be regulated by such procedural instructions as would be issued by the Executive Council from time to time.
- (ii) The matter of granting and eligibility of pension under these Rules shall be guided by the Assam services (Pension) Rules 1969 wherever applicable.
- (iii) Any matter regarding G.P.F. which is not expressly provided in this Rules shall be decided according to the provisions in the General Provident Fund (Assam Services) Rules 1937 (as amended).
- (iv) Interpretation:

If any question arises relating to the interpretation of these rules, it shall be referred to the Executive Council whose decision thereon shall be final.

**Appendix A**  
**General Provident Fund-cum-Pension Rules**  
**Section – I**  
**General Provident Fund**

1. **Subscriber** – Subject to the rules as provided here every employee of the University holding a permanent substantive appointment and a subscriber to C.P.F before 1-2-2005 and not retired from the service of the university till 31.03.2013 shall be entitled to be a subscriber to the General Provident Fund.
2. **Nominations**
  - 2.1 A Subscriber shall submit to the Registrar within such time as fixed by the Registrar, a nomination in the prescribed form conferring on one or more persons the right to receive the amount that may stand to his credit in the Fund, in the event of his death.
    - 2.1.1. Provided that if, at the time of making nomination, the subscriber has a family, the nomination shall not be in favor of any person or persons other than the members of his family.
    - 2.1.2. Provided further that the nomination made by the subscriber in respect of Contributory Provident Fund to which he/she was subscriber before joining the Fund shall be deemed to be a nomination duly made under this rule until he makes a fresh nomination in accordance with this rule.
  - 2.2 If a subscriber nominates more than one person under rule 2.1. he/she shall specify in the nomination the amount or share payable to each of the nominees in such manner as to cover the whole of the amount that may stand to his credit in the Fund at any time.
  - 2.3 Every nomination shall be in such one of the forms appended here to as is appropriate in the circumstance (Vide Forms I to IV in Annexure.)
  - 2.4 A subscriber may cancel a nomination by sending a notice in writing to the Registrar. The subscriber shall, along with such notice or separately, send a fresh nomination made in accordance with the provisions of this rule.

2.5. A subscriber may provide in a nomination:

- (a) In respect of any specified nominee, that in the event of his/her predeceasing the subscriber, the right conferred upon that nominee shall pass to such other persons as may be specified in the nomination, provided that such other person or persons shall, if the subscriber has other members of his family, be such other member or members. Where the subscriber confers such a right on more than one person under this clause, he shall specify that amount of share payable to each in such a manner as to cover the whole of the amount payable to the nominee;
- (b) That the nomination shall become invalid in the event of the happening of a contingency specified therein.

Provided further that if at the time of making the nomination the subscriber has no family, he/she shall provide in the nomination that it shall become invalid in the event of his subsequently acquiring a family;

Provide further that if at the time of making the nomination the subscriber has only one member of the family, he shall provide in the nomination that the right conferred upon the alternate nominee under the clause (a) shall become invalid in the event of his subsequently acquiring other member or members of his family.

2.6 Immediately on the death of a nominee in respect of whom no special provision has been made in the nomination under clause (a) of rule 2.5 or on the occurrence of any event by reason of which the nomination becomes invalid in pursuance of clause (b) of Rule 2.5 or the proviso thereto, the subscriber shall send to the Registrar a notice in writing cancelling the nomination together with a fresh nomination made in accordance with the provision of this rule.

2.7 Every nomination made and every act of cancellation by a subscriber shall to the extent that it is valid, take effect on the date on which it is received by the Registrar

3. **The University will not be bound by nor will recognize any assignment or encumbrance executed or attempted to be created which affects the disposal of the amount standing to the credit of a subscriber who dies before the amount becomes payable.**

4. **Subscriber's Account**

4.1. The account maintained under C.P.F shall be termed as G.P.F account in the name of each subscriber with effect from 1-4-2013 to which shall be credited the subscriber's subscription and interest only as provided by these rules on subscription.

4.2 DU Provident Fund Ordinance 1967 shall not be in force with effect from 1-4-2013 retrospectively.

4.3 University's contributions to the employee including interest for the month of April 2013 to July 2013 shall be transferred to the Pension Fund Account to be maintained at SBI DU Branch.

5. **Subscription and the rates of subscription.**

5.1. Every subscriber shall subscribe monthly to the Fund when on duty in the service of the University and the subscription shall be deducted from monthly salary of the subscriber at source.

5.1.1. Provided that a subscriber shall not subscribe during the period when he is under suspension and may at his option not subscribe during any period of leave other than leave on average pay or earned leave of less than thirty day's duration as the case may be.

5.1.2. Provided further that a subscriber on reinstatement after a period passed under suspension shall be allowed the option of paying in one sum or in installments any sum not exceeding the maximum

amount of arrears of subscription payable for that period.

5.2. The subscriber shall intimate his election not to subscribe during leave by a written communication addressed to the Registrar before he proceeds on leave. Failure to make due and timely intimation shall be deemed to constitute an election to subscribe. The option of a subscriber intimated under this sub-rule shall be final.

**6. Rates of Subscription:**

6.1. The rate of subscription shall be fixed by subscriber himself subject to the following conditions:

6.1.1 The rate of subscription shall be 10% of his/her basic pay with effect from 01/04/2013, the amount so calculated being rounded off to the nearest rupee.

6.2. For the purpose of this rule, the basic pay of a subscriber shall be:

6.2.1. In the case of a subscriber who was in service on 31<sup>st</sup> March of the preceding year, the basic pay to which he was entitled on that date, provide as follows.

(i) If the subscriber was on leave on the said date and elected not to subscribe during such leave or was under suspension on the said date, his basic pay shall be the basic pay which he was entitled on the first day after his return to duty.

(ii) If the subscriber was on deputation away from the University on the said date and continue to be on leave and has elected to subscribe during such leave, his basic pay shall be the basic pay to which he would have been entitled had he been on duty in the University;

(iii) If the subscriber joined the Fund for the first time on a day subsequent to the said date, his basic pay shall be the basic pay to which he was entitled on such subsequent date.

6.2.2. In the case of a subscriber who was not in service on the 31<sup>st</sup> of March of the preceding year, the basic pay to which he was entitled on the first day of his service.

**7. Interest:**

7.1. At the end of each financial year that is on 31<sup>st</sup> March the University shall pay to the credit of the account of each subscriber interest at such rate as may be determined by the Executive Council from time to time.

7.2. Interest shall be credited yearly on the amount of a subscriber on the 31<sup>st</sup> March of every year after adjustment of any amount withdrawn during the year.

7.2.1 The total amount of interest shall be rounded to the nearest rupees (0.50p. and above counting as the next higher rupee)

7.3. Provided that when the amount standing at the credit of a subscriber has become payable, interest thereon shall be credited under this sub-rule in respect only of the period from the beginning of the current year or from the date of credit as the case may be, up to the date on which the amount standing to the credit of a subscriber becomes payable.

7.4. For the purpose of this rule the date of credit shall be deemed to be the first day of the month in which it is credited.

**8. Advance from The Fund:**

8.1 The payment of an advance from the fund may be sanctioned by the Vice-Chancellor to a subscriber from the amount of his subscription and interest thereon standing to his credit, subject to the following conditions:

8.1.1. No advance shall be granted unless the sanctioning authority is satisfied that the applicant's pecuniary circumstance justifies it, and that it will be spent for the following purpose and not otherwise:

- i. To pay expenses incurred in connection with the illness of the subscriber subscriber's wife, legitimate children, stepmother, parents, sisters and minor brother actually dependent on him.
- ii. To pay obligatory expenses in connection with subscriber's marriage, funerals or ceremonies which by his religion it is incumbent on his to perform;
- iii. To meet the cost of higher education of any person actually dependent on the subscriber.
- iv. To meet the cost of legal proceeding instituted by the applicant for vindicating his position in regard to any allegations made against him in respect of any act done or purporting to be done by him in the discharge of his official duty;

Provided that the advance under this sub-rule shall not be admissible to an applicant who institute legal proceeding in any court of law either in respect of any matter unconnected with his official duty or against the University in respect of any condition of service or penalty imposed on him;

- v. To meet the cost of his defence where the applicant is prosecuted by the University in respect of any alleged official misconduct on his part.

8.1.2. An advance shall in no case exceed 50 percent of the amount of subscription and interest thereon standing to the credit of the subscriber in the Fund.

8.1.3. An advance shall not be granted to any subscriber in excess of the limit laid down in Rule 8.1.2. herein or until

repayment of the previous advance.

- 8.1.4. The amount of advance shall be recovered in not more than thirty six equal monthly installments. Each installment shall be a number of whole rupees, the amount of advance being raised or reduced, if necessary, to admit of the fixation of such installments. A subscriber may at his option repay in a smaller number of installment than that agreed upon at the time of grant of advance or in a lump sum.
- 8.1.5. Recovery of advance shall be made from the monthly pay of a subscriber and shall commence on the first occasion, after the advance is made, on which the subscriber draws pay for a full month.
- 8.1.6. Interest on advances shall be such as may be determined by the University from time to time and shall not exceed by more than two percent of the rate paid by the University to the account of a subscriber. The interest shall ordinarily be recovered in one installment from pay in the next month after complete repayment of the principal has been made. If the period of repayments exceeds twenty months, interest may, if the subscriber so desires, be recovered in two equal monthly installments, the monthly payment being rounded to the nearest whole rupee, 50 p and above counting as next higher rupee.
- 8.1.7 Advance account shall be maintained for each subscriber availing advances from the Fund and recoveries against the principal amount made under this rule shall be credited, as they are made, to the account of the subscriber in the Fund.
- 8.1.8 A separate account shall be maintained for recoveries of

interest against advances from the subscribers.

8.19 Notwithstanding anything contained in these rules, if is found that money withdrawn as advance from the fund under Rule 8.1 above has been utilized for a purpose other than for which the sanction was given the amount in question shall with penal interest calculated at a rate of 3% over and above the rate provided in the Rule 8.1.6 shall be repaid and recovered by deduction in one sum from the monthly pay of the subscriber. If the total amount to be repaid be more than half of the monthly pay of the subscriber the recoveries shall be made in installments determined in such a way that the monthly recovery shall not exceed the half of the monthly pay of the subscriber.

## **9. Withdrawal from the Fund.**

9.1. Subject to the conditions specified below withdrawal from the Fund may be sanctioned by the Vice-Chancellor at any time.

9.1.1. After the completion of twenty five years of service (including broken period of service, if any) of a subscriber or within three years before the date of his retirement on superannuation, whichever is earlier, from the amount standing to his credit in the Fund, for one or more of the following purposes-

- a) Meeting the cost of higher education, including where necessary, the travelling expenses of any child of the subscriber actually dependent on him in the following cases-
  - i. For education outside India for academic technical, professional or vocational course beyond the High School stage, and
  - ii. For any medical, engineering or other technical of specialized course in India beyond the High School

state, provided that the course of study is for not less than three years.

- b) Meeting the expenditure in connection with the marriage of son or a daughter of the subscriber and if he has no daughter, of any other female relation dependent on him;
- c) Meeting the expenses in connection with the illness including where necessary, the travelling expenses of the subscriber or any person actually dependent on him.
- d) Construction or acquiring a suitable house for his residence including the cost of the site or repaying any outstanding amount on account of the loan expressly taken for his purpose, or reconstruction or making additions or alternations to house already owned or acquired by subscriber;
- e) Purchasing a plot of land for the purpose of constructing a house or repaying any outstanding amount on account of loan expressly taken for this purpose;
- f) For constructing a house on a site purchased utilizing the sum withdrawal under clause (e)

9.2. Any sum withdrawn by a subscriber at any one time for one or more of the purpose specified in rule 9.1.1. from the amount standing to his credit in the Fund shall not exceed three fourth of such amount or twenty month's pay of the subscriber, whichever is less.

#### **10 . Final withdrawal of accumulation in the Fund.**

10.1 When a subscriber quits the service of the University, the amount standing to his credit in the Fund shall become payable to him

10.1.1. Provided that a subscriber who has been dismissed from the service of the University and is subsequently reinstated in service, shall, if required to do so, repay any amount paid to him from the Fund in pursuance of this rule with interest thereon at the rate and the manner as provided in these rules. The amount so repaid shall be credited to his account in the Fund. Explanation: A subscriber who is granted refused leave

shall be deemed to have quit the service from the date of expiry of the refused leave, or on the expiry of an extension of service.

## **11. Retirement of a Subscriber**

11.1. When a subscriber while on leave, has been permitted to retire or has been declared by a competent medical authority that may be prescribed by the Executive Council in this behalf, to be unfit for further service, the amount standing to his credit in the Fund shall upon an application made by him in that behalf to the Registrar become payable to the subscriber.

## **12. Procedure on the death of a Subscriber**

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

12.1.1. When a subscriber leaves a family

- a) If a nomination made by the subscriber in accordance with the provision or Rules 2.1. or of the corresponding rule heretofore in force in favour of a member or members of his family subsists, the amount standing to his credit in the fund or other part thereof to which the nomination relates shall become payable to his nominee or nominees in the proportion specified in the nomination;
- b) If no such nomination in favor of a member or members of the family of the subscriber subsists, or if such nomination relates only to a part of the amount standing to his credit in the Fund, the whole amount or the part thereof to which the nomination does not relate, as the case may be, shall notwithstanding any nomination purporting to be in favor of any persons other than a member or member of his family, become payable to the members of his family in equal shares.

Provided that no share shall be payable to-

- i. Sons who have attained majority
- ii. Sons of a deceased son who have attained majority
- iii. Married daughters whose husbands are alive
- iv. Married daughters of a deceased son whose husband are alive

If there is any member of the family other than those specified in clause (i), (ii), (iii) and (iv)

Provided further that the widows and the child or children of a deceased son shall receive between them in equal part only the share which that son would have received if he had survived the subscriber and had been exempted from the provision of clauses

- (i) Of the first proviso him in accordance with the provision of Rule 2.1. or of the corresponding rule hereto in force in favor of any person or persons subsists, the amount standing to his credit in the Fund or the part thereof to which the nomination relates, shall become payable to his nominee or nominees in the proportion specified in the nomination.

### **13. Statement of Accounts**

13.1 As soon as possible after the 31<sup>st</sup> of March of each year, the Registrar shall send to each subscriber a statement of his account in the Fund, showing the opening balance on 1<sup>st</sup> of April of the year, the total amount credited and debited during the year, the total amount of interest credited as on the 31<sup>st</sup> of March of the year and the closing balance on the date. The Registrar shall attach to the statement of account an enquiry whether the subscriber-

- (a) Desire to make any alternation in any nomination made by the subscriber;
- (b) Has acquired a family (in cases where the subscriber has made n nomination in favour of a member of his family under the rule).

13.2. Subscribers should satisfy themselves as to the correctness of the annual statement, and errors should be brought to the notice of the Registrar within one month from the date of receipt of the statement.

**14. Investment of Fund:**

14.1 All sums into the Fund under the rules shall be credited in the books of the University to an account named “General Provident Fund Accounts of Dibrugarh University”. A deposit account shall be opened in State Bank of India DU Branch which will be operated in such manner as the Executive Council may direct. The fund after reserving suitable amounts for current needs shall be invested in the National Savings Certificates and/or other investments authorized by the Indian Trust Act of 1882, as soon as possible after monthly accounts are closed.

## SECTION II

### PENSION

**15. Every employee including employees in the tenure posts should have put in a minimum of ten years of qualifying service to be eligible for pension subject to such rules as may be applicable to the categories of pension set out below.**

15.1. The minimum age after which service counts for pension shall be eighteen years.

**16. Subject to the minimum qualifying service, an employee shall be eligible for one or other of the following pensions-**

16.1. Compensation Pension: If an employee is discharged owing to the abolition of the permanent post, he shall be granted a compensation pension on the scale prescribed in Rule 17 below.

16.2. Invalid Pension: An invalid pension shall be granted an employee on retirement from the service of the University for permanent physical or mental disability incapacitating him for further service if certified by competent medical officer as may be prescribed by the Executive Council in this behalf on the scale prescribed in Rule 17 below.

16.3. Superannuation or Retiring Pension: Superannuation or retiring pension shall be granted to an employee who may retire from service of completion of the age of retirement or on completion or twenty five years of service whichever is earlier.

16.3.1 Full superannuation pension shall be determined at the rate of 50% of last month's emolument drawn or 50% of last 10 months average emoluments whichever is beneficial to the employee. The amount so computed shall be rounded off to next multiple of Rs.10 and will be the Basic Pension for all purposes.

16.3.2. Provided that the event of retirement after twenty five

years of qualifying service but before the completion of the age of sixty years the employee shall give in this behalf a notice in writing to the Registrar at least three months before the date on which he wishes to retire.

**17. Amount of Pension**

17.1. An employee eligible for pension under any of the categories mentioned above shall be granted on retirement, pension as stipulated in the table appended under Rule 108 of the Assam Services Pension Rules 1969.

17.2 Minimum amount of full superannuation pension shall be Rs.3000 per month and maximum Rs.27500 per month.

**18. Commutation of Pension**

18.1. An employee shall, subject to the conditions specified below, be allowed to commute for lumpsum payment any portions of his pension not exceeding one-third of the pension granted to him subject to availability of fund from the Government.

18.2. No commutation shall be sanctioned unless a competent medical officer as may be prescribed by the Executive Council, certify that the pensioner's health and prospects of duration of life are such as to justify commutation.

18.3. The lump sum payable on commutation shall be calculated in accordance with the table appended below under rule 18.7.

18.4. Commutation when sanctioned shall take effect on the date to be specified in the order, such date shall be the first of a month and ordinarily about one month later than the date of the order and all calculation shall be made with references to the date specified.

18.5. Commutation for six years pension is admissible. During that period pensioner will get pension lesser by the commuted amount but D.A. will be calculated and paid on basic pension.

18.6. After twelve years from the date of commutation full pension of the pensioner will be restored to, for example, if a pensioner commute his pension at the age of 65 years the full pension will be restored to, after completion of the age of 71 years.

18.7. A statement showing the commutation of an amount that would be admissible to a pensioner is furnished below:-

Age Next Birth Day	Commutation value expressed as number of year's purchase	Age Next Birth Day	Commutation value expressed as number of year's purchase	Age Next Birth Day	Commutation value expressed as number of year's purchase
20	9.188	41	9.075	62	8.093
21	9.187	42	9.059	63	7.982
22	9.186	43	9.040	64	7.862
23	9.185	44	9.019	65	7.731
24	9.184	45	8.996	66	7.591
25	9.183	46	8.971	67	7.431
26	9.182	47	8.943	68	7.262
27	9.180	48	8.913	69	7.083
28	9.178	49	8.881	70	6.897
29	9.176	50	8.846	71	6.703
30	9.173	51	8.808	72	6.502
31	9.169	52	8.768	73	6.296
32	9.164	53	8.724	74	6.085
33	9.159	54	8.678	75	5.872
34	9.152	55	8.627	76	5.657
35	9.145	56	8.572	77	5.443
36	9.136	57	8.512	78	5.229
37	9.126	58	8.446	79	5.018
38	9.116	59	8.371	80	4.812
39	9.103	60	8.287	81	4.611
40	9.090	61	8.194		

For example if a pensioner's pension is fixed at Rs. 3000/- p.m. his commuted amount of pension if applied on the 61th birth day, the commuted value of pension will be

$$\frac{5000}{3} \times 8.194 \times 6 = \text{Rs. } 49164/-$$

If he applied on 70<sup>th</sup> birth day it will be

$$\frac{5000}{3} \times 6.897 \times 6 = \text{Rs. } 41382/-$$

**SECTION-III**  
**FAMILY PENSION**

**19. The Family Pension Scheme as detailed below will be applicable to employees in pensionable service.**

It will be administered as below:

(A) For those who were in service of the university before 1-2-2005 but retired and died before the enforcement of the rules.

(B) For those who are in service of the University and are still alive and who are the subscriber for the GPF-cum-Pension Scheme, the following provision will apply.

(i) The family pension will be admissible in case of death while in service for at least one year or after retirement, if at the time of death, a retired employee was in receipt of a compensation, invalid, retiring or superannuation pension.

(ii) 'Family' for purpose of this scheme will include the following relatives of the employee.

(a) Wife in the case of male employee as per law established.

(b) Husband in the case of female employee as per law established.

(c) Minor sons;

(d) Unmarried minor daughters.

Note 1: (c) and (d) will include children adopted legally before retirement.

Note 2 : Marriage after retirement will not be recognized for the purpose of the scheme.

(iii) The pension will be admissible-

(a) In the case of widow/widower up-to the date of death or re marriage whichever is earlier;

(b) In the case of minor son until he attains the age of 18 years.

- (c) In the case of an unmarried daughter until she attains the age of 21 years or marriage whichever is earlier.

Note: In case where there are two or more widow, pension will be payable to the eldest surviving widow and on her death it will be payable to the next surviving widow, if any. The term 'eldest' would mean seniority with reference to the date of marriage.

- (iv) Pension award under this scheme will not be payable to more than one member of an employee's family at the same time. It will first be admissible to the widow/widower and thereafter to the minor children.
- (v) In the event of re-marriage or death of the widow/widower the pension will be granted to the minor children through their natural guardian. In disputed cases, however, payment will be made through a legal guardian.
- (vi) Under the scheme the benefit will be awarded as per existing Govt. of Assam rates.

**20. All employees entitled to the benefit of Family Pension shall be required to furnish details of their 'family' as defined in sub para (ii) of para 19 (B) above i.e. the date of birth of such member with his/her relationship with the employees. This statement shall be countersigned by the Registrar and posted in the service record of the employee. The employee will, thereafter be required to keep the statement up to date. Additions and alterations in the statement will be made by the Registrar from time to time on receipt of information from the employee concerned.**

**21. In case where death occurs while in service the Registrar on receiving information of death of an employee while in service shall send a letter as prescribed in Form IX to the family of the deceased and ask for necessary documents mentioned therein. On receiving document the Registrar shall take necessary action to sanction the pension to the eligible member of the family.**

## ANNEXURE

### FORMS OF NOMINATION

#### FORM 1

(See Rule 2.3. of Appendix ‘A’)

When the subscriber has a family and wishes to nominate one member thereof:-

I hereby nominate the person mentioned below who is a member of my family as defined in rule 2.4. of Appendix ‘A’ of the General Provident Fund- pension rules of the Dibrugarh University to receive the amount that may stand to my credit in the fund, in the event of my death before that amount has become payable, or having become payable, has not be paid:---

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

Dated this ..... day of the .....20..... At .....

Two witnesses to signature

1. ....
2. ....

.....

(Signature of the subscriber)

Designation:.....

**ANNEXURE**

**FORMS OF NOMINATION**

**FORM II**

(See Rule 2.3. of Appendix ‘A’)

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

I hereby nominate the person mentioned below who are members of my family as defined in rule 2.4. of Appendix ‘A’ of the General Provident Fund- pension rules of the Dibrugarh University to receive the amount that may stand to my credit in the Fund, in the event of my death before that amount has become payable, or having become payable, has not been paid, and direct that the said amount shall be distributed among the said persons in the manner shown below against their names.

Name and address of the nominee	Relationship with subscriber	Age	*Amount of share of accumulation to be paid to each.	Contingencies on the happening of which the nomination shall become invalid	Name, address & relationship, if any, to whom the right of the nominee shall pass in the event of the nominee predeceasing the subscriber

Dated this ..... day of the .....20..... At .....

Two witnesses to signature

1. ....
2. ....

(Signature of the subscriber)

Designation:.....

Department:.....

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

**ANNEXURE**

**FORMS OF NOMINATION**

**FORM III**

(See Rule 2.3. of Appendix ‘A’)

When the subscriber has no family and wishes to nominate one person :-

I having no family as defined in rule 2.4. of Appendix ‘A’ of the General Provident Fund- cum- pension rules of the Dibrugarh University to receive the amount that may stand to my credit in the Fund, in the event of my death before that amount has become payable, or having become payable, has not been paid;

Name and address of the nominee	Relationship with subscriber	Age	*Contingencies on the happening of which the nomination shall become invalid	Name, address & relationship, if any, to whom the right of the nominee shall pass in the event of the nominee predeceasing the subscriber

Dated this ..... day of the .....20..... At .....

Two witnesses to signature

1. ....
2. ....

.....

(Signature of the subscriber)

Designation:.....

Department:.....

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

**ANNEXURE**

**FORMS OF NOMINATION**

**FORM IV**

(See Rule 2.3. of Appendix ‘A’)

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

I having no family as defined in rule 2.4. Appendix ‘A’ of the General Provident Fund- cum- pension rules of the Dibrugarh University hereby nominate the persons mentioned below, to receive the amount that may stand to my credit in the Fund, in the event of my death before that amount has become payable, or having become payable, has not been paid and direct that the said amount shall be distributed among the said persons in the manner shown below against their names: ----

Name and address of the nominee	Relationship with subscriber	Age	*Amount of share of accumulation to be paid to each.	*Contingencies on the happening of which the nomination shall become invalid	Name, address & relationship, if any, to whom the right of the nominee shall pass in the event of the nominee predeceasing the subscriber

Dated this ..... day of the .....20..... At .....

Two witnesses to signature

1. ....
2. ....

.....

(Signature of the subscriber)

Designation:.....

Department:.....

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

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

**Form ---IX**

(See Rule 21 of Appendix A)

Form ----- Family Pension

Subject: Payment of family pension in respect of the late  
Shri/Smti.....

The undersigned has learned with regret the death of  
Shri/Smti.....who was in service in the University and is directed to inform  
you that under rule ..... of Appendix 'A' to G.P.F cum Pension  
Rules,Dibrugarh University you are entitled to family Pension for life/till  
attaining the date of majority.

I am accordingly to suggest you that formal claim of the grant of family  
pension may be submitted by you in the enclosed form along with the following  
documents:-

1. Death certificate
2. Two copies of passport size photograph duly attested by a Gazetted officer.
3. Guardianship certificate where pension is admissible to the minor children.

.....

(Designation)

To

.....  
.....  
.....