

FOR OFFICIAL USE



GAUHATI UNIVERSITY
RETIREMENT BENEFIT RULES, (1974)
as amended up to date



2019
Administrative Building
GAUHATI UNIVERSITY
Gopinath Bardoloi Nagar
Guwahati - 781014
Assam : India

GAUHATI UNIVERSITY

Retirement Benefit Rules, (1974)

(A statute Made under section 36 (1) of the Gauhati University Act, 1947)

1. Title and commencement:

- (i) These rules shall be called the Gauhati University Retirement Benefit Rules, 1974 and shall constitute G.P.F.-cum-Pension-cum-Gratuity Rules and the C.P.F.-cum-Gratuity Rules.
- (ii) These rules shall come into force with effect from 1st April, 1974.

2. Definitions

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

- 2.1 'University' means the Gauhati University.
- 2.2 'Executive Council' means Executive Council of the Gauhati 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 Provided that if immediately before retirement or relinquishment of service, an employee has been absent from duty on leave with allowances, his emoluments for the above purpose shall be taken at what they would have been had he not been absent from duty.

2.3.2 'Average emoluments' means the average of the emoluments as defined above, calculated in respect of the last three years of service.

2.4 'Family' for the purpose of G.P. Fund and Contributory Provident Fund 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 Treasurer 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 Treasurer 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 recognised by the personal law governing the subscriber.

2.5 'Fund' means the General Provident Fund or the Contributory Provident Fund of the University as per context.

2.6 'Leave' means any kind of leave recognised 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 except in respect 'of periods of service in 'Work Charged' establishment and periods of service paid from 'contingencies'.
Explanation I – 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) Time passed under suspension by an employee pending enquiry into his conduct, if the suspension is not immediately followed by reinstatement.
- (ii) Extraordinary leave without pay for purpose of holding an appointment outside the University.
- (iii) Unauthorised absence in continuation of authorised 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.

(b) 'Treasurer' means the Treasurer of the 'University' or other person appointed by the Executive Council to discharge the duties of the Treasurer.

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 devotion 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) Veneral disease or septicaemia where such disease or septicaemia 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 contracting disease to which a medical officer is exposed as a result of attending in the course of his official duty to a veneral or septicaemia patient or conducting 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 Provident Fund.

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

2.22 'Contribution' means the amount contributed by the University to the Provident Fund.

3. Application of Rules

(i) These rules shall apply to all the employees of the Gauhati University both academic and non-academic (other than part-time employees, re-employed pensioners, deputationists, temporary and daily wage staff) provided that

(a) Those who joined the service of the University before 1st April, 1974 shall be entitled to opt for one of the two alternative schemes set out in Appendices 'A' and 'B' to these rules.

(b) Those who joined the University service on or after 1st April, 1974 shall be entitled to only the scheme set out in Appendix 'A' despite the fact that they have been permitted to contribute to the C.P.F. benefit in the University prior to the promulgation of these rules.

(c) Those employees who are appointed in tenure posts and not eligible for pension will be entitled to scheme 'B' to these rules.

(ii) The service of the employees who joined the University service before 1st April, 1974 and who opt for General Provident Fund-cum-Pension-cum-Gratuity Scheme shall be deemed to have been in pensionable posts from the commencement of the employees' service in the University irrespective of the period of service for which the employees might have subscribed to the University Contributory Provident Fund. The subscription to C.P.F. of such employees shall be taken as subscription to the G.P.F. under these rules.

(iii) Such of the employees of the University who joined the University service before the 1st April, 1974 and have retired on or after 1st April, 1974, before having an opportunity of exercising option under this clause shall be entitled to exercise their option for the schemes set out in Appendices 'A' and 'B'

(iv) In the case of employees in service prior to 1st April, 1974, who have retired from the University service on or after, the 1st April, 1974 and died before having an opportunity of exercising option under these rules, the nominee or nominee validly nominated under the existing University C.P.F. Rules, can make a specific request for option to choose one of the two schemes, and the University will have the discretion to give the benefit of either of the two schemes to a validly nominated nominee or nominees of the deceased.

4. Exercise of option

(i) All the employees who joined the University service before 1st April, 1974 and are in service on 1st April, 1974 have to send the option in writing to the Treasurer, within three months of the date of notification of these rules. Employees failing to exercise their option within the aforesaid three months shall be treated to have opted for the existing rules obtaining before 1st April, 1974. Option once exercised shall be final.

(ii) An employee who is initially appointed on contract basis and is subsequently continued permanently will have the option to choose either of the two schemes and he will have for the purpose of these schemes the benefits of the service rendered under contract, if the retirement benefits, if any, under the contract terms are paid back by him to the University; Provided that, if he joined in his service on contract on or after 1st April, 1974 he will be continued permanently, be entitled only to the benefit under the scheme set out in Appendix 'A'.

7. General (Miscellaneous)

(i) The sanction and payment of retirement benefits admissible under these rules shall be regulated by such procedural instructions as would be issued by the Executive Council from time to time.

(ii) 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-cum-Gratuity 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 or a tenure appointment of not less than three years shall be entitled to be a subscriber to the Provident Fund.
 - 1.1 Part-time, temporary and officiating employees and employees appointed for less than three years shall not be entitled to be a subscriber to the P.F.
 2. Nominations
 - 2.1 A Subscriber shall, at the time of joining the fund send to the Treasurer, 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, before that amount has become payable or having become payable has not been paid.
 - 2.1.1. Provided that if, at the time of making nomination, the subscriber has a family, the nomination shall not be in favour of any person or persons other than the members of his family.
 - 2.1.2. Provided further that the nomination made by the subscriber in respect of any other Provident Fund to which he was subscriber before joining the Fund shall, if the amount to his credit in such other fund has been transferred to his credit in the Fund, be deemed to be a nomination duly made under this rule until he makes a nomination in accordance with this rule.
 - 2.2. If a subscriber nominates more than one person under rule 2.1. he shall specify in the nomination the amount or share payable to each of the nominees in such manner as to cover the whole of the amount that may stand to his credit in the Fund at any time.
 - 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 at any time cancel a nomination by sending a notice in writing to the Treasurer. 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 predeceasing the subscriber, the right conferred upon that nominee shall pass to such other person or 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 the 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 that if at the time of making the nomination the subscriber has no family, he shall provide in the nomination that it shall become invalid in the event of his subsequently acquiring a family;

Provided 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 Treasurer a notice in writing cancelling the nomination, together with a fresh nomination made in accordance with the provisions of this rule.

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

3. The University will not be bound by nor will recognise 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 An account shall be opened in the name of each subscriber to which shall be credited the subscriber's subscription and interest as provided by these rules on subscription.

5. Conditions and Rates of Subscription

5.1. Every subscriber shall subscribe monthly to the Fund when on duty in the service of the University.

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 instalments 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 Treasurer 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 may not be less than 10% of his emoluments and not more than 25% of his total emoluments, the amount so calculated being rounded off to the nearest rupee, provided that in the case of subscription at the minimum or maximum rates, the rounding off will be to the next higher or the next lower rupee respectively.

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

6.2.1. In the case of a subscriber who was in service on 31st March of the preceding year, the emoluments to which he was entitled on that date, provided as follows:

(i) If the subscriber was on leave on the said date and elected not to subscribe during such leave or was under suspension on the said date his emoluments shall be the emoluments 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 or was on leave on the said date and continue to be on leave and has elected to subscribe during such leave, his emoluments shall be the emoluments to which he would have been entitled had he been on duty in the University;

(iii) If the subscriber joined the Fund for the first time on a day subsequent to the said date, his emoluments shall be the emoluments 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 31st of March of the preceding year, the emoluments to which he was entitled on the first day of his service.

6.3. The amount of subscription so fixed may be enhanced or reduced once at any time during the course of a year, provided that when the amount of subscription is so reduced it shall not be less than the minimum prescribed under rule 6.1.1.

7. Interest :

7.1. At the beginning of each year 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 with effect from the last day of each year in the following manner:

7.2.1. On the amount at the credit of a subscriber on the 31st March of the preceding year less any sums withdrawn during the current year Interest for twelve months;

7.2.2. On sums withdrawn during the current year – interest from the 1st of April of the current year up to the last date of the month preceding the month of withdrawal;

7.2.3. On all sums credited to the subscriber's account after the 31st March of the preceding year – Interest from the date of credit up to the 31st of March of the current year;

7.2.4. 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.

7.5. In all cases interest shall be paid in respect of balance at the credit of a subscriber up to the close of the month preceding that in which payment is made or up to the end of the sixth month after the month in which such amount becomes payable, whichever of these periods is less, provided that no interest shall be paid in respect of any period after the date on which the Treasurer has intimated to the subscriber or his agent as the date on which he is prepared to make payments.

8. Advances 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 circumstances justify it, and that it will be expended on the following object or objects 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 brothers actually dependent on him:

(ii) To pay the overseas passage for reasons of health or education of the subscriber or subscriber's wife, legitimate children, step-mother, parents, sisters and minor brothers actually dependent on him;

(iii) To pay obligatory expenses on a scale appropriate to the status in connection with subscriber's marriage, funerals or ceremonies which by his religion it is incumbent on him to perform;

(iv) To meet the cost of higher education of any person actually dependent on the subscriber. Such person need not necessarily be a member of the subscriber's family;

(v) 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 proceedings in any court of law either in respect of any matter unconnected with his official duty or against the University in respect of any condition of service or penalty imposed on him ;

(vi) To meet the cost of his defence where the applicant is prosecuted by the University in any court of law 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 last instalment of any previous advance including interest accrued thereon.

8.1.4. The amount of advance shall be recovered in not more than forty equal monthly instalments. Each instalment shall be a number of whole rupees, the amount of advance being raised or reduced, if necessary, to admit of the fixation of such instalments. A subscriber may at his option repay in a smaller number of instalments 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 emoluments of a subscriber and shall commence on the first occasion, after the advance is made, on which the subscriber draws emoluments for a full month.

8.1.6. Interest on advances shall be such as may be determined by the University from time to time rate and shall not exceed by more than one percent of the rate paid by the University to the account of a subscriber. The interest shall ordinarily be recovered on one instalment in the month after complete repayment of the principal has been made. If the period of repayment exceeds twenty months, interest may, if the subscriber so desires, be recovered in two equal monthly instalments, the monthly payment being rounded to the nearest whole rupee, 50 p and above counting as next higher rupee. Recoveries made under this rule shall be credited, as they are made, to the account of the subscriber in the Fund.

8.2. Notwithstanding anything contained in these rules, if the Vice-Chancellor is satisfied that money withdrawn as an advance from the Fund under Rule 8.1 has been utilised for a purpose other than that of which sanction was given to the drawal of the money, the amount in question shall with penal interest calculated at a rate of 3% over and above the rate provided, under Rule 8.1.6. be repaid by the subscriber to the Fund, or in default be ordered to be recovered by deduction in one sum from the emoluments of the subscriber. If the total amount to be repaid be more than half the subscriber's emoluments, the recoveries shall be made in monthly instalments of moieties of his emoluments till the entire amount recoverable be repaid.

Note: The term 'emoluments' as used in this rule does-not include subsistence allowance, if any, granted in case of suspension of an employee pending an enquiry into his alleged misconduct.

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 thirty years of service (including broken periods of service, if any) of a subscriber or within five 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 specialised 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.

9.1.2. After the completion of twenty five years of service (including broken periods of service, if any,) of a subscriber of within ten years before the date of his retirement of super-annuation, whichever is earlier, from the amount standing to his credit in the Fund, for one of more of the following purposes —

- (a) building 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 this purpose, or

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 provided in these rules in the manner provided. 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 (a) has proceeded on leave preparatory to retirement or if he is entitled to vacation, on leave preparatory combined with vacation or (b) 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 Treasurer 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 provisions of 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 the 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 favour of a member or members of the family of the subscribers subsists, or if such nomination

reconstruction or making additions or alterations to house already owned or acquired by a subscriber;

(b) Purchasing a house site or repaying any outstanding amount on account of loan expressly taken for this purpose.

(c) for constructing a house on a site purchased utilising the sum withdrawn under clause (b).

9.2. Any sum withdrawn by a subscriber at any one time for one or more of the purposes specified in rule 9.1. from the amount standing to his credit in the Fund shall not ordinarily exceed three fourth of such amount or twenty month's pay of the subscriber, whichever is less. The Vice-Chancellor may, however, sanction the withdrawal of an amount in excess of these limits up to four-fifth of the balance at his credit in the Fund having due regard to (i) the object for which the withdrawal is being made, (ii) the status of the subscriber, and (iii) the amount to his credit in the Fund.

9.3. A subscriber, who has been permitted to withdraw money from the Fund under Rule 9.1. shall satisfy the Vice-Chancellor within a reasonable period as may be specified by him that the money has been utilised for the purpose for which it was withdrawn and if he fails to do so, the whole of the sum so withdrawn, or so much thereof, as has not been applied for the purpose for which it was withdrawn, shall forthwith be repaid in one lump sum together with interest thereon at such rate as is levied on advance from the Fund, and in default of such payment it shall be ordered by the Vice-Chancellor to be recovered from his emoluments either in a lump sum or in such number of monthly instalments as may be determined by the Executive Council. Such advance when properly utilised shall be adjusted against the P.F. account of the subscriber at the time of final withdrawal.

10. Final Withdrawal of Accumulations 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.

relates only to a part of the amount standing to his credit in the Fund, the whole amount or the part thereof to which the nomination does not relate, as the case may be, shall notwithstanding any nomination purporting to be in favour of any persons other than a member or members of his family, become payable to the members of his family in equal shares. Provided that no share shall be payable to —

- (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 clauses (i), (ii), (iii) and (iv).

Provided further that the widow or 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.

12.1.2. When the subscriber leaves no family :- if a nomination made by him in accordance with the provisions of Rule 2.1. or of the corresponding rule heretofore in force in favour of any person or persons subsists, the amount standing to his credit in the Fund or the part thereof to which the nomination relates, shall become payable to his nominee or nominees in the proportion specified in the nomination.

13. *Statement of Accounts :*

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

- (a) desire to make any alteration in any nomination made by the subscriber;
- (b) has acquired a family (in cases where the subscriber has made no, nomination in favour of a member of his family under the rules).

13.2. Subscribers should satisfy themselves as to the correctness of the annual statement, and errors should be brought to the notice of the Treasurer 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 the Gauhati University". A deposit account shall be opened in such Bank/or Banks as the University may decide upon from time to time, to 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 authorised 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 to 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 of Retiring Pension:* A 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 of thirty years of service whichever is earlier.

16.3.1 Provided that the event of retirement after thirty 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. An employee eligible for pension under any of the categories mentioned above shall be granted on retirement, pension as stipulated in the table appended (Schedule A) and subject also to the total pension not exceeding 30/80th or the average emoluments.

18. *Commutation of Pension :*

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

18.2. No commutation shall be sanctioned unless a competent medical officer as may be prescribed by the Executive Council, certifies 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 in Schedule 'B'.

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 reference to the date specified.

SECTION - III GRATUITY

19. An employee who has completed a minimum period of five years of qualifying service at the University shall be granted gratuity, according with the scale of gratuity indicated in schedule 'C'. This gratuity shall be payable on his leaving the service of the University. In the event of his demise, this gratuity shall be payable to the nominee or nominees of the deceased in the manner prescribed (vide Annexure Forms V to VIII).

20. The amount of gratuity shall be subject to a maximum of fifteen times the emoluments. In the event of the death of an employee while in service and having at least 10 years qualifying service, the gratuity shall be granted subject to a minimum of twelve times the emoluments of the employee at the time of his death, provided that in no case shall it exceed Rs 24,000/-. It is further subject to the provision of Rule 25. (A) (VI)

21. If an employee who has become eligible for a pension under section II dies within a period of five years after he retires from or leaves the services of the University, as the case may be, and the sums actually received by him at the time of death on account of such pension together with the gratuity granted under the above rules and the commuted value of any portion of the pension commuted by him are less than the amount equal to twelve times the emoluments, a gratuity equal to the deficiency shall be granted to the person or persons nominated by him.

22. If a permanent employee dies before completing five years of qualifying service, his family will be eligible for a gratuity equal to six times his emoluments at the time of his death, except in cases in which death occurs in the first year of service when the gratuity admissible will be equal to two month's emoluments.

23. *Temporary Employees:*

23.1. *Terminating Gratuity -* A temporary employee who retires on superannuation or is discharged on account of retirement or is

declared invalid for further service will be eligible for a gratuity at the rate of one-third of a month's pay for each completed year of service, provided that he has completed not less than five years of continuous service at the time of retirement, discharged or invalidity.

232. *Death Gratuity:* The family of a temporary employee who dies while in service will be eligible for a death gratuity on the scale and subject to the conditions specified below :

- (a) On death after completion of one year of service but before completion of three years of service. A gratuity to one month's pay
- (b) On death after completion of three years of service but before completion of five years of service. A gratuity equal to two month's pay
- (c) On death after completion of five years of service or more. A gratuity equal to three month's pay or the amount of terminal gratuity mentioned in Rule 22.1 above whichever is more.

Note : Pay for the purpose of determining the amount of terminal or death gratuity under Rules.

23.1. and 23.2. will mean only basic pay, at the time of relinquishing service or of death, as the case may be. It will not include special pay, personal pay and other emoluments as pay. In case the employee concerned was on leave with or without allowances immediately before retirement. discharge, invalidity or death, pay for this purpose will be pay which he would have drawn had he not proceeded on such leave.

SECTION - IV Family Pension

24. The Family pension scheme as detailed below will be applicable to employees in pensionable service.

25. It will be administered as below:

(A) For those who were in service on the 1st April, 1974 but retired before the enforcement of the rules and are still alive and who opt for the GPF-cum-Pension-cum-Gratuity Scheme, the following provision will apply.

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

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

- (a) Wife in the case of male employee.
- (b) Husband in the case of female employee.
- (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 recognised for the purpose of the scheme.

(iii) The pension will be admissible :-

- (a) in the case of widow/widower upto 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 widows, pension will be payable to the eldest surviving widow. 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 awarded 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, payments will be made through a legal guardian.

(vi) Every employee eligible to the benefit of the above scheme will be required to surrender a portion of gratuity where admissible, equal to two month's emoluments or 'Pay' as-the case may be subject to a maximum of Rs. 3,600/-. Where an employee governed by this scheme retires as a bachelor who has not adopted any child no deduction from his gratuity will be made. In case where the gratuity admissible is less than two months pay, the same will be resumed by University against the family pension benefit admissible under the scheme.

(vii) Under the scheme the following benefits will be awarded:

Pay of the employee	Monthly pension of widow/ widower/children
1. Rs. 800 and above	12% of pay subject to a maximum of Rs. 150/-
2. Rs. 200 and above but - below Rs. 800/-	15% of pay subject to a maximum of Rs. 96/- and minimum of Rs. 60/-
3. Below Rs. 200/-	30% of pay subject to a minimum of Rs. 25/-

(B) For those who are in service on or after the enforcement of the rules the following additional provision will apply :-

(i) If the employee has put in 7 years of service or more prior to his death, for a period of 7 years from the date of death or till

the date on which the employee would have reached the normal age of superannuation had he remained alive, whichever period is shorter the pension payable under the aforesaid orders will be at 50% of the basic pay last drawn subject to maximum of twice the pension admissible under (ii) below.

(ii) If the employee has not put in 7 years of service prior to death or after 7 years of payment as in (i) above, the rate of the family pension will be as under:

Pay	monthly pension of widow/ widower/children
1. Rs. 800 and above	12% of pay subject to a maximum of Rs. 150/-
2. Rs. 200 and above but below Rs. 800/-	15% of pay subject to a maximum of Rs. 96/- and minimum of Rs. 60/-
3. Below Rs. 200/-	30% of pay subject to a minimum of Rs. 25/-

Note: 'Pay' for this purpose means the pay which the employee was drawing on the date of his death while in service or immediately before his retirement. If on the date of his death while in service, or immediately before his retirement, an employee has been absent from his duty on leave (including extra-ordinary leave) or suspension 'pay' means the pay which he drew immediately before proceeding on such leave or suspension.

26. All employees entitled to the benefit of Family Pension shall be required to furnish details of their 'family' as defined in subpara (ii) of para 25 (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 Treasurer 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 this statement will be made by the Treasurer from time to time on receipt of information from the employee concerned.

27. In case where death occurs while in service the Treasurer 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 documents the Treasurer shall take necessary action to sanction the pension to the eligible member of the family.

SECTION - V

Extra-ordinary Pension and Gratuity

28. Extra-ordinary pension and gratuity may be sanctioned by the Executive Council of the University on the advice of the Ad-hoc Committee when an employee sustains injury or dies as a result of an injury or is killed. In making the award the Executive Council will take into consideration the degree of the fault or contributory negligence on the part of an employee who sustains injury or dies as a result of an injury or is killed.

The said committee will be appointed by the Executive Council of the University.

29. For the purpose of these rules, injury shall be classified as follows:-

Class A : Injuries caused as a result of special risk of office which have resulted in the permanent loss of an eye or a limb or are of a more serious nature,

Class B : Injuries caused as a result of special risk of office and equivalent in respect of the degree of disablement which they cause to the loss of a limb or are very severe or injuries caused as a result of risk of office which have resulted in the permanent loss of an eye or a limb, or are of a more serious nature.

Class C : Injuries caused as a result of special risk of office which are severe, but not very severe, and likely to be permanent; or injuries caused as a result of risk of office which are equivalent, in respect of the degree of disablement which they cause, to the loss of a limb or which are very severe or severe and likely to be permanent.

30. If an employee sustains an injury which falls within Class 'A' he shall be awarded:

- (a) a gratuity of the applicable amount specified in schedule 'D' and
- (b) with effect from the date following the expiry of one year from the date of the injury:
 - (i) if the injury has resulted in the permanent loss of more than one limb or one eye, a permanent pension of the applicable amount specified in schedule 'D' for a higher scale pension; and
 - (ii) in other cases, a permanent pension, the amount of which shall not exceed the applicable amount specified in schedule 'D' for a higher scale pension and shall not be less than half that amount.

31. If an employee sustains an injury which falls within class 'B' he shall be awarded;

- (a) If the injury has resulted in the permanent loss of an eye or limb or is of more serious nature a permanent pension, with effect from the date of the injury of an amount which shall not exceed the applicable amount specified in schedule 'D' for a lower scale pension and shall not be less than half that amount;
- (b) in other cases :-

- (i) for a period of one year with effect from the date of the injury a temporary pension, the amount of which shall not exceed the applicable amount specified in schedule 'D' for a lower scale pension and shall not be less than half that amount and thereafter, a pension within the limit specified in sub clause (i) if the competent medical officer appointed by the Executive Council in this behalf from year to year certified that the injury continues to be very severe.

32. If an employee sustains an injury which falls within clause 'C' he shall be awarded a gratuity of the applicable amount specified in schedule 'D' if the competent medical officer appointed by the University certifies that the employee is likely to be unfit for service for a year or a proportionate amount subject to a

minimum of one-fourth the amount so specified if he is certified to be likely to be unfit for less than a year.

32.1 Provided that in cases where the injury is equivalent in respect of the degree of disablement which it causes or the loss of a limb, the Executive Council may award, if it thinks fit in lieu of the gratuity a pension not exceeding the amount admissible under clause (b) of Rule 31.

33. A temporary pension awarded under this rule may be converted into permanent injury pension —

- (a) when the employee is rendered invalid out of service on account of the injury in respect of which the temporary pension was awarded, or
- (b) when the temporary pension has been drawn for not less than five years, or
- (c) at any time if the competent medical officer certifies that he sees no reason to believe that there will ever be a perceptible decrease in the degree of disablement.

34. The award shall be made to the widow and children of an employee as follows :—

- (a) If the employee is killed or dies of injury received as a result of 'special risk' of office —
 - (i) a gratuity of the applicable amount specified in schedule 'E' and
 - (ii) a pension, the amount of which shall not exceed the applicable amount specified in schedule 'E'.
- (b) if the employee is killed or dies of injuries received as a result of 'risk of office' a pension, the amount of which shall not exceed the applicable amount specified in schedule 'E'.

Note: The rates in schedule 'E' are subject to the condition that the pension payable to a child/children will in no case be less than the amount of pension which would have been admissible to him/them had the provisions of the family pension been applied (Section III).

3.4.1. Provided that if the pay of the deceased employee was less than Rs. 200/-, the monthly pension or the sum of pensions that may be granted under this rule, shall not, irrespective of the rates may be granted under this rule, (including the minimum) specified in schedule 'E' exceed the limit of one-half of his pay' and, if in any case the sum of such pensions calculated under schedule 'E' exceeds the limit of one-half of his pay, such a prorata reduction shall be made in the amount of each individual pension as will reduce the sum to such a limit.

3.4.2. Provided further that for a period of 7 years from the date of death or till the date on which the employee would have reached the normal age of superannuation had he remained alive, whichever period is shorter, the pension payable will be at 50% of the basic pay last drawn subject to a maximum of twice the pension admissible under Rule 25 (Section IV), if the employee has rendered continuous service for not less than 7 years.

Note: This provision is not applicable to those employees who retired before the date from which these rules come into force.

35. If the deceased member of the staff has left neither a widow nor a child, an award may be made to his father and his mother individually or jointly and in the absence of the father and the mother to minor brothers and sisters, individually or collectively, if they were largely dependent on the employee for support and are in pecuniary need.

3.5.1. Provided that the total amount of the awards shall not exceed one-half of the pension that would have been admissible to the widow under the preceding rule.

3.5.2. Provided further that each minor brother's or sister's share shall not exceed the amount of pension specified in Schedule 'E' for a "Child who is not motherless".

36. Any award made under Rule 38 will, in the event of an improvement in the pecuniary circumstances of the pensioner, be subject to review in such manner as the Executive Council may be order prescribe.

APPENDIX - B

Section - I Contributory Provident Fund

1. An employee will be governed by the Contributory Provident Fund Rules provided in these statutes of the University with the following modifications:
 - (i) The University's Contribution to the Fund shall be restricted to 10% of the employees' pay; and
 - (ii) The employees shall have to subscribe monthly to the Fund not less than 10% and not more than 25% of his pay.
- 1.1. All other rules provided under General Provident Fund in Appendix A and procedures prescribed shall be applicable to the Contributory Provident Fund.

Provided that notwithstanding anything contained in the rule 7.1.2 under General Provident Fund in Appendix A, an employee remaining under Contributory Provident Fund rules may take advance not exceeding the total amount subscribed and interest thereon standing to his credit in the Fund.

SECTION - II Gratuity

2. An employee who has completed minimum service by which he becomes entitled to University's share of contribution to the C.P.Fund, shall be granted gratuity in accordance with the scale of gratuity indicated in schedule 'C'. The gratuity shall be payable on his learning service of the University. In the event of his demise this gratuity shall be payable to the nominee or nominees of the deceased in the manner prescribed (vide annexure Forms V to VIII).
3. The amount of gratuity shall be subject to a maximum of fifteen times the emoluments. In the event of the death of an employee while in service, the gratuity shall be subject to a minimum of

37. An Extraordinary family pension will take effect from the day following the death of the employee or from such other date as the Executive Council may decide.

38. An Extraordinary family pension will ordinarily be tenable :-

- (a) in the case of a widow or mother until death or remarriage, whichever occurs earlier;
- (b) in the case of minor son, or minor brother until the age of 18;
- (c) in the case of an unmarried daughter or minor sister, until marriage or until she attains the age of 21, whichever occurs earlier;
- (d) in the case of a father, for life.

39. The family of the employees dying as a result of 'risk of office' or 'special risk of office' who are paid pension etc. under rule 36 will not be entitled to the family pension under section IV.

40. When a claim for any injury pension or gratuity or family pension arises under any of the rules in this section, the officer-in-charge of the office or the department or section in which the injured, or the deceased, was employed will forward the claim to the Executive Council through the Treasurer with the following documents.

- (a) a full statement of circumstances in which the injury was received, the disease was contracted or the death occurred;
- (b) the application for injury pension or gratuity in Form X or as the case may be, the application for family pension in Form XI, in the Annexure;
- (c) in the case of an injury the employee or one who has contracted a disease, a medical report in Form XII in the Annexure. In the case of a deceased employee, a medical report as to the death or reliable evidence as to the actual occurrence of the death if the employee lost his life in such circumstances that a medical report cannot be secured.

(a) on death after completion of one year of service but before completion of three years of service. A gratuity equal to one month's Pay.

(b) on death after completion of three years of service but before completion of five years of service. A gratuity equal to two month's pay.

(c) on death after completion of five years of service or more. A gratuity equal to three month's pay or the amount of terminal gratuity mentioned in Rule 6.1. above, whichever is more.

Note : Pay for the purpose of determining the amount of terminal or death gratuity under Rules 6.1 and 6.2 will mean only basic pay and also dearness allowance (if any) at the time of relinquishing service or of death as the case may be. It will not include special pay, personal pay and other emoluments as pay. In case the employee concerned was on leave with or without allowance immediately before retirement, discharge, invalidation or death, pay for this purpose will be pay which he would have drawn had he not proceeded or such leave.

twelve times the emoluments of the employee at the time of his death, provided that in no case shall it exceed Rs. 24,000/-

4. If an employee who has become eligible for payment of University's share of contribution to the C.P. Fund under the rules of the University dies within a period of 5 years after he/she retires or leaves the service of the University, as the case may be and the sums actually received by him/her at the time of death on account of University's share of contribution to the C.P. Fund, together with the gratuity under the above rules is less than the amount equal to 12 times the emoluments, a gratuity equal to the deficiency shall be granted to the person or persons nominated by him/her.

5. If a permanent employee dies before becoming eligible for the University's share of the contribution to the C.P. Fund of the University, his family will be eligible for a gratuity equal to six times his emoluments at the time of his death, except in cases in which death occurs in the first year of service, when the gratuity admissible shall be equal to two month's emoluments.

6. Temporary employees

6.1 Terminal Gratuity.

A temporary employee who retires on superannuation or is discharged on account of retirement or is declared invalid for further service will be eligible for a gratuity at the rate of one third of a month's pay for each completed year of service, provided that he has completed not less than five years of continuous service at the time of retirement, discharge or invalidation.

6.2 Death Gratuity:

The family of temporary employee who dies while in service will be eligible for a death gratuity on the scale and subject to the conditions specified below :

Schedule 'A'
(See Rule 17 of Appendix 'A')

Completed six monthly periods of qualifying service	Scale of Pension		Maximum Pension (in Rs.) per annum
	Scale of Pension	10/80th of average emoluments	
20	10/80	2,700	
21	10 1/2/80	2,835	
22	11/80	2,970	
23	11 1/2/80	3,105	
24	12/80	3,240	
25	12 1/2/80	3,375	
26	13/80	3,510	
27	13 1/2/80	3,645	
28	14/80	3,780	
29	14 1/2/80	3,915	
30	15/80	4,050	
31	15 1/2/80	4,185	
32	16/80	4,320	
33	16 1/2/80	4,455	
34	17/80	4,590	
35	17 1/2/80	4,725	
36	18/80	4,860	
37	18 1/2/80	4,995	
38	19/80	5,130	
39	19 1/2/80	5,265	
40	20/80	5,400	
41	20 1/2/80	5,535	
42	21/80	5,670	
43	21 1/2/80	5,805	
44	22/80	5,940	
45	22 1/2/80	6,075	
46	23/80	6,210	
47	23 1/2/80	6,345	
48	24/80	6,480	
49	24 1/2/80	6,615	
50	25/80	6,750	
51	25 1/2/80	6,885	
52	26/80	7,020	
53	26 1/2/80	7,155	
54	27/80	7,290	
55	27 1/2/80	7,425	
56	28/80	7,560	
57	28 1/2/80	7,695	
58	29/80	7,830	
59	29 1/2/80	7,965	
60	30/80	8,100	

Schedule 'B'
(See Rule 18.3 of Appendix 'A')

Commutation Value for a Pension of Rupee one per annum.

Age next birthday	Commutation value expressed as No. of years' purchase	Age next birthday	Commutation value expressed as No. of years' purchase	Age next birthday	Commutation value expressed as No. of years' purchase
17	20.33	40	16.30	63	9.02
18	20.22	41	16.04	64	8.68
19	20.11	42	15.77	65	8.34
20	19.99	43	15.49	66	8.00
21	19.87	44	15.21	67	7.87
22	19.75	45	14.92	68	7.34
23	19.61	46	14.92	69	7.02
24	19.48	47	14.32	70	6.70
25	19.33	48	14.02	71	6.39
26	19.18	49	13.71	72	6.09
27	19.02	50	13.39	73	5.80
28	18.86	51	13.07	74	5.51
29	18.69	52	12.75	75	5.23
30	18.51	53	12.42	76	4.96
31	18.32	54	12.09	77	4.70
32	18.13	55	11.75	78	4.45
33	17.93	56	11.42	79	4.20
34	17.72	57	11.08	80	3.97
35	17.50	58	10.73	81	3.75
36	17.28	59	10.39	82	3.54
37	17.05	60	10.05	83	3.34
38	16.80	61	9.70	84	3.15
39	16.56	62	9.36	85	2.97

Note: This table is based on a rate of interest of 4% per annum.

Schedule 'C'

Scale of Gratuity

(See Rule 19 of Appendix 'A' and Rule 2 of Appendix 'B')

Completed six monthly periods of qualifying service		Scale of Gratuity
1	"	½ months' emoluments
2	"	1 "
3	"	1 ½ "
4	"	2 "
5	"	2 ½ "
6	"	3 "
7	"	3 ½ "
8	"	4 "
9	"	4 ½ "
10	"	4 ¾ "
11	"	5 1/8 "
12	"	5 ½ "
13	"	5 7/8 "
14	"	6 ¼ "
15	"	6 5/8 "
16	"	7 "
17	"	7 3/8 "
18	"	7 ¾ "
19	"	8 1/8 "

20 and above ¼ th of the 'emoluments' for each completed six monthly period of qualifying service, subject to a maximum of 15 times the 'emoluments' provided that in no case it shall exceed Rs. 24,000/-.

Schedule 'D'

(See Rules 33, 34, 35 of Appendix 'A')

Scale of Injury Gratuity and Pension

Pay of the employee on the date of injury	Gratuity	Monthly pension on higher scale	Monthly pension on lower scale
1. Rs. 2,000/- and over		300	225
2. Rs. 1,500/- and over but under Rs. 2,000/-		225	200
3. Rs. 1,000 and over but under Rs. 1,500	3 months pay subject to a minimum of Rs. 800/-	200	150
4. Rs. 900 and over but under Rs. 1,000/-		150	125
5. Rs. 400 and over but under Rs. 900/-		100	84
6. Rs. 350 and over but under 400/-		85	70
7. Rs. 200 and over but under Rs. 350/-		67	50
8. Under Rs. 200/-	4 months	1/3rd of pay subject to a minimum of Rs. 8 per menssem.	1/5th of pay subject to a minimum of Rs. 4 per menssem.

Schedule 'F'
Classification of Injuries

Equal to loss of limb :

Bemiplagia without aphasia.
permanent use of a tracheotomy tube.
Artificial anus.

Total deafness of both ears.

Very severe :

Complete unilateral facial paralysis, likely to be permanent.

Lesion of Kidney, ureter or bladder.

compound fractures (except phalanges).

Such gross destruction of soft parts as to lead to permanent disability or loss of function.

Severe and likely to be permanent :

Ankylosis of, or considerable restriction in the movement of one of the following joints :-

Knee, elbow, shoulder, hip, ankle temporo-maxillary or rigidity of the dorsilumber or cervical sections of the spine.

partial loss of vision of one eye

Destruction of loss of one testicle

Retention of foreign bodies not causing permanent or serious symptoms.

Schedule 'E'
(See Rules 37 and 38 of Appendix 'A')
Family Gratuity and Pension

A. WIDOW

Pay of the employee on the date of injury	Gratuity	Monthly pension
1. Rs. 800/- and over	3 month's pay subject to a minimum of Rs. 200/-	20% of pay subject to a maximum of Rs. 275/-
2. Rs. 200/- and over but under Rs. 800/-		25% of pay subject to a maximum of Rs. 150 and a minimum of Rs. 75/-
3. Under Rs. 200/-	4 month's pay	45% of pay subject to a maximum of Rs. 75% and minimum of Rs. 40/-

B. CHILDREN

Pay of the employee on the date of death	Monthly pension of each child								
	<table border="1"> <tr> <td>If the child is motherless</td> <td>If the child is not motherless</td> </tr> <tr> <td>Rs. 60/-</td> <td>Rs. 25/-</td> </tr> <tr> <td>Rs. 37.50</td> <td>Rs. 13/-</td> </tr> <tr> <td>15% of pay subject to a minimum of Rs. 4/-</td> <td>1/20th of pay subject to a minimum of Rs. 3/-</td> </tr> </table>	If the child is motherless	If the child is not motherless	Rs. 60/-	Rs. 25/-	Rs. 37.50	Rs. 13/-	15% of pay subject to a minimum of Rs. 4/-	1/20th of pay subject to a minimum of Rs. 3/-
If the child is motherless	If the child is not motherless								
Rs. 60/-	Rs. 25/-								
Rs. 37.50	Rs. 13/-								
15% of pay subject to a minimum of Rs. 4/-	1/20th of pay subject to a minimum of Rs. 3/-								
1. Rs. 800/- and over									
2. Rs. 250/- and over but under Rs. 800/-									
3. Under Rs. 250/-									

ANNEXURE
FORM 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 persons mentioned below, who are members of my family as defined in Rule 2.4. of the General Provident Fund-cum-pension-cum-Gratuity Rules of the University of Gauhati 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 or share of accumulation to be paid to each.	Contingencies on the happening of which the nomination shall become invalid	Name, address & relationships, of the person if any, to whom the right of the nominee shall pass in the event of the nominee's predeceasing the subscriber

Dated this.....day of.....19.....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 I
(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 the General Provident Fund-cum-Pension-cum-Gratuity Rules of the University of Gauhati 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.....19.....at.....
 Two witnesses to signature
 1.
 2.
 (Signature of the subscribers)
 Designation.....

ANNEXURE
FORM 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 the General Provident Fund-cum-Pension-cum-Gratuity Rules of the University of Gauhati hereby nominate the person 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,

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

Dated this.....day of19.....at.....

Two witnesses to signature

1.
 (Signature of the subscriber)
 Designation.....
 Department.....
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
FORM 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. of the General Provident Fund-cum-Pension-cum-Gratuity Rules of the University of Gauhati 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 or share of accumulation to be paid to each	*Contingencies on the happening of which the nomination shall become invalid	Name, address & relationship of the person if any, to whom the right of the nominee shall pass in the event of the subscriber predeceasing the subscriber
---------------------------------	------------------------------	-----	--	--	---

Dated this.....day of19.....at.....

Two witnesses to signature:

1.
 (Signature of the subscriber)
 Designation.....
 Department.....
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 come invalid in the event of his subsequently acquiring a family.

ANNEXURE
FORM OF NOMINATION
FORM - V

(See Rule 19 of Appendix 'A' and Rule 3 of Appendix 'B')

Nomination for death-cum-retirement Gratuity when the employee has a family and wishes to nominate one member thereof:-
I hereby nominate the person mentioned below, who is a member of my family, and confer on him the right to receive any gratuity that may be sanctioned by the University of Gauhati in the event of my death while in service and the right to receive on my death any gratuity which having become admissible to me on retirement may remain unpaid at my death:-

Names and addresses of the nominee	Relationship with the employee	Age	Contingencies on the happening of which the nomination shall become invalid	Name, address & relationship, of the person or persons, if any, to whom the right conferred on the nominee shall pass in the event of the nominee predeceasing the employee or the nominee dying after the death of the employee but before receiving payment of the gratuity.	Amount or share of gratuity payable to each
------------------------------------	--------------------------------	-----	---	--	---

This nomination supersedes the nomination made by me earlier on.....
..... which stands cancelled.
Dated this.....day of19.....at.....
Two witnesses to signature:
1.
2.
(Signature of the employee)
Designation.....
Department.....

Note : The last column should be filled in so as to cover the whole amount of gratuity.
Nomination by
Designation
Department
Signature of the Treasurer
Date

ANNEXURE
FORM OF NOMINATION
FORM-VI

(See Rule 19 of Appendix 'A' and Rule 3 of Appendix 'B')

Nomination for Gratuity
When the member of staff has a family and wishes to nominate more than one member thereof.

I hereby nominate the person mentioned below, who are members of my family, and confer on them the right to receive to the extent specified below, any gratuity that may be sanctioned by the University in the event of my death while in service and the right to receive on my death to the extent specified below, any gratuity which having become admissible to me on retirement may remain unpaid at my death:-

Name and address of the nominee	Relationship with the employee	Age	*Contingencies on the happening of which the nomination shall become invalid	Name, address & relationship, of the person or persons, if any, to whom the right conferred on the nominee shall pass in the event of the nominee's predeceasing the employee or the nominee dying after the death of the employee but before receiving payment of the gratuity.	* Amount or share of gratuity payable to each
---------------------------------	--------------------------------	-----	--	--	---

This nomination supersedes the nomination made by me earlier on.....
..... which stands cancelled.
N.B.-The member of staff shall draw lines across the blank space below the last entry to prevent the insertion of any name after he has signed.
Dated this.....day of19.....at.....
Two witnesses to signature
1.
2.
(Signature of the employee)

Note : 1. Fourth column should be filled in so as to cover the whole amount of gratuity.
2. The amount/share of gratuity shown in last column should be the whole amount/share payable to the original nominee.
Nominated by.....Designation.....Department.....

ANNEXURE
FORM OF NOMINATION
FORM - VII

(See Rule 19 of Appendix 'A' and Rule 3 of Appendix 'B')
Nomination for additional Gratuity

When the employee has no family and wishes to nominate one person :-
I, having no family, hereby nominate the person mentioned below and confer on him the right to receive any gratuity that may be sanctioned by the University in the event of my death which in service and the right to receive on my death any gratuity which having become admissible to me on retirement remains unpaid at my death.

Name and address of the nominee	Relationship with the employee	Age	Contingencies on the happening of which nomination shall become invalid	Name, address & relationship of the person or persons, if any, to whom the right conferred on the nominee shall pass in the event of the nominee predeceasing the employee or the nominee dying after the death of the employee but before receiving payment of the gratuity.	Amount or share of gratuity payable to each
---------------------------------	--------------------------------	-----	---	---	---

This nomination supersedes the nomination made by me earlier on..... which stands cancelled.

Dated this.....day of19.....at.....
Two witnesses to signature
1.....
2.....
Signature of the Employee

Nominated by.....
Designation.....
Department.....
Signature of the Treasurer
Date

ANNEXURE
FORM OF NOMINATION
FORM - VIII

(See Rule 19 of Appendix 'A' and Rule 3 of Appendix 'B')
Nomination for additional Gratuity

When the employee has no family and wishes to nominate more than one person :-
I having no family, hereby nominate the persons mentioned below and confer on them the right to receive to the extent specified below, any gratuity that may be sanctioned by the University in the event of my death while in service and the right to receive on my death, to the extent specified below any gratuity which having become admissible to me on retirement may remain unpaid at my death.

Names and addresses of the nominees	Relationship with the employee	Age	* Amount or share of gratuity payable to each	Contingencies on the happenings of which the nomination shall become invalid	Name, address & relationship, of the person or persons if any, to whom the right conferred on the nominee shall pass in the event of the nominee predeceasing the employee or the nominee dying after the death of the employee but before receiving payment of the gratuity.	* Amount or share of gratuity payable to each
-------------------------------------	--------------------------------	-----	---	--	---	---

This nomination supersedes the nomination made by me earlier on..... which stands cancelled.

N.B.- The employee should draw lines across blank space below the last entry prevent the insertion of any name after he has signed.

Dated this.....day of19.....at.....
Two witnesses to signature
1.....
2.....
Signature of the Employee
Dated.....

*Note - This column should be filled in so as to cover the whole amount of gratuity.
The amount/share of gratuity shown in last column should cover whole amount or share payable to the original nominees.
Nominated by.....
Designation.....
Department.....
Signature of the Treasurer
Date

FORM - IX

(See Rule 27 of Appendix 'A')

Form - Family Pension

Subject :- Payment of family pension in respect of the late

Shri/Smt.

The undersigned has learnt with regret the death of

Shri/Smt.

(Designation)

In this University and is directed to inform you that under Rule..... of Appendix 'A' to Gauhati University Retirement Benefit Rules you are entitled to Family Pension for life/ till attaining the date of majority.

I am according to suggest 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 a passport size photograph duly attested by a Gazetted Officer.
3. Guardianship certificate where pension is admissible to the minor children.

(Designation)

To

.....

* Where family pension is admissible to the minor children

FORM - X

(See Rule 40 of Appendix 'A')

Form of application for injury pension or gratuity

1. Name of applicant
2. Father's name
3. Residence, showing Village and District.....
4. Present or last employment.....
- Designation.....
- Deptt/Sect.....
5. Date of beginning of service at the Institute.....
6. Length of service, including interruptions.....
7. Classification of injury
8. Pay at the time of injury.....
9. Proposed pension or gratuity.....
10. Date of injury.....
11. Placement of payment.....
12. Date of applicant's birth by Christian era*
13. Date on which the applicant applied for pension.....

Place.....

Date.....

Signature of the applicant
Special remarks, if any, by the Officer in charge of the Department/ Section/Office.

Signature

* If not known exactly, must be stated on the best information or estimate.

FORM - IX

(See Rule 27 of Appendix 'A')

Form - Family Pension

Subject :- Payment of family pension in respect of the late

Shri/Smt.

The undersigned has learnt with regret the death of

Shri/Smt.

(Designation)

In this University and is directed to inform you that under Rule..... of Appendix 'A' to Gauhati University Retirement Benefit Rules you are entitled to Family Pension for life/ till attaining the date of majority.

I am according to suggest 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 a passport size photograph duly attested by a Gazetted Officer.
3. Guardianship certificate where pension is admissible to the minor children.

(Designation)

To

.....

* Where family pension is admissible to the minor children

FORM - XI

(See Rule 40 of Appendix 'A')

Form of application for Family Pension for the family of
late.....died on injuries
 received as a result of special risk of office.
 Submitted by the Description of Claimant

1. Name and residence showing Village and District.....
2. Age.....
3. Height.....
4. Marks of Identification.....
5. Present occupation and pecuniary circumstances.....
6. Degree of relationship to deceased.....

Description of deceased

7. Name.....
8. Occupation and service.....
9. Length of service.....
10. Pay when killed.....
11. Nature of injury causing death.....
12. Amount of pension or gratuity of proposed.....
13. Placement of payment.....
14. Date from which pension is to commence.....
15. Remarks.....

Name Date of birth by
 Daughters Christian era.
 Names and ages of Widows
 Surviving kindred Father
 of deceased Mother
 Sons

Note : If the deceased has left no son, widow, daughter, father or mother surviving him the word 'none' or dead should be entered opposite to such relative.

Place..... Signature of claimant
 Date.....
 Place..... Signature of the officer-in-charge
 Date..... of Department/Section

FORM - XII

(See Rule 40 of Appendix 'A')

Form to be used by consulting Medical Officer when reporting on injuries.

Confidential

Report of the consulting medical officer on the present state of the injury sustained by/disease contracted by.....(Place of injury; etc.) on(date of injury, etc.)

- (a) State briefly the circumstances under which the injury was sustained/disease was contracted.
- (b) What is the present condition of the employee ?
- (c) Is the present condition of the employee wholly due to the injury/ disease?
 If not, state to what other causes it is attributable.
- (d) In the case of disease, from which date does it appear that the employee has been incapacitated ?

The opinion of the consulting Medical Officer on the question below is as follows :-

Part A — First Examination

The severity of the injury should be assessed in accordance with the following classification and details given in the remarks column below:—

- | | | |
|--|-----|----|
| 1. Is the injury | Yes | No |
| (a) the loss of an eye or a limb? | | |
| (b) the loss of more than one eye or a limb? | | |
| (ii) more severe than the loss of an eye or a limb ? | | |
| (iii) equivalent to the loss of an eye or a limb? | | |
| (iv) very severe ? | | |
| (v) severe and likely to be permanent ? | | |
| (vi) severe, but not likely to be permanent ? | | |
| (vii) slight but likely to be permanent ? | | |

2. For what period from the date of the injury

- (a) has the employee likely to remain unfit for duty?
- (b) is the employee likely to remain unfit for duty,

Remarks : Here the classification above may be amplified, if necessary or details of additional injuries to the main injury may be given.

Part B — Second or subsequent examinations

If the original degree of severity of injury of the employee has changed : in which of the above categories should it now be placed?

Remarks : In this space additional details may be given, if necessary.

.....

Signature of the consulting
Medical Officer

Date.....

Instructions to be observed by the consulting Medical Officer in preparing the report.

1. Before recording his opinion he should invariably consult the previous reports, if any, as also all medical documents connected with the employee on previous examination brought before him for examination.
2. If the injuries be more than one they should be numbered and described separately and should it be considered that, for instance, though only 'severe' or 'slight' in themselves, they represent together the equivalent of a single 'very severe' injury, such an opinion may be expressed in the column provided.
3. In answering the questions in the prescribed form he will confine himself exclusively to the medical aspect of the case and will carefully discriminate between the unsupported statements of the employee and the medical and documentary evidence available.
4. He will not express any opinion, either to the employee examined, or in his report, as to whether he is entitled to compensation, or as to the amount of it nor will he inform the employee how the injury has been classified.

Gauhati University Retirement Benefit (Amended) Rules, 1982

Whereas it is expedient to amend the Gauhati University Retirement Benefit Rules, 1974 (A Statu made under section (36) (i) of the Gauhati University Act, 1947) as amended upto-date the rules are hereby amended as follows:—

1. The rules shall be called the Gauhati University Retirement Benefit (Amended) Rules, 1982.
2. The Rules shall come into force with effect from 1st January, 1989.
3. In 'Definitions': The Rules 2.3.2. shall be revised as follows.
Rule 2.3.2. : 'Average emoluments' means the average of the emoluments as defined above, calculated in respect of last ten complete months of service.

In Section II 'Pension' The Rule 17 be revised and re-numbered as follows and the schedule 'A' Scale of pension be deleted.

Rule 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 below:—

Pay Scale	Amount of monthly pension
(i) Upto first Rs.1,000/- : of average emoluments reckonable for pension	50% of average emoluments.
(ii) Next Rs.500/- of : average emoluments reckonable for pension	45% of average emoluments.
(iii) Balance of average : emoluments reckonable for pension	40% of average emoluments subject to the maximum of Rs. 1,500/- p.m.

Rule 17.2 : The amount of pension arrived at on the basis of the above will be related to the maximum qualifying service of 35 years. The University employees, who at the time of

retirement, have rendered qualifying service of 12 years or more but less than 35 years, the amount of their pension will be such proportion of the maximum admissible pension in the qualifying service rendered by them bears to the maximum qualifying service of 35 years.

Rule 17.3 : Those who draw pension according to the revised formula will not be entitled to the adhoc increases in pensions granted from time to time by the Gauhati University authority.

However, the employees will have the option to draw pension according to the old formula (together with the adhoc increases) or in accordance with the revised formula whichever is more advantageous to them. In section IV — (Family pension). The existing Rules 25 (VI) be deleted.

The existing Rule 25 (vii) be re-numbered as 25 (vi) and revised as follows:—

Rule 25 (iv) under the 'family pension' scheme the following shall be awarded:—

Pay of employee	Monthly pension of Widow/ Widower/Children
1. Rs. 800/- and above	12% of pay subject to minimum of Rs. 120/- and maximum of Rs.200/- p.m.
2. Rs. 200/- and above but below Rs. 800/-	15% subject to a minimum of Rs. 60/- p.m.
3. Below Rs. 200/-	30% of pay subject to a minimum of Rs. 40/-p.m.

Amendment approved by the Executive Council vide Re.No 284/12/82 dt. 14.8.82

Amendment approved by the G U Court on 30-3-83
Received the assent of the Chancellor on 28th March, 1989 as communicated vide Governor Secretariat letter No. GSA. 151/80/45 dt. 4/4/1989/

GAUHATI UNIVERSITY

Retirement Benefit (Amendment) Rules, 1978

(Under Section 36/1 of the Gauhati University Act, 1947)

Whereas it is expedient to amend the Gauhati University Retirement Benefit Rules, 1974 (a statute made under section 36/1 of the Gauhati University Act, 1974 as amended upto date) the Rules are hereby amended as follows:

1. 1. These Rules shall be called the Gauhati University Retirement Benefit (Amendment) Rules, 1978.

2. These Rules shall come into force with effect from 1.1.78

8.1.3.3. In Rule, 8.1.3 the following shall be added — Provided that on the expiry of one year from the date of the first advance taken by a subscriber a second advance may be granted to a subscriber before the previous advance has been fully repaid with interest by adjusting the outstanding balance with interest from the second advance to be granted to him.

4. In Section III (Gratuity) after Rule 19th following shall be added as Rule 19.1.

19.1. "No Gratuity shall be paid to an employee who is dismissed from the service for any reason whatsoever or whose service are terminated on account of his failure to report to duty in violation of any University Rule or any direction of the Executive Council."

5. In Section II (Gratuity) Rules 2 the following shall be added as Rule, 2.1

2.1 "No Gratuity shall be paid to an employee who is dismissed from the service for any reason whatsoever or whose services are terminated on account of his failure to report to duty in violation of any University Rules or any direction of the Executive Council."

Passed by the Executive Council vide resolution No. 80/2/78 dt. 16-2-78 and assent of Chancellor received under letter No. G/GR/1/78/7891 dt. 6th May, 1978.

**GAUHATI UNIVERSITY RETIREMENT BENEFIT RULES
(1974) AS AMENDED UPTO DATE**

1. The Rules shall be called the Gauhati University Retirement Benefit Rules 1974 as amended upto-date.
2. The Rules, shall come into force with effect from 1st Jan. 1989. The Executive Council vide its Resolution No. 95/12/173 of 11.9.95 decided that pension at the revised rates and other allowances recommended by the C.P.C. 1990 and approved by the Chancellor shall be paid of the University employees who retired on or after (C.P.C. Rule 7.6) 31.1.89 on the basis of the modalities of the pension-cum-Gratuity Scheme embodied in the haed" pension under section II of the G.U. Retirement benefit Rules 1974 as amended upto-date as hereunder.

Implementation :

The Executive Council, vide resolution No. 94/12/137 dated 11-6-94 decided to implement the pension scheme with effect from 28-8-93 i.e. join the date of notification.

As such the new revised pension scheme is applicable to the Existing Gauhati University employees as on or after 28-8-93 but not to the employees prior to this date.

- (i) Following are the benefits admissible to a University employee on retirement from University service.

- (ii) Pension & Gratuity
- (iii) Death cum Retirement Gratuity
- (iv) Family pension (after death of pensioner).
- (v) On leave salary in respect of unutilised Earned Leave at credit on the date of retirement/superannuation/death.

In case of death while in service under G U Pension Scheme the of the University employee shall be entitled to :-

- (i) Family pension
- (ii) Death cum Retirement Gratuity
- (iii) Cash equivalent to leave Salary in respect of Earned leave at credit on the date of death

2. Every employees of the University including the tenure post holde should have put in a minimum of qualifying service of 10 years to be eligible for pension under pension scheme.

3. Subject to the above qualifying service of the following pension benefit shall be admissible to the University employees.

- (a) Superannuation or retirement Pension shall be admissible to the University employees who retire from service on attaining the age of superannuation or completion of 33 years of service which ever earlier.

1. **Amount of Pension :**

An employee retiring after 33 years of qualifying service on or after 31.1.89 shall be allowed pension 50% (Fifty percent) of the last ten month (average) basic pay.

The amount of Pension shall be reduced proportionately for less years of qualifying service.

- (b) **Compensation Pension :**

If an employee is released from service due to abolition of post he/she shall be entitled to compensation pension as under.

- (i) If the qualifying service is less than 10 years he/she will get gratuity only as per scale of payment of gratuity.

- (ii) If the qualifying service is not less than 10 years he/she will get addition to gratuity.

Pension according to rates admissible to a retired employees:

- (c) **Invalid Pension :**

An invalid pension will be granted to an employee on retirement from service for permanent physical or mental disability in capacitating him/her for further service if certified by component medical officer as may prescribed by the Executive Council in this behalf as per formula applicable to the State Govt. Employees.

- (1) **Compulsory Retirement :**

An employee compulsorily retired from service as a penalty shall granted by the Executive Council such pension or gratuity or both at rate not less than two thirds of the full invalid pension or two thirds of retiring pension and not more than full compensation pension as the case may be and special additional

pension if admissible to him on the date on this compulsory retirement.

(d) Voluntary Retirement :

Any University employees may be given notice of not more than 3 months in writing to the Registrar G.U., to retire from service after he has attained the age of 50 years or has completed 20 years or service with five years weightage of service as the case may be:

(e) Extra ordinary Pension & Gratuity :

Subject to the rules in (sec.-V) of the G. U. Retirement Benefit Rules, 1974 as amended upto date at page 21 of the R.B. Rules.

(f) Family Pension :

If an employee under the Pension Scheme dies while in service, or after retirement, Family Pension shall be admissible at the following rates:

Pay range	Rate of Family Pension
(i) Not exceeding Rs. 1500/-	Rs. 40%
(ii) Above Rs. 1500/- but below 3000/- w.e.f. 1.1.89	20% of the Basic pay subject to a minimum of Rs. 1225/- p.m.
(iii) Above of 3000/-	15% of Basic pay subject to a minimum of Rs. 1225/-

(a) Enhanced rate of Family Pension :

If an employee who dies after rendering not less than 7 years continuous service 50% of pay last drawn or twice the family pension admissible under normal rule whichever is less and the amount so admissible shall be payable for the period as admissible to Govt. employees.

In the event of death of the father and mother who were both University employees the minor children will be eligible the family pension as per State Govt. Rules.

(b) Eligibility for Family Pension:

In the case of widow/widower up to the date of his/her death or marriage whichever is earlier the pension will be admissible in the case of a minor son until he attains the age of 18 years and in case of unmarried daughters until she attains the age of 21 years or marriage which ever is earlier.

Family for the purpose of this rule in the clause will include the following relatives of all categories of Gauhati University employees:

- (a) Wife, in case of the male employee.
- (b) Husband, in case of the female employee.
- (c) Minor sons and
- (d) Unmarried (Minor) daughters.

Note.1.(C) & (D) will include children adopted legally before retirement.

2. Marriage after retirement will not be recognised for purpose of this pension rule.

The new recruits on and from 1st January 1999 will be covered under the said pension Rules and scope of giving option has been ceased hence forth.

4. **Dearness relief to Pensioners :**

Dearness allowance shall be admissible to pensioners including the family pension holders at the rates sanctioned by the Govt. of Assam from time to time.

(Note: Dearness allowance shall also be admissible to the pensioners including the family pension holders who were granted pension prior to 31.1.89)

5. All pensioners including the family pension holders will get Medical Allowance at the rates fixed by the State Govt. from time to time.

(Note :- This benefit shall also be admissible to the pensioners including family pension holders who were granted pension prior to 31.1.89)

6. **Commutation of Pension:-**

A pensioner (but not the family pension holder) may commute a part of his pension in the following manner.

- (a) Not more than one third of his basic pension admissible for commutation.
- (b) If commutation is applied for after one year of retirement medical examination by the Competent Medical Board to be constituted by the Executive Council will be necessary & decision will be made by the E.C. on the basis of the Medical report.

(c) Commutation for twelve 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.

- (d) After 12 years from the date of Commutation full pension of the pensioner will be resorted to, for example, if a pensioner committee his pension at the age of 70 years the full pension will be resorted to, after completion of the age of 82 years.
- (e) A statement showing commuted an amount that would be admissible to a pensioner is furnished below :-

Age of the Next Birth Day	Committed value expressed as Number of Year purchased
60	10.13
61	9.81
62	9.48
63	9.15
64	8.82
65	8.50
66	8.17
67	7.85
68	7.53
69	7.22
70	6.91

For example if a pensioner's pension is fixed at Rs. 900/- p.m. his commuted amount of pension if applied on the 61th birth day, the commuted value of pension will be

$$\frac{900}{3} \times 9.81 \times 12 = \text{Rs. } 35,316/-$$

If he applied on 70th birth day it will be

$$\frac{900}{3} \times 6.91 \times 12 = \text{Rs. } 24,876/-$$

7. Contributory Provident Fund/General Provident Fund

- (a) An Employee who opts for C.P.F under Retirement Benefit rule, 1974 shall not be entitled to pension.

(b) an employee who under C.P.F. scheme for pension, shall have to surrender the University's contribution together with the interest allowed thereon at University prescribed rate, which will be transferred to a consolidated pension fund.

(c) The University will continue to contribute an amount equivalent to ten percent of basic pay per months towards the consolidated pension fund during the period of service of employees opting for the pension scheme.

(As per E.C.'s decision under Resolution No. 94/22/27 dt. 20.1.94 in order to create pension fund 10% of Basic from the employee opted for pension was made effective from the P.F. Bill of April - as per Treasurer circular No. 1 under Memo No. A/Pension/95-96/103-202 dt. 8.4.95)

(8) Insurance Premium out of University contribution :-
Life Insurance policies taken by the University employees against provident fund deposit shall be maintained with the subscription of the employees concerned. This will however not be applicable in respect of new recruits with effect from 1st January, 1999.

The E.C. in its meeting vide Res. No. 97/9/104(i) dt. 14.6.97 has also accepted the committee report constituted under Res. No. 96/11/148 and included the following provision.

- (i) The pension scheme shall be uniformly applied to all categories of employees of the Gauhati University and the date of option pension cum-gratuity in the same line of State Govt.
- (ii) 9% simple interest be charged on the University Contribution part of 80% withdrawal of P.F. money.
- (iii) 9% simple interest on the annual premium of Insurance policy out of University Contribution part shall also be changed from the date of commencements of policy and the premium is to be charged from the employee's contribution.
- (iv) The legal heir of the eligible employees who expired before exercising option may also be allowed to opt for the pension scheme.

The inclusion of the above provision in the new pension scheme was notified for general information under Treasurer's Memo No. 1/PE/97-98/2073-2222 dt. 28-6-97

9. Death-cum-Retirement Gratuity:

The amount of gratuity shall be subject to a maximum of 16½ months emoluments. In the event of death of an employee while in service the amount of gratuity will be subject to a minimum of 12 times the emoluments of the employees at the time of his death provided that in no case shall it exceed Rs. 200000/- the maximum fixed subject to revision by the State Govt. from time to time.

The Gratuity shall be admissible to the University employees who retires on superannation or in the event of death of the employees. Provided under Sec III Gratuity of the G.U. Retirement benefit Rules as amended up-to-date.

10. Cash equivalent of leave salary in respect of utilised of Earned Leave at credit on the date of retirement/death Cash equivalent of leave salary in respect of the period of earned leave at credit at the time of retirement on superannuation or death shall be admissible subject to the following conditions:

(a) The Payment of cash equivalent of leave salary shall be limited to a maximum of 350 days earned leave subject to revision by the State Govt. from time to time.

(b) The cash equivalent to leave salary thus admissible will become payable on retirement and will be paid in one lump-sum one time settlement.

(c) Cash payment will be equal to leave salary as admissible for earned leave & dearness allowance admissible under leave salary at the rates enforce on the date of retirement/death.

(d) The authority competent to grant leave shall order granting cash equivalent of earned leave at credit on the date of retirement/death. Cash payment equivalent of leave salary shall not be admissible to cases of premature/voluntary retirement person who is compulsorily retired as a measurer of punishment under the disciplinary rules, shall not be entitled to this benefits.

Notwithstanding any thing contained herein above, in all other matters regarding pension benefits the University shall follow the Assam Govt. Pension Rules except in matters in which the Executive Council may decide, otherwise by general or special orders.

Any employee resigning or relinquishing University service and joins another organisation, his/her leave on credit on the date of such resignation or relinquishment, be transferred to the concern where he/she joins a fresh.

N.B.: As per State Govt. pension rules, a Govt. servant retiring after 33 years of qualifying service shall be entitled to pension at the rate of 50% of the last ten months average pay subject to a minimum of Rs. 1225/- and maximum of Rs. 8500/- p.m.

As per State Govt. Office Memorandum No. FEG. 23/78/79 of 30th March, 1981 a State Govt. employee who is retired by the competent authority under Clause B.F.R.-56 or volunteers to retired as per provision in clause Cibid may be paid in Lump-sum the amount equivalent to leave salary and allowances, if any, admissible during the period of leave granted under the said decision of the State Govt. similarly, cash payment equivalent to leave salary shall also be admissible to such cash of premature/voluntary retirement/ of the University employees as will.

A person who is compulsorily retired as a measure of punishment under the disciplinary rules shall not be entitled to these benefits.

The pension fund created out of the employee's contribution towards the pension fund, would be invested profitably elsewhere, and the sum so accumulated will partially utilised for disbursement of regular pension and the balance be suitably reinvested accordingly.

1 N. B.: The hon'ble E.C. vide its resolution No. 99/18/169 dt. 18.9.99 has amended the provision as under (i) that the employees who joins the University service from other Govt./Semi Govt./A died institutions, his/her past service shall be counted for pension benefits, only if he/she applied through proper channel as per State Govt. Rules. In this case again he/she has to deposit the amount against his/her unutilised Earned Leave/P.F. (Subscription Contribution) and gratuity etc. that will have to be deposited with the University. To avail the University pension benefits he/she should render atleast 5 (five) years of continuous service.

At present the gratuity is paid at the rate one forth of the emoluments for each six monthly period of qualifying service subject to a maximum of sixteen and half times of emoluments. The C.P.C. 1990 fixed the maximum limit of gratuity at Rs. 72,000/-

The committee recommended the State Govt. rates of gratuity maximum of Rs. 2,00,000/- to the University employee also according to the schedule of gratuity as mentioned herein above. The date of effect will be the same with the State Govt. i.e. 01-01-1996.