

Ordinance 36 : Pension-Cum-General Provident Fund Scheme

1.0 SHORT TITLE & COMMENCEMENT

1.1 Guru Gobind Singh Indraprastha University (GGSIPU) Employees **Pension cum General Provident Fund scheme** has been formulated to provide benefit of Pension and Provident Fund to its employees, who were on regular employment on or before 31/12/2003 and did not attain the age of superannuation, in terms of Section 33 of Indraprastha Vishwavidyalaya Act 1998. They shall be required to exercise an option within stipulated period of three months of this Ordinance, to switch over to a Pension cum GPF scheme. If an employee does not exercise Option within three months, it will be presumed that he/she is not interested in pension scheme, and will continue to be governed by the CPF scheme, already in existence. On exercise of the option, the amount lying in his CPF account shall be divided as under:

- (I) Employer's contribution in their CPF account together with interest accrued there on shall be transferred to a Pension Fund for meeting his pension liability. In addition, GGSIPU may also make such further contributions, as necessary in terms of actuarial calculations to cover pension liability of its employees.
- (II) Employee's own contribution along with interest accrued there on to be transferred to a new GP Fund account.

1.2 The Board of Management (BOM) of GGSIPU may set up separate Trusts to manage investments from these Funds. The task of making investments from these Funds may also be entrusted to Fund Manager(s), to be appointed with approval of the Vice Chancellor, GGSIPU.

1.3 Save as otherwise provided in this ordinance, it shall come into force from the date of approval of Board of Management.

2.0 DEFINITIONS

Unless there is anything repugnant in the subject or context, the terms in these rules shall carry the meaning as under:

2.1 UNIVERSITY

University means the Guru Gobind Singh Indraprastha University (GGSIPU)

2.2 QUALIFYING SERVICE

Subject to the provision of these rules, qualifying service of a University employee shall commence from the date he takes charge of the post to which he is first appointed in substantive/ officiating/ temporary capacity. Provided, the officiating or temporary service is followed without interruption by a substantive appointment in the same or any another post.

2.3 EMOLUMENT

The expression Emolument implies basic pay as defined in Rule 9 (21)(a)(i) of the Fundamental Rules of Govt. of India which an employee would be receiving immediately before his retirement or on the date of his death. It includes **Basic** Pay along with Grade Pay for the purpose of pension, and Basic Pay plus Grade pay along

with DA for the purpose of DCRG. In the case of Medical Officers, it also includes NPA in lieu of private practice. When there is reduction in the 'emoluments' during the last ten months of service, otherwise than as a penalty, gratuity may be based on 'average emoluments' for the last ten months instead of 'emoluments'.

2.4 AVERAGE EMOLUMENTS

Average emolument shall be determined with reference to the emoluments drawn by an employee during the last ten months of his service. Pension will be sanctioned on the average emoluments received during the last 10 months or last emoluments whichever is more beneficial to the retiree.

2.5 BOARD OF MANAGEMENT

Board of Management means BOM of Guru Gobind Singh Indraprastha University

2.6 COMPETENT AUTHORITY

- (a) BOM of the GGSIPU shall be competent authority to adopt Pension cum GPF Rules.
- (b) Registrar shall be the competent authority to sanction pension to the employees of GGSIPU, or during his absence any other officer notified by the Vice Chancellor.
- (c) Any amendment to the Pension cum GPF scheme shall also be with approval of BOM

2.7 CONTROLLER OF FINANCE

Controller of Finance (COF) means the Controller of Finance of GGSIPU

2.8 PENSION & GP FUNDS

There shall be separate Funds for meeting pension liability of eligible employees of GGSIPU, and for better management of the employees GPF contributions. The interest on GPF accounts will be as applicable to government employees for GPF.

2.9 EMPLOYEE

The term Employee, wherever referred to in this Ordinance includes both teaching and non-teaching staff, who were appointed on regular basis prior to 01.01.2004 and had not attained the age of superannuation. It also includes employee taken on regular strength of GGSIPU before 01.01.2004, and were holding pensionable posts in their previous service, and have opted to be governed by the provisions of this Ordinance. The Provisions as contained in Rule 14 of CCS (Pension) Rules and GOI order below the said Rule shall be followed.

2.10 FAMILY PENSION & DEATH GRATUITY

- (I) The period for which family pension is payable shall be as follows (as defined in Rule 54(6) of the CCS (Pension) Rule 1972) :-
 - (a) In case of widow or widower, up to the date of death or re-marriage, whichever is earlier;
 - (b) In the case of son, until the age of twenty five years; and

- (c) In the case of unmarried daughter, until she attains the age of twenty five years or until she gets married, whichever is earlier:
- (II) Family for the purposes of Gratuity means family of employees, as defined in Rule 50 of the CCS (Pension) Rules 1972. It includes,
- (a) wife or wives including judicially separated wife or wives in the case of a male University employee
 - (b) husband, including judicially separated husband in the case of a female University employee
 - (c) sons including stepsons and adopted sons
 - (d) unmarried daughters including stepdaughters and adopted daughters
 - (e) widowed daughters including step daughters and adopted daughters
 - (f) father, mother – including adoptive parents in the case of individuals whose personal law permits adoption
 - (g) brothers below the age of eighteen, including stepbrothers
 - (h) unmarried sisters and widowed sisters including step sisters
 - (i) unmarried daughters, and
 - (j) Children of a predeceased son.

Provided that if the son or a daughter of an employee is suffering from any disorder or disability of mind (including mentally retarded) or is physically crippled or disabled, so as to render him or her unable to earn a living even after attaining the age of twenty five years, the family pension shall be payable to such son or daughter for life subject to certain conditions of eligibility.

2.11 REGISTRAR

Registrar means the Registrar of GGSIPU

2.12 TEMPORARY SERVICE

The word temporary service used in these rules shall mean the period spent on probation after regular appointment against a sanctioned post.

2.13 VICE CHANCELLOR

Vice Chancellor means the Vice-Chancellor of GGSIPU

3.0 COUNTING OF PAST SERVICE

- 3.1 The benefit for counting of past service will be applicable in the cases who were earlier working in the pensionable establishment of Central Government/ State Government/ Autonomous/ Statutory Bodies. Provided, transfer / deposition of all the pensionary benefits along with interest accrued thereon and have been absorbed/ selected in this University with the prior consents/through proper channel of parent employer. The counting of Past Service will be finalized only with the approval of Competent Authority i.e. Board of Management.
- 3.2 Provided pension liability of previous services will be borne by the erstwhile employer, as a onetime payment calculated with reference to commutation table given at Appendix-I of CCS (Pension) Rules 1972 read with CCS (commutation of pension) Rules 1981 and modifications therein. However, if the previous employer is unwilling or unable to discharge its pension liability, then the same can be borne by the employee without any obligation to GGSIPU including submission of all documentary evidence service record from his previous employer.

3.3 If an employee wishes to avail the benefit of past service, he will be required to exercise option within 3 months from the date of notification of this ordinance. However, if an employee is on leave/study leave/ deputation/foreign service/under suspension, he may be permitted to exercise his option within three months after resuming duty.

4.0 The option in terms of Rule 3 above is not applicable to employees, who were appointed by the University on a consolidated salary or on special terms.

5.0 The employees who have since retired or died prior to the notification of this scheme, they or their eligible spouse whatever the case may be, shall have the right to either opt:

(a) to continue to be governed by the C.P.F. Scheme, or

(b) to elect to be governed by the Pension Scheme contained in these Rules

(c) option once exercised shall be final and employees will not be allowed to change the option again. In case of employees or spouse of the deceased employee who give option as given in clause (b) of Rule 5 will have to deposit the total University Contribution of C.P.F. plus interest received by them on their retirement along with interest thereon from the month they received the final payment to the date of deposit in case they have received the retirement benefits under the C.P.F. scheme. In the cases in which retirement benefits under the C.P.F. scheme have not been received by the employees/eligible spouse, their total university share along with interest accrued thereon shall be transferred in the Pension Fund. The interest to be charged will be the same as allowed to employees on their P.F. accumulations.

5.1 If a retired employee or spouse of deceased employee fails to exercise option within the stipulated period of three months, the employee shall be deemed to have elected to be governed by the existing C.P.F scheme. No further request for relaxation of the time limit shall be entertained.

6.0 GRATUITY

6.1 If an employee retires after completing five or more years of qualifying service, he is eligible to receive retirement gratuity equal to one-fourth of his emoluments for each completed six monthly period of qualifying service, subject to a maximum of 16-1/2 times of emoluments.

6.2 If an employee dies while in service, the death gratuity shall be paid to his family in the following manner:

(i) Less than 1 year 2 times of emoluments

(ii) One year or more but 6 times of emoluments
less than 5 year

(iii) 5 year or more but 12 times of emoluments
less than 20 years

(iv) 20 years or more Half of emoluments for every completed six
month period of qualifying service, subject to a
maximum of 33 times of emoluments

Provided that the amount of retirement gratuity or death gratuity payable under this rule shall in no case exceed Rs. 3.5 lakhs (increased to Rs.10 Lakhs w.e.f. 01.01.06).

7.0 CONSTITUTION AND MANAGEMENT OF FUNDS

- 7.1 The management of the Pension and G.P.Fund(s) shall vest in the Board of Management (BOM), who may set up separate Trust(s) to manage pension liability of GGSIPU, and for more efficient management of investments from the GP Fund.
- 7.2 The Trust(s) may appoint Fund Manager(s) to manage the Pension Fund, and a separate Fund Manager for more efficient management of investments from the GP Fund.
- 7.3 The University may invest such part of the fund, as may be considered expedient, in the Government securities/ certificates, negotiable Government guaranteed bonds, and in such deposit schemes of the Central Government as may be notified in this regard from time to time, the interest or profit realized thereon would be credited to the respective Funds. All investments and securities shall be held in the name of Trust(s) to be set up for this purpose.

8.0 NOMINATIONS FOR GPF

- 8.1 Every employee of the GGSIPU entitled to subscribe to the Provident Fund, shall at the time of joining the Fund, be required to sign a declaration in the prescribed form that he has read the ordinance and agrees to abide by it, and shall submit for registration in the University Office a nomination containing the names of one or more persons to whom he/she wishes the amount that may stand to his/her credit in the Fund to be paid in the event of his/her death, before that amount has become payable or having become payable has not been paid:

Provided that, if, at the time of making the nomination the subscriber has a family, the nomination shall not be in favour of any person or persons other than members of his family.

Provided further that the nomination made by the subscriber in respect of any other provident fund to which he was subscribing before joining the Fund shall, if the amount to his credit in such other fund has been transferred to his credit in this Fund, be deemed to be a nomination duly made under this rule until he makes a nomination in accordance with this rule.

- 8.2 If a subscriber nominates more than one person under sub-rule (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.
- 8.3 Every nomination shall be made in the Form set forth in these rules.
- 8.4 A subscriber may, at any time, cancel a nomination by sending a notice in writing to the Registrar. The subscriber shall, along with such notice or separately, send a fresh nomination made in accordance with the provisions of this rule.
- 8.5 A subscriber may provide in a nomination-
 - (a) In respect of any specified nominee, that in the event of his pre-deceasing 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 or share payable to each such persons 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 only one member of the family, he shall provide in the nomination that the right conferred upon the alternate nominee under clause (a) shall become invalid in the event of his subsequently acquiring other member or members in his family.

- (i) 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 Registrar.

Note: In this rule, unless the context otherwise requires “person” or “persons” shall include a company or association or body of individuals, whether incorporated or not. It shall also include a Fund such as the Prime Minister’s National Relief Fund or any charitable or other Trust or Fund, to which nomination may be made through the Secretary or other executive of the said funds or Trust authorized to receive payments.

- (ii) An upto date register of all such nominees shall be maintained in the University office.

9.0 SUBSCRIBER’S GPF ACCOUNT

An account shall be opened in the name of each subscriber, wherein his own contributions to the Fund together with interest accrued thereon along with Advances/ Withdrawals from the Fund will be recorded.

10.0 CONDITIONS AND RATES OF GPF SUBSCRIPTIONS

(A) CONDITIONS OF SUBSCRIPTION:

- (i) Every subscriber shall subscribe monthly to the Fund when on duty or Foreign Service but not during a period of suspension;

Provided that a subscriber on re-instatement after a period passed under suspension shall be allowed the option of paying in one lump sum, or in installments, any sum not exceeding the maximum amount of arrears of subscriptions payable for that period.

- (ii) A subscriber may, at his option, not subscribe during leave which either does not carry any leave salary or carries leave salary equal to or less than half-pay or half average pay.
- (iii) The subscriber shall intimate his election not to subscribe during the leave referred to in sub-rule (ii) by written communication to the Registrar before he proceeds on leave. Failure to make due and timely intimation shall be deemed to constitute an election to subscribe. The option of a subscriber intimated under this sub-rule shall be final.

- (iv) A subscriber who has withdrawn the amount as given in Rule 12, standing to his credit in the Fund shall not subscribe to the Fund after such withdrawal unless he returns to duty.
- (v) Notwithstanding anything contained in sub-rule (i) a subscriber shall not subscribe to the Fund for the month in which he quits service unless, before the commencement of the said month, he communicates to the Registrar in writing his option to subscribe for the said month.

(B) RATES OF SUBSCRIPTION:

The amount of subscription shall be decided by the subscriber, subject to the following conditions,

- (i) The rate of subscription may not be less than 6% of his emoluments and not more than his total emoluments, the amount so calculated being rounded off to the nearest rupee, provided that in the case of subscriptions at the minimum or maximum rates, the rounding off will be to the next higher or the next lower rupee respectively.
- (ii) Reduced once at any time during the course of the year.
- (iii) Enhanced twice during the course of the year; or

(C) INTEREST:

- (i) The University shall credit interest to the account of each subscriber, as admissible to government employees.
- (ii) Interest shall be credited with effect from last day in each year in the following manner:
 - (a) On the amount at the credit of a subscriber on the 31st March of the preceding year, less any sum(s) withdrawn during the current year – interest for twelve months.
 - (b) On sums withdrawn during the current year – interest from the 1st April of the current year upto the last day of the months of withdrawal;
 - (c) On all the sums credited to the subscriber's account after the 31st March of the preceding year – interest from the date of deposit upto the 31st March of the current year.
 - (d) The total amount of interest shall be rounded to the nearest whole rupee (Fifty paise counting as the next higher rupee).

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

- (iii) For the purpose of this paragraph, the date of credit shall be deemed to be the first day of the month in which it is credited.
- (iv) In all cases interest shall be paid in respect of balance at the credit of a subscriber upto the close of the month preceding that in which payment is made or upto the end of the sixth month after the month in which such amount, became 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 Registrar has intimated to the subscriber or his agent as the date on which he is prepared to make payments.

(D) ADVANCES FROM THE FUND

- (1) The sanctioning authority may sanction the payment to any subscriber of a temporary advance not exceeding in amount three month's pay (Basic Pay + Grade Pay) or half the amount of subscription and interest thereon standing to the credit of the subscriber in the Fund, whichever is less, for one or more of the following purposes:-
 - (a) to pay expenses in connection with the illness, confinement or a disability, including where necessary, the traveling expenses of the subscriber and members of his family or any person actually dependent on him.
 - (b) to meet the cost of higher education, including where necessary, the traveling expenses of the subscriber and members of his family or any person actually dependent on him in the following cases, namely:-
 - (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 or specialized course in India beyond the High School stage, provided that the course of study is for not less than three years;
 - (c) to pay obligatory expenses on a scale appropriate to the subscriber's status which by customary usage the subscriber has to incur in connection with betrothal or marriages, funerals or other ceremonies;
 - (d) to meet the cost of legal proceedings instituted by or against the subscriber, any member of his family or any person actually dependent upon him, the advance in this case being available in addition to any advance admissible for the same purpose from any other source.
 - (e) to meet the cost of the subscriber's defence where he engages a legal practitioner to defend himself in an enquiry in respect of any alleged official misconduct on his part;
 - (f) to purchase consumer durables such as TV, VCR/VCP, Washing Machines, Cooking Range, Geysers and Computers.

(g) to meet the expenses for visiting places which, to the satisfaction of the sanctioning authority, are considered as places of pilgrimage or places of eminence of any religion.

(1-A) The Vice-Chancellor may, in special circumstances, sanction the payment to any subscriber of an advance if he is satisfied that the subscriber concerned requires the advance for reasons other than those mentioned in sub-rule (1).

(2) An advance shall not, except for special reasons to be recorded in writing, be granted to any subscriber in excess of the limit laid down in sub-rule (1) or until repayment of the last installment of any previous advance;

Provided that an advance shall in no case exceed the amount of subscriptions and interest thereon standing to the credit of the subscriber in the Fund.

(3) When an advance is sanctioned under sub-rule (2) before repayment of last installment of any previous advance is completed the balance of any previous advance not recovered shall be added to the advance so sanctioned and the installments for recovery shall be fixed with reference to the consolidated amount.

(E) Authority to sanction advances

(1) A temporary advance from the Fund to the subscriber under sub-rule (1) & (2) of Rule D shall be sanctioned by the Registrar of the University.

(2) An advance from the Fund to the subscriber under sub-rule (1-A) of Rule 10 shall be sanctioned by the Vice-Chancellor.

(F) Recovery of advances

(1) An advance shall be recovered from the subscriber in such number of equal monthly installments as the sanctioning authority may direct; but such number shall not be less than twelve unless the subscriber so elects and more than twenty-four. In special cases where the amount of advance exceeds three month's pay of the subscriber under sub-rule (2) of Rule 10, the sanctioning authority may fix such number of installments to be more than twenty-four but in no case more than thirty six.

A subscriber, may, at his option, make repayment in smaller number of installments than prescribed. Each installment shall be a number of whole rupees, the amount of advance being raised or reduced, if necessary, to admit of the fixation of such installments.

(2) Recovery shall be made in the manner prescribed in Rule 9 for the realization of subscriptions, and shall commence with the issue of pay for the month following the one in which the advance was drawn. Recovery shall not be made, except with the subscriber's consent, while he is in receipt of subsistence grant or is on leave for ten days or more in a calendar month which either does not carry any leave salary or carries leave salary equal to or less than half pay or half average pay, as the case may be. The recovery may be postponed, on the subscriber's written request, by the sanctioning authority during the recovery of an advance of pay granted to the subscriber.

- (3) If an advance has been granted to a subscriber and drawn by him and the advance is subsequently disallowed before repayment is completed, the whole or balance of the amount withdrawn shall forthwith be repaid by the subscriber to the Fund, or in default be ordered to be recovered by deduction from the emoluments of the subscriber in lumpsum or in monthly installments not exceeding twelve as may be directed by the authority competent to sanction an advance for the grant of which special reasons are required under sub-rule (2) of Rule 10.

Provided that, before such advance is disallowed, the subscriber shall be given an opportunity to explain to the sanctioning authority in writing and within fifteen days of the receipt of the communication why the repayment shall not be enforced and if an explanation is submitted by the subscriber within the period of fifteen days, it shall be referred to the Vice-Chancellor for decision, and if no explanation within the said period is submitted by him, the repayment of the advance shall be enforced in the manner prescribed in this sub-rule.

- (4) Recoveries made under this rule shall be credited as they are made to the subscriber's account in the Fund.

11.0 WRONGFUL USE OF ADVANCE

Notwithstanding anything contained in these rules, if the sanctioning authority has reason to doubt that money drawn as an advance from the Fund under Rule 10 has been utilized for purpose other than that for which sanction was given to the drawal of money, he shall communicate to the subscriber the reasons for the same and require him to explain in writing and within fifteen days of the receipt of such communication whether the advance has been utilized for the purpose for which it was sanctioned. If the sanctioning authority is not satisfied with the explanation furnished by the subscriber within the said period of fifteen days, the sanctioning authority shall direct the subscriber to repay the amount in question to the Fund forthwith or, in default, order the amount to be recovered by deduction in one lumpsum from the emoluments of the subscriber even if he be on leave. If, however, the total amount to be repaid be more than half the subscriber's emoluments, recoveries shall be made in monthly installments of moieties of his emoluments till the entire amount is repaid by him.

Note: The term 'emoluments' in the rule does not include subsistence grant.

12.0 Withdrawal from the Fund

- (1) Subject to the conditions specified therein, withdrawals may be sanctioned by the Registrar, at any time.
 - (A) After the completion of fifteen years of service (including broken periods of service, if any) of a subscriber or within ten years before the date of his retirement on superannuation, whichever is earlier, from the amount of subscription and interest thereon standing to the credit of the subscriber in the Fund, for one or more of the following purposes, namely:-
 - (a) Meeting the cost of higher education, including where necessary, the traveling expenses of the subscriber or any child of the subscriber in the following cases, namely:-

- (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 or specialized course in India beyond the High School stage;
- (b) Meeting the expenditure in connection with the betrothal/ marriage of the subscriber or his sons or his daughters, and any other female relation actually dependent upon him;
 - (c) Meeting the expenses in connection with the illness, including where necessary, the traveling expenses, of the subscriber and members of his family or any person actually dependent upon him;
 - (d) Meeting the cost of Consumer durables such as TV, VCR/ VCP, Washing Machines, Cooking Range, Geysers and Computers.
- (B) During the service of a subscriber from the amount of subscription and interest thereon standing to his credit in the Fund for one or more of the following purposes, namely :-
- (a) Building or acquiring a suitable house or ready built flat for his residence including the cost of the site or any payment towards allotment of a plot or flat by the Delhi Development Authority, State Housing Board or a House Building Cooperative Society;
 - (b) Repaying an outstanding amount on account of loan expressly taken for building or acquiring a suitable house or ready built flat for his residence;
 - (c) Reconstructing or making additions or alterations to a house or a flat already owned or acquired by a subscriber;
 - (d) Renovating, additions or alterations or upkeep of an ancestral house at a place other than the place of duty or to a house built with the assistance of loan from University or Government at a place other than the place of duty;
 - (e) Constructing a house on a site purchased under clause (a);
- (C) Within twelve months before the date of subscriber's retirement on superannuation from the amount of subscription and interest thereon standing to his credit in the Fund, without linking to any purpose;
- (D) Once during the course of a financial year, an amount equivalent to one year's subscription paid for by the subscriber towards the Group Insurance Scheme for the University employees on self-financing and contributory basis.

Note 1:- A subscriber who has availed himself of an advance from the University or has been allowed any assistance in this regard from any Government source, shall be eligible for the grant of final withdrawal under sub-clauses (a), (c) and (e) of Clause (B) for the purposes specified therein and also for the purpose of repayment of any loan taken from sources

indicated above subject to the limit specified in the proviso to sub-rule (1) of Rule 12.

If a subscriber has an ancestral house or built a house at a place other than the place of his duty with the assistance of loan taken from the University he shall be eligible for the grant of a final withdrawal under sub-clauses (a), (c) and (e) of Clause B for purchase of a house-site or for construction of another house or for acquiring a ready built flat at the place of his duty.

Note 2:- Withdrawal under sub-clauses (a), (c), (d) or (e) of clause (B) shall be sanctioned only after a subscriber has submitted a plan of the house to be constructed or of the additions or alterations to be made, duly approved by the local municipal body of the area where the site or house is situated and only in cases where the plan is actually got to be approved.

Note 3:- The amount of withdrawal sanctioned under sub-clause (b) of Clause (B) shall not exceed 3/4th of the balance on date of application together with the amount of previous withdrawal under sub-clause (a), reduced by the amount of previous withdrawal. The formula to be followed is 3/4th of the balance as on date plus amount of previous withdrawal(s) for the house in question minus the amount of the previous withdrawal(s).

Note 4:- Withdrawal under sub-clause (a) or (c) of Clause (B) shall also be allowed where the house-site or house is in the name of wife or husband provided she or he is the first nominee to receive Provident Fund money in the nomination made by the subscriber.

Note 5:- Only one withdrawal shall be allowed for the same purpose under this rule. But marriage or education of different children or illness on different occasions or a further addition or alteration to a house or flat covered by a fresh plan duly approved by the local municipal body of the area where the house or flat is situated shall not be treated as the same purpose. Second or subsequent withdrawal under sub-clause (a) or (e) of Clause (B) for completion of the same house shall be allowed upto the limit laid down under Note 3.

Note 6:- A withdrawal under this rule shall not be sanctioned if an advance under Rule D is being sanctioned for the same purpose and at the same time.

13.0 CONDITIONS FOR WITHDRAWAL

- (1) Any sum withdrawn by a subscriber at any one time for one or more of the purposes specified in Rule 16 from the amount standing to his credit in the Fund shall not ordinarily exceed one-half of the amount of subscriptions and interest thereon standing to the credit of the subscriber in the Fund or six month's pay, whichever is less. The Registrar may, however, sanction the withdrawal of an amount in excess of this limit upto 3/4th in the case of withdrawal under sub-clause (A) and 90% in the case of withdrawal under sub-clause (B) of clause (1) of Rule 12 of the amount of subscriptions and interest thereon standing to the credit of the subscriber 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 of subscriptions and interest thereon standing to the credit of the subscriber in the Fund. Provided that in the case of a subscriber who has availed himself of an advance or has been allowed any assistance in this regard from

any other Government source, the sum withdrawn under this sub-rule together with the amount of advance or assistance taken from any other Government source shall not exceed the maximum limit prescribed from time to time by the Government under the scheme for the grant of advances for house-building purposes. Provided further that the withdrawal admissible under Rule 12(1)(C) shall not exceed 90% of the amount of subscription and interest thereon standing to the credit of the subscriber in the Fund.

- (2) A subscriber who has been permitted to withdraw money from the Fund under Rule 16 shall satisfy the Registrar 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 lumpsum by the subscriber to the Fund and in default of such payment, it shall be ordered by the Registrar to be recovered from his emoluments either in a lumpsum or in such number of monthly installments, as may be determined by the Registrar.

Provided that, before repayment of a withdrawal is enforced under this sub-rule, the subscriber shall be given an opportunity to explain in writing and within fifteen days of the receipt of the communication why the repayment shall not be enforced; and if the Registrar is not satisfied with the explanation or no explanation is submitted by the subscriber within the said period of fifteen days, the Registrar shall enforce the payment in the manner prescribed in this sub-rule.

- (3) (a) A subscriber who has been permitted under sub-clause (a) or sub-clause (b) of Clause (B) of sub-rule (1) of Rule 12 to withdraw money from the amount of subscription together with interest thereon standing to his credit in the Fund, shall not part with the possession of the house built or acquired or house-site purchased with the money so withdrawn, whether by way of sale, mortgage, gift, exchange or otherwise, without the previous permission of the Registrar.

Provided that such permission shall not be necessary for-

- (i) the house or house-site being leased for any term not exceeding three years, or
- (ii) its being mortgaged in favour of a Housing Board, Nationalized Banks, the Life Insurance Corporation or any other Corporation owned or controlled by Government which advances loans for the construction of a new house or for making additions or alterations to an existing house.
- (b) The subscriber shall submit a declaration not later than the 31st day of December every year as to whether the house or the house-site, as the case may be, continues to be in his possession or has been mortgaged, otherwise transferred or let out as aforesaid and shall, if so required, produce before the Registrar on or before the date specified by him in that behalf, the original sale, mortgage or lease deed and also the documents on which his title to the property is based.
- (c) If, at any time before his retirement, the subscriber parts with the possession of the house or house-site without obtaining the previous permission of the Registrar, he shall forthwith repay the sum so withdrawn by him in a lumpsum to the Fund, and in default of such repayment, the

Registrar shall, after giving the subscriber a reasonable opportunity of making a representation in the matter, cause the said sum to be recovered from the emoluments of the subscriber either in a lumpsum or in such number of monthly installments, as may be determined by him.

Note: A subscriber who has taken loan from Government and in lieu thereof mortgaged the house or house-site to the Government shall be required to furnish the declaration to the following effect, namely :-

“I do hereby certify that the house or house-site for the construction of which or for the acquisition of which I have taken a final withdrawal from the Provident Fund continues to be in my possession but stands mortgaged to Government.”

14.0 CONVERSION OF AN ADVANCE INTO A WITHDRAWAL

A subscriber who has already drawn or may draw in future an advance under Rule 12 for any of the purposes specified in sub-rule (1) of Rule 16 may convert, at his discretion by written request addressed to the Registrar, the balance outstanding against it into a final withdrawal on his satisfying the conditions laid down in Rules 10 and 12.;

15.0 FINAL WITHDRAWAL OF ACCUMULATIONS IN THE GPF FUND

When a subscriber quits the service of (i.e. granted refused leave) the University, the amount standing at his credit in the Fund shall become payable to him.

Provided, that a subscriber who has been dismissed from the service of the University and is subsequently re-instated in the service shall, if required to do so, repay any amount paid to him from the Fund in pursuance of this rule, with interest at the rate provided in Rule 10 (A) & (B) in these rules. The amount so repaid shall be credited to his account in the Fund.

16.0 RETIREMENT OF GPF SUBSCRIBER

When a subscriber –

- (i) Has proceeded on leave preparatory to retirement or if he is employed in a vacation department, on leave preparatory to retirement combined with vacation,
- or
- (ii) While, on leave, has been permitted to retire or been declared by the Consulting Medical Officer by the competent medical authority that may be prescribed by the Board of Management in this behalf to be unfit for further service, the amount standing to his credit in the fund shall become payable to the subscriber.

Provided that the subscriber, if he returns to duty, shall, except where the University decided otherwise, repay to the fund for credit to his account, the amount paid to him from the fund in pursuance of this rule with interest thereon at the rate provided by installments or otherwise by recovery from his emoluments or otherwise as the Board of Management may direct.

17.0 PROCEDURE ON THE DEATH OF A GPF SUBSCRIBER

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;

- (I) When the subscriber leaves a family –
- (a) If a nomination made by the subscriber in accordance with the sub-paragraph (i) of Paragraph (12) or of the corresponding provision 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 subscriber subsist, or if such nomination relates only to a part of the amount standing to his credit in the Fund, the whole amount or the part thereof to which the nomination does not relate, as the case may be, shall, notwithstanding any nomination purporting to be in favour of any person or 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 maturity.
- (ii) Sons of a deceased son who have attained maturity.
- (iii) Married Daughters whose husbands are alive.
- (iv) Married daughters of a deceased son whose husbands are alive.

If there is any members 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 person shall receive between them in equal parts only the share which sum would have received if he had survived the subscriber and had been exempted from the provisions of clause (a) of the first proviso.

- (II) When the subscriber leaves no family, if a nomination made by him in accordance with the sub-paragraph (i) of paragraph 12 or of the corresponding provision 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.

18.0 DEPOSIT LINKED INSURANCE

On the death of a subscriber, the person entitled to receive the amount standing to the credit of the subscriber shall be paid by the University, an additional amount equal to the average balance in account during the last three years immediately preceding the death of such subscriber, subject to the condition that –

- (a) The balance at the credit of such subscriber shall not at any time during the three years preceding the month of death have fallen below the limits of :-
- (i) Rs. 25000 in case of a subscriber holding a post in the PB-2 (Rs. 9300-34800) or above and drawing GP of Rs.4800 and above
 - (ii) Rs. 15000 in case of a subscriber holding a post in the PB-2 (Rs. 9300-34800) and drawing GP of Rs.4200 and above but less than Rs.4800
 - (iii) Rs. 10000 in case of a subscriber holding a post in the PB-2, PB-1 or PB-IS (Rs. 4440-7440) and drawing GP of Rs.1400 and above but less than Rs. 4200

- (iv) Rs. 6000 in case of a subscriber holding a post in the PB-IS (Rs. 4440-7440) and drawing GP of Rs.1300 and above but less than Rs. 1400
- (b) the additional amount payable under this rule shall not exceed Rs. 60000
- (c) the subscriber has put in at least 5 years service at the time of his/her death.

19.0 STATEMENT OF GPF ACCOUNTS

- (i) As soon as possible after the 31st of March of each year, the Finance Officer shall send to each subscriber a statement of his account in the Fund, showing the opening balance on the 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 March of the year and the closing balance on that date. The Finance Officer shall attach to the statement of account an enquiry whether the subscriber –
 - (a) Desires to make any alternation 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).
- (ii) Subscribers should satisfy themselves as to the correctness of the annual statement, and errors should be brought to the notice of the Finance Officer within three months from the date of receipt of the statement.
- (iii) The Controller of Finance shall if required by a subscriber once, but not more than once in a year, inform the subscriber of the total amount standing to his credit in the Fund at the end of the last month for which his account has been written up.

20.0 INVESTMENT OF FUNDS

All sums paid into the Fund shall be credited in the books of the University to separate accounts named "Pension Fund and GPF of the Guru Gobind Singh Indraprastha University". A deposit account shall be opened in a Nationalized University authorized Bank to be operated in such manner as the Board of Management may direct. The University may invest such part of the Fund, as may be considered expedient, in the Government securities/ certificates, negotiable Government guaranteed bonds, and in such deposit schemes of the Central Govt. as may be notified in this regard from time to time,

Interest or profit realized on such investments being credited to the respective accounts. Board of Trustees shall periodically review and assess the financial liabilities and if there is any short fall in the respective Fund, the same shall be borne by the university as principal employer.

21.0 CLASSES OF PENSION

Pension is admissible to permanent employees, who retire or are retired with a qualifying service of not less than 10 years. Temporary employees who retire on superannuation or invalidation after rendering not less than 10 years qualifying service or retire voluntarily after 20 years qualifying continuous service are also eligible for pension. The linkage of full pension with 33 years of qualifying service has been dispensed with. Once a Government servant has rendered the minimum qualifying service of 20 years, pension shall be paid at 50% of the emoluments or average

emoluments received during the last 10 months whichever is beneficial to him. In case of the University employee becomes entitled to pension on completion of 10 years of qualifying service in accordance with the rule 49(2) of the CCS (Pension) Rules 1977, pension in those cases shall be paid at 50% of the emoluments or average emoluments whichever is beneficial to the Government servant.

- a) **Superannuation pension** on retirement after superannuation as per Rule 35 of the CCS (Pension) Rule 1972
- b) **Retiring pension** on voluntarily or premature retirement before superannuation as per Rule 36 of the CCS (Pension) Rule 1972
- c) **Compulsory retirement pension** on compulsory retirement as a measure of penalty. Such pension or gratuity or both will not be less than two thirds nor more than full compensation pension or gratuity or both admissible on the date of compulsory retirement as per Rule 40 of the CCS (Pension) Rule 1972
- d) **Minimum amount** of any class of pension will be Rs.3500 p.m. and maximum will be 50% of the highest pay in the government with effect from 01.01.2006. However all cases of retirement or death prior to 01.01.2006 shall be dealt with reference to the applicable provisions of CCS (Pension) Rules 1972

The quantum of enhanced pension available to the pensioners will be as follows:

S. No.	Age of Pensioner	Additional quantum of Pension
1.	From 80 years to less than 85 years	20% of basic pension
2.	From 85 years to less than 90 years	30% of basic pension
3.	From 90 years to less than 95 years	40% of basic pension
4.	From 95 years to less than 100 years	50% of basic pension
5.	100 years or more	100% of basic pension

22.0 FAMILY PENSION

1. A family pension shall be admissible in case of death while in service or after retirement, if at the time of death, the retired employee was in receipt of a compensation, invalid, retiring or superannuation pension.
2. Family pension shall be calculated at a uniform rate of 30% of basic pay in all cases and shall be subject to a minimum of Rs. 3500/- p.m. and maximum of 30% of the highest pay to University employee.
3. The family pension shall be payable to the family of a University employee who dies in service from the date of death of the University employee for a period of ten years, without any upper age limit.
4. The quantum of family pension available to the old family pensioners shall be increased as follows:

S. No.	Age of family Pensioner	Additional quantum of family Pension
1.	From 80 years to less than 85 years	20% of basic family pension
2.	From 85 years to less than 90 years	30% of basic family pension
3.	From 90 years to less than 95 years	40% of basic family pension
4.	From 95 years to less than 100 years	50% of basic family pension
5.	100 years or more	100% of basic family pension

23.0 COMMUTATION OF PENSION

1. An employee of the University has an option to commute a portion of pension, not exceeding 40% of it, into a lump sum payment. No medical examination is required if the option is exercised within one year of retirement. If the option is exercised after expiry of one year, he/she will have to undergo medical examination by the specified competent authority.

Lump sum payable is calculated with reference to the Commutation Table. The monthly pension will stand reduced by the portion commuted and the commuted portion will be restored on the expiry of 15 years from the date of receipt of the commuted value of pension. Dearness Relief, however, will continue to be calculated on the basis of the original pension (i.e. without reduction of commuted portion).

2. No commutation shall be sanctioned unless the Consulting Medical Officer of the University certifies that the pensioner's health and prospects of duration of life are such as to justify commutation for employee opting after one year.
3. Provided that an employee who applies for commutation of pension within one year of the date of his retirement on superannuation shall not be subjected to medical examination.

Provided further that an application for commutation of pension shall be made after the date of retirement and the commutation shall become absolute that is the retired employee shall become entitled to receive the commuted value on the date on which his application is received in the University.

4. The lump sum payable on commutation shall be calculated in accordance with the table as provided in CCS (Commutation of Pension) Rules 1981 (modified).
5. Commutation when sanctioned shall take effect on the date to be specified in the order and any such date shall be the first of a month and ordinarily about one month later than the date of the order and all calculations shall be made and with reference to the date specified.

24.0 PENSION SUBJECT TO FUTURE GOOD CONDUCT

- (i)
 - (a) Future good conduct shall be an implied condition of every grant of pension and its continuance under these rules.
 - (b) The appointing authority may by order in writing, withhold or withdraw a pension or a part thereof, whether permanently or for a specified period, if the pensioner is convicted of a serious crime or is found guilty of grave misconduct.

Provided that where a part of pension is withheld or withdrawn the amount of such pension shall not be reduced below the amount as specified by the Government from time to time.

- (ii) Where a pensioner is convicted of a serious crime by a Court of Law, action under sub-rule (i) shall be taken in the light of the judgment of the Court relating to such conviction.

- (iii) In a case not falling under sub-rule (2) if the authority referred to in sub-rule (1) considers that the pensioner is prima facie guilty of grave misconduct, it shall before passing an order under sub-rule (1) –
 - (a) Serve upon the pensioner a notice specifying the action proposed to be taken against him and the ground on which it is proposed to be taken and calling upon him to submit within fifteen days of the receipt of the notice or such further time not exceeding fifteen days as may be allowed by the appointing authority such representation as he may wish to make against the proposal and
 - (b) Take into consideration the representation, if any, submitted by the pensioner under-Clause (a). The Competent Authority to pass an order is Board of Management.
- (iv) An appeal against such an order passed by the Board of Management shall lie to the Chancellor and the decision of the Chancellor in this case will be final.

25.0 All other kind of pension and pensionary benefit if any as provided in CCS (Pension) Rules or CCS (EOP) shall be considered on the merits of the case with approval of BOM.

26.0 APPLICABILITY OF THE PENSION SCHEME TO THE UNIVERSITY EMPLOYEES

Notwithstanding any provisions contained herein above, the Old Pension Scheme of the Govt. of India as notified and amended from time to time, shall be applicable and implemented for the employees appointed on regular basis prior to 01/01/2004; and, the New Pension Scheme of the Govt. of India as notified and amended from time to time, shall be applicable and implemented in respect of the employees appointed on or after 01/01/2004.

27.0 GENERAL CLAUSE

The decisions, explanations, instructions, clarifications or procedure etc; issued by the Government of India or Government of NCT of Delhi from time to time relating to payment of Pension, New Pension, Gratuity, Leave Encashment, Family Pension, etc; shall be applicable to the University employees covered under these rules as per context.

28.0 RESIDUARY CONDITIONS OF SERVICE & REMOVAL OF DOUBTS

- (i) Any matter relating to the conditions of service of employees for which no specific provision exists in this Ordinance, shall be determined by the CCS Pension Rule 1972 and GPF (CS) Rule 1960 of GOI and its modifications from time to time, shall prevail. **In case of conflict of the provisions as laid down in the scheme, CCS (Pension) Rules & GPF (CS) Rules shall prevail over the scheme in respect of employees, who were appointed on regular basis prior to 01/01/2004.**
- (ii) Any matter relating to the conditions of service of employees for which no specific provision exists in this Ordinance, shall be determined by the Notification of the Govt. of India on the New Pension Scheme, as issued from time to time and shall be applicable to the employees appointed on or after 01/01/2004. **In case of conflict of the provisions as laid down in the New Pension Scheme, Notifications, Procedures, Rules and Regulations of the Government of**

India, shall prevail over the scheme in respect of employees who were appointed on regular basis on or after 01/01/2004.

BOM Resolutions: 50th meeting vide item no. BOM 50.03 dated 27.09.2012, 55th meeting vide item no. 55.13 dated 24.09.2013, 59th meeting vide item no. 59.27 dated 07.11.2014 and 76th meeting vide item no. 76.12 dated 27.12.2021

Gazette Notification: GGSIPU/Coord/Ord.36/ 50th ,55th , 59th & 76th BOM/ 2021:75 dated 18th February 2022