

# **Pt. Sundarlal Sharma (Open) University Chhattisgarh, Bilaspur**

## **STATUTE NO. 14**

### **PROVIDENT FUND**

**{Refer Section 25(d)}**

1. In this statute -

(a) “**Salary**” in relation to a employee means monthly salary, and includes all fixed monthly allowances by way of pay; acting or personal allowance, but does not include any other allowance;

(b) “**Employee**” means every whole time officer, teacher or other employee of the University appointed permanently to a substantive appointment carrying a salary of Rs. 60/- per mensem or more and includes those appointed on contract for definite period of not less than three years but does not include persons whose services have been lent to the University by Government post.

(c) “**Subscriber**” means as employee of whose behalf a deposit is made under this statute.

**NOTE** – persons appointed on probation to a permanent post shall be eligible to subscribe to the fund.

(d) “**Saving Bank**” means a saving of any Post Office or any scheduled bank as defined in Reserve Bank of India Act, 1934 (No- 11 of 1934)

(e) “**Interest**” means the interest which is paid on a deposit in the saving bank of the Post Office or the scheduled banks from time to time.

(f) “**Dependent**” means any of the following relations of a deceased subscriber to provident fund viz wife, husband, son, daughter of the deceased son, parents, minor brothers and unmarried sister and where no parent of the subscriber is alive, a paternal grand-parent.

2. The University and Every employee of the university shall subscribe to the provident fund at the rate of 12 percent as per Govt. rule of the salary of employee for which an account will be open in the saving account of the Nationalized bank or the post office. This account shall govern as per new

rules for new Appointment with effect from 01-01-2004.

**NOTE –**

- i. Subscribers to the provident fund are given option of raising their subscription to the provident fund up to any amount not exceeding the pay drawn by them.
  - ii. A subscriber may make at his option, not subscribe during leave. He shall intimate his option not to subscribe during leave by written communication to the Registrar before proceeding on leave. Failure to make due and timely intimation shall be deemed to constitute an election to subscribe during leave. The subscription of the subscriber while on leave with allowance shall be assessed on the full amount of his pay and not on the leave salary.
  - iii. No subscriber shall subscribe to the fund while on leave on half average pay or leave without pay or absent without leave or while under suspension.
3. (i) Amount of the Provident fund may be invested in the Post-Office Cash Certificate, Govt. Securities, fixed Deposit Schemes of the Nationalized Banks, Govt. Under Takings, L.I.C. Mutual Fund or Unit Trust of India, so that Employees may get in interest of not less than 12% annum or even more or as decided by the government time to time.
- (ii) The Post Office cash Certificate, securities and fixed deposit receipts shall remain in the custody of the Registrar.
4. The Kulpati may, under such conditions as may be laid down by him, permit the payment of premium on life assurance policy or policies on the life of the subscriber out of his personal subscription to the Provident fund Account under Para 2 above. The amount to be deposited in the saving bank Account of the subscriber shall be reduced to the extent of such premium.
- In all such cases the life insurance policy for which the premium are so paid shall be as signed in favor of the University.

On the retirement of the subscriber from the service of the University the policy shall be reassigned to him by the University. In case of the maturity of the policy during the service of the subscriber in the University the full amount of the policy shall be credited to the provident fund of the subscriber in case of the death of the subscriber during the service of the University the full amount of the policy shall be paid to the legal representative of the deceased entitled to the provided fund.

5. Withdrawal will be permitted when a subscriber's services in the University come to an end by his retirement, resignation, death or otherwise provided that -

(a) No employee whose services have been dispensed with for what, in the opinion of the Executive Council, is gross misconduct, shall be entitled to receive the amount of the contribution made by the University on his behalf and the interest thereon:

(b) No employee shall be entitled to receive the amount contributed by the University on his behalf and the interest thereon, unless he had been in the service of the University, for continuous period of 12 months from the date he has been allowed to subscribe to the Provide fund and has been permitted to resign his appointment.

(c) Any contribution and interest thereon with held under this Statute shall belong to the University and shall be credited to the University Fund.

6. The University may permit a subscriber to take a temporary advance from the amount standing at the credit of the subscriber in the Fund. Temporary advance will be admissible for the following purposes:

(i) To pay expenses in connection with the prolonged illness of the subscriber or any person actually dependent on him.

**N:B** Expenses connected with prolonged illness include expenses incurred on the purchase of artificial teeth and hearing sets viz, battery hearing instruments or education of the subscriber or any person actually depending on him.

(ii) To pay for overseas passage for reasons of health or education of the subscriber or any person actually depending on him.

(iii) To meet the cost of education of the subscriber or of any person actually dependent on him.

(iv) To pay obligatory expenses appropriate to the subscriber's status which by customary usage the subscriber has to incur in connection with marriage or other ceremonies of the Subscriber or marriage, funeral and other ceremonies of any person actually dependent of him.

(v) To make good the loss of University money in the interest of the subscriber.

(vi) To meet expenses in connection with the purchase of site for the subscriber's building and erection of and repairs to the subscriber's building.

(vii) To meet expenses in connection with the departmental enquiry or legal proceedings in which the subscriber is a party.

Provided that the sum advanced shall not exceed nine months pay of the subscriber or 75% of the sum subscribed by him together with the interest accumulated thereon, whichever is less.

Provided further that in case of an advance for the purchase of a site for and for the construction of the subscriber's own building, the sum advanced shall not exceed 75% of the amount at the credit of the subscriber in the fund.

**Note –**

i) A second advance may be granted to an employee who has repaid at least 6 regular monthly installments of the first advance sanctioned to him/her. Even a third advance may be granted as a special case by the Executive Council to an employee when he has repaid 6 regular monthly installments of the second advance.

ii) Where the subscriber was sanctioned an advance for the construction of his own building, he shall not be sanctioned any further advance during the period of his entire service for building a second house though a second advance may be sanctioned for extension to his own

building. The Kulpati may permit a subscriber to take part final payment from the amount standing at the credit of subscriber in the fund.

7. (i) After Completion of 20 years service within 10 year, from the date of retirement a part final payment is permitted for the following purpose –
  - a) To pay in connection with the prolonged illness of the subscriber or person actually dependent to him.
  - b) To pay for overseas passage for reasons of health or education of the subscriber or any person actually dependent on him.
  - c) To meet the cost of education of the subscriber beyond the High School stage or of any person actually dependent on him. For the above purpose the PART FINAL payment shall not exceed six months pay of the subscriber or 50% of the sum subscribed by him together with the interest accumulated there-on which-ever is less.
  - d) To pay for marriage of the subscriber or any person actually dependent on him. For the above purpose the Part Final payment shall not exceed Ten months pay or 50% of the sum subscribed by him which ever is less. In a very special case i.e. Two marriages at a time the part final payment is admissible to fifteen month's pay or 75% of the sum subscribed by him together with the interest accumulated there on which ever is less.
- iii) After completion of 10 years service a Part Final payment is permitted for the following purposes –
  - a) For purchase of a plot or sit. For the above purpose Part Final payment shall not exceed six months pay to the subscriber or 50% of the sum subscribed by him together with interest accumulated there on which ever is less.
  - b) For construction of building or purchase of a constructed building for the above purpose part final payment shall not exceed 75% of the sum subscribed by subscriber including interest accumulated thereon

or Rs. One Lakh which ever is less.

8. The amount advanced under Para 7 shall be refunded in Fund by thirty six equal monthly installments in all cases except when the advance is for the purchase of a site or for the construction of the subscriber's own building in which case the number of installments shall be ninety six. A subscriber may however, at his option, make payment in less number of two or more installments at the same time. Recoveries will be made monthly commencing from the first payment of a full month's salary after the advance is granted. The installments will be paid by compulsory deduction from salary or leave salary and will be addition to the usual subscription.

9. i) Each subscriber must file in the office of the University a declaration in such form as may be prescribed by the Registrar showing who he wishes the amount of his accumulation in the fund to be disposed of in event of his death or becoming insane.

Provided that if the subscriber has not dependents he shall not be permitted to nominate any outsider.

Provided further that where a subscriber has no dependent at the time of nomination but subsequently comes to have one or more dependents, he shall as soon as may be change the nomination in favour of such dependents or dependent.

(ii) The subscriber may, from time to time change his nominees by a written application duly witnessed to the Registrar. A Registrar of such nominees shall be kept in the University office under the personal custody of the Registrar.

10. Any sum standing to the credit of any subscriber the fund at the time of his death and payable to any dependent of the subscriber or to such persons as may be authorized by law to receive payment on his behalf, shall subject to any deductions authorized by the Statutes vest in the dependent and shall be free of any debt or other liability

incurred by the depended before the death of the subscriber.

Provided that if on nomination has been made by the subscriber, such/sum shall be paid to the dependents in order of preferences given in clause (f) of Para 4.

11. When the sum standing to the credit of any depositor becomes payable, there may, if the Executive Council so directs be deducted there from paid to the University fund any amount under a liability incurred by the subscriber to the University but not exceeding any sum or sums contributed by the University and any interest or other profit thereon.

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(कुलाधिपति, पं. सुन्दरलाल शर्मा मुक्त विश्वविद्यालय बिलासपुर के आदेशानुसार राज्यपाल के अवर सचिव, छत्तीसगढ़ के पत्र क्रं. एफ 14-41/07/रास/यू.6 दिनांक 24.05.2008 द्वारा अनुमोदित )