

# **SHRI MATA VAISHNO DEVI UNIVERSITY** **EMPLOYEES PROVIDENT FUND REGULATIONS – 2008**

In reference to the 5<sup>th</sup> Finance Committee meeting held in April, 2007 Shri Mata Vaishno Devi University hereby makes the following regulations, namely:

## **1. Short title & commencement:-**

- a) These regulations may be called Shri Mata Vaishno Devi University Employees Provident Fund Regulations, 2008.
- b) They shall come into force at once.

## **2. Definitions:-**

In these regulations, unless the context otherwise requires:-

- a) “University” means Shri Mata Vaishno Devi University.
- b) “Fund” means Shri Mata Vaishno Devi University Employees Provident Fund.
- c) “Trustee” means a member of Trustees of the fund.

## **3. Power to interpret / amend the regulations:-**

The Trustees shall have power to amend these regulations, so as to give effect to any law or to any amendment of any law, from time to time, and to interpret the clauses of these regulations.

## **4. Constitution:-**

A fund shall be created called “Shri Mata Vaishno Devi University Employees Provident Fund” immediately on coming into force of these regulations and this fund shall be irrevocable.

## **5. Administration:-**

The fund shall be held and administered by the Trustees comprising of Vice Chancellor SMVDU Ex-Officio Chairman, Registrar SMVDU Ex-Officio, Dean College of Engineering SMVDU Ex-Officio and Finance Officer / Deputy Finance Officer Ex-Officio.

## **6. Meeting of the Trustees:-**

The presence of at least three Trustees shall be necessary to form a quorum for the transaction of business at a meeting of the Trustees.

## **7. Statement of Accounts:-**

The accounts of the Fund shall be made up yearly on 31<sup>st</sup> March and an audited statement of the accounts as at that date shall be submitted to a meeting of the trustees to be held not later than 30<sup>th</sup> July in every year and a copy of such statement shall be made available to subscribers at each office as soon as may be after such meeting.

## **8. Membership for whom compulsory:-**

- a) Every permanent employee of University shall be bound to subscribe to the Fund.
- b) An employee appointed on probation against a post in which, if confirmed, he will become a permanent employee, shall be deemed to be permanent employee for the purpose of these regulations from the date of his first appointment.
- c) A temporary employee or any other person in receipt of other than casual remuneration from the University may subscribe to the fund if he desires to do so if so permitted by the Trustees.
- d) Every employee who becomes a member of the fund shall remain a member thereof till such time as he remains in the service of the University and shall observe and abide by these regulations.

## **9. Rate of Subscription:-**

The subscriber shall subscribe monthly to the fund at such rate of his pay not being less than 8.33% subject to a maximum of 10.33%. Such subscription shall be deducted by the University from the pay payable to the subscriber every month in amounts expressed in whole rupees. The University's contribution will remain fixed as provided by the regulation 11 & shall remain unaltered throughout one year thereafter.

## **10. Subscription of Subscriber on leave or during the period of his suspension:-**

- a) The subscription of a subscriber on leave, shall during the period of such absence, be assessed on his leave pay but any such subscriber shall be at liberty to subscribe on the full amount of his pay provided notice in writing of his desire to do so is given by him not less than fourteen days in advance of the first payment of his leave salary to the officer responsible for paying him the leave salary.
- b) No Subscription shall be payable by the subscriber during the period of suspension provided that a subscriber on reinstatement shall be allowed the option of paying arrear subscription in lump or in installments, at the ordinary rates to be assessed on the emoluments which may on reinstatement be allowed to him for the period of his suspension.

## **11. University's Contributions:-**

Save as otherwise provided in these regulations, the University shall contribute every month to subscriber's account in the fund a sum equal to 8.33% of the pay of the Subscriber in amounts expressed in whole rupees from the date of confirmation in the services of University: provided that no such contribution shall be made by the University in respect of subscribers other than the Trustees who has been permitted to subscribe under sub regulations (c) of regulation 8.

Provided further that nothing in the foregoing provision shall apply to a subscriber whose contract of employment provides specifically for the payment of contributions by the University and the conditions governing such payment.

Provided also that in the case of a temporary employee subscribing under sub regulation 8 who is subsequently taken into the permanent employment of the University shall contribute, on his being made permanent, to his account in the fund a sum equal to the amount subscribed by him during the temporary service but not exceeding 20% of his pay.

**Note:** whole rupee means the sum obtained by ignoring a fraction of rupee less than fifty paise and taking a fraction of rupee for 50 paise and above as a whole rupee.

**12. Investment of monies belonging to Fund:-**

The monies of the fund shall be deposited in the State Bank of India / Nationalized Bank or in such other scheduled Banks as may be approved by the Government from Time to time or shall be invested subject to such directions as the Government may from time to time give in the securities mentioned or referred to in Rule 67 of Income Tax Act, 1961. The money belonging to the fund will not be used for lending by the University or Meeting its financial obligations.

**13. All expenses incurred in respect of and loss if any arising from any investment shall be charged to the fund.**

**14. Interest:-**

The trust shall credit interest on the amount standing to each subscriber's credit at a rate which will be fixed by the Trust at the end of each year on the monthly products of each subscriber's account and shall be applied to the accounts half yearly on the 31<sup>st</sup> of March and 30<sup>th</sup> of September. Funds credited in the Trust's Bank account upto 10<sup>th</sup> of the month will be taken into account for the instant month & funds credited in the Trust Account after 10<sup>th</sup> of the month will be taken into account in the succeeding month for calculation of interest.

**15. Annual statement of each subscriber's account:-**

Every subscriber shall receive from the Trustees of the fund an annual statement showing the amount standing to his credit in the fund & a pass book in lieu thereof.

**16. Withdrawals from Fund:-**

The Trustees of the University may grant a temporary advance to a subscriber on his application, from the amount standing to his credit in the said Fund, in the following circumstances namely:-

- a) to pay for the expenses incurred in connection with the illness of the subscriber or a member of his family in connection with treatment of the subscriber or a member of his family.
- b) to pay for the cost of passage out of India of the subscriber or any member of his family.
- c) to pay expenses in connection with marriages, funerals or ceremonies which by religion of the subscriber it is incumbent upon him to perform;
- d) to meet the expenditure on building or purchasing a house or site for a house provided such a house or site is assigned to the Trustees of the fund; provided that in the case of subscriber whose salary does not exceed rupees one lakh per annum, the Trustees may, in their discretion waive the condition that such house or site shall be assigned to them and instead require as a condition that the subscriber shall not encumber to alienate / sell or gift or part away with the said property in any mode or manner;
- e) to pay premia on policies of insurance on the life of the subscriber or of his wife provided that policy is assigned to the Trustees or at their discretion deposited with them and that the receipt granted by the Insurance Company for the premia paid are from time to time handed over to the Trustees for the inspection by the Income Tax Officer;

- f) to meet the cost of legal proceedings instituted by the subscriber for vindicating his position with 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 or to meet the cost of his defense when he is prosecuted by the University in any court of law in respect of any official misconduct on his part.

Provided that the advance under this sub clause shall be admissible to an employee who institutes the legal proceedings in any court of law either in respect of any matter un-connected with his official duty or against the employer in respect of any condition of service or penalty imposed upon him.

**Explanation :** For the purpose of this regulation and regulations 25 and 26 “family” means any of the persons who are wholly dependent on the subscriber namely; subscriber’s wife, legitimate children, step-children, parents, sister and minor brother.

**17. Conditions for withdrawal for various purposes:-**

- 1) The withdrawal in connection with expenses on marriages as specified in clauses (c) of regulation 16 shall not exceed six months pay or the total of the accumulation of exempted contributions and exempted interest lying to the credit of the subscriber whichever is less.
- 2) The withdrawal for the purpose specified in clause (d) of regulation 16 shall be subject to the following conditions:
  - i. the amount of withdrawal shall not exceed one half of the amount standing to the subscriber’s credit or the actual cost of the house and or of the site whichever is less;
  - ii. the subscriber shall have completed twenty five years of service or is due to retire within the next five years;
  - iii. the construction of the house should be commenced within six months of the withdrawal and should be completed within one year from the date of commencement of the construction;

- iv. If the withdrawal is made for the purchase of a house and or a site for a house, the purchase should be made within six months of the withdrawal;
  - v. If the withdrawal is made for the construction of a house it shall be permitted in two or more equal installments (not exceeding four), and the later installment being permitted only after due verification by the trustees about the actual utilization of the earlier withdrawal;
  - vi. The withdrawal shall be permitted only if the house and / or the site is free from every encumbrances and no withdrawal shall be permitted for purchasing a share in a joint property, in a building or house or any site/land whose ownership is divided;
  - vii. If the amount withdrawn exceeds the actual cost of the purchase or construction of the house and or site or if the amount is utilized for the purpose for which it is withdrawn, the excess or the whole amount as the case may be shall be refunded to the Trustees forthwith in one lump sum. The amount refunded shall be credited to the subscriber's account in the Provident Fund.
- 3) The withdrawal for the purpose specified in clause (f) of regulation 16 shall not exceed three months pay but shall in no case exceed half the amount to the credit of the subscriber.
  - 4) The withdrawal for any other purpose referred to in the regulation 16 shall not exceed three months pay or that of the accumulation of exempted contribution and the exempted interest lying to the credit of the subscriber whichever is less.

**Explanation :** For the purpose of this regulation pay means the pay to which the subscriber is entitled to at the time when the withdrawal is granted.

**18. Second withdrawal:-**

A second withdrawal shall not be permitted until the first withdrawal has been fully repaid by the subscriber.

Provided a second withdrawal may be permitted for the purpose specified in clause (e) of Regulation 16 notwithstanding that the sum withdrawn for any other purpose has not been repaid.

**19. Repayments of amounts withdrawn:-**

- a) Subject to the provision of clause (2) of the Regulation 17 where a withdrawal is permitted for a purpose specified in sub clause (d) or sub clause (e) of the Regulations, the amount withdrawn need not be repaid.
- b) Where a withdrawal is allowed in connection with the marriages as specified in clause (c) of Regulation 16, the amount withdrawn shall be repaid in not more than forty eight equal monthly installments.
- c) Where the withdrawal is allowed for any other purpose the amount withdrawn shall be repaid in not more than twenty four equal monthly installments.
- d) The University shall deduct the aforesaid installments from the employee's salary and pay them to the Trust. These deductions shall commence from the second monthly payment of salary made after the withdrawal or in case of an employee on leave without pay, from the second monthly payment of salary made after his return to duty.

**20. Withdrawal on leave preparatory to the retirement:-**

Notwithstanding anything contained in Regulations 16, 17, 18 and 19, it shall be open to the Trustees to permit the withdrawal of ninety percent of amount standing at the credit of an employee if the employee / subscriber takes leave preparatory to his retirement; provided that if he rejoins duty on the expiry of his leave he shall refund the amount drawn together with interest at the rate allowed by the Fund.



## **21. Accounts:-**

The accounts of the Fund shall be prepared at intervals of not more than twelve months. An account shall be maintained for each subscriber to the Fund.

## **22. Recoveries from the Fund:-**

The University shall not recover any thing whatsoever from the amount showing to the credit of a subscriber save in case where the employees / subscriber is dismissed for misconduct or voluntarily leaves his employment otherwise than on account of ill health or other unavoidable cause before the expiration of the term of five years service.

Provided that in such cases the recoveries made by the University shall be limited to the contributions made by it to the individual account of the employee / subscriber and to the interest credited in respect of such contribution in accordance with these Regulations and the accumulations thereof.

**Note :** In cases where a subscriber is compelled to retire or leave the service with the consent and permission of the Trustees before completing the minimum period of 5 years, the Trustee shall decide in each case on its merit whether University's contribution to the Fund should be recovered or not and if recovered whether in full or part.

## **23. When interest would cease:-**

Interest on all the sums standing in the books of the Fund to the credit of a subscriber shall cease when the amount payable to him on his leaving the service of the University or of his death whichever is earlier is actually paid but shall not extend beyond a period of six<sup>1</sup> months from the date of his leaving the service of the University or of his death.

<sup>1</sup>*The word & figure six months have been substituted by the word & figure 2 years vide Resolution of the Board of Trustees in its 2<sup>nd</sup> Meeting held on 25.08.2011.*

## **24. Payment of amount standing to the credit of Subscribers:-**

The sum standing to the credit of a subscriber shall become payable on the termination of his service or on his death.

## **25. Nominations:-**

- i. Every subscriber shall as soon as may be after joining the fund sent to the Trustees a nomination 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 been paid:

Provided that 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 the members of his family.

- ii. If a subscriber nominates more than one person under clause (i) he shall specify, in the nominations the amount of share payable to each of the nominees in such manner to cover the whole of the amount that stands to his credit in the Fund at any time.

- iii. Every nomination shall be made in such one of the forms provided in Schedule 1 annexed at these Regulations as is appropriate and proper in the circumstances and photographs of the concerned be affixed on the said form/s.

- iv. A subscriber may at any time cancel a nomination by sending a notice in writing to the Head Office of the University. Provided that the subscriber shall along with such notice send a fresh nomination made in accordance with the provisions of this regulation.

- v. 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 as may be specified in the nomination.

- 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 immediately in the event of his subsequently acquiring a family.

- vi. Immediately on the death of a nominee in respect of whom no special provision has been made in the nomination under the sub clause (a) of sub clause (v) or on the occurrence of any event by the reason of which the nomination becomes invalid in pursuance of sub clause (b) of sub-clause (v) or the provision thereto the subscriber shall send to the Head Office of the University a notice in writing canceling the nomination together with a fresh nomination made in accordance with the provisions of this regulation.
- vii. 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 Head Office of the University; provided that it is received while the subscriber is still in the service of the University.

**26. Payment on the Death of subscriber:-**

***i. When the subscriber leaves a family:***

- a. If a nomination made by the subscriber in accordance with these regulations in favour of a member or members of his family subsists, the amount standing to the credit in the Fund or the part thereof to which the nomination relates, shall become payable to the nominee 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 subsists or if such nomination relates only to a part of the amount standing to his credit in the fund, the whole amount or the part thereof to which the nomination does not relate, as the case may be, 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 member or members of his family in equal shares.

Provided that no share shall be payable to:-

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

Provided further that the widow or widows and the child or the children of a deceased son shall receive between them in equal parts only the share which that son would have received if he had survived the subscriber & if, in a case where he had survived the subscriber, he would have been excluded from a share under sub clause (i) of the first proviso, he had not been so excluded.

ii. ***When the subscriber leaves no family:***

If a nomination made by the subscriber in accordance with these regulations in favour of any person subsists, 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.

**27. Unclaimed Deposits:-**

Sums which remain unclaimed for a period of 5 years after having become due and payable shall be dealt at the discretion of the Trustees.

**28. Agreement to be executed by the Subscriber:-**

Every employee on becoming subscriber to the fund shall execute the agreement as is give in Schedule 1 to these Regulations.

**29. Transfer of Accumulated Balance of a subscriber on leaving the Employment of the University:-**

The amount of accumulations to the credit of an employee in the funds shall, where he leaves the employment of the University and obtains re-employment in another establishment to which the J&K Employees Provident Funds Act, 1961 applies, be transferred within such time as may be specified in this behalf by the Government, to the credit of his account in the Provident Fund of the establishment in which he is re-employed or, as the case may be, in the Fund established under the scheme applicable to the establishment.

**30. Protection of anything done in good faith:-**

No suit or other legal proceedings shall be taken against any persons in respect of anything done in good faith or intended to be done in pursuance of these regulations.