

# **The Mizoram Aided College Employees (Death-cum-Retirement Gratuity) Rules, 1990**

MIZORAM

India

## **The Mizoram Aided College Employees (Death-cum-Retirement Gratuity) Rules, 1990**

### **Rule**

### **THE-MIZORAM-AIDED-COLLEGE-EMPLOYEES-DEATH-CUM-RETIREMENT of 1990**

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The Mizoram Aided College Employees (Death-cum-Retirement Gratuity) Rules, 1990Published vide Notification No. B. 11011/2/88-EDC, published in the Mizoram Gazette, Extraordinary No. 19, dated 1st January, 1990Last Updated 19th February, 2020Notification No. B. 11011/2/88-EDC, dated 1st January, 1990. - Whereas the Governor of Mizoram is interested to grant certain pecuniary benefits to the Government aided college employees such as Death-cum-retirement gratuity, etc, and as such it deems necessary to have proper rules relating to it;Now, therefore, the Governor of Mizoram is pleased to make the following rules governing the grant of Death-cum-retirement gratuity to the employees under the Government Aided Colleges in Mizoram, namely :

### **1. Short title and commencement.**

(1)The Scheme may be called the The Mizoram Aided College Employees (Death-cum-Retirement Gratuity) Rules, 1990.(2)They shall be deemed to have come into force from the date of its publication in the official Gazette.

### **2. Definitions.**

- In these rules, unless the context otherwise requires-(a)"Aided College" means a recognised private college which receives grant-in-aid under the Deficit Scheme, from the State Government or any other authority designated by the State Government ;(b)"Appropriate Authority" means the Director of Higher Education or any other officer authorised by the Government;(c)"Competent Authority" means any person, officer or authority authorised by the Government, by notification to perform the

functions of the competent authority for such areas or in relation to such class of educational institution as may be specified in the notification;(d)"Director" means the Director of Higher Education of Mizoram or any other officer authorised by the Government to perform all or any of the functions of the Director;(e)"Emoluments" means emoluments as defined in Rule 33 of the Central Civil Service (Pension) Rules ;(f)"Employee" means a teaching and non-teaching staff being employed in a recognised college receiving grant-in-aid under the deficit scheme;(g)"Family" means and includes the following relatives of the employee-(i)Wife, in the case of male employee, or(ii)Husband, in the case of female employee ;(iii)Sons, including step sons and legally adopted sons ;(iv)Daughters, including step daughters and legally adopted daughters ;(v)Brothers, below the age of 18 years including step brothers ;(vi)Father, including adoptive parents in the case of individual ;(vii)Mother, including adoptive parents in the case of individual whose personal law permit adoption ;(viii)Unmarried sisters and widowed sisters including step sisters ;(ix)Married daughters ; and(x)Children of the pre-deceased sons or daughters ;(h)"Government" means the Government of the State of Mizoram ;(i)"Permanent employee" means an employee confirmed in his service after completion of two years' qualifying service ;(j)"Qualifying service" means service rendered while on duty or otherwise which shall be taken into account for the purpose of gratuities as admissible ;(k)"Temporary employee" means an employee not yet confirmed in his service by the management.

### **3. Commencement of qualifying service.**

- Subject to the provisions of these rules, qualifying service of an employee shall commence from the date he takes charge of the post to which he is first appointed either substantive or in an officiating or temporary capacity in the service :Provided that officiating or temporary service in followed without interruption by substantive appointment in the same or another post in the service :Provided further that-(a)in the case of an employee in a Group D service or post, service rendered before attaining the age of sixteen years shall not count for any purpose, and(b)in the case of an employee not covered by clause (a), service rendered before attaining the age of eighteen years shall not count for any purpose.

### **4. Emoluments and average emoluments.**

(1)Where an employee immediately before his/her retirement or death while in service had been absent from duty on leave for which leave salary is payable or having been suspended had been reinstated without forfeiting of service, the emoluments which he/she would have drawn had he/she not been absent from duty or suspended shall be the emoluments for the purpose.(2)Where an employee immediately before his/her retirement or death while in service had proceeded on leave for which leave salary is payable after having held a higher appointment whether in the officiating or temporary capacity, the benefit of emoluments drawn in such higher appointment shall be given only if it is certified that the employee concerned could have continued to hold the higher appointment but for his/her proceeding on leave.(3)If an employee immediately before his/her retirement or death while in service had been absent from duty on extraordinary leave or had been under suspension, and the period thereof does not count as service, if the emoluments which he/she drawn immediately before proceeding on such leave or being placed under suspension shall be the

emoluments for the purpose of this paragraph.(4)Average emoluments shall be determined with reference to the emoluments drawn by an employee during the last complete ten months of his/her service.

## **5. Amount of gratuity.**

(1)An employee, who has completed a total of continuous/qualifying service not less than five years, may be granted gratuity not exceeding the amount specified in Rule 6 when he/she dies or retires from service on superannuation, invalidation or retrenchment and is otherwise eligible for the same :Provided that no gratuity shall be admissible for the period of service under re-employment.(2)The length of service required in sub-rule (1) shall not apply in case of an employee invalidated on medical grounds.(3)The Government may in deserving cases, condone for the purpose of sub-rule (1) of deficiency not exceeding three months in the entire length of service of an employee.

## **6. Maximum limit.**

(1)(a)An employee, who has completed five years of qualifying service and has become eligible for service gratuity, shall on his/her retirement be granted death-cum-retirement gratuity equal to one-fourth of his/her emoluments for each completed six monthly period of qualifying service subject to a maximum of 6 1/2 times the emoluments ; provided that the amount of retirement gratuity payable shall in no case, exceed fifty thousand rupees. There will be no ceiling on reckonable emoluments for calculating the gratuity.(b)If an employee dies while in service after completing five years' qualifying service, the amount of death-cum-retirement gratuity shall be equal to 12 times of his/her emoluments of the amount determined under Clause (a) whichever is higher and it shall be paid to his/her family in the manner hereinafter indicated :Provided that the amount of death-cum-retirement gratuity payable under this rules in no case exceed Rs. 50,000.(2)If an employee who has become eligible for a service gratuity, dies within five years from the date of his/her retirement from service and the sums actually received by him at the time of his/her death-cum-retirement gratuity admissible under sub-rule (1) are less than the amount equal to 12 times of his/her emoluments a residuary gratuity equal to deficiency may be granted to his/her family.(3)(a)If an employee dies in the first year of qualifying service, a death-cum-retirement gratuity equal to two times of his/her emoluments at the time of his/her death shall be paid to his family in the manner hereinafter indicated :(b)If an employee dies after completion of one year of qualifying service but before completing five years of qualifying service the amount of death-cum-retirement gratuity shall be equal to six times of his/her emoluments at the time of his/her death.(4)There will be no ceiling on reckonable emoluments for calculating the gratuity and shall be released in accordance with sub-rule (1) of Rule 4 :Provided that if the emoluments of an employee have been reduced during the last ten months of his/her service otherwise than as penalty, average emoluments as referred to in sub-rule (2) of Rule 4 of these rules may be at the discretion of the competent authority, be treated as emoluments.

## **7. Limitation of eligibility.**

- No gratuity shall be admissible to an employee who-(a)is dismissed from service ;(b)is removed or called upon to resign on account of misconduct or inefficiency;(c)resigns his/her service of his/her own violation.

## **8. Recovery of institution dues permissible.**

- It is permissible to make recovery of Government aided institution's dues from the death-cum-retirement gratuity due in respect of an employee even without obtaining the consent of the members of his/her family in the case of the deceased employee as the case may be.

## **9. Application of the gratuity.**

(1)An employee who is eligible for gratuity under these rules shall submit an application in quadruplicate to the Director of Higher Education, Mizoram in Form 1.(2)Where an employee dies while in service or before submitting the application under sub-rule (1) above, his/her family or such other authorised person(s) who is entitled to receive the gratuity, shall submit the required application in form 2.

## **10. Persons to whom gratuity is payable.**

(1)(a)The gratuity payable under Rule 5 shall be paid to the persons on whom the right to receive the gratuity is confirmed by means of a nomination under Rule 14.(b)If there is no such nomination or if the nomination made does not subsist the gratuity shall be paid in the manner indicated herein below : (i)If there are one or more surviving members of the family as in sub-Clauses (i), (ii), (iii) and (iv) of Clause (g) of Rule 2, to all such members in equal shares;(ii)If there are no such surviving member of the family as in sub-clause (i) above, but there are one or more members as in sub-Clause (v) (vi), (vii), (viii), (ix) and (x) of Clause (g) of Rule 2, to all such members in equal shares.(2)If an employee dies after retirement without receiving the gratuity admissible under Rule 5 the gratuity shall be disbursed to the family in the manner indicated in sub-rule (2) of Rule 9 above.(3)The right of a female member of the family or that of a brother of an employee who dies while in service or after retirement to receive the share of the gratuity shall not be affected if the female member marries or re-marries or the brother attains the age of eighteen years, after the death of the employee and before receiving his/her share of the gratuity.(4)Where gratuity is granted under Rule 5 to a minor member of the family of the deceased employee, it shall be payable to the guardian on behalf of the minor as indicated below.(a)Payment of the minor(s) share of death-cum-retirement gratuity is to be made to the natural guardian of the minor(s) and in the absence of the natural guardian to a person who furnished a guardianship certificate : (b)Payment of the death-cum-retirement gratuity to the extent of Rs. 5,000 (or the first Rs. 5,000 where the amount payable exceeds Rs. 5,000) in favour of a minor may be made to his/her guardian in the absence of a natural guardian without the production of a formal guardianship certificate but subject to the production of an Indemnity Bond in Form 3 (A) and Form 3 (B) with suitable sureties

to the satisfaction of the competent authority. The balance in excess of Rs. 5,000, if any, would become payable on the production of a certificate of guardianship.(c)It is essential, however, that there should be adequate prima facie ground for making payment as in (b) above, to the person claiming it, Such ground can exist only if he has shown by a sworn declaration to be de facto. If the minor and his property are in the custody of some persons, such persons may be treated as a de facto guardian. The authority making the payment should therefore, require the person who comes forward to claim payment on behalf of the minor to satisfy them by an affidavit that he/she is in-charge of the property of the minor and is looking after it, or that, if the minor has no property other than the gratuity, the minor is in his/her custody and care. The affidavit so to be produced is in addition to the Indemnity Bond with suitable sureties.(d)The Indemnity Bond which is to be required to be produced by de facto guardian of a minor(s) for payment of death-cum-retirement gratuity to the extent of Rs. 5,000 should be properly executed. The stamp duty required for the purposes shall be borne by the claimant concerned.

## **11. Loss of death-cum-retirement gratuity.**

(1)Where an employee dies while in service or after retirement without receiving the amount of gratuity or without leaving behind family and without nomination or making the nominated but the nomination made so does not subsist, the amount of death-cum-retirement gratuity payable in respect of such employee under Rule 5 shall stand lapsed.(2)Where a member of the family dies or becomes disqualified before receiving the gratuity, the share of the gratuity otherwise payable to a member of the family who has died or become disqualified before receiving actual payment shall be disbursed equally among the remaining members of the family.

## **12. Report of the Examiner of Local Accounts.**

- The gratuity under Rule 5 shall be paid after report with respect of the amount admissible has been obtained from the Examiner of Local Accounts.

## **13. Sanctioning authority.**

- The death-cum-retirement gratuity or such other claims under this scheme, shall be sanctioned by the Director of Higher Education, Mizoram. For the purpose it shall be incumbent upon the sanctioning authority that the relevant orders and procedure in this regard have been duly adhered to.

## **14. Nomination.**

(1)An employee shall on his/her initial confirmation or on completion of five years' service under the Aided College shall make a nomination in the prescribed Form (Form 4 and Form 5) conferring on one or more persons the right to receive the death-cum-retirement gratuity payable under Rule 5 :Provided that if at the time of making the nomination, the employee has no family the nomination may be made in favour of a person or persons or a body of individuals whether incorporated or

not.(2)If any employee nominates more than one persons under sub-rule (1) above, he/she shall specify in the nomination the amount of share payable to each of the nominate in such manner as to cover the entire amount of gratuity.(3)An employee may provide in the nomination that in respect of any specified nominee who predeceased the employee, or who dies after the death of the employee but before receiving the payment of the gratuity, the right conferred on that nominee shall pass to such other person or persons as may be specified in the nomination ; provided further that where an employee has only one member in his/her family and a nomination has been made in his/her favour it is open to the employee to nominate alternate nominates in favour of any person or a body of individuals whether incorporated not.(4)The nomination made by an employee who has no family at the time of making it, or the nomination made by an employee under the second provision to Clause (i) of sub-rule (3) above, when he has only one member is his/her family family, or an additional member in his/her family, as the case may be.(5)An employer may, at any time cancel the nomination by sending a notice in writing to the competent authority :Provided that he/she shall along with such notice, send nomination made in accordance with this paragraph.(6)Immediately on the death of nominee in respect where no special provision has been made in the nomination under Clause (i) of sub-rule (3) or on the occurrence of any event by a person of which the nomination becomes invalid in pursuance of Clause (ii) of sub-rule (3), the employee shall send to the authority concerned a notice in writing cancelling the nomination together with fresh nomination in accordance with these provisions.(7)Every nomination made and every notice of cancellation given, by an employee shall, to the extent that it is invalid, take effect from the date on which it is received by the competent authority.(8)An employee should furnish details of his family from time to time to the head of office as in Form 6.

## **15. Preparation of list of employees due for retirement gratuities.**

(1)Every Principal/Head of Office shall have at list prepared every six months, that is, on the 1st July each year of all employees who are due to retire within the next 24 to 30 months of that date.(2)A copy of such list shall be supplied to the Director not later than the 31st January or the 31st July, as the case may be, of that year.(3)In the case of an employee retiring for reasons other than by way of superannuation, the Principal/Head of Office shall promptly inform the Director, as soon as the fact of such retirement becomes known to him.

## **16. Preparation of gratuity papers.**

- Every Principal/Head of Office shall undertake the work of preparation of gratuity papers in Form 7, two years before the date on which an employee is due to retire on superannuation or on the date on which he proceeds on leave preparatory to retirement, whichever is earlier.

## **17. Stages for the completion of gratuity papers.**

- The Principal/Head of Office shall divide the period of preparatory work of two years referred to in Rule 15 of the following two stages :(a)First stage - Verification of service. - (i) The Principal/Head of Office shall go through the Service Book of the employee and satisfy himself as to whether the certificate of verification for the entire service are recorded therein.(ii)In respect of the unverified

portion or portions of service, he shall arrange to verify the portions of such service, as the case may be, with reference shall become invalid in the event subsequently acquiring a to pay bills, acquittance rolls or other relevant records and record necessary certificates in the Service Books.(iii)If any portion of service rendered by an employee is not capable of being verified in the manner specified in sub-clauses (i) or sub-clauses (ii), the employee shall be asked to file a written statement on plain paper sitting that he had in fact rendered that period of service and shall at the foot of the statement make and subscribe to a declaration as to the truth of that statement and shall in support of such declaration produce all documentary evidences and furnish all informations which is in his power to produce or furnish.(iv)The Principal/Head of Office shall, after taking into consideration the facts in the written statement and the evidence produced and the information furnished by that employee in support of the said period of service, admit that portion of service as having been rendered for the purpose of calculating the gratuity of that employee.(b)Second stage - Making good omission in the Service Book. - (i) The Principal/Head of Office while scrutinising the certificates of verification of service, shall also identify if there are any other omissions, imperfections or deficiencies which have a direct bearing on the determination of emoluments and the service qualifying for gratuity.(ii)Every effort shall be made to complete the verification of services as in Clause (a) and to make good omissions, imperfections or deficiencies including the portion of service shown as unverified in the service book which it has not been possible to verify in accordance with the procedure laid down in Clause (a) shall be ignored and service qualifying for gratuity shall be determined on the basis of the entries in the Service Book.(iii)Calculation of average emoluments. - For the purpose of calculation of average emoluments the Principal/Head of Office shall verify from the Service Book the correctness of emoluments drawn or to be drawn during the last ten months of service. In order to ensure that the emoluments during the last ten months of service have been correctly shown in the Service Book the Principal/Head of Office may verify the correctness of emoluments for the period of twenty four months only preceding the date of retirement of an employee and not for any period to that date.

## **18. Obtaining of claims for death-cum-retirement gratuity.**

(1)Where the Principal/Head of Office has received an intimation about the death of an employee while in service, he shall ascertain whether any death-cum-retirement gratuity is payable in respect of the deceased employee.(2)(a)Where the family of the deceased servant is eligible for the death-cum-retirement gratuity under Rule 10 the Principal/Head of Office shall ascertain-(i)if the deceased employee had nominated any person or persons to receive the gratuity ; and(ii)if the deceased employee has not made any nomination or the nomination made does not subsist.the person to whom the gratuity may be payable.(b)The Principal/Head of Office shall, then, address the person concerned in Form 8 or Form 9 as may be appropriate for making a claim in Form 10.

## **19. Determination of the amount of gratuity where service records are incomplete.**

- According to the existing instructions, there should not be any case where Service Book has not been maintained properly. If, in any particular case, the service book has not been maintained properly despite the Government orders on the subject, and it was not possible for the

Principal/Head of Office to accept the verified portion of service as verified on the basis of entries in the Service Book, the Principal/Head of Office shall not proceed with the verification of the entire spell of service. The verification of service in such a case shall be confined to the following spells of service : (a) If the deceased employee had, on the date of his death rendered more than five years of qualifying service, but less than twenty four year of qualifying service, and the spell of last five years of service has been verified and accepted by the Principal/Head of Office, the amount of death-cum-retirement gratuity shall be equal to 12 times of his emoluments as indicated in Clause (b) of sub-rule (1) of Rule 6. Where the verified and accepted service is less than five years of qualifying service, the amount of death-cum-retirement gratuity shall be the amount as indicated in Clause (b) of sub-rule (3) of Rule 6. (b) If the deceased employee had rendered more than twenty year four years of service and the entire service is not capable of being verified and accepted, but the serving for the last five years has been verified and accepted under Clause (a), the family of the deceased employee shall be allowed, on provisional basis, the death-cum-retirement gratuity equal to 12 times of the emoluments. Final amount of the gratuity shall be determined by the Principal/Head of Office on the acceptance and verification of the entire spell of service which shall be done by the Principal/Head of Office within a period of six months from the date on which the authority for the payment of provisional gratuity was issued. The balance, if any, becoming payable as a result of determination of the final amount of death-cum-retirement gratuity shall then be authorised to the beneficiaries.

## **20. Constitution and custody of the fund.**

(1) There shall be formed a fund to be called the "Mizoram Aided College Employees' Death-cum-Retirement Gratuity Fund" to which shall consist of- (a) Contributions by the State Government; (b) Any contribution by the Government of India ; (c) Such other sums as the State Government may transfer from the unspent balance of the budget provisions of any year ; (d) Donation, if any, by the public, any institution, autonomous body, association or authority. Note. - The contributions to the fund shall be credited by the State Government by deduction from the grant-in-aid and the maintenance grants, as the case may be. (2) The Mizoram Aided College Employees' Death-cum-Retirement Gratuity Fund shall be vested in the Director and may be kept with the State Bank of India or with one of the Nationalised Bank or the Mizoram Co-operative Apex Bank Limited or any other Bank with the approval of the Government as shown in the Appendix. (3) The Director may, with the approval of the Government, set apart and apply out of the fund such sums as may be required to meet the charges on account of the maintenance of the said fund. (4) The money lying in excess of the actual requirements may be invested in Government approved sureties or such other investment fund. (5) The Director shall maintain for the purpose appropriate books of accounts and record including cash book and bank pass books and cheques. (6) The accounts of the fund shall be audited periodically by the Examiner of Local Accounts of the State Government.

## **21. Power to relax.**

- Where the Director is satisfied that the operation of any of these paragraphs causes undue hardship in any particular case, he shall refer the matter to the Government in the Education



Department and the Government may by order for reasons to be recorded in writing dispense with or relax the requirements of that paragraph to such extent and subject to such exceptions and conditions as it may consider necessary for dealing with the case in a just and equitable manner. Form 1 Application for gratuity [See Rule 9(1)]

- 1. Name of applicant**
- 2. Father's name (and husband's name in case of female employee)**
- 3. Date of Birth**
- 4. Height**
- 5. Identification marks**
- 6. Permanent residential address**
- 7. Present residential address**
- 8. Religion**
- 9. Last appointment and pay indicating substantive and officiating**
- 10. Date of beginning of service**
- 11. Length of continuous service**
- 12. Date of ending of service**
- 13. Whether nomination for gratuity made**
- 14. Nature of amount of Government/Aided College dues, if any.**

Date ..... Signature of the applicant Place ..... Remarks of the  
Sanctioning Authority..... Signature Report of the Examiner or Local  
Accounts..... Examiner of Local Accounts, Mizoram Form 2 Application for  
gratuity of a deceased employee [See Rule 9 (2)] Application for grant of Government/Residuary  
gratuity of the family of Sri/Smt./Km (Late)..... of (name of the Aided College)

**1. Name of the applicant**

**2. Relationship with deceased employee**

**3. Date of Birth**

**4. Date of death of the employee**

**5. Full address of the employee**

**6. Signature or thumb impression of the applicant**

**7. Attend by**

(1).....(2).....

**8. Witness-**

Name Address Signature

(1)

(2)

Signature of the applicant

Date..... Remarks of the DepartmentSignature

Place..... Report of the Examiner of Local Accounts Examiner of Local Accounts, Mizoram

Form 3(A) Indemnity Bond [See Rule 10(4)(b)] Know all men by these presents that I.....the widow/son/brother etc., of.....deceased resident of.....(hereinafter called the obligor') and.....son/wife/daughter of.....resident of.....and.....sureties for and on behalf of the obligor (hereinafter called the sureties) am held and firmly bound to Governor of Mizoram (hereinafter called the Government) in the sum of Rs.....(Rupees.....) only well and truly to be paid to the Director on demand and without a demur for which payment we bind ourselves and our respective heirs, executors, administrators, legal representatives, successors and assigns by these presents ;Whereas Shri/Smt.....was at the time of death in the employment of the.....(aided institution) the sum of Rs.....(Rupees.....) only for and towards share of his minor son/daughter in the death-cum-retirement gratuity;And whereas the obligor has satisfied that he/she is entitled to the aforesaid sum and that it would cause undue delay and hardship if the obligor is required to produce the certificate of guardianship from the competent court of law before payment to him of the said sum of Rs.....;And whereas the Government/Director has no objection to the payment of the said sum to the obligor but under Rules/Orders it is necessary for the obligor to first execute a bond with one surety/two sureties to indemnify the Government against all before the said sum can be paid to the obligor ;Now the conditions of this bound are such that if payment has been made, the obligor, the obligor and/or the surety/sureties shall in the event

of the claim being made by any other person against the Government with respect to the aforesaid sum of Rs.....refund to the Government the said sum of Rs.....and shall otherwise indemnify and keep the Government harmless and indemnified against and from all liabilities in respect of the aforesaid sum and all costs incurred in consequence of the claim thereto. They the above written bound of obligation shall be void and of no effect but otherwise it shall remain in full force, effect and virtue. And these presents also witness that the liability of the sureties hereunder shall not be impressed or discharged by reason of time being granted by or any forbearance act of commission of the Government whether with or without the knowledge or consent of the surety/sureties in respect of or in relation to the obligations or conditions to be performed or discharged by the obligor or by any other method or thing whatsoever which under the law relating to sureties shall but for this provision having that shall it be necessary for the Government to sue the obligor before suing the surety/sureties or either of them for the amount due hereunder the Government agrees to bear the stamp duty if any, chargeable on these presents. In witness whereof the obligor and the surety/sureties hereunto have setup and subscribed their respective hands on the day, year first above written. Signed by the above obligor in the presence of witness this the day of.....one thousand nine hundred and of the day of 19.....

1. ....

Signature of Obligor

2. ....

Signed by the above named surety/sureties in the presence of-

1. ....

2. ....

Signature of Surety/Sureties

Accepted in the presence of.....

(name and designation of witness)

Name and designation of the officer accepting the Bond.

Signature of Witness

Form 3 (B) Form of Bond of Indemnity for drawing of Death-cum-Retirement Gratuity where there is no nomination or nomination does not subsist [See Rule 10 (4) (b)] Know all men by these presents that I.....widow/husband/son/daughter of Shri/Smt.....residing at.....(hereinafter called the 'obligor' which expression shall include his/her heirs, executors, administrators, legal representatives) and I/we.....resident of.....surety/sureties on behalf of sureties (which expression shall include the heirs, executors administrators and legal representatives) bind ourselves jointly and severally to pay to the Governor (hereinafter called the Government which include his successor and assigns) on demand and without a demur a sum of Rs.....(Rupees.....) for which payment well and truly to be made we bind ourselves firmly by these presents. Date this.....day of 19.....Whereas the aforesaid Shri/Smt.....at the time of his/her death in the employment of.....(Aided Institution) and his/her/family was/is entitled to death-cum-retirement gratuity of Rs.....from the Government and whereas the said Shri/Smt.....died on the.....day of.....19.....and there was, is due to his/her/legal heirs the sum of Rs.....(Rs.....) for death-cum-retirement gratuity in respect of his/her said employment; And whereas the above bounden obligor.....claims to be entitled to the said sum as heir or her/his/husband/wife/father the said/Shri/Smt.....but has not obtained letter of administration or a succession certificate to the property and effect of the said

Shri/Smt.....And whereas the obligor has satisfied the Government that he/she is entitled to the aforesaid sum that it would cause undue delay and hardship if he/she were required to produce letter of administration or a succession certificate to the property and effect of the said Shri/Smt.And whereas the Government desire to pay the said sum to the obligor but under the Rules and orders it is necessary that he/she should first execute a bond with one surety/two sureties to indemnify against all claims to the amount so due, the sum can be paid to the obligor;Now the condition of this bond is such that if after the payment has been made to the obligor, the obligor or the surety/sureties shall in the event of the claim being made by any other person against the Government with respect to the aforesaid sum of Rs..... (Rupees.....) refund to the Government the sum of Rs..... (Rupees.....) and shall otherwise indemnify and save Government harmless from all liability in respect of the aforesaid sum and all costs incurred in consequence of any claim thereto. Then the above written bond of obligation shall be void but otherwise the said bond shall remain in full force, effect and virtue.In witness whereof the parties hereunto have set their respective hands the day and the year first above written signed by the above named obligor in the presence of witnesses :

1.

.....

2.

.....Accepted in the presence of.....

Signature of Witness :

1.....2..... Signature of the claimantDesignation

Certified that Shri/Smt.....is a permanent employee and he/she shall not attain the age of superannuation within year from the date.....Signature of the Head of the Aided Institution, in which employed

**1. Name of the claimant**

**2. Name of the deceased employee**

**3. Full address and place of residence of the claimant**

**4. First surety**

**5. Second surety**

## 6. Amount of the claim

Signature of the Obligor..... Signature of the First Surety..... Signature of the Second Surety.....Name and designation of the witnessSignature of the accepting officer of the bondNote. - The obligor as well as sureties have obtained majority so that the bond may have legal effect or force.

Form 4[See Rule 14]Nomination for Death-cum-Retirement Gratuity(Where the employee has a family and wishes to nominate one member, or more than one members, thereof)I,.....hereby nominate the person/persons nominated below who is/are member(s) of any family, and confer on him/them the right to receive, to the extent specified below, any gratuity the payment of which may be authorised by the Government 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 :

Original nominees		Alternative nominee(s)			
Name and address of nominee/ nominees	Relationship with the Government employee	Age	Amount of share of gratuity payable to each	Name, address, relationship and age of the persons, if any, to whom the right conferred or the nominee shall pass in the event of the nominee predeceasing the Government employee or the nominee dying after the death of the Government employee but before receiving payment of gratuity	Amount of share of gratuity to each
1	2	3	4	5	6

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

Note. - (i) The Government employee shall draw lines across the blank space below the last entry to prevent the insertion of any name after he has signed.(ii)Strike out which is not applicable.

Date this.....day of.....19... at.....

1.

.....

2.

.....Signature of Government employee(To be filled by the Head of Office)

Nomination..... Signature of Head of Office

Designation..... Date.....

Office..... Designation.....

Proforma for acknowledging the receipt of the Nomination Form by the Head of

OfficeTo.....Sir,In acknowledging the receipt of your nomination, dated the.....cancellation, dated the.....of the nomination made earlier in respect of gratuity in Form.....I am to state that it has been duly placed on record. Signature of Head of OfficeDesignation.....Place.....Date.....Note. - The Government employee is advised that it would be in the interest of his nominee if copies of the nomination and the related notices and acknowledgements are kept in safe custody so that they may come into the possession of the beneficiaries in the event of his death. Form 5[See Rule 14]Nomination for Death-Cum-Retirement Gratuity(Where the employee has no family and wishes to nominate one person or more than one persons)I.....having no family hereby nominate the person/persons mentioned below and confer on him/them the right to receive to the extent specified below any gratuity that may be sanctioned by the Government in the event of my death while in service or after the retirement:

Original nominees		Alternative nominee(s)			
Name and address of nominee(s)	Relationship with the employee	Age	Amount of gratuity payable to each*	Name, address, relationship and age of the persons, if any, to whom the right conferred or the nominee predeceasing the employee or the nominee dying after the death of the employee but before receiving payment of gratuity	Amount of share of gratuity payable to each†

\* This column should be filled in so as to cover the whole amount of the gratuity.† The amount/share of the gratuity shown in the column should cover the whole amount/share payable to the original nominee(s). This nomination supersedes the nomination made by me earlier on.....which stands cancelled. Note - (i) The employee should draw lines across blank space below the last entry to prevent the insertion of any name after he has signed. (ii) Strike off whichever is not applicable. Dated this.....day of.....19.....at.....

Witnesses' signature

- (1) .....  
 (2) ..... Signature of Head of Office  
 Date.....  
 Designation.....

(To be filled in by the Head of the Office)

Nomination..... Signature of Head of Office  
 Place..... Date.....  
 Date..... Designation.....

Proforma for acknowledgement to the receipt of the Nomination Form by the Head of OfficeTo,.....I acknowledge the receipt of your nomination dated the.....cancellation dated.....of tire nomination made earlier in respect of gratuity in Form.....and that it has been duly placed on record.  
 Place.....

Date..... Signature of Head of Office

Designation.....

Form 6[See Rule 14(8)]Details of FamilyName of employeeDesignationDate of birthDetails of the members of my family :

Sl. No.	Name of the members of family*	Date of birth	Relationship with the Officer	Initials of the Head of Office	Remarks
1	2	3	4	5	6

1.2.3.4.5.6.7.8.9.

\* Family for this purpose means family as defined in Clause (g) or Rule 2.I hereby undertake to keep the above particulars up-to-date by notifying to the Head of Office any addition or alteration.Signature of EmployeePlace .....Date .....Form 7[See Rule 16]Form for Assessing/Preparation of Gratuity

## Part I

**1. Name of the employee.....**

**2. Father's name (and also husband's name in the case of female employee).....**

**3. Date of birth (by Christian era).....**

**4. Religion.....**

**5. Permanent residential address showing village, town, district and State.....**

**6. Present or last appointment including name of establishment-**

(i)Substantive.....(ii)Officiating, if any.....

**7. Date of beginning of service.....**

**8. Date of ending of service.....**

**9. (i) Total period of military service for which gratuity was sanctioned.....**

(ii)Amount and nature of any gratuity received for the military service.....

**10. Amount and nature of any gratuity received for previous Civil Service.....**

**11. Death of commissions, imperfections or deficiencies in the service book which have been ignored under Rule.....**

**12. Total length of qualifying service (for the purpose of adding towards broken periods, a month is reckoned as thirty days) .....**

13. Period of non-qualifying service:	From	To
(i) Interruption in servicecondoned	.....	.....
(ii) Extraordinary leave notqualifying for pension	.....	.....
(iii) Period of suspension nottreating as qualifying	.....	.....
(iv) Any other service not treatedas qualifying	.....	.....
Total		

**14. Emoluments reckoning for gratuity....**

**15. Average emoluments.....**

Emoluments drawn during the last ten months of service

Post held	From	To	Pay	Personal pay or Special pay	Average emoluments
1	2	3	4	5	6

**16. Proposed death-cum-retirement gratuity**

**17. Whether nomination made for death cum-retirement gratuity.....**

Signature of the Principal/ Head of Office(i)In a case where the last ten months include some period not to be reckoned for calculating average emoluments an equal period backward has to be taken for calculating average emoluments.(ii)The calculation of average emoluments should be based on actual number of days contained in each month.

**Part II**

Section IAccount Enfacement



- 1. Total period of qualifying service which has been accepted for the grant of gratuity.....**
- 2. Amount of gratuity that has been admitted.....**
- 3. The date from which gratuity is admissible.....**

## Section II

- 1. Name of the employee.....**
- 2. Class of gratuity.....**
- 3. Amount of gratuity authorised.....**
- 4. The Government/Office dues recoverable out of gratuity before authorising its payment.....**
- 5. The amount of gratuity held over for adjustment of unassessed Government/Office dues.....**

Form 8[See Rule 18(2)(b)]Form of letter to the member or members of the family of a deceased employee where valid nomination for the grant of the death-cum-retirement gratuity existsTo.....Subject : Payment of death-cum-retirement gratuity in respect of late Shri/Shrimati.....Sir /Madam,I am directed to state that in term of the nominating made by the late Shri/Shrimati.....(Designation) in the Office/Department of.....a death-cum-retirement gratuity is payable to his/her nominee(s).A copy of the said nomination is enclosed herewith.

**2. I am to request that a claim for the grant of the gratuity may be submitted by one in the enclosed Form 10.**

**3. Should any contingency have happened since the date of making the nomination, so as to render the nomination invalid in whole or in part, precise details of the contingency may kindly be stated.**

Yours faithfully,Sd/-Head of OfficeForm 9[See Rule 18(2) (b)]Form of letter to the member or members of the family of deceased employee where valid nomination for the grant of the death-cum-retirement gratuity does not existTo,.....Sir/Madam,I am directed to say that in terms of Clause (g) of Rule 2 death-cum-retirement gratuity is payable to the following members of the

family of late Shri/Shrimati/(Designation), in the Office/Department of.....in equal share :

- (i) Wife/Husband including step children and legal adopted children
- (ii) Sons
- (iii) Unmarried daughters

**2. In the event of there being no surviving member of the family as indicated above, the gratuity will be payable to the following members of the family in equal share :**

- (i) Widowed daughters including step daughters and legally adopted daughters.

- (ii) Father including adoptive parents in case of individuals whose personal law permits adoption.

- (iii) Mother

- (iv) Brother below the age of eighteen years and unmarried widowed sisters including step brothers and step sisters.

- (iv) Married daughters, and

- (vi) Children of pre-deceased son.

**3. It is requested that a claim for the payment of gratuity may be submitted in the enclosed Form as soon as possible.**

Yours faithfully, Sd/-Head of Office Form 10 [See Rule 18 (2) (b)] Form for assessing and authorising the payment of death-cum-retirement gratuity when an employee dies while in service (To be sent in duplicate)

## **Part I**

**1. Name of the deceased employee**

**2. Father's name (and also husband's name in the case of female employee)**

**3. Date of Birth (by Christian era)**

**4. Date of Death (by Christian era)**

**5. Religion**

**6. Office/Department in which last employed**

**7. Appointment held last-**

(i)Substantive(ii)Officiating

**8. Date of beginning of service**

**9. Date of ending of service**

**10. Government/Office under which service has been rendered in order of employment.**

**11. The date on which intimation regarding the death of employee was received by the Head of Office**

**12. Amount and nature of any pension received for previous civil service, if any**

**13. The date on which action initiated to-**

(a)obtain claim or claims from the claimant in the appropriate form for death-cum-retirement gratuity.(b)asses the service and emoluments qualifying for death-cum-retirement gratuity.

**14. Whether nomination made for death-cum-retirement gratuity.**

**15. Length of service qualifying for death-cum-retirement gratuity.**

**16. Periods of non-qualifying service-**

(a)Interruption in sendee condoned(b)Extraordinary leave not qualifying for gratuity(c)Period of suspension treated as non-qualifying(d)Any other service not treated as qualifying service Total period of non-qualifying service.

**17. (a) Emoluments reckoning for death-cum-retirement gratuity**

(b)Amount of death-cum-retirement gratuity

**18. Details of Government/Office dues recoverable out of gratuity**

**19. Date on which claims received from the claimants**

**20. Name of guardian who will receive payment of death-cum-retirement gratuity in the case of minors**

**21. Head of Account to which death-cum-retirement gratuity is debitable**

Signature of Head of OfficePlace.....Dated the.....

**Part II**

Section IAccount Enforcement

**1. Total period of qualifying service which has been accepted for death-cum-retirement gratuity.**

**2. Net amount of gratuity after adjusting Government/Office dues**

**3. Head of Account to which death-cum-retirement gratuity is chargeable**

Section II

**1. Name of the deceased employee**

**2. Date of death of employee**

**3. Amount of gratuity authorised**

**4. Date on which payment of gratuity authorised**

**5. Amount recoverable from gratuity**

**6. Amount, if gratuity held over pending receipt of 'No demand Certificate'**

Place.....Dated the .....Accounts OfficerAppendixName of Scheduled Banks[See Rules 20 (2)]

- 1. State Bank of India, Aizawl, Mizoram.**
- 2. United Commercial Bank, Aizawl, Mizoram.**
- 3. Vijaya Bank, Aizawl, Mizoram.**
- 4. Mizoram Co-operative Bank, Aizawl, Mizoram.**