

# **The Mizoram Aided College Contributory Provident Fund Regulations, 1990**

MIZORAM

India

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### **Rule**

### **THE-MIZORAM-AIDED-COLLEGE-CONTRIBUTORY-PROVIDENT-FUND of 1990**

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The Mizoram Aided College Contributory Provident Fund Regulations, 1990Published vide Notification Mizoram Gazette, Extraordinary No. 19, dated 18-12-1990Last Updated 19th February, 2020Whereas the Government deems expedient to make rules for Government Aided College Contributory Provided Fund so as all the employees may enjoy the benefits of the Provident Fund while in service, the Governor of Mizoram is pleased to make the following regulations namely:

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

(1)These regulations may be called the Mizoram Aided College Contributory Provident Fund Regulations 1990.(2)It shall come into force on the date as Government may, by notification in the official Gazette, appoint.

#### **2. Definitions.**

- In these Regulations unless the context otherwise requires-(a)"College Authority" means the Governing Body of an Aided College;(b)"Controlling Officer" means the Jt. Director of Higher Education for Aided Colleges.(c)"Employees" means teaching and non-teaching staff holding substantive post in Government recognised Aided College;(d)"Family" means-(i)in the case of a male subscriber, the wife and children of a subscriber, and the widow and children of a deceased subscribed;Provided that if a subscribed proves that his wife has been judicially separated from him or has ceased under the customary law of the community to which she belongs, to be entitled to maintenance, she shall henceforth be deemed to be no longer a member of the subscriber's family in

matters to which these rules relate;(ii)in the case of a female subscriber, the husband and children of a subscribed and the widow and children of a deceased;(e)"Fund" means the Contributory Provident Fund under these rules;(f)"Interest" means an interest which is paid on a deposit as a rate specified in Clause 11;(g)"Salary" means monthly pay, and includes dearness pay appropriate to pay, leave salary or subsistence grant, if admissible and any remuneration of the nature of pay;(h)"Scheduled Banks" means all Banks within Mizoram authorised by the State Government in the Appendix 'C' to these regulations;(i)"Subscriber" means a subscriber of the fund under these regulations.

### **3. Control of the fund.**

- The control of the fund shall vest in the State Government. The State Government may, however, delegate their powers under these regulations to such Officers as they may appoint in their behalf. Officers as appointed shall be called Controlling Officers for the purpose of these regulations.

### **4. Amount of contribution.**

(a)Every employee shall contribute at the rate of eight per cent of his pay to a provident fund of which an account shall be opened at the post office savings bank or at the Scheduled Bank.(b)Voluntary contribution in excess of the regular amount shall be admissible. But machine contribution shall remain 8% of pay.(c)The amount of his contribution to the provident fund shall be deducted from the monthly pay of each subscriber by the College Authority. In calculating the amount of deduction, only the substantive pay of the subscriber shall be taken into account, and fractions of rupee of salary shall be disregarded.(d)When the subscriber is on deputation to a training institution, the office of that institution shall deduct the amount of his provident fund contribution from his pay and shall remit it to College Authority by money order, at his own expense.(e)Contribution during leave shall be compulsory.

### **5. Contribution by the College Authority.**

- The College Authority shall make a contribution to the Provident Fund Account of each employee monthly equal to the deduction made from his/her salary under Clause 4.

### **6. Remission of fund to the Bank Authority.**

- The deduction under Clause 4 and the contribution under Clause 5 shall be remitted by College Authority to the Post Master or the Bank Authority for credit to the account of each subscriber provident fund and it shall, whenever possible, be made between the 1st and the 4th of each month in order that the interest may accrue for the month of deposit order.

### **7. Procedure of depositing money.**

(a)The College Authority shall remit the deductions under Clause 4 and the contributions under Clause 5 to the post office or Scheduled Bank which maintain the account accompanied by-(i)the

savings on Scheduled Bank Pass Books of the subscribers; and(ii)the statement in the Form given in Appendix 'A'.(b)The money received in the post office or Scheduled Bank shall be credited to the different accounts in accordance with the entries in the statement; and the Post Master or Bank Authority after satisfying himself that the amount of the deposit has been stamped with the post office dated stamp or the dated stamp of the Scheduled Bank and return it with the Pass Book to the College Authority.(c)The College Authority shall see that the entries in the Pass Book are correct.(d)The College Authority shall maintain a ledger with a separate account for each subscriber in which the particulars given in the monthly statement shall be entered at and also the interest credited periodically and the withdrawals.(e)The accounts maintained by the College Authority shall be balanced annually and the balance shall be credited by the signature of the subscribers.(f)The accounts of the fund shall be subject to audit by authorised Audit Officers of Accountant General and Examiner of Local Accounts of the State Government.

## **8. Cash Certificates of the subscriber.**

(a)Cash Certificates may be purchased out of the balance at the credit of the Subscriber's Provident Fund Accounts.(b)The applications for the purchase of such Cash Certificates are to be signed by the subscriber in the prescribed form. Cash Certificates may be purchased in their names from the Provident Fund Accounts by his/her agent or messengers. The certificates which will be made out in the name of the subscriber concerned will be payable only to the Officers authorised by the Controlling Authority. The custody and control as well as the power to transfer and discharge such Cash Certificates from the name of a subscriber to that of another person or from one post office to another will require the consent in writing of the Controlling Authority.(c)Holding of Cash Certificates purchased on behalf of the Subscriber's Provident Fund in whose name such Cash Certificates remained undischarged, the amount due on them will be paid to the Officer controlling the Subscriber's Provident Fund and that amount will be treated as if it forms the part of a balance at the credit of the Subscriber's Provident Fund Account.

## **9. Withdrawal during lifetime of subscriber.**

- Subject to the exception provided for in these Regulations, the deduction and contributions with the interest thereon at the credit of a subscriber shall, with the approval of the State Government or the Controlling Officers, be withdrawn on his ceasing to be employed by the College Authority and shall be paid by them to the subscriber.

## **10. Disposal on the death of subscriber.**

- The closure of an account or withdrawal from it shall be made on the presentation at the office to which these accounts are maintained on an ordinary application for withdrawal signed by the nominee of the subscriber. The application shall be counter signed by the College Authority.(a)Each subscriber shall when he/she joins the Fund sign the declaration in the Form given in Appendix 'B' in the manner in which he wishes the amount at his credit to be disposed of on his death.(b)A subscriber may change his declaration at any time.(c)It shall be the duty of the College Authority to keep the declaration in safe custody.(d)If the subscriber has a family, no declaration shall be

accepted from him which seeks to alienate from his/her family the amount at his/her credit or any part thereof at the time of his/her death.(e)On the death of a subscriber, the amount at his/her credit shall be withdrawn, with the approval of the State Government or the Controlling officer by the College Authority and paid to the person or persons named in the declaration.

## **11. Interest.**

- The College Authority shall pay to the credit of a subscriber an interest, at such rate as the Government may, from time to time, prescribe for the payment of interest on subscription to the Contributory Provident Fund on the amount to his credit in the fund and it shall be creditable with effect from the 31st March of each year in the following manner:(a)on the amount to the credit of subscriber on the 31st March of the preceding year, less any sums 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 up to the last day of the month preceding the month of withdrawal;(c)on all sums credited to the subscriber's account after the 31st March of the current year;(d)the total amount of interest shall be rounded off to the nearest rupee:Provided that when the amount standing to the credit of a subscriber has become payable, the interest shall thereupon be credited under this clause in respect only on the period from the beginning of the current year or from the date of deposit, as the cash may be, up to the date on which the amount standing to the credit of the subscriber become payable.

## **12. Advance from the Fund.**

(1)The College Authority may sanction the payment to any subscriber of an advance consisting of a sum of rupees not exceeding the amount of three months' 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 illness confinement or disability including where necessary, the travelling expenses of the subscriber and members of his family or any person actually dependent upon him;(b)to meet the cost the of higher education;(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 marriage, funerals or other ceremonies;(d)to meet the cost of legal proceedings instituted by the subscriber for indicating his position in regard to any allegations made against him in respect of any act done or purported to be done by him in the discharge of his official duties; the advance in this case being available in addition to any advance admissible for the same purpose from any other source: Provided that the advance under this sub-clause shall not be admissible to a subscriber who institutes legal proceedings in any court of law either in respect of any matter unconnected with his/her official duty or against Government or the management, as the case may be, in respect of any condition of service of penalty imposed on him;(e)to meet the cost of his/her defence where the subscriber is prosecuted by Government or the Management, as the case may be in any court of law or where the subscriber engages a legal practitioner to defend himself in an enquiry in respect of an alleged official misconduct on his part.(2)The State Government may, in special circumstances sanction the payment to any subscriber of an advance if it is satisfied that the subscriber concerned requires the advance for the reasons other than those mentioned in sub-clause (1) above.(3)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-clause (1) or until repayment of the last instalment 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. (4) When an advance is sanctioned under sub-clause (3) above, before repayment of last instalment of any previous advance is recovered, it shall be added to the advance so sanctioned and the instalment for recovery shall be fixed with reference to the consolidated amount.

### **13. Recovery of advance.**

(1) An advance shall be recovered from the subscriber in such number of equal monthly instalments as the sanctioning authority may direct but such number of instalments shall not be less than twelve unless the subscriber so elect and not more than twenty four. In special cases where the amount of advance exceeds three months' pay of the subscriber under sub-clause (1) of Clause 12, the sanctioning authority may fix such number of instalments to be more than twenty four but in no case more than thirty six. A subscriber may at his option make repayment in a smaller number of instalments than that prescribed. Each instalment shall be a number of whole rupees, the amount of the advance being raised or deducted if necessary to admit fixation of such instalments. (2) If 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 a lump sum or in monthly instalments 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-clause (1) of Clause 12. (3) Recoveries made under this clause shall be credited, as they are made, to the account of subscriber in the fund.

### **14. Wrongful use advance.**

- Notwithstanding anything contained in these clause, if the sanctioning authority is satisfied that money drawn as an advance from the fund under Clause 12 has been utilised for a purpose other than that for which sanction was given to the drawal of the money, the amount in question shall forthwith be repaid by the subscriber to the fund, or in default, be ordered to be recovered by deduction in one lump sum from the emoluments of the subscriber even if he be on leave. If the total amount to be repaid be more than half of the subscriber's emoluments recoveries shall be made in monthly instalments till the entire amount is repaid by him. Explanation. - For the purposes of these regulations the term "emoluments" does not include subsistence grant.

### **15. Withdrawal from the fund.**

(1) Subject to the conditions specified herein withdrawals may be sanctioned by the authority competent to sanction an advance for special reasons under sub-clause (1) of Clause 12 at any time after the completion of twenty years of service (including broken period of service, if any) of a subscriber within ten years before the date of his/her retirement on superannuation, whichever is earlier, from the amount of subscriptions 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 travelling expenses of the child of the subscriber in the following cases namely:(i)for education outside India for academic technical professional or vocational course beyond the college stage, and(ii)for any medical engineering or other technical or specialised course in India beyond the college stage; provided that the course of study is for not less than three years;(b)meeting the expenditure in connection with the marriage of the subscriber's sons or daughters and any other female relation actually dependent on him/her.(c)meeting the expenses in connection with illness, including where necessary, the travelling expenses of the subscriber and members of his/her family or any person actually dependent on him/her;(d)building or acquiring a suitable house for his/her residence including the cost of the site or repayment of any outstanding amount on account of loan expressly taken for this purpose, for reconstructing or making additions or alterations to a house already owned or acquired by a subscriber;(e)purchasing a house site;(f)for constructing a house on a site purchase utilising the sum withdrawn under Clause (e) above.(2)Whenever a subscriber is in a position to satisfy the competent authority about the Contributory Provident Fund Account with reference to the latest available statement of account together with the evidence of subsequent contribution, the competent authority may itself sanction withdrawal within the prescribed limits as in the case of refundable advance. In doing so, the competent authority shall take into account any withdrawal or refundable advance already sanctioned in favour of the subscriber. Where, however, the subscriber is not in a position to satisfy the competent authority about the amount standing to his credit or where there is any doubt about the admissibility of the withdrawal applied for, a reference may be made to the accounting authority by the competent authority for ascertaining the amount standing to the credit and the competent authority may determine the admissibility of the amount of the withdrawal.(3)Any sum withdrawn by a subscriber at any time for one of the purposes specified in Clause (1) from the amount standing to his credit shall not ordinarily exceed one half of the amount of subscriptions and interest thereon to the credit of the subscriptions in the fund or six month's pay whichever is less. The sanctioning authority may, however sanction the withdrawal of an amount in excess of this limit up to three fourths 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.(4)A subscriber who has been permitted to withdraw money from the fund under sub-clause (1) shall satisfy the sanctioning authority within a reasonable period as may be specified by the authority that the money has been utilised for the purpose for which it was withdrawn and if he fails to do so, the whole amount so withdrawn shall forthwith be repaid in one lump sum by the subscriber to the fund, and in default of such payment, it shall be ordered by the sanctioning authority to be recovered from his emoluments either in a lump sum or in such number of monthly instalments as may be determined by the State Government.(5)A subscriber who has been permitted under Clause (a), (d) or Clause (f) of sub-clause (1) to withdraw money from the amount standing to his credit in the fund, shall not part with the possession of the house so built or acquired or house site so purchased by way of sale, mortgage other than mortgage to the Government or gift without the previous permission of the State Government. He/She shall also not part with the possession of such house or house-site by way of exchange or lease for a term exceeding three years without the previous permission of the sanctioning authority. The subscriber shall submit a declaration not later than the 31st day of December of every year to the effect that the

house or, as the case may be, the house-site continue to be in his possession and if so required produce before the sanctioning authority in that behalf the original sale deed and other documents on which his/her title to the property is based. If at any time before retirement, he parts with the possession of the house or house-site without obtaining the previous permission of the sanctioning authority, as the case may be, the sum withdrawn by him shall forthwith be repaid in one lump sum by the subscriber to the fund and in default of such repayment, it shall be ordered by the sanctioning authority to be recovered from his/her emoluments either in lump sum or in such number of monthly instalments as may be determined by the sanctioning authority.

## **16. Transfer of employee.**

- When a subscriber leaves the service of College for that of another College in the State his/her accounts shall be transferred to the College to which the employee has been employed. In case a subscriber joins the service of Government, he/she shall be allowed to receive all deposits to his/her credit including the contributions of the College authority with interest to the date on which he/she joins Government service.

## **17. Dismissal etc. of employee.**

(a) If the services of a subscriber are dispensed with for no fault of his own or if he/she resigned on account of disablement or illness or for other reasons which seem adequate to the State Government or the Controlling Officer, he/she shall receive all deposits to the College authority with interest to the date on which his/her service terminates. (b) If a subscriber is dismissed, or removed, or called upon to resign on account of fault or resign without due notice or before he/she has put in five year's service altogether in a College recognised by the Educational Department or Government, the Authority may, with the sanction of the State Government or the Controlling Officer, without all or any part of the contributions to his/her account made by them or by other College authorised under whom he/she has been employed with the interest accrued thereon, and pay to him only the balance at his/her credit without such contribution and interest. (c) In such event the amount of the contribution and interest withheld shall be paid into the College Fund or, if more than one employer had contributed, then it shall be distributed among the College Funds by the authorities concerned such parts as may be decided on in each case by the State Government or the Controlling Officer.

## **18. Closure of accounts.**

(a) On a subscriber leaving the service, his accounts shall be closed and unless the amount at his/her credit be withdrawn with a certain period, viz. one year if the balance is rupees ten or less, three years if the balance is over ten, it shall be written off and it shall be treated as a dead account and the said amount shall be paid into the College Fund. (b) Subject to restrictions in sub-clause (a), related claims may be considered and paid from the College Fund with the sanction of the State Government or the Controlling Officer. The fact that the account has been closed shall not operate as a bar to the interest allowed under the Post Office Saving Bank or a Scheduled Bank Account. Appendix A Form of statement to accompany deposits in the Savings Bank on a Scheduled Bank [See Clause 7 (a)(ii)] Name of College/School ..... Month of

Account No.	Name and substantive pay of subscriber	Amount of subscription	Amount of College contribution	Amount of total advance refunded	Remarks (Balance of advances may be noted, in this column)
(1)	(2)	(3)	(4)	(5)	(6)

Total

Appendix B Form of Declaration [See Clause 10(a)] The Mizoram Aided College Provident Fund Subscriber No..... (For..... subscriber) I accept the rules framed for the above Provident Fund and I agree to abide by the rules. In the event of any death occurring while my account in the Fund is open, it is my desire that the amount due to me from the Fund at the time of my death shall be distributed among the persons mentioned below in the manner shown against their names, the amount due to any nominee who is a minor at the time of my death being paid to the person whose name appears in column 3.

Name and address of nominee or nominees*	Relationship with the subscriber	Whether major or minor; state date of birth	Amount of share of deposit	Name and address of persons to whom payment is to be made on behalf of minor
1	2	3	4	5

\*Here state whether married or unmarried. Signature..... Station..... Name of Institution..... Witnesses : (1)..... (2)..... Appendix C Name of Post Office/Bank/office authorised by the Government [See Clause 2 (h)]

**1. State Bank of India, Aizwal, Mizoram, and its branches within Mizoram.**

**2. United Commercial Bank, Aizwal, Mizoram and its branches within Mizoram.**

**3. Vijaya Bank, Aizwal and its branches within Mizoram.**

**4. Mizoram Co-operative Apex Bank, Aizwal, Mizoram and its branches within Mizoram.**

**5. Main Post Office, Treasury Square, Aizwal.**



**6. Regional Provident Fund Commissioner, Shillong.**

**7. Mizoram Urban Co-operative Bank Ltd., and its branches within Mizoram.**