



# The Mizoram Gazette

EXTRA ORDINARY

Published by Authority

Vol. XIX Aizawl Thursday, 18.1.1990 Pausa 28, S.E., 1911 Issue No. 5 (F)

## NOTIFICATION

No. G. 19081/1/81-EDN, the 18th January, 1990. Whereas the Governor of Mizoram is interested to grant certain pecuniary benefits to the Government Aided School Employees such as Death-cum-Retirement Gratuity etc., and as such it deem necessary to have a Proper Rules relating to it. Now, therefore the Governor of Mizoram is pleased to take the following Rules governing the grant of Death-cum-Retirement Gratuity to the employees under the Government Aided Schools in Mizoram namely :--

Short title and commencement 1. (1) These Rules may be called the "Mizoram Aided Schools Employees" (Death-cum-Retirement Gratuity) Rules, 1990"

(2) They shall be deemed to have come into force from the date of publication in official Gazette.

Definitions 2. In these Rules, unless the context otherwise requires :—

(a) "Aided School" means a recognised private School which receive grants-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 School 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 area or in relation to such class of educational institution as may be specified in the notification;

(d) "Director" means the Director of School 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, 1972;
- (f) "Employees" means a teaching and non-teaching staff being employed in a recognised school receiving grants-in-aid under the deficit Scheme.
- (g) "Family" means and will include the following relatives of the employees:—
  - i) wife in the case of male employee;
  - ii) husband in the case of female employee;
  - iii) minor sons including step sons and legally adopted sons;
  - iv) minor daughters including step daughters and legally adopted daughters;
  - v) minor brothers below the age of 18 years including step brothers;
  - vi) father including adoptive father in the case of individual;
  - vii) mother including adoptive mother in the case of individual whose personal law permits adoption.
  - viii) un-married sisters and widowed sisters including un-married step sisters and widowed 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) "Qualifying Service" means rendered Service while on duty or otherwise which shall be taken into account for the purpose of gratuities as admissible;
- (j) "Service" means service under the aided institution;
- (k) "Temporary employee" means an employee not yet confirmed in his service by the Management;
- (l) "Permanent employee" means an employee confirmed in his service after completion of two years qualifying service;

Commence-  
ment of quali-  
fying service.

3. 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 substantively or in an officiating or temporary capacity in the service;

Provided that officiating or temporary service is 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.

**Emoluments—4.  
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 an officiating or temporary capacity, the benefit of emoluments drawn in such higher appointment shall be given only if it is certified that the employees 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 extra-ordinary leave or had been under suspension, and the period thereof does not count as service, the emoluments which he/she draw immediately before proceeding on such leave or being placed under suspension shall be the emoluments for the purpose of these Rules.
  - (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. (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, condon for the purposes of sub-rule (1) of deficiency not exceeding three months in the entire length of service of an employee.
6. (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 16 1/2 times of the emoluments or Rs. 50,000/- or whichever is less;
- (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 or 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 rule 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 the 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 herein after 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 death.
- (4) The emoluments for the purpose of gratuity admissible under these Rules shall be subject to a maximum of two thousand five hundred rupees per month, 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, at the discretion of the competent authority be treated as emoluments.

7. No gratuity shall be admissible to an employee who—
  - (a) is a temporary employee :
  - (b) is dismissed from service :
  - (c) is removed or called upon to resign on account of misconduct or inefficiency :
  - (d) resigns his/her service of his/her own volition.
  
8. It is permissible to make recovery of Government/Aided Institutions 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. (1) An employee who is eligible for gratuity under these Rules shall submit an application in quadruplicate to the Director of School 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 application in Form—2.
  
10. (1) (a) The gratuity payable under rule 5 shall be paid to the persons on whom the right to receive the gratuity is conferred 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-clause (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 members of the family as in sub-clause (i) above, but there are one or more members as in sub-clauses (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.

Persons to whom gratuity is payable

- (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 remarries 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 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 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 a surety Bond in Form-3 and an Indemnity Bond in Form-4 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 certificate of guardianship.
- (c) It is essential, however, that there should be adequate prima facie ground for making payment as in clause (b) above, to the person claiming it. Such ground can exist only if he has shown by a sworn declaration to be a defacto guardian and his bonafide have been ascertained. Even if a guardian has not yet been appointed by the Court, if the minor and his property are in the custody of some persons, such person may be treated as a defacto guardian. The authorities 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 incharge 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 defacto guardian of a minor or minors 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.

- Loss of death-cum-retirement gratuity
11. (1) Where an employee dies while in service or after retirement without receiving the amount of gratuity and without making nomination or making the nomination but the nomination made so does not subsist, the amount of death-cum-retirement gratuity payable in respect of such employees under rule 5 shall stand lapsed.
- (2) Where 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 dishursed equally among the remaining members of the family.
- Report of the Examiner of Local Accounts
12. The Gratuity under rule 5 shall be paid only after report has been obtained from the Examiner of Local Accounts. That the amount of the gratuity to be paid to such employee is admissible to him.
- Sanctioning authority
13. The death-cum-retirement gratuity or such other claims under this scheme, shall be sanctioned by the Director of School 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.
- Nomination
14. (1) An employee shall on his/her initial confirmation or on completion of five years service under the Aided school, shall make a nomination in 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 -
- i) The employee has a family the nomination shall not be in favour of any person or persons other than members of his/her family, or families;
- ii) 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 an employee nominates more than one person under sub-rule (1) above, he/she shall specify in the nomination the amount of share payable to each of the nominee in such manner as to cover the entire amount of gratuity.
- (3) An employee may provide in the nomination -
- i) 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 family it is open to the employee to nominate alternate nominees in favour of any person or a body of individuals, whether incorporated or not;

- (ii) that the nomination shall become invalid in the event of the happening of the contingency provided therein the nomination.
- (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 proviso to clause (i) of sub-rule (3) above, where he has only one member in his/her family shall become invalid in the event of the employee subsequently acquiring the family, or an additional member in his/her family, as the case may be.
- (5) An employee 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 reason of which the nomination becomes invalid in pursuance of clause (ii) or sub-rule (3), the employee shall send to the authority concerned a notice in writing, cancelling the nomination together with fresh nomination made in accordance with these provision
- (7) Every nomination made, an every notice of cancellation given, by an employee shall to the extent that it is valid, 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

---

\* Family for this purpose means family as defined in clause (g) Definitions of Rule 2.

15. Preparation of list of employees due for Gratuity Retirement :

- (1) Every Headmaster/Head of office shall have a list prepared every six months, that is, on the 1st January and 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 Headmaster/Head of office shall promptly inform the Director, as soon as the fact of such retirement becomes known to him.

Preparation  
of Gratuity  
papers

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

Stages for the  
completion of  
Gratuity papers

17. (1) The Headmaster/Head of office shall divide the period of preparatory work of two years referred to in Rules 15 in the following three stages :

(a) First stage - VERIFICATION OF SERVICE

- (i) The Headmaster/Head of office shall go through the service book of the employee and satisfy himself as to whether the certificates of verification for the entire service are recorded therein ;
- (ii) Inspect of the unverified portion or portions of service, he shall arrange to verify the portion or portions of such service, as the case may be with reference to pay bills, acquittance rolls or other relevant records and record necessary certificates in the service books ;
- (iii) If any persion of service rendered by an employee is not capable of being verified in the manner specified in sub-clouse (i) or sub-clouse (ii) the employee shall be asked to file a written statement on plain paper stating 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 evidence and furnish all information which is in his power to produce or furnish.
- (iv) The Headmaster/Head of office shall after taking into consideration the facts in the written statement, 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 Headmaster/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 Headmaster/Head of office shall verify from the service book the correctness of the 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 Headmaster/Head of office may verify the correctness of emoluments for the period of twenty four months only proceeding the date of retirement of an employee and not for any period prior to that date.

Obtaining of claims for Death-cum-Retirement Gratuity

18. (1) Where the Headmaster/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 Headmaster/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 had not made any nomination or the nomination made does not subsist, the person or persons to whom the gratuity may be payable.
- (b) The Headmaster/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.

Determination of the amount of gratuity

19. 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

where service records are in complete

on the subject, and it was not possible for the Headmaster/Head of office to accepted the unverified portion of Service as verified on the basis of entries in the service book, the Headmaster/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. ,

- (i) If the deceased employee had, on the date of his death rendered more than five years of qualifying service but less than twenty four years of qualifying service, and the spell of last five years service has been verified and accepted by the Headmaster/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 a clause (b) of Sub-Rule (3) of Rule 6 ;
- (ii) If the deceased employee had rendered more than twenty four years of service and the entire service is not capable of being verified and accepted, but the service for the last five years has been verified and accepted under sub-clause (i), 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 Headmaster/Head of Office on the acceptance and verification of the entire spell of service which shall be done by the Headmaster/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 authorised to the beneficiaries.

Constitution and Custody of the Fund

20. (1) There shall be formed a fund to be called the "Mizoram Aided School Employees' Death -cum-Retirement Gratuity Fund" to which shall consist of :-
  - (i) Contributions by the State Government.
  - (ii) Any contribution by the Government of India.
  - (iii) Such other sums as the State Government may transfer from the unspent balance of the budget provisions of any year.
  - (iv) 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 grants-in-aid and the maintenance grants, as the case may be.

- (2) The Mizoram Aided School 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 moneys lying in excess of the actual requirements may be invested in Government approved securities 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 or Local Accounts of the State Government for decision.

**Power to relax**

21. 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.

Dengchhuana,  
Joint Secretary to the Govt. of Mizoram,  
Education & Human Resources Department.

## FORM - 1

( APPLICATION FOR GRATUITY )  
( See Rule 9 (1) )

1. Name of applicant :
2. Father's Name (and husband's name in case of a 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 and amount of Government/Aided School dues, if any.

Date.....

Place.....

\_\_\_\_\_  
Signature of the applicantREMARKS OF THE SANCTIONING AUTHORITY  
\_\_\_\_\_

SIGNATURE

REPORT OF THE EXAMINER OF 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  
Pi/Pu \_\_\_\_\_ (late) \_\_\_\_\_ of \_\_\_\_\_  
(name of the Aided Education Institution.

- 1. Name of the applicant :
- 2. Relationship of 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. Attested by :  
(1) \_\_\_\_\_  
(2) \_\_\_\_\_

8. Witness :

	Name	Address	Signature
1)			
2)			

Date \_\_\_\_\_

Place \_\_\_\_\_

\_\_\_\_\_  
Signature of the applicant

REMARKS OF THE DEPARTMENT

(SIGNATURE)

REPORT OF THE EXAMINER OF LOCAL ACCOUNTS

Examiner of Local Accounts  
Mizoram.

## SURETY BOND

Form-3

( See Rule 10 (4) )

Know all men by these presents that I Pi/Pu.....the widow/son/brother etc. of ..... deceased resident of ..... (hereinafter called "the obligor") and Pi/Pu.....son/daughter/wife of surety for and on behalf of the obligor hereinafter called "the surety") am held and firmly bound to the Governor of Mizoram (hereinafter called the Government) in the sum of Rs ..... (Rupees .....) only well and truly to be paid to the Government on demand and without a demur for which payment we bind ourselves, and our respective heirs, executors, administrators, legal representative, successors and assigns by these presents.

WHEREAS Pi/Pu ..... 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 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 CONDITION OF THIS BOND are such if after 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 cost incurred in consequence of the claim thereto. Then the above written bond or obligation shall be avoided 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 impaired 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 relation 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 and 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 set and subscribed their respective hands hereunto on the day, year written below.

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. \_\_\_\_\_

2. \_\_\_\_\_

Signature of Surety

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)

\_\_\_\_\_  
Signature of witness                      Name and designation of the Officer accepting the Bond.

FORM-4

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 Pi/Pu \_\_\_\_\_ residing at \_\_\_\_\_ ( hereinafter called the 'obligor' which expression shall include his/her heirs, executors, administrators, a legal representatives ) and I/We \_\_\_\_\_ resident of \_\_\_\_\_ surety/sureties on behalf sureties, which expression shall include the heirs, executors, administrator 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.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_ WHEREAS THE AFORESAID Pi/Pu \_\_\_\_\_ at the time of his/her death in the employment of \_\_\_\_\_ (Aided Institution and he/his/her family was/is entitled to Death-cum-Retirement Gratuity of Rs. \_\_\_\_\_ from the Government/Director and WHEREAS the said Pi/Pu \_\_\_\_\_ died on the \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_ and there was/is due to his/her/legal heirs the sum of Rs. \_\_\_\_\_ ( Rupees \_\_\_\_\_) for Death-cum-Retirement Gratuity in respect of his/her said employment.

AND WHEREAS the above bounded obligor \_\_\_\_\_ claims to be entitled to the said sum as heir of her/his husband/wife/father the said Pi/Pu \_\_\_\_\_ but has not obtained letter of administration or a



secession certificate to the property and effect of the said Pi/Pu \_\_\_\_\_

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 letters of administration of a succession certificate to the property and effect of the said Pi/Pu \_\_\_\_\_

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 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 any claims thereto. THEN the above written bond at obligation shall be void but otherwise the said bond shall remain in full force effect and virtue.

IN WITNESS WHEREOF the parties hereto have hereinto 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 claimant  
Designation.

CERTIFIED THAT Pi/Pu \_\_\_\_\_ is a permanent employee and he/she shall not attain the age of superannuation with \_\_\_\_\_ 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 witness :  
Signature of the accepting officer of the bond

Note : The obligor as well as sureties have attained majority so that the bond... of a succession certificate to

FORM-5

NOMINATION FOR DEATH-CUM-RETIREMENT GRATUITY

(Where the employee has no family and wishes to nominate one person or more than one person) (See Rule 14(1))

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 retirement :

Table with 6 columns: Name and address of nominee (s), Relation-ship with the employee, Age, Amount of share of gratuity pay able to each\*, Name, address relationship and age of persons, person if any, to whom the right conferred on the nominee predeceasing the employee or the nominee dying after the death of the employee but before receiving the payment of gratuity, Amount of share of gra-tuity pay-able to each.\*\*

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 the office Date Designation

FORM 9

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 does not exist.

TO,

.....  
.....  
.....

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 member of the family of late Pi/Pu..... (designation), in the office/Department of in equal share :

- (i) Wife/husband
  - (ii) Sons
  - (iii) Unmarried daughters
- | including step children and legally adopted children.

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 add legally adopted daughters.
- (ii) Father | including adoptive parents in case of individuals whose
- (iii) Mother | parsonal law permits adoption.
- (iv) Brother below the age of eighteen years and unmarried widowed sisters including step brothers and sisters.
- (v) married daughters, and
- (vi) children of a predeceased son.

3. It is requested that a claim sor the payment of gratuity may be submitted in the enclosed Form 12 as soon as possible.

Yours faithfully,

Head of Office.

## F O R M—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)

## P A R T —I

1. Name of the deceased employee :
2. Father's name (and also husband's name in 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 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 claimants in the appropriate form for Death-cum-Retirement Gratuity :
  - (b) assess 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—
- Interruption in service condoned :
  - Extraordinary leave not qualifying for gratuity.
  - Period of suspension treated as non-qualifying :
  - 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 :

Place.....

Dated the .....

Signature of  
Head of Office

## P A R T - II

### Section - I

#### AMOUNT ENFORCEMENT :

- Total period of qualifying service which has been accepted for Death-cum-Retirement Gratuity :
- Net amount of gratuity after adjusting Government/Office dues :
- Head of Account to which Death-cum-Retirement Gratuity is chargeable :

### SECTION - II

- Name of the deceased employee :
- 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 Officer

**FORM-6**

(See Rules 14 (8)  
(Details of Family)

Name of employee :  
 Designation :  
 Date of birth :  
 Details 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.

I hereby undertake to keep the above particulars up-to-date by notifying to the Head of Office any addition or alteration.

Place .....

Signature of Employee

Dated the .....

\*Family for this purpose means family as defined in clause (g) of Rule 2.

### APPENDIX

#### Name of Scheduled Banks (See Rule 20(2))

1. State Bank of India, Aizawl, Mizoram.
2. United Commercial Bank, Aizawl, Mizoram.
3. Vijaya Bank, Aizawl, Mizoram.
4. Mizoram Cooperative Apex Bank, Aizawl, Mizoram.