





## Memorandum of Understanding

This Memorandum of Understanding is made on 18.02.23 at New Delhi.

### **Between**

**Central Sanskrit University**, represented by its duly authorised signatory **Prof. Ranjit Kumar Barman, Registrar (I/c)**(hereinafter, referred to as **Central Sanskrit University**), which expressions shall unless repugnant to the subject and context shall mean and include its successors and assigns) an autonomous body under Ministry of Education, Govt. of India having its headquarter at 56-57, Institutional Area, Janakpuri, New Delhi 110058.

### **And**

State bank of India, constituted under State Bank of India Act-1955, and having its Corporate Centre at Madame Cama Road, Mumbai-400 021 and one of its Administrative Office at 6<sup>th</sup> Floor, NDMB Building, 11 Parliament Street, New Delhi(hereafter referred to as the "SBI" which expression shall unless repugnant the context there of mean and include its successors and assigns), through its duly authorised signatory **Sh. Onkar Nath Choudhary, Deputy General Manager (B&O), Administrative Office II, New Delhi.**

### **WHEREAS**

**Central Sanskrit University** represented by the **Vice Chancellor of University** is to make arrangement for disbursement of pension to its retired employees situated all over India and desires that State Bank of India, undertakes disbursement of pension to its pensioners all over India, in accordance with the terms and conditions mentioned below.

SBI in consideration of the request/ premise by the appropriate authority of **Central Sanskrit University** has agreed to make the disbursement of pension to the retired/ to be retired employees of **Central Sanskrit University** under the scheme subject to the terms and conditions mentioned hereunder.

### **A) Definition and Role of Base Branch (PENSION PAYING BRANCH), Link Branch (NODAL BRANCH) & Centralised Pension Processing Centre (CPPC):**

#### **i Base Branches:**

Base branches are the branches of SBI situated anywhere in India, where the existing/prospective pensioners of **Central Sanskrit University** opened/open and maintain pension account singly or jointly with the spouse and where the pension amount is credited every month through core banking system by the Pension Paying office i.e. **SBI, CPPC, ChandniChowk, Delhi.**

#### **ii Link Branch:**

Link Branch is the branch which acts as the intermediary between the pensioners, Centralised Pension Processing Centre and base branch. As agreed between the parties, **SBI, Delhi Cantt Branch, New Delhi** has been designated as the Link branch during the tenure of the agreement. This arrangement may be altered on mutual agreement in writing.

*R.K. Barman*

**Prof. Ranjit Kumar Barman**  
Registrar (I/c)  
**Central Sanskrit University**  
56-57, Institutional Area,  
Janakpuri, New Delhi - 110058

*Onkar Nath Choudhary*  
उप महाप्रबधक/Dy Gen Manager  
भारतीय स्टेट बैंक/State Bank of India  
दिल्ली प्रशासनिक कार्यालय-2, नई दिल्ली  
New Delhi

**iii Centralised Pension Processing Centre:**

Centralised Pension Processing Centre is the branch which undertakes the job of pension payments. It will calculate pension, maintain the PPOs, calculates income tax and deducts tax at source etc. As agreed between the parties, **Centralised Pension Processing Centre, ChandniChowk(hereinafter referred to as CPP Centre)** will be the paying branch for the pension payments of **Central Sanskrit University** pensioners.

**iv Existing Pensioners:**

Existing pensioners are the retired employees of **Central Sanskrit University**, who are already drawing pension from the Branches of State Bank of India.

**v Prospective Pensioners:**

Prospective pensioners are the prospective retirees/ employees of **Central Sanskrit University**, who wish to opt for availing pension from Branches of SBI.

**B) Role of Base Branch:**

1. It shall oversee and ensure that pension payment is credited every month into the account of the pensioners of **Central Sanskrit University**. It undertakes to obtain the yearly certificates like life certificate, Re-marriage certificate and un-employment certificate in the month of November every year and send them to Link Branch well in time, so as to facilitate the Centralised Pension Processing Centre (CPP Centre) for the payment of pension.
2. The Base Branches, having the PPOs in their custody, shall forward the same immediately to the Link Branch for onward submission to the Centralised Pension Processing Centre.
3. It shall obtain the letter of undertaking in the prescribed format from the existing as well as prospective pensioners and forward the same to the Centralised Pension Processing Centre for safe custody.
4. The Base Branches henceforth shall not raise any debit to link branch through Inter Bank Transaction Service (IBTS), on account of pension payment of **Central Sanskrit University** pensioners.
5. The Base branches shall also entertain and forward all the complaints/requests of the pensioners to the Link Branch for their redressal.
6. All the branches of State Bank of India (Pan India) shall do the job of punching the details of Life Certificate, etc. in the pension software to enable the payment of pension by pension paying branch uninterruptedly.
7. May open the accounts of Pensioners/ Prospective pensioners of **Central Sanskrit University** in consonance of KYC guidelines and any other guidelines/ law in force.


*R.K. Barman*

**Prof. Ranjit Kumar Barman**

Registrar (I/c)

**Central Sanskrit University**

56-57, Institutional Area,  
Janakpuri, New Delhi - 110058

  
उप महाप्रबन्धक/Dy Gen Manager  
भारतीय स्टेट बैंक/State Bank of India  
दिल्ली प्रशासनिक कार्यालय-2, नई दिल्ली  
Delhi Administrative Office-2, New Delhi



**C) Role of Link Branch:**

1. Shall receive all Pension Payment Orders (PPOs) from **Central Sanskrit University**.
2. Shall receive all directions, communications from **Central Sanskrit University** and forward the same to Centralised Pension Processing Centre and base branches.
3. Shall receive all the life certificates, non-marriage/Re-marriage certificates, un-employment certificates from the base branches in connection with the pensioners and forward the same to Centralised Pension Processing Centre and shall also punch annually the details of life certificates of pensioners in pension software.
4. Shall receive and resolve all the complaints of pensioners received from various base branches.
5. Shall in case of dispute, between **Central Sanskrit University** and SBI shall refer the dispute to the Committee as described in Para I of MOU.
6. Shall arrange for the receipt of existing pension payment orders laying with base branch and forward the same to the Centralised Pension Processing Centre.
7. Shall submit a monthly as well as detailed transaction statement of accounts which shall include pension payment made, charges recovered, recovery made etc in the format as mutually agreed to every month to **Central Sanskrit University**.
8. Shall prepare and maintain such records relating to its activities and obligations in the agreement in such a manner as is usual in the course of normal banking business and or as may be agreed between **Central Sanskrit University** and SBI.
9. Shall recover costs/charges/taxes etc. every month after pension payment as mentioned elsewhere in the agreement from **Savings Bank account no.41678527190 (Central Sanskrit University)** with Delhi Cantt Branch of SBI.

**D) Role of Centralised Pension Processing Centre:**

1. Shall prepare the pension payment and credit the individual accounts of the pensioners through Core Banking System every month by debiting **Central Sanskrit University A/C no.- 41678527190** maintained for the purpose at the Link Branch.
2. Shall submit the list of all payments scroll relating to pension payment at monthly intervals to **Central Sanskrit University** through the link branch.
3. Shall provide the list of charges to be recovered on account of pension payments made every month including service charges to the link branch for ultimate recovery.
4. Shall recover TDS at the applicable rate from the eligible pensioners. However, the primary responsibility of correctly deducting TDS and issuing Form No. 16A will be that of the base branch.
5. Shall keep all the PPOs in proper custody of the authorized officers.

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Registrar (I/c)  
**Central Sanskrit University**  
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*Om*  
उप महाप्रबन्धक/Dy Gen Manager  
भारतीय स्टेट बैंक/State Bank of India  
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Delhi Administrative Office-2, New Delhi

**E) Duties and obligations of Central Sanskrit University**

1. Shall ensure that **Central Sanskrit University A/C41678527190**, for the purpose with the Link Branch, have sufficient amount by the 20<sup>th</sup> of every calendar month and such funding shall precede payment of pension.
2. Shall provide the specimen signatures of its officers authorised to sign the PPOs and issue circular instructions etc. to the link branch every time there is a change in the incumbency.
3. Shall forward the copies of the PPOs to the link branch i.e. SBI, Delhi Cantt Branch.
4. Pensioners will be advised by the **Central Sanskrit University** to open an account with any branch of SBI in Delhi or elsewhere in India and advise the account number to the link branch.
5. It is obligatory on the part of **Central Sanskrit University** to provide the correct details of base branch and the correct account number of the prospective pensioners to the link branch.
6. On receipt of the list of certified copy of the pension payment scroll during a month from the link branch the SBI, Delhi Cantt Branch shall scrutinize for any discrepancies and advise the link branch accordingly within seven days of receipt of the same failing which it shall be construed that the payments are in order and no claim shall be entertained by SBI in this regard.
7. In case of loss or non-availability of original PPOs of existing pensioners, the **Central Sanskrit University** agrees to provide the duplicate PPOs.
8. From time to time, **Central Sanskrit University** will arrange for the issuance of instructions/directions to the link branch with regard to change in DA, Commutation, reduction, increases in the pension payments.
9. For the Pension purpose only (with an exception that there may be some pensioners who have account in banks other than SBI, for them), the pension via RTGS/NEFT will have to be processed and remitted to those Accounts by SBI only.
10. **Central Sanskrit University** agrees to pre-fund the **A/C41678527190** Pension fund account of **Central Sanskrit University Account** normally, but in case they could not do so, they will request the SBI for creation of overdraft.
11. **Central Sanskrit University** shall ensure to keep the deposit of Rs. 3.00 crore in term of Fixed Deposit Receipts (FDR) during the subsistence of the agreement irrespective of any adjustment towards overdrafts in the said account.
12. In case any amount is required to be adjusted from the proceeds of the FDR in full/part and the shortfall is caused in Rs. 3.00 crore, **Central Sanskrit University** undertakes to replenish the same shortfall immediately.
13. Interest at the prevalent rate will be provided on the Fixed Deposit Receipt of Rs. 3.00 crore by the Bank.


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उप महाप्रबंधक/Dy Gen Manager  
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14. **Central Sanskrit University** shall keep the SBI indemnified against all loss, damages claims that may be caused/ made against SBI on account of payment of pension or deferment of payment of pension by the existing/ prospective pensioners.

15. **Vice Chancellor, Central Sanskrit University** undertakes to authorize SBI to recover the amount of remuneration described in para F from its **account no.41678527190**.

**F) Remuneration:**

SBI shall recover Rs. 75/- per transaction plus GST as applicable for the services rendered to the **Central Sanskrit University** during the currency of the agreement at par with the charges being paid by Reserve Bank of India (RBI) for monthly pension payment of State/ Central Government pension. If the charges are revised by the RBI for the pension payment of State/Central Government pension payments in future, then the revised applicable rate will be charged.

**G) Interpretation:**

In connection with the operation of this agreement the **State Bank of India** and the **Central Sanskrit University** may from time to time agree on such provisions interpretative of or in addition to the provisions of this agreement as may in their joint opinion be inconsistent with the general tenor of this agreement and may do so in writing. Any such understanding in writing signed by both parties shall be annexed hereto provided that no such interpretation or additional provisions shall contravene any applicable law or regulations of the land.

**H) Period of Validity:**

This agreement shall be initially valid for three years from the date of signing the agreement and to be renewed subsequently by mutual consent of both the parties. This agreement can be terminated by either party by giving 60 days' notice to each other.

In case of termination of this agreement for any reason whatsoever, all the electronic data pertaining to the pension of the employees of **Central Sanskrit University** shall be transferred to **Central Sanskrit University**, within 15 days. The data then required to be transferred by SBI to **Central Sanskrit University** shall include the complete Base data and transaction data.

**I) Dispute:**

In case of any dispute between the parties the same shall be settled by mutual negotiation and for this purpose both parties agree to refer the matter to the committee set up for the purpose which comprises of the members of the **Central Sanskrit University** and SBI as below.

**The members of Central Sanskrit University & the Members of SBI**

<b>1.Registrar</b> Central Sanskrit University 56-57, Institutional Area, JanakPuri, New Delhi – 110 058.	1. AGM/CM State Bank of India CPPC, Delhi
<b>2. Finance Officer</b> Central Sanskrit University 56-57, Institutional Area, JanakPuri, New Delhi – 110 058.	2. CM SBD RBO 3 AO 2, Delhi

*R.K. Barman.*

**Prof. Ranjit Kumar Barman**  
Registrar (I/c)  
**Central Sanskrit University**  
56-57, Institutional Area,  
Janakpuri, New Delhi - 110058

*Ommy*  
उप महाप्रबंधक/Dy Gen Manager  
भारतीय स्टेट बैंक/State Bank of India  
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Delhi Administrative Office-2, New Delhi

**J) Notice/Intimation:**

Any notice/intimation given hereunder shall be in writing and may be served by registered post courier or other electronic transmission to the parties at the address herein below:

1. In case of **Central Sanskrit University to Registrar, Central Sanskrit University, JanakPuri, New Delhi & Finance Officer, Central Sanskrit University, JanakPuri, New Delhi.**
2. In case of SBI to CPPC, Chandni Chowk, Delhi & SBI Delhi Cantt Branch (00733), New Delhi

**K) Arbitration clause:**




It is agreed between the parties hereto that any dispute arising with regard to functioning/ execution of this MOU shall be referred to the committee described as para I of the MOU. In case amicable settlement could not be reached the same shall be referred to the sole arbitrator who shall be appointed by the parties by mutual consent. The cost of arbitration shall be borne by the parties jointly and the seat of arbitration shall be Delhi. The same arbitration shall be governed by the provisions of Arbitration and conciliation Act, 1996 as amended by Amendment Act, 2015.

**L) Relationship between the Parties:**

The parties agree to work on Principal to Principal and there does not exist any relationship of agency or partnership amongst the parties.

It is hereby agreed between the parties here to that the modalities procedure systems or any other aspect relating to such matter shall be in accordance with the normal practice and may be formalized by exchange of letters.

In witness each of the parties here to have signed this agreement at New Delhi on this 18<sup>th</sup> day of February 2023.

	<b>On behalf of Central Sanskrit University</b>	<b>On behalf of SBI</b>
<b>Signature</b>	R. K. Barman. 18.02.2023	
<b>Name</b>	Prof. Ranjit Kumar Barman Registrar I/c	Sh. Onkar Nath Choudhary DGM (B&O), AO 2
<b>Address</b>	Central Sanskrit University, 56-57, Institutional Area, JanakPuri, New Delhi – 110 058.	SBI, Administrative office – II, 6 <sup>th</sup> Floor, NDMB Building, 11 Parliament Street, New Delhi
<b>Witness</b>		
<b>Signature</b>	 18/02/23	
<b>Name</b>	Prof. Pawan Kumar Finance Officer I/c	Sh. Rajinder Kumar Dhingra Regional Manager
<b>Address</b>	Central Sanskrit University, 56-57, Institutional Area, JanakPuri, New Delhi – 110 058.	SBI, RBO 3, AO 2, Zonal Office Building, D Block, 11 Parliament Street, New Delhi