

**EMPLOYEES PROVIDENT FUND RULES APPLICABLE TO
EMPLOYEES OF REFINERIES DIVISION, PIPELINES
DIVISION AND R&D CENTRE**

EMPLOYEES PROVIDENT FUND

SHORT TITLE, EXTENT AND APPLICATION

1. The name of the Fund shall be Indian Oil Corporation Limited (Refineries Division) Employees Provident Fund.
- 2 (a) These rules shall apply uniformly to all the Units and Branches of the Refineries Division of Indian Oil Corporation Limited.

(b) These rules may be made applicable to the employees of other Divisions of Indian Oil Corporation Limited and/or institutions administered by the Refineries Division of Indian Oil Corporation Limited, if the Management so desires and the Board of Trustee approve.
- 3 (a) The Fund shall be deemed to have been established on and from pursuant to a Resolution of the Board of Directors of erstwhile Indian Refineries Limited, passed at the meeting held on 27.10.1959, in exercise of authority conferred upon them by Article 117(20) of the Article of Association of the erstwhile Indian Refineries Limited.

(b) These Rules shall be deemed to have come into force with effect from 1st August, 1964.

DEFINITIONS

4. In these rules unless the context otherwise requires :
 - (a) "Act" means the Employee's Provident Fund Act, 1952 and "Scheme" means the Employee's Provident Scheme, 1952.
 - (b) "Board" means the Board of Trustees constituted under these rules.
 - (c) "Corporation" means the Indian Oil Corporation Limited(Refineries Division).
 - (d) "Children" means legitimate children and includes adopted children, if the Board is satisfied that, under the personal law of the member, adoption of a child is legally recognised.
 - (e) "Continuous Service" means uninterrupted service but includes service which is interrupted by sickness, accident, authorised leave, strike which is not illegal, or cessation of work not due to the employee's fault. The

period of sickness or interruption due to an accident should be certified by a competent authority under the Medical Benefit Rules of the Corporation.

(f) "Employee" means any person who is employed for wages in any kind of work, manual or otherwise, in or in connection with work of the Corporation and excludes any person employed by or through a contractor.

(g) "Excluded Employees" means

i. An employee who having been a member of the Fund, withdrew the full amount of his accumulations in the Fund on account of retirement from service after attaining the age of superannuation or immediately before migration from India for permanent settlement abroad.

ii. An Apprentice

Explanation: An Apprentice means a person who according to the certified Standing Orders applicable to the factory or establishment is an apprentice, or who is declared to be an Apprentice by the Authority specified in this behalf by the Appropriate Government.

(h) "Family" means:

i. In the case of a male member, the wife, children, whether married or unmarried and dependent parents and the widow and children of a deceased son of the member, provided that if a member proves that his wife has ceased, under the personal law governing him or the customary law of the community to which the spouse belong, to be entitled to maintenance, she shall no longer be deemed to be a part of the member's family for the purposes of these rules, unless the member subsequently intimates by express notice in writing to the Board that she shall continue to be so regarded; and

ii. In the case of a female member, the husband and children of the member, the dependent parents of the member or of the husband and the widow and children of a deceased son of the member; provided that if a member, by notice in writing to the Board, expresses her desire to exclude her husband from the family, the husband and his dependent parents shall no longer be deemed to be a part of the member's family for the purpose of these rules, unless the member subsequently cancels in writing any such notice.

Explanation:

In either of the above two cases, if the child of a member has been adopted by another person and if, under the personal law of the adopter,

adoption is legally recognised, such a child shall be considered as excluded from the family of the member.

- (i) "Financial Year" means the year commencing from the first day of April.
- (j) "Foreign Service" means service in respect of which an employee of the Corporation receives his pay and other emoluments, with the sanction of Corporation, from another employer.
- (k) "Fund" means the Provident Fund of the Indian Oil Corporation Limited (Refineries Division) and shall include all moneys from time to time held by or to the account of the Board of Trustees in pursuance of the provisions herein contained and shall include any investments for the time being made with such moneys.
- (l) "Managing Directors"/Directors mean the Director for the time being of the Corporation,(Refineries Division)
- (m) "Member" means a member of the Fund.
- (n) "Nominee" or "Nominees" mean any person or persons who may be appointed in writing by the member to receive the amount that may become payable from the Fund to the estate of the member in the event of the member's death before the termination of his service with the Corporation.
- (o) "Pay" means the pay or salary or wages including dearness pay receivable by a member from the Corporation while on duty or on leave with salary or wages in accordance with the terms of contract of employment but exclusive of any commission, bonus, dearness allowance (that is to say, all cash payments, by whatever name called paid to an employee on account of a rise in the cost of living) house rent allowance, overtime wages, the cash value of any food concession, any present made by the Corporation, social allowance, construction allowance, washing allowance, remuneration or profit what-so-ever derived by a member outside his fixed salary or wages where such allowance remuneration or profit is paid separately, or the entire fixed salary or wages where such allowance or remuneration is merged in the all-in-salary or wages.

Emoluments: "Emoluments" shall include Pay, Dearness Allowance, Special Allowance (including the cash value of any food concession).

- (p) "Trustee" means a member of the Board of Trustees constituted for administering the Fund.
- (q) Any expression connoting the masculine gender shall include the feminine gender also.

- (r) Words importing the singular number shall include the plural number and vice-versa.
 - (s) All other words and expressions shall have the meaning respectively assigned to them in the Employees Provident Fund Act, 1952 and the Scheme.
5. The Fund shall be constituted as a "Trust" which shall be irrevocable. No money belonging to the fund under the custody of the Board shall be recoverable by the Corporation on any pretext whatsoever, nor shall the Corporation have any lien or charge of any description on the same, save as herein provided.

EMPLOYEES ELIGIBLE TO BECOME MEMBER

- 6 (i) Every person taking up employment with the Corporation shall make a declaration in writing in the form prescribed under the Rules.
- (ii) Every employee of the Corporation, other than (a) an excluded employee, and (b) Government Servant on deputation with the Corporation shall be entitled to and required to become a member of the Fund from the date he joins the services of the Corporation on its regular rolls.
 - (iii) An excluded employee employed in or in connection with the work of the Corporation shall on ceasing to be such employee be entitled and required to become a member of the Fund from the date on which he ceases to be an excluded employee.
- 7 (i) An employee who was immediately before joining the service of the Corporation, a member of a provident fund covered by the Provisions of the Employees Provident Fund Act, 1952, Coal Mines Provident Fund Act, 1948, General Provident Fund (Central Services) Rules, 1960, Provident Fund Act 1925 or any other Provident Fund shall be entitled and required to become a member of the Fund from the date of his joining the service of the Corporation provided:
- a. The member desires and the rules of such Provident Fund permit such transfer of his accumulations ;
 - b. The employee submits an application immediately on joining the service of the Corporation for getting his past accumulations transferred to the Fund;
 - c. The accumulations are actually transferred for credit to his account subsequently.

For this purpose the employee shall be required to give a declaration in writing whether or not he was a member of any of the aforesaid funds immediately before joining the Corporation.

(ii) A Government employee on deputation with the Corporation subsequently being absorbed in the Corporation under the Government of India Scheme for absorption of deputationists shall be entitled and required to become a member of the Fund from the date of his permanent absorption in the Corporation irrespective of the transfer of his accumulations in the Central Provident Fund (Central Service) Rules, 1960 or any other Provident Fund.

8. If a member is transferred to Foreign Service or sent on deputation out of India, he shall remain member subject to the rules of the Fund, in the same manner as if he was not so transferred or sent on deputation.

RETENTION OF MEMBERSHIP

9. A member of the Fund shall continue to be a member until he withdraws the amount standing to his credit in the fund.

Explanation(I): In the case of claim for withdrawal by a member under Rule 36(B) the membership of the Fund, shall be deemed to have been terminated from the date the payment is authorised to him irrespective of the date of claim.

Explanation(II): If any question arises whether an employee is required to become or continue as a member of the Fund or as regards the date from which he is so required to become member, the decision of Regional Provident Fund Commissioner shall be final.

NOMINATION

10. Upon becoming a member of the Fund each member shall send in writing to the Board a nomination conferring on one or more persons the right to receive the amount that may stand to his credit in the Fund in the event of his death before the amount has become payable or having become payable, has not been paid provided that :

(a) If at the time of making the nomination, the member has a family, the nomination shall be made in favour of one or more persons belonging to his family. If the member has no family on the date of his becoming a member of the fund, the nomination may be made in favour of any person or persons but if the member subsequently acquires a family, such nomination shall forthwith be deemed to be invalid and the member shall make a fresh nomination in favour of one or more persons belonging to his family.

- (b) A nomination shall not be partly in favour of the member's family and partly in favour of others outside his family.
- (c) If a member nominates more than one person under sub-rule (a) above, he shall specify in the nomination, the amount of share payable to each of the nominees in such manner as to cover the whole of the amount that may stand to his credit in the fund at any time.
- (d) A nomination shall be registered in the books of the Fund under advice to the member.
- (e) A nomination shall take effect the date it is handed over to the Board for registration. No nomination shall be received for registration after the death of the member.
- (f) A member may at any time cancel a nomination by sending a notice in writing to the Board provided that the member shall along with such notice send a fresh nomination in accordance with these rules.
- (g) When the nominee is a minor, the member shall name the person appointed to receive the benefit on behalf of the minor, in case the amount becomes payable before the minor nominee attains majority.
- (h) The signature of the member in the nomination form shall be attested by two witnesses.
- (i) A member may provide in a nomination :
 - i. In respect of any specified nominee that in the event of his predeceasing the member, the right conferred upon that nominee shall pass to such other person as may be specified in the nomination.
 - ii. That the nomination shall become invalid in the event of the happening of a contingency specified therein.
- (j) In case the nominee predeceases the member, the right conferred on the nominee shall revert to the member until a fresh nomination is made.

ASSETS OF THE FUNDS

11. The Fund shall consist of :

- (a) Contribution made or to be made by the member in terms of these Rules;
- (b) contributions made or to be made by the Corporation in terms of these Rules ;

- (c) interest and dividend which may accrue on the investments of money or other deposits;
- (d) accumulations received from other Provident Funds, where such transfers are permitted by these rules;
- (e) any additional contributions made by the Corporation;
- (f) any capital gains arising from the sale, exchange or transfer of capital assets;
- (g) sums forfeited to the Fund under these Rules.

MEMBERS CONTRIBUTION

12. The compulsory contribution of member shall be 12% of the emoluments while on duty; or the leave salary emoluments drawn while on leave. However, a member may, if he so chooses, subscribe at a rate more than 12%. The amount of subscription shall be calculated to the nearest rupee, 50 paise or more to be counted as a next higher rupee, and fraction of a rupee less than 50 paise to be ignored. The rate of contribution of a member fixed under this Rule shall remain unchanged throughout the financial year.

Note : Contribution to the Employees Family Pension Scheme will be paid out of the employee's contribution to the Provident Fund in accordance with the Family Pension Scheme, 1971.

CORPORATION'S CONTRIBUTION

- 13.(a) The Corporation's contribution for a member shall be 12% of the emoluments qualifying for the employee's contribution under Rules 12 above. The amount of Corporation's contribution shall be calculated to the nearest rupee, 50 paise or more to be counted as a next higher rupee and fraction of a rupee less than 50 paise to be ignored.

Note : Contribution to the Employee's Family Pension Scheme will be paid out of the Corporation's contribution to the Provident Fund in accordance with the Family Pension Scheme, 1971.

- (b) The Corporation's contribution for a member during his period of leave shall be based on his leave salary or wages and no contribution shall be made by the Corporation for any period of leave or absence without pay.

PAYMENT OF CONTRIBUTION

- 14.(a) The Corporation shall in the first instance, pay both the contributions payable by itself and also on behalf of the member to the Fund.

- (b) It shall be the responsibility of the Corporation as the principal employer to pay both the contributions payable by itself in respect of the employees and also inspection charges at such percentage of the total employer's and employees' contributions or of the emoluments as may be fixed by the Central Government from time to time.

EMPLOYER'S SHARE NOT BE DEDUCTED FROM THE MEMBER

15. Notwithstanding any contract to the contrary, the Corporation shall not be entitled to deduct the employer's contribution from the wages of a member or otherwise to recover it from him.

RECOVERY OF A MEMBER'S SHARE OF CONTRIBUTION

- 16 (a) The amount of a member's contribution paid by the Corporation shall notwithstanding the provisions in these Rules or any law for the time being in force or any contract to the contrary be recoverable by means of deduction from the wages of the member and not otherwise.

Provided that no such deduction shall be made from any wage other than that which is paid in respect of the period or part of the period in respect of which the contribution is payable.

Provided further that the employer shall be entitled to recover the employee's share from a wage other than that which is paid in respect of the period for which contribution has been paid or is payable where the employee has in writing given a false declaration at the time of joining service with the Corporation that he was not already a member of the Fund;

Provided further that where no such deduction has been made on account of an accidental mistake or a clerical error, such deduction may, with the consent, in writing of the Regional Provident Fund Commissioner, to be made from the subsequent wages.

- (b) Any sum deducted by the Corporation from the wages of an employee under these Rules shall be deemed to have been entrusted to him for the purpose of paying the contributions in respect of which it was deducted.

CONTRIBUTION DURING FOREIGN SERVICE

17. When a member is on Foreign Service deputation and receives his salary from another employer, it shall be incumbent on the member to remit his monthly contributions to the Fund.

MANAGEMENT OF THE FUND

- 18(a) The custody, control and management of the Fund shall be vested in a Board of Trustees constituted for the purpose under a Trust.
- (b) The cost, charges and expenses of administering the Fund, including the payment of inspection and administrative charge, if any, including the trustee's remuneration and all expenses incurred by the Trustees in the discharge of their duties shall be paid by the Corporation.

NUMBER OF TRUSTEES

19. The number of the Trustees of the Fund shall not be less than four or more than twelve. Half of the number shall be appointed by the Corporation in its discretion and the remaining trustees shall be elected by the employees of the Corporation who are members of the Fund. The employee's representatives shall, in the first instance be elected by those who are eligible to join the Fund. The elected representatives will hold office for a period of five years. For the subsequent elections, the members of the Fund shall elect their nominees on the Board of Trustees of the Fund (one of the trustees representing the Corporation will be nominated as Chairman by the Corporation)

Note : The Election/nomination of Trustees representing employees shall be held/made in accordance with the instructions from the Regional Provident Fund Commissioner, New Delhi from time to time.

20. The Board may delegate all or any of their powers or duties to one or more of the Trustees for the administration of the Fund at each office, and/or unit of the Corporation and for carrying out of objective thereof. Such delegation may be made either by a Resolution of Board, or by General Power of Attorney.

MEETING OF TRUSTEES QUORUM

- 21(a) The Board shall meet at such place and time, as may be decided by the Chairman.
- (b) At any meeting of the Board, four Trustees shall constitute a quorum provided at least one of them is from the trustees nominated by the Corporation and atleast one from the employee's side. Any decision at a meeting of the Board at which quorum is present shall be deemed to be a decision of all trustees and final and binding on them. The Chairman shall have a casting vote in case of equality of votes, in addition to and not instead of his own vote as a trustee. The decision of a majority at any meeting of the trustees at which quorum is present shall be final and binding on the Board.
- (c) If at any meeting, the number of Trustees present is less than the required quorum, the Chairman shall adjourn the meeting to date not later than

seven days from the date of the original meeting, informing other Trustees of the date, time and place of the adjourned meeting and it shall there upon be legal to dispose of the business at such adjourned meeting without condition of a quorum.

(d) The Chairman may whenever he thinks fit and shall within fifteen days of the receipt of a requisition in writing from not less than four members, excluding Chairman, call a meeting provided two of them are from the trustees nominated by the Corporation.

(e) The Chairman shall preside at every meeting of the Board. If the Chairman is absent in any meeting, the Trustees present shall elect one of them to preside over the meeting. The trustees so elected shall exercise all the powers of the Chairman of the meeting. The Board of Trust shall meet at least two times in each financial year.

CONTROL OF FUND VESTED IN THE BOARD

22. In the matter of any dispute arising under these rules as the interpretation thereof, the decision of the Board shall be final and binding and such decisions of the Board shall be recorded in the Minute Book to be maintained for the purpose and signed. Provided that if the matter is a dispute between the Board and the member, it should be referred to the Regional Provident Fund Commissioner for his decision which shall be final and binding on both the Parties.

APPOINTMENT OF NEW TRUSTEES

23. If and when a Trustee or Trustees shall die, resign, refuse or become in the opinion of the Corporation unqualified, incompetent or incapable of acting or shall permanently leave India or shall cease to be an employee of the Corporation, the vacancy so caused shall be filled up by the Corporation as per the procedure laid down by the Regional Provident Fund Commissioner from time to time and on every such appointment, the Fund shall ipso facto vest in the New Trustee or Trustees.

RESPONSIBILITIES OF THE BOARD OF TRUSTEES

24. The function and responsibility of Board of Trustees shall be to manage the fund according to these Rules.

LIABILITY AND INDEMNIFICATION OF THE BOARD

25. In the discharge of their duties for the administration of the Fund, the Board shall be indemnified by the Fund against all proceedings, damages, charge, expenses, claims, demand, losses and liabilities caused otherwise than through their or his negligence or fraud. The Board shall not be responsible for any breach of trust committed by a Co-trustee or by a Banker of other

persons with whom any of the assets of the Fund may have been deposited nor for any loss unless the same happens through their or his own willful act or omission.

PROFESSIONAL TRUSTEES REMUNERATION

26. Any trustee whether hereby or hereafter appointed being a solicitor, Accountant, Auditor, Broker or other person engaged in any profession or business shall notwithstanding his acceptance of the office of Trustee and his acting in the execution of the trust hereof shall be entitled to charge and be paid for all professional or other charges and to receive all pecuniary and all attendances for the time and trouble given or bestowed by him or his firm or any partner or assistant of his in or about the execution of the trusts hereof including acts which a trustee not being so engaged could have done personally.

CORRESPONDENCE OF FUND

27. (a) All correspondence in connection with management of the Fund in Head Office, Units and Branches may be conducted by one of the Trustees responsible for the maintenance of the Fund Account on behalf of the Board.
- (b) The receipt for all moneys received may be signed by a Trustee or any Officer-in-charge of the finance/accounts Department dealing with the Provident Fund.

INVESTMENT OF FUNDS

28. (a) The Board shall from time to time pay all moneys received by them into the State Bank of India or such other scheduled Bank as they shall from time to time determine to the credit of a Special account. All moneys to the credit of such account shall be dealt with only in accordance with these rules and such accounts shall be operated upon jointly by chairman/Trustee with any one official of Finance Department nominated by the chairman on behalf of the Board.
- (b) All moneys of the Fund shall be invested in accordance with the instructions/issued by Government of India from time to time.
- (c) Any premium paid/discount received on purchase of securities from secondary market will be charged fully to profit and loss account on the trust during the year of such transaction.

REALISATION OF INVESTMENT

29. The Board may from time to time withdraw from the Fund such sum or sums as may be required for the purposes of the Fund and raise any moneys so

required by sale, hypothecation or pledge of the investment held by them or of a sufficient part thereof, with the prior approval of the Regional Provident Fund Commissioner, New Delhi.

ACCOUNTS

30. The following accounts shall be maintained in the Books of the Fund:

- (a) An account shall be opened for each member which shall show :
 - (i) the member's subscriptions
 - (ii) the employer's contributions
 - (iii) interest on subscriptions
 - (iv) interest on contributions; and
 - (v) Provident Fund Loan and interest thereon.
- (b) a revenue account showing the credit on account of interest from the investments and other income actually received or accrued upto 31st March of each year and the debits for any proper charge of expenses including those mentioned in Rule 18(b) which in the opinion of the Board is to be charged to the Fund.
- (c) An investment realisation and valuation Account showing the credits on account of profits realised from sale of investment, surplus noticed at the annual valuation of investment at cost, par or book value whichever is lowest and debits on account of losses realised on sale and annual valuation on the same basis as indicated.
- (d) The forfeited contribution account
- (e) The investment account showing particulars of investments; and
- (f) Any other account which the Board may decide to open for the correct exhibition of the transactions of the Fund.

INTEREST

31. (a) As on 31st March of each year, the accounts of the Fund shall be closed and the balance standing in the 'Realisation and valuation of Investment' account as on date after the annual valuation, shall be transferred to the 'Revenue Account' from the net balance in the Revenue Account and shall be credited to the individual accounts of the members, pro rata to the net amounts, (inclusive of the interest last credited) after allowing for the non-refundable loan standing in such accounts an amount calculated at such rate of interest as the Regional Provident Fund Commissioner, New Delhi may from time to time prescribe for the payment of interest on the subscriptions to the Provident Fund. Interest for the period of currency of the Card shall be allowed on the balance standing to the

credit of the member on the first day of April falling within the period of currency and also on the contribution made during the period of currency.

In the case of claims for refund under Rule 36 and 37 interest shall be payable upto the end of the month preceding the date on which the final payment is authorised irrespective of the date of receipt of the claim from the claimant concerned.

Provided that the rate of interest to be allowed on claims for refund for the broken currency period shall be the rate fixed for the financial year in which the refund is authorised. The credit shall be accorded separately under Corporation's contribution and the member's contribution. If in any year, the total sum of net balances in the Revenue and Forfeited Fund Accounts is not sufficient for this purpose, the deficiency shall be made good by the Corporation.

- (b) When the amount standing at the Credit of a subscriber becomes payable in the middle of the year, interest shall be credited upto the end of the month preceding the date on which the final payment is authorised irrespective of the date of receipt of the claim from the claimant concerned.

AUDIT OF ACCOUNTS

- 32. The Board shall have the accounts of the Fund audited every year by the auditors appointed by them.

STATEMENT OF ACCOUNTS TO MEMBERS

- 33. As soon as possible after accounts have been audited as aforesaid, the Board shall furnish to each member a statement of the amount shown by the books of the Fund standing to the credit of his account as at that date of such Balance Sheet and Revenue Account. Such statement shall be accepted as correct and binding on the Members save that if any manifest error shall be found therein and notified by the member to the Board in writing within six months of the receipt of the statements.

ANNUAL REPORT OF THE ADMINISTRATION OF THE FUND

- 34. The Board shall furnish to the Managing Director and Regional Provident Fund commissioner each year not later than a date to be fixed by the Regional Provident Fund Commissioner a report on the administration of the Fund during the previous financial year together with a copy of the Auditor's report.

SUPPLY OF COPIES OF THE RULES

35. The Board shall supply to each employee of the Corporation on becoming a member, a copy of these Rules free of cost and shall also exhibit a copy of these Rules on the Notice Board of the Corporation. Supply of further copies shall be on payment of rupee one each.

CIRCUMSTANCES IN WHICH ACCUMULATION IN THE FUND ARE PAYABLE TO A MEMBER

36. (A) A member may withdraw the full amount standing to his credit in the Fund:
- (i) On retirement from service, after attaining the age of 55 years, provided that a member, who has not attained the age of 55 years at the time of termination of his service, shall also be entitled to withdraw the full amount standing to his credit in the Fund, if he attains the age of 55 years before the payment is authorised.
 - (ii) On retirement on account of permanent and total incapacity for work due to bodily or mental infirmity duly certified by the medical officer of the Corporation or such other registered medical practitioner as may be specifically approved by the Corporation for this purpose:

Proviso: (1)

Provided that it shall be open to the Board to demand from the member a fresh certificate from a civil surgeon or any Medical Officer acting in their behalf where the original Certificate produced by him give rise to suspicion regarding its genuineness provided further that where by mutual agreement of the Corporation and workers, a Medical Board exists for any establishment or a group of establishments, a Certificate issued by such Medical Board may also be accepted for the purpose of this sub-rule.

Proviso: (2)

Provided further that the entire fee of the Civil Surgeon or Doctor acting in their behalf shall be paid from the Fund in case the findings of the Civil Surgeon or any Doctor acting in their behalf agree with the original Certificate and that where such findings do not agree with the original Certificate only half of the fee shall be paid from the Fund and remaining half shall be debited to the Member's account.

EXPLANATION

A Member suffering from tuberculosis or leprosy even if contracted after leaving the service of the Corporation on grounds of illness but before payment has been authorised, shall be deemed to have been permanently and totally incapacitated for work.

- (iii) Immediately before migration from India for permanent settlement aboard.
- (iv) On termination of service in the case of mass or individual retrenchment :

Provided that in the case of mass retrenchment, the payment shall be made immediately and in the case of individual retrenchment, payment shall be made if the member has not been employed in any factory or other establishment to which the Act applies for a continuous period of not less than two months immediately preceding the date on which the member makes the application for withdrawal;

Provided further that in the case of an individual retrenchment pending final withdrawal, the Member may, at his option, be paid for the period during which the Member is out of employment, monthly withdrawals, not exceeding six, of a non-refundable advance from the fund of an amount equal to:

- (a) The pay (including Dearness Allowance) drawn by him in the month immediately preceding the month in which he was retrenched or;
- (b) One-sixth of the amount standing to his credit (including interest) in the Fund, whichever is less; and on the expiry of the period of two months referred to in the foregoing proviso, the balance amount, if any, shall:
 - I. In any case where the member secures employment in any establishment to which the Act applies, be transferred to the new Provident Fund Account of that establishment.
 - II. In any case where the member secures employment in an establishment not covered by the Act, be paid in cash to him after the expiry of the said period of two months or be transferred under Sub-Rule(c) to the credit of the account of such member in the Provident Fund of the establishment in which he is re-employed, provided that it shall be done only if the member so desires and such transfer is permissible under the rules of that Provident Fund.
- (c) In any case where the Member does not secure employment, be paid.
- (v) In case of a member retiring from the services of the Corporation on superannuation within next 12 calendar months or after completion of 54 years of age whichever is later, the Board upon receiving a

request from the member, may allow withdrawal of the PF accumulation standing to the credit of the member upto 90% of such accumulations as on the date of making the request. The balance amount standing to the credit of the Member will be paid to the Member on superannuation or on ceasing to be in the employment of the Corporation, as the case may be.

(vi) Option for withdrawal at the time of 55 years for investment in Varishtha Pension Bima Yojna: The Board may on an application from a member in such form as may be prescribed, permit withdrawal of upto 90 percent of the amount standing at the Member's credit at any time after attaining the age of 55 years by the Member, to be transferred to the Life Insurance Corporation of India for investment in Varishtha Pension Bima Yojna.

36(B) In cases other than those specified in Rule 36(A), the Board may permit a Member to withdraw the amount standing to his credit in the Fund on ceasing to be in employment of the Corporation provided that:

He has not been employed in any factory or other establishment to which the Act applies for a continuous period of not less than two months immediately preceding the date on which he makes the application for withdrawal.

Provided that the Board or any Trustee authorised by the Board in this behalf may, in cases of hardship reduce, subject to such rules as may be made in this regard by the Board with the prior approval of the Regional Provident Fund commissioner, the said period of two months to such extent as may be considered necessary. The requirement of two months waiting period shall not, however, apply in cases of the female Members resigning from the services of the establishment for the purposes of getting married.

EXPLANATION

A declaration in writing made by a Member affirming the fact of non-employment as aforesaid may be accepted as proof thereof.

TRANSFER OF MEMBERS ACCOUNT

36(D) In the event of Member permanently leaving the service of the Corporation and taking up employment in an establishment covered under the Employees' Provident Fund Act, 1952 either in the same State or in any other State in India, he may apply for the transfer of his account. The amount standing to the credit of the Member with interest thereon in the Fund shall be transferred direct to the establishment if the said establishment is an exempted one. If, however, the establishment is an unexempted one, the amount shall be transferred to the Regional

Provident Fund Commissioner in whose jurisdiction such establishment is located.

- 36(E) In the event of member permanently leaving the service of the Corporation and taking up employment in an establishment to which the Act does not apply, the amount standing to his credit with interest thereon in the Fund shall be transferred to the credit of his account in the Provident Fund of the establishment in which he is re-employed, if the employee so desires and the rules in relation to that establishment permit such transfer. Such transfer shall be made within a period of three months of receipt of application for the same.

DEATH

- 36(F) On the death of a Member, whatever be his length of membership, the Board shall pay the whole amount standing to the credit of the Member at his death including the Corporation's contribution with interest thereon to the person or persons entitled to receive the same.

ACCUMULATIONS OF A DECEASED MEMBER TO WHOM PAYABLE

37. On the death of a Member, the whole amount standing to his credit at the time of his death, shall be paid in the following manner:
- (a) If a nomination made by the member in accordance with Rule 10 subsists, the amount standing to his credit in the Fund or that part thereof to which the nomination relates shall become payable to his nominee or nominees in accordance with such nomination.
 - (b) If no nomination subsists or if the nomination relates only to a part of the amount standing to his credit in the Fund, the whole amount or the part thereof to which the nomination does not relate, as the case may be, shall become payable to the members of his family in equal shares;

Provided that no share shall be payable to:

- (i) Sons who have attained majority.
- (ii) Sons of a deceased son who have attained majority.
- (iii) Married daughters whose husbands are alive.
- (iv) Married daughters of a deceased son whose husbands are alive; if there is any member of the family other than those specified in clauses (i), (ii), (iii) and (iv) above.

Provided further that the widow or widows and the child or children of a deceased son shall receive between them in equal parts only the share which that son would have received if he had survived the member and had not attained the age of majority at the time of the Member's death.

For this purpose, particulars of surviving family members may be obtained from the claimant (s) in the form of an affidavit and the former should also furnish an indemnity bond in the prescribed format.

- (c) In any case to which the provisions of clauses (a) and (b) above do not apply the whole amount shall be payable to persons legally entitled to it.

EXPLANATION

For the purpose of this Rule, a member's posthumous child, if born alive shall be treated in the same way as a surviving child born before the member's death.

ACCUMULATIONS OF A MEMBER CHARGED WITH OFFENCE OF MURDER

37(A) Payment of Provident Fund accumulations in the case of a person charged with the offence of murder:

- (a) If a person, who in the event of death of a member of the fund is eligible to receive provident fund accumulations of the deceased member under Paragraph 37, is charged with the offence of murdering the member or abetting in the commission of such an offence, his claim to receive the share of provident fund shall remain suspended till the conclusion of the criminal proceedings initiated against him for such offence.
- (b) If on the conclusion of the criminal proceedings referred to in sub-Paragraph (a), the person concerned is:
 - (i) convicted for the murder or abetting the murder of the member, he shall be debarred from receiving the share of provident fund accumulations which shall be payable to other eligible members, if any, of the deceased member, or
 - (ii) acquitted of the murdering or abetting the murder of the member, his share of provident fund shall be payable to him.

EXTENT OF MEMBER'S CLAIM

- 38. Except as is by these rules expressly provided no member or any persons on his behalf or in respect of his interest in the Fund shall be entitled to claim any payment of money to him or them.
- 39. The amount payable to any member or to the nominees or representatives of any deceased member under any of the provisions of these Rules shall be sufficiently ascertained and determined in accordance with these Rules by certificate under the hands of the Board and such certificate shall be final

and binding on all the parties, provided that if any member, nominee or representative of deceased Member feels aggrieved, he shall have right to appeal to the Regional Provident Fund Commissioner before the Certificate is made final & binding.

ADVANCE AND WITHDRAWALS FROM THE FUND

41(A) REFUNDABLE ADVANCE

- (a)(i) A refundable advance not exceeding twelve months emoluments or a total of Member's own share of contribution and interest thereon, whichever is less, may be granted by the Board repayable in not more than 60(sixty) equal monthly installments to pay expenses which the member has to incur in connection with marriage of self, dependent brothers/sisters/sons including step sons.
- (ii) A refundable advance not exceeding twelve months emoluments or 50% of his/her share of contribution and interest thereon, whichever is less may be granted by the Board repayable in not more than 48 equal monthly installments to meet the cost of higher education beyond the high/higher secondary school stage (including wherever necessary the traveling expenses) of the Member or any Member of the family actually dependent upon him, provided in case of education in India or abroad, it shall be a medical, engineering or other technical or professional course duly recognised.
- (iii) A refundable loan upto twelve months emoluments (subject to the availability of the amount in the account of the Member as his own contribution and interest thereon) may be granted by the Board to the Member repayable in not more than 60 equal monthly installments to meet the cost for the additions or substantial alterations or improvements necessary to the dwelling house owned by the Member or by the spouse or jointly by the Member and the spouse.

Provided further that no loan under this sub-rule shall be sanctioned unless a Member has completed fifteen year membership of the Fund.

- (b) Advance from the Fund to meet obligatory expenses in connection with any Religious ceremony by Customary usage.

A refundable advance up to 5 months emoluments subject to a maximum of Rs.20,000/- (subject to the availability of the amount in the account of an employee as his own contribution and interest thereon) may be granted by the Board to the Member to meet obligatory expenses which the Member has to incur in connection with any religious ceremony by customary usage. The advance shall be

refundable in not more than thirty equal consecutive monthly installments.

(bb) Grant of Advance in abnormal conditions

The Board may on an application from a Member whose property, movable or immovable has been damaged by a calamity of exceptional nature such as floods, earthquake or riots, etc. authorise payment to him from the Fund, a refundable advance not exceeding Rupees Fifteen thousand or fifty percent of his own contribution including interest thereon standing to his credit on the date of payment whichever is less to meet any unforeseen expenditure, provided that such member produces evidence to the satisfaction of the Board that the said property has been damaged. No advance under this rule, shall be paid unless the State Government certifies that any of the aforesaid calamities has affected general public in that area. The advance granted under this rule shall be recoverable in not exceeding 24 consecutive equal monthly installments.

- (c) A second advance under sub-Rule A above shall be granted only after expiry of one month of the full repayment of the first advance together with interest thereon.
- (d) A member may be granted (by the Board), refundable loan, recoverable (after his rejoining from leave without pay) in 48 equal installments if he is on leave without pay due to sickness for the last three months. The loan will be given to the Member one half of (emoluments) last drawn by him before proceeding on leave without pay. The total amount drawn in such cases shall not exceed his own contribution, plus, interest thereon. This loan may be granted even if a balance of the loan drawn earlier is outstanding against the member but in such cases the amount available as loan will be reduced by the amount of earlier loan outstanding from his own contribution.
- (e) The repayment shall commence from the pay of the month following in which the advance is drawn or in the case of a member on leave without pay from the pay of the month following that in which he returns to duty. A member may repay the amount of more than one installment including the amount of interest, at a time, by giving advance notice in writing to the Board for making deductions from his pay.
- (f) The advance shall bear interest on the balance outstanding from time to time at a rate of 1% above the rate which is payable for the time being on the balance in the fund at the credit of the member. The interest shall be recovered in one additional installment after the amount of advance has been fully repaid. Provided, however, if the amount of interest works out to be more than the regular monthly installment of recovery of advance, the same be recovered in two equal monthly installments. The

interest charged and recovered from the member on the advance shall be taken as credit to the Fund and shall not be credited to his account.

41.B WITHDRAWAL FOR PAYMENT OF INSURANCE PREMIUM

- (a) Any amount with interest thereon standing to the credit of a Member in the account of the Fund may be withdrawn, not more than once in every six months to make a payment towards premium on a policy of Life Insurance provided that :
- i. The withdrawal shall not be permitted before the details of the proposed policy have been submitted to the Board in such form as the Board may specify and accepted by them as suitable nor shall the withdrawal be permitted in excess of the amount required to pay a premium actually due for payment within six months of the date of withdrawal;
 - ii. No amount may be withdrawn to make any payment in respect of, or for the purposes of purchasing an educational endowment policy if that policy is due for payment in whole or part before the member attains the age of superannuation;
 - iii. The amount withdrawn shall not exceed the total contributions of the member together with interest thereon upto the date of withdrawal;
 - iv. The member sends to the Board within a month of the Payment of premium, a receipt in order to satisfy the Board that the amount withdrawn was duly applied for the specified purpose.
 - v. The Board shall order the recovery of any amount withdrawn, in respect of which they are not satisfied that the amount withdrawn was actually spent for the specified purpose with interest thereon from the emoluments of the member and credit it to his account in the Fund.
 - vi. The policy, within six months after the first withdrawal in respect of it, shall be assigned to the Board as security for the payment of the amount withdrawn and shall be delivered to the Board.
 - vii. The Board shall, before allowing withdrawal in respect of old policies, satisfy themselves by reference to the Insurance Company that no prior assignment of the policy exists and the policy is free from all encumbrances.
 - viii. The terms of the policy shall not be altered nor shall the policy be exchanged, for another policy without the prior consent of the Board to whom the details to the alteration or of the new policy shall be furnished in such form as they may specify.
 - ix. If the policy is not assigned and delivered, any amount withdrawn from the Fund in respect of the policy shall, with interest thereon forthwith be repaid by the member to the Fund, or in default be ordered by the Board, to be recovered by deduction from the emoluments of the member in such installments as they may determine.

- x. A policy to be acceptable under this Rule shall be effected by the member on his own life and shall be such as may be legally assigned by the member to the Board.
 - xi. A member shall not during the currency of the policy draw any bonus the drawl of which during such currency is optional under the terms of the policy and the amount of any bonus which under the terms of the policy the member has no option to refrain from drawing during its currency shall be paid by him forthwith into the Fund to be adjusted against the amount withdrawn, or in default be recovered by deduction from his emoluments by such installments, as the Board may determine.
- (b) The Board shall re-assign the policy to the Member and make it over to him together with a signed notice of the reassignment addressed to the Insurance Company, when the Member;
- i. permanently retires from service in the Corporation after the attainment of the age of superannuation; or
 - ii. retires on account of permanent and total incapacity for work in the Corporation due to bodily or mental infirmity as provided under Rules; or
 - iii. is permitted by the Board or when so authorised by the Board under Rule 36 (B) to withdraw the amount standing to his credit in the Fund; or
 - iv. repays to the Fund the whole or any amount withdrawn from the Fund for any of the purposes mentioned in the Rule with interest thereon;
- (c) If a policy assigned to the Board or otherwise falls due for payment before the member quits service, the Board shall :
- i. If the amount assured together with the amount of any accrued bonus is greater than the whole of the amount withdrawn from the Fund in respect of the Policy with interest thereon, re-assign the policy to the member and make it over to him who shall immediately on receipt of policy monies from the Insurance Company repay to the Fund the whole of any amount withdrawn with interest;
 - ii. If the amount assured together with the amount of any accrued bonus is less than the whole of the amount withdrawn with interest, realise the amount assured together with any accrued bonus and shall place the amount so realised to the credit of the member in the Fund.
- (d) The provisions of sub-Rule 41.B(a) (ix) of Rule 41 applicable to a failure to assign and deliver a policy shall apply:

- i. If the policy lapses or is assigned otherwise than to the Board charged or encumbered; or
- ii. If the member does not repay the whole of the amount withdrawn with interest under sub-rule (b) or (c) of Rule 41.

WITHDRAWAL FROM THE FUND FOR PURCHASE OF A DWELLING HOUSE OR A DWELLING SITE OR FOR CONSTRUCTION OF DWELLING HOUSE, INCLUDING THE ACQUISITION OF SUITABLE SITE FOR THE PURPOSE

- 41C(a)(i) For the purpose of purchase of a site for construction of house thereon, the amount of withdrawal shall not exceed the member's basic wages and dearness allowance for twenty four months or the member's own share of contributions, together with the employer's share of contributions, with interest thereon or the actual cost towards the acquisition of the dwelling site, whichever is the least.
- (ii) For the purpose of acquisition of a ready built house/flat or for purchase of a site & construction of a house/flat thereon, the withdrawal shall not exceed the member's basic wages and dearness allowance for thirty six months or the member's own share of contributions, together with the employer's share of contributions, with interest thereon, or the total cost of construction whichever is the least.
- (iii) The withdrawal shall be given for purchasing a dwelling house for outright purchase or on hire purchase basis, or for the construction of a dwelling house including the acquisition of a suitable site, from the Central Government, the State Government, Co-operative Society, Institution, a Trust, a local body or a House Finance Corporation, (hereinafter referred to as the agency/agencies); OR

For purchasing a dwelling site for the purpose of construction of a dwelling house or a ready-built dwelling house/flat from an individual; or

For purchasing a dwelling site for the purpose of construction of a dwelling house or a ready-built dwelling house/flat from an individual; or

For purchasing a dwelling house, flat on ownership basis from a promoter governed by the provisions of any flats/Apartment Ownership Act under any law of the Central Govt. or the State Govt., who intends to construct or constructs dwelling house or block of flats and the Member is required to pay the said promoter in advance for finance, the said construction of the house/flat provided that the member has entered into the agreement with the promoter and the same is registered under Indian Registration Act, 1908; or

For construction or completing/continuing the construction of a dwelling house either from commencement or for completion on a site owned by

the Member or the spouse of the Member or jointly by the Member and his/her spouse.

- (iv) A withdrawal may also be granted for the purchase of a house/flat or dwelling site in the joint name of the Member and his/her spouse.

EXPLANATION

The expression 'Co-operative Society' means a Society registered or deemed to be registered under the Co-operative Societies Act, 1912 (2 of 1912) or under any other law for the time being in force in any State relating to Co-operative Societies.

- 41.C(b) No withdrawal under Sub-rule (a) above shall be sanctioned unless a Member has completed five years membership of the Fund and unless his own total contributions with interest thereon in the amount standing to his credit in the Fund is one thousand rupees or more.
- 41.C(c) Where a withdrawal is sanctioned for the construction of a dwelling house, the construction shall commence within six months of the withdrawal of the first instalment and shall be completed within twelve months of the withdrawal of the final instalment. In the case of purchase of a dwelling house or a dwelling site, the purchase shall be completed within six months of the withdrawal of the amount, provided that this provision shall not be applicable in case of purchase of dwelling house/flat on hire-purchase basis and in cases where a dwelling site is to be acquired or houses are to be constructed by a cooperative society on behalf of its members with a view to their allotment to the members.
- 41.(C)(d) Except in the cases specified in sub-rule (i) below, no further withdrawal shall be admissible to a Member under this rule.
- 41.(C)(e) Where the withdrawal applied for, is for purchasing a dwelling site or a dwelling house, the withdrawal shall not be granted unless the dwelling site or as the case may be, the dwelling house is free from encumbrances. No withdrawal shall be granted for purchasing a share in a joint property or building a house on land owned jointly. A withdrawal may however be granted for building a house on land owned by the spouse of the member or jointly by the member and the spouse.

PROVISO : (1)

Provided that where a dwelling site or a dwelling house/flat is mortgaged to any of the agencies, referred to in sub-rule (a), solely for having obtained funds for the purchase of a dwelling house/flat or for the construction of a dwelling house, including the acquisition of a suitable site for the purpose, such a dwelling site or a dwelling house/flat, as the case may be, shall not be deemed to be an encumbered property;

PROVISO : (2)

Provided further that a land acquired on a perpetual lease or on lease for a period of not less than 30 years for constructing a dwelling house/flat, or a house/flat built on such a leased land, shall also not be deemed to be an encumbered property.

PROVISO : (3)

Provided also that where the site of the dwelling house/flat is held in the name of any agency, referred to in sub-rule(a) and the allottee is precluded from transferring or otherwise disposing of the house/flat, without the prior approval of such agencies, the mere fact that the allottee does not have absolute right of ownership of the house/flat and the site is held in the name of the agency, shall not be a bar to the giving of an advance under sub-rule(a), if the other condition mentioned, under the Rules are satisfied.

- 41.C(f) If the withdrawal granted under this Rule exceeds the amount actually spent for the purpose for which it was sanctioned, the excess amount shall be refunded by the Member to the Fund within 30 days of the finalisation of the purchase or, as the case may be within 30 days of the completion of the construction of or necessary additions, alterations or improvements to a dwelling house.

In the event of the member not having been allotted a dwelling site/dwelling house/flat, or in the event of the cancellation of an allotment made to the member and of the refund of the amount by the agency, referred to in sub-rule (a) or in the event of the member not being able to acquire the dwelling site or to purchase the dwelling house/flat from any individual or to construct the dwelling house, the member shall be liable to refund to the Fund in one lumpsum and in such manner as may be specified by the Board, the amount of withdrawal remitted under the rule to him or, as the case may be, to the agency referred to above.

The amount so refunded shall be credited to the employer's share of contribution in the members account in the Fund, to the extent of advance granted out of the said share and the balance, if any, shall be credited to the member's own share of contributions in his account.

The Board may permit a member for withdrawal for purchase/construction of a dwelling unit/house/flat or for purchase of a dwelling site for construction of a residential unit thereon, after the member has refunded the total amount alongwith the interest, as decided by the Board, to the fund and the Board is satisfied that the member or his/her spouse has no other dwelling unit/house/flat registered in his/her name on the date of making an application for withdrawal under these rules.

- 41.(C)(g) If the Board is satisfied that the withdrawal granted under this Rule has been utilised for a purpose other than that for which it was granted, or that the conditions of withdrawal have not been fulfilled, or that there is a reasonable apprehension that they will not be fulfilled wholly or partly, or that the excess amount will not be refunded in terms of sub-rule (f), the Board shall forthwith take steps to recover the amount due with interest at the rate at which interest is chargeable on refundable advance along with a penal interest of 2% from the monthly emoluments of the Member in such number of installments as the Board may determine. For the purpose of such recovery, the Board may direct the employer to deduct each such installment from the pay of the Member and on receipt of such direction, the Corporation shall deduct accordingly. The amount so deducted shall be remitted by the Corporation to the Fund within such time and in such manner as may be specified in this behalf by the Board for being credited to the member's account.
- 41.(C)(h) Where any withdrawal granted under this Rule has been misused, no further withdrawal shall be granted to the Member under the said Rule within a period of 3 years from the date of grant of the said advance or till the full recovery of the amount of the said advance, with penal interest thereon whichever is later.
- 41.C(i) The Board may, if satisfied that a Member genuinely requires a withdrawal for the additions or substantial alterations or improvements necessary to the dwelling house owned by the Member or by the spouse or jointly by the Member and the spouse, may grant a withdrawal not exceeding the member's twelve months emoluments or his total contribution with interest thereon standing to his credit in the Fund, whichever is less.
- 41.C(i)(a) Further withdrawal upto 12 months basic wages and Dearness Allowance or member's own share of contribution with interest thereon in his account, whichever is the least, may be granted for addition, alteration, improvement or repair of the dwelling house owned by the member or by the spouse or jointly by the member and the spouse, after ten years of withdrawal under Rule 41C(i).
- 41.C(j) A further advance equivalent to the amount of difference between the amount of withdrawal admissible to a Member under Rule No.41C(a) above on the date of fresh application and the amount of withdrawal that was drawn by a Member under this Rule anytime during 6 years preceding 3.10.1981, may be granted to such a Member : (i) who had availed the earlier withdrawal for the purchase of dwelling house on the land so purchased or (ii) who had availed the earlier withdrawal for making initial payment towards the allotment/purchase of a house/flat from any agency as referred to in Rule No.41C(a) and has now proposed to avail a withdrawal for completing the transaction to get the

sole ownership of the house/flat so purchased or (iii) who had availed the earlier withdrawal for the construction of a house but could not complete the construction in time due to lack of funds.

41.D Deleted.

41.E Where a withdrawal is sanctioned for purchase of a dwelling house or a dwelling site or for the construction of a dwelling house, the Member shall not sell the dwelling house or the dwelling site, as the case may be, at any time after the withdrawal of the first installment and within a period of five years of the withdrawal of the final installment. The Member shall produce the title deeds and such other documents as may be required for inspection which shall be returned to the Member after grant of withdrawal.

41.E(a) **Withdrawal from the fund for repayment of loans in special cases :-**

1(a) The Board may on an application from a Member, sanction from the amount standing to the credit of the Member in the Fund, withdrawal for the repayment, wholly or partly, of any outstanding principal and interest of a loan obtained in the name of the Member or spouse of the Member or jointly by the Member and spouse from a State Government, registered Co-operative Society, State Housing Board, Nationalised Banks, Public Financial Institutions, Municipal Corporation or a body similar to the Delhi Development Authority solely for the purposes specified in 41.C(a) above.

(b) The amount of withdrawal shall not exceed the member's basic wages and dearness allowance for thirty-six months or member's own share of contributions together with employer's share of contributions, with interest thereon, in the member's account in the Fund or the amount of outstanding principal and interest of the said loans, whichever is least.

2. No withdrawal shall be sanctioned under this rule unless –

- a) the member has completed ten years membership of the fund, and
- b) the member's own share of contributions, with interest thereon, in the amount standing to his credit in the Fund, is one thousand rupees or more; and
- c) the Member produces a certificate or such other documents, as may be prescribed by the Board from such agency, indicating the particulars of the Member, the loan granted, the outstanding principal and interest of the loan and such other particulars as may be required.

The payment of the withdrawal under this paragraph shall be made direct to such agency on receipt of an authorization from the member in such manner as may be specified by the Board and in no event the payment shall be made to the Member.

41.F(i)(a) In case of Refinery or plant or Unit or other establishment having been locked up or closed down for more than 15 days and its employees being rendered unemployed without any compensation, or in case an employee does not receive his wages for a continuous period of two months or more these being for reason other than a strike, the Board on being satisfied that no compensation to the employee is likely to be paid by the employer within the reasonable time may authorise payment to a Member who was employed in the Refinery, Plant or Unit or other establishment, one or more non-recoverable advance from his provident fund account not exceeding his own total contributions including interest thereon upto the date, the payment has been authorised.

41.F(i)(b) In the event of lockout or closure of Refinery or operating Units of Pipelines for more than six months and subject to the other terms as under Sub-rule (i) (a) above, the Board may authorise payment to the Member of one or more recoverable advances from his PF account upto the extent of 100% of the employer's total contribution including interest thereon upto the date the payment has been made.

Explanation:

For the purpose of grant of advance under this Paragraph, the establishment may be closed legally, illegally, with permission or without permission so long as the establishment is closed.

41.F(ii) The advance granted under sub-rule (i)(b) shall be recovered by deductions from the wages of the member in such installments, subject to a maximum of 36 installments as may be determined by the Board. The recovery shall commence from the first wages paid to the member immediately after the start of the Refinery or Plant or Unit or other establishments.

Provided that if the Refinery or Pipeline Unit in which the member is employed remains closed for more than five years for reasons other than strike, recoverable advance granted under Rule 41F(i)(b) may be converted into the non-recoverable advance on receipt of a request in writing from the member.

41.F(iii) The advance granted under sub-rule (i) shall be interest free.

41.G Deleted.

41.H The Board may sanction withdrawal from the Fund to pay expenses for the treatment of a member of his/her family who has been hospitalised, or requires hospitalisation, for one month or more for the following ailment:

(a) major surgical operation in a hospital; or

(b) for the treatment of T.B., Leprosy, Paralysis, Cancer, Mental derangement or heart ailment

Provided that no such advance shall be allowed to a Member unless he has produced:

(i) a certificate from a Doctor of the hospital that the patient has been hospitalised or requires hospitalisation for one month or more, or that a major surgical operation has or has become necessary; and

(ii) a certificate from his employer that the Employees' State Insurance Scheme facility and benefits are not available to him for the treatment of the patient.

(c) The withdrawal under this paragraph shall not exceed the member's emoluments for six month or his own share of contribution with interest in the Fund, whichever is least.

Where the Board is not satisfied with a Medical Certificate furnished by the Member under this paragraph, he may, before granting withdrawal under this paragraph, demand from the Member another Medical Certificate to his satisfaction.

ADVANCE FROM THE FUND FOR DAUGHTER'S MARRIAGE

41.HH (i) The Board may, on an application from a Member authorise payment to him of a non-refundable advance from the Fund not exceeding 50 percent of his/her contributions including interest standing to his/her credit on the date of such authorisation in connection with the expenses which the member has to incur in connection with the marriage of his daughter including step daughter.

(ii) No advance under this rule shall be sanctioned to the member unless the amount of his own total contribution with interest thereon standing to his credit in the fund is Rs.500/- or more on the date the payment is authorised.

- (iii) Not more than three advances shall be admissible to a member under the rules.
- (iv) The rate of interest shall be one percent higher than that would have been payable to the member on his contribution. Provided that only that portion of the interest which might have been credited to the member's account by way of interest had he not taken any such advance shall be credited to the member's account and the excess shall be credited to the interest account in the Fund.

41.HHH Non-refundable loan from the fund for post-Matriculation Education:

Non-refundable loan after matriculation education of children of a member may be allowed to the extent of half of his contribution standing to his credit subject to Rs. One thousand in his account and completion of seven years membership with the Fund.

41.I Except as otherwise provided, the advance made under sub-rules B,C,F(i)(a),H,HH and HHH of Rule 41 shall be non-refundable loan and may be granted even if a refundable advance is outstanding. In such case the member's accumulation in the fund shall be arrived at after deduction of the advance outstanding from the employee's total contribution with interest thereon.

41.J Deleted.

41.K In computing the period of membership of the fund of a member under sub-rule C of Rule 41, the total service exclusive of periods of breaks under the Corporation as well as the periods of his membership of the Provident Fund immediately preceding the membership of this Fund, shall be included.

EXPLANATION

For the purpose of Rule 41 family means any of the following persons who are wholly dependant on the employee namely the employee's wife, legitimate children, step children, parents, sisters and minor brothers.

MISUSE OF ADVANCE

42. Notwithstanding anything contained in these Rules, if the Board, after affording due opportunity to the Member is satisfied that the money drawn as advance from the Fund has been utilised for a purpose other than that for which it was sanctioned, the amount in question with interest thereon shall be required to be repaid forthwith by the Member to the Fund; or, in default, be ordered to be recovered by deducting in lump sum or in suitable installments from his pay as may be directed by the Board.

PROTECTION AGAINST ATTACHMENT

- 43.(a) The amount standing to the credit of any Member in the Fund shall not in any way be capable of being assigned or charged and shall not be liable to attachment under any decree or order of any court in respect of any debt or liability incurred by the Member and neither the official assignee appointed under the Presidency Towns Insolvency Act, 1909 (III of 1909) nor any receiver appointed under the Provincial Insolvency Act, 1920 (V of 1920), shall be entitled to, or have any claim on, any such amount.
- (b) Any amount standing to the credit of a Member in the Fund at the time of his death payable to his nominee under the Rules, shall subject to any deductions authorised by the Rules, vest in the nominee and shall be free from any debt and or other liability incurred by the deceased or the nominee before the death of the Member.
44. The Board may with the consent of the Corporation and subject to the approval of the Regional Provident Fund Commissioner from time to time repeal, add to, vary or alter any or whole of the provisions of these Rules, provided that no such addition or alteration or repeal shall have retrospective effect.
45. All matters for which these Rules do not specifically provide shall be governed by the provisions of the Employees' Provident Fund Act, 1952 and the scheme framed there under and all doubtful cases will be referred to the Regional Provident Fund Commissioner with whom Fund is registered.
46. The Corporation shall be responsible for complying with these rules and provisions of the Employee's Provident Fund Act, 1952 and the scheme framed there under.