#### **RSWC Employees General Provident Fund Regulations, 1990**

RAJASTHAN India

## RSWC Employees General Provident Fund Regulations, 1990

#### Rule

## RSWC-EMPLOYEES-GENERAL-PROVIDENT-FUND-REGULATIONS-19 of 1990

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RSWC Employees General Provident Fund Regulations, 1990Published vide Notification Published in Rajasthan Gazette, Part 7, dated 15.11.1991, page 23(11)In exercise of the powers conferred by Section 42 of the Warehousing Corporations Act, 1962 (Central Act No. 58 of 1962) the RSWC, with the previous sanction of the Government of Rajasthan, hereby makes the following regulations to regulate matters related to the GPF for its employees (Officers & Staff).

#### Chapter I

#### 1. Short title.

- These Regulations shall be called the RSWC Employees General Provident Fund Regulations, 1990.

#### 2. Date of application.

- These Regulations shall come into force w.e.f. 1-1-1990.

#### 3. Definition.

- In these regulations unless there is anything repugnant in the subject or context:(a)"Family" means a Corporation employee's wife, legitimate children and step children residing with and wholly dependent upon him. Not more than one wife is included in a family. In the case of female employee it includes dependent husband also.(b)"Financial Year" means the year commencing on

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the first day of April.(c)"Fund" means the RSWC Employees General Provident Fund, 1990.(d)"Managing Director" means the Managing Director appointed by the Government of Rajasthan under Sub-section 1(c) of Section 20 of the Warehousing Corporations Act, 1962 (Central Act No. 58 of 1962).(e)"Pay" means basic pay only.Note. - All funds pertaining to the subscribers of the RSWC CPF Trust who have opted for RSWC Employees General Provident Fund Regulations shall be transferred from time to time to the said fund on its receipts from the various sources "while the employer's contribution along with interest shall be transferred in the Pension Fund as per the method prescribed in the Regulation 53 of the RSWC Employees Pension Regulations, 1990."(f)"Subscriber" means an employee of the Corporation who is required or is permitted to subscribe to the fund under these Regulations.(g)"Subscription" means any sum credited by or on behalf of an employee out of his wage/salary etc. to the individual accounts of the employee in the Fund but it does not include any sum credited as interest.All other definitions except above shall have the same meaning for the purpose of these regulations as defined in the RSWC Employees Pension Regulations, 1990.

#### 4. Recovery of arrears of CPF.

- Recovery of arrears of CPF, if any, left un-recovered or withheld on account of suspension of the employee or on reinstatement after removal from service etc. shall be made in installments being not less than the contribution of the current month or in lumpsum.

#### 5. Administration of the Fund.

- The fund shall be administered by the Sr. Accounts Officer from the date of application of these Regulations keeping in view the instructions issued by the Corporation from time to time. All Officers and staff appointed for the administration, control and maintenance of accounts etc. shall for all intents and purposes be deemed to be in the service of the regulations and all other conditions of service of the Corporation. The monthly accumulations of the fund shall be invested into the P.D. Account of the Government of Rajasthan separately after meeting with monthly requirements keeping in view the instructions issued by the Corporation/Government in this regard, Apart from this, the following points shall be kept in view in connection with administration of the Fund Accounts:-(i)All expenses relating to the administration of the fund shall be borne by the Corporation.(ii)The accounts of the fund will be maintained by the Sr. Accounts Officer in such form and manner, as may be prescribed from time to time by the Corporation. (iii) All sums paid to the fund or withdrawn from it under these Regulations shall be booked in the books of the Corporation to an account named "RSWC Employees General Provident Fund."(iv)The fund shall be operated upon jointly by the Managing Director and Joint Director (Adm.) or such officers as may be authorised by the Corporation.(v)The Assistant Accounts Officer (P) shall prepare Budget Estimates showing the probable receipts from the subscriptions, probable withdrawals and other expenditure from the Fund during the following financial year and shall forward to the Sr. Accounts Officer on such date as may be fixed for the submission of the Budget Estimate by the Managing Director.(vi)The Sr. Accounts Officer shall furnish to the Managing Director such Accounts/Returns relating to the Fund as may be prescribed by the Corporation.(vii)At the end of each financial year an Income and Expenditure Account together with the balance sheet of the fund duly checked/

audited by Chartered Accountant shall be laid down before the Board of Directors of the Corporation at a meeting to be held before 31st December each year for their approval.(viii)The power to interprete the provision of these regulations shall vest in the Managing Director of the Corporation.Note: 1. The Managing Director and the Joint Director (Adm.) of the Corporation who at present being the trustees of the CPF Trust and are required to sing all documents pertaining to withdrawal and maturity proceeds along with interest thereon shall continue to sign all such papers/documents, as Trustees till all such securities/ bond/deposits are fully recovered in the subsequent months/years even after implementation of the "Employees General Provident Fund Regulations".

2. The Managing Director and the Joint Director (Adm.) of the Corporation will continue to sign all documents pertaining to withdrawals and maturity proceeds along with interest thereon as trustees of CPF till all such securities/bonds/deposits are fully recovered in the subsequent months/years even after implementation of the RSWC "Employees General Provident Fund Regulations."

Membership, Nomination and Subscribers Accounts

#### 6.

(i)All employees of the Corporation who have opted for RSWC Pensionary benefits shall be the Members of the Fund from the date/month from which these Regulations come into force or the date from which any employee enters into the service of the Corporation subsequently, Employees appointed substantively on or after 1-1-1990 shall compulsorily contribute to G.P.F.(ii)Subscriber of the Fund shall continue to be the member of the fund to the date he continues to be in the service of the Corporation.

#### 7. Condition and mode of subscription.

- Every subscriber shall subscribe monthly to the fund in accordance with the rates specified in the Regulations, when on duty, foreign service deputation, temporary transfer or leave other than leave without pay.

#### 8. Amount of subscription.

- The amount of subscription payable for any month by the employee shall be at the same rates as applicable to C.P.F. and only basic pay shall be considered for computation of subscription. Further an employee at his option may subscribe to the maximum of his monthly pay under intimation to Sr. Accounts Officer but such contribution shall be rounded off to the multiple of Rupees hundred only. Such option shall invariably be exercised in March itself and shall stand valid for minimum of twelve months provided that:(i)In the case of an employee under suspension, no subscription shall be

recovered from the subsistence grant. If the subscriber is subsequently reinstated, he shall be allowed the option of paying it in lumpsum, or in installments. Each installment being not less than the contribution of the current month. If an employee under suspension desires in writing for the contribution of his subscription out of the subsistence grant, he shall be allowed to do so.(ii)In case the subscriber was on leave without pay, the emoluments will be those, which he would receive on the first day of duty after the expiry of such leave.Note: 1. The present system of maintenance of the Broad Sheet on the Pattern of C.P.F. in respect of deduction of the subscription pertaining to each financial year and loan recoveries shall continue to be maintained by the Sr. Accounts Officer, as usual.

2. "Every person except existing employees who are required to become a subscriber of the fund shall be asked forthwith by the Dy. Director (Adm.) to furnish and shall on such demand furnish to him, for communication to the Sr. Accounts Officer particulars concerning himself and his nominee required for the declaration in Form No. 1. The Dy. Director (Adm.) shall enter the particulars in the declaration form and obtain the signature or thumb impression of the person concerned."

#### 9. Duties of Head of Office.

- The Asstt. Accounts Officer (P) shall send to the Sr. Accounts Officer within 10 days of the close of each month a return in Form No. 2 of the employees qualifying to become subscribers of the fund for the first time during the preceding month together with the declaration in Form 1 furnished by such qualifying employees.

#### 10. Allotment of Account Numbers.

- On receipt of the information as referred to above the Sr. Accounts Officer shall promptly allot an account number to each employee and shall communicate the Account Number through the Asstt. Accounts Officer (P) to Dy. Director (Adm.).

#### 11. Nomination.

(a) Each subscriber shall make in his declaration Form 2 attached, a nomination conferring the right to receive the amount that may stand to his credit in fund in the event of his death during service period or after retirement if the employee dies without getting payment.(b) A subscriber shall in his nomination distribute the amount in the form of percentage that may stand to his credit in the Fund amongst his nominees at his own discretion if the nominees are more than one.(c) If a subscriber has a family at the time of making a nomination, the nomination shall be in favour of one or more persons belonging to his family. Any nomination made by such subscriber in favour of a person not belonging to his family shall be invalid.(d) If at the time of making a nomination, the subscriber has no family the nomination may be in favour of any person or persons but if the subscriber

subscriber shall make a fresh nomination in favour of one or more persons belonging to his family.(e)A nomination made under sub-regulation (a) may at any time be changed by the subscriber by a written notice of its cancellation and giving a fresh nomination in Form-3. If the nominee predeceases, the subscriber, the interest of the nominee shall revert to the subscriber who shall make fresh nomination in respect of such interest.(f)A nomination or a notice of its cancellation as also a fresh nomination or its modification shall take effect to the extent that it is valid on the date on which it is received by the Dy. Director (Adm.).

#### 12. Subscriber's account.

(a)A separate account with separate number shall be opened in the name of each subscriber in which shall be credited/debited.(i)His subscription:(ii)Loans & advances paid;(iii)Loan recoveries:(iv)the interest as provided in Rule 13 on the balance and monthly subscriptions.Note. - All items of the accounts shall be calculated to the nearest rupee i.e. 50 paise and above will be rounded off to the next whole rupee and less than 50 paise will be ignored.(b)A subscription book in form No. 4 shall be supplied to each subscriber by the Corporation free of charge. For issue of duplicate subscription book actual cost of book will be charged. The books shall be returnable at the time of final payment. The amount deducted from his pay each month as subscription to the fund shall be noted in the book by the pay disbursing officer under his dated signatures. For this purpose, the subscriber should present the book to the pay disbursing officer every month.

#### 13. Interest.

- The Sr. A.O. shall credit to the account of each subscriber interest at such rate as may be determined by the Corporation. The rate of interest shall not be less than the rate declared by the Government of Rajasthan for the members of General Provident Fund Scheme of the Government employees.(i)Interest for the period of currency of the account shall be allowed on the balance standing to the credit of the subscriber on the first day of April falling within the period of currency.(ii)In the case of a claim for the refund under Rules 18 & 19 interest shall be payable upto the end of the month preceding the date on which the full 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.Note. - The aggregate amount of interest credited to the account of the subscribers shall be debited to the interest paid account.

#### 14. Annual Statement of Accounts.

(1)As soon as possible after the close of each year, the Sr. A.O. shall send to each subscriber a statement of his account in the Fund in Form No. 5 showing the opening balance at the beginning of the year, the total amount credited during the year, the total amount of interest credited during the year, loan paid, loan recoveries if any, and closing balance at the end of the year.(2)The Sr. A.O. shall indicate in the statement of account an enquiry whether the subscriber desires to make any alteration in the nomination already made under regulation.(3)Subscribers should satisfy

themselves as to the correctness of the Annual Statement and errors should be brought to the notice of the Sr. A. O. within six months of the receipt of the Statement.

#### 15. Advance from the Fund.

(1) The appropriate sanctioning authority may sanction payment to any subscriber of an advance (in whole rupees) not exceeding three month's pay or half the amount standing to his credit in the Fund, whichever is less, for one or more of the following purposes:-(a)to pay expenses in connection with the illness or a disability, including where necessary, the travelling expenses of the subscriber or any person actually dependent on him.(b)to meet the cost of higher education including where necessary, the travelling expenses of the subscriber or any person actually dependent on him in the following cases, namely:(i) for education outside India for an academic, technical, professional or vocational course beyond the High School stage, and(ii) for any medical, engineering or other technical or specialised course in India beyond the High School stage, provided that the course of study is for not less than three years. (c) to pay obligatory expenses on a scale appropriate to the status which by customary usage the subscriber has to incur in connection with marriages or other ceremonies of himself or of his children or of any other personal actually dependent on him: Provided that the condition of actual dependence shall not apply in the case of a son or the daughter of the subscriber: Provided further that the condition of actual dependence shall not apply in the case of an advance required to meet the funeral expenses of the parent of a subscriber.(d)to meet the cost of legal proceeding instituted by the subscriber for vindicating his position in regard to any allegations made against him in respect of any act done or purporting to be done by him in the discharge of his official duty, the advance in this case being available in addition to any advance admissible for the same purpose from any other Corporation source: Provided that the advance under this sub-clause shall not be admissible to a subscriber who institutes legal proceedings in any court of law either in respect of any matter unconnected with his official duty or against Corporation in respect of any condition of service or penalty imposed on him.(e)to meet the cost of his defence where the subscriber is prosecuted by Corporation in any court of law or where the subscriber engages a legal practioner to defend himself in any enquiry in respect of any alleged official misconduct on his part.(2)An advance shall not except for special reasons to be recorded in writing be granted to any subscriber in excess of the limit laid down in sub-rule (1) or until re-payment of the last instalment of any previous advance. Note. - (1) Sanctions for the grant of loans out of Provident Fund. - Amount may be sanctioned in the Form No. 6 for specified objects mentioned in Rule 15.(2)The Provident Fund money is primarily intended for the welfare of the family of the employee and diversion of that money for other purposes would defeat the intention. It is to say that withdrawal/temporary advances from Provident Fund for the purpose of investing the amount in the National Defence Fund/Bonds etc. etc. shall not be permitted by the authorities competent to sanction advances from Provident Fund.(3)Advance may be granted in the following types of cases provided the employees of the Corporation apply in writing for the same within three months from the date of the occurrence of the event :(i)Where the advance is desired for repayment of a debt which the employee of the Corporation has incurred on account of any of the purposes specified in Rule 15.(ii)Where the employee of the Corporation has applied for the advance for any of the purposes enumerated in the rule i.e. before the occurrence of the event but the sanction for the grant of advance was not communicated till the occurrence of event for which advance was

asked for.(4)Final withdrawals of accumulations in the fund may also be permitted in the aforesaid types of cases subject to conditions laid down under the rules and in para 2 above.

#### 16.

(1)An advance shall be recovered from the subscriber in such number of equal monthly instalments as the sanctioning authority may direct but such number shall not be less than twelve unless the subscriber so elects, or in any case more than twenty four. A subscriber may, at his option, repay more than one instalment in a month. Each instalment shall be a number of whole rupees, the amount of the advance being raised or reduced, if necessary, to admit of the fixation of such instalments:Provided that where the amount advanced exceeds three month's pay or half the amount at the credit of the subscriber, it shall be open to the sanctioning authority to direct that the amount may be recovered in a maximum of forty eight instalments.Note. - (1) It has been laid down in proviso to Rule 16(1) that when the amount of Provident Fund advance exceeds three month's pay or half the amount at the credit of the subscriber, it shall be open to the sanctioning authority to direct that the amount may be recovered in a maximum of forty-eight instalments. It is not the intention that the recovery may be permitted to be made in 48 instalments irrespective of the number of month's pay advanced. The number of instalments should not ordinarily exceed those indicated below:-

When amount of advance equals No. of instalments in which recovery might bemade

03 Month's pay2404 Month's pay3205 Month's pay4006 Month's pay or more48

Where, however, a case deserves special consideration and it appears that the recovery as above will cause undue hardship the repayment may be ordered to be made in any number of instalments not exceeding 48.(2)Recovery shall be made from the emoluments payable by Corporation for the realisation of subscriptions, and shall commence, on the first occasion after the advance is made on which the subscriber draws pay. or remuneration on foreign service, for a full month. Recovery shall not be made except with the subscriber's consent while he is in receipt by subsistence grant or is on leave which either does not carry any leave salary or carries leave salary equal to or less than half-pay of half-average pay. The recovery may be postponed on the subscriber's written request, by the sanctioning authority during recovery of an advance of pay granted to the subscriber.(3)If more than one advance has been made to a subscriber, each advance shall be treated separately for the purpose of recovery.(4)(a)After the principal of the advance has been fully repaid interest shall be paid thereon at the rate of one-fifth percent of the principal for each month or broken portion of a month during the period between the drawal and complete repayment of the principal in accordance with the formula.

#### Principal x Time x Rate100

(b)Interest shall ordinarily be recovered in one instalment in the month after complete repayment of the principal, but, if the period referred to in clause (a) exceeds twenty months, interest may. if the subscriber so desires, be recovered in two equal monthly instalments. The method of recovery shall

be that prescribed in sub-rule (2). Payments shall be rounded to the nearest rupee.(5)If an advance has been granted to a subscriber and drawn by him and the advance is subsequently disallowed before payment is completed the whole or balance of the amount withdrawn shall, with interest at the rate provided in Rule 13, forthwith be repaid by the subscriber to the Fund, or in default be ordered by the Managing Director to be recovered by deduction from the emoluments of the subscriber in a lump sum or in monthly instalments not exceeding twelve as may be directed by the authority competent to sanction an advance for the grant of which, special reasons are required under clause (c) of sub-rule (1) of Rule 15.(6)Recoveries made under this rule shall be credited as they are made to the subscriber's account in the Fund. Payments Towards Insurance Policies

#### 16A.

(1) Subject to the conditions hereinafter contained in Rules 16-B to 16-J:(a) Payment towards a policy of Life Insurance may at the option of a subscriber, be substituted in whole or part for subscriptions due to the Fund; (b) the amount of subscriptions with interest thereon standing to the credit of a subscriber in the Fund may be withdrawn to meet-(i)a payment towards a policy of Life Insurance; (ii) the purchase of a single payment insurance policy: Provided that no amount shall be withdrawn (1) before the details of the proposed policy have been submitted to the Sr. Accounts Officer/Assistant Accounts Officer (P) and accepted by him as suitable or (2) to meet any payment or purchase made or affected more than 3 months before the withdrawal or (3) in excess of the amount required to meet a premium or subscription actually due for payment within 3 months of the date of withdrawal: Provided further that payment towards an educational endowment policy may not be substituted for subscriptions to the Fund and that no amounts may be withdrawn to meet any payment or purchase in respect of such a policy if that policy is due for payment in whole or part before the subscriber's age of normal superannuation: Provided further that amount withdrawn shall be rounded to the nearest whole rupee. (2) The number of policies in respect of which substitution for subscriptions due to the Fund or withdrawal of subscriptions from the Fund may be permitted under this Rule shall not exceed four:Provided that where immediately before joining the Fund a member of the service was a subscriber to any other non-contributory Provident Fund maintained by the Corporation and substitution for subscriptions due to or withdrawal of subscriptions from that fund was permitted in respect of more than four policies, such substitution or withdrawal shall continue to be permitted in respect of these policies under this Rule.(3)The premium for a policy in respect of which withdrawal of subscriptions may be permitted under this Rule shall be payable annually and not otherwise. Explanation. - In computing the maximum number of policies specified in sub-rule (2) policies which have matured or have been converted into paid up ones, shall be excluded.

#### 16B.

(1)If the total amount of any subscriptions or payments substituted under clause (a) of Rule 16-A is less than the amount of the minimum subscriptions payable to the Fund the difference shall be rounded to the nearest rupee and paid by the subscriber as a subscription to the Fund.(2)If the subscriber withdraws any amount standing to his credit in the Fund for any of the purposes specified in clause (b) of Rule 16-A, he shall subject to his option under clause (d) of that rule,

continue to pay to the Fund the subscription payable provided that no subscription shall be payable by a employee of the corporation who has ceased to subscribe to the Fund.

#### 16C.

(1) A subscriber who desires to substitute a subscription or payment under clause (a) of Rule 16-A may reduce his subscription to the Fund accordingly: Provided that the subscriber shall-(a)intimate to the Sr. Accounts Officer on his pay bill or by letter the fact of, and reason for the reduction.(b)send to the Sr. Accounts Officer within such period as the Sr. Accounts Officer may require receipts or certified copies of receipts in order to satisfy the Sr. Accounts Officer that the amount by which the subscription has been reduced was duly applied for the purposes specified in clause (a) of Rule 16-A.(2) A subscriber who desires to withdraw any amount under clause (b) of Rule 16-A shall-(a)intimate the reason for the withdrawal to the Sr. Accounts Officer by letter;(b)make arrangements with the Sr. Accounts Officer for the withdrawal;(c)send to the Sr. Accounts Officer within such period as the Sr. Accounts Officer may require, receipts or certified copies of receipts in order to satisfy the Sr. Accounts Officer that the amount withdrawn was duly applied for the purposes specified in clause (b) of Rule 16-A.(3)The Sr. Accounts Officer shall order the recovery of any amount by which subscriptions have been reduced or of any amount withdrawn, in respect of which he has not been satisfied in the manner required by clause (b) of rule (1) and clause (c) of sub-rule (2) with interest thereon at the rate provided in Rule 13 from the emoluments of the subscriber and place it to the credit of the subscriber in the Fund.

#### 16D.

(1)Corporation shall not make any payment on behalf of subscribers to Insurer nor take steps to keep a policy alive.(2)A policy to be acceptable under these rules shall be one effected by the subscriber himself on his own life, and shall (unless it is a policy effected by a male subscriber which is expressed on the fact of it to be for the benefit of his wife, or of his wife and children, or any of them, by such as may be legally assigned by the subscriber to the Corporation. Explanations(1)A policy on the joint lives of the subscriber & subscriber's wife or husband shall be deemed to be a policy on the life of the subscriber for the purposes of this sub-rule.(2)A policy which has been assigned to the subscriber's wife shall not be accepted unless either the policy is first re- assigned to the subscriber or the subscriber and his wife both join in an appropriate assignment.(3)The policy may not be effected for the benefit of any beneficiary other than the wife or husband of the subscriber or the wife or husband and children of the subscriber or any of them.

#### 16E.

(1) The policy within six months after the first withholding of a subscription or withdrawal from the Fund in respect of the policy; or in the case of an Insurance Company whose head-quarters are outside India, within such further period as the Sr. Accounts Officer, if he is satisfied by the production of the completion certificate (interim receipt) may fix, shall-(a) unless it is policy effected by a male subscriber which is expresses on the face of it to be for the benefit of the wife subscriber, or of his wife and children or any of them, be assigned to the Corporation as security for the

payment of any sum which may become payable to the Fund under Rule 16J and delivered to the Sr. Accounts Officer, the assignment being made by endorsement on the Policy in Form 7(A) or Form 7(B) or Form 7(C) accordingly as the policy is on the life of the subscriber or on the joint lives of the subscriber and the subscriber's wife or husband or the Policy have previously been assigned to the subscriber's wife.(b)if it is a Policy effected by a male subscriber which is expressed on the fact of it to be for the benefit of the wife of the subscriber or of his wife and children or any of them, be delivered to the Sr. Accounts Officer.(2)The Sr. Accounts Officer shall satisfy himself by reference to the Insurance Company where possible, that no prior assignment of the policy exists. (3) Once a policy has been accepted by a Sr. Accounts Officer for the purpose of being financed from the Fund the terms of the policy shall not be altered nor shall the policy be exchanged for another policy without the prior consent of the Sr. Accounts Officer to whom the details of the alteration or of the new policy shall be furnished.(4)If the policy is not assigned and delivered, or delivered, within the said period of six months or such further period as the Sr. Accounts Officer may, under sub-rule (1), have fixed, any amount withheld or withdrawn from the Fund in respect of the policy shall with interest thereon at the rate provided in Rule 13 forthwith be paid or repaid, as the case may be, by the subscriber to the Fund or, in default be ordered by the Sr. Accounts Officer to be recovered by deduction from the emoluments of the subscriber, by installments or otherwise, as may be directed by the authority competent to sanction an advance for the grant of which special reasons are required under clause (c) of sub-rule (1) of Rule 15.(5) Notice of assignment of the policy shall be given by the subscriber to the Insurance Company, and the acknowledgement of the notice by the Insurance Company shall be sent to the Sr. Accounts Officer within three months of the date of assignment.

#### 16F.

The subscriber shall not during the currency of the policy draw any bonus the drawal 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 subscriber has no option to refrain from drawing during its currency shall be paid forthwith into the fund by the subscriber or in default recovered by deduction from his emoluments by installments or otherwise as may be directed by the authority competent to sanction an advance for the grant of which, special reasons are required under clause (c) of sub-rule (1) of Rule 15.

#### 16G.

(1)Save as provided by Rule 16 when the subscriber-(a)quits the service; or(b)has proceeded on leave preparatory to retirement and applies to the Sr. Accounts Officer for reassignment or return of the policy; or(c)while on leave has been permitted to retire or declared by a competent medical authority to be unfit for further service and applies to the Sr. Accounts Officer for re-assignment or return of the policy; or(d)pays or repays to the Fund the whole of any amount withheld or withdrawn from the Fund for any of the purposes mentioned in sub-clause (ii) of clause (a) of Rule 16A and sub-clause (i) and (ii) of clause (b) of rule 16A with interest thereon at the rate provided in Rule 13. The Sr. Accounts Officer shall-(i)if the policy has been assigned to the Corporation under Rule 16-E or under the corresponding Rule hereto to fore in force reassign the policy in the Form

set-fourth in the Schedule to the subscriber or to the subscriber and the joined assured, as the case may be, and make it over to the subscriber together with a signed notice of the reassignment addressed to the Insurance Company. (ii) if the policy has been delivered to him under clause (b) of sub-rule (1) of Rule 16E make over the policy to the subscriber: Provided that, if the subscriber, after proceeding on leave preparatory to retirement, or after being, while on leave permitted to retire or declared by a competent medical authority to be unfit for further services, returns to duty, any policy so reassigned to made over shall, if it has not matured or been assigned or charged or encumbered in any way, be again assigned to the Corporation and delivered to the Sr. Accounts Officer or again be delivered to the Sr. Accounts Officer, as the case may be, in the manner provided in Rule 16-E and thereupon the provisions of these Rules shall, so far as may be again apply in respect of the policy: Provided further that, if the policy has matured or been assigned or charged or encumbered in any way, the provisions of sub-rule (4) of Rule 16-E applicable to a failure to assign and deliver a policy shall apply-(2)save as provided by Rule 16J when the subscriber dies before quitting the service, the Sr. Accounts Officer shall-(i)if the policy has been assigned to the Corporation under Rule 16-E or under the corresponding Rule here to fore in force, reassign the policy to such person as may be legally entitled to receive it, and shall make over the policy to such person together with a signed notice of the reassignment addressed to the Insurance Company. (ii) if the policy has been delivered to him under clause (b) of sub-rule (i) of Rule 16 E make over the policy to the beneficiary if any or if there is no beneficiary, to such person as may be legally entitled to receive it.

#### 16H.

(1) If a policy assigned to the corporation under Rule 16-E or under the corresponding Rule heretofore in force matures before the subscriber quits the service, or if a policy on the joint live of a subscriber and the subscriber's wife or husband assigned under the said Rule or under the corresponding Rules heretofore in force, falls due for payment by reason of the death of the subscriber's wife or husband, the Sr. Accounts Officer shall save as provided by Rule 16J proceed as follows:(i)if the amount assured together with the amount of any accrued bonuses is greater than the whole of the amount withheld or withdrawn from the Fund in respect of the policy interest thereon at the rate provided in Rule 13 the Sr. Accounts Officer shall reassign the policy to the subscriber or to the subscriber and the joint assured as the case may be and make it over to the subscriber who shall immediately on receipt of the policy monies from the insurance company pay or repay to the Fund the whole of any amount withheld or withdrawn with interest and in default, the provisions of sub-rule (4) of Rule 16-E applicable to a failure to assign and deliver a policy shall apply;(ii)if the amount assured together with the amount of any accrued bonuses is less than the whole of the amount withheld or withdrawn with interest, the Sr. Accounts Officer shall realise the amount assured together with any accrued bonuses and shall place the amount so realised to the credit of the subscriber in the Fund.(2)Save as provided by rule 16-J, if a policy delivered to the Sr. Accounts Officer under clause (b) of sub-rule (1) of Rule 16-E matures before the subscriber quits the service the Sr. Accounts Officer shall make over the policy to the subscriber:Provided that if the interest in the policy of the wife of the subscriber or of his wife and children, or any of them as expressed on the face of the policy, expires when the policy matures, the subscriber, if the policy monies are paid to him by the Insurance company shall immediately on receipt thereof pay or repay to the Fund either. (i) the whole of any amount withheld or withdrawn from the Fund in respect of

the policy with interest thereon at the rate provided in Rule 13.Or(ii)an amount equal to the amount assured together with any accrued bonuses, whichever is less, and in default, the provisions of sub-rule (4) of Rule 16-E applicable to a failure to assign and deliver a policy shall apply.

#### 16I.

If the policy lapses, or is assigned, otherwise than to the corporation under Rule 16-E charged or encumbered, the provisions of sub-rule (4) Rule 16-E applicable to a failure assign and delivery a policy shall apply.

#### 16J.

If the Sr. Accounts Officer receives notice of-(a)an assignment (in otherwise than an assignment to the Corporation under Rule 16-E), or(b)a charge or encumbrance on, or(c)an order of a Court restraining dealings with the policy of any amount realised thereon. The Sr. Accounts Officer shall not:-(i)reassign or make over the policy as provided in Rule 1643, or(ii)realise the amount assured by the policy or reassign, or make over the policy, as provided in Rule 16-H,but shall forthwith refer the matter to Managing Director.

#### 16K.

Notwithstanding anything contained in these Rules, if the sanctioning authority is satisfied that money drawn as an advance from the Fund under clause (1) of Rule 16 or (with holder) withdrawn from the Fund under clause (a) or clause (b) of Rule 16-A has been utilised for purpose other than that for which sanction was given to the drawal, withholding or withdrawal of the money, the amount in question, shall with interest at the rate provided in Rule 13 forthwith be repaid or paid, as the case may be, by the subscriber to the fund, or in default be ordered to be recovered by deduction in one installment from the emoluments of the subscriber even if he be on leave. If the total amount to be repaid or paid, as the case may be, be more than half the subscriber's emoluments recoveries shall be made in monthly installments of moieties of his emoluments till the entire amount recoverable be repaid or paid as the case may be by him.Note. - The term 'emoluments' as used in this rule does not include subsistence grant.

#### 17. Final withdrawals of accumulations in the Fund.

- When a subscriber quits the service, the amount standing to his credit in the Fund shall become payable to him: Provided that a subscriber, who has been dismissed from the service and is subsequently reinstated in the service shall, if required to do so by Corporation repay any amount paid to him from the Fund in pursuance of this rule, with interest thereon at the rate provided in Rule 13, either in lumpsum or in such installments as may be fixed by the Managing Director as a condition of continued employment. The amount so repaid shall be credited to his account in the Fund.Note(1)As the amount standing at the credit of a subscriber to the Fund is not payable under the rules of the Fund, until he quits the service or proceeds on leave preparatory to retirement, it

will be against the spirit of rules to permit a Corporation employee to withdraw the entire accumulations in his General Provident Fund Account before he actually quits service.(2)To eliminate all avoidable delays, it is considered necessary to have a standard form containing the request of the person applying for final payment of the provident fund money as well as various particulars and certificates to be furnished by the different warehouses/sections of Head Office. Separate forms at Appendix 'D' to G.P.F. Rules have accordingly been prescribed. Request for payment of Provident Funds moneys should invariably be made by the claimants in appropriate prescribed forms (Appendix 'D'-Form A/B).(3)A subscriber who has already drawn or may draw in future an advance under Rules 16 for any of the purposes specified in clauses (a), (b) and (c) of sub-rule (1) of Rules 16 may convert at his discretion by written request addressed to the Sr. Accounts Officer through the sanctioning authority the balance outstanding against it with interest into a final withdrawal on his satisfying the condition laid down in Rules 17.(4)It has been observed that in case of subscriber who dies while in service, the payment of the amount due to the nominee/nominees is sometimes delayed for the reasons that the intimation about the death of the subscriber is not received by the Senior Accounts Officer concerned promptly and there is also delay in submission of the required application by the nominee/nominees. To obviate and reduce such delays the following steps should be taken:(i)Intimation about the death of a subscriber while in service should be sent to the Sr. Accounts Officer promptly to enable him in initiate action for completion of the Provident Fund Account. The Sr. Accounts Officer may at the same time be requested to inform the Head of Office/Department, the details of nomination etc., made by the deceased subscriber. (ii) Action should be taken to get the application for final payment of Provident Fund money from the nominee/family members of the subscriber, for submission to the Sr. Accounts Officer without waiting for the legal heirs to initiate action. (5) The Corporation shall ballow final withdrawal of P.F. money for the following purposes on the terms and conditions mentioned against each item:(i)to meet the cost of education of himself or dependent children of the subscriber only outside India for academic, technical, professional or vocational courses beyond High School stage and for Medical, Engineering and other technical or specialised courses, in India, beyond the High School stage provided the course of study is not less than 3 years.(ii) for building, altering or enlarging a house or for acquiring a suitable house, including the cost of site or payment of outstanding amount on account of loan expressly taken for the purpose before the date of receipt of the application for withdrawal. (iii) for the marriage of the subscriber's sons and daughters and if the subscriber had no daughter or any other female relation dependent on him. Terms and conditions for the final withdrawal of P.F. money for educational purposes-(a) The amount of withdrawal has been limited to three months pay or half the amount standing to the credit of the Corporation employee in the case of non CPF or the amount actually subscribed by him alongwith interest standing to his credit in the case of a C.P.F. or 3 months pay whichever is less.(b)The withdrawal can be made 6 monthly and in case of a portion of money withdrawn remaining unspent within 6 months of the withdrawal and where further withdrawal be contemplated during the following half year, the officer is to notify in writing to the sanctioning authority before the expiry of the said period of 6 months to adjust the excess amount in the proposed withdrawal provided such excess amount is not more than 10% of the amount utilised and action to withdraw further amount is taken within one month of the expiry of the 6 month's period.(c) The Officer concerned satisfies the sanctioning authority within the period of 6 months from the date of withdrawal of the money that the amount has been utilised for the purpose for which it was intended otherwise the whole amount

of withdrawal together with interest is held liable to be recovered in one lump-sum.(d)Any amount withdrawn from the fund and found in excess of actual requirements of the officer is to be re-deposited forthwith together with interest thereon. Terms & conditions for the final withdrawal of P.F. money for House building purpose:-(a)No final withdrawal save in exceptional cases will be permitted if the Corporation employee has availed of any of the facilities for the grant of house building advance under L.I.G.H. Scheme or under Corporation House Building Advance Rules if any or under any other scheme.(b)Withdrawal from the Fund shall not exceed half the amount standing to the credit of the Corporation employee in the case of non-C.P.F. or the amount actually subscribed by him along with interest thereon standing to his credit in the case of a C.P.F. as the case may be, or the actual cost of the house including the cost of the site or repayment of the loan in that behalf whichever was less. In the case of altering or enlarging a house already owned or acquired by a subscriber without assistance from the Fund or other Corporation sources of funds, subject to the conditions laid down above. The limit has been restricted to a maximum of Rs. 10,000/-.(c) The house proposed to be acquired or redeemed by the Corporation employee with the help of the amount withdrawn as aforesaid should be situated at the place of his duty or his intended place of residence after retirement.(d)Withdrawal is permissible for building, acquisition or redemption of one house only and that too in cases where the Corporation employee does not already own a house at the places referred to above. (e) The construction of the house should be commenced within 6 months of the withdrawal of money and should be completed within a period of one year from the date of the commencement of the construction. Where the house is to be purchased or re-deemed or a private loan previously raised for the purpose has to be repaid, this should be done within 3 months of the withdrawal.(f)In the case of construction of a house withdrawal is to be made in equal installments not less than two and not more than four payment of the second and subsequent installments being made after verification regarding progress of the construction of the house. Note. - While authorising the disbursement of the second and subsequent installments as prescribed in the above clause the administrative authority will attach a certificate to the effect the required formalities in regard to the construction of the house, in pursuance of which the installment has become due have been complied with.(g)The Corporation employee is to submit an annual declaration on in the prescribed form given with annexure (A) on or before 31st December each year and to satisfy the sanctioning authority, if called upon to do so by the production of tax receipts title deeds etc. that the house remains in his sole ownership and that while he is still in service, he has not parted with the possession thereof by way transfer sale, mortgage, exchange, lease for a term exceeding 3 years or otherwise, howsoever without the previous consent of the sanctioning authority in writing, the entire amount withdrawn together with interest thereon at the rate as may be determined in accordance with Rule 13 of the Rajasthan State Warehousing Corporation General Provident Fund Regulations, 1990 being refunded in one installments in the event of default.(h)Where a Corporation employee is subscribing to more than one Provident Fund withdrawal is permissible only in respect of one of these funds to be selected for the purpose by the subscriber, the amount of withdrawal being regulated with reference to the total sum at the credit of the Corporation employee in all the funds to which he is subscribing.(i)Before sanctioning the withdrawal, the administrative authorities satisfy themselves that-(a)The amount is actually required for the purpose of building, acquiring or redeeming a house as mentioned above. (b) The Corporation employee possesses or intends to acquire forthwith the right to build on the site on which the house is proposed to be built.(c) The amount withdrawn together with such other private

- 1. that the amount for which the withdrawal is applied for shall be actually utilised for the purpose of building or acquiring a suitable house including the site thereof.
- 2. that if the amount permitted to be so withdrawn is in excess of the actual expenditure incurred by me for building or acquiring suitable house including the cost of the site thereof, the excess amount together with interest thereon at the rate provided for in para (g) of aforesaid order, shall be refunded to the Corporation without demur in one lumpsum whether the same shall have been demanded or not.
- 3. that the house proposed to be built or acquired by me with the amount withdrawn shall be situated at my place of duty or...... where intend to reside after retirement.
- 4. that in the event of my building a house the construction of the house shall be commenced within six months of the withdrawal of the aforesaid amount and shall be completed within a period of one year from the date of commencement of construction or within such further extended period as the Rajasthan State Warehousing Corporation may in its absolute discretion allow. In the event of a ready house being purchased, any loan previously obtained by me for such purpose from private parties shall be repaid within three months of the drawal of such amount or such extended period as may be permitted by the Corporation.

- 5. that in the event of my building a house the right to build on the site on which the house is proposed to be built will be acquired by me forthwith.
- 6. that approved plans and permits where necessary from the local authorities for the purchase of building materials the extent required shall be furnished by me.
- 7. that in the case of a drawal for the purpose of ready built house.would secure an undisputed title to the house and the land on which the house is built before the purchase price is paid.
- 8. that so long as I am in service I shall submit every year a declaration in the form prescribed by the Corporation on or before the 31st December, that the house so built or acquired continues to be in my sole ownership and possession.
- 9. that while in service the house so built or acquired shall not be transferred by me by way of gift, sale, mortgage, exchange or on lease for a term exceeding three years or otherwise howsoever without the previous permission of the sanctioning authority in writing.

Dated this.......... day of......... 19 .SignaturePlace:Form of Annual Declaration/undertaking(Rule 17)ToThe Managing Director,Rajasthan State Warehousing Corporation,Jaipur.Sir.I hereby declare that the house built by me with the amount withdrawn from the amount standing to my credit in the ........................ Provident Fund has not been transferred by me by way of sale, mortgage, exchange or gift or on lease for a term exceeding 3 years or otherwise howsoever, and that if called upon to do so. I undertake to produce before the sanctioning authority tax receipts, title deeds and such other documents as may be specified by the said authority showing that the house site/the house remains

in my sole and absolute ownership. Date at this............ day of............. 19
.SignatureDesignationWitness to Signature(with address)

1.

.....

2.

......Note. - Final withdrawals for repaying a loan taken for the aforesaid purpose is allowed only if the loan was taken not more than 12 months before the date of receipt of the application for final withdrawal. Past cases which were decided otherwise will not, however, be re-opened. Terms and conditions for the final withdrawal of Provident Fund money for marriages. - (a) The amount to be withdrawn in respect of each marriage is normally limited to 6 months pay or half the amount standing to the credit of the subscriber in the case of non-C.P.F. or the amount actually subscribed by him along with interest thereon standing to his credit in the case of a Contributory Provident Fund whichever was the least, where subscription is made to more than one type of Provident Fund withdrawal is allowed in respect of one of these fund to be selected by the subscriber; the amount being regulated with reference to the total sum at the credit of the Corporation employee in all the Provident Fund accounts to which he be subscribing.(b)In the event of two or more marriages to be celebrated simultaneously the amount admissible in respect of each marriage is to be determined as if the advances are sanctioned separately one after the other.(c) In the case of daughter's marriage an employee will be entitled for final withdrawal of Provident Fund Money upto 75% of the amount standing to the credit of the subscriber. In other special cases, the sanctioning authority is authorised to relax the limit at (a) but not more than 10 months pay or half the amount standing to the credit of the subscriber to the General Provident Fund. No withdrawal is allowed before 3 months preceding the month in which the marriage actually takes place. The subscriber has to furnish a certificate to the sanctioning authority within one month from the date of marriage that the amount withdrawn has actually been utilised for the purpose for which it was taken.] [Substituted by Notification No. RSWC/HO/Adm/RSWC/Emp. Pension &-GPF Regd./89/F. 52(Part IV)/17975, dated 29-11-1995, Published in Rajasthan Gazette, Part VII, dated 14-12-1995, page 174. Marriage of sons. - Other conditions remaining the same, the amount of advance has been restricted to (a) 3 months pay of the subscriber or (b) one half of the amount standing to his credit in the case of a non-contributory Provident Fund or (c) the amount actually subscribed by him alongwith interest thereon standing to his credit in the case of a Contributory Provident Fund whichever is the least. In special cases, however, the sanctioning authority may relax the limit at (a) above, but in no case more than 6 months pay be sanctioned. The withdrawal may be permitted in the case of such officers as have either rendered not less than 25 year's service (including broken periods of service, if any) or have less than 5 years to obtain the age of superannuation whichever is earlier. The actual withdrawal from the fund will be made only on receipt of an authorisation from the Accounts Officer who will arrange this as soon as the sanction of the competent authority has been issued. After the withdrawal has been made by the officer concerned, the sanctioning authority will satisfy himself within 6 months of the withdrawal that the conditions mentioned above are fulfilled. Note. - Authority Competent to sanction loans from the Provident Fund which require

special reasons are authorised to sanction final withdrawals from the Provident Fund. Final withdrawal for the various purposes may be allowed to subscribers after completion of twenty years of service or within ten years of retirement on superannuation whichever is earlier. Final withdrawal from the Provident Funds (General Provident Fund or Contributory Provident Fund as the case may be) for purchasing a motor car or for repaying loan already taken by them may be allowed to officials who have completed 28 years of service or who have less than 3 years to attain the age of superannuation subject to following conditions:(i)The pay of the official is Rs. 1,000/- or more.(ii) The amount of the withdrawal is limited to Rs. 12,000/- or one fourth of the amount standing to the credit of the subscriber in the General Provident Fund or one-fourth of the amount of subscription with interest thereon standing to the credit of the subscriber in the Contributory Provident Fund, as the case may be, or the actual price of the Car, whichever is the least. Such, withdrawal shall be allowed only on one occasion, the case of withdrawal for purchase of another car the motor car advance under the provisions of the General Financial & Account Rules as amended from time to time will not be admissible. The authority competent to sanction an advance for special reasons under the General Provident Fund Rules may sanction final withdrawal in terms of these orders subject to the fulfillment of the conditions mentioned above. The procedure details will be as in the case of other withdrawals. Clarifications (i) Only one final withdrawal can be allowed for the same purpose in the context the marriage/education of different daughters/sons will not be treated as the same purpose. Similarly, illness of the subscriber or his dependent on different occasions will not be treated as the same purpose.(ii)An advance and final withdrawal for the same purpose should not be sanctioned together. In other words a person should be granted either an advance or a final withdrawal for a particular purpose subject to conditions mentioned in Rule 17. Further the advance which is subsequently, converted into final withdrawal should be treated as final withdrawal under Rule 17 that is to say if a person has got an advance converted into a final withdrawal as per Rule 17 he should not be allowed another final withdrawal for the same purpose under Rule 17.(iii)A subscriber shall be permitted to make a final withdrawal as and when he is called-upon to pay an installment for site/house purchased through house building Co-operative Societies or similar agencies, the calls for payment of installments shall be treated as separate purpose for the purposes of these rules.

#### 18. Accumulation of a deceased member to whom payable.

- On the death of a subscriber before the amount standing to his credit has become payable or where the amount has become payable before payment has been made, the amount at the credit of the subscriber's account shall become payable as follows:-(a)If a nomination made by a subscriber in accordance with regulation 16 subsists, the amount standing to his credit in the fund or the 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 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 the family of the deceased subscriber in equal shares. Provided that no shares shall be payable to:(i)Sons who have attained majority:(ii)Son of deceased son who have attained majority;(iii)Married daughters whose husbands are alive; and(iv)Married daughters of a deceased son whose husband is alive if there is a member of the family other than those specified in (i), (ii),

(iii) and (iv) above and provided further that the widow or widower and the child or children of a deceased son receive-between them in equal parts only the share which that son would have received if he has survived the subscriber and had not attained the age of legal majority at the time of subscriber's death.Note. - For the purpose of this rule a subscriber's post humours child if born alive shall be treated in the same way as a surviving child born before the subscriber's death.Note. - When a person named in the nomination dies before the subscriber, the nomination in the absence of a direction become null and void in respect of that person only, and his interest will revert to the subscriber.(c)In any case, to which the provisions of (a) and (b) do not apply the whole amount shall be payable to the person (s) legally entitled to it.

#### 19.

(1)If the person to whom any amount is to be paid under these rules is a minor or lunatic for whose state a manager or guardian has been duly appointed, the payment shall be made to such guardian or manager for the minors of lunatics benefit, and if no such guardian or manager has been appointed, the payment shall be made to such person or persons authorised by law to receive payment on behalf of the minor or lunatic.(2)If, it is brought to the notice of the Managing Director that a posthumous child is to be born to the deceased member he shall retain the amount which will be due to the child in the event of its being born alive, and distribute the balance. If subsequently, no child is born or the child is still born the amount retained shall be distributed in accordance with the provisions of the Regulations.(3)Payment of amounts standing to the credit of a subscriber account shall be made only in India. The persons to whom the amount are payable shall make their own arrangements to receive payment in India.(4)In case where no nomination subsists and payment can not be made as per RSWC Employees G.P.F. Regulations, the payment shall be arranged only after production of succession certificate.Rajasthan State Warehousing Corporation, Jaipur Employees General Provident FundForm No. 1Declaration and Nomination Form[Vide Rule - 8(ii)]

1.	Name (In block letters)	Surname
2.	Caste	
3.	Sex	
4.	Religion	
5.	Occupation	Section/Warehouse
6.	Height	
7.	Father's Name	
8.	Husband's Name	
	(For married woman only)	
9.	Marital Status	
	(Whether bachelor, spinster, married, widow or widower)	
10.	Date of birth	DayMonthYear
		{

-  11.  Marks of identification					
Name and address of the nominee or nominees	Nominee's relationship with the member	Age of nominee	Amount or share of accumulations in the Fund tobe paid to each nominee (in %)		
1	2	3	4	5	
Place:Signature or left hand thumb impression of the memberDate:Certified that the above declaration has been signed by Shri/Shrimati/Kumari					
1 2	3		apital letters Father's Name	5	
Sex Date of Elig	•	al period of			
•	•	on date of jo	previous service excluding ining the fund	Remarks	
6 7	p as o	n date of jo	•	periodof breaks Remarks	
Rajasthan State 3[Vide Rule 11(e as regards the di Employee's Gene the amount stan become payable	Warehousing Corp )]Ih sposal, in the eventeral Provident Functions to my credit ir or having become p	oration, Jai ereby cance t of my deat d and hereb n the fund in payable has	•	vident FundForm No. ne on to the o my credit in the ntioned below to receive ore that amount has at the said amount shall names: Contingencies on the happening of which	

Place:Signature or left hand thumb impression of member.Date:Certified that the above declaration has been signed before me by ........ employed in ........ of the R.S.W.C.Signature of the Officer.Rajasthan State Warehousing Corporation, Jaipur Employees General Provident FundForm No. 4(Rule-12)(Subscription Book)

#### 1. Name in Block letters

- 2. Father's Name
- 3. Caste or Sex
- 4. Designation
- 5. Account No.

Date of deduction and	Month for which	Name of Officer or	Amount	Signature of Disbursing
Bill No.	deducted	Section	Amount	Officer
1	2	3	4	5

Rajasthan State Warehousing Corporation, Jaipur Employees General Provident FundForm No. 5(Rule-14)Name & Design. ..........Father's Name .......E.G.P.F. A/c No. ......Rate of Interest allowed.Subscriber's Annual Statement for the year.......

Account No.	Name	Opening Balance	Credit during the year	Recoveries of withdrawals
1	2	3	4	5

Interest during the year Total 3 to 6 Withdrawals during the year Closing Balance 7-8 6 7 8 9

(i)If an employee desired to make any alteration in his previous nomination, he should forward a revised declaration on the prescribed form.(ii)In the case where the employee has made no nomination in favour of a member of his family owing to his having no family at the time but had acquired a family thereafter, a fresh declaration in the prescribed form should be forwarded forthwith.(iii)The employee is requested to satisfy himself as to the correctness of the statement and to bring errors if any to the notice of the Asstt. Accounts Officer (P) R.S.W.C. Promptly within six months at the latest from the date of receipt of the statement.(iv)In case of proceeding on deputation the employee concerned with intimate the Asstt. Accounts Officer (P) about the place of new posting for keeping account to date.(v)In case provisional slip is received the employee concerned will immediately his transfer position to the Asstt. Account Officer (P) for completing the account and send him correct formal slip.Rajasthan State Warehousing Corporation (Head Office:

Jaipur)Form No. 6Sanction of advances from G.P.F.(Vide Rule 15 Note at SI. No. 1)

- 1. Subscriber's name
- 2. Subscriber's designation and name of the department
- 3. Subscriber's pay (as defined in R.S.R.)
- 4. Subscriber's Provident Fund Account No.
- 5. Amount of Advance
- 6. Object of advance
- 7. Rule of rules under which the advance is sanctioned
- 8. Balance at credit of the subscriber or this date (as verified from)
- 9. Balance of previous advances, if any, outstanding against the subscriber (principal and interest shown separately)
- 10. Date of repayment of previous advance, if any.
- 11. Special reasons for granting the advance (when a previous advance is outstanding or when 12 months have not elapsed after the complete repayment of the previous advance or when after advance exceeds three months pay of the subscriber.
- 12. No. of installments in which the advance is to be recovered.
- 13. Amount of each such installment.

General Provident Fund (or as the case may be, to accept the withdrawal of the sum of Rs.....from the sum to the credit of the said A.B. in the General Provident Fund for payment of the premium of the within policy of assurance) hereby jointly and severally assign unto the said Corporation the within policy of assurance as security for payment of all sums which under Rule 16of the RSWC General Provident Fund Regulations, 1990 the said A.B. may hereafter become liable to pay that fund. We hereby certify that no prior assignment of the within policy exists. Dated this......day of......19 .Station......Signature of Subscriberand the Joint AssuredOne witness to SignatureNote. - The assignment may be executed on the policy itself either in the subscriber's handwriting or in type, or alternatively a typed or printed slip containing the assignment may be pasted on the blank space provided for the purpose on the policy. A typed or printed endorsement must be duly signed and if pasted on the policy it must be initialled across all four margins. Form No. 7(C)(Rule-16 'E')I, C.D., wife of A.B. and the assignee of the within policy, having at the request of A.B., the assured, agreed to release my interest in the policy in favour of A.B., in order that A.B. may assign the policy to the Rajasthan State Warehousing Corporation who has agreed to accept payments towards the within policy of Assurance in substitution for the subscriptions payable by A.B. to the General Provident Fund hereby at the request and by the direction of A.B., assign and I, the said A.B. assign and confirm unto the Rajasthan State Warehousing Corporation the within policy of assurance as security for payment of all sums which under Rule 16I of the Rules of the said Fund the said A.B. may hereafter become liable to pay to the Fund. We hereby certify that no prior assignment of the within policy exist. Dated......day of......... 19Station......Signature of assignee and the subscriber One witness to the Signature Form No. 8(A)(1)(Rule-16 'G') Forms of Re-assignment by the RSWCAll sums which have become payable by the above named A.B. under Rule 16of the Rajasthan State Warehousing Corporation General Provident Fund Regulations, 1990 having been paid and all liability for payment by him of any such sum in the future having ceased the Rajasthan State Warehousing Corporation doth hereby reassign within policy of assurance to the of the Fund for and on behalf of the RSWC in the presence of YZ. (Signature of the Sr. Accounts Officer)(One witness who should add his designation and address)Form No. 8 'A' (2)(Rule-16 'G')The above named A.B. having died on the day of...... 19...... the RSWC doth hereby re-assign the within policy of assurance to C.D.Dated this......day of.......... 19....Executed by.......... Sr. Accounts Officer of the Fund for and on behalf of the RSWC in the presence of YZ. (One witness who should add his designation and address). Form No. 8 'B'(Rule-16 'H') Form of Re-assignment by the RSWCThe RSWC doth hereby re-assign the within policy of the said A.B/A.B. and C.D.:Dated this......day of........... 19 .Executed by............ Sr. Accounts Officer of the Fund for and on behalf of the RSWC in the presence of YZ. (One witness who should add his designation and address). Appendix 'A'General principals which should determine the grant of an advance from the General Provident Fund.

1. The fund is designed solely for the protection of a subscriber's family against his sudden death, or, if he survives until retirement, to provide both him and them with additional resources in his old age. Anything which interferes with a subscriber's normal accumulations detracts from these purposes and tends to defeat the true object of the fund. Rule 15 merely

permits a temporary and wholly exceptional departure from the real purposes of the scheme, and, unless it is strictly interpreted, there is danger that subscribers will come to regard the fund as an ordinary banking account, the existence, of which absolves them from the necessity of providing for the normal incidents of life with the prudence which a private individual would exercise. The inevitable result if this tendency is countenanced, will be to discourage thrift, and to leave the subscriber with a depleted account at the time when it ought to be most helpful to him or his family. Sanctioning authorities ought, therefore, to have no hesitation in resisting any attempt to use the fund as a cheap loan account, and in enforcing the altogether exceptional character of Rule 15 as a provision to meet urgent needs which could not ordinarily have been anticipated. Every prudent married man, for example, should be prepared to meet a certain demand upon his resources on account of doctor's bills, and it is only when the burden is exceptionally prolonged or the necessity unusually grave and sudden, that he ought to think of making use of the Provident Fund for this object.

- 2. For the same reasons, a careful scrutiny should be applied to request for withdrawals on account of marriage or funeral expenses. Even where ceremonial expenditure is by religious custom obligatory, its extent should nevertheless be limited by the resources of the family, and no subscriber should be enable to enhance such expenditure on the strength of deposits in the fund. An advance from the Fund can legitimately be made for obligatory caremonial expenditure where no other resources exist but not in order to raise such expenditure to a more pretentious scale.
- 3. The intention of these instructions is not to limit the powers of the authorities competent to sanction withdrawals from the Fund in cases of absolute necessity, but the observance of the principles enunciated above is in the real interest of the body of subscribers to the Fund.

#### Appendix 'B'

1. When the subscriber leaves no family and no nomination made by him in accordance with the provisions of the Rule 11 subsists, or if such nomination relates only to part of the amount standing to his credit in the fund, the relevant provisions of Clause (b) and of sub-clause (ii) of Clause (c) of sub-section (1) of Section 4 of the Provident Funds Act, 1925 are applicable

### to the whole amount or the part thereof to which the nomination does not relate.

Appendix 'C'Application for admission to the General Provident Fund (To be submitted in duplicate)

Account No. to be allotted by Accounts Officer		•	Name of application and his Father's name		ion	Office to which attached
1		2		3		4
Date of Birth	Whether post is perfect temporary or who probation to a perfect to the perfect temporary or who probation to a perfect temporary or who perfect te	etherapplicant is on	If in temporary or whether he islikely permanent	O		•
	subscription nsem Rule 11 of es	Whether compulsory or optional subscription	If subscriber to other Fund the suchFund	any t name of a	Whether the applicant has family or not	Remarks
9		10	11	1	2	13

Station..... Signature of the Headof the office

Dated...... 19 Signature of applicant

Designation......Dated......19.....

No. Office of the

Returned with Account number allotted. This number should be quoted in all correspondence connected therewith. A form of nomination along with a contingent Notice of cancellation in prescribed forms duty filled in may be sent as soon as possible. Signature Designation Appendix 'D'Form AForm of Application for Final Payments of Balances in the General Provident Fund Account To The Managing Director, RSWC, Jaipur Through: Proper Channel Sir, I am due to retire/have retired/have proceeded on leave preparatory to retirement for months/have been discharged/dismissed/have resigned finally from Corporation Service and my resignation has been accepted with effect from .......................... forenoon/afternoon.

2. I, therefore, request that the entire amount at my credit with interest due under the rules may be paid to me through D.D. payable at...... My Provident Fund Account No. is...........

3. A sum of Rs	(Rupees	) was last	deducted as	s Provident Fund
subscription and re	ecovery on acc	ount of refun	d of advance	e from my pay bil
for the month of	for Rs	encashed	l on	

- 4. My specimen signature, in duplicate, duly attested is enclosed.
- 5. I certify that I have neither drawn any temporary advance nor made any final withdrawal from my Provident Fund Account during the 12 months immediately preceding the date of my quitting service/proceeding on leave preparatory to retirement or thereafter.

orDetails of the temporary advances drawn by me/final withdrawals made by me from my Provident Fund Account during the 12 months preceding the date of my quitting service/proceeding on leave preparatory to retirement or thereafter are given below:

Amount of Advance Date

1.2.

6. I hereby certify that no amount was withdrawn/the following amounts were withdrawn by me from my Provident Fund Account during the 12 months immediately preceding the date of my quitting service/proceeding on leave preparatory to retirement or thereafter for payment of Insurance Premia or for the purchase of a new policy.

Amount Date

1.2.

7. The particulars of the Life Insurance Policies financed by me from the Provident Fund which are to be released by you are given below:

Dollar No	Name of the Company	Sum
Policy No.		assured
1.2.3.		
Yours faithf	fully.(Signature)Station	Name and AddressDate
	Certificate by the He	ead of Office/Department

1. It is certified after due verification with reference to the records in my office, that no temporary advance/final withdrawal was sanctioned to the applicant from his/her Provident Fund Account during the 12 months immediately preceding the date of his/her quitting service/proceeding on leave preparatory to retirement or thereafter.

orIt is certified after due verification with reference to the records in my office, that the following temporary advances/final withdrawals were sanctioned to and drawn by the applicant from his/her Provident Fund Account during the 12 months immediately preceding the date of his/her quitting service/proceeding on leave preparatory to retirement or thereafter.

Amount of Advance/ Withdrawal Date Voucher No. (Signature of the Head of Office/Department).

2. Certified that the following temporary advances/final withdrawals were sanctioned to him/her and drawn from his/her Provident Fund Account during the 12 months immediately preceding the date of his/her death.

Amount of Advance/ Withdrawal Date and place of encashment Voucher No. 1.2.

3. Certified that no amount was withdrawn/the following amounts were withdrawn from his/her Provident Fund Account during the 12 months immediately preceding the date of his/her death for payment if insurance premia or for the purchase of a new policy.

Policy No. & name of the company Amount Date Voucher No.

1.2.

1.	Name of the RSWC employee	
2.	Date of Birth	
3.	Post held by the Corporation Employee	
4.	Date of Death	
5.	Proof of death in the form of a DeathCertificate issued by the Municipal Authorities etc., ifavailable	
6.	Provident Fund Account No. allotted to the subscriber	
7.	Amount of Provident Fund money standing to thecredit of the subscriber at the time of his death, if known	
8.	Details of the nominees alive on the date ofdeath of the subscriber if a nomination subsists	
{		
	Relationship with the subscriber	Share of the nominee

Name of the nominee

1.2.3.4.

|-| 9.| In case the nomination is in favour of a personother than a member of the family, the details of the family if the Subscriber subsequently acquired a family |-|

Name Relationship with the subscriber Age as on the date of death

1.2.3.

|-| 10.| In case of nomination subsists, the details of the surviving members of the family on the date of death of the subscriber. In the case of a daughter or of a daughter of adeceased son of the subscriber, married before the death of the subscriber, It should be stated against her name whether herhusband was alive on the date of death of the subscriber||-|

Name Relationship with the subscriber Age as on the date of death

1.2.3.

|-| 11.| In the case of amount due to a minor child whosemother (widow of subscriber) is not a Hindu, the claim should besupported by Indemnity Bond or Guardianship Certificate, as the case may be.||-| 12.| If the subscriber has left no family and nonomination subsists, the name of persons to whom the ProvidentFund money is payable (to be supported by letters of probate or succession certificate etc.)||-|

Name Relationship with the subscriber Address

1.2.3.

Yours faithfully

Station..... (Signature of claimants)

Date..... (Full Name & Address)

Appendix 'E'Instructions for the Guidance of Subscribers and Drawing and Disbursing Officers for Correct Maintenance of the General Provident Fund Account.

- 1. Membership. (i) The Subscription towards General Provident Fund is optional and is governed by the provisions contained in the Rajasthan State Warehousing Corporation General Provident Fund Regulations, 1990.
- 2. Nomination. -(i) Nomination of the subscriber should always accompany his application for admission to General Provident Fund.
- (ii)Separate Nomination. Form as prescribed in the General Provident Fund Rules should be filled in by those who have family and those who do not have family.(iii)Fresh nomination should be

filled-in and sent to the Managing Director, RSWC, in case a member (a) acquires family (b) one who changes the nominee and (c) on the death of the nominee.

## 3. Subscription. - (i) The subscription should not be less than 6-1/4% of pay and not more than the total pay of the employee of RSWC.

(ii)It should always be expressed in a whole Rupee; fraction of a rupee being rounded off to the next higher rupee.(iii)Subscription should be paid regularly except when subscriber is either on leave or is under suspension; discontinuance of the General Provident Fund Rules should not be more than 3 times in the whole service of the employee.

4. Preparation of Schedule Relating to Deduction on Account of General Provident Fund. - The correct preparation of schedule is very essential for accounting of deductions on account of Provident Fund in the account of the subscriber. Following points should be borne in mind while preparing the Recovery schedule relating to provident fund deductions.

(i) A separate schedule should be prepared for contributory provident fund and General provident fund the words 'General Provident Fund' or 'Contributory Provident Fund' should be prominently written on the Schedule.(ii)The Sr. Accounts Officer who is maintaining account of the subscriber should be properly indicated at the appropriate place in the Schedule i.e. RSWC Provident Fund Account.(iii)Correct Account Number and name of the subscriber should be mentioned in the appropriate column in the schedule.(iv)The amount of subscription and the refund of the advance should be mentioned separately in the schedule, in case of refund of installment of loan the number of installments should also be specified.(v)Drawing and Disbursing Officers should maintain a complete list of subscribers to the General Provident Fund as required under Rule 431 of the General Financial & Accounts Rules. The list should interalia contain the name of each subscriber. Account Number allotted by the Sr. Accounts Officer and the amount of subscription, Name of the Provident Fund such as 'General Provident Fund' or contributory Provident deductions against loan/interest etc.(vi)Each new subscriber should be brought on the list mentioned in (v) above and subsequent changes resulting from the transfer of the subscribers or in the rate of subscription should be clearly noted therein.(vii)In case of subscriber discontinuing subscription towards the fund, the fact of discontinuance should be clearly mentioned in the 'Remarks' column of the Provident Fund schedule alongwith the reasons for discontinuance. (viii) Any change in the monthly rate of subscription should normally be given effect to from the pay for the month of March drawn in April and the increase/decrease in the subscription should be clearly mentioned in the Provident Fund Recovery Schedule.(ix)Drawing and Disbursing Officers should only prepare the General Provident Fund/Contributory Provident Fund Recovery Schedule from the list of subscribers maintained under (v) above and any change in the previous month's Schedule should be specially noted in the Recovery Schedule.

## 5. Maintenance of pass book. - (i) A pass book in the prescribed form should be maintained by each subscriber.

(ii)This pass book should be kept up-to-date by noting each recovery alongwith the office date of encashment, name of the office which pay drawn etc. This will be helpful in reconciling the balance of subscriber in case of discrepancy.

# 6. Temporary advance from General Provident Fund. - (i) Sanction for grant of refundable advance out of General Provident Fund should be sanctioned in the form prescribed to General Provident Fund Rules for specified objects mentioned in rule 16 of the said Rules.

#### Principal x Time x Rate100

and credited to S-Unfunded Debt-General Provident Fund etc. to the subscribers account and shown distinctly on the Provident Fund Recovery Schedule.(vii)A subscriber who has already drawn an advance under rule 15 of General Provident Fund Rules may convert at his discretion by written request addressed to the Sr. Accounts Officer through the sanctioning authority the balance outstanding against it into a final withdrawal on his satisfying the conditions laid down in Rule 17 of General Provident Fund Rules.

# 7. Non-refundable withdrawals out of General Provident Fund. - (i) The final withdrawal is permitted in case of officers who have rendered 20 years of service or are due to retire within 10 years of the date of application, whichever is earlier.

(ii)Authority competent to sanction loans from Provident Fund which require special reasons are authorised to sanction for final withdrawal from the fund.(iii)The sanction for grant of non-refundable withdrawal from the fund should be sent to the Sr. Accounts Officer.(iv)Such sanction should invariable contain information as to the pay of the Corporation employee's completed years of service under the Corporation, the purpose for which the final withdrawal has been sanctioned the amount of non-refundable withdrawal and the balance in the General Provident

Fund Account at the credit of the subscribers at the time of sanctioning the withdrawal.

## 8. Final payment of General Provident Fund Accumulation. - (i) The amount standing at the credit of the subscriber becomes payable to him when he-

(a) actually quits the service, i.e. retires or is dismissed or discharged or dies, or resigns, and(b)proceeds on leave preparatory to retirement.(ii)Request for final payment of amounts standing in the Provident Fund Account of the subscriber should invariably be made by the claimant in the forms prescribed by the Corporation. (iii) The form of application should be filled in correctly so as to avoid any delay in the final payment of the Provident Fund balances. The form duly completed in all respects should be sent to Sr. Accounts Officer. (iv) Following instructions should be borne in mind while sending the application.(a) The fact whether the subscriber has retired, resigned, proceeded leave preparatory to retirement or was dismissed etc. should be clearly mentioned by striking off portions not applicable to the claimant.(b) The place at which payment is desired should be clearly mentioned.(c)Correct Provident Fund Account Number should be mentioned both by the subscriber and the officer forwarding the application so as to ensure payment of the correct amount.(d)Particulars of temporary advances and final withdrawals sanctioned to the subscriber during 12 months immediately preceding the date of his quitting service should be given; in case there is no such payment it should be indicated by the words 'Nil'.(e)Particulars of life insurance financed from General Provident Fund should always be given.(f)In case of Gazetted Officers, specimen signatures duly attested by another officer should always be sent along with the application from except when he desired to draw the amount at the same Treasury at which his signatures already exist.(g)In case of non-gazetted officers particulars of personal marks of identification, photograph, left hand, thumb impression and finger impression (in case of illiterate subscribers) and specimen signatures (in case of illiterate subscriber) in duplicate, duly attested by the gazetted officer of the Corporation should always be attached with the application form.(v)When the claim is presented by the nominees or other claimants following formalities should be observed:-(a)if nomination subsists the details of nominees alive on the date of the death of the subscriber should be given. (b) in case nomination is in favour of a person other than the member of the family details of the family which the subscriber had subsequently acquired should also be given.(c)in case no nomination subsists, the details of surviving members of the family on the date of the death of the subscriber should be given. (d) If there is no family the name of the person to whom the Provident Fund money is payable should be given duly supported by the letters of probate or succession certificate.

9. Annual Account Statement. - (i) It is in the interest of the subscriber that the Annual Statement of Accounts sent to him by the Sr. Accounts Officer by the end of August each year is carefully scrutinised by him with a view to ensure accuracy, of the deductions on account of Provident Fund made from him and the interest allowed on the accumulated balances. The subscriber should, therefore, immediately on receipt of Annual Statement of Accounts from the Sr. Accounts Officer, clerk all the particulars regarding deposits,

### withdrawals, interest and opening and closing balances and satisfy himself about their correctness.

(ii)If the amount shown in the statement of Account are correct, the subscriber should send acceptance of the balance immediately to the Sr. Accounts Officer, but not later than 3 months of the date of receipt of the Annual Statement of Account.(iii)If he finds any discrepancy in the Annual Account Statement he should immediately address the Sr. Accounts Officer explaining his objection will full particulars so as to facilitate location of the discrepancies.(iv)The particulars of missing credits during the year are also indicated in the Annual Statement Account. For facility of location of these missing credits, the subscriber should immediately furnish the details of recovery of Provident Fund effected to enable the Sr. Accounts Officer to trace the missing credits and to post the same in the Account of the Subscriber.(v)The fact of non-receipt of nomination is also indicated in the Account Statement. It is in the interest of the subscriber that he should immediately file nomination and send the same to the Sr. Accounts Officer to avoid any delay at the time of final payment of balance at his credit in his Provident Fund Account.

## 10. Financing of Life Insurance policies out of General Provident Fund. - (i) Financing of Life insurance policies out of General Provident Fund is permissible under rule 16 of the General Provident Fund Rules.

(ii) The maximum number of policies that can be financed out of General Provident Fund is four.(iii)The mode of payment of insurance premium on the policies to be financed should be annual and not otherwise. (iv) Only those policies are acceptable the insurance of which is effected by the subscriber himself on his own life or for the benefit of his wife and children of any one of them.(v)Following instructions should be observed before the amount are withdrawn for the payment of insurance premium out of General Provident Fund: (a) Full details of the policy prepared to be financed out of General Provident Fund should be submitted to the Sr. Accounts Officer.(b)A temporary authority for withdrawal of the requisite amount will be issued by the Sr. Accounts Officer and the subscriber will be required to assign on the policy in favour of R.S.W.C. through the Life Insurance Corporation of India in the form prescribed in 4th Schedule of General Provident Fund Rules, 1954.(c)On receipt of the assigned policy and acceptance of the same a permanent authority for the withdrawal of the amount of General Provident Fund for the purpose of payment of insurance premium annually will be issued by the Sr. Accounts Officer and the premium may be withdrawn on the basis of this permanent authority every year, quoting reference and the authority letter number and date in the Bill.(d)At the time of each withdrawal it is the duty of the subscriber to see and ensure that the withdrawal is covered by the balance at his credit in the General Provident Fund and a certificate to this effect is recorded on the Bill.(e)In case the subscriber is transferred from one office to another or from one accounts circle to another, the fact that he is financing insurance policies out of General Provident Fund should be maintained in the Last Pay Certificate alongwith authority letter number and date issued by the Sr. Accounts Officer.(vi)In case the subscriber desires to get the policy re-assigned in his favour during the period of his service he should deposit the amount withdrawn by him from time to time for financing insurance policy plus interest accrued thereon.(vii)In case the policy matures before the Corporation official retires the

whole amount of the policy will be credited to the Provident Fund Account of the subscriber and paid to him at the time of final payment of his General Provident Fund amount. In case the policy matures after the retirement of the subscriber the policy will be re-assigned in favour of the subscriber by the Sr. Accounts Officer in the form prescribed.(viii)On payment of Insurance premium, the stamped receipt issued by the Life Insurance Corporation of India should be sent to the Sr. Accounts Officer, Rajasthan State Warehousing Corporation who after verification of the same will return it to the subscriber. In case the policy is paid-up, the fact should be intimated to the Sr. Accounts Officer. No withdrawal thereafter is admissible.