

The Orissa State Electricity Board Employee's Provident Fund Rules, 1965

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Rule

THE-ORISSA-STATE-ELECTRICITY-BOARD-EMPLOYEE-S-PROVIDENT FUND RULES, 1965

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The Orissa State Electricity Board Employee's Provident Fund Rules, 1965Part-I PreambleIn exercise of the powers conferred by Clause (a) of Section 79 of the Electricity (Supply) Act, 1948 (Central Act No. 54 of 1948) the Orissa Electricity Board, with the previous approval of the State Government, hereby makes the following rules:

1. Short title and commencement.

- These rules may be called The Orissa State Electricity Board Employees' Provident Fund Rules. They shall come into force with effect from the first day of April, 1965.

2.

In these rules unless there is anything repugnant in the subject or context-(a)"Board" shall mean the Orissa State Electricity Board;(b)"Trustees" shall mean Board of the Trustees constituted for the time being under these Rules;(c)"Fund" shall mean the Orissa State Electricity Board Employees' Provident Fund;(d)"Chairman" shall mean the Chairman of the Orissa State Electricity Board;(e)"Member" shall mean and include any employee of the Board, who on being admitted has contributed to the fund;(f)"Continuous Service" shall be uninterrupted service under the Board including the period covered by authorised leave due to sickness, accident whilst on duty etc. and strike which is not illegal.(g)"Family" shall mean:(i)In the case of male member, the wife or wives and children and dependent parents of the members and the widow or widows and the children of the deceased son of the member.Provided that if the member proves that his wife has been judicially

separated from him or ceased under personal law governing him or the customary law of the community to which she belongs, to be entitled to maintenance, she shall no longer be deemed to be a part of the member's family for the purpose of this fund, unless the member subsequently intimates by express notification in writing to the Chairman that she shall continue to be so regarded.(ii)In the case of a female member, the husband and children of the member, the dependant parents of the member or her husband and the widow and the children of the deceased son of the member:Provided that if a member by notice in writing to the trustees, expresses her desire to exclude her husband from the family, the husband and his dependant parents shall no longer be deemed to be part of the member's family for the purpose of this fund, unless the member subsequently cancels such notice in writing :Provided further that if the member proves that her husband has been judicially separated from her, he shall no longer be deemed to be a part of the member's family for the purpose of this fund, the member subsequently intimates by express notification in writing to the Chairman that he shall be continued to be so regarded.Explanation - (I) 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 illegally recognised, such child shall considered as excluded from the family of the member.Explanation - (II) 'Child' means a legitimate and includes an adopted child if the Trustees are satisfied that under the personal law of the member, adoption of the child is legally recognised;(h)"Year" means a financial year;(i)"Foreign Service" shall mean service in respect of which an employee of the Board receives his/her and other emoluments with the sanction of the Board from another employer.

3.

(a)The fund shall be governed by these rules as amended from time to time. If there should arise any dispute between the Trustees and member of the fund regarding the interpretation of any of these rules or the administration thereof, the matter shall be referred to the Chairman for decision or arbitration, and the decisions or award of the Chairman as the case may be, shall be final and binding upon both the parties.(b)The Board may after consulting the Trustees from time to time repeal, add to, vary or alter these rules and frame such other rules, as may be necessary :Provided that no such addition, alteration or repeal shall adversely affect the rights of any member or the fund in respect of the funds then in the hands of the Trustees or result in the Board obtaining any beneficial interest in the Fund.(c)The Trustee may frame such regulations from time to time as may be necessary to administer the Fund in accordance with these rules.Part-II The Fund

4.

These presents shall constitute a Trust account upon and subject to the rules and regulations herein contained. The Trust shall be irrecoverable save with the consent of the Board and ail the beneficiaries. No moneys belonging to the Fund shall be recoverable by the Board nor shall the Board have any lien or charge of any description on the same excepting where the employee is dismissed for misconduct or voluntarily leaves his employment otherwise than on account of illhealth or other unavoidable cause before the expiration of the term of service specified in this behalf in the regulations of the fund, provided in such cases the recoveries made by the employer shall be limited to the contributions made by him to the individual account of the employee, and to

interest credited in respect of such contributions and accumulations thereof, in accordance with the regulations of the fund.

5.

The fund shall consist of -(a)Contributions by the members out of their salary or wages, or other emoluments as provided by these rules.(b)Contributions by the Board under Rule 11 below.(c)Accretion of interest and dividends which the investment of money forming the fund from time to time may yield.(d)Balances transferred from other Provident Funds.(e)Donations made by the Board;(f)Any capital gains arising from the sale, exchange or transfer of capital assets; and(g)Sum forfeited to the fund under those rules.Part-III Membership

6.

(1)Membership of the fund shall be open to all employees of the Board with continuous service of one year and the re-employed pensioners with the exception of the following categories;(a)Apprentices and trainees during the period of apprenticeship or training which shall not however exceed four years;(b)Personnel of State and Central Government Departments and other industrial concerns working with the Board on foreign service terms.(c)Persons recruited on contract basis, whose terms of contracts do not specifically provided for the benefits of this Fund.(d)Pensioners and superannuated persons of the State and Central Government Departments re-employed by the Board for not more than one year.(e)Casual employees, whether daily rated or monthly rated, engaged for specific periods, against ad hoc jobs for periods not exceeding 240 days during 12 months.Note - Persons coming under categories (c) and (d) above may be allowed by the Board to subscribe to the fund but on the stipulation that no contribution will be payable by the Board under Rule 11 of these rules.(2)Application for membership shall be made in writing to the Board in such form of declaration of agreement to comply with the rules of the Fund for the time being in force or as may from time to time be prescribed.(3)Written notice shall be given by the Board to the applicants of the acceptance or rejection as the case may be of their applications to become members of the fund.Note - This rule shall not apply to employees, who should under these rules, join the fund compulsorily.(4)Every employee becoming a member must remain a member until he/she ceases to be an employee of the Board and must abide by all the rules and regulations in force.

7.

If a member is deputed to foreign service or sent out of India, he/ she shall remain, subject to the Rules of the Fund, as he/she was not sent on deputation.

8.

In the case of the transfer of the services of an employee (otherwise qualified for membership under Rule 6 thereof) who is either a member of a Provident Fund covered by the provisions of Employees'

Provident Fund Act, 1952 or who is transferred from any of the company's Establishment or association of persons which maintain a Provident Fund recognised under the Indian Income Tax Act, 1922 (Act XI of 1922) or to which Provident Fund Act, 1925 (Act XIV of 1925) applied to the Board the entire amount standing to his credit in the form of Provident Fund with such company, establishment or association of persons (including the Employer's Contributions and interest thereon) shall be transferred and paid to this Provident Fund by the Employee, who shall become a member of this fund. Nothing in these rules shall be deemed to provide that the amount in determining the contributions to be made by the Board to the Fund under Rule 11 thereof so that the Board shall be under no liability whatsoever on such payment, or transfer to this Provident Fund to make any equivalent contributions to the Fund. Subject as aforesaid, any such transferred balance shall be credited to the account of such joining member and be subject to the provisions of the rules, for the time being, or the fund.

9.

(i) A member shall, as soon as may be after joining the fund, send in writing to the Board of Trustees a nomination conferring on one or more persons the right to receive the amount that may stand to his/her credit in the fund in the event of his/her death before the amount has become payable or having become payable has not been paid : Provided that in the case of a member having a nomination shall be made in favour of one of his/her becoming a member of the fund, the nomination has no family on the date of his/her becoming a member of the fund, the nomination may be made in favour of any person or persons, but if the member subsequently acquired a family, such nomination in favour of one or more persons belonging to his/her family. (ii) A nomination shall not be partly in favour of the member's family and partly in favour of others outside his/her family. (iii) If a member nominates more than one person under Sub-rule (i) above he/she shall specify in the nomination on the amount or share payable to each of the nominees in such manner as to cover the whole of the amount that may stand to his, her credit in the fund at any time. (iv) Every nomination shall be in such one of the forms set forth in the first schedule as it appropriate in the circumstances. (v) A nomination shall be registered in the books of the Board of Trustees under advice to the member. (vi) A nomination shall take effect from the date, it is handed over to the Board for registration. No nomination shall be received for registration after the death of the member. (vii) A member may at any time cancel a nomination by sending a notice in writing to the Board of Trustees provided that the member shall along with such notice send a fresh nomination in accordance with these rules. (viii) 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. (ix) The signature of the member in the nomination form shall be attested by two witnesses. (1) Member may provide in the nomination- In respect of any specified nominee that in the event of his predeceasing the member the right conferred upon that nominees shall pass to such other person as may be specified in the nomination. (2) That the nomination shall become invalid in the event of the happening of the contingency specified thereon. Part-IV

10.

(a) The amount of subscription shall be fixed by the member himself/herself subject to the following conditions : (i) it shall be expressed in whole rupees; (ii) It may be any sum so expressed not less than 8% of the emoluments and not more than 16% of his/her emoluments. Note - The emoluments means pay, special pay personal pay and any other recurring emoluments, which may be specially classed as pay by the Board, Gross wages of daily rated Employees and leave and includes. (i) Sterling overseas pay converted at such rate of Exchange as the Government of India prescribe in this behalf. (ii) Any remuneration of the nature of pay received in foreign service. (iii) Dearness Allowance including the cash value of any food concession and retaining allowance (if any actually drawn during the whole month whether paid on daily, weekly, fortnightly or monthly basis: Provided that when the monthly emoluments of a member exceeds one thousand rupees, the subscriptions payable by him/her and in respect of him/her by the Board, shall be limited to the amounts payable on monthly emoluments of one thousand rupees including dearness allowance, retaining allowance (if any) and cash value of food concession. (b) (i) Conditions of subscriptions; Every member shall subscribe monthly to the fund when on duty or on foreign service, but not during a period of suspension. Provided that a member on reinstatement after a period of suspension if it is treated as duty or leave, shall be allowed the option of paying in one sum or in instalments any sum not exceeding the maximum amount of arrears of subscription permissible for subscription. (ii) A member may at his/her option subscribe during leave; (iii) The member shall intimate his/her election not to subscribe during leave in the following manner; (a) If he/she is an officer who draws his/her own pay bills; by making no deduction on account of subscription in his/her first pay bill drawn after proceeding on leave. (b) If he/she is not an officer, who draws his/her own pay bills, by written communication to the head of his/her office before his/her proceeding on leave. (c) Employees, who have been allowed pensionary benefits, will be allowed to contribute to the Provident Fund in accordance with the General Provident Fund Rules of the Government of Orissa for these categories of members, the Board's contribution as mentioned in Rule 11 will not be made available. (d) Employees who have been promised the benefits of Contributory Provident Fund from the date of joining the Board as a term of their appointment, may be allowed to contribute arrears in such instalments as the Trustees may permit and upon this contribution the Board's contribution under Rule 11 shall be made as from the dates of the employees' contribution.

11.

The Board's contribution for a member shall be 8% of his/ her emoluments qualifying for the employees' subscription under Rule 10 above. The amount of contribution shall be rendered to the nearest whole rupee (50 paise counting as the next higher rupee). Should a member elect to subscribe during leave, the leave salary shall for purpose of this rule be deemed to the emoluments.

12.

When a member is on foreign service and receives his/her pay from the foreign employer, it shall be incumbent on the member to remit his/her monthly contribution to the Trustees of the fund. The Board's contribution payable in respect of foreign service shall, unless it is recovered from the

foreign employer, be recovered by the Board from the Member.

13.

The member's subscription shall be deducted from the pay bills and wage bills and must be available to the Trustees alongwith the Board's contribution for credit to the individual account of the member before the month following that in which member's contribution is deducted from his/ her pay :Provided that if a member quits the service or dies during any month the Board's contribution for the period between the close of the preceding month and the date of quitting the service or casualty as the case may be, shall be made available to the Trustees within a fortnight after the event for credit to the member's account along with the member's contribution deducted from his/her pay.

Part-V Management of the Fund

14.

The fund and management thereof shall be vested in a Board of Trustees, appointed by the Board. The Chairman shall not be a Trustee.

15.

The number of Trustees of the fund shall be fixed by the Board and not less than three of whom shall be amongst the employees, members of the fund. One of the Trustees shall be appointed by the Board as Chairman thereof. The Trustees representing the beneficiaries shall be elected through a secret ballot by the members themselves. No trustees shall hold office for more than five years.

16.

If and whenever any trustee or trustees shall die, resign, refuse or become in the opinion of the Board unqualified, incompetent or incapable of acting or shall permanently leave India or shall cease to be an employee of the Board, the Board shall appoint any other competent person or persons to be a new Trustee in the place of a nominated trustee and if similar vacancy occurs from amongst the elected trustees, the beneficiaries shall forthwith elect a trustee to fill up the vacancy.

17.

The costs, charges and expenses of administering the fund and of the determination of any question arising under the Rules or otherwise including the Trustee's remuneration and all expenses incurred by the Trustees in discharge of their duties shall be borne by the Board. If however, in a year there is surplus earnings of the Trust Fund after crediting interest at the prescribed rates to the accounts of the members, such surplus shall first be appropriated towards the cost of administering the fund and the residue, if any, shall be met by the Board.

18.

(i) At any meeting of the Trustees, three Trustees shall constitute a quorum provided one of them each is from amongst the Trustees nominated by the Board and from amongst the employees who are members of the Fund. Any decision of a meeting of the Trustees at which a quorum is present shall be deemed to be a decision of all the Trustees and final and binding on them. The Chairman of Board of Trustees shall have a casting vote 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 Trustees. (ii) If at any meeting the number of Trustees present is less than the required quorum, the Chairman of the Board of Trustees shall adjourn the meeting to a date not later than 7 days, from the date of the original meeting, informing the Trustees of the date, time and place of the adjourned meeting and it shall thereupon be legal to dispose of the business at such adjourned meeting irrespective of the number of Trustees present.

19.

If any of the trustee shall be, at any time, absent from headquarters, those of the trustees (not being less than three in number) who shall remain in headquarters shall during such absence have full power to act in the Trust thereof as if they were the only trustees of these presents. A trustee remaining temporarily absent from headquarters may appoint an Attorney (not being all the powers and discretions by these Rules conferred on a Trustee but the appointment of such Attorney shall be terminated immediately on the return of his principal to headquarters).

20.

The decision of the Trustees shall be recorded in a minute book to be maintained for the purpose.

21.

No Trustee shall be chargeable otherwise than in respect of moneys and securities actually received by him notwithstanding his signature to any receipt for the sake of conformity and he shall be answerable and accountable only for his own acts, receipts, neglects, or defaults and not for those of any other person with whom any of the funds of the Fund or the investment representing the same may be deposited or upon whose advice or opinion of any securities nor for any other laws, howsoever arising same such as happens through his wilful default.

22.

The function and responsibility of the Trustees shall be to manage the funds according to these rules. Any Trustee whether hereby or hereafter appointed being a Solicitor, Accountant, Auditor, Broker or other persons engaged in any profession or business shall notwithstanding his acceptance of the office of Trustees and his acting in the execution of the trust hereof shall be entitled to charge and be paid all professional or other charges and to receive all pecuniary and other emoluments or

remuneration for all business transacted and all attendance 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 Trust hereof including acts which a Trustee not being so engaged could have done personally.

23.

(i)The Trustees shall appoint one among themselves as their Secretary who shall conduct all correspondence relating to management of the Fund and shall sign and issue receipts for moneys received into the fund.(ii)The Trustee shall have power to employ any person or persons (including any one or more of them) to do any Secretarial, Legal Accountancy or other work which they may consider necessary or expedient in connection with the management of the Fund or the Funds, to pay thereof in addition to all other proper disbursements, all ordinary and reasonable charges.

24.

The Trustees shall from time to time pay all money received by them into the State Bank of India, Bhubaneswar, or such other Scheduled Bank as they shall from time to time determine, to the credit of the Fund's account opened by them in the said Bank. All moneys to the credit of such account shall be dealt with only in accordance with these Rules and such Bank Account shall be operated on only by cheques bearing the signatures of the Secretary and/or the Chairman of the Board of Trustees.

25.

The Trustees 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.

26.

The Secretary and the Chairman of the Board of Trustees acting jointly shall on behalf of the Board of Trustees, discharge, receive or otherwise dispose off, as may be necessary, Government promissory Notes or Securities, warrants etc., relating to the Fund. The Chairman of the Board of Trustees may reassign to members in accordance with the rules hereinafter mentioned. Life Insurance, Policies, which the members might have assigned to the Trustees securities for the payment of premia for withdrawal from the Fund.

27.

The accumulations of Provident Fund contributions, interest and other receipts as reduced by obligatory outgoings shall be invested in securities created and issued by State Government and other securities guaranteed by the Central or State Government like bonds of Electricity Boards, State Housing Board etc. and in Central Government Securities including savings or other

certificates issued by the Central Government as may be directed by the Central Government from time to time.

28.

It shall be lawful for the Trustees to hold all investments belonging to the Fund in the names of any three of them or in the names of such nominee or nominees whether a Bank, Financial House or Trust Corporation, as the Trustees may be in their absolute discretion determine.

29.

The following account shall be maintained in the books of the Fund - (i) an account for each member showing the members contribution, the Board's contribution, interest accrued, withdrawals, repayment etc. which shall show : (a) The Member's contribution (b) The Employer's contribution under Rule 11 (c) Interest on Member's contribution and (d) Interest on Employer's contributions. (ii) a revenue account showing the credits 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 mentioned in Rule 17 which in the opinion of the Board of Trustees is to be charged to the Fund. (iii) an investment realisation and valuation account showing the credits on account of profits realised from sale of investments, surplus noticed at the annual valuation of investment at cost par or market value, whichever is the lowest and debits on account of losses, realised on sales and annual valuation on the same basis as indicated above. (iv) the forfeited contribution account showing the contribution of the company and interest thereof which lapsed to the credit of this account in accordance with Rule 35. (v) the Investment account showing particulars of investments. (vi) any other account which the Board of Trustees may decide to open for the correct exhibition of the transactions of the Fund.

30.

(i) 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 Investments account as on date after the annual valuation, shall be transferred to the 'Revenue Account'. From the net balance in the Revenue Account shall be credited to the individual accounts of the members pro rata to the net amounts (inclusive of the interest last credited and after allowing for temporary withdrawals) standing in such accounts an amount calculated at such rate of interest as the Government of Orissa may, from time to time prescribe for the payment of interest on the subscription to the Government General Provident Fund. The credit shall be accorded separately under the Board's contributions and Member's subscription. If in any year, the net balance in the Revenue Account is not sufficient for this purpose the deficiency shall be made good by the Board. (ii) When the amount standing at the credit of a member becomes payable in the middle of the year, interest shall be up to the last date of the month preceding the month in which final settlement is made.

31.

The Board of Trustees shall have the accounts of the Fund audited every year by Auditors, appointed by the Trustees with approval of the Board.

32.

As soon as possible after accounts have been audited as aforesaid the trustees shall furnish to each member a statement of the amount shown by the books of the Fund standing to the credit of his/her account as at the date of such balance sheet and Revenue Account. Such Statement shall be accepted as correct and binding on the Member save in case if any manifest error shall be found therein which shall be notified by the members to the trustees in writing within six months of the receipt of the statement.

33.

Any member making request in this behalf to the Board shall be permitted to inspect his/her account or to have the same inspected by any person duly authorised by him/her in writing to do so, within 30 days of receipt of such requests provided that no such requests shall be entertained more than once in every three Calendar months.

34.

The Board of Trustees shall furnish to the Chairman each year not later than the 30th September a report on the administration of the fund during the preceding financial year together with a copy of the Auditor's report.

Part-VI Participation in Benefits

35.

A member ceasing to be in the service of the Board shall cease to be a member of the Fund and the amount withdrawable by him/her on his/her behalf from the fund shall thereupon be ascertained on separate and distinct basis in the following manner according to the circumstances of his/her ceasing to be member.(1)On discharge due to reduction in Establishment or on termination of service through ill health - In the event of any member discharged permanently from service as a result of reduction by the Board of its establishment or his/her becoming permanently incapacitated owing to injury sustained whilst in the service of the Board through no fault or carelessness or negligence on his/her own fault, service is terminated on account of continued illness not due to his/her own fault, neglect or carelessness (as to which the decision of Medical Officer nominated by the Board shall be final), he/she shall be entitled to the whole amount standing to the credit of his/her account as at the date of the termination of his/her service or for any of the reasons herein specified.(2)On termination of the contract of service - The conditions under which and the manner in which the amounts standing to the credit of the account of a contract officer, shall become payable, shall be determined by the terms of his/her contract with the Board.(3)Voluntary

resignation or retirement - (i) In the event of a member ceasing to be in the service of the Board on the voluntary resignation or retirement from the service of the Board with its written consent and without existence of any cause justifying his/her dismissal or on the termination of the service of a member for any reason not expressly provided in these rules, the Trustees shall pay him/her the aggregate amount contributed by him/her and accretions thereon and also such part of the balance thereafter standing to the credit of his/her account at the date of his/her resignation or retirement or termination of his/ her service being the Board's contributions and the accretions thereof, (hereinafter called the 'remaining balance') to which he/she may be entitled in proportion to the length of his/her service with the Board as shown hereunder.

Length of Service	Proportion of the remaining balance payable
(a) Less than 3 years	25%
(b) 3 years or more but less than 5 years	50%
(c) 5 years or more but less than 10 years	75%
(d) 10 years or more but less than 15 years	85%
(e) 15 years and more	100%

'Service' for this rule shall mean continuous service with Board. Provided that the membership of the fund shall include the period of membership whether of that fund or any private Provident Fund or exempted establishment for the purpose of allowing the percentage of Board's share to the members at the time of final settlement.(ii)A member, who is retired from service by the Board at any time at or after the age of superannuation shall be paid the full amount standing to his/her credit of the Fund as at the date of retirement. For the purpose of this Sub-rule a member shall be deemed to have attained the age of superannuation on completing the age of 55 years or such other age as may be prescribed by the Board's rule. If the retirement is before the age of superannuation, the member will get only a portion of the contribution of the Board.(4)On transfer to other organisations - In the event of a member being transferred permanently to any other Organisation or Government Department, the amount standing to the credit of his/her account in the Fund may be transferred with his/her concurrence to the credit of his/her account in the Provident Fund, if any, maintained by such other Organisation or Government Department and thereupon the rules of such Provident Fund shall apply to the member or such transferred amount and the rules of his Provident Fund shall cease to apply accordingly.(5)Dismissal - (i) In case of dismissal of a member from the service of the Board, the Trustees may forfeit the Board's contribution upto the maximum of the amount contributed in the last two complete years and the year in which he is so dismissed together with the accretions thereto.(ii)Before exercising the power of forfeiture the Member concerned shall be called by notice in writing to show cause why the forfeiture shall not be made and the Trustees shall decide the amount of forfeiture after taking into account any representation made by the member.(6)Death - On the death of a member whatever be the length of service, the Trustees shall pay the whole amount standing to the credit of the member at his/her death including the Board's contribution with interest thereon to the person or persons entitled to receive the same.

36.

On the death of a member before the amount standing to, his/her credit has become payable under Rule 35(6) thereof or where the amount has become payable but payment has not been made. (i) If nomination made by the member in accordance with Rule 9 subsists, the amount standing to his/her credit in the Fund or that part thereof to which the nomination relates shall become payable to his/her nominee or nominees in accordance with such nomination; or (ii) If no nomination subsists, or if the nomination relates only to a part of the amount, 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/her family in equal shares, provided that no share shall be payable to : (a) sons who have attained majority; (b) sons of a deceased son who have attained majority; (c) married daughters whose husbands are alive; (d) married daughters of a deceased son whose husbands are alive : Provided that there is any member of the family other than those specified in Clauses (a), (b), (c) and (d) : 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 member's death. (iii) In any case to which the provisions of Clauses (i) and (ii) do not apply the whole amount shall be payable to the person legally entitled to it. Explanations For the purpose of this paragraph a member's posthumous child, if born alive, shall be treated in the same way as surviving child born before the member's death.

37.

Except as is by these Rules expressly provided to member or any person on his/her behalf or in respect of his/her interest in the Fund shall be entitled to claim any payment of money to him/ her or them.

38.

All amounts, if any, due from the Member to the Fund shall be debited to his/her account, before computing the amounts payable to him/her under Rule 35.

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 a certificate under the hands of the Trustees and such certificate shall be final and binding on all the parties, provided if any member, nominee or representative of deceased member feel aggrieved, he/she shall have a right to appeal to the Chairman of the Board against the certificate of balance.

40.

If a member ceases to be a member by reasons of his/her service with the Board being terminated for misconduct or if he/she voluntarily leaves the service of the Board for reasons other than ill health before expiry of the terms of his/her service any amount not being the member's own contribution and the interest thereon standing to his/her credit in the Fund and not payable or paid to him/her shall be credited to the forfeited contribution account.

41.

No member may be permitted to make a withdrawal of any part of the money for the time being standing to the credit of his/her account except for any of the purposes and within the limits as laid down in the second schedule to these rules except that withdrawals from the Provident Fund for going abroad should be only for reasons of education or health. Withdrawals by a member to meet the expenditure on house building will be allowed provided he/she has put in at least 15 years of service in the Board and attained the age of 50 years.

42.

The Trustees shall supply to each employee of the Board on becoming a member a copy of these Rules free of cost and shall also exhibit a copy of these Rules on Notice Board of the Board. Supply of further copies shall be on payment of such cost as may be prescribed by the Board of Trustees.

43.

It shall be lawful for the Board of Trustees at any time, on giving notice of three calendar months in writings of all members of the Fund and to the Fund and to the Board to wind up the Fund upon closing of the Fund, all amounts due by members in respect of their own contribution and the Board's as herein before provided shall be paid by the Board to the Trustees and thereafter be credited by the Trustees to the Members Account.

44.

On the closing and winding of the fund, the Trustees shall realise the assets at their disposal and shall, after liquidating all liabilities, if any, of the Fund distribute the balance among the members on a pro rata basis.

45.

No member shall be entitled to transfer or assign whether by way of a security or otherwise however his/her interest or any part thereof in the money lying to the credit of his/her account in the books of the fund and no such transfer or assignment shall be valid and neither the Trustees nor the Board shall recognise or be bound by notice to them respectively of any such transfer or assignment. In

case any member shall execute or purport or attempt to execute any such transfer or assignment all money standing in the Books of the Fund to the credit of the account of such member other than those representing his/her own contributions and accretions thereto shall be forfeited as from the date of such transfer or assignment or attempt to do so, to the Fund and be dealt with accordingly :Provided always that the Trustees shall be at liberty, in their absolute discretion, at any time offer any such forfeiture to give moneys or any part thereof for the benefit of such member as if he/she had then voluntarily retired or for the benefit of his/her wife husband, children or relations as if he/she had then died.

46.

The management shall attend full co-operation and give access to the Inspector under the Employees Provident Fund Act, 1952 to go into the details of records maintained by the Trust required by him and pay inspection charges at the appropriate rate.Orissa State Electricity BoardApplication for Admission to Contributory Provident Fund

- 1. Name of applicant.....**
- 2. Official designation.....**
- 3. Office to which attached.....**
- 4. Date from which in continuous service.....**
- 5. Whether post is permanent or temporary or whether applicant is on probation for a permanent post.....**
- 6. If temporary, whether it will last at least for a year.....**
- 7. Rate of employments per mensem.....**
- 8. Rate of subscription per mensem (Rule 11 CPF Rules).....**
- 9. If subscriber to any other fund, the name of such fund.....**
- 10. Whether the applicant has a family or not**
- 11. Remarks.....**

DeclarationI Sri/Srimati.....son/daughter/wife of do hereby request that I may be permitted to be a member to the Contributory Fund of the Orissa State Electricity Board and allowed to contribute at the rate of% of my emoluments with effect from till such time as

I desire and am permitted to alter the rate of my contribution again. I do hereby declare that I will comply with the Rules of the Fund for the time being in force or as may from time to time be prescribed. Date : Signature of Applicant Certified that the above declaration has been signed by Sri/Srimati..... employed as..... in the office of..... in my presence. S.D.O./Executive Engineer/Superintending Engineer/Pay & Accounts Officer Countersigned Head of Office First Schedule - Rule 9 (IV) Form of Nomination I. When a member has a family and wishes to nominate one member thereof I hereby nominate the person mentioned below, who is a member of my family as defined in Rule 2(g) of the Employee's Provident Fund Rules (Orissa State Electricity Board) to receive the amount that may stand to my credit in the Fund, in the event of my death before that amount has become payable, or having become payable, has not been paid;

Name and address of nominee	Relationship with member	Age	Contingencies on the happening of which thenomination shall become invalid	Name, address and relationship of the nominee person if any to the right of shall pass in the event of his/herpredeceasing the member
1	2	3	4	5

Dated this..... day of.....19/20..... at..... Two witnesses to signature

1.

2.

Signature II. When the Member has a family and wishes to nominate more than one member thereof I hereby nominate the persons mentioned below, who are members of my family as defined in Rule 2(g) of the Employees' Provident Fund Rules (Orissa State Electricity Board) to receive the amount that may stand to my credit in the Fund in the event of my death before that amount has become payable, or having become payable has not been paid, and direct that the said amount shall be distributed among the said persons in the manner shown below against their names :

Name and address of nominee	Relationship with member	Age	*Amount of share of accumulations to be paid to each	Contingencies on the happening of which thenomination shall become invalid	Name, address and relationship of the nominee person if any to the right of shall pass in the event of his/herpredeceasing the member
1	2	3	4	5	6

Dated this..... day of.....20..... at..... Two witnesses to signature

1.

2.

Signature of Member*Note - This column should be filled so as to the whole amount that may stand to the credit of the member in the fund at any time.III. When the member has no family and wishes to nominate one personI, having no family as defined in Rule 2(g) of the Employees' Provident Fund Rules (Orissa State Electricity Board) hereby nominate the person mentioned below to receive the amount that may stand to my credit in the Fund, in the event of my death before that amount has become payable, has not been paid :

Name and address of nominees	Relationship with member	Age	Contingencies on the happening of which thenomination shall become invalid	Name, address and relationship of theperson, if any, to whom the right of nominee shall pass in the event of his/herpredeceasing the member
1	2	3	4	5

Dated this..... day of.....19/20..... at.....Two witnesses to signature

1.

2.

Signature of MemberIV. When the member has no family and wishes to nominate more than one personI, having no family as defined in Rule 2(g) of the Employees' Provident Fund Rules (Orissa State Electricity Board) hereby nominate the persons mentioned below to receive the amount that may stand to my credit in the Fund in the event of my death before that amount has become payable, or having become payable has not been paid, and directed that the said amount shall be distributed among the said persons in the manner shown below against their names :

Name and address of nominees	Relationship with member	Age	*Amount of share of accumulations to be paid toeach	+Contingencies on the happening of which thenomination shall become invalid	Name, address and relationship of theperson to whom right to nominee shall pass in the event of his/herpredeceasing the member
1	2	3	4	5	6

Dated this.....day of.....19/20.....at.....Two witnesses to signature

1.

2.

Signature of Member*Note - This column should be filled in so as to cover the whole amount that may stand to the credit of the subscriber in the Fund at any time.+Note - Where a member who has no family makes a nomination he/she shall specify in this column that the nomination shall become invalid in the event of his/her subsequently acquiring a family.Second Schedule - Rule (41)

1. Withdrawals by members shall not be allowed by the trustees except on special grounds in the following circumstances or circumstances of similar nature :

(a)To pay expenses incurred in connection with the illness of a member or a member of his/her family.(b)To pay the passage over the sea of a member or any member of his/her family.(c)To pay expenses in connection with marriages, funerals or ceremonies which by the religion of the member it is incumbent upon him/ her to perform and in connection with which it is obligatory that expenditure should be incurred.(d)To meet the expenditure on building or purchasing a house or a site for a house provided that such house or site is assigned to the trustees of the Fund :Provided, however, that at the discretion of the trustees of the fund the conditions of such house or site being assigned to the trustees of the fund may be waived in the case of a member whose income under the 'Salaries' does not exceed Rs. 1500/- per annum.(e)To pay premia on policies of Insurance on the life of a member of his/her wife husband provided that the policy is assigned to the trustees, of the fund or at their discretion deposited with them and that receipts granted by the Insurance Company for the premia are from time to time handed over to the trustees for inspection by the Income Tax Officer.

2. For the purpose of paragraph 1 'Family' means any of the following persons who reside with and are wholly dependent on the member, namely the member's wife/husband, legitimate children, step children, parents, sisters and minor brothers.

3. (a) No such withdrawal shall exceed (i) the pay of the member for three months or in the case of withdrawal for the purpose specified in Sub-paragraph (d) or Sub-paragraph (e) of paragraph 1 six months at the time when the advance is granted, or (ii) the total of the accumulation of member's own contributions and the interest thereon contained in the balance to the credit of the member whichever is less.

(b)In the case of withdrawal for the purpose specified in sub-paragraph (e) of paragraph 1 the restrictions imposed by sub-paragraph (a) of the paragraph 3 shall apply to each withdrawal and not

to total withdrawals.

4. (a) Save as in Sub-paragraphs (b), (c), (d) and (e) second withdrawal shall not be permitted until the sum first withdrawn has been fully repaid.

(b) A withdrawal may be permitted for the purpose specified in Sub-paragraph (e) of paragraph 1 may be permitted notwithstanding that the sums previously withdrawn for the purpose have not been repaid. (c) Subsequent withdrawals for the purpose specified in Sub-paragraph (c) of paragraph 1, may be permitted notwithstanding that the sums previously withdrawn for the same purpose have not been repaid. (d) A withdrawal for any one of the purposes of paragraph 1 other than that specified in Sub-paragraph (c) of that paragraph may be permitted notwithstanding that the sums withdrawn for the purpose of sub-paragraph (c) of the same paragraph have not been repaid. (e) A withdrawal for any of the purposes of paragraph 1 other than those specified in Sub-paragraphs (c) and (d) of that Paragraph shall be permitted notwithstanding that the sum withdrawn for the purpose of sub-paragraph (d) of the same paragraph has not been repaid.

5. (i) Where a withdrawal is allowed for a purpose specified in Sub-paragraph (d) or Sub-paragraph (e) of paragraph 1. The amount withdrawn need not be repaid.

(ii) Where a withdrawal is allowed for any other purpose the amount withdrawn shall be repaid in not more than twenty four equal monthly instalments and shall bear interest in accordance with paragraph 6 and subject to the provision of paragraph 4 no further withdrawal shall be permitted until repayment has been effected in full.

6. In respect of withdrawals which are repaid in not more than 12 monthly instalments, an additional installment of 4 per cent of the amount withdrawn shall be paid on account of interest and in respect of withdrawals which are repaid in more than 12 monthly instalments two such instalments of 4 per cent of the amount withdrawn shall be paid on account of interest. Provided, however, that at the discretion of the trustees of the Fund interest may be recovered on the amount withdrawn or any balance thereof outstanding from time to time 1% above the rate which is payable for the time being in the balance in the fund at the credit of the member.

7. The employer shall deduct such instalments from the member's salary, and pay them to the trustees. These deductions shall commence from the second monthly payment made after the withdrawals or in the case of a member on leave without pay from the second monthly payment made after his/her return to duty.

8. In case of default of repayment of instalments, under paragraphs 6, and 7 Board of Trustees may as its discretion order that the amount of the withdrawal or the amount outstanding shall be added to the total income of the employees for the year in which the default occurs for the purpose of assessing Income Tax of the Member for the year.