

RULES
OF
MAHARASHTRA STATE ELECTRICITY BOARD'S CONTRIBUTORY PROVIDENT FUND
CHAPTER-I
PRELIMINARY

RULE 1 :- SHORT TITLE, APPLICATION AND OBJECT:

- a. The Fund shall be named "**MAHARASHTRA STATE ELECTRICITY BOARD'S CONTRIBUTORY PROVIDENT FUND**".
- b. These Rules shall come into force from the date of grant of exemption u/p 27A of the Employees' Provident Funds Scheme, 1952 or the date of relaxation u/p 79 of the Employees' Provident Fund Scheme, 1952, whichever is earlier

Any amendment carried out in these Rules afterwards shall come into force with effect from the date of approval by the Regional Provident Fund Commissioner.

c. **OBJECT: -**

The Fund shall exist for the benefit of all the employees of **MSPGCL, MSETCL, MSEDCL & MSEB HOLDING CO. LTD.** as defined below. The object of the Fund is to accumulate certain sums for the benefit of the members of the Fund as future provisions for them and for their families and/or their nominees.

RULE 2 :- DEFINITIONS :

In these Rules unless repugnant to or inconsistent with context or subject, the following expressions shall have the meanings here attached to them, namely:

- i. **"ACCUMULATED BALANCE DUE TO AN EMPLOYEE"** of the Company means the balance to his credit or such portion thereof as may be claimable by him under the Regulations of this Fund on the day he ceases to be an employee of the employer.
- ii. **"ACT"** means the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 including any statutory modifications or reenactment thereof.
- iii. **"BASIC PAY"** means all emoluments which are earned by an employee while on duty or on leave or on holiday with wages in either case in accordance with the terms of the contract of employment and which are paid or payable in cash to him, but does not include:
 - 1 The cash value of any food concession;
 - 2 Any dearness allowance (that is to say, all cash payments by whatever named called paid to an employee on account of a rise in the cost of living), house-rent allowance, overtime allowance, bonus, commission or any other similar allowance payable to the employee in respect of his employment or of work done in such employment;

**Chairman of the
MSEB's C.P.Fund Trust**

**Secretary of the
MSEB's C.P.Fund Trust**

3. Any presents made by the employer.
- iv. **"COMPANY"** means **MSPGCL, MSETCL, MSEDCL & MSEB HOLDING CO. LTD.** Company incorporated under the Companies Act, 1956 having its Registered Office at 'Plot no. 9, prakashgad, second floor, station road Bandra, Plot C 19 E Block Bandra Kurla Complex Bandra (E) Mumbai 51, Plot no. 9, prakashgad, Sixth floor, station road Bandra,& 3rd floor, Hong kong Bank bldg, Fort Mumbai 400 001.
- v. (E) Mumbai – 400 051', including its Branches and Departments whether situated at the same place or different places anywhere in India and its successor as assigns.
- v. **"CONTINUOUS SERVICE"** means uninterrupted service and includes service which is interrupted by sickness, accident, authorised leave, strike which is not illegal or cessation of work not due to the employees' fault and also includes the period of deputation abroad in any of the branches / representative offices of **MSPGCL, MSETCL, MSEDCL & MSEB HOLDING CO. LTD..**
- vi. **"CONTRIBUTION"** means a contribution payable in respect of a member by employer and the member himself but does not include any sum credited as 'INTEREST'.
- vii. **"CHILDREN"** means legitimate children and includes adopted children if the Commissioner is satisfied that under the personal law of the member adoption of a child is legally recognised.
- viii. **"CLASS OF EMPLOYEES"** means employees borne on the rolls of the establishments who are directly employed for wages, manual or otherwise in connection with the work of the establishment.
- The exclusion being the employees indirectly employed, through contractors and outsourcing.
- ix. **"DIRECTORS"** means Directors for the time being of the Company.
- x. **"EMPLOYEE"** means such class of employees who are employed for salary / wages in any kind of work, manual or otherwise, in or in connection with the work of the Company and who gets his wages directly from the employer, and includes:
- (i) any employee sent on deputation or Secondment to any other Group Company in India or abroad.
- (ii) any person engaged as an apprentice, not being any apprentice engaged under the Apprentice Act, 1961 or under the standing orders of the Company.
- Xi **"LEAVE"** means any kind of leave recognized by the MSPGCL, MSETCL, MSEDCL & MSEB Holding Co. Ltd. Employee's Service Regulation.
- Xii **"GOVERNMENT"** means the Government of Maharashtra.
- Xiii **"SUBSCRIPTION"** means the amount deducted from the emoluments of an employee as provided in Act and/or the amount paid by an employee in accordance with Act subject to the limits prescribed in Act, but does not include amounts paid and/or credited by the MSPGCL, MSETCL, MSEDCL & MSEB Holding Co. Ltd. to a subscriber's account as employer's contribution.

**Chairman of the
MSEB's C.P.Fund Trust**

**Secretary of the
MSEB's C.P.Fund Trust**

- Xiv **"SECRETARY"** means the secretary of the Trust which is authorized by the Company to discharge the duties and functions obligatory under these Regulation.
- Xv **"EMPLOYER"** means **MSPGCL, MSETCL, MSEDCL & MSEB HOLDING CO. LTD.** and includes its Branches/Departments whether situated at same place or different places and shall mean.
- (i) in relation to an establishment, which is a factory, the owner or occupier of the factory; including the agent of such owner or occupier, the legal representative of a deceased owner or occupier and, where a person has been named as manager of the factory under clause (b) of sub-section (1) of section 7 of the Factories Act, 1948 (63 of 1948) , the person so named; and
- (ii) in relation to any other establishment, the person who, or the authority, that has the ultimate control over the affairs of the establishment and where the said affairs are entrusted to a manager, managing director or managing agent such manager, managing director or managing agent.
- xvi. **"FAMILY"** shall means
- i) In the case of male member, his wife, his children, whether married or unmarried, his dependent parents and his deceased son's widow and children.
- Provided that if a member proves that his wife has ceased, under the Customary Law of the community to which the spouse belong, to be entitled to maintenance he shall no longer be deemed to be a part of the member's family for the purpose of this Scheme, unless the member subsequently intimated by express notice in writing to the Trust that she shall continue to be so regarded; and
- ii) In the case of a female member, her husband, her children whether married or unmarried, her dependent parents, her husband's dependent parents, her deceased son's widow and children.
- Provided that if a member by notice in writing to the Trust express her desire to exclude her husband from the family, the husband and his dependent parents shall no longer be deemed to be a part of the member's family for the purpose of this Scheme, unless the member subsequently cancels in writing any such notice.
- xvii. **"FUND"** means the Provident Fund established under these Rules (**viz. "MAHARASHTRA STATE ELECTRICITY BOARD'S CONTRIBUTORY PROVIDENT FUND"**) and will include all moneys, securities, investments and other assets and also all investments for the time being made out of the said moneys and other assets.
- xviii. **"GOVERNMENT SECURITY"** shall have the meaning assigned to it in the Public Debts Act, 1944 (XVIII of 1944).
- xix. **"INCOME TAX ACT"** and **"INCOME TAX RULES"** means the Income Tax Act, 1961 and Income Tax Rules, 1962 as amended from time to time and for the time being in force.
- xx. **"MEMBER"** means a member of the Provident Fund.
- Xxi** **"MONTH"** means Calendar Month in accordance with the English Calendar,

Chairman of the
EB's C.P.Fund Trust

Secretary of the
MSEB's C.P.Fund Trust

- xxii. **"RULES"** means **MAHARASHTRA STATE ELECTRICITY BOARD'S CONTRIBUTORY PROVIDENT FUND RULES.**
- xxiii. **"SALARY"** shall mean basic salary and shall include Dearness Allowance, retaining allowance & cash value of food concessions, if any, and shall exclude all other allowances and perquisites.
- xxiv. **"SCHEME"** means the Employees' Provident Fund Scheme, 1952, The Employees' Pension Scheme, 1995, The Employees' Deposit Linked Insurance Scheme, 1976 framed under the Employees Provident Fund and Miscellaneous Provisions Act, 1952.
- xxv. **"TRUST DEED"** means the Instrument of Trust executed by the Company.
- xxvi. **"TRUSTEE"** means the members of the Board of Trustees are duly appointed according to Rules and shall mean each or any one of the Trustees.
- xxvii. **"YEAR"** means the Financial Year of the fund commencing from the 1st day of April.

Words importing the masculine include the feminine words, importing the plural include the singular and vice versa.

All other words and expressions, which are not defined herein, shall have the same meaning respectively assigned to them in the Act and in the Scheme framed thereunder.

The Headline of each clause shall not affect the construction thereof.

**Chairman of the
MSEB's C.P.Fund Trust**

**Secretary of the
MSEB's C.P.Fund Trust**

CHAPTER-II
CONSTITUTION AND MANAGEMENT OF THE FUND

RULE 3: - MANAGEMENT:

The Management of the Fund shall be vested in a Board of Trustees under a trust, which shall not be revocable save with the consent of all the beneficiaries and prior approval of the Regional Provident Fund Commissioner, Mumbai.

i. **CONSTITUTION:**

The Employer of an Establishment recognized u/r 3(1) of Part A of Schedule IV to the Income Tax Act, 1961 (43 of 1961) and exempted under the Employees' Provident Fund Scheme, 1952 shall constitute a Board of Trustees (hereinafter referred to as the Board) in the manner hereinafter provided.

ii. **NUMBER OF MEMBERS:**

a) The Board of Trustees shall consist of an equal number of representatives of the employer and employees. The number of Trustees on a Board shall be so fixed as to afford, as far as possible, representation to employees in branches/departments of establishments.

Provided that the number of Trustees on the Board shall be neither less than **four** nor more than **twelve**.

b) Employer's Representatives:

The Employer shall nominate its representative from amongst the officers employed in managerial or administrative capacity in the establishment.

c) Election of Employees' Representatives:

The representatives of the employees' shall be elected by the members of the fund in an election to be held for the purpose on any working day.

PROVIDED that wherever there is a Recognised Employees' Union under code of the discipline or under any act, such union shall nominate the Employees' Representatives.

PROVIDED in case there are more than one recognised Trade Union (Recognised by the employers) in one establishment the procedure of election of members of Board of Trustees shall be followed as prescribed under the Rules.

PROVIDED further that wherever there is no recognised Employees' Union under code of discipline or under any Act and more than one Registered Unions are functioning, only the union with largest number of members but with minimum of 15 percent membership shall have the right to nominate Employees' Representatives and in case there is only one Registered Union functioning, it shall have the right to the nominate the Employees' Representatives on the Board of Trustees provided it has a minimum of 15 percent membership.

PROVIDED further that in case no applications are received for the employees' trustee, Company shall nominate the employee representative who shall be selected out of the non-managerial staff.

**Chairman of the
MSEB's C.P.Fund Trust**

**Secretary of the
MSEB's C.P.Fund Trust**

d) Qualifications of candidates for election:

Any employee of the Company who is a member of the fund and who is not less than 21 years of age may, if nominated as hereinafter provided, be a candidate for election as an Employees' Representatives.

An outgoing trustee shall be eligible for re-election or re-nomination as the case may be.

e) Procedure for election:

Subject to provisions of Sub-clause 'c' of Rule No. 3(ii) if the election is required to be held, the employer shall fix a date for receiving the nomination forms from candidates for election as a Trustee. The employer shall also fix a date for withdrawal of nomination and date of election, which shall not be earlier than 3 days or later than 10 days after the closing of date for withdrawal of nominations. The date so fixed shall be notified to the members at least seven days in advance and shall be affixed on the notice board of the establishment.

This notice shall specify the number of seats to be filled by employee's Representatives. A copy of the said notice shall also be sent to the recognised Trade Union or Unions concerned as the case may be and to the Regional Provident Fund Commissioner, Mumbai.

The election notice and procedure shall be published / conducted in Hindi and English.

f) Nomination of candidates for election:

Every nomination shall be made in the prescribed form. Each nomination paper shall be signed by the candidate and the proposer and attested by atleast two members of the fund, other than the proposer and shall be delivered to the Company on or before the closing date fixed for receiving the nominations.

g) Scrutiny of Nomination Papers:

The Company shall scrutinise the nomination papers received under sub-clause (f) above, on the date following the last date fixed for withdrawing the nomination papers. The candidate or his nominee, the proposer or the attesting members may be present, if they so desire. The invalid nomination papers shall be rejected.

h) Voting in Election:

- 1) If the number of candidates who have been validly nominated is equal to the number of seats, all the candidates shall forthwith be declared duly elected.
- 2) If the number of candidates is more than the number of seats, voting shall take place on the date fixed for election.
- 3) The election shall be conducted by the Company in the presence of an officer deputed by the Regional Provident Fund Commissioner, if any.

4) Every member of the Fund shall have as many votes as there are seats to be filled on the Board provided that each such member shall be entitled to cast only one vote in favour of any one candidate.

5) The voting shall be by secret ballot.

iii. **CHAIRMAN OF THE BOARD:**

The employer shall be the Chairman of the Board of Trustees. In the event of equality of votes, the Chairman shall exercise a casting vote.

iv. **FILLING OF CASUAL VACANCIES:**

In the event of the Trustees elected or nominated, ceasing to be a Trustee during the tenure of the Board, his successor shall be elected or nominated, as the case may be, in the manner provided hereinbefore for election or nomination. Provided that the trustee(s) so elected shall hold office for the un-expired term of the Board of Trustees.

v. **CESSATION AND RESTORATION OF TRUSTEESHIP:**

A Trustee ceases to be a Trustee on the Board if he

- (a) ceases to be an employee of the establishment.
- (b) ceases to be member of the Provident Fund of the establishment.
- (c) incurs any of the dis-qualifications mentioned in Rule 3(vii); or
- (d) fails to attend three consecutive meetings of the board without obtaining leave of absence from the Chairman of the Board of Trustees.

Provided that the Chairman of the Board of Trustees may restore him to Trusteeship if he is satisfied that there were reasonable grounds for such absence.

vi. **PROVISION FOR RESIDUARY MATTERS:**

All matters not provided for in these Rules shall be regulated by the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 and Employees Provident Fund Scheme, 1952 framed thereunder and the decision of the Regional Provident Fund Commissioner shall be final.

vii. **DISQUALIFICATION OF TRUSTEES:**

1. A person shall be disqualified for being appointed as or being a Trustee of the Board.
 - (a) If he is declared to be of unsound mind by a competent court; or
 - (b) If he is an un-discharged insolvent; or
 - (c) Before or after the commencement of the Act he has been convicted for an offence involving moral turpitude; or

**Chairman of the
MSEB's C.P.Fund Trust**

**Secretary of the
MSEB's C.P.Fund Trust**

- (d) If he permanently leaves out of India; or
- (e) If he becomes incompetent or incapable to act for any reason whatsoever.

2. If any question arises whether any person is disqualified under Sub-Rule (1) it shall be referred to the Regional Provident Fund Commissioner and the decision of the Regional Provident Fund Commissioner on any such question shall be final and binding.

viii. **TERM OF OFFICE:**

The term of office of the Trustee shall be five years from the date of election or nomination. An outgoing Trustee shall be eligible for re-election or re-nomination.

Provided that a Trustee elected or nominated to fill the casual vacancy shall hold office for the remaining period of the terms of the Trustee in whose place he is elected or nominated.

ix. **RESIGNATION:**

A Trustee may resign his office by a letter in writing addressed to the Board and his office shall fall vacant from the date on which his resignation is accepted by the Board of Trustees.

If any Trustee leaves India for a period of six months or more without intimation to the Chairman he shall be deemed to have resigned from the Board.

x. **MEETINGS:**

a. The Trustees shall meet at such place and time as may be decided by the Chairman.

b. The Chairman whenever he thinks fit shall within 15 days of the receipt of requisition in writing from not less than one third of the members of the Board of Trustees call a meeting thereof.

xi. **NOTICE OF MEETING AND LIST OF BUSINESS:**

Notice of not less than 15 days from the date of posting containing the date, time and place of every ordinary meeting together with a list of business to be conducted at the meeting shall be sent to each Trustee present in India.

PROVIDED that when the Chairman calls a meeting for considering any matter, which in his opinion is urgent, a notice giving such reasonable time, as he may consider necessary shall be deemed sufficient.

The Board of Trustees shall meet at least once in every three months.

xii. **CHAIRMAN TO PRESIDE AT MEETING:**

The Chairman shall preside at every meeting of the Trustees at which he is present. If the Chairman is absent at any time, the Trustees shall elect one of their members to preside over the meeting and the Trustee so elected shall exercise all the powers of the Chairman at the meeting.

**Chairman of the
MSEB's C.P.Fund Trust**

**Secretary of the
MSEB's C.P.Fund Trust**

xiii. **QUORUM:**

At any meeting of the Board of Trustees, four trustees, two representing the employees and the other representing the employer, shall be a quorum. The majority may be treated as quorum provided at least one trustee is present from employees.

If at any meeting the number of trustees is less than the required quorum, the Chairman shall adjourn the meeting to the date not later than seven days from the date of the original meeting informing the trustees of the date, time and place of holding the adjourned meeting and it shall thereupon be lawful to dispose of the business at such adjourned meeting irrespective of the number of trustees present. *In case of any dispute or doubt, the matter shall be referred to the Regional Provident Fund Commissioner. The decision of the RPFC in the matter shall be final and binding.*

xiv. **DISPOSAL OF BUSINESS:**

Every question considered at a meeting of a Board shall be decided by a majority of the votes of the Trustees present and voting

Provided that the Chairman may, if he thinks fit, direct that any questions shall be decided by the circulation of necessary papers to the Trustees and by securing their opinions in writing. Any such questions shall be decided in accordance with the opinion of the majority of Trustees received within the time limit allowed and if the opinions are equally divided the opinion of Chairman shall prevail.

Provided further that any Trustee may request that the question referred to the Trustees for written opinion be considered at a meeting of the Board and thereupon the Chairman may and, if the request is made by not less than three Trustees shall direct that it be so considered.

If at a meeting of the Trustees, the opinion of the Representatives is equally divided, the Chairman may exercise a casting vote.

xv. **MINUTES OF THE MEETING:**

a. The Trustees shall cause proper Minutes to be kept and entered in a Minute Book and all their resolutions and proceedings and any such minutes of the Trustees signed by the Chairman of such meeting or by the Chairman of the next succeeding meeting shall be PRIMA FACIE evidence of the matters stated in such minutes.

b. The minutes of a meeting of the Board of Trustees showing inter alia the names of the Trustees present thereat shall be circulated to all Trustees present in India atleast three days before the date of the ensuing meeting. The minutes shall thereafter be recorded in a minute book as a permanent record.

xvi. **ABSENCE FROM INDIA:**

1. Before a Trustee leaves India: -

i) he shall intimate to the chairman of the Board, the dates of his departure from and expected return to India; or

**Chairman of the
MSEB's C.P.Fund Trust**

**Secretary of the
MSEB's C.P.Fund Trust**

- ii) if he intends to absent himself for a period longer than six months, he shall tender his resignation.
 2. If any Trustee leaves India for a period of six months or more without intimation to the Chairman of the Board he shall be deemed to have resigned from the Board of Trustee.
- xvii. **NOMINATION OF A SUBSTITUTE DURING THE ABSENCE OF A TRUSTEE / MEMBER OF THE BOARD:**
 1. If a Trustee is unable to attend any meeting of the Board, he may, by a written instrument signed by him, addressed to the Chairman of the Board and explaining the reasons for his inability to attend the meeting appoint any representative of the organisation which he represents on the Board as his substitute for attending that meeting of the Board in his place:
PROVIDED that no such appointment shall be valid unless:
 - i) such appointment has been approved by the Chairman of the Board and
 - ii) the instrument making such appointment has been received by the Chairman of the Board before the date fixed for the meeting.
 2. A substitute validly appointed under Sub-Rule (1) above shall have all the rights and powers of a Trustee or a member, in relation to the meeting of the Board, in respect of which he is appointed and shall be under obligations as if he were a Trustee or a member appointed under the Act and the Scheme respectively.
 3. A Trustee appointing a substitute for attending any meeting of the Board shall notwithstanding anything contained in this Rule, continue to be liable for the misappropriation or misapplication of the Fund by the substitute and shall also be liable for any act of misfeasance or non-feasance committed in relation to the Fund by the substitute appointed by him.
- xviii. **DIRECTIONS TO EMPLOYER:**

The Trustees may issue such directions to the employers generally as they may consider necessary or proper for the purpose of implementation of these Rules and it shall be the duty of the employer to carry out such directions.
- xix. **GUIDELINES FOR THE FUNCTIONING OF BOARD OF TRUSTEES:**

The Board of Trustees shall function as per guidelines contained in ['Annexure A'](#).
- xx. **APPOINTMENT OF SECRETARY:**

The Trustees may from time to time appoint one of the officers of the company to be Secretary of the Fund, who will act under the control & supervision of the Board of Trustees. The secretary shall have such powers as vested by the Trustees in the day-to-day functioning of the Trust.
- xxi. **TRUSTEES' CORRESPONDENCE:**

All correspondence in relation to the Management of the Fund may be conducted by any of the Trustees or by an officer authorised by the Trustees on behalf of all the Trustees. Receipts for money received by the Trust may be signed by the Secretary. Cheques issued from the Bank Account of the Fund may be drawn, signed and/or endorsed by any two Trustees on behalf of all the Trustees.

**CHAPETER III
MEMBERSHIP OF THE FUND**

RULE 4: - EMPLOYEES ENTITLED AND REQUIRED TO JOIN THE FUND:

- a) Every eligible employee of the Company shall be entitled and required to become a member of the Fund from the date of joining the Company.
- b) Every employee on becoming a member shall remain and continue to be a member until he withdraws his Provident Fund accumulations from the fund.
- c) Every employer shall on becoming member sign a declaration in the form set out in **Annexure 'B'**. Absence of such declaration will not, however, invalidate his membership.

RULE 5: - RETENTION OF MEMBERSHIP:

1. A member of the Fund shall continue to be a member until he withdraws under Rule 27 the amount standing to his credit in the Fund.

EXPLANATION:

In case of claim for refund by a member under Sub-Rule (2) of RULE 27 the membership of the fund shall be deemed to have terminated from the date the payment is authorised to him by the authority specified in this behalf by the Trustees irrespective of the date of claim.

2. Every eligible member employed as an employee in the Company shall contribute to the fund and the contribution shall also be payable by the employer. Such contribution shall be in accordance with rate specified in Rule 10.

RULE 6: - RESOLUTION OF DOUBTS:

If any question arises whether an employee is entitled or required to become or to continue as a member or as regards the date from which he is so entitled or required to become a member the same shall be referred to the Regional Provident Fund Commissioner and the decision thereon of the Regional Provident Fund Commissioner, Mumbai shall be final and shall be binding on all.

PROVIDED that no decision shall be given unless both the employers and the employees have been heard.

RULE 7: - TRANSFER AND ACCEPTANCE OF ACCOUNTS:

- a. Amounts standing to the credit of a member in the fund shall, when he leaves the services of the Company and obtains re-employment in another Establishment to which the Act applies, be transferable in full to his credit to the Provident Fund established in the other establishment where a member of this Fund is employed.

PROVIDED further that if he is re-employed in any other Establishment to which the Act does not apply but where there is a private Provident Fund recognized under the Income Tax Act, 1961 or to which the Employees' Provident Fund Act 1952 applies, his accumulation shall also be transferable in full without any forfeiture to the credit of his account in the Fund of the Establishment in which he is employed provided the Employee asks for it and the Rules in relation to that Provident Fund permit such transfer.

**Chairman of the
MSEB's C.P.Fund Trust**

**Secretary of the
MSEB's C.P.Fund Trust**

- b. If any member comes from an Establishment wherein the Act is in operation or where such Factory/Establishment is exempted by the Government from operation of the Scheme or where a class of employee is exempted under Para 27A of the Scheme or where employees are exempted under para 27 of the scheme and joins the service of the Company, the Board of Trustees of the Fund shall accept the PF accumulations standing to his credit in his previous P.F. Account and he shall be entitled and required to contribute to the Fund from the date of his joining the service of the Company.
- c. The provisions of sub-para (a) and (b) above will also apply to the credit of an employee in the Provident Fund who is transferred from the Company with proper permission to take up an appointment under the Government of India or under a body corporate owned or controlled by the Government or when an employee is appointed on transfer in the Company without any break from the service under the Government of India, or Government. This amount, standing to the credit of P.F. of such a member will not be paid to him but shall be transferred, with the consent of the Government or that body to the P.F. Account under the Government or that body, as the case may be. Transfers shall include cases of resignation from service under the Government of India, a body corporate owned or controlled by Government without any break to the service and with proper permission of the Company/Government of India/body corporate owned or controlled by Government as the case may be. The time taken to join the new post shall not be treated as a break in services if it does not exceed the joining time admissible to an employee under the Rules by which he is governed at the time of his transfer from one post to another.

RULE 8: - DECLARATION BY PERSONS ALREADY EMPLOYED AT THE TIME OF INSTITUTION OF THE FUND:

Every person who is required or entitled to become a member of the Fund shall be asked forthwith by the employer to furnish and shall on such demand, furnish to him for communication to the Trustees, particulars concerning himself and his nominee required for the Declaration Form. The employer shall enter particulars in the Declaration Form and obtain the signature or thumb-impression of the person concerned.

RULE 9: - DECLARATION BY PERSON TAKING UP EMPLOYMENT AFTER THE FUND HAS BEEN ESTABLISHED:

The employer shall before taking any person in his employment ask him to state in writing whether or not he is a member of any Provident Fund and if he is, ask for the Account Number and/or the name and particulars of the last employer. If he is unable to furnish the Account Number he shall require such person to furnish and such person shall on demand furnish to him for communication to the Trustees, particulars regarding himself and his nominees required for the Declaration Form and obtain the signature or thumb impression of the person concerned. Such declaration shall be made in the form prescribed in **Annexure 'C'**.

Provided that in case of any such employee who has become a member of the Pension Fund under the Employees' Pension Scheme, 1995, the aforesaid Declaration Form shall also contain such particulars as are necessary to comply with the requirement of that Scheme.

**Chairman of the
MSEB's C.P.Fund Trust**

**Secretary of the
MSEB's C.P.Fund Trust**

CHAPTER-IV

CONTRIBUTION

RULE 10: - 1. EMPLOYER'S CONTRIBUTION:

The contribution payable by the employer under these Rules shall be at the rate of 12% of the basic salary & dearness allowance including the Cash Value of any food concession payable to each employee to whom these Rules apply or such other rate as amended from time to time.

From and out of contribution payable by employer in each month under these rules, a part of contribution representing 8.33% of Basic, Dearness allowance, Retaining allowance, Cash value of food concession, if any, shall with effect from date of joining the company, subject to maximum of Rs. 541/- p.m., shall be remitted by the employer to Employees' Pension Fund or such other rate as amended from time to time.

2. MEMBERS' CONTRIBUTION:

- a. Every member shall contribute monthly to the Fund.
- b. If a member is transferred to Foreign Service or sent on deputation he shall remain subject to the Rules of the fund in the same manner as if he were not so transferred or sent on deputation.
- c. The contribution payable by the employee under these Rules shall be @12% of his monthly basic pay, dearness allowance, Retaining allowance, cash value of food concession, if any, with effect from his date of joining.
- d. In addition to the rate of contribution specified in Sub-Rule (c) above an employee may voluntarily contribute by submitting application in **Annexure 'D'**, a further sum, which shall be a fixed percentage of salary not exceeding 100% of the salary as reduced by the statutory contribution, subject to the condition that employer shall not be under an obligation to pay any contribution over & above his contribution payable under these rules. However, the members will be allowed to alter their rate of voluntary contribution within a Financial year.

3. For the purpose of calculation of the contribution payable under Sub-Rule (1) and (2) above the salary of the employees including the basic salary & dearness allowance shall be rounded to the nearest rupee and fraction of a rupee less than 50 paise to be ignored.

4. Each contribution shall be calculated to the nearest Rupee. Fifty paise or more to be counted as the next higher rupee and fraction of a rupee less than 50 paise to be ignored.

5. All contributions whether made by the member or by the company in respect of that member shall be credited to the member's individual account in the Fund.

RULE 11: - EMPLOYER'S SHARE NOT TO BE DEDUCTED FROM THE MEMBERS:

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

**Chairman of the
MSEB's C.P.Fund Trust**

**Secretary of the
MSEB's C.P.Fund Trust**

RULE 12:- BAR TO RECOVERIES BY EMPLOYER

DELETED

RULE 13: - RECOVERY OF A MEMBER'S SHARE OF CONTRIBUTION:

1. The amount of member's contribution paid by the Employer / Contractor shall not withstanding the provisions in these Rules or any law for the time being in force or any contract to the contrary be recoverable by means of deductions from the salary/wages of the member and not otherwise.

PROVIDED that no such deduction may be made from any salary other than that which is paid in respect of the period or part of the period in respect of which the contribution is payable.

PROVIDED further that where no such deduction has been made on account of an accidental mistake or a clerical error, such deductions may be made from the subsequent salary.

2. Any sum deducted by an employer from the salary of an employee under these Rules shall be deemed to have been entrusted to him for the purpose of paying the contribution in respect of which it was deducted.

RULE 14: - MODE OF PAYMENT OF CONTRIBUTIONS TO THE FUND:

The employer shall before paying the member his salary in respect of any period or part of period for which contributions are payable, deduct the member's contribution from his salary which together with Employer's contribution, shall be paid by the employer to the Board of Trustees of the Fund within fifteen days of the close of every month. Failing which the company shall be liable for the payment of penal damages as well as simple interest at the rates specified by the Regional Provident Fund Commissioner in this behalf.

**CHAPTER IV
ADMINISTRATION OF THE FUND, INVESTMENTS, ACCOUNTS AND AUDIT**

RULE 15: - EXPENSES OF ADMINISTRATION OF THE FUND:

All the expenses involved in the administration of the Fund including the maintenance of accounts, submission of returns, transfer of accumulations, audit fees, inspection charges payable under the Act and any other similar nature of expenses shall be borne by the Company. The expenses incurred by the Employer in connection with the administration of the Provident Fund should not be claimed as admissible deductible expenses while computing the income under the head profits and gains of the business of the Employer under the Income Tax Act, 1961.

The employer shall within 15 days of the date of every month pay the inspection charges @ 0.18% of the basic wages, D.A., cash value of any food concession & retaining allowances, if any or such rate as may be fixed by central office.

No Trustees shall accept any fees, salary or recompense of any sort in respect of the administration of the Fund.

The Employer shall make good any other loss that may be caused to the Provident Fund due to theft, burglary, defalcation, mis-appropriation or any other reason.

**Chairman of the
MSEB's C.P.Fund Trust**

**Secretary of the
MSEB's C.P.Fund Trust**

RULE 16: - THE TRUSTEES TO OPERATE THE FUND:

The operation and management of the Fund is exclusively and solely in the hands of the Trustees, whose decision on all matters shall be conclusive and binding upon all parties.

RULE 17: - INVESTMENTS:

All monies received by the Trustees by way of Provident Fund Contribution, interest or otherwise reduced by obligatory outgoing towards settlement of claims and grant of advance to the members shall be invested in the name of the Fund before the end of the month. The investments shall be made in accordance with the pattern of investment prescribed by the Government of India from time to time. The conversion / re-conversion and Sale of Securities before maturity shall be effected with the prior approval of the Regional Provident Fund Commissioner.

EXPLANATION:

1. For the purpose of the Balance Sheet, valuation of Securities shall be made on the basis of the cost at which the Securities were purchased.
2. The Trustees may raise the money in the event of paucity of the Fund by Sale / Realization of Securities with the prior approval of the Regional Provident Fund Commissioner.
3. The Securities shall be obtained in the name of the Trust and shall be kept in the safe custody of a scheduled Bank under the credit control of the Reserve Bank of India.
4. The Securities shall be obtained in the name of the Trust and the securities so obtained should be in dematerialised (DEMAT) form and in case the required facility is not available in the areas where the trust operates, the Board of Trustees shall inform the Regional Provident Fund Commissioner concerned about the same.
5. The DEMAT Account should be opened through depository participants approved by Reserve Bank of India and Central Government in accordance with the instructions issued by the Central Government in this regard.
6. The cost of maintaining DEMAT account should be treated as incidental cost of investment by the Trust. Also all types of cost of investments like brokerage for purchase of securities etc. shall be treated as incidental cost of investment by the Trust
7. Failure to make the investments as per directions of the Government shall make the Board of Trustees severally and jointly liable to surcharge as may be imposed by the Central Provident Fund Commissioner or his Representatives.
8. The Board of Trustees shall maintain a script wise Register and ensure timely realization of interest and redemption proceeds.
9. Once in every year the Securities should be scrutinized by the Trustees and their findings recorded in the minutes of meetings.

**Chairman of the
MSEB's C.P.Fund Trust**

**Secretary of the
MSEB's C.P.Fund Trust**

10. All such investments made, like purchase of securities and bonds, should, be lodged in the safe custody of depository participants, approved by Reserve Bank of India and Central Government, who shall be the Custodian of the same. On closure of establishment or liquidation or winding up of the Trust Fund or cancellation of exemption from EPF Scheme, 1952, such custodian shall transfer the investment obtained in the name of the Trust and standing in its credit to the RPFC concerned directly on receipt of request from the RPFC concerned to that effect.
11. The exempted establishment shall intimate, to the RPFC concerned the details of depository participants (approved by Reserve Bank of India and Central Government), with whom and in whose safe custody, the investments made in the name of trust, viz., investments made in securities, bonds, etc. have been lodged. However, the Board of Trustees may raise such sum or sums of money as may be required for meeting obligatory expenses such as settlement of claims, grant of advances as per rules and transfer of member's P.F. accumulations in the event of his / her leaving service of the employer and any other receipts by sale of the securities or other investments standing in the name of the Fund subject to the prior approval of the Regional Provident Fund Commissioner.

RULE 18: - BANK ACCOUNT:

All monies received by the Trustees on account of the Fund pending investment shall forthwith be paid into Saving Bank Account in the name of Fund and under the control of the Trustees with a Scheduled Bank, Nationalized bank and private bank. All monies to the credit of such bank account shall be dealt with only in accordance with these Rules. The control of and information relating to the Bank Account shall be exclusively with the Trustees. The cheques drawn on such Bank Account shall be signed by two Trustees, authorised by the Board of Trustees in this behalf, one being the Employees' Trustee.

RULE 19: - ACCOUNTS AND VALUATION:

- a. The accounts of the Provident Fund shall be prepared at the interval of not more than twelve months and accounts shall be maintained for each subscriber to the fund and it shall include the particulars shown in Form No. 41.
- b. The Trustees shall cause a separate account to be kept in respect of each members showing member's contribution, allocations and accretions thereto and Company's contributions, allocations and accretions thereto as prescribed by Rule 74 of the Income Tax Rule, 1962.
- c. The Trustees shall open an account in the books of the Fund to be called "Interest Account".
- d. All interest and other income realized and net profits and losses if any from the sale of investment shall be credited or debited as the case may be to "Interest Account". Brokerage, commission, incentive or bonus or other pecuniary rewards given by any financial or other institutions for the investment made by the Trust shall be credited to the "Interest Account".
- e. The Credit Balance to the "Interest Account" at the end of the year shall be allocated to the members' account as interest for the year; any balance left over shall be transferred to '**Surplus Account**'.

**Chairman of the
MSEB's C.P.Fund Trust**

**Secretary of the
MSEB's C.P.Fund Trust**

RULE 20: - INTEREST:

1. The Trustees shall credit to the Account of each member interest at such rate as may be determined by them according to the income accrued and due on investments as on 31st March. But the rate of interest determined under these Rules shall not be less than the rate prescribed under paragraph 60 of the EPF Scheme, 1952, from time to time by the Government. The shortfall, if any, shall be made good by the Company.
2. a. The interest shall be credited to the members' account on monthly running balances basis with effect from the last day in each year in the following manner:
 - i) on the amount at the credit of a member on the last day of the preceding year, less any sums withdrawn during the current years-interest for twelve months;
 - ii) on sums withdrawn during the current year-interest from the beginning of the current year up to the last day of the month preceding the month of withdrawal;
 - iii) on all the sums credited to the member's account after the last day of the preceding year-interest from the first day of the month succeeding the month credit to the end of the current year;
 - iv) the total amount of interest shall be rounded to the nearest whole rupee (fifty paise counting as the next higher rupee).
- b. In the case of claim for the refund under Rule 27 or 28 interest shall be payable upto the end of the month preceding the date on which the final payment is authorised irrespective of the date of receipt of the claim from the claimant concerned.

Provided that interest up to and for the current month shall be payable on the claims which are authorised on or after the 25th day of a particular month along with actual payment after the end of the current month:

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.

PROVIDED that the rate of interest to be allowed on claims for refund for the broken currency period shall be the last declared rate on Employees' Provident Fund and if the rate declared for any current year happens to be less than the previous year's declared rate, then it would accrue as bonus to the outgoing members & it shall be incorporated into calculation for deriving the current year's rate of interest at the end of the year and the claims settled under this proviso shall be final.
3. The aggregate amount of interest credited to the account of the members shall be debited to "Interest Account".
4. In determining the Rate of Interest the Trustees shall satisfy themselves that there is no overdrawal on the Interest Account as a result of the debit thereto of the interest credited to the accounts of members, subject to Rule 20(1).

**Chairman of the
MSEB's C.P.Fund Trust**

**Secretary of the
MSEB's C.P.Fund Trust**

5. The Trustees shall before the close of the financial year declare the rate of interest for the succeeding year.
6. Interest shall not be credited to the account of a member from the date on which it has become Inoperative Account under the provisions of sub-rule (6) of Rule 30.

RULE 21: - ANNUAL STATEMENT OF MEMBER'S ACCOUNT:

1. The Board of Trustees shall issue an annual statement of accounts or pass books to every employee within Six months of the close of financial / accounting year free of cost once in the year. Additional printouts can-be made available as and when the members want, subject-to nominal charges. In case of passbook, the same shall remain in custody of employee to be updated periodically by the Trustees when presented to them.
2. Members should satisfy themselves as to the correctness of the annual statement and any error should be brought to the notice of the Trustees within six months of the receipt of the Statement.
3. The employer shall make necessary provisions to enable all the members to be able to see their account Balance from the computer terminals as and when required by them.

RULE 22: - INSPECTION OF ACCOUNT:

Any member making a request in this behalf to the Trustees shall be permitted to inspect his account himself or to have the same inspected by any person duly authorised by him in writing to do so, within 7 hours of making such a request provided that no such request shall be entertained more than once in a period of two calendar months.

The Board of Trustees shall afford facilities for inspection of the accounts of the fund to the Regional Provident Fund Commissioner or his representatives.

RULE 23: - AUDIT:

- a. The account of the provident Fund maintained by the Board of Trustees shall be subject to audit by a qualified independent Chartered Accountant annually. Such auditor shall be qualified under Section 6 of the Companies Act, 1956 or any statutory modifications of re-enactment thereof. Where considered necessary, the CPFC or the RPFC in-charge of the region shall have the right to have the accounts re-audited by any other qualified auditor and the expenses so incurred shall be borne by the employer
1. A copy of the Auditor's report along with the audited balance sheet should be submitted to the RPFC concerned by the Auditors directly within-six months after the closing of the financial year from 1st April to 31st March. The format of the balance sheet and the information to be furnished in the report shall be as prescribed by the Employees' Provident Fund Organisation and made available with the RPFC Office in electronic format as well as a signed hard copy.
2. The same auditors should not be appointed for two consecutive years and not more than two years in a block of six years.

**Chairman of the
MSEB's C.P.Fund Trust**

**Secretary of the
MSEB's C.P.Fund Trust**

CHAPTER-VI

NOMINATION, PAYMENTS AND WITHDRAWALS FROM THE FUND

RULE 24: - NOMINATION:

1. Each member shall make in his declaration in Form 2 annexed hereto as '**Annexure E**', a Nomination conferring the right to receive the amount that may stand to his credit in the Fund in the event of his death before the amount standing to his credit has become payable, or where the amount has become payable before payment has been made. The Nomination form shall contain all the particulars of Form 40-A.
2. A member may in his Nomination distribute the amount standing to his credit in the Fund amongst his Nominees at his own discretion.
3. If a member has a family at the time of making a Nomination, the Nomination shall be in favor of one or more persons belonging to his Family. Any Nomination made by such member in favor of a person not belonging to his Family shall be invalid.
4. If at the time making a Nomination the member has no Family, the Nomination may be in favour of any person or persons but if the member subsequently acquires a family, such Nomination shall forthwith be deemed to be invalid and the member shall make a fresh Nomination in favour of one or more persons belonging to his family.
5. Where the Nomination is wholly or partly in favour of a minor, the member may, for the purpose of this Rule, appoint a major person of his family as defined in Clause (xi) of Rule 2 to be the Guardian of the minor Nominee in the event of the member predeceasing the Nominee and the Guardian so appointed.
PROVIDED that where there is no major person in the family, the member may at his discretion appoint any other person to be a Guardian of the Minor Nominee.
6. A nomination made under Sub-Rule (1) may at any time be modified by a member after giving a written notice of his intention of doing so in Form annexed hereto. If the Nominee predeceases the member the interest of the nominee shall revert to the member who may make a fresh Nomination in respect of such interest.
7. A Nomination or its modification shall take effect to the extent that is valid on the date on which it is received by the Trustees.

RULE 25 :- WITHDRAWALS FROM THE FUND:

No member shall be permitted to make withdrawals of any part of the money for the time being standing to the credit of his account but the Trustees or any other officer authorised by the Trustees in this behalf may allow a member to make a non-refundable withdrawal from and out of the amount standing to the credit of the member in the Fund, for any of the purposes specified in para 62 to 68 (O) of the Employees' Provident Fund Scheme, 1952. The details incorporated in para 62 to 68(O) is annexed and marked as **Annexure 'F'**.

Chairman of the
MSEB's C.P.Fund Trust

Secretary of the
MSEB's C.P.Fund Trust

RULE 26: - AMOUNT WITHDRAWN BUT NOT REPAID MAY BE DEEMED AS INCOME:

Where the amount withdrawn is not utilised for the purpose for which it is withdrawn, the Commissioner may at his discretion order that the amount of the withdrawal or the amount outstanding shall be added to the total income of the employee for the year in which the default occurs or the withdrawn amount is finally held not to have been utilised for the purpose for which it is withdrawn, and the Income-tax Officer shall assess the employee accordingly.

RULE 27: - CIRCUMSTANCES IN WHICH ACCUMULATIONS IN THE FUND ARE PAYABLE TO A MEMBER:

1. A member may withdraw the full amount standing to his credit in the Fund.
 - a. On retirement from the service after attaining the age of 55 years or for taking employment abroad. Provided that a member, who has not attained the age of 55 years at the time of termination of his service, shall also be entitled to withdraw the full amount standing to his credit in the Fund if he attains the age of 55 years before the payment is authorised.
 - b. On retirement on account of permanent and total incapacity for work due to bodily or mental infirmity, duly certified by the Medical Officer of the Company, or where the Company has no regular medical officer, by a registered medical practitioner designated by the Company.
 - c. Immediately before migration from India for permanent settlement abroad or for taking employment abroad.
 - d. On termination of service in the case of mass or individual retrenchment.
 - dd. On termination of service under a Voluntary Scheme of Retirement framed by the Employer and Employees under a mutual agreement specifying, inter alia, that notwithstanding the provisions contained in Sub-Clause (a) of Clause (oo) of Section 2 of the Industrial Disputes Act, 1947 excluding voluntary retirements from the scope of definition of "RETRENCHMENT" such voluntary retirements shall for the purpose be treated as retrenchments by mutual consent of the parties.
 - e. In any of the following contingencies, provided the actual payment shall be made only after completing a continuous period of not less than two months immediately preceding the date on which a member makes the application for withdrawal: -
 - i. Where a factory or other establishment of the Company is closed but certain employees who are not retrenched are transferred by the employer to other Factory or establishment, not covered under the Act.
 - ii. Where a member is transferred from the Company to another Factory or other establishment not covered under the Act, but is under the same employer, and
 - iii. Where a member is discharged and is given retrenchment compensation under the Industrial Disputes Act, 1947 (14 of 1947).

**Chairman of the
MSEB's C.P.Fund Trust**

**Secretary of the
MSEB's C.P.Fund Trust**

- 1.A. For the purpose of Clause (b) of Sub-Rule (1) above;
- i. Where an Establishment has been closed, the Certificate of any Registered Medical Practitioner may be accepted.
 - ii. Where there is no Medical Officer in the establishment the Employer shall designate a Registered Medical Practitioner stationed in the vicinity of the Establishment.

PROVIDED that where by mutual agreement of Employers and Employees, a Medical Board exists for any Establishment or a Group of Establishments a Certificate issued by such Medical Board may also be accepted for the purpose of this Rule.

PROVIDED it shall be opened to the Trustees to demand from the member a fresh certificate from the Civil Surgeon or any Doctor acting on his behalf where the original certificate produced by him gives rise to suspicion regarding its genuineness.

PROVIDED further that the entire fee of the Civil Surgeon or any Doctor acting on his behalf shall be paid from the Fund in case the findings of the Civil Surgeon or any Doctor acting on his behalf agrees with the original certificate, and that where such findings do not agree with the original certificate, only half of the fees shall be paid from the Fund and the remaining half shall be debited to the member's account.

- iii. A member suffering from Tuberculosis or Leprosy or Cancer even if contracted after leaving the services of the Company on grounds of illness but before payment has been authorised shall be deemed to have been permanently or totally incapacitated for work.
2. In case other than those specified in Sub-Rule (1) above, the Trustees may permit a member to withdraw the full amount standing to his credit in the Fund, if
- a. He being a National of a country other than India is leaving India at least for a year, or
 - b. He has not been employed in any Factory or other Establishment to which the Act applies for a continuous period of not less than two months immediately preceding the date on which he makes the application for withdrawal.

PROVIDED that the requirement of two months waiting period shall not apply in cases of female members, resigning from service of the Establishment for the purpose of getting married.

3. Any member who withdraws the amount due to him under Sub-Rule (2) shall, on obtaining re-employment in the Company, or in a Factory or other Establishment to which the Scheme applies, be required to qualify again for the membership of the Fund and on qualifying for membership, shall be treated as a fresh member thereof.
4. Settlement of accounts (including transfer of accumulations to another Provident Fund) should require authorisation of a Secretary & a Trustee. Settlements should be checked by the Auditors of the Fund.

Chairman of the
MSEB's C.P.Fund Trust

Secretary of the
MSEB's C.P.Fund Trust

5. Where the accumulated balance due to an Employee who has ceased to be an Employee is retained in the Fund in accordance with the preceding clause, the Fund may consist also of interest in respect of such accumulated balance.

RULE 28: - ACCUMULATION OF A DECEASED MEMBER - TO WHOM PAYABLE:

On the death of a member, before the amount standing to his credit has become payable, or where the amount has become payable, before payment has been made.

- i) If a Nomination made by the member in accordance with Rule 24 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, or
- ii) If no Nomination subsists, or if Nomination relates only to a part of the amount standing to his credit in the Fund, the whole amount or the part thereof to which the Nomination does not relate as the case may be, shall become payable to the members of his Family in equal shares.

PROVIDED that no share shall be payable to

- 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:

If there is any member of the Family other than those specified in clause (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 the members 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.

EXPLANATION:

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

RULE 29: - PAYMENT OF PROVIDENT FUND ACCUMULATIONS IN THE CASE OF A PERSON CHARGED WITH THE OFFENCE OF MURDER:

1. If a person, who in the event of the death of a member of the fund is eligible to receive provident fund accumulations of the deceased member under Rule 28, is charged with the offence of murdering the member or abetting in the commission of such offence, his claim to receive the share of provident fund shall remain suspended till the conclusion of the criminal proceedings initiated against him for such offence.
2. If on the conclusion of the criminal proceedings referred to in sub para (1), the person concerned is

**Chairman of the
MSEB's C.P.Fund Trust**

**Secretary of the
MSEB's C.P.Fund Trust**

- a) Convicted for the murder or abetting the murder of the member, he shall be debarred from receiving the share of provident fund accumulations which shall be payable to other eligible members if any, of the deceased member or
- b) Acquitted of the murdering or abetting the murder of the member, his share of the provident fund shall be payable to him.

RULE 30: - PAYMENT OF PROVIDENT FUND:

1. When the amount standing to the credit of member becomes payable it shall be the duty of the Trustees to make prompt payment as provided in these Rules. In case there is no Nominee in accordance with these Rules or there is no person entitled to receive such amount under Sub-Rule (ii) of Rule 28, the Trustees may if the amount to the credit of the Fund does not exceed Rs.10,000/- and if satisfied after enquiry about the title of the claimant, pay such amount to the claimant.
2. If any portion of the amount which has become payable, is in dispute or doubt, the Trustees shall make prompt payment of that portion of the amount in regard to which there is no dispute or doubt, the balance being adjusted as soon as may be possible.
3. If the person to whom any amount is to be paid under these Rules is a minor for whose estate a Guardian under the Guardian and Wards Act, 1890 (8 of 1890) has been appointed the payment shall be made to such Guardian. Where no Guardian under the Guardian and Wards Act, 1890 (8 of 1890) has been appointed the payment shall be made to the Guardian, if any appointed under Sub-Rule (5) of Rule 24. Where no Guardian under the Guardian and Ward Act, 1890 (8 of 1890) or under Sub-Rule (5) of Rule 24 has been appointed the payment shall be made to the Natural Guardian and in absence of the Natural Guardian to such person as the Trustee, where the amount does not exceed Rs.20,000/- or the Chairman of the Board of Trustees where amount exceeds Rs.20,000/- considers to be the proper person representing the minor and the receipt of such person for the amount paid shall be a sufficient discharge thereof.
- 3A. If the person to whom any amount is to be paid under these Rules is a lunatic for whose estate a Manager under the Indian Lunacy Act 1912 (4 of 1912) has been appointed the payment shall be made to such Manager. If no such Manager has been appointed the payment shall be made to the Natural Guardian of the lunatic and in the absence of any such Natural Guardian to such person as the Trustee, where, the amount does not exceed Rs.20,000/- consider to be the proper person representing the lunatic and the receipt of such person for the amount paid shall be a sufficient discharge thereof.
4. If it is brought to the notice of the Trustees that a posthumous child is to be born to the deceased member they 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 Rule 28.
5. a. The Employer shall at the time when a member of the Fund leaves the service be required to get the claim application for payment of Provident Fund in cases specified in Clause (a) and (dd) to Sub-Rule (1) and Clause (a) of Sub-Rule (2) of Rule 27, duly filled in and attested and to forward the said application to the Trustees or Secretary or any other officer authorised by them in this behalf.

**Chairman of the
MSEB's C.P.Fund Trust**

**Secretary of the
MSEB's C.P.Fund Trust**

- b. The Employer shall at the time when a member of the Fund leaves the service, be required to get the claim application for payment of Provident Fund in cases specified in Clause (e) of Sub-Rule (1) and Clause (b) of Sub-Rule (2) of Rule 27 duly filled in and attested and to give the said application to the member for submission on completion of the period specified in Clause (b) of Sub-Rule (2) of Rule 27, provided the member continues to remain unemployed in a factory or the establishment to which the Act applies either through post or person with proper identification, to the Trustees or Secretary any other officer authorised by them in this behalf.
- c. The Employer shall on the death of the member and on receipt of an Application for receiving the amount standing to the credit of such member forward forthwith the said application to the Trustees or Secretary or any other Officer authorised by them in this behalf.
- d. If the Applicant is unable to send the Application through the Employer or duly attested by him for any reason wheresoever he may forward it to the Trustees or Secretary or any other officer authorised by them in this behalf and wherever necessary, the Trustees or Secretary or any officer authorised by them in this behalf may forward such application to the Employer and the Employer shall be required to return it within five days of its receipt.
- e. The payment may be made in the option of the person to whom payment is to be made....
 - (1) by a Postal Money Order, or
 - (2) by Deposit in the payees Bank Account in any Scheduled Bank or any Co-operative Bank (including the Urban Co-operative Banks) or any Post Office or
 - (3) by Deposit in the Payees name the whole or part of the amount in the form of Annuity Term Deposits Scheme in the Nationalised Bank, or
 - (4) through the Employer.

PROVIDED that the Provident Fund amount payable by Postal Money Order shall be to the extent of maximum Rs. 2000/-. Any payment of benefit above Rs.2000/- under the scheme shall be remitted through Cheque only. Where the amount payable by Postal Money Order exceeds Rs.500/- it shall be remitted at the cost of the payee.

- 6. Any amount becoming due to a member as a result of
 - i. Supplementary contribution from the Employer in respect of leave salary / arrears of pay, installment of arrear contribution received in respect of a member whose claim has been settled on account but which could not be remitted for want of latest address or,
 - ii. Accumulation in respect of any member who has either ceased to be employed or died, but no application for withdrawal under Rule 27 or 28 or transfer, as the case may be has been preferred within a period of thirty six months from the date it becomes payable, or if any amount remitted to a person, is received back undelivered and it is not claimed again within a period of thirty six months from the date it becomes payable, shall be transferred to an account to be called "**Inoperative Account**". Provided that in the case of a Claim for the payment of the said balance the amount shall be paid by debiting the "**Inoperative Account**".

**Chairman of the
MSEB's C.P.Fund Trust**

**Secretary of the
MSEB's C.P.Fund Trust**

7. The claims, complete in all respects submitted alongwith the requisite documents shall be settled and benefit amount paid to the beneficiaries within 30 days from the date of its receipt by the company, subject to provision of Rule 27. If there is any deficiency in the claim, the same shall be recorded in writing and communicated to the applicant within 30 days from the date of receipt of such application. In case the company fails without sufficient cause to settle a claim complete in all respects within 30 days, the company shall be liable for the delay beyond the said period and penal interest @ 12% p.a. may be charged on the benefit amount.

RULE 31: - PAYMENT FROM FUND TO MEMBER OR THEIR REPRESENTATIVES:

Except as these rules expressly provide, no member nor any person or persons on his behalf or in respect of his interest in the Fund or assets thereof, shall be entitled to claim any payment of money to him or them.

RULE 32: - DIFFERENCE IN BENEFITS TO BE PAID:

Notwithstanding any thing contained in these rules if on the cessation of the Individual from the membership of the Fund consequent on retiring from services or on taking up employment in some other establishment, it is found that the rate of contribution etc. under these rules is less favourable as compared to those under the statutory scheme, the difference shall be borne by the employer.

**CHAPTER VII
MISCELLANEOUS**

RULE 33: - ADDITIONS AND ALTERATIONS TO THE RULES:

The Trustees may, from time to time, make such alterations, additions, deletions of the Rules as they may deem fit provided that such alterations, additions, deletions or amendments of the Rules or Deed shall not be contrary to or in conflict with any of the provisions of these Deed or of the Employees' Provident Funds & Miscellaneous Provisions, Act 1952 & Employees' Provident Funds Scheme, 1952 or Income Tax Act, 1961 or Income Tax Rules, 1962.

Provided that no such alterations, deletions or additions shall decrease the financial benefits of any member.

Provided further that no amendment in the rules shall be made by the employer without the prior approval of the Regional Provident Fund Commissioner. The Regional Provident Fund Commissioner shall before giving his approval give a reasonable opportunity to the employees to explain their point of view.

Provided further that any amendment suggested by Regional Provident Fund Commissioner from time to time in conformity with the Employees' Provident Fund and Miscellaneous Provisions Act, 1952 and the schemes framed there under shall always be effected.

Provided further that any amendment to the Scheme, which is more beneficial to the employees than the existing rules of the establishment, shall be made applicable to them automatically, pending formal amendment of the rules of the Trust.

**Chairman of the
MSEB's C.P.Fund Trust**

**Secretary of the
MSEB's C.P.Fund Trust**

RULE 34: - DEDUCTION OF INCOME TAX:

The Trustees of a recognised Provident Fund or any person authorised by the Regulations of the Fund to make payment of accumulated balance due to employees, shall, in cases where sub-rule (1) of Rule 9 of Part A of Schedule IV of the Income Tax Act, 1961 applies, at the time an accumulated balance due to an employee is paid, deduct therefrom the amount payable under that rule & all the provisions of Chapter XVII – B of the Income Tax Act, 1961 shall apply as if the accumulated balance were income chargeable under the head “Salaries”.

RULE 35: - INDEMNITY:

DELETED

RULE 36: - PROTECTION AGAINST ATTACHMENT:

1. The amount standing to the credit of any member in the Fund or of any exempted employee in a Provident Fund shall not in any way be capable of being assigned or charged and shall not be liable to attachment under any Decree or Order of any Court in respect of any Debt or Liability incurred by the Member or the exempted employee and neither the Official Assignee appointed under the Presidency Town Insolvency Act 1909 (3 of 1909) nor any Receiver appointed under the Provincial Insolvency Act 1920 (5 of 1920) shall be entitled to or have any claim on any such amount.
2. Any amount standing to the credit of a member in the Fund or of an exempted employee in a Provident Fund at the time of his Death and payable to his Nominee under the scheme or the Rules of the Provident Fund shall subject to any deduction authorised by the said scheme or Rules, vest in the Nominee and shall be free from any Debt or Liability incurred by the deceased or the Nominee before the death of the member or of exempted employee and shall also not be liable to attachment under any decree or order of any Court.

RULE 37: - PROHIBITION AGAINST TRANSFERS AND ASSIGNMENTS:

No member shall transfer or assign whether by way of security or otherwise his interest or any part thereof in the moneys or lying to his credit in the Fund and no such transfer or assignment shall be valid and the Board shall not recognize or be bound by notice to them of any such transfer or assignment.

RULE 38: - PRIORITY OF PAYMENT OF CONTRIBUTION OVER OTHER DEBTS:

Where any employer is adjudicated insolvent on being a Company, an order for winding up is made, the amount due from an employer (whether in respect of the employees contribution deducted from the salary of the employee or the employers contribution) the amount so due shall be deemed to be the first charge on the assets of the establishment, and shall, notwithstanding anything contained in any other law for the time being in force, be paid in priority to all other debts.

RULE 39: - COMPOSITION OF THE FUND:

The Fund shall consist of contributions as specified in these Rules, accumulations thereof and of interest credited in respect of such contributions and accumulations and of securities purchased therewith and of any capital gains of the Fund and of Provident Fund accumulations received from other Funds but no other sums.

RULE 40: - CLOSURE OF THE FUND:

The Fund shall be vested in the Trustees under the Trust Deed, which should not be revocable at the will of the executor. The Trust should extinguish only when the purpose for which it is created has been exhausted either by settling the Account of the Trust on the closure of the establishment.

**Chairman of the
MSEB's C.P.Fund Trust**

**Secretary of the
MSEB's C.P.Fund Trust**

If, however, the Company decides to close the Fund, the arrangement on such closure of the Fund shall be subject to previous approval of the Regional Provident Fund Commissioner having jurisdiction over the Fund and the Provident Fund money shall be dealt with as per the provisions of Rules 8,9 and 10 of Part A of the Fourth Schedule of the Income Tax Act, 1961 and the advise of Regional Provident Fund Commissioner and his decision shall be final.

RULE 41: - ACT AND SCHEME TO PREVAIL:

If any Rule of the fund is not beneficial and or is in conflict with the provisions of the Act, and the scheme the latter shall prevail. Whether a particular Rule of the Fund is beneficial or not, shall be decided by the Regional Provident Fund Commissioner, whose decision shall be final and binding on all concerned. In the absence of any provision the corresponding provisions of Act, and Scheme shall prevail.

RULE 42: - INTERPRETATION OF RULES:

1. Where there is doubt about the meaning or extent of application of these Rules the decision of the Board of Trustees shall be final and binding on all the members of the Fund. In case of any dispute, the matter shall be referred to the Regional Provident Fund Commissioner and his decision thereon shall be final and binding on all the parties concerned. The trustee shall communicate to the Commissioner of Income Tax any decision of the trustees, which involves interpretation of Income Tax Act.
2. When a provision to contrary exists in these Rules, the relevant provision of the Act and statutory Rules framed under the Act, will be applicable to the employees of the Company.
3. In case it is found that these Rules of the " **MAHARASHTRA STATE ELECTRICITY BOARD'S CONTRIBUTORY PROVIDENT FUND**" are not beneficial and / or are in conflict within the provisions of the Employees' Provident Fund and Miscellaneous Provisions Act, 1952 and Employees' Provident Fund Scheme, 1952 the latter shall prevail. The question as to whether a particular Rule of this fund is beneficial or not shall be decided by the Regional Provident Fund Commissioner and his decision shall be final. In the absence of any provision or any particular points, the corresponding provisions of the Employees' Provident Fund and Miscellaneous Provisions Act, 1952 and of the Employees' Provident Fund Scheme, 1952 shall prevail.

RULE 43: SPECIAL PROVISION IN RESPECT OF DISABLED EMPLOYEES:

The Rules shall in its application to an employee who is a person with disability under the Persons with Disability (Equal Opportunities, Protection of Rights and Full Participation) Act, 1995 and under the National Trust for Welfare of Persons with Autism, Cerebral Palsy, Mental Retardation and Multiple Disabilities Act, 1999 respectively, be as per Para 82 of the Employees' Provident Funds Scheme, 1952 and as amended from time to time. The details incorporated in Para 82 is annexed and marked as **Annexure 'G'**.

RULE 44: - SPECIAL PROVISION IN RESPECT OF INTERNATIONAL WORKERS :

The Rules shall, in its application to International Workers, shall be as per Para 83 of the Employees' Provident Funds Scheme, 1952 and as amended from time to time. The details incorporated in Para 83 is annexed and marked as **Annexure 'H'**.

Chairman

Employer Trustee

Employee Trustee

Employee Trustee

**Chairman of the
MSEB's C.P.Fund Trust**

**Secretary of the
MSEB's C.P.Fund Trust**

-: GUIDELINES FOR THE FUNCTIONING OF BOARD OF TRUSTEES: -

Rule 3 (xix)

1. The Trustees when elected should ensure that there is a proper Trust Deed registered.
2. The Board of Trustees shall meet at least once in every three months.
3. No business shall be transacted at a meeting of the Board of Trustees unless at least Four Trustees of the Board are present, Two from the employees side and Two from the employers side.
4. The Trustees should ensure that the Rules of Recognized Provident Fund must require approval of all loans by at least two Trustees and in case of a large organisation with major Plants / Offices in different locations, the Trustees may be allowed to delegate approval of loans to two Managers, one of who may be a Personal / Labour Officer (and in his absence Accounts Officer). Such delegations should be by name of the Manager / Officer and not be specified position and the Trustees must satisfy that the authorised Manager / Officer is well informed and kept advised about applicable regulations.
5. Similarly settlement of Accounts (including transfers of accumulations to another Provident Fund) should require authorisation of a Secretary & a Trustee. The Auditors of the Fund should check all settlements. All claims for withdrawal, advances and transfers should be settled expeditiously, within the time frame prescribed by Employees' Provident Fund organization.
6. The Board of Trustees, wherever the Employer has not transferred the amount of Provident Fund to the Board of Trustees, shall pass a resolution to the effect and forward it to the Employer and the Regional Provident Fund Commissioner.
7. The Trustees should examine if the amount shown as transferred in the returns has in effect been transferred and credited to the bank account of the Fund. Specific mention of this scrutiny and the findings should be recorded in the Minutes of the Meeting.
8. The Trustees should also ensure whether the amount shown as invested in the last monthly return has in effect been invested and record a certificate to that effect in the minutes.
9. Once in every year the securities should be recorded and scrutinised by the Trustees and their findings should be recorded in the Minutes of the Meeting.
10. Within 6 months of the close of Financial Year the Employer should place the audited balance sheet of the Trust before the Trustees.
11. The Trustees shall, before the close of the Financial Year, declare the rate of interest for the succeeding year.
12. Along with the Balance Sheet, the Chairman should also furnish an annual report to the Trustees for their consideration and adoption.
13. The Balance Sheet and the Annual Report, after their approval by Trustees, should be forwarded to the Income Tax Commissioner and Regional Provident Fund Commissioner within six months after close of financial year.
14. All complaints received from the subscribers should be examined by Board of Trustees.
15. The Board of Trustees shall fix a grievance day once in a month.
16. The Board of Trustees shall display important decisions, amendments etc. on the Notice Board. Whenever non-transfer/non investment occur the same should be displayed for the knowledge of the subscribers.

**Chairman of the
MSEB's C.P.Fund Trust**

**Secretary of the
MSEB's C.P.Fund Trust**

17. The Board of Trustees shall periodically review the issuance of Annual Statement of Accounts, Settlement of Claims, Sanction of Advance etc.
18. The PF money kept aside for obligatory outgoings towards settlement of claims and grant of advances to the members may be kept deposited in a Savings Account opened in any Scheduled Bank in the name of the Fund to be operated jointly by two Trustees authorised by the Board of Trustees.
19. Monthly return submitted to the Regional Provident Fund Commissioner should be placed before the meeting for scrutiny of the Trustees. The Trustees attending the meeting should affix their signatures as a proof of there scrutiny. Their view on the returns should be recorded in the minutes of the meeting.
20. The report of the Enforcement Officer of Provident Fund and the correspondence relating to the Trust Funds between the employer and the Regional Provident Fund Commissioner should be placed before the meeting of Trustees and their views recorded in the minutes.
21. The Annual Report and Accounts of the Provident Fund Trust should be exhibited on Notice Boards of all office and factories for a minimum period of 30 days.

The annual report shall contain the followings.

- i) The total number of employees of the establishment in each category of work at the beginning of the year, fresh recruitments made/number of employees left during the year. The total number of subscribers at the beginning of the year, the additions during the year and the total number of subscribers at the close of the year.
- ii) The names, addresses of the Board of Trustees.
- iii) Total amount of accumulation in the Trust with figures at least for the past two years.
- iv) Total amount transferred to the fund (with figures of the past year).
- v) The rate of interest and total amount of interest debited/credited to the fund.
- vi) Investment made during the year-Details of the securities to be shown.
- vii) Claims settled and rejected with the amount sanctioned, loan application sanctioned / rejected and the amount distributed.
- viii) Balance Sheet, Income & Expenditure Account.
- ix) Constitution/re-constitution of the Board of Trustees, Number of meetings held during the year and salient decision.
- x) Whether the monthly/yearly returns etc. has been submitted to Regional Provident Fund Commissioner in time or not. If not, reasons of the same.
- xi) A statement to the effect as to whether all the conditions of exemption have been complied with.
- xii) The justification and explanation of the Board in respect of qualifying remarks given by the auditors.
- xiii) The number of applications for transfer of accounts and their disposal.
- xiv) The position regarding issuance of Annual statement of Accounts. The arrears, if any, and the reasons for the same.
- xv) The number of inspections carried out and salient remarks, if any.

**Chairman of the
MSEB's C.P.Fund Trust**

**Secretary of the
MSEB's C.P.Fund Trust**

FORM OF DECLARATION

(See Rule no. 4 (c))

I hereby declare that I have read / have been read and explained to me and I have understood the Rules of "**MAHARASHTRA STATE ELECTRICITY BOARD'S CONTRIBUTORY PROVIDENT FUND**". I hereby subscribe to and agree to be bound thereby.

Dated the day of 19.....

Name in full and address

.....

Date of Birth Nature of appointment

Date of Joining Service

Present Salary: (i) Basic

(ii) Dearness Allowance

Witness

Signature:

Name

Address

Signature / Right or Left Hand Thumb Impression of the employee.

The applicant can be admitted as a member.

**MAHARASHTRA STATE ELECTICITY BOARD'S
CONTRIBUTORY PROVIDENT FUND**

Trustee

Trustee

**Chairman of the
MSEB's C.P.Fund Trust**

**Secretary of the
MSEB's C.P.Fund Trust**

DECLARATION BY A PERSON TAKING UP EMPLOYMENT OF THE ESTABLISHMENT
(See Rule No. 9)

I, _____ s/w/d of _____
(name)

do hereby solemnly declare that I am / I am not

- (a) a member of the Employees' Provident Fund.
- (b) A member of private Provident Fund of an exempted establishment / an establishment granted relaxation under para 79 of the Scheme and but for such exemption / relaxation would have become and continued as a member of the Employees' Provident Fund.
- (c) An employee exempted under para 27/27A of the Employees' Provident Fund Scheme, 1952 and but for such exemption would have become and continued as a member of the Employees' Provident Fund.

I also declare that I was not employed / I was employed in M/s.
..... (Name and full address of the establishment).....
which is / not a covered establishment / in any covered establishment under the Employees' Provident Fund & Misc. Provisions Act, 1952. my Provident Fund Account No. is / was

I further declare that I have / have not withdrawn the total accumulations standing to my credit in the Fund.

Date..... Signature or right / left hand thumb impression of the employee.

MAHARASHTRA STATE ELECTRICITY BOARD'S CONTRIBUTORY PROVIDENT FUND

Trustee Trustee

(To be filled up by the employer only when the person employed is not a member of the Employees' Provident Fund).

Shri _____ is appointed as _____
(Name of the employee) (Designation)

in **MAHARASHTRA STATE ELECTRICITY BOARD'S CONTRIBUTORY PROVIDENT FUND** with effect from

particulars of employment

From	To	No. of days worked

Date of admission as member of Employees' Provident Fund

MAHARASHTRA STATE ELECTRICITY BOARD'S CONTRIBUTORY PROVIDENT FUND

Trustee Trustee

Chairman of the MSEB's C.P.Fund Trust

Secretary of the MSEB's C.P.Fund Trust

APPLICATION FORM FOR VOLUNTARY CONTRIBUTION
[See Rule 10(2) (d)]

Date of Application

1. Name of the employee
2. Department / Section
3. Account Number, if any
- Ledger Folio No.
4. Present Rate
- (a) Basic Pay
- (b) Dearness Allowance.....
2. Present rate of contribution.....
3. Proposed rate of contribution
4. Difference on account of Voluntary Contribution
5. Date from which such contribution is proposed to be made
6. Address

Signature / Thumb Expression

Voluntary contribution @% permitted.

**Chairman of the
MSEB's C.P.Fund Trust**

**Secretary of the
MSEB's C.P.Fund Trust**

Date Of Appointment :

FORM 2 (REVISED)

**NOMINATION AND DECLARATION FORM
FOR UNEXEMPTED / EXEMPTED ESTABLISHMENTS**

**Declaration and Nomination Form under the Employees' Provident Funds
and Employees' Pension Scheme
(Paragraph 33 and 61 (1) of the Employees' Provident Fund Scheme, 1952 and
Paragraph 18 of the Employees' Pension Scheme, 1995).**

1. Name : _____
(IN BLOCK LETTERS) NAME FATHER'S/ HUSBAND'S NAME SURNAME

2. Date of Birth _____ 3. PF Account No. _____

4. EPS Account No : **MH** / _____ / _____ 5. Sex : Male / Female: _____

6. Marital Status: Married / Unmarried / Widow / Widower

7. Permanent Address: _____

8. Temporary Address: _____

PART -A (EPF)

I hereby nominate the person (s) / Cancel the nomination made by me previously and nominate the person (s), mentioned below to receive the amount standing to my credit in the **"MAHARASHTRA STATE ELECTRICITY BOARD'S CONTRIBUTORY PROVIDENT FUND"** in the event of my death.

Name & Address of the Nominee (s)	Nominee's relationship with the member	Date of	Total amount or Share of accumulations in P.F. to be paid to each nominee	If the nominee is minor, name relationship & address of the guardian who may receive the amount during the minority of nominee
1	2	3	4	5

*1. Certified that I have no family as defined in the Rules of the **MAHARASHTRA STATE ELECTRICITY BOARD'S CONTRIBUTORY PROVIDENT FUND** and should I acquire a family hereafter the above nomination should be deemed as cancelled.

*2. Certified that my father/ mother is/are dependent upon me.

* strike out which is not applicable.

X

Signature or thumb impression of the subscriber

EMP NO :

**Chairman of the
MSEB's C.P.Fund Trust**

**Secretary of the
MSEB's C.P.Fund Trust**

PART -B (EPS)
(Para-18)

I hereby furnish below particulars of the members of my family who would be eligible to receive Widow / Children Pension in the event of my death.

Sr. No.	Name and Address of the Family member/s	Date of Birth	Relationship with the member
(1)	(2)	(3)	(4)

** Certified that I have no family, as defined para 2 (vii) of the Employees' Pension Scheme, 1995 and should I acquire a family hereafter I shall furnish particulars there on in the above form.

I hereby nominate the following person for receiving the monthly widow pension [admissable under para 16 (2) (a) (i) & (ii) in the event of my death without leaving any eligible family member / s for receiving pension.

Sr. No.	Name & Address of the Nominee	Date of Birth	Relationship with the member
(1)	(2)	(3)	(4)

Date : _____

** Strike out which is not applicable

X

Signature or thumb impression of the subscriber

CERTIFICATE BY EMPLOYER

Certified that the above declaration and nomination has been signed / thumb impressed before me by Shri. / Smt / Miss _____ employed in my establishment after he / she has read the entries / the entries have been read over to him / her by me and got confirmed by him / her.

**FOR MSPGCL, MSETCL, MSEDCL & MSEB
HOLDING CO. LTD.**

Place: _____

Date: _____

**MSPGCL, MSETCL, MSEDCL & MSEB HOLDING
CO. LTD.**

**Chairman of the
MSEB's C.P.Fund Trust**

**Secretary of the
MSEB's C.P.Fund Trust**

Para 62 to 68-O of The Employees' Provident Fund Scheme, 1952.

62. Financing of Member's Life Insurance Policies: -

- (1) Where a member desires that premium due on a policy of Life Insurance taken by him on his own life should be financed from his Provident Fund Account, he may apply in such form and in such manner-as may be prescribed by the Trustee.
- (2) On receipt of such application the Trustee, or, where so authorised by Trustee, any other officer subordinate to him may make payment on behalf of the member to the Life Insurance Corporation of India towards premium due on his policy.

Provided that no such payment shall be made unless the premium is payable yearly.
- (3) Any payment made under sub-paragraph (2) shall be made out of and debited to the member's own contribution with interest thereon standing to his credit in the Fund.
- (4) No payment shall be made under sub-paragraph (2) unless the member's own contribution in his Provident Fund Account with interest thereon is sufficient to pay the premium; and where the payment is to be made on the first premium, sufficient to pay the premium for two years.
- (5) No payment shall be made towards a policy unless it is legally assignable by the member to the Central Board.
- (6) The Trustee shall before making payment in respect of existing policies, satisfy himself by reference to the Life Insurance Corporation that no prior assignment of the Policy exists and the policy is free from all encumbrances.
- (7) No educational endowment policy or marriage endowment policy shall be financed from the Fund, if such policy is due for payment in whole or in part before the member attains the age of 55 years.

63. Conversion of policy into a paid-up one and payment of late fee, etc :-

Where a policy of Life Insurance of a member is financed from his Provident Fund Account, the Trustee may :-

- (a) convert the Insurance Policy into a paid-up one when the credit in his Provident Fund on account of his share becomes inadequate for the payment of any premium;
- (b) pay late fee and interest out of the member's own contribution in his Provident Fund Account if any premium cannot be remitted to the Life Insurance Corporation in time because of delay in sending to the Trustee the policy duly assigned to the Trust Fund or any other reasons for which the member or his employer may be responsible.

64. Assignment of Policies to the Fund :-

- (1) The policy shall, within six months of the first payment under Paragraph 62, be assigned by endorsement thereon, to the Central Board and shall be delivered to the Trustee.

**Chairman of the
MSEB's C.P.Fund Trust**

**Secretary of the
MSEB's C.P.Fund Trust**

- (2) Notice of the assignment of the policy shall be given by the member to the Life Insurance Corporation and the acknowledgement of the said notice by the Corporation shall be sent to the Trustee within three months of the date of assignment.
- (3) The terms of the policy shall not be altered nor shall the policy be exchanged for another policy without the prior consent of the Trustee to whom the details of the alteration or of the new policy shall be furnished in such form as the may specify.
- (4) If the policy is not assigned and delivered as required under sub-paragraph (1), or is assigned otherwise than to the Trust Fund or is charged or encumbered or lapses, any amount paid from the Fund in respect of such policy shall, with interest thereon at the rate provided under Paragraph 60, be repaid by the member forthwith to the Fund. In the event of default, the employer shall, on receipt of such directions as may be issued by the Trustee in this behalf, deduct the amount in lump sum or in such installments as the Trustee may determined from the emoluments of the member and pay it to the Fund within such time and in such manner as may be specified by the Trustee. The amount so repaid or recovered shall be credited to the member's account in the Fund.

65. Bonus on policy to be adjusted against payments made from the Fund :-

So long as the policy remains assigned to the Trust Fund, any bonus accruing on it may be drawn by the Trust Fund or where authorised by the Trustee Fund by the Trustee, and adjusted against the payments made on behalf of the member under Paragraph 62.

66. Reassignment of policies :-

- (1) Where the accumulations standing to the credit of the member are withdrawn under Paragraph 69 or when the member repays to the Fund the amounts of premium paid by the Board with interest thereon at the rate provided in Paragraph 60 the Trust Fund or where authorised by the Trust Fund, the Trustee shall reassign by endorsement thereon the policy to the member together with a signed notice of reassignment addressed to the Life Insurance Corporation.
- (2) If the member dies before the policy has been reassigned under sub-paragraph (1) the Central Board, or where, authorised by the Trust Fund, the Trustees shall reassign by the endorsement thereon, the policy to the nominee of the member if a valid nomination subsists, and if there be no such nominee, to such person as may be legally entitled to receive it together with a signed notice of reassignment addressed to the Life Insurance Corporation.

67. Recovery of amounts paid towards Insurance Policies :-

If a policy matures or otherwise falls due for payment during the currency of its assignment, the Trust Fund or, where so authorised by the Trust Fund, the Trustee shall realise the amount assured together with bonus, if any, accrued thereon, place to the credit of the member the amount so realised, or the whole of the amount paid from the Funds in respect of the policy with interest thereon, whichever is less, and refund the balance, if any, to the member.

68-B. Withdrawal from the Fund for the purchase of a dwelling house/flat or the construction of a dwelling house including the acquisition of a suitable site for the purpose: -

**Chairman of the
MSEB's C.P.Fund Trust**

**Secretary of the
MSEB's C.P.Fund Trust**

- (1) The Trustee, may on an application from a member in such form as may be prescribed and subject to the conditions prescribed in this paragraph sanction from the amount standing to the credit of the member in the Fund, and withdrawal.
- (a) for purchasing a dwelling house/flat, including a flat in a building owned jointly with others (outright or on hire purchased basis), or for constructing dwelling house including the acquisition of a suitable site for the purpose from the Central Government, the State Government, a co-operative society, an institution, a trust, a local body or a Housing Finance Corporation (hereinafter referred to as the agency/agencies);
- or**
- (b) for purchasing a dwelling sit for the purpose of construction of a dwelling house or a ready-build dwelling house/flat from any individual
- or**
- (bb) for purchasing dwelling house/flat on ownership basis from a promoter governed by the provisions of any Flats or Apartments Owner ship Act or by any other analogous or similar law of the Central Government or the State Government as may be in force in any State or area for the time being and who intends to construct or constructs dwelling house or block of flats and the member is required to pay to the said promoter in advance for financing the said construction of the house/flat;

Provided that the member has entered into an agreement with the promoter as may be required under the Flats or Apartment Ownership Act or any other analogous or similar law of the Central Government or State Government which any be in force in any State or any area and the said agreement is registered under the Indian Registration Act, 1908:

- or**
- (c) for the construction of a dwelling house on a site owned by the member or the spouse of the member or jointly by the member and the spouse, or for completing/continuing the construction of a dwelling house already commenced by the member or the spouse, on such site, [or for the purchase of a house/flat in the joint name of the member and the spouse under clauses (a) & (b) above].

Explanation 1 :-

In this paragraph, the expression, "Co-operative Society" means a society registered or deemed to be registered under the Co-operative Societies Act, 1912 (2 of 1912), or under any other law for the time being in force in any State relating to co-operative societies.

Explanation 2 :-

- (a) For the purpose of purchase of a site for construction of house thereon, the amount of withdrawal shall not exceed the member's basic wages and dearness allowance for twenty four months or the member's own share of contributions, together with the employer's share of contributions with interest thereon or the actual cost towards the acquisition of the dwelling site, whichever is the least.
- (b) For the purpose of acquisition of a ready built house/flat or for construction of a house/flat, the withdrawal shall not exceed the member's basic wages and dearness allowance for thirty six months or the member's own share of contributions, together with the employer's share of contributions, with interest thereon, or the total cost of construction, whichever is the least].

**Chairman of the
MSEB's C.P.Fund Trust**

**Secretary of the
MSEB's C.P.Fund Trust**

- (2) (a) No withdrawal under this paragraph shall be granted unless:
- (i) the member has completed five years' membership of the Fund;
 - (ii) the member's own share of contributions, with interest thereon in the amount standing to his credit in the Fund is not less than on thousand rupees;
 - (iii) a declaration from the member that the dwelling site or the dwelling house/flat or the house under construction is free from encumbrances and the same is under title of the member and/ or the spouse

Provided that where a dwelling site or a dwelling house/flat is mortgaged to any of the agencies, referred to in clause (a) of sub-paragraph, (1), solely for having obtained funds for the purchased of a dwelling house/flat or for the construction of a dwelling house including the requisition of a suitable site for the purpose, such a dwelling site or a dwelling house/flat, as the case may be, shall not be deemed to be an encumbered property:

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

Provided also that where the site of the dwelling house/flat is held in the name of any agency, referred to in clause (a) of sub-paragraph (1) and the allottee is precluded from transferring of otherwise disposing of, the house/flat without the prior approval of such agency, the mere fact that the allottee does not have absolute right of ownership of the house/flat and the site is held in the name of the agency, shall not be a bar to the giving of withdrawal under clause (a) of sub paragraph (1), if the other conditions mentioned in this paragraph are satisfied.

- (b) No withdrawal shall be granted for purchasing a share in a joint property or for constructing a house on a site owned jointly except on a site owned jointly with the spouse.
- (3) Subject to the limitation prescribed in sub-paragraph (2)
- (a) Where the withdrawal is for the purchase of a dwelling house/flat or a dwelling site from an agency referred to in clause (a) of sub-paragraph (1), the payment of withdrawal shall not be made to the member but shall be made direct to agency in one or more instruments, as may be authorised by the member;
 - (b) where the withdrawal is for the construction of a dwelling house, it may be sanctioned in such number of installments as the Trustee, thinks fit;
 - (c) Where the withdrawal is for purchasing a dwelling house/flat on ownership basis from a promoter as referred to in clause (bb) of sub-paragraph (1), the payment of withdrawal shall be made to the member in one or more installments as may be required to be paid by the said promoter and as authorised by the member.

**Chairman of the
MSEB's C.P.Fund Trust**

**Secretary of the
MSEB's C.P.Fund Trust**

Explanation :-

"Promoter" includes a person who constructs or causes to be constructed a block or building of flats or apartments for the purpose of selling some or all of them to other persons or to a Company, Co-operative Society or other association of persons and his assignees and where person who builds and the person who sells are different persons, the term promoter" includes both].

- (4) Where a withdrawal is sanctioned for the construction of a dwelling house, the construction shall commence within six months of the withdrawal of the first installment and shall be completed within twelve months of the withdrawal of the final installments. Where the withdrawal is sanctioned for the purchase of a dwelling house/flat or for the acquisition of dwelling site, the purchase or acquisition, as the case may be, shall be completed within six months of the withdrawal of the amount:
Provided that this provision shall not be applicable in case of purchase of a dwelling house/flat on hire-purchase basis and in cases where a dwelling site is to be acquired or houses are to be constructed by a co-operative society on behalf of its members with a view of their allotment to the members.
- (5) Except in the cases specified in sub-paragraph (7) and (7A) no further withdrawal shall be admissible to a member under this paragraph.
- (6) An additional withdrawal up to [twelve] months basic wages and dearness allowance or the member's own share of contributions with interest thereon, in the amount standing to his credit in the Fund, whichever is less, may be granted in one installment only, for additions, substantial alterations or improvements necessary to the dwelling house owned by the member or by the spouse or jointly by the member and the spouse:
Provided that the withdrawal shall be admissible only after a period of five years from the date of completion of the dwelling house.
- (7A) A further withdrawal equivalent to the amount of difference between the amount of withdrawal admissible to a member under sub-paragraph (2) above as on the date of fresh application and the amount of withdrawal that was drawn by a member under this paragraph any time during 6 years preceding 3rd October, 1981, may be granted to such a member (i) who had availed of the earlier withdrawal for purchased of a dwelling site and has now proposed to construct a dwelling house on the land so purchased or (ii) who had availed of the earlier withdrawal for making initial payments towards the allotment/purchase of house/flat from any agency as referred to in clause (a) of sub-paragraph (1) above and has now proposed to avail of an advance for completing the transaction to get the sole ownership of the house/flat so purchased or (iii) who had availed the earlier withdrawal for construction of a house but could not complete the construction in time due to lack of funds.
- (7B) A further withdrawal upto twelve months basic wages and dearness allowance or member's own share of contribution with interest thereon in his account, whichever is the least, may be granted for addition, alteration, improvement or repair of the dwelling house owned by the member or by the spouse or jointly by the member and the spouse, after ten years of withdrawal, under sub-paragraph (7)].
- (8) -----DELETED -----

**Chairman of the
MSEB's C.P.Fund Trust**

**Secretary of the
MSEB's C.P.Fund Trust**

- (9) (a) If the withdrawal granted under this paragraph exceeds the amount actually spent for the purpose for which it was sanctioned, the excess amount shall be refunded by the member to the Fund in one lump sum within thirty days of the finalisation of the purchase, or the completion of the construction of, or necessary additions, alterations, or improvements to a dwelling house, as the case may be. The amounts so refunded shall be credited to the employer's share of contributions in the member's account in the Fund to the extent of withdrawal granted out of the said share and the balance, if any, shall be credited to the member's share of contributions in his account.
- (b) In the event of the member not having been allotted a dwelling sit/dwelling house/flat, or in the event of the cancellation of an allotment made to the member and of the refund of the amount by the agency, referred to in clause (a) of sub-paragraph (1) or in the event of the member not being able to acquire the dwelling site or to purchase the dwelling house/flat from any individual or to construct the dwelling house, the member shall be liable to refund of the Fund in on lump sum and in such manner as may be specified by the Trustee, the amount of withdrawal remitted under this paragraph to him or, as the case may be, to the agency referred to in clause (a) of sub-paragraph (1).
The amount so refunded shall be credited to the employer's share of contributions in the member's account in the Fund, to the extent of withdrawal granted out of the said share, and the balance, if any, shall be credited to the member's own share of contribution in his account.
- (10) If the Trustee, is satisfied that the withdrawal granted under this paragraph has been utilised for a purpose other than that for which it was granted or that the member refused to accept an allotment or to acquire a dwelling site or that the conditions of withdrawal have not been fulfilled or that there is reasonable apprehension that they will not be fulfilled wholly, or partly; or that the excess amount will not be refunded in terms of clause (a) of sub-paragraph (9) or that the amount remitted back to the member by any agency referred to in clause (a) of sub-paragraph (1), will not be refunded in terms of clause (b), of sub-paragraph (9), the Trustee shall forthwith take steps to recover the amount due with penal interest thereon at the rate of two per cent per annum from the wages of the member in such number of installments as the Trustee, may determine. For the purpose of such recovery the Trustee, may direct the employer to deduct such installment from the wages of the member and on receipt of such direction, the employer shall deduct accordingly. The amount so deducted, shall be remitted by the employer to the Trustee, within such time and in such manner as may be specified in the direction. The amount so refunded, excluding the penal interest, shall be credited to the employer's share of contributions in the member's account in the Fund to the extent of withdrawal granted out of the said share and the balance, if any, shall be credited to the member's own share of contributions in his account. The amount of penal interest shall, however, be credited to the interest suspense account:
[Provided that the recovery of withdrawal under sub-paragraph (10) shall be restricted to cases where the recovery has been ordered by sanctioning authority while the member is in service.]
- (11) Where any withdrawal granted under this paragraph under this paragraph has been misused by the member, no further withdrawal shall be granted to him, under this paragraph within a period of three years from the date of grant of the said withdrawal or till the full recovery of the amounts of the said withdrawal with penal interest thereon, whichever is later.]

68-BB. Withdrawal from the Fund for repayment of loans in special cases:-

- (1)(a) The Trustee, may on an application from a member, sanction from the amount standing to the credit of the member in the Fund, [withdrawal] for the repayment, wholly or partly, of any outstanding principal and interest of a loan obtained in the name of the member or spouse of the member or jointly by the member and spouse from a State Government, registered Co-operative Society, State Housing Board, Nationalised Banks, Public Financial Institutions, Municipal Corporation or any body similar to the Delhi Development Authority solely for the purposes specified in sub-paragraph (i) of paragraph 68-B.
 - (b) The amount of [withdrawal] shall not exceed the member's basic wages and dearness allowance for (Thirty Six Months) or his own share of contributions together with the employer's share of contributions, with interest thereon, in the member's account in the fund or the amount of outstanding principal and interest on the said loan, whichever is least.
- (2) No withdrawal shall be sanctioned under this paragraph unless :
- a) the member has completed ten years membership of the Fund; and
 - b) the member's own share of contribution, with interest thereon, in the amount standing to his credit in the fund, is one thousand rupees or more; and
 - c) the member produces a certificate or such other document, as may be prescribed by the Trustee, from such agency, indicating the particulars of the members, the loan granted, the outstanding principal and interest of the loan and such other particulars as may be required.
- (3) The payment of the [withdrawal] under this paragraph shall be made direct to such agency on receipt of an authorisation from the member in such manner as may be specified by the Trustee, and in no event the payment shall be made to the member.

68-BC Withdrawal / financing from the Fund for the purchase of a dwelling house / flat or the construction of a dwelling house including the acquisition of a suitable site by the Member:-

- (1) Notwithstanding anything contained in paragraph 68B or 68BB, where a member desires to purchase a dwelling house / flat, including a flat in a building owned jointly with others (outright or on hire purchase basis), or for construction of a dwelling house including the acquisition of a suitable site for the purpose, from the Central Government, a State Government, or a Housing Agency under a Housing Scheme as notified by the Central Provident Fund Commissioner from time to time, may apply in such form and in such manner, as may be prescribed by the Commissioner, for withdrawal from the amount standing to the credit of the member in the Fund, and the Commissioner or where so authorised by the Commissioner, any officer subordinate to him, on receipt of such application may sanction such amount not exceeding the members own share of contributions with interest thereon (and the employers share of contributions with interest thereon to his credit) or the cost of the acquisition of the proposed property whichever is less by debiting to the members account:

Provided that no withdrawal under this paragraph shall be granted unless -

- (i) the member has completed five years membership of the Fund, and

**Chairman of the
MSEB's C.P.Fund Trust**

**Secretary of the
MSEB's C.P.Fund Trust**

- (ii) the share of contributions with interest thereon in the amount standing to the credit in the Fund of the member / or together with the spouse who is also a member is not less than twenty thousand rupees.

Provided further that the Commissioner may, on sufficient ground being shown through an application from a member in this regard, reduce the period as stipulated in (i) above to three years for withdrawal from the amount standing to the credit of the member in the Fund for the repayment, wholly or partly, of any outstanding principal and or interest of a loan obtained in the name of the member or spouse of the member or jointly by the member and spouse from any Government or a Housing Agency under Housing Scheme so notified, solely for the purposes specified in this proviso and the Commissioner, or where so authorised by the Commissioner, any officer subordinate to him, on receipt of such application may sanction such amount not exceeding the member's own share of contributions with interest thereon alongwith with the employers share of contributions with interest thereon, or the amount requested by the member or the outstanding balance in the loan account, whichever is less by debiting to the members account.

Provided also that, where a member desires that monthly installments for the repayment, wholly or partly, of any outstanding principal and / or interest of a loan obtained in the name of the member or spouse of the member or jointly by the member and spouse, solely for the purposes specified in this proviso may be paid from the amount standing to the credit of the member in the Fund, he may apply in such form and in such manner, as may be prescribed by the Commissioner and on receipt of such an application. The Commissioner or where so authorized by the Commissioner any other officer subordinate to him make payment by the 15th of each month on behalf of the member to the Government or a Housing Agency concerned, as the case may be.

Provided also that when the membership of the member ceases to exist, or, where the amount standing in the credit of the member's account is not sufficient to pay the monthly installment for any month, the Commissioner or where so authorized by the Commissioner any other officer subordinate to him shall not be liable to pay the monthly installment or any late fee and/or interest, if any monthly installment could not be remitted in time.

- (2) The withdrawal or finance for the purchase of a dwelling house / flat or a dwelling site or construction of a dwelling house, under sub-paragraph (1) and proviso there under, shall not be made to the member in any event and shall be made direct to the Government or Housing Agency concerned only as the case may be in one or more installments, as may be authorized by the member.
- (3) No further withdrawal under sub-paragraph (1) above shall be admissible to a member unless he has discharged his liability towards the existing loan.
- (4) (a) If the withdrawal or finance granted under this paragraph exceeds the amount actually spent for the purpose for which it was sanctioned, the excess amount shall be refunded by the member to the Fund in one lump sum within thirty days of the finalization of the purchase, or the completion of the construction of, or necessary additions or alternations to a dwelling house /flat as the case maybe.

**Chairman of the
MSEB's C.P.Fund Trust**

**Secretary of the
MSEB's C.P.Fund Trust**

- (b) The amount so refunded under sub-paragraph (a) shall be credited to the employer's share of contributions in the members account in the Fund to the extent of withdrawal granted out of the said share and the balance, if any, shall, be credited to the member's share of contributions in this account.
 - (c) In the event of the member not having been allotted a dwelling site / dwelling house /flat or in the event of the cancellation of an allotment made to the member by the Government or the Housing Agency referred in sub paragraph (1) above, then the Government or the said Housing Agency, to which the amount so withdrawn has' been given shall be liable to refund the amount to the Fund in one lump sum in such manner as may be specified by the Commissioner, within a period not exceeding fifteen days from the date of such cancellation or non-allotment.
 - (d) The amount so refunded under clause (c) shall be credited to the employer's share of contributions in the members account in the Fund. to the extent of withdrawal granted out of the said share, and the balance, if any, shall be credited to members own share of contribution in his account.
- (5) The Commissioner or where so authorized by the Commissioner any officer -subordinate to him has reason to believe that the amount remitted to the Housing Agency under the Housing Scheme under this paragraph has been misutilised and will not be refunded, he shall forthwith take steps to recover the amount due with interest including penal interest thereon at the rate to be notified by the Commissioner from time to time and the amount so recovered shall be credited to member's account in the Fund to the extent of withdrawal granted out of the said account and interest thereon and the remaining amount, if any shall be credited to Administrative Account.
- (6) The Commissioner may notify such Housing Agency be debarred from Participation in the Housing Scheme.

68-E. Computation of period of membership: -

In computing the period of membership of the Fund of a member under paragraphs 68B, 68BB and 68K, his total service exclusive of periods of breaks under the same employer or factory/establishment before this scheme applied to him, as well as the periods, of his membership, whether of the Fund or of private provident fund of exempted factories/establishments or as an employee exempted under paragraph 27 or 27A as the case may be, immediately preceding the current membership of the Fund, shall be included:

Provided that the member has not severed his membership by withdrawal of his provident fund during such period.

68-H. Grant of advance in special cases :-

[(1) In case a factory or other establishment has been locked up or close down for more than fifteen days and its employees are rendered unemployed without any compensation or in case an employee does not receive his wages for a continuous period of two months or more, these being for reasons other than a strike, the Trustee may on an application from an employee, who is a member of the Fund, in such form as may be prescribed, authorize payment to him, of one or more non-recoverable advances from his provident fund account not exceeding from his own total contributions including interest thereon up to the date the payment has been authorised.]

**Chairman of the
MSEB's C.P.Fund Trust**

**Secretary of the
MSEB's C.P.Fund Trust**

[(1-A) In case a provident fund member is discharged or dismissed or retrenched by the employer and such discharge or dismissal or retrenchment is challenged by member and the cases are pending in a Court of Law, the Trustee may on an application from the member in such form as may be prescribed, authorise payment to him of one or more non recoverable advances from this Provident Fund Account not exceeding fifty per cent of his own share of contribution with interest thereon standing to his credit in the Fund on the date of such authorisation.]

[(2) (a) In case the factory or other establishment continues to remain locked up or closed down for more than six months, the Trustee, on being satisfied that a member who has already been granted one or more non-recoverable advances from his provident fund account under sub-paragraph (1) still continues to be unemployed and no compensation is likely to be paid to him at an early date, may, on receipt of an application thereof in such form as may be prescribed in this behalf, authorise payment to the member or one or more recoverable advances from his provident fund account upto the extent of 100% of the employer's total contribution including interest thereon upto the date on which the payment has been authorised]:

Provided that if the factory or establishment in which the member is employed remains closed for more than five years for reasons other than strike, recoverable advance may be converted into non-recoverable advance on receipt of a request in writing from the member concerned.]

- (b) The advance granted under clause (a) shall be interest free.
- (c) The advances granted under clause (a) shall be recovered by deduction from the wages of the member in such installments subject to maximum of Thirty Six installments as may be determined by Trustee. The recovery shall commence from the first wages paid to the member immediately after the re-start of the factory or establishment.
- (d) The employer shall remit the amount so deducted to the Fund within such time and in such manner as may be specified by the Trustee. The amount on receipt shall be credited to the member's account in the Fund.

(Explanation: - For the purpose of grant of advance under this paragraph, the establishment may be closed legally, illegally, with permission or without permission so long as the establishment is closed).

68-J. Advance from the Fund for illness in certain cases :-

- (1) A member may be allowed non-refundable advance from his account in the Fund in cases of :-
 - (a) hospitalisation lasting for one month or more, or
 - (b) major surgical operation in a hospital, or
 - (c) suffering from T.B., leprosy, [paralysis, cancer, mental derangement or heart ailment] and having been granted leave by his employer for treatment of the said illness.

**Chairman of the
MSEB's C.P.Fund Trust**

**Secretary of the
MSEB's C.P.Fund Trust**

- (2) The advance shall be granted if :-
- (a) the employer certifies that the Employees' State Insurance Scheme facility and benefits thereunder are not actually available to the member or the member produces a certificate from the Employees' State Insurance Corporation to the effect that he has ceased to be eligible for cash benefits under the Employees' State Insurance Scheme; and
 - (b) a doctor of the hospital certifies that a surgical operation or, as the case may be, hospitalisation for one month or more had or has become necessary [or a registered medical practitioner, or in the case of mental derangement or heart ailment, a specialist certifies that the member is suffering from T. B., leprosy, paralysis, cancer, mental derangement or heart ailment:]
- (3) A member may be allowed non-refundable advance from his account in the fund for the treatment of his family who has been hospitalised, or requires hospitalisation, for one month or more
- (a) for a major surgical operation, or
 - (b) for the treatment of T.B., leprosy, paralysis, cancer, mental derangement or heart ailment
- Provided that no such advance shall be granted to a member unless he has produced -
- (i) a certificate from a doctor of the hospital that the patient has been hospitalised or required hospitalisation for one month or more, or that a major surgical operation had or has become necessary, and
 - (ii) a certificate from his employer that the Employees' State Insurance Scheme facility and benefits are not available to him for the treatment of the patient.
- (4) The amount advanced under this paragraph shall not exceed the member's basic wages and dearness allowance for six months or his own share of contribution with interest in the fund, whichever is less.
- (5) Where the Trustee, is not satisfied with the medical certificate furnished by the member under this paragraph, he may, before granting an advance under this paragraph, demand from the member another medical certificate to his satisfaction.

68 K: Advance from the fund for marriages or post-matriculation Education of children:

- (1) The Trustee, may in an application from a member, authorise payment to him or her of a non-refundable advance from his or her provident Fund account not exceed fifty per cent of his or her own share of contribution, with interest thereon, standing to his or her credit in the Fund, on the date of such authorisation, for his or her own marriage, the marriage of his or her daughter, son, sister or brother or for the post-matriculation education of his or her son or daughter.

**Chairman of the
MSEB's C.P.Fund Trust**

**Secretary of the
MSEB's C.P.Fund Trust**

- (2) No advance under this paragraph shall be sanctioned to a member unless;
 - (a) he has completed seven years membership of the Fund; and
 - (b) the amount of [his own share of contribution with interest thereon standing to his credit in the Fund is rupees on thousand or more].
- (3) [Not more than three advances] shall be admissible to a member under this paragraph.

68-L. Grant of advances in abnormal conditions:-

- (1) The Trustee may, on an application from a member whose property, movable or immovable, has been damaged by a calamity of exceptional nature, such as floods, earthquakes or riots, authorise payment to him from the provident fund account, a non-refundable advance, of [rupees five thousand] or fifty per cent of his own total contributions including interest thereon standing to his credit on the date of such authorisation, whichever is less, to meet any unforeseen expenditure.
- (2) No advance under sub-paragraph (1) shall be paid unless :-
 - (i) the State Government has declared that the calamity has affected the general public in the area;
 - (ii) the member produces a certificate from an appropriate authority to the effect that his property (movable or immovable) has been damaged as a result of the calamity;
 - (iii) the application for advance is made within a period of four months from the date of declaration referred to in sub-para. (i).]

68-M. Grant of advance to members affected by cut in the supply of electricity: -

A member may be allowed a non-refundable advance from his account in the Fund, if there is a cut in the supply of electricity to a factory or establishment in which he is employed on the following conditions, namely: -

- (a) The advance may be granted only to a member whose total wages for any one month commencing from the month of January, 1973 were three-fourths or less than three-fourths of wages for a month.]
- (b) The advance shall be restricted to the amount of wages for a month or [Rs. 300] or the amount standing to the credit of the member in the Fund as his own share of contribution with interest thereon, whichever is less.
- (c) No advance shall be paid unless the State Government certify that the cut in the supply of electricity was enforced in the area in which the factory or establishment is located and the employer certifies that the fall in the member's pay was due to cut in the supply of electricity.
- (d) Only one advance shall be admissible under this paragraph.

Explanation:- Wages means for the purposes of this paragraph, basic wages and dearness allowance excluding lay-off compensation, if any.]

68-N. Grant of advance to members who are physically handicapped: -

- (1) A member, who is physically handicapped, may be allowed a non- refundable advance from his account in the Fund, for purchase of equipment required to minimise the hardship on account of handicap.

**Chairman of the
MSEB's C.P.Fund Trust**

**Secretary of the
MSEB's C.P.Fund Trust**

- (2) No advance under sub-paragraph (1) shall be paid unless the member produces a medical certificate from a competent medical practitioner to the satisfaction of the Commissioner or such other officer as may be authorised by him in this behalf to the effect that he is physically handicapped.
- (3) The amount advanced under this paragraph shall not exceed the member's basic wages and dearness allowance for six months or his own share of contributions with interest thereon or the cost of equipment, whichever is the least.
- (4) No second advance under this paragraph shall be allowed within the period of three years from the date of payment of an advance allowed under this paragraph.

68-NN. Withdrawal within one year before Retirement:-

The Trustee may, on an application from a member in such form as may be prescribed, permit withdrawal of upto 90% of the amount standing at his credit, at any time after attainment of the age of 54 years by the members or within one year before his actual retirement on Superannuation whichever is later.

68-O. Payment of withdrawal or advance: -

The payment of withdrawal or advance under paragraph 68-B, 68-H, 68-J, 68-K, 68-L, 68-M, and 68-N of the scheme may be made, at the option of the member

- (i) by postal money order, or
- (ii) by deposit in the payee's bank account in any Scheduled Bank or in Co-operative Bank (including the Urban Co-operative Bank) or any post office, or
- (iii) through the employer.

**Chairman of the
MSEB's C.P.Fund Trust**

**Secretary of the
MSEB's C.P.Fund Trust**

Para 82 : Special Provision in respect of Disabled Employees

The Scheme shall in its application to an employee who is a person with disability under the Persons with Disabilities (Equal Opportunities, Protection of Right and Full Participation) Act, 1995 (1 of 1996) and under the National Trust for Welfare of Persons with Autism, Cerebral Palsy, Mental Retardation and Multiple Disabilities Act, 1999 respectively, be subject to the following modifications, namely:-

- (1) For clause (1) of Paragraph 2, the following clause shall be substituted namely:-
 - (1) **"Excluded employee"** means –
 - (i) a person with disability, who having been a member of the Fund has withdrawn the full amount of his accumulations in the Fund under clause (a) or clause (c) of sub-paragraph (1) of Paragraph 69:
 - (ii) a person with disability, whose pay at the time he is otherwise entitled to become a member of the Fund, exceeds twenty-five thousand rupees per month.
 - (iii) an apprentice."
- (2) In paragraph 30, after sub-paragraph (3), the following proviso shall be inserted namely:-

"Provided that the Central Government shall contribute the employer's share of contribution upto a maximum period of three years from the date of commencement of membership of the Fund, in respect of an employee who is a person with disability, employed directly by the principal employer or through a contractor."
- (3) In paragraph 24, after the first proviso, the following proviso shall be inserted, namely:-

"Provided further that in the case of any such employee who is a person with disability, the aforesaid Declaration Form shall further contain such particulars as are necessary for such employees."
- (4) In paragraph 36, after sub-paragraph (1), the following sub-paragraph shall be inserted, namely:-

"(1-A) Every employer shall send to the Commissioner, within fifteen days of every month commencing from the 1st day of April, 2008, in such form as the Commissioner may specify, the particulars as are necessary of an employee who is a person with disability and is a member on or entitled to become a member after the 1st day of April, 2008."
- (5) In paragraph 28, in Sub-paragraph (1), after the second proviso, the following proviso shall be inserted, namely:-

"Provided also that the Central Government shall pay the employer's share of contribution in respect of an employee who is a person with disability, upto a maximum period of three years from the date of commencement of membership of the Fund."

**Chairman of the
MSEB's C.P.Fund Trust**

**Secretary of the
MSEB's C.P.Fund Trust**

Para 83.: Special Provision in respect of International Workers

The Scheme, shall, in its application to International Workers as defined in this paragraph, be subject to the following modifications, namely:-

- (1) For clause (f) of paragraph 2, the following clause shall be substituted, namely:-**
- (f) "excluded employee" means an International Worker, who is contributing to a social security, programme of his/her country of origin, either as a citizen or resident, with whom India has entered into a social security agreement on reciprocity basis and enjoying the status of detached worker for the period and terms, as specified in such an agreement;
- (2) After clause (j) of paragraph 2, the following clause shall be substituted, namely:-**
- (ja) "International Worker" means –
- (a) an Indian employee having worked or going to work in a foreign country with which India has entered into a social security agreement and being eligible to avail the benefits under a social security programme of that country, by virtue of the eligibility gained or going to gain, under the said agreement;
- (b) an employee other than an Indian employee, holding other than an Indian passport, working for an establishment in India to which the Act applies;
- (3) For paragraphs 26, 26A and 26B, the following paragraphs shall be substituted, namely:-**
- 26. Class of International Workers entitled and required to join the Fund -**
- (1)(a) Every International Worker (other than an excluded employee), employed as on 1st day of October, 2008, in an establishment to which this Scheme applies, shall be entitled and required to become a member of the Fund with effect from the 1st day of November, 2008.
- (2) Every International Worker (other than an excluded employee), employed after the 1st day of October, 2008 in an establishment to which this Scheme applies, who has not become a member already shall be entitled and required to become a member of the Fund from the date of his joining the establishment.
- (3) Where the Scheme applies to an establishment on the expiry or cancellation of an order of exemption under section 17 of the Act, every International Worker who, but for the exemption would have become and continued as a member of the Fund shall become a member of the Fund forthwith.
- (4) An excluded employee of an establishment to which this Scheme applies shall, on ceasing to be such an employee, be entitled and required to become a member of the Fund from the date he ceases to be such employee.
- (5) On re-election of a class of International Worker exempted under paragraph 27A to join the Fund or on the expiry or cancellation of an order under that paragraph, every International Worker, who but for such exemption would have become and continued as a member of the Fund, shall forthwith become a member thereof.
- (6) Every International Worker who is a member of a private provident fund maintained in respect of an exempted establishment and who, but for such exemption, would have become and continued as a member of the Fund shall, on joining an establishment to which this Scheme applies, become a member of the Fund forthwith.

**Chairman of the
MSEB's C.P.Fund Trust**

**Secretary of the
MSEB's C.P.Fund Trust**

26A. Retention of membership

A member of the fund shall continue to be a member until he withdraws under paragraph 69 the amount standing to his credit in the Fund or is covered by a notification of exemption under section 17 of the Act or an order of exemption under Paragraph 27 or 27A or the benefits are settled in terms of the relevant provisions under the social security agreement entered into between India and his country of origin.

26B. Resolution of doubts

- (1) If any question arises as to whether an International Worker is entitled or required to become or continue as a member, or as to the date from which he is entitled or required to become a member, the decision thereon of the Regional Commissioner shall be final.

Provided that no decision shall be given unless both the employer and the International Worker have been given an opportunity of being heard.

(4) In paragraph 29, in sub-paragraph (1), after the point, the following proviso shall be inserted, namely:-

Provided further that where wages are paid in a currency other than in the Indian Rupee, the rate of conversion of that currency shall be the telegraphic transfer buying rate offered by the State Bank of India established under the State Bank of India Act, 1955 for buying such currency on the last working day of the month for which the wages are due.

Paragraph 29(1) with the above insertion shall be read as under;

Contributions:-

- (1) The contribution payable by the employer under these Scheme shall be at the rate of 10% of the basic wages, dearness allowance (including the Cash Value of any food concession) and retaining allowance (if any) payable to each employee to whom the Scheme applies:

Provided that the above rate of contribution shall be 12% in respect of any establishment or class of establishments which the Central Government may specify in the Official Gazette from time to time under the first proviso to sub-section (1) of Section 6 of the Act.

Provided further that where wages are paid in a currency other than in the Indian Rupee, the rate of conversion of that currency shall be the telegraphic transfer buying rate offered by the State Bank of India established under the State Bank of India Act, 1955 for buying such currency on the last working of the month for which the wages are due.

(5) For paragraph 36, the following paragraph shall be substituted namely: -

36. Duties of employer:-

- (1) Every employer of an establishment to which this Scheme applies shall send to the Commissioner within fifteen days from the application of the Scheme to such establishment, a consolidated return in such form as the Commissioner may specify, of the International Workers (indicating distinctly the nationality of each and every International Worker) required or entitled to become members of the Fund showing the basic wage, retaining allowance (if any) and dearness allowance including the cash value of food concession paid to each of such International Worker:

**Chairman of the
MSEB's C.P.Fund Trust**

**Secretary of the
MSEB's C.P.Fund Trust**

Provided that if there is no International Worker who is required or entitled to become a member of the Fund, the employer shall send a 'NIL' return.

- (2) Every employer shall send to the Commissioner, within fifteen days of the close of each month, a return
- (a) in Form 5, of the International Workers qualifying to become members of the Fund for the first time during the preceding month together with the declarations in Form 2 furnished by such qualifying International Workers (indicating distinctly the nationality of each and every International Worker) and
 - (b) in such form as the Commissioner may specify, of the International Workers (indicating distinctly the nationality of each and every International Worker) leaving service of the employer during the preceding month:

Provided that if there is no International Worker qualifying to become a member of the Fund for the first time or there is no International Worker leaving service of the employer during the preceding month, the employer shall send a 'NIL' return.

(6) For paragraph 69, the following paragraph shall be substituted, namely:-

69. Circumstances in which accumulations in the Fund are payable to an International Worker:-

- (1) An International Worker may withdraw the full amount standing to his credit in the Fund-
- (a) on retirement from service in the establishment at any time after the attainment of 58 years;
 - (b) on retirement on account of permanent and total incapacity for work due to bodily or mental infirmity duly certified by the medical officer of the establishment, or where an establishment has no regular medical officer, by a registered medical practitioner designated by the establishment:

Provided that -

- (i) Where an establishment has been closed, the certificate of any registered medical practitioner may be accepted;
 - (ii) Where the establishment is covered by the Employees' State Insurance Scheme, medical certificate from a medical officer of the Employees' State Insurance Dispensary with which or from the Insurance Medical Practitioner with whom the employee is registered under the Scheme, shall be produced;
 - (iii) Where by mutual agreement of employers and employees, a Medical Board exists for any establishment or a group of establishments, a certificate issued by such Medical Board may also be accepted for the purpose of this sub-paragraph.
- (2) It shall be open to the Regional Commissioner to demand from the member a fresh certificate from a civil surgeon or any doctor acting on his behalf where the original certificate and that where such findings do not agree with the original certificate, only half of the fee shall be paid from the Fund and the remaining half shall be debited to the member's account.

**Chairman of the
MSEB's C.P.Fund Trust**

**Secretary of the
MSEB's C.P.Fund Trust**

- (3) A member suffering from tuberculosis or leprosy or cancer, even if contracted after leaving the service of an establishment on grounds of illness but before payment has been authorised, shall be deemed to have been permanently and totally incapacitated for work.
- (4) In respect of a member covered under a social security agreement entered into between the Government of India and any other country, on such grounds as may be specified in that agreement.

(7) For paragraph 72, the following paragraph shall be substituted namely:-

72. Payment of Provident Fund:-

- (1) When the amount standing to the credit of a member becomes payable, it shall be duty of the Commissioner to make prompt payment as provided in the Scheme.
- (2) The due amount shall be payable to the member covered under a Social Security agreement entered into between the Government of India and any other country, in the manner and as per the terms specified in the agreement.
- (3) In all the other cases, the amount due shall be payable to the credit of the payee's bank account in India.

(8) After paragraph 78, the following paragraph shall be inserted, namely:-

78A. Performing certain special functions under social security agreements:-

The Commissioner shall perform all such functions as are assigned to the Employees' Provident Fund Organisation under a Social Security agreement entered into between by the Government of India and any other country, in the manner and as per the terms specified therein.

**Chairman of the
MSEB's C.P.Fund Trust**

**Secretary of the
MSEB's C.P.Fund Trust**