RSWC Employees Pension Regulations, 1990

31 Oct., 1999

RAJASTHAN STATE WAREHOUSING CORPORATION

(A Government Undertaking)

Head Office: Bhawani Singh Marg, Jaipur 302 015

RAJASTHAN STATE WAREHOUSING CORPORATION RSWC EMPLOYEES PENSION REGULATIONS, 1990

PREAMBLE:

In exercise of powers conferred by section 42 of the Warehousing Corporations Act, 1962 (Central Act No. 58 of 1962) the RSWC, with the previous sanction of the Government of Rajasthan hereby makes the following Regulations relating to grant of pension to its employees (Officers & Staff).

1. *Short title*:—These rules shall be called the RSWC Employees Pension Regulations, 1990.

2. Date of application:—These shall come into force w.e.f. 1-1-1990.

**3. Extent of application*:—These Regulations shall apply to all the employees of the Corporation except those who opt to continue as the member of the RSWC Employees C.P.F. Scheme and /or the employees appointed on or after 01.01.2004. "Employee" means any person who is in the service of the Corporation but does not include:—

(i) daily labour, work charged or casual employee,

(ii) and persons engaged on contract or retention-cum-fee,

(iii) part-time or any other basis as consultant, advisor or counsel for legal, professional or any other purpose.

4. Definitions:—In these regulations unless there is anything repugnant in the subject or context:—

(a) *"Assistant Accounts Officer"* means Assistant Accounts Officer appointed by the Government of Rajasthan/Corporation.

(b) *"Board of Directors"* — Board of Directors means the Board of Directors of the Corporation constituted under Section 20 of the Warehousing Corporations Act, 1962 (Central Act No. 58 of 1962).

(c) *"Chairman"* — Chairman means the Chairman of the Board of Directors of the Corporation appointed under sub-section (2) of Section 20 of the Warehousing Corporation Act, 1962 (Central Act No. 58 of 1962).

(d) "Controlling Officer" means the Managing Director appointed by the Government of Rajasthan under Sub-section 1(c) of Section 20 of the Warehousing Corporations Act, 1962 (Central Act No. 58 of 1962).

(e) "Corporation" means Rajasthan State Warehousing Corporation established under Sub-section of section 18 and sub-section 2(g) of section 43 of the Warehousing Corporations Act 1962 (Central Act No. 58 of 1962).

(f) "Dy. Director (Adm.)" means the Dy. Director (Adm.) appointed by the Corporation.

(g) "Executive Committee" — Executive Committee means the Executive Committee of the Corporation constituted under Sub-Section (1) of Section 25 of the Warehousing Corpor ct No. 58 of 1962).

(h) "Existing Employee" means an employee who is already in the regular time scale/service in the Corporation on or before the commencement of the RSWC Pension Regulations, excluding.

(i) daily labour, work charged or casual employee,

(ii) and persons engaged on contract or retention-cum-fee,

(iii) part-time or any other basis as consultant, advisor or counsel for legal, professional or any other purposes.

* Subsituted vide Gaztte Notification 28.04.2005

(i) "Excluded employee" means an existing employee on regular time scale/ service who is member of the RSWC C.P.F. Scheme and opts to continue to be the member of the said scheme. Pension employed on daily labour, work charged, on contract and through contractor or any other basis as consultant, advisor or counsel for legal, professional or any other purposes shall also be considered as excluded employee :

(j) "Family" means family as defined in Rule 260 of Rajasthan Service Rules read with Government of Rajasthan Decision 6 below that rule.

(k) "Financial year" means the year commencing on the first day of April.

(l) "Joint Director (Adm.)" means Joint Director (Adm.) appointed by the Corporation.

(m) "Senior Accounts Officer" means the Senior Accounts Officer appointed by the Government of Rajasthan/Corporation.

5. Option:—(1) All employees would have option either to continue to be governed by the Contributory Provident Fund Regulations of the Corporation i.e. RSWC (Employees Provident Fund) Regulations, 1962 or by these pension regulations.

Form No. 1(A) or 1(B) so as to reach the Managing Director of the Corporation within three months from the date of publication of these regulations. If an employee is on leave on date of issue of these regulations, he may exercise option within three months from the date of his return from leave.

(3) If the option is not received within the time limit mentioned in sub-rule (2), the employee shall be deemed to have opted for the pension regulations. The option once exercised shall be final. It is not sufficient for an employee to exercise option within the specified period but also to ensure that it reaches to the Authority mentioned in sub-rule (2) within the stipulated time and that he obtains acknowledgement thereof. The option given by the employee duly countersigned by the Managing Director or by the officer authorised by him shall be pasted in the service book and a true copy of it placed in his personal file.

(4) If an employee who has availed of the Contributory Provident Fund benefits under the Rajasthan State Warehousing Corporation (Employees Provident Fund) Regulations, 1962 on his retirement on or after the date of application of these regulations exercises option for the pension regulations, the amount of contribution of the Corporation together with interest thereon till the date of retirement plus interest on his total amount 2 18% shall be refunded for being credited to the Pension Fund. Interest 2 18% shall be charged for the period from the date of receipt of benefit under the Provident Fund Rules to the date or refund.

(5) The Provident Fund deductions made from the salary bills of the employees after the effective date of option exercised by him in favour of pension will not be governed by the provisions of RSWC (Employees Provident Fund) Regulations, 1962 and will be refunded to the concerned employees on demand. The refundable portion of deductions will cease to bear interest from the date of option.

(6) The amount of subscription together with interest thereon standing to the credit of such employees in their Contributory Provident Fund shall be transferred to his credit in the General Provident Fund on his electing to be governed by the RSWC Employees Pension Regulations, 1990. The amount of contribution of the Corporation together with interest thereon standing to his credit in the fund shall be credited to the pension fund.

(7) The past services of such an employee who has elected to opt for pension in lieu of Contributory Provident Fund benefits shall be deemed to have been rendered abinitio in a pensionable establishment and shall count as qualifying service for pension in the manner and to the extent provided for in the pension rules of the Corporation from time to time.

6. Good conduct as a condition for the grant of pension:—(1) Future good conduct shall be an implied condition for grant of Pension. The pension sanctioning authority may, by an order in writing, withhold/withdraw a pension or part thereof whether permanently or for a specified period, if the pensioner is convicted of a serious crime or is found guilty of grave mis-conduct; provided that no
such order shall be passed by an authority subordinate to the authority competent to make an appointment to the post held by the pensioner immediately before his retirement from his service.

(2) Where a pensioners convicted of a serious crime by a court of law, action under sub-regulation (1) shall be taken in the light of judgement of the court relating to such conviction.

(3) In a case not falling under sub-regulation (2) if the competent authority under sub-regulation (1) considers that the pensioner is prima facie guilty of grave mis-conduct, it shall before passing an order under sub-regulation (1):—

(a) Serve upon the pensioner a notice specifying the action proposed to be taken against him and the ground on which it is proposed to be taken and calling upon him to submit within fifteen days of the receipt of notice or such further time not exceeding

fifteen days as may be allowed by the competent authority, such representation as he may wish to make against the proposal and (b) take the representation, if any, submitted by the pensioner under clause (a) into consideration.

(4) Where the authority competent to pass an order under sub-regulation (1) is the chairman of the Corporation, the Chairman may pass such orders on the appeal as he deems fit.

7. Recoveries of Losses from the Pension:—The Managing Director of the Corporation further reserves to himself the right of withholding or withdrawing a pension or any part of it whether permanently or for a specified period and the right or ordering the recovery from a Pension of the whole or part or any pecuniary loss caused to the Corporation, if in a departmental or judicial proceedings the pensioner is found guilty for grave mis-conduct or negligence during the period of his service including service rendered upon re-employment after retirement:

(a) Provided that such departmental proceedings, if instituted while the employee was in service, whether before his retirement or during his re-employment, shall after the final retirement of the employee be deemed to be proceeding under this Regulation and shall be continued and concluded by the authority by which it was commenced in the same manner as if the officer had continued in service. Final order under this rule shall be passed by the Chairman;

(b) Such departmental proceedings, if not instituted while the employee was in service, whether before his retirement or during his re-employment:—

(i) Shall not be instituted save with the sanction of the Chairman/Executive Committee/ Board of Directors;

(ii) Shall not be in respect of any event which took place more than 4 years before such institution; and

(iii) Shall be conducted by such authority and in such place as the Chairman/Executive Committee/Board of Directors may direct and in accordance with the procedure applicable to departmental proceedings in which an order of dismissal from service could be made in relation to the employee during the service.

(c) No such judicial proceedings, if not instituted while the employee was in service whether before his retirement or during his re-employment, shall be instituted in respect of a cause of action which arose or an event which took place more than 4 years before such institution, and

(d) The Chairman/Executive Committee/Board of Directors shall be consulted before final orders are passed;

(e) (i) Where any departmental or judicial proceeding is instituted under the Regulations or where a departmental proceeding is continued under clause (a) of the proviso thereto against an employee who has retired on attaining the age of compulsory retirement or otherwise, he shall be paid during the period commencing from the date of his retirement to the date on which, upon conclusion of such proceedings, final orders are passed, a provisional pension not exceeding the maximum pension which

would have been admissible on the basis of his qualifying service upto the date of retirement, or if he was under suspension on the date of retirement upon the date or immediately preceding the date on which he was placed under suspension, but no gratuity or death-cum-retirement gratuity shall be paid to him until the conclusion of such proceeding and the issue of final order thereon.

(ii) Payment of provisional pension made under sub-rule (1) shall be adjusted against the final retire o such employee upon conclusion of

the aforesaid proceedings but no recovery shall be made where the pension finally sanctioned is less than the provisional pension or the pension is reduced or withheld either permanently or for a specified period.

8. Claim to Pension when inadmissible:—In the following cases no claim to pension is admissible:—

(a) When a person is appointed for a limited time only, or for a specified duty, on the completion of which he is to be discharged.

(b) When a person is employed temporarily on monthly wages without specified limit of time or duty, but a month's notice of discharge should be given to such person, and his wages must be paid for any period by which such notice falls short of a month.

(c) When a person's whole time is not retained for the Corporation's service, but he is merely paid for work done for the Corporation.

(d) When a Corporation's employee holds some other pensionable office, he earns no pension in respect of an office of the kind mentioned in clause (c) or in respect of duties paid for by a compensatory or other allowance.

9. Misconduct or Inefficiency:—No gratuity or pension may be granted to a Corporation employee dismissed or removed for misconduct, insolvency or inefficiency but to Corporation employee so dismissed or removed Compassionate allowance may be granted when there are deserving of special consideration, provided that the allowance granted to any Corporation employee shall not exceed two thirds of the pension which would have been admissible to him if he had retired on medical certificate.

10. Compulsory Retirement as a Penalty:—(a) A Corporation employee compulsory retired from service as penalty may be granted by the authority competent to impose such penalty, pension or gratuity or both at a rate not less than two thirds and not more than full invalid pension or gratuity or both admissible to him on the date of his compulsory retirement.

(b) Whenever in the case of a Corporation employee, the Managing Director of the Corporation passes an order (whether original, appellate or in exercise of power of review) awarding pension less than the full pension admissible under these regulation. The Senior Accounts Officer of the Corporation shall be consulted before such order is passed.

11. *Limitation*:—(a) A Corporation employee can not earn two pensions in the same office at the same time or by the same continuous service.

(b) Two Corporation employees may not simultaneously count service in respect of the same office.

12. Age at which Qualifying Service Begins:—(a) Except for compensation gratuity, a corporation employee's service does not qualify till he has completed eighteen years of age.

(b) in other cases, unless it be otherwise provided by special rules, regulation or contract, the service of every Corporation employee begins when he takes charges of the office to which he is first appointed.

13. Conditions of Qualification:—The service of an employee does not qualify for pension unless it confirms to the following conditions:—

First The service must be under the Corporation.

Second	The employment may be in substantive/ permanent/temporary and officiating capacity.

Third	The service may be paid by the Corporation.

14. Appointment by Corporation necessary condition for pension:—The service of a corporation employee does not qualify for pension unless he is appointed and his duties and pay are regulated by the Corporation or under conditions determined by the Corporation.

15. Apprentices:—Service as an apprentice followed by regular appointment whether in temporary or substantive capacity shall qualify.

16. Probationer:—The service rendered as a probationer shall qualify for the purpose of pension.

**"17. Rules for reckoning service (Time passed on leave)*:—Time passed on leave shall be reckoned as service as per Rajasthan Service Rules, 1951."

18. Time Spent on Training:—The Corporation may, at its discretion decide in the case of an employee (including a person in training but not, actually appointed to Corporation service) who is selected to undergo a course of training, whether the time spent on training shall count as service qualifying for pension.

19. Suspension:—Time passed under suspension pending enquiry into conduct shall count in full where, on conclusion of the enquiry, the Corporation employee has been fully exonerated of the suspension is held to have been fully unjustified in other cases, the period of suspension shall not count unless the authority competent to pass orders expressly declares that it shall only count to such extent.

20. Resignation, Dismissal, Removal for Misconduct etc:—(a) Resignation from the service or dismissal or removal from it for mis-conduct, insolvency, inefficiency, not due to age or failure to pass a prescribed examinations entails forfeiture of past service.

(b) A Corporation employee who is dismissed, removed or compulsorily retired from public service, but is re-instated on appeal or revision, is entitled to count his past service on regularisation by the competent authority.

(c) The period of break in service between the date of dismissal, removal or compulsory retirement, as the case may be, and the date of reinstatement and the period of suspension (if any) shall not count unless regularised as duty or leave by specific order of reinstatement.

21. Interruption in service entails forfeiture of past service:—An interruption in the service of an employee entails forfeiture of his past service, except in the case of authorised leave of absence.

22. Condonation of Interruption:—Upon such conditions as it may think fit to impose in each case the Corporation may condone interruption in service of the Corporation employees. Provided that an interruption of less than ten days during total period of service can be condoned by the MD/Chairman with the concurrence of Senior Accounts Officer.

***23. Optional Retirement on completion of 15 years of qualifying Service:*—**

(a) A Corporation employee may, after giving at least 3 months previous notice in writing to the appointing authority, retire from service on the date on which he completes 15 years of qualifying service or attains the age of 45 years whichever is earlier or any date thereafter to be specified in the notice.

Provided that it shall be open to the appointing authority to withhold permission to retire a Corporation employee.

(i) Who is under suspension;

(ii) In whose case disciplinary proceedings are pending or contemplated for the imposition of a major penalty and the disciplinary authority having regard

to the circumstances to the case is of the view that such disciplinary proceedings might result in imposition of the penalty of removal or dismissal from service;

b) A Corporation employee who has given notice for seeking retirement under sub-regulation (a), may presume acceptance of the notice of retirement and the retirement shall be effective in terms at the notice automatically, unless an order in writing to the contrary has been issued by the competent authority and served upon the Corporation employee before the expiry of the period of the notice.

(c) If a Corporation employee seeks retirement while he is on leave not due, without returning to duty, the retirement shall take effect from the date of commencement of the leave not due and the leave salary paid in respect of such leave shall be recovered from him.

(d) A Corporation employee who give notice of voluntary retirement under sub-regulation (a) shall satisfy himself by means of a reference to the appointing authority who is competent to retire him to the effect that he has, in fact, completed 15 years qualifying service for pension.

(e) A Corporation employee may with the approval of the Appointing Authority withdraw the notice given under clause (a) of this sub-regulation provided the request for such withdrawal is made before the expiry of the notice.

(f) The authority competent to retire a Corporation employee may, in deserving cases, accept the notice contemplated under clause (a) of this sub-regulation for a period of less than 3 months with the concurrence of the Chairman of the Corporation.

**24. Compulsory retirement after completion of 15 years of service:*—The appointing authority shall have the absolute right to retire in public interest any Corporation employee by giving him atleast three months previous notice in writing, from service on the date on which he completes 15 years of qualifying service or on the date on which he attains the age of 50 years, whichever is earlier, or on any date thereafter:

Provided that such Corporation employee may be retired from service forthwith, and on such retirement from service the Corporation employee shall be entitled to claim three months pay and allowances in lieu of notice.

25. Amount how calculated:—The amount of pension that may be granted is determined by length of service. Fractions of year are not taken into account in the calculation of pension. The figures of the amount of pension as finally calculated as also the amount of anticipatory pension shall be rounded off to the next higher rupee:

Provided that in respect of Corporation employee retiring from service on or after commencement of these regulations, fractions of a year equal to six months and above shall be treated as a completed six monthly period for the purpose of calculation on any pension admissible to such Corporation employee.

26. Emolument—Definition of 'emoluments':—The term “Emoluments” when used in these Regulations means the emoluments, which the Corporation employee was receiving immediately before his retirement for purpose of pension, service gratuity & D.C.R.G. and includes only substantive/officiating “Pay” as defined in Rule 7 (24) of R.S.R:

Provided that the officiating appointment to higher post was not made in leave vacancy or to hold charge of the post temporarily in addition to duties of own post.

27. Scale of pension:—Subject to the regulations in this behalf the amount of superannuation, retiring, invalid and compensation pension admissible to a Corporation employee would be calculated on the lines as is being allowed to the officers/employees of the State Government under the specific provisions of Pension Rules as contained in chapter xvii to xxvii of Rajasthan Service Rules as amended from time to time.

28. Death-cum-retirement Gratuity:—(1) A Corporation employee who has completed five years qualifying service may be granted an additional gratuity as per rule 257 of R.S.R. when he retires from service and is eligible for a gratuity or pension.

(2) If a Corporation employee who has completed five years qualifying service dies while in service, a gratuity not exceeding the amount specified may be paid to the persons on whom the right to receive the gratuity is conferred under the relevant provisions of Rajasthan Service Rules.

(3) The amount of gratuity payable to a Corporation employee would be calculated on the lines as is being allowed to the officers/employees of the State Government under the specific provisions of the pension rules as contained in Chapter xvii to xxviii of the Rajasthan Service Rules as amended from time to time.

(4) A Corporation employee shall as soon as he completes five years qualifying service may make a nomination conferring one or more person, the right to receive any gratuity that may be sanctioned under regulations. Provided that if at the time of making the nomination, the employee has family, the nomination shall not be in favour of any person other than the members of his family.

29. Nominations:—"Family"— Family means as defined in Rule 268 (D) of Rajasthan Service Rules.

30. Family Pension Condition for grant:—A family pension to a Corporation employee would be calculated on the similar lines as is being allowed to the families of officer/employees of the State Government under the specific provisions of Government of Rajasthan Pension Rules as amended from time to time.

31. Application for Gratuity/Pension & Gratuity

(a) Applicability

(1) These regulations shall apply to all Corporation employees eligible for pension.

(2) For the purpose of these regulations "Gratuity" means death-cum-retirement gratuity if admissible under the regulations.

(b) Preparation of list of Corporation Employees due to retire within next 12 months:— The Deputy Director (Administration) shall have a list prepared every six months, i.e. on the 1st January and the 1st July each year of all employees of the Corporation who are due to retire within the next two years of that date. A copy of every such list shall be supplied to the Senior Accounts Officer of the Corporation not later than 31st January or 31st July, as the case may be, of that year. In the case of persons retiring for reasons other than by way of superannuation the Dy. Director (Adm.) shall promptly inform the Senior Accounts Officer of the Corporation as soon as such retirement becomes known to him.

32. Procedure for submission of formal application of pension:—Every Corporation employee shall directly submit a formal application for pension in the prescribed form to Joint Director (Adm.) one year in advance of their anticipated retirement. In cases in which the date of retirement cannot be foreseen one year in advance, the application shall be submitted immediately after the date of retirement is settled:—and a Corporation employee proceeding on leave preparatory to retirement in excess of one year shall submit application at the time of proceeding on such leave.

33. Authority competent to sanction pension:—The Authorities competent to sanction Pension/ DCRG shall be as under.

1. Managing Director	In respect of all officers and Warehousing Managers of the Corporation.

2. Joint Director (Adm.)	In respect of all categories of employees of the Corporation excluding Officers and Managers.

These authorities shall, having due regard to the provisions of the rules/regulations shall record orders in the form prescribed as to whether service rendered by the Corporation employee is approved for the grant of full pension or gratuity or both. If the service rendered is not approved, he/they should for that reason make such reduction from the amount of full pension or gratuity or both, admissible under the rules/regulations as they think proper.

34. Revision of pension due to detection of Clerical Error:—(1) Subject to the provisions of the regulations, pension once sanctioned after final assessment, shall not be revised to the disadvantage of the Corporation employee, unless such revision becomes necessary on account of detection of a clerical error. subsequently. Revision of pension to the disadvantage of pensioner shall be ordered by the pension sanctioning authority only after formal concurrence of the Senior Accounts Officer within a period of two years from the date of sanction.

(2) For the purpose of sub-regulation (1), the Corporation employee concerned shall be served with a notice by the pension sanctioning authority requiring him to refund the excess payments drawn within a period of two months from the date of receipt of the said notice. On his failure to comply with the notice, the authority sanctioning the pension shall order that such excess payment shall be adjusted by short payments in future, in one or more instalments as the said authority may order.

35. Commencement of Preparation of Pension Papers:—The Dy. Director (Adm.) shall undertake the work of preparing pension papers in the prescribed form one year before the date on which a Corporation employee is due to retire on superannuation or on the date on which he proceeds on leave preparatory to retirement whichever is earlier.

36. Despatch of Form of Formal Application for Pension:—

(1) The Dy. Director (Adm.) shall send to every officer/Corporation employee a formal application form for pension one year in advance of the date on which the Corporation employee attains the age of superannuation, or before the date of his anticipated retirement, if earlier, with the request that it should be returned to him duly completed as promptly as possible but in no case later than three months before the actual date of retirement. The Dy. Director (Adm) shall also draw attention of the retiring Corporation employee to the provisions of the regulations for timely action.

(2) On receipt of a copy of formal application for pension from the Dy. Director (Adm.) the retiring Corporation employee shall return it duly completed to the Deputy Director (Adm.) under intimation to the Joint Director (Adm.)/Managing Director as the case may be.

37. Issue of Pension Payment Order intimation of:—As soon as the pension and gratuity are finally assessed and the pension is payable the Dy. Director (Adm.) shall prepare pension payment order after taking into account the orders of pension sanctioning authority and the audit enfacement in Part-II of the form but shall not issue the said order more than a fortnight in advance of the date on which the Corporation employee is due to retire.

The fact of issue of Pension Payment Order shall be promptly reported to the Pension Sanctioning Authority/retiring Corporation employee.

38. Payment of Provisional Pension and Gratuity:—

(1) A Corporation employee should begin to draw pension form the date he retires from service irrespective of the fact whether the pension papers alongwith administrative sanction have been sent to the Assistant Accounts Officer (P) for issue of pension or not. In case where pen prepared and sent to the Assistant

Account Officer (P) duly sanctioned, the Dy. Director (Adm.) shall, after the most careful summary investigation, authorise payment of provisional pension to the extent of 75% of the maximum amount of pension and also of the gratuity to which he is entitled under these Regulations under intimation to Join Director/ Managing

Director. If pension papers have been prepared and sent to the Dy. Director (Adm.) before the date of retirement of a Corporation employee, the payment of provisional pension not exceeding the maximum amount of pension shall be sanctioned and 75% of the gratuity to which he is entitled under thses Regulations shall be sanctioned as the case may be and as may be admissible in each case. The sanction for provisional pension shall invariably be issued by the Dy. Director(Adm.) under these Regulations immediately before or latest by the actual date of retirement of a Corporation employee which shall remain valid till the pension case is finalised by the Joint Director/Managing Director.

(2) The Assistant Accounts Officer (P) shall draw provisional Pension and gratuity as provided in pension payment order for each pensioner separately and arrange to disburse pension on the 1st day of the month following the month in which the employee was retired. If the pensioner desires pension payment through Money Order or Bank Draft at the place where he is residing the same shall be remitted to him through Money Order or Bank Draft at his cost. The date on which payment of the provisional pension and gratuity is made to the pensioner shall be intimated to the Dy. Director (Adm.).

(3) The payment of provisional pension and gratuity shall be adjusted against the final payment of pension or/and gratuity. If the amount of provisional pension or gratuity granted and disbursed to a Corporation employee is found to be in excess of final pension or gratuity assessed he shall be called upon to refund such excess amount.

39. Preparation of Service Statement After Verifying Services:—As a first step, the Dy, Director (Adm.) shall prepare a Statement of the applicant's service in Part-II of the Form and thereafter proceed as follows:—

(a) he shall go through the service book and the service roll, if any, satisfy himself as to whether the annual certificates of verification for the entire service are recorded therein. In respect of the unverified portion or portions of service, he shall arrange to verify it or them as the case may be, with reference to pay bills, acquittance rolls or other relevant records and record the necessary certificate in the service book or service rolls, as the case may be.

(b) If the service for any period is not capable of being verified in the manner specified in sub regulation (a) that period of service having been rendered by the Corporation employee in any subordinate office a reference shall be made to that office in which the employee is shown to have served during that period for the purpose of verification.

(c) If any portion of service rendered by a Corporation employce is not capable of being verified in the manner specified in sub-regulation (a) and (b) the Corporation employee shall file a written statement on plain paper stating that he had in fact rendered that period of service and shall at the foot of the statement make and subscribe a declaration as to the truth of that Statement and shall, in support of such declaration produce all docuommentary evidence and furnish all information which is in his power to produce or furnish.

The authority competent to sanction pension to that Corporation employee shall after taking into consideration the facts in the written statement and the evidence produced and the information furnished by that Corporation employee in support of the said period of service, if satisfied, admit

that portion of service, as having been rendered for the purpose of calculating the pension of that Corporation employee.

40. Obligation of the Corporation employee to Clear the Corporation Dues:—

(1) It shall be the duty of every retiring Corporation employee to clear all Corporation Dues before the date of his retirement.

(2) The Dy. Director (Adm.) shall address Communication at least 3 months before the date of retirement of the employee for obtaining 'No Dues Certificate' from the Section Incharges.

41. Gratuity Payable in Lumpsum:—A gratuity shall be paid in a lumpsum, and not by instalments on receipt of gratuity payment order from Join Director (Adm.)/Managing Director of the Corporation as the case may be, out of the Corporation fund.

42. Procedure For Payment of Pension:—A pension is payable monthly on or after the first day of the following month in accordance with the pension regulations of the Corporation and instructions as may be issued from time to time.

43. Personal Appearance or Identification:—As a rule, a pensioner must take payment in person after indentification by comparison with the pension payment order.

44. Exemptions from Personal Appearance:—A pensioner who is unable to appear in consequence of bodily illness or infirmity may receive his or her pension upon production of a life certificate by a responsible officer authorised by the Corporation.

**45. Authorities for Signing A Life Certificate*:—

(1) A pensioner of any description, who produces a life certificate signed by any person specified hereunder is exempted from personal appearance :-

(i) A person exercising the powers of a Magistrate under Criminal procedure code.

(ii) A Registrar or Sub Registrar appointed under the Indian Registration Act.

(iii) Gazetted Officer.

(iv) A Police Officer not below the rank of Sub Inspector incharge of a Police Station.

(v) A Post Master, a Departmental Sub Post Master or an Inspector of Post Offices.

(vi) A Class I Officer of the Reserve Bank of India or an officer of the State Bank of India or Sub Accountant appointed as an agent or an Accountant at a branch of the State Bank of India or by a Bank included in the second schedule to the Reserve Bank of India Act, 1954.

(vii) A Block Development Officer or Naib Tehsildar.

(viii)A Member of Parliament or State Legislative Assembly or Sarpanch of village Panchayat. (2) Pensioner shall submit a Life Certificate once a year (in the month of November) certified by any of the above mentioned authorities.

In the future, any amendment issued by the State Government in this regard will also be applicable to the Corporation.

46. Certificate of Non-Employment:—

(a) A pensioner drawing pension in India is required to append to his bill a certificate as follows:—

"I declare that I have not received any remuneration for serving in any capacity either under Central/State Govt. or a Local Fund, during the period for which amount of pension claimed in this bill is due."

(b) In the case of a pensioner permitted to draw pension after the re-employment, this certificate should be modified according to the facts.

47. Renewal of Pension Payment Order:—When a reverse of a pension payment order is filled up or when the pensioner's half is found to be worn or torn both halves may be renewed by the concerned Drawing & Disbursing

48. When A Corporation Servant Dies before Retirement or Discharge:—If a Corporation employec dies before actually retiring or being discharged, his heirs have no claim to anything in respect of his legal pension except to the extent and subject to the conditions specified in these Regulations i.e. his heirs should be entitled to the benefit of Gratuity/Family pension, if admissible under rules.

49. Re employment After Compensation Pension:—(a) A Corporation employee who has obtained a compensation pension, if re-employed may retain his pension in addition to his pay provided that he is re-employed in a post paid from the Corporation fund, the pension shall remain wholly or partly in abeyance if the sum of the pension and the initial pay on re-employment exceeds his substantive/officiating pay at the time of his discharge, that is, a corporation employee can draw so much of pension only as will make his initial pay plus pension equal to his substantive/officiating pay at the time of discharge. Once the amount of the pension has been fixed in conformity with the above condition, the employee shall be entitled to receive the benefits of increments in his new scale or promotion to another scale or post without a further corresponding reduction in pension, nor shall the amount of pension so fixed be varied during leave.

(b) If his re-employment is in qualifying service, he may either retain his pension (subject to the proviso to (a) above), in which case his former service will not count for future pension or cease to draw any part of his pension and Count his previous service.

50. Re-employment After Superannuation or Retiring Pension:—A Corporation employee who is in receipt of a superannuation or retiring Pension shall not be re employed or continue to be employed in service paid from the Corporation excepl on public grounds. Sanction to re-employment for extension of the term of employment may be given as follows:—

(i) By the Corporation when the pension served before retirement in a gazetted appointment.

(ii) By any authority sub-ordinate to the Corporation to whom the Corporation may delegate its powers under this Regulation in respect of pensioner re-employed in establishment under the control of such authority.

51. Commutation of Pension:—The Retired Corporation employees who may be entitled to or have been granted pension under these Regulations may commute a portion of their pension as per the Rajasthan Civil Service Commutation and Pension Rules, 1981.

52. Government of Rajasthan's Decision:—Decision and interpretations given by the Government of Rajasthan in respect of Pension and Gratuity Rules, with amendments from time to time, being similarly worded as these regulations, shall apply mutatis mutandis to the employees of the Corporation who have opted for pensionery benefits.

**53. Pension Fund*:—The existing balance in CPF Account of all the employees who opt for Pension Scheme shall be bifurcated into two parts i.e. (A) Employee's own subscription and interest thereon and (B) the Corporation's contribution and interest thereon. While the employee's subscription and interest thereon shall be transferred to the respective GPF Account, the Corporation's contribution and interest thereon shall be transferred to the Pension Fund. The Corporation shall contribute to the Pension Fund at the rate at which contribution is being made at present to the CPF Account of the employees. The computation shall be done with reference to basic pay plus Dearness Allowance. However, for any shortfall in the Pension fund the Corporation will make additional contribution to the Pention Fund.

The Pension Fund shall be kept in a separate PD Account with the State Government or with an approved pension fund manager such as Life Insurance Corporation of India or the like and the account shall be operated jointly by the Managing Director and the Chief Accounts Officer of the Corporation.

The Pension fund would be re

All payments relating to Pension and Gratuity shall be made from the Pension fund and the Corporation fund respectively.

54. Administration of Fund:—The RSWC Pension fund shall be administered jointly by the Managing Director and the Senior Accounts Officer of the Corporation from the date of application of these regulations keeping in view the instructions issued by the Corporation from time to time.

The Pension fund sufficient to meet monthly disbursement shall be in an account opened in any scheduled bank or its subsidiary

The cheques will be signed by the officers as authorised from time to time by the Board of Directors of the Corporation.

55. Transfer to Pension Fund by Corporation:— The Corporation shall transfer its share of C.P.F. Contribution 2 10% (or as may be revised from time to time) on the "basic pay plus D.A." to the RSWC Pension Fund latest by 10th of succeeding month.

The employer's share with interest except for those existing employees as on 1-1-1990 who have opted for continuing the CPF benefits, shall be transferred to the RSWC Pension Fund and the employees share with interest shall be transferred to the RSWC GPF Fund.

FORM 1 (A)

RAJASTHAN STATE WAREHOUSING CORPORATION, JAIPUR

FORM 1 (A)

OPTION FORM

(Regulation No. 5 RSWC Pension Regulation)

I ..... Designation ..... at present entitled to C.P F. benefit under the R.S. W.C. (Employee P.F.) Regulations, 1962 hereby opt for the pension Benefits and to subscribe to the Employees Gerneral Provident Fund under the R.S.W.C. Employees Pension Regulations & G. P. F. Regulations. 1990.

1. C.P F. A/c No. .... 2. Name (In Block letters) .... 3. Father's/Husband's Name .... 4. Occupation .... 5. Sex .... 6. Religion .... 7. Permanent Address ....

I declare that all particulars stated sbove are true to the best of my knowledge and belief. I also enclose herewith my application in the prescribed form for becoming a subscriber to the RSWC Employees General Provident Fund, 1990.

Place:— Signature or left hand thumb

Date : Impression of person (Employee) Encl : As above

Certified that above declaration has been signed by Shri/Shrimati/Kumari .....

(Designation) ..... (Section/Warehouse) ..... before me.+

Place:— Signature of the Warehouse Manager/ Section Offficer or other authorised Officer Designation and Rubber Stamp

Date:—

FORM-1(B)

RAJASTHAN WAREHOUSING CORPORATION, JAIPUR

FORM I (B)

(Regulation No. 5 RSWC Pension Regulation)

I ..... Designation ..... at present member of C.P F. with Account No. ..... want to continue in the present R.S.W.C., C.P F. Scheme.

1. Name (In Block letters) .....
2. Father's/Husband's Name .....
3. Occupation .....
4. Sex .....
5. Religion .....
6. Permanent Address .....

I declare that all particulars stated above are true to the best of my knowledge and belief.

Place : Signature or left hand thumb

Date : impression of (Employee).

certified that above declaration has been signed by Shri/Shrimati/Kumari ..... (Designation) ..... (Section/Warehouse) ..... before me.

Place:

Signature of the Warehouse Manager/ Section Officer or other authorised Officer

Designation and Rubber Stamp

Date:—

RAJASTHAN STATE WAREHOUSING CORPORATION, JAIPUR

In exercise of the powers conferred by Section 42 of the WAREHOUSING CORPORATIONS ACT, 1962 (Central Act No. 58 of 1962) the RSWC, with the previous sanction of the Government of Rajasthan, hereby makes the following regulations to regulate matters related to the GPF for its employees (Officers & Staff.)

CHAPTER I

1. Short title:—These Regulations shall be called the RSWC Employees General Provident Fund Regulations, 1990.

2. Date of application:—These Regulations shall come into force w.e.f. 1-1 -1990.

3. Definition:—In these Regulations unless there is anything repugnant in the subject or context:

(a) "Family" means a Corporation employee's wife, legitimate children and step children residing with and wholly dependent upon him. Not more than one wife is included in a family. In the case of female employee it includes depenent husband also.

(b) "Financial Year" means the year commencing on the first day of April.

(c) "Fund" means the RSWC Employees General Provident Fund, 1990.

(d) "Managing Director" means the Managing Director appointed by the Government of Rajasthan under Sub-Section 1 (c) of Section 20 of the Warehousing Corporations Act, 1962 (Central Act No. 58 of 1962).

(e) "Pay" means basic pay only.

Note:—All funds pertaining to the subscribers of the RSWC CPF Trust who have opted for RSWC Employees General Provident Fund Regulations shall be transferred from time to time to the said fund on its receipt from the various sources while the employer's contribution along with interest shall be transferred in the Pension Fund as per the method prescribed in the Regulation 53 of the RSWC Employees Pension Regulations 1990."

(f) "Subscriber" means an employee of the Corporation who is required or is permitted to subscribe to the fund under these Regulations.

(g) "Subscription" means any sum credited by on behalf of an employee out of his wages / salary etc. to the individual accounts of the employee in the Fund but it does not include any sum credited as interest.

All other definitions except above shall have the same meaning for the purpose of these regulations as defined in the **RSWC Employees Pension Regulations, 1990.**

4. Recovery of arrears of CPF:—Recovery of arrears of CPF, if any, left unrecovered or withheld on account of suspension of the employee or on reinstatement after removal from service etc. shall be made in instalments being not less than the contribution of the current month or in lumpsum.

5. Administration of the Fund:—The fund shall be administered by the Sr. Accounts Officer from the date of application of these Regulations keeping in view the instructions issued by the Corporation from time to time. All Officers and staff appointed for the administration, control and maintenance of accounts etc. shall for all intents and purposes be deemed to be in the service of the Corporation and shall be inter-transferable. Such officers and staff shall be subject to all rules and regulations and all other conditions of service of the Corporation. The monthly accumulations of the fund shall be invested into the P.D. Account of the Government of Rajasthan separately after meeting with monthly requirements keeping in view the instructions issued by the Corporation/Government in this regard. Apart from this, the following points shall be kept in view in connection with administration of the Fund Accounts:—

(i) All expenses relating to the administration of the fund shall be borne by the Corporation.

(ii) The accounts of the fund will be maintained by the Sr. Accounts Officer in such form and manner, as may be prescribed from time to time by the Corporation.

(iii) All sums paid to the fund or withdrawn from it under these Regulations shall be booked in the books of the Corporation to an account named "RSWC Employees General Provident Fund."

(iv) The fund shall be operated upon jointly by the Managing Director and Joint Director (Adm.) or such Officer as may be authorised by the Corporation.

(v) The Assistant Accounts Officer (P) shall prepare Budget Estimates showing the probable receipts from the subscription, probable withdrawals and other expenditure from the Fund during the following financial year and shall forward to the Sr. Accounts Officer on such date as may be fixed for the submission of the Budget Estimate by the Managing Director.

(vi) The Sr. Accounts Officer shall furnish to the Managing Director such Accounts/Returns relating to the Fund as may be prescribed by the Corporation.

(vii) At the end of each financial year an Income and Expenditure Account together with the balance sheet of the fund duly checked/audited by Chartered Accountant shall be laid down before the Board of Directors of the Corporation at a meeting to be held before 31st December each year for their approval.

(viii) The power to interprete the provision of these Regulation shall vest in the Managing Director of the Corporation.

Note:—1. The Managing Director and the Joint Director (Adm.) of the Corporation who at present being the trustees of the CPF Trust and are required to sign all documents pertaining to withdrawal and maturity proceeds along with interest thereon shall continue to sign all such papers/documents, as Trustee till all such securities/bond/deposits are fully recovered in the subsequent months/years even after inplementation of the "Employees General Provident Fund Regulations."

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

MEMBERSHIP, NOMINATION AND SUBSCRIBERS ACCOUNTS

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

(ii) Subscriber of the Fund shall continue to be the member of the fund to the date he continues to be in the service of the Corporation.

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

8. Amount of Subscription:—The amount of subscription payable for any month by the employee shall be at the same rates as applicable to C.P.F. and only basic pay shall be considered for computation of subscription.

Further an employee at his option may subscribe to the maximum of his monthly pay under intimation to Sr. Accounts Officer but such contribution shall be rounded off to the multiple of Rupees hundred only. Such Option shall invariably be exercised in March itself and shall stand valid for minimum of twelve months provided that:—

(i) In the case of an employee under suspension, no subscription shall be recovered from the subsistance grant. If the subscriber is subsequently reinstated, he shall be allowed the option of paying it in lumpsum, or in instalments. Each instalment being not less than the contribution of the current month. If an employee under suspension desires in writing for the contribution of his subscription out of the substantive grant, he shall be allowed to do so.

(ii) In case the subscriber was on leave without pay, the emoluments will be those, which he would receive on the first day of duty after the expiry of such leave.

Note:—1. The present system of maintenance of the Broad Sheet on the Pattern of C.P.F. in respect of deduction of the subscription pertaining to each financial year and loan recoveries shall continue to be maintained by the Sr. Accounts Officer, as usual.

2. "Every person except existing employees who are required to become a subscriber of the fund shall be asked forthwith by the Dy. Director (Adm.) to furnish and shall on such demand furnish to him, for communication to the Sr. Accounts Officer particulars concerning himself and his nominee required for the declaration in

Form No. 1. The Dy. Director (Adm.) shall enter the particulars in the declaration form and obtain the signature or thumb impression of the person concerned."

9. Duties of Head of Office:—The Asstt. Accounts Officer (P) shall send to the Sr. Accounts Officer within 10 days of the close of each month a return in

Form No. 2 of the employees qualifying to become subscribers of the fund for the first time during the preceding month together with the declaration in Form 1 furnished by such qualifying employees.

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

11. Nomination:—

(a) Each subscriber shall make in his declaration Form 2 attached, a nomination conferring the right to receive the amount that may stand to his credit in fund in the event of his death during service period or after retirement if the employee dies without getting payment.

(b) A subscriber shall in his nomination distribute the amount in the form of percentage that may stand to his credit in the Fund amongst his nominees at his own discretion if the nominees are more than one.

(c) If a subscriber has a family at the time of making a nomination, the nomination shall be in favour of one or more persons belonging to his family. Any nomination made by such subscriber in favour of a person not belonging to his family shall be invalid.

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

(e) A nomination made under sub-regulation (a) may at any time be changed by the subscriber by a written notice of its cancellation and giving a fresh nomination in

Form-3. If the nominee predeceases, the subscriber, the interest of the nominee shall revert to the subscriber who shall make a fresh nomination in respect of such interest.

(f) A nomination or a notice of its cancellation as also fresh nomination or its modification shall take effect to the extent that it is valid on the date on which it is received by the Dy. Director (Adm.)

12. Subscriber's account:— (a) A separate account with separate number shall be opened in the name of each subscriber in which shall be credited/debited.

(i) His subscription;
(ii) Loans & advances paid:

(iii) Loan recoveries;

(iv) The interest as provided in Rule 13 on the balance and monthly subscriptions.

NOTE:—(a) All items of the accounts shall be calculated to the nearest rupee i.e. 50 paise and above will be rounded off to the next whole rupee and less than 50 paise will be ignored.

(b) A subscription book in form No. 4 shall be supplied to each subscriber by the Corporation free of charge. For issue of duplicate subscription book actual cost of book will be charged. The books shall be returnable at the time of final payment. The amount deducted from his pay each month as subscription to the fund shall be noted in the book by the pay disbursing officer under his dated signatures. For this purpose, the subscriber should present the book to the pay disbursing officer every month.

13. Interest:—The Sr. A.O. shall credit to the account of each subscriber interest at such rate as may be determined by the Corporation. The rate of interest shall not be less than the rate declared by the Govt. of Raj. for the members of General Provident Fund Scheme of the Government employees.

(i) Interest for the period of currency of the account shall be allowed on the balance standing to the credit of the subscriber on the first day of April falling within the period of currency.

(ii) In the case of a claim for the refund under Rules 18 & 19 interest shall be payable upto the end of the month preceding the date on which the full payment is authorised irrespective of the date of receipt of the claim from the claimant concerned. Provided that the rate of interest to be allowed on claims for refund for the broken currency period shall be the rate fixed for the financial year in which the refund is authorised.

NOTE:—The aggregate amount of interest credited to the account of the subscribers shall be debited to the interest paid account.

14. Annual Statement of Accounts:—

(1) As soon as possible after the close of each year the Sr. A.O. shall send to each subscriber a statement of his account in the Fund in

Form No. 5 showing the opening balance at the beginning of the year, the total amount credited during the year, the total amount of interest credited during the year, loan paid, loan recoveries if any, and closing balance at the end of the year.

(2) The Sr. A.O. shall indicate in the statement of account an enquiry whether the subscriber desires to make any alteration in the nomination already made under regulation.

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

15. Advance From the Fund:—

(1) The appropriate sanctioning authority may sanction payment to any subscriber of an advance (In whole rupees) not exceeding three month's pay or half the amount standing to his credit in the Fund, whichever is less, for one or more of the following purposes:—

(a) to pay expenses in connection with the illness or a disability, including where necessary, the traveHing expenses of the subscriber or any person actually dependent on him.

(b) to meet the cost of higher education including where necessary, the travelling expenses or the subscriber or any person actually dependent on him in the following cases, namely:—

(i) for education outside India for an academic, technical, professional or vocational course beyond the High School stage, and

(ii) for any medical, engineering or other technical or specialised course in India beyond the High School stage, provided that the course of study is for not less than three years.

(c) to pay obligatory expenses on a scale appropriate to the status which by customary usage the subscriber has to incur in connection with marriages or other ceremonies of himself or of his children or of any other personal actually dependent on him :

Provided that the condition of actual dependence shall not apply in the case of a son or the daughter of the subscriber :

Provided further that the condition of actual dependence shall not apply in the case of an advance required to meet the funeral expences of the parent of a subscriber.

(d) to meet the cost of legal proceeding instituted by the subscriber for vindicating his position in rogard to any allegations made against him in respect of any act done or purporting to be done by him in the discharge of his official duty, the advance in this case being available in addition to any advance admissible for the same purpose from any other Corporation source:—

Provided that the advance under this sub-clause shall not be admissible to a subscriber who institutes legal proceedings in any court of law either in respect of any matter unconnected with his official duty or against Corporation in respect of any condition of service or penalty imposed on him.

(e) to meet the cost of his defence where the subscriber is prosecuted by Corporation in any court of law or where the subscriber engages a legal

practitioner to defend himself in any enquiry in respect of any alleged official misconduct on his part.

(2) An advance shall not except for special reasons to be recorded in writing be granted to any subscriber in excess of the limit laid down in sub-rule (1) or until re-payment of the last instalment of any previous advance.

NOTE:— (1) Sanctions for the grant of loans out of Provident Fund:—Amount may be sanctioned in the

form No. 6 for specified objects mentioned in Rule 15.

(2) The Provident Fund money is primarily intended for the welfare of the family of the employee and diversion of that money for other purposes would defeat the intention. It is to say that withdrawal/temporary advances from Provident Fund for the purpose of investing the amount in the National Defence Fund/Bonds etc. shall not be permitted by the authorities competent to sanction advances from Provident Fund.

(3) Advance may be granted in the following types of cases provided the employees of the Corporation apply in writing for the same within three months from the date of the occurrence of the event :

(i) Where the advance is desired for repayment of a debt which the employee of the Corporaion has incurred on account of any of the purposes specified in Rule 15.

(ii) Where the employee of the Corporation has applied for the advance for any of the purposes enumerated in the rule i.e. before the occurrence of the event but the sanction for the grant of advance was not communicated till the occurrence of event for which advance was asked for.

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

16. (1) An advance shall be recovered from the subscriber in such number of equal monthly instalments as the sanctioning authority may direct but such number shall not be less than twelve unless the susbcriber so elects, or in any case more than twenty-four. A subscriber may, at his option, repay more than one instalment in a month. Each instalment shall be a number of whole rupees, the amount of the advance being raised or reduced, if nccessary, to admit of the fixation of such instalments:

Provided that where the amount advanced exceeds three month's pay or half the amount at the credit of the subscriber, it shall be open to the sanctioning authority to direct that the amount may be recovered in a maximum of forty eight instalments.

Note:— (1) It has been laid down in proviso to Rule 16 (1) that when the amount of Provident Fund advance exceeds three month's pay or half the amount at the credit of the subscriber, it shall be open to the sanctioning authority to direct that the amount may be recovered in a maximum of forty-eight instalments. It is not the intention that the recovery may be permitted to be made in 48 instamlents irrespective of the number of months pay advanced. The number of instalments should not ordinarily exceed those indicated below:—

When amount of advance equals	No. of instalments in which recoverty might be made
03 Month’s pay	24
04 Month’s pay	32
05 Month’s pay	40
06 Month’s pay or more	48

Where, however, a case deserves special consideration and it appears that the recovery as above will cause undue hardship the repayment may be ordered to be made in any number of instalments not exceeding 48.

(2) Recovery shall be made from the emoluments payable by Corporation for the realisation of subscriptions, and shall commence, on the first occasion after the advance is made on which the subscriber draws pay, or remuneration on foreign service, for a full month. Recovery shall not be made except with the subscriber's consent while he is in receipt by subsistance grant or is on leave which either does not carry any leave salary or carries leave salary equal to or less than half-pay or half- average pay.

The recovery may be postponed on the subscriber's written request, by the sanctioning authority during recovery of an advance of pay granted to the subscriber.

(3) If more than one advance has been made to a subscriber, each advance shall be treated separately for the purpose of recovery.

(4) (a) After the principal of the advance has been fully repaid interest shall be paid thereon at the rate of one-fifth percent of the principal for each month or broken portion of a month during the period between the drawal and complete repayment of the principal in accordance with the formula.

$$\frac{Principal \times Time \times Rate}{100}$$

(b) Interest shall ordinarily be recovered in one instaIment in the month after complete repayment of the principal, but, if the period referred to in clause (a) exceeds twenty months, interest may, if the subscriber so desires, be recovered in two equal monthly instalments. The method of recovery shall be that prescribed in sub-rule (2). Payments shall be rounded to the nearest rupee.

(5) If an advance has been granted to a subscriber and drawn by him and the advance is subsequently disallowed before repayment is completed the whole or balance of the amount withdrawn shall, with interest at the rate provided in Rule 13, forthwith be repaid by the subscriber to the Fund, or in default be ordered by the Managing Director to be recovered by deduction from the emoluments of the subscriber in a lump sum or in monthly instalments not exceeding twelve as may be directed by the authority competent to sanction an advance for the grant of which, special reasons are required under clause (c) of sub-rule (1) of Rule 15.

(6) Recoveries made under this rule shall be credited as they are made to the subscriber's account in the Fund.

PAYMENTS TOWARDS INSURANCE POLICIES

16-A. (1) Subject to the conditions herein after contained in rules 16-B to 16–J:

(a) Payment towards a policy of Life Insurance may at the option of a subscriber, be substituted in whole or part for subscriptions due to the Fund;

(b) the amount of subscriptions with interest thereon standing to the credit of a subscriber in the Fund may be withdrawn to meet

(i) a payment towards a policy of Life Insurance;

(ii) the purchase of a single payment Insurance policy:

Provided that no amount shall be withdrawn (1) before the details of the proposed policy have been submitted to the Sr. Accounts Officer/Assistant

Accounts Officer (P) and accepted by him as suitable or(2) to meet any payment or purchase made or affected more than 3 months before the withdrawal or (3) in excees of the amount required to meet a premium or subscription actually due for payment within 3 months of the date of withdrawal:

Provided further that payment towards an educational endowment policy may not be substituted for Subscriptions to the Fund and that no amounts may be withdrawn to meet any payment or purchase in respect of such a policy if that policy is due for payment in whole or part before the subscriber's age of normal superannuation.

Provided further that amounts withdrawn shall be rounded to the nearest whole rupee;

(2) The number of policies in respect of which substitution for subscriptions due to the Fund or withdrawal of subscriptions from the Fund may be permitted under this Rule shall not exceed four.

Provided that where immediately before joining the Fund a member of the service was a subscriber to any other non-contributory Provident Fund maintained by the Corporation and substitution for subscriptions due to or withdrawal of subscriptions from that fund was permitted in respect of more than four policies, such substitution or withdrawal shall continue to be permitted in respect of these policies under this Rule.

(3) The premium for a policy in respect of which withdrawal of subscriptions may be permitted under this Rule shall be payable annually and not otherwise.

Explanation:—In computing the maximum number of policies specified in sub-rule (2) policies which have matured or have been converted into paid up ones, shall be excluded.

16.B (1) If the total amount of any subscriptions or payments substituted under clause (a) of Rule 16 A is less than the amount of the minimun subscriptions payable to the Fund the difference shall be rounded to the nearest rupee and paid by the subscriber as a subscription to the Fund.

(2) If the subscriber withdraws any amount standing to his credit in the Fund for any of the purposes specified in clause (b) of Rule 16-A, he shall subject to his option under clause (a) of that rule, continue to pay to the Fund the subscription payable provided that no subscription shall be payable by a employee of the corporation who has ceased to subscribe to the Fund.

16-C. (1) A subscriber who desires to substitute a subscription or payment under clause (a) of Rule 16-A may reduce his subscription to the Fund accordingly:

Provided that the subscriber shall:—

(a) intimate to the Sr. Accounts Officer on his pay bill or by letter the fact of, and reason for the reduction.

(b) send to the Sr. Accounts Officer within such period as the Sr. Accounts Officer may require receipts or certified copies of receipts in order to satisfy the Sr. Accounts Officer that the amount by which the subscription has been reduced was duly applied for the purposes specified in clause (a) or Rule 16 A.

(2) A subscriber who desires to withdraw any amount under clause (b) of Rule 16-A shall—

(a) intimate the reason for the withdrawal to the Sr. Accounts Officer by letter;

(b) make arrangements with the Sr. Accounts Officer for the withdrawal;

(c) send to the Sr. Accounts Officer within such period as the Sr. Accounts Officer may require, receipts or certified copies of receipts in order to satisfy the Sr. Accounts Officer that the amount withdrawn was duly applied for the purposes specified in clause (b) of Rule 16 A.

(3) The Sr. Accounts Officer shall order the recovery of any amount by which subscriptions have been reduced or of any amount withdrawn, in respect of which he has not been satisfied in the manner required by clause (b) of rule (1) and clause (c) of sub-rule (2) with interest thereon at the rate provided in Rule 13 from the emoluments of the subscriber and place it to credit of the subscriber in the Fund.

16.D (1) Corporation shall not make any payment on behalf of subscribers to insurer nor take steps to keep a policy alive.

(2) A policy to be acceptable under these rules shall be one effected by the subscriber himself on his own life, and shall (unless it is a policy effected by a male subscriber which is expressed on the face of it to be for the benefit of his wife, or of his wife and children, or any of them, by such as may be legally assigned by the subscriber to the Corporation.

Explanations

(1) A policy on the joint lives of the subscriber & subscriber's wife or husband shall be deemed to be a policy on the life of the subscriber for the purposes of this sub-rule.

(2) A policy which has been assigned to the subscriber's wife shall not be accepted unless either the policy is first re-assigned to the subscriber or the subscriber and his wife both join in an appropriate assignment.

(3) The policy may not be effected for the benefit of any beneficiary other than the wife or husband of the subscriber or the wife or husband and children of the subscriber or any of them.

16 E. (1) The policy within six months after the first withholding of a subscription or withdrawal from the Fund in respect of the policy:—or in the case of an Insurance Company whose headquarters are outside India, within such further period as the Sr. Accounts Officer, if he is satisfied by the production of the completion certificate (Interim receipt) may fix, shall—

(a) unless it is policy effected by a male subscriber which is expresses on the face of it to be for the benefit of the wife subscriber, or of his wife and children or any of them, be assigned to the Corporation as security for the payment of any sum which may become payable to to the Fund under Rule 16 J and delivered to the Sr. Accounts Officer, the assignment being made by endorsement on the Policy in

Form 7(A) or Form 7(B) of Form 7(C) accordingly as the policy is on the life of the subscriber or on the joint lives If the subscriber and the subscriber's wife or husband or the Policy have previously been assigned to the subscriber's wife.

(b) if it is policy effected by a male subscriber which is expressed on the face of it to be for the benefit of the wife of the subscriber or of his wife and children or any of them, be delivered to the Sr. Accounts Officer.

(2) The Sr. Accounts Officer shall satisfy himself by reference to the Insurance Company where possible, that no prior assignment of the policy exists.

(3) Once a policy has been accepted by a Sr. Accounts Officer for the purpose of being financed from the Fund the terms of the policy shall not be altered nor shall the policy be exchanged for another policy without the prior consent of the Sr. Accounts Officer to whom the details of the alteration or of the new policy shall be furnished.

(4) If the policy is not assigned and delivered, or delivered, within the said period of six months or such further period as the Sr. Accounts Officer may, under sub-rule (1), have fixed, any amount withheld or withdrawn from the Fund in respect of the policy shall with interest thereon at the rate provided in Rule 13 forthwith be paid or repaid, as the case may be, by the subscriber to the Fund or, in default be ordered by the Sr. Accounts Officer to be recovered by deduction from the emoluments of the subscriber, by instalments or otherwise, as may be directed by the authority competent to sanction an advance for the grant of which special reasons are required under clause (c) of sub-rule (1) of Rule 15.

(5) Notice of assignment of the policy shall be given by the subscriber to the Insurance Company, and the acknowledgement of the notice by the Insurance Company shall be sent to the Sr. Accounts Officer within three months of the date of assignment.

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

16.G. (1) Save as provided by Rule 16 J when the subscriber—

(a) quits the service:—or

(b) has proceeded on leave preparatory to retirement and applies to the Sr. Accounts Officer for reassignment or return of the policy:—or

(c) While on leave has been permitted to retire or declared by a competent medical authority to be unfit for further service and applies to the Sr. Accounts Officer for re-assignment or return of the policy; or

(d) pays or repays to the Fund the whole of any amount withheld or withdrawn from the Fund for any of the purposes mentioned in sub-clause (ii) of clause (a) of Rule 16 A and sub-clause (i) and (ii) of clause (b) of Rule 16 A with interest thereon at the rate provided in Rule 13. The Sr. Accounts Officer shall—

(i) if the policy has been assigned to the Corporation under Rule 16 E or under the corresponding Rule here to fore in force reassign the policy in the Form set-forth in the Schedule to the subscriber or togather with a signed notice of the reassignment addressed to the Insurance Company.

(ii) If the policy has been delivered to him under clause (b) of sub-rule (1) of Rule 16 E make over the policy to the subscriber:—

Provided that, if the subscriber, after proceeding on leave preparatory to retirement, or after being, while on leave permitted to retire or declared by a competent medical authority to be unit for further services, returns to duty, any policy so reasigned or made over shall, if it has not matured or been assigned or charged or encumbered in any way, be again assigned to the Corporation and delivered to the Sr. Accounts Officer or again be delivered to the Sr. Accounts Officer, as the case may be, in the manner provided in Rule 16 E and thereupon the provisions of the these Rules shall, so far as may be again apply in respect of the policy:

Provided further that, if the policy has matured or been assigned or charged or encumbered in any way, the provisions of sub-rule (4) of Rule 16 E applicable to a failure to assign and deliver a policy shall apply—

(2) save as provided by Rule 16 J when the subscriber dies before quiting the service, the Sr. Accounts Officer shall—

(i) If the policy has been assigned to the Corporation under Rule 16 E or under the corresponding Rule here to fore in force, reassign the policy to such person as may be legally entitled to receive it, and shall make over in the policy to such person together with a signed notice of the reassignment addressed to the Insurance Company.

(ii) If the policy has been delivered to him under clause (b) of sub-rule (i) of Rule 16 E make over the policy to the beneficiary if any or if there is no beneficiary, to such person as may be legally entitled to receive it.

16 H. If a policy assigned to the Corporation under Rule 16 E or under the corresponding Rule heretofore in force matures before the subscriber quits the service, or if a policy on the joint live of a subscriber and the subscriber's wife or husband assigned under the said Rule or under the corresponding Rule heretofore in force, falls due for payment by reason of the death of the subscriber's wife or husband, the Sr. Accounts Officer shall save as provided by Rule 16 J proceed as follows:—

(i) if the amount assured together with the amount of any accrued bonuses is greater than the whole of the amount withheld or withdrawn from the Fund in respect of the policy interest thereon at the rate provided in Rule 13 the Sr. Accounts Officer shall reassign the policy to the subscriber or to the subscriber and the joint assured as the case may be and make it over to the subscriber who shall immediately on receipt of the policy monies from the insurance company pay or repay to the Fund the whole of any amount withheld or withdrawn with interest and in default, the provisions of sub-rule (4) or Rule 16 E applicable to a failure to assign and deliver a policy shall apply;

(ii) if the amount assured together with the amount of any accured bonuses is less than the whole of the amount withheld or withdrawn with interest, the Sr. Accounts Officer shall realise the amount assured together with any accured bonuses and shall place the amount so realised to the credit of the subscriber in the Fund.

(2) Save as provided by Rule 16 J. if a policy delivered to the Sr. Accounts Officer under clause (b) of sub-rule (1) of Rule 16 E matures before the subscriber quits the service the Sr. Accounts Officer shall make over the policy to the subscriber :

Provided that if the interest in the policy of the wife of the subscriber or of his wife and children, or any of them as expressed on the face of the policy, expires when the policy matures, the

subscriber, if the policy monies are paid to him by the Insurance company shall immediately on receipt thereof pay or repay to the Fund either:

(i) the whole of any amount withheld or withdrawn from the Fund in respect of the policy with interest thereon at the rate provided in Rule 13.

OR

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

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

16.J If the Sr. Accounts Officer receives notice of—

(a) an assignment (in otherwise than an assignment to the Corporation under Rule 16 E), or

(b) a charge or encumberance on, or

(c) an order of a Court restraining dealings with the policy of any amount realised thereon. The Sr. Accounts Officer shall not:—

(i) reassign or make over the policy as provided in Rule 16 G, or

(ii) realise the amount assured by the policy or reassign, or make over the policy, as provided in Rule 16 H.

but shall forthwith refer the matter to Managing Director.

16 K. Notwithstanding anything contained in these Rules, if the sanctioning authority is satisfied that money drawn as an advance from the Fund under clause (1) of Rule 16 or (with holder) withdrawn from the Fund under clause (a) or clause (b) of Rule 16 A has been utilised for purpose other than that for which sanction was given to the drawal, withholding or withdrawal of the money, the amount in question, shall with interest at the rate provided in Rule 13 forthwith be repaid or paid, as the case may be, by the subscriber to the fund, or in default be ordered to be recovered by deduction in one instalment from the emoluments of the subscriber even if he be on leave. If the total amount to be repaid or paid, as the case may be, be more than half the subscriber's emoluments recoveries shall be made in monthly instalments of moieties of his emoluments till the entire amount recoverable be repaid or paid as the case may be by him.

Note:—The term 'emoluments' as used in this rule does not include subsistence grant.

17. Final withdrawals of accumulations in the Fund:—When a subscriber quits the service, the amount standing to his credit in the Fund shall become payable to him:

Provided that a subscriber, who has been dismissed from the service and is subsequently reinstated in the service shall, if required to do so by Corporation repay any amount paid to him from the Fund in pursuance of this rule, with interest thereon at the rate provided in Rule 13, either in lumpsum or in such instalments as may be fixed by the Managing Director as a condition of continued employment. The amount so repaid shall be credited to his account in the Fund.

NOTE—

(1) As the amount standing at the credit of a subscriber the Fund is not payable under the rules of the Fund, until he quits the service or proceeds on leave preparatory to retirement, it will be against the spirit of rules permit a Corporation employee to withdraw the entire accumulations in his General Provident Fund Account before he actually quits service.

(2) To eliminate all avoidable delays, it is considered necessary to have a standard form containing the request of the person applying for final payment of the provident fund money as well as various particulars and certificates to be furnished by the different ware houses/sections of Head Office. Separate forms at Appendix 'D' to G.P.F. Rules have accordingly been prescribed. Request for payment of Provident Funds moneys should invariably be made by the claimants in appropriate prescribed forms (Appendix 'D'--Form A/B).

(3) A subscriber who has already drawn or may draw in future an advance under Rules 16 for any of the purposes specified in clauses (a), (b) and (c) of sub-rule (1) of Rules 16 may convert at his discretion by written request addressed to the Sr. Accounts Officer through the sanctioning authority the balance outstanding against it with interest into a final withdrawal on his satisfying the condition laid down in Rules 17.

(4) It has been observed that in case of subscriber who dies while in service, the payment of the amount due to the nominee/nominees is sometimes delayed for the reasons that the intimation about the death of the subscriber is not received by the Senior Accounts Officer concerned promptly and there is also delay in submission of the required application by the nominee/nominees. To obviate and reduce such delays the followings steps should be taken:—

(i) Intimation about the death of a subscriber while in service should be sent to the Sr. Accounts Officer promptly to enable him in initiate action for completion of the Provident Fund Account. The Sr Accounts Officer may at the same time be requested to in form the Head of Office/Department, the details of nomination etc. made by the deceased subscriber.

(ii) Action should be taken to get the application for final payment of Provident Fund money from the nominee/family members of the subscriber, for submission to the Sr. Accounts Officer without waiting for the legal heirs to initiate action.

(5) The Corporation shall allow final withdrawal of P.F. money for the following purposes on the terms & conditions mentioned against each item:

(i) to meet the cost of education of himself or dependent children of the subscriber only outside India for academic, technical, professional or vocational courses beyond High School stage and for Medical, Engineering and other technical or specialied courses, in India, beyond the High School stage provided the course of study is not less than 3 years.

(ii) for building, altering or enlarging a house or for acquiring a suitable house, including the cost of site or payment of outstanding amount on account of loan expressly taken for the purpose before the date of receipt of the application for withdrawal.

(iii) for the marriage of the subscriber's sons and daughters and if the subscriber had no daughter or any other female relation dependant on him.

Terms and conditions for the final withdrawal of P.F.money for educational purpose:—

(a) The amount of withdrawal has been limited to three months pay or half the amount standing to the credit of the Corporation employee in the case of non CPF or the amount actually subscribed by him alongwith interest standing to his credit in the case of a C.P.F.or 3 months pay whichever is less.

(b) The withdrawal can be made 6 monthly and in case of a portion of money withdrawn remaining unspent within 6 months of the withdrawal and where further withdrawal be contemplated during the following half year, the officer is to notify in writing to the sanctio or expiry of the said period of 6

months to adjust the excess amount in the proposed withdrawal provided such excess amount is not more than 10% of the amount utilised and action to withdraw further amount is taken within one month of the expiry of the 6 month's period.

(c) The Officer concerned satisfies the sanctioning authority within the period of 6 months from the date of withdrawal of the money that the amount bamboo has been utilised for the purpose for which it was intended otherwise the whole amount of withdrawal together with interest is held liable to be recovered in one lump-sum.

(d) Any amount withdrawn from the fund and found in excess of actual requirements of the officer is to be re-deposited forthwith together with interest thereon.

Terms & conditions for the final withdrawal of P.F. money for House building purposes:—

(a) No final withdrawal save in exceptional cases will be permitted if the Corporation employee has availed of any of the facilities for the grant of house building advance under L.I.G.H.Scheme or under Corporation House Building Advance Rules if any or under any other scheme.

(b) Withdrawal from the Fund shall not exceed half the amount standing to the credit of the Corpoaration employee in the case of non-C.P.F. or the amount actually subscribed by him alongwith interest thereon standing to his credit in the case of C.P.F. as the case may be, or the actual cost of the house including the cost of the site or repayment of the loan in that behalf whichever was less. In the case of altering or enlarging a house already owned or acquired by a subscriber without assistance from the Fund or other Corporation sources of funds, subject to the conditions laid down above. The limit has been restricted to a maximum of Rs. 10,000/-.

(c) The house proposed to be acquired or redeemed by the Corporation employee with the help of the amount withdrawn as aforesaid should be situated at the place of his duty or his intended place of residence after retirement.

(d) Withdrawal is permissible for building, acquisition or redemption of one house only and that too in cases where the Corporation employee does not already own a house at the places referred to above.

(e) The construction of the house should be commenced within 6 months of the withdrawal of money and should be completed within a period of one year from the date of the commencement of the construction. Where the house is to be purchased or re-deemed or a private loan previoulsy raised for the purpose has to be repaid, this should be done within 3 months of the withdrawal.

(f) In the case of construction of a house withdrawal is to be made in equal instalments not less than two and not more than four payment of the second and subsequent instalments being made after verification regarding progress of the construction of the house.

Note:—While authorising the disbursement of the second and subsequent instalments as prescribed in the above clause the administrative authority will attach a certificate to the effect that the required formalities in regard to the construction of the house, in pursuance of which the instalment has become due have been complied with.

(g) The Corporation employee is to submit an annual declaration on in the prescribed form given with annexure (A) on or before 31st December each year and to satisfy the sanctioning authority, if called upon to do so by the production of receipts title deeds etc. that the house remains in his sole ownership and that while he is still in service, he has not parted with the possession thereof by way of transfer, sale, mortgage, exchange, lease for a term exceeding 3 years or other wise, howsoever without the previous consent of the sanctioning authority in writing, the entire amount withdrawn together with interest thereon at the rate as may be determined

in accordance with Rule 13 of the Rajasthan State Warehousing Corporation General Provident Fund Regulations, 1990 being refunded in one instalment in the event of default.

(h) Where a Corporation employee is subscribing to more than one Provident Fund withdrawal is permissible only in respect of one of these funds to be selected for the purpose by the subscriber, the amount of withdrawal being regulated with reference to the total sum at the credit of the Corporation employee in all the funds to which he is subscribing.

(i) Before sanctioning the withdrawal, the administrative authority should satisfy themselves that:—

(a) The amount is actually required for the purpose of building, acquiring or redeeming a house as mentioned above.

(b) The Corporation employee possesses or intends to acquire forthwith the right to build on the site on which the house is proposed to be built.

(c) The amount withdrawn together with such other private savings, if any, as the Corporation employee may have, would be sufficient to build acquire, or redeem the house of the type proposed.

(d) The applicant has an approved plan from local authorities.

(e) In the case of withdrawal for the purchase of a ready built house, the applicant secures an undisputed title to the house and the land on which the house is built within a period of three months from the date of withdrawal of the amount.

(f) The applicant has signed an undertaking in the form annexed (Annexure 'A').

ANNEXURE 'A'

To
The Managing Director,
Raj. State Warehousing Corporation,
Jaipur.

Sir,

In consideration of the Rajasthan State Warehousing Corporation (hereinafter referred to as "the Corporation") having agreed at my request to permit, for the purposes of building or acquiring a suitable house including the cost of the site thereof, withdrawal of the sum of Rs. ..... (Rupees……..) only from the amount standing to my credit in the ..... Fund. I hereby undertake to observe and perform the terms and conditions contained therein so far as they are applicable to me and, in particular to comply with the following terms and conditions namely:

1. that the amount for which the withdrawal is applied for shall be actually utilised for the purpose of building or acquiring a suitable house including the site thereof;

2. that if the amount permitted to be so withdrawn is in excess of the actual expenditure incurred by me for building or acquiring suitable house including the cost of the site thereof, the excess amount together with interest thereon at the rate provided for in para (g) of aforesaid order, shall be refunded to the Corporation without demur in one lumpsum whether the same shall have been demanded or not.

3. That the house proposed to be built or acquired by me with the amount withdrawn shall be situated at my place of duty Or …….. where I intend to reside after retirement.

4. that in the event of my building a house the construction of the house shall be commenced within six months of the withdrawal o d shall be completed within a period

of one year from the date of commencement of construction or within such further extended period as the Rajasthan State Warehousing Corporation may in its absolute discretion allow. In the event of a ready house being purchased, any loan previously obtained by me for such purpose from private parties shall be repaid within three months of the drawal of such amount or such extended period as may be permitted by the Corporation.

5. that in the event of my building a house the right to build on the site on which the house is proposed to be built will be acquired by me forthwith.

6. that approved plans and permits where necessary from the local authorities for the purchase of building materials the extent required shall be furnished by me.

7. that in the case of a drawal for the purpose of ready built house, I would secure an undisputed title to the house and the land on which the house is built before the purchase price is paid.

8. that so long as I am in service I shall submit every year a declaration in the form prescribed by the Corporation on or before the 31st December, that the house so built or acquired continues to be in my sole ownership and possession.

9. that while in service the house so built or acquired shall not be transferred by me by way of gift, sale, mortgage, exchange or on lease for a term exceeding three years or otherwise howsoever without the previous permission of the sanctioning authority in writing

10. I hereby declare that my private savings together with the amount permitted to be withdrawn will be sufficient to build or acquire the house of the type proposed and that I do not own any house other than the one which is intended to be built or acquired at the place of my duty or at ..... my intended place of residence after retirement. I furhter declare that if the house is not purchased or built in accordance with the provisions of the said order or if I commit any breach of any of the aforesaid conditions. I shall repay to the fund for credit to my account the whole of the amount permitted to be withdrawn from the fund in pursuance of the said order together with interest thereon at the rate provided for in para (g) thereof:—

Dated this ..... day of ..... 19..... 2017

Place: Signature

FORM OF ANNUAL DECLARATION / UNDERTAKING
(Rule 17)

To,
The Managing Director,
Raj. State Warehousing Corporation,
Jaipur.

Sir,

I hereby declare that the house built by me with the amount withdrawn from the amount standing to my credit in the ..... Provident Fund has not been transferred by me by way of sale, mortgage, exchange or gift or on lease for a term exceeding 3 years or otherwise howsoever, and that if called upon to do so. I undertake to produce before the sanctioning authority tax receipts, title deeds and such other documents as may be specified by the said authority showing that the house site/the house remains in my sole and absolute ownership.

Dated at this..... day of .....

Signature

Designation Witness to Signature
(with address)

1. .....

2. .....

NOTE:—Final withdrawals for repaying a loan taken for the aforesaid purpose is allowed only if the loan was taken not more than 12 months before the date of receipt of the application fos final withdrawal. Past cases which were decided otherwise will not, however, be re-opened.

Terms and conditions for the final withdrawal of Provident Fund money for marriages:—

(a) The amount to be withdrawn in respect of each marriage in normally limited to 6 months pay or half the amount standing to the credit of the subscriber in the case of non-C.P.F. or the amount actually subscribed by him alongwith interest thereon standing to his credit in the case of a Contibutory Provident Fund whichever was the least, where subscription is made to more than one type of Provident Fund withdrawal is allowed in respect of one of these fund to be selected by the subscriber; the amount being regulated with reference to the total sum at the credit of the Corporation employee in all the Provident Fund accounts to which he is subscribing.

(b) In the event of two or more marriages to be celebrated simultaneously the amount admissible in respect of each marriage is to be determined as if the advances are sanctioned separately one after the other.

*17. (c) In the case of daughter's marriage an employee will be entitled for final withdrawal of Provident Fund Money upto 75% of the amount standing to the credit of the subscriber. In other special cases, the sanctioning authority is authorised to relax the limit at (a) but not more than 10 months pay or half the amount standing to the credit of the subscriber to the General Provident Fund. No. withdrawal is allowed before 3 months preceding the month in which the marriage actually takes place. The subscriber has to furnish a certificate to the sanctioning authority within one month from the date of marriage that the amount withdrawn has actually been utilised for the purpose for which it was taken."

Marriage of sons:—Other conditions remaining the same, the amount of advance has been restricted to (a) 3 months pay of the subscriber or (b) one half of the amount standings to his credit in the case of a non-contributory Provident Fund or (c) the amount actually subscribed by him alongwith interest thereon standing to his credit in the case of a Contributory Provident Fund whichever is the least.

In special cases, however, the sanctioning authority may relax the limit at (a) above, but in no case more than 6 months pay be sanctioned.

The withdrawal may be permitted in the case of such officers as have either rendered not less than 25 years's service (including broken periods of service, if any) or have less than 5 years to obtain the age of superannuation whichever is earlier. The actual withdrawal from the fund will be made only on receipt of an authorisation from the Accounts Officer who will arrange this as soon as the sanction of the competent authority has been issued. After the withdrawal has been made by the officer concerned, the sanctioning authority will satisy himself within 6 months of the withdrawal that the conditions mentioned above are fulfilled.

Note—Authority Competent to sanction loans from the Provident Fund which require special reasons are authorised to sanction final withdrawals from the Provident Fund.

Final withdrawals for the various purposes may be allowed to subscriber after completion of twenty years of service of within ten years of retirement on superannuation whichever is earlier.

Final withdrawal from the Provident Funds (General Provident Fundor Contributory Provident Fund as the case may be) for purchasing a motor car or for repaying loan already taken by them may be allowed to officials who have completed 28 years of service or who have less than 3 years to attain the age of superannuation subject to following conditions:—

(i) The pay of the official is Rs. 1,000/- or more

(ii) The amount of withdrawal is limited to Rs. 12,000/- or one-fourth of the amount standing to the credit of the subscriber in the General Provident Fund or one-fourth of the amount of subscription with interest thereon standing to the credit of the subscriber in the Contributory Provident Fund, as the case may be, or the actual price of the Car, whichever is the least.

Such, withdrawal shall be allowed only on one occasion, the case of withdrawal for purchase of another car the motor car advance under the provisions of the General Financial & Account Rules as amended from time to time will not be admissible.

The authority competent to sanction as advance for special reasons under the General Provident Fund Rules may sanction final withdrawal in terms of these orders subject to the fulfilment of the conditions mentioned above. The procedure details will be as in the case of other withdrawals.

Clarifications

(i) Only one final withdrawal can be allowed for the same a purpose in the context the marriage/education of different daughters/sons will not be treated as the same purpose. Similarly, illnes of the subscriber or his dependent on different occasions will not be treated as the same purpose.

(ii) An advance and final withdrawal for the same purpose should not be sanctioned together. In other words a person should be granted either an advance or a final withdrawal for a particular purpose subject to conditions mentioned in Rule 17. Furhter the advance which is subsequently, converted into final withdrawal should be treated as final withdrawal under Rule 17 that is to say if a person has got an advance converted into a final withdrawal as per Rule 17 he should not be allowed another final withdrawal for the same purpose under Rule 17.

(iii) A subscriber shall be permitted to make a final withdrawal as and when he is called upon to pay an instalment for site/house purchased through house building Co-operative Socicties or similar agencies, the calls for payment of instalments shall be treated as separate purpose for the purposes of these rules.

18. ACCUMULATION OF A DECEASED MEMBER TO WHOM PAYABLE:—On the death of a subscriber before the amount standing to his credit has become payable or where the amount has become payable before payment has been made the amount at the credit of the subscriber's account shall become payable as follows:—

(a) If a nomination made by a subscriber in accordance with regulation 16 subsists, the amount standing to his credit in the fund or the part thereof which the nomination relates, shall become payable to his nominee or nominees in accordance with such nomination.

(b) If no nomination subsists or if the nomination subsists or if the nomination relates only to a part of the amount standing to his credit in the Fund, the whole amount or the part thereof to which the nomination does not relate as the case may be shall become payable to the members of the family of the deceased subscriber in equal shares. Provided that no shares shall be payable to:

(i) Sons who have attained majority;

(ii) Son of deceased son who have attained majority;

(iii) married daughters whose husbands are alive; and

(iv) Married daughters of a deceased son whose husband is alive if there is a member of the family other than those specified in (i), (ii), (iii) and (iv) above and provided f idower and the child or children of

a deceased son receive between them in equal parts only the share which that son would have received if he had survived the subscriber and had not attained the age of legal majority at the time of subscriber's death.

NOTE:—For the purpose of this rule a subscriber's post humous child is born alive shall be treated in the same way as a surviving child born before the subscriber's death.

NOTE:—When a person named in the nomintaion dies before the susbcriber's the nomination in the absence of a direction become null and void in respect of that person only, and his interest will revert to the subscriber.

(c) In any case, to which the provisions of (a) and (b) do not apply the whole amount shall be payable to the person (s) legally entitled to it.

19. (1) If the person to whom any amount is to be paid under these rules is a minor or lunatic for whose state a manager or guardian has been duly appointed, the payment shall be made to such guardian or manager for the minors or lunatic's benefit, and if no such guardian or manager has been appointed, the payment shall be made to such person or persons authorised by law to receive payment on behalf of the minor or lunatic.

(2) If, it is brought to the notice of the Managing Director that a posthumous child is to be born to the deceased member he shall retain the amoun:—which will be due to the child in the event of its being born alive, and distribute the balance. If subsequently, no child is born or the child is still born the amount retained shall be distributed in accordance with the provisions of the Regulations.

(3) Payment of amounts standing to the credit of a subscriber account shall be made only in India. The persons to whom the amount are payable shall make their own arrangements to receive payments in India.

(4) In case where no nomination subsists and payment can not be made as per RSWC Employees G.P.F. Regulations, the payment shall be arranged only after production of succession certificate.

RAJASTHAN WAREHOUSING CORPORATION, JAIPUR
EMPLOYEES GENERAL PROVIDENT FUND FORM-1
DECLARATION AND NOMINATION FORM
[Vide Rule - 8 (ii)]

1. Name (In block letters) …….. Surname.....

2. Caste ……..

3. Sex .....

4. Religion ……

5. Occupation Section/Warehouse .....

6. Height ……..

7. Father's Name ……

8. Husband's Name (For married woman only) ……..

9. Marital Status

(Whether bachelor, spinster, married, widow or widower)

10. Date of birth day.....Month..... Year

11. Marks of Identification

12. Permanent Address

Village....

Thana.. Taluka/Subdivision.....

District.....

State.....

I declare that I hereby nominate the persons mentioned below to receive the amount standing to my credit in the fund in the event of my death before that amount has become payable or having become payable has not been paid and direct that the said amount shall be distributed among the said persons in the manner shown below against their names:

Nomination

Name and address of the nominee or nominees	Nominee's relationship with the member	Age of nominee	Amount or share of accumulations in the Fund to be paid to each nominee (in %)	Contingencies the happening of which the nomination shall become
1	2	3	4	5

Place : Signature or left hand thumb Date

: impression of the member

Certified that the above declaration has been signed by Shri/Shrimati/Kumari (Designation)..... ..... (Section/Warehouse) ..... before me after he has read the entries/the entries have been read over to him by me.

Place : Signature of the Warehouse Date :

Manager/Section Officer or other authorised officer.

Designation & Rubber Stamp

RAJASTHAN STATE WAREHOUSING CORPORATION, JAIPUR FORM

No. 2

(Rule 9)

Return of employee qualifying for subscriptionship of the Rajasthan State Warehousing Corporation Employees General Provident Fund for the first time during the month of – 19……

(To be Sent to the (A.A.0.) (P) with Form. 1)

Name and address of the

Unit/Office

S. No.	A/c. No.	Name of the Employee in Capital letters	Father's Name or Husband's Name	Age	Sex	Date of Eligibility for Membership	Total period of previous service excluding period of breaks as on date of joining the fund	Remarks
1	2	3	4	5	6	7	8	9

RAJASTHAN STATE WAREHOUSING CORPORATION, JAIPUR

EMPLOYEES GENERAL PROVIDENT FUND

FROM No. 3

[Vide Rule 11 (e)]

I ..... hereby cancel the nomination made by me on to the ..... as regards the disposal, in the event of my death of the amount standing to my credit in the employee's General Provident Fund and hereby nominate the persons mentioned below to receive the amount standing to my credit in the fund in the event ount has become payable or having

become payable has not been paid and direct that the said amount shall be distributed among the said persons in the manner shown against their names:

Name and address of the nominee or nominees	Nominee's relationship with the member	Age of nominee	Amount or share of accumulations in the Fund to be paid to each nominee (in %)	Contingencies the happening of which the nomination shall become invalid
1	2	3	4	5

Place : Signature or left hand thumb Date :

impression of the member 33

Certified that the above declaration has been signed before me by ..... employed ..... of the R.S.W.C.

Signature of the Officer.

RAJASTHAN STATE WAREHOUSING CORPORATION, JAIPUR
EMPLOYEES GENERAL PROVIDENT FUND
FORM No. 4
Rule 12 (SUBSCRIPTION BOOK)

1. Name in Block letters

2. Father's Name

3. Caste or Sex

4. Designation

5. Account No.

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

RAJASTHAN STATE WAREHOUSING CORPORATION
EMPLOYEES GENERAL PROVIDENT FUND FORM-5 (Rule-14)

Name & Desig. ..... Father's Name ……

……..E.G.P.F. A/c No. ……..

Rate of Interest allowed.

Subscriber's Annual Statement for the year .....

A/c. No.	Name	Opening Balance	Credit during the year	Recoveries of with drawals	Interest during the year	Total 3 to 6	Withdrawals during the year	Closing Balance 7 - 8
2	3	4	5	6	7	8	9	

(i) If an employee desired to make any alteration in his previous nomination, he should forward a revised declaration on the prescribed form

(ii) In the case where the employee has made no nomination in favour of a member of his family owing to his having no family at the time but had acquired a family thereafter, a fresh declaration in the prescribed form should be forwarded forthwith.

(iii) The employee is requested to satisfy himself as to the correctness of the statement and to bring errors if any to the notice of the Asstt. Accounts Officer (P) R.S.W.C, promptly within six months at the latest from the date of receipt of the statement.

(iv) In case of proceeding on deputation the employee concerned will intimate the Asstt. Accounts Officer (P) about the place of new posting for keeping account to date.

(v) In case provisional slip is received the employee concerned will immediately his transfer position to the Asstt. Accounts Officer (P) for completing the account and send him correct formal slip.

RAJASTHAN STATE WAREHOUSING CORPORATION
(HEAD OFFICE:—JAIPUR)
FORM No .6
Sanction of advances from G.P.F (vide Rule 15 Note at Sl. No.1)

Subscriber's name ……..……..

Subscriber's designation and name of the department

……..……..

Subscriber's pay (as defined in R.S.R.) ……..

Subscriber's Provident Fund Account No. ……..……..

Amount of Advance ……..……..

Object of advance ……..……..

……..……..

Rule or rules under which the advance is ……..……..

sanctioned ……..……..

Balance at credit of the subscriber on this date (as verified from)

Balance of previous advances, if any,

…… ……..……..

……..

outstanding against the subscriber ……..……..

(Principal and interest shown separately)

Date of repayment of previous advance, if ……..……..

any. ……..……..

Special reasons for granting the advance (when a previous advance is outstanding or when 12 months have not elapsed after the complete repayment of the previous advance or when after advance exceeds three months pay of the subscriber.

No. of installments in which the advance is to be recovered.

…… ……..……..

…… ……..……..

……..

Amount of each such instalment. ……..

(Sanctioning Authority)

FORM No. 7(A)
Rule 16E

Forms of Assignment

I, A'B. of ..... hereby assign unto the Rajasthan State Warehousing Corporation the within policy of assurance as security for payment of all sums which under Rule 16 1 of the Rajasthan State Warehousing Corporation General Provident Fund Regulations, 1990 I may hereafter become liable to pay to that Fund.

I hereby certify that no prior assignment of the within policy exists.

Dated this .....day of ..... 19 ..... Station ...

Signature of Subscriber.
One Witness to Signature

Form No.7 (B)
(Rule--16 'E')

We, A'B. (The subscribers) of and C.D. (the joint assured) of ..... in consideration of the Rajasthan State Warehousing Corporation agreeing at our request to accept payments towards the within policy of asurance in substitu tion for the subscriptions payable be me, the said A.B. to the General Provident Fund (or as the case may be, to accept the withdrawal of the sum of Rs. ..... from the sum to the credit of the said A.B. in the General Provident Fund for payment of the premium of the within policy of assurance) hereby jointly and severally assign unto the said Corporation the within policy of assurance as security for payment of all sums which under Rule 16 1 of the RSWC General Provident Fund Regulations, 1990 the said A.B. may hereafter become liable to pay that fund.

We hereby certify that no prior assignment of the within policy exists.

Dated this .....day of ..... 19.....Station.....

Signature of Subscriber.
and the Joint Assured

One witness to Signature

Note:—The assignment may be executed on the policy itself either in the subscriber's handwriting or in type, or alternatively a typed or printed slip containing the assignment may be pasted on the blank space provided for the purpose on the policy. A typed or printed endorsement must be duly signed and if pasted on the policy it must be initialled accross all four margins.

Form No. 7 (C)
(Rule- 16'E')

I, C.D., wife of A.B. and the assignee of the within policy, having at the request of A. B., the assured, agreed to release my interest in the policy in favour of A, B., in order that A. B. may assign the policy to the Rajasthan State Warehousing Corporation who has agreed to accept payments towards the within policy of Assurance in substitution for the subscriptions payable by A. B. to the General Provident Fund hereby at the request and by the direction of A.B., assign and I the said A.B., Assign and confirm unto the Raj. State Warehousing Corporation the within policy of assurance as security for payment of all sums which under Rule 16 I of the Rules of the said Fund the said A.B. may hereafter become liable to pay to the Fund.

We hereby certify that no prior assignment of the within policy exist.

Dated .....day of ..... 19..... Station.

One witness to Signature

Signature of assignee
& the Subscriber.

Form No. 8 (A) (1)
(Rule -16 'G')

Forms of re-assignment by the RSWC

All sums which have become payable by the above named A.B. under Rule 16 I of the Rajasthan State Warehousing Corporarion General Provident Fund Regulations, 1990 having been paid and all liability for payment by him of any such sum in the future having ceased the Rajasthan State Warehousing Corporation doth hereby reassign within policy of assurance to the said AB. and C.D./A.B.

Dated this .....day of ..... 19 Executed by ... Sr. Accounts Officer of the Fund for and on behalf of the RSWC in the presence of YZ.

Signature of Sr. Accounts Officer.

(One witness who should add his designation and address)

Form No.8 'A' (2)
(Rule 16 'G')

The above named A.B. having died on the ..... day of .....19..... the RSWC doth hereby re-assign the within policy of assurance to C.D.

Dated this ..... day of..... 19.....

Executed by .... Sr. Accounts Officer of the Fund for and on behalf of the RSWC in the presence of YZ.

Signature of Sr. Accounts Officer.

(One witness who should add his designation and address)

Form No. 8 'B'
(Rule- 16 'H')

Form of Re-assignment by the RSWC

The RSWC doth hereby re-assign the within policy of the said A.B./A.B. and C.D:—Dated this ..... day of 19

Executed by ..... Sr. Accounts Officer of the Fund for and on behalf of the RSWC in the presence of Yz.

Signature of Sr. Accounts Officer.

(One witness who should add his designation and address)

APPENDIX-A
General principles which should determine the grant of an advance from the General Provident Fund.

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

2. For the same reasons, a careful scrutiny should be applied to request for withdrawals on account of marriage or funeral expenses. Even where ceremonial expenditure is by religious custom obligatory, its extent should nevertheless be limited by the resources of the family, and no subscriber should be enable to enhance such expenditure on the strength of deposits in the fund. An advance from the Fund can legitimately be made for obligatory ceremonial expenditure where no other resources exist but not in order to raise such expenditure to a more pretentious scale.

3. The intention of these instructions is not to limit the powers of the authorities competent to sanction withdrawals from the Fund in cases of absolute necessity, but the observance of the principles enunciated above is in the real interest of the body of subscribers to the Fund.

APPENDIX-B

1. When the subscriber leaves no family and no nomination made by him in accordance with the provisions of the Rule 11 subsists, or if such nomination relates only to part of the amount standing to his credit in the fund, the relevant provisions of Clause (b) and of sub clause (ii) of Clause (c) of sub-section (1) of Section 4 of the Provident Fund Act, 1925 are applicable to the whole amount or the part thereof to which the nomination does not relate.

APPENDIX-C

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

1.	Account No. to be allotted by Accounts Officer	……
2.	Name of Applicant and his Father's Name	……
3.	Official Designation	……
4.	Office to which attached	……
5.	Date of Birth	……
6.	Whether post is permanent or temporary or whether applicant is on probation to a permanent post	……
7.	If in temporary or offg. service whether he is likely to become permanent	……
8.	Rate of emoluments per mensem	……
9.	Rate of Subscription per mensem Rule 11 of GPF Rules	……
10.	Whether compulsory or optional subscription	……
11.	if subscriber to any other Fund the name of such Fund	……
12.	Whether the applicant has family or not	……
13.	Remarks	……

Station …….

Dated ……. 19 …… Signature of Applicant

Signature of the Head of the Office Designation ……..

Dated …… 19……

OFFICE OF THE No.

Returned with Account number allotted. This number should be quoted in all correspondence connected therewith. A form of romination along with a contingent Notice of cancellation in prescribed forms duly filled in may be sent as soon as possible.

Signature

Designation

Form A

FORM OF APPLICATION FOR FINAL PAYMENTS OF BALANCES IN THE GENERAL PROVIDENT FUND ACCOUNT

To,
The Managing Director,
RSWC,
Jaipur.

Through : Proper Channel

Sir,

I am due to retire/have retired/have proceeded on leave preparatory to retirement for ... months/have been discharged/dismissed/have resigned finally from Corporation Service and my resignation has been accepted with effect from ... forenoon/afternoon.

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

3. A sum of Rs. ..... (Rupees .....) was last deducted as Provident Fund subscription and recovery on account of refund of advance from my pay bill for the month of ..... for Rs. ..... encashed on .....

4. My specimen signature, in duplicate, duly attested is enclosed.

5. I certify that I have neither drawn any temporary advance nor made any final withdrawal from my Provident Fund Account during the 12 months immediately preceeding the date of my quitting service/proceding on leave preparatory to retirement or thereafter.

OR

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

	Amount of Advance	date
1.		
2.		

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

	Amount	date
1.		
2.		

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

	Policy No.	Name of the Company	Sum assured
1.			
2.			

Yours faithfully.
(Signature)

Station ……

Name and Address …….....

Date……..

CERTIFICATE BY THE HEAD OF OFFICE DEPARTMENT

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

OR

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

Amount of Advance / Withdrawal date Voucher No.

1.

2.

(Signature of the Head of Office/Department.)

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

Amount of advance / withdrawals Date and place of encashment Voucher No.

1.

2.

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

Policy No. & Name of the Company Amount Date Voucher No.

1.

2.

(Signature of the Head of Oflice/Department.)

APPENDIX-D

(Form No. 'B')

FORM OF APPLICATION FOR FINAL PAYMENT OF BALANCES IN THE PROVIDENT FUND ACCOUNT OF A SUBSCRIBER TO BE USED BY THE NOMINEES OR ANY OTHER CLAIMANTS WHERE NO NOMINATION SUBSISTS

To

The Managing Dircctor,

RSWC,

Jaipur

(Through)

Sir,

It is requested that arrangements may kindly be made for the payment of the accumulation in the Provident Fund Account of Shri/Smt..... The necessary particulars required in this connection are given below:—

1. Name of the RSWC employee	……..
2. Date of Birth	……..
3. Post held by the Corporation employee	……..

4. Date of Death	……..
5. Proof of death in the form of a Death Certificate issued by the Municipal Authorities etc., if available	……..
6. Provident Fund Account No. allotted to the subscriber	……..
7. Amount of Provident Fund money standing to the credit of the subscriber at the time of his death, if known	……..
8. Details of the nominees alive on the date of death of the subscriber in if a nomination	……..

Name of the nominee Relatinship with the subscriber Share of the nominee

1.
2.
3.
4.

9. In case the nomination is in favour of a person other than rupe a member of the family, the details of the family if the subscriber subsequently acquired a family

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

1.
2.
3.

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

Name oll

Name Relatinship with the subscriber Age on the date of death

1.

2.

3.

11. In the case of amount due to a minor child whose mother (widow of subscriber) is not a Hindu, the claim should be supported by indemnity Bond or Guardianship Certificate, as the case may be.

12. If the subscriber has left no family and no nomination subsists, the name of persons to whom the Provident Fund money is payable (to be supported by letters of probate or succession certificate etc.)

Name Relatinship with the subscriber Address

1.

2.

3.

13. Relation of the claimant(s)

14. The payment is desired through the office of ..... through the .....Treasury/Sub Treasury. In this connection, the following documents duly attested by a Gazetted Officer in serive/Magistrate are attached.

(i) Personal marks of identifications.

(ii) Left/Right hand thumb and finger impression (in the case Sist of illiterate claimants)

(iii) Specimen Signature in duplicate (in the case of literate claimants)

Note.-This applies only when payment is not desired through the Head of Office.

Yours faithfully,

Station : …….. (Signature of claimants)

Date : …….. (Full Name & Address)

APPENDIX-'E'

INSTRUCTIONS FOR THE GUIDANCE OF SUBSCRIBERS AND DRAWING AND DISBURSING OFFICERS FOR CORRECT MAINTENANCE OF THE GENERAL PROVIDENT FUND ACCOUNT.

1. Membership:—(i) The subscription towards General Provident Fund is optional and is governed by the provisions contained in the Rajasthan State Warehousing Corporation General Provident Fund Regulations, 1990.

2. Nomination:—(i) Nomination of the subscriber should always accompany his application for admission to General Provident Fund.

(ii) *Separate Nomination*:—Form as prescribed in the General Provident Fund Rules should be filled in by those who have family and those who do not have family.

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

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

(ii) It should always be expressed in a whole Rupee; fraction of a rupee being rounded off to the next higher rupee.

(iii) Subscription should be paid regularly except when subscriber is either on leave or is under suspension; discontinuance of the General Provident Fund Rules should not be more than 3 tmes in the whole service of the employee.

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

(i) A separate schedule should be prepared for contributory provident fund and general provident fund the words 'General Provident Fund' of 'Contributory Provident Fund' should be Prominently written on the Schedule.

(ii) The Sr. Accounts Officer who is maintaining account of the subscriber should be properly indicated at the appropriate place in the Schedule i.e. RSWC Provident Fund Account.

(iii) Correct Account Number and name of the subscriber should be mentioned in the appropriate column in the schedule.

(iv) The amount of subscription and the refund of the advance should be mentioned separately in the schedule, in case of refund of instalments of loan the number of instalments should also be specificd.

(v) Drawing and Disbursing Officers should maintain a complete list of subscribers to the General Provident Fund as required under Rule 431 of the General Financial & Accounts Rules. The list should interalia contain the name of each subscriber. Account Number allotted by the Sr. Accounts Officer and the amount of subscription, Name of the Provident Fund such as “General Provident Fund' or contributory Provident deductions against loan/interest etc.

(vi) Each new subscriber should be brought on the list mentioned in (v) above and subsequent changes resulting from the transfer of the subscribers or in the rate of subscription should be clearly noted therein.

(vii) In case of subscriber discontinuing subscription towards the fund, the fact of discontinuance should be clearly mentioned in the 'Remarks' column of the Provident Fund schedu le alongwith the reasons for discontinuance.

(viii) Any change in the monthly rate of subscription should normally be given effect to from the pay for the month of March drawn in April and the increase/decrease in the subscription should be clearly mentioned in the Provident Fund Recovery Schedule.

(ix) Drawing and Disbursing Officers should only prepare the General Provident Fund/Contributory Provident Fund Recovery Schedule from the list of subscribers maintained under (v) above and any change in the previous month's Schedule should be specifically noted in the Recovery Schedule.

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

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

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

(ii) An advance for the grant of which special reasons are not required under clause (c) of Rule 16 of the General Provident Fund Rules should be sanctioned by the Authority competent to grant advance of pay on transfer.

(iii) The number of instalments should be fixed as provided in Rule 17 of the General Provident Fund Rules.

(iv) Each instalment for the refund of advance should be in whole rupee and equal, i.e. an amount of advance should be divisible by the number of instalments.

(v) An advance for the grant of which special reasons are required under clause (c) of Rule 16 of the General Provident Fund Rules should be sanctioned as follows:—
(a) Gazetted Officers ..... Administrative Department.

(b) Non-gazetted Officers ..... Head of Departments.

(vi) Interest on refundable advances should be recovered after the advance has been fully repaid in accordance with the following formula:—

$$\frac{\text{Principal} \times \text{Time} \times \text{Rate}}{100}$$

and credited to S-Unfunded Debt-General Provident Fund ec. to the subscriber account and shown distinctly on the Provident Fund Recovery Schedule.

(vii) A subscriber who has already drawn an advance under rule 15 of General Provident Fund Rules may convert at his discretion by written request addressed to the Sr.

Account Officer through the sanctioning authority the balance outstandin; against it into a final withdrawal on his satisfying the condition:—laid down in Rule 17 of General Provident Fund Rules.

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

(ii) Authority competent to sanction loans from Provident Fund which require special reasons are authorised to sanction for final withdrawal from the fund.

(iii) The sanction for grant of non refundable withdrawal from the fund should be sent to the Sr. Accounts Officer.

(iv) Such sanction should invariable contain information as to the pay of the Corporation employee's completed years of service under the Corporation, the purpose for which the final withdrawal has been sanctioned the amount of non-refundable withdrawal and the balance in the General Provident Fund Account at the credit of the subscribers at the time of sanctioning the withdrawal.

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

(a) actually quits the service, i.e. retires or is dismissed or discharged or dies, or resigns, and

(b) proceeds on leave preparatory to retirement.

(ii) Request for final payment of amounts standing in he Provident Fund Account of the subscriber should invariably be made by the claimant in the forms prescribed by the Corporation.

(iii) The form of application should be filled in correctly so as to avoid any delay in the final payment of the Provident Find balances. The

form duly completed in all respects should be sent to Sr. Accounts Officer.

(iv) Following instructions should be borne in mind While sending the application.

(a) The fact whether the subscriber has retired, resigned, proceeded leave preparatory to retirement or was dismissed etc. should be clearly mentioned by striking off portions not applicable to the claimant.

(b) The place at which payment is desired should be clearly mentioned.

(c) Correct Provident Fund Account Number should be mentioned both by the subscriber and the officer forwarding the application so as to ensure payment of the correct amount.

(d) Particulars of temporary advances and final withdrawls sanctioned to the subscriber during 12 months immediately preceding the date of his quitting service should be given; in case there is no such payment it should be indicated by the words 'Nil.

(e) Particulars of life insurance policy financed from General Provident Fund should always be given.

(f) In case of Gazetted Officers, specimen signatures duly attested by another officer should always be sent alongwith the application from except when he desired to draw the amount at the same Treastry at which his signatures already exist.

(g) In case of non-gazelted officers particulars of personal marks of identification, photograph, left hand thumb impression and finger impression (in case of illiterate subscribers) and specimen signatures (in case of literate subscriber) in duplicate duly attested by the gazetted officer of the Corporation should always be attached with the application form.

(v) When the claim is presented by the nominees or other claimants following formalities should be observed :

(a) If nomination subsists the details of nominees alive on the date of the death of the subscriber should be given.

(b) in case nomination is in favour of a person other than the member of the family details of the family which the subscriber had subsequently acquired should also be given.

(c) in case no nomination subsists, the details of surviving members of the family on the date of the death of the subscriber should be given.

(d) If there is no family the name of the person to but in to whom the Provident Fund money is payable should be given duly supported by the letters of probate or succession certificate.

9. Annual Account Statement:—

(i) It is in the interest of the subscriber that the Annual Statement of Accounts sent to him by the Sr. Accounts Officer by the end of August each year is carefully scrutinised by him with a view to ensure accuracy, of the deductions on account of Provident Fund made from him and the interest allowed on the accumulated balances. The subscriber should, therefore, immediately on receipt of Annual Statement of Accounts from the Sr. Accounts Officer, check all the particulars regarding deposits, withdrawals, interest and opening and closing balance and satisfy himself about their correctness.

(ii) if the amount shown in the statement of account are correct, the subscriber should send acceptance of the balance immediately to the Sr. Accounts Officer, but not later than 3 months of the d l Statement of Account.

(iii) If he finds any discrepancy in the Annual Account Statement he should immediately address the Sr. Accounts Officer explaining his objection with the full particulars so as to facilitate location of the discrepancies.

(iv) The particulars of missing credits during the year are also indicated in the Annual Statement Account. For facility of location of these missing credits, the subscriber should immediately furnish the details of recovery of Provident Fund effected to enable the Sr. Accoounts Officer to trace the missing credits and to post the same in the Account of the subscriber.

(v) The fact of non-receipt of nomination is also indicated in the Account Statement. It is in the interest of the Subscriber that he should immediately file nomination and send the same to the Sr. Accounts Officer to avoid any delay at the time of final payment of balance at his credit in his Provident Fund Account.

10. Financing of Life Insurance policies out of General Provident Fund—

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

(ii) The maximum number of policies that can be financed out of General Provident Fund is four.

(iii) The mode of payment of insurance premium on the policies to be financed should be annual and not otherwise.

(iv) Only those policies are acceptable the insurance of which is effected by the subscriber himself on his own life or for the benefit of his wife and children of any one of them.

(v) Following instructions should be observed before the amount are withdrawan for the payment of insurance premium out of General Provident Fund:—

(a) Full details of the policy proposed to be financed out of General Provident Fund should be submitted to the Sr. Accounts Officer.

(b) A temporary authority for withdrawal of the requisite amount will be issued by the Sr. Accounts Officer and the subscriber will be required to assign on the policy in favour of the R.S.W.C. — through the Life Insurance Corporation of India is in the form prescribed in 4th Schedule of General Provident Fund Rules, 1954.

(c) On receipt of the assigned policy and acceptance of the same a permanent authority for the withdrawal of the amount out of General Provident Fund for the purpose of payment of insurance premium annually will be issued by the Sr. Accounts Officer and the premium may be withdrawn on the basis of this permanent authority every year, quoting reference and the authority letter number and date in the Bill.

(d) At the time of each withdrawal it is the duty of the subscriber to see and ensure that the withdrawal is covered by the balance at his credit in the General Provident Fund and a certificate to this effect is recorded on the Bill.

(e) In case the subscriber is transferred from one office to another or from one accounts circle to another, the fact that he is financing insurance policies out of General Provident Fund should be maintained in the Last Pay Certificate alongwith authority letter number and date issued by the Sr. Accounts Officer.

(vi) In case the subscriber desires to get the policy re-assigned in his favour during the period of his service he should deposit the amount withdrawn by him from time to time for financing insu accrued thereon.

(vii) in case the policy matures before the Corporation official retires the whole amount of the policy will be credited to the Provident Fund Account of the subscriber and paid to him at the time of final payment of his General Provident Fund amount. In case the policy matures after the retirement of the subscriber the policy will be re-assigned in favour of the subscriber by the Sr. Accounts Officer in the form prescribed.

(viii) On payment of Insurance premium, the stamped receipt issued by the Life Insurance Corporation of India should be sent to the Sr. Accounts Officer, Raj. State Warehousing Corporation who after verification of the same will return it to the subscriber. In case the policy is paid-up, the fact should be intimated to the Sr. Accounts Officer. No withdrawal thereafter is admissibie.

आशा ा,
MANAGING DIRECTOR,
Rajasthan State Warehousing Corporation.

This Regulation has been updated and Amended up till 24.07.2025