

# PROVIDENT FUND RULES OF

## \_\_\_\_\_ Employees Provident Fund Trust

### **Rule 1**

The Fund shall be called \_\_\_\_\_ Employees Provident Fund Trust and these rules, framed under the EMPLOYEES' PROVIDENT FUND AND MISCELLANEOUS PROVISIONS ACT 1952 shall be deemed to be applicable from \_\_\_\_\_.

### **Rule 2**

**Definitions:-** In these rules unless there is anything repugnant in the subject or context.

(a) **'Employer'** means :-

- i. In relation to an establishment which is a factory, the owner or occupier of the factory, including the agent of such owner or occupier, the legal representative of a deceased owner or occupier and, where a person has been named as a Manager of the factory under clause (b) of sub-section (1) of section 7 of the Factories Act, 1948 (63 of 1948), the person so named; and
- ii. In relation to any other establishment the person who, or the authority which, has the ultimate control over the affairs of the establishment and where the said affairs are entrusted to a Manager, Managing Director or Managing agent such Manager, Managing Director or Managing Agent.

(b) **'Establishment'** :- means - \_\_\_\_\_, whose Registered Office is at \_\_\_\_\_ include its branch offices all over India.

(c) **'Employee'** :- means any person who is employed for wages in any kind of work manual or otherwise, in or in connection with the work of the establishment and who gets his wages directly or indirectly from the employer and includes any person.

- i. Employed by or through a contractor in or in connection with the work of the establishment :-
- ii. Engaged as an apprentice, not being an apprentice under the Apprentices Act, 1961 (52 of 1961) or under the standing orders of the establishment.

(d) **'Fund'** :- means the Provident Fund established under these rules.

(e) **'Trustees'** :- means and includes the Trustees of the Fund for the time being.

(f) **‘Member’** :- means an employee who is required under these rules to subscribe to the Fund, and shall include such other persons to whom the Employees Provident Fund Scheme may be extended.

(g) **‘Family’** means :-

- (i) In the case of a male member, the wife, his children whether married or unmarried, and dependant parents of the member, and the widow and children of a deceased son of the member, provided that if a member proves that his wife has ceased under the personal law governing him or the customary law of the community to which the spouses belong to be entitled to maintenance, she shall no longer be deemed to be a part of the member(s) family for the purpose of these rules, unless the member subsequently intimates by express notice in writing to the Board of Trustees that she shall continue to be so regarded; and
- (ii) in the case of the female member, her husband, her children whether married or unmarried, her dependant parents, her husband(s) dependant parents and her deceased son(s) widow and children, Provided that if a member, by notice in writing to the Board of Trustees, expresses her desire to exclude her husband from the family, the husband and his dependant parents shall no longer be deemed to be a part of the member(s) family for the purpose of these rules unless the member subsequently cancels in writing any such notice.

EXPLANATION: In either of the above two cases, if the child of a member has been adopted by another person and if, under the personal law of the adopter, adoption is legally recognised, such a child shall be considered as excluded from the family of the member.

(h) **‘Excluded Employee’** means :-

- (i) an employee who having been a member of the Fund withdrew the full amount of his accumulations in the Fund under Rules 23(1)(a) or (c).
- (ii) an employee whose pay at the time he is otherwise entitled to become a member of the fund exceeds **six thousand five hundred rupees** per month.

Explanation:- **“Pay”** includes basic wages with dearness allowance, retaining allowance (if any), and cash value of food concession admissible thereon.

- (iii) and Apprentice.

Explanation: An “apprentice” means a person who, according to the certified standing orders applicable to the factory or establishment, is an apprentice, or who is declared to be an apprentice by the authority specified in this behalf by the appropriate Government.

(i) **‘Children’** :- means legitimate children and includes adopted children; if the Board of Trustees is satisfied that under the personal law of the Member adoption of a child is legally recognised.

(j) **‘Basic pay’** :- means all emoluments which are earned by an employee while on duty or on leave or on holiday with wages in either case in accordance with the terms of the contract of employment and which are paid or payable in cash to him but does not include -

- (i) the cash of any food concession
- (ii) any dearness allowance (that is to say, all cash payments by whatever name called paid to an employee on account of a rise in the cost of living), house rent allowance, overtime allowance, bonus, commission or any other similar allowance, payable to the employee in respect of his employment or of work done in such employment.
- (iii) any presents made by the employer.

(k) **‘Financial Year’** :- means the period commencing on 1st of April and ending on 31st March.

(j) All other words and expressions not defined herein shall have the same meaning respectively assigned to them in the Employees’ Provident Fund and Miscellaneous Provisions Act, 1952 and the scheme framed thereunder.

### **Rules 3**

(i) **Constitution of the Fund:**

The Trust can be created without executing any registered Trust Deed and shall be irrevocable save with the consent of all the beneficiaries and no money belonging to the Fund in the hands of the Board of Trustees shall be recoverable by the employer under any pretext whatsoever nor shall the employer have any lien or charge or any description of the same save as herein provided.

(ii) **Constitution of the Board of Trustees:**

The employer shall constitute a Board of Trustees under the Charimanship of the Employer for the Management of the Provident Fund according to such directions as may be given by the Central Provident Fund Commissioner or by the Central Government, as per case may be, from time to time. The provident fund shall vest in the Board of Trustees who will be responsible for and accountable to the Employees' Provident Fund Organisation inter-alia for proper accounts of the receipts into and payments from the Provident and the balance in their custody.

The number of Trustees on the Board shall be so fixed as to afford, as far as possible, representation to workers in branches / departments of the establishment, provided that the number of Trustees on the Board shall be neither less than **FOUR** nor more than **TWELVE**.

(iii) **Nomination of Trustees:**

The employer shall nominate his representatives from amongst the officers employed in managerial or administrative capacity in the establishment,

a) *Election of employees' representatives:*

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

Provided that wherever there is a recognised Union under code of discipline or under any Act such union shall nominate the employee's representatives.

Provided in case there are more than one recognised trade unions (recognised by the employer) in one establishment, the procedure of elections of Members of Board of Trustees shall be followed as prescribed under the Rules.

Provided further, where there is no recognised union under code of discipline or under any Act and more than one registered unions functioning, only the union with the largest number of members but with minimum of 15% membership shall have the

right to nominate employees' representatives and in case there is only one registered union functioning, it shall have the right to nominate the employees' representatives on the Board of Trustees, if it has a minimum of 15% membership.

*(b) Qualification of candidate for election :-*

Any employee of the employer who is a member of the Fund and who is not less than 21 years of age may, if nominated as herein after provided, as a candidate for election as an employees' representative. An outgoing trustee shall be eligible for re-election or re-nomination as the case may be.

*(c) Procedure for Election:-*

The employer shall fix a date for receiving the nomination form the candidates for election as employees' representatives. He shall also fix a date for withdrawal of nomination and the date of election which shall not be earlier than three days or later than 10 days after the closing of the date for withdrawal of nominations. The date so fixed shall be notified to the members at least seven days in advance. The notice shall be affixed on the Notice Board of the establishment. The notice shall also specify the number of seats to be filled by the employees' representatives. A copy of such notice shall also be sent to the recognised trade union or unions concerned in the establishment and to the Regional Provident Fund Commissioner. The election notice and procedure shall be published / conducted in the regional language besides in English.

*(d) Nomination of candidates for election:-*

Every nomination shall be made in the form given in below. Each nomination paper shall be signed by the candidate to whom it relates and attested by atleast TWO members of the Fund, other than the proposer and shall be delivered to the employer before or on the closing date fixed for receiving the nominations.

*(e) Scrutiny of Nomination Papers:-*

The employer shall scrutinise the nomination papers received under Rule 3(d) on the date following the last date fixed for withdrawing the nomination papers. The candidate or his nominee, the proposer or the attesting members may be present if they so desire. The invalid nomination papers shall be rejected.

(f) *Voting in election:-*

- (i) If the number of the candidates who have been validly nominated is equal to the number of seats, the candidates shall forthwith be declared duly elected.
- (ii) If the number of candidates is more than the number of seats, voting shall take place on the date fixed for election.
- (iii) The election shall be conducted by the Employer in the presence of an officer deputed by the Regional Provident Fund Commissioner.
- (iv) Every member of the fund shall have as many votes as there are seats to be filled on the Board. Provided that each member shall be entitled to cast only one vote in favour of any one candidate.
- (v) The voting shall be by secret ballot.

(g) *Disqualification of Trustees:*

A person shall be disqualified for being a Trustee of the board -

- (i) if he is declared to be of unsound mind by a competent court; or
- (ii) If he has been convicted of an offence involving moral turpitude; or
- (iii) is an undischarged insolvent; or
- (iv) is an employer of an exempted or unexempted establishment which has defaulted in payment of any dues under the Act.

(h) *Chairman of the Board:-*

The employer shall be the Chairman of the Board of Trustees. In the event of equality of votes, the Chairman shall exercise a casting vote. The Chairman of the Board of Trustees shall preside at every meeting of the Board at which he is present. If the Chairman is absent at any time, the Trustees present shall elect one of their members to preside over the meeting.

(i) *Filling of casual vacancies:-*

In the event of Trustees elected or nominated, ceasing to be a Trustee during the tenure of the Board, his successor shall be elected or nominated, as the case may be, in the manner herein before provided for election or nomination.

Provided that the trustee(s) so elected shall hold office for the unexpired term of the Board of Trustees.

(j) *Cessation and restoration of Trusteeship:-*

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

- (i) ceases to be an employee of the company;
- (ii) ceases to be a member of the Fund;
- (iii) is a nominee of representative or recognised union and the union ceases to be a representative or recognised by the employer;
- (iv) incurs any of the disqualifications mentioned in the Rule 3(g); or
- (v) fails to attend THREE CONSECUTIVE MEETINGS of the Board without obtaining leave of absence from the Chairman of the Board of Trustees, provided that the Chairman of the Board of Trustees may restore him to Trusteeship, if he is satisfied that there were reasonable grounds for such absence.

(k) *Reference to Regional Provident Fund Commissioner:-*

In cases of any dispute or doubt the matter shall be referred to the Regional Provident Fund Commissioner. His decision in the matter shall be final and binding.

- (l) The term of Office of a Trustee shall be five years from the date of election or

nomination. An outgoing Trustee shall be eligible for re-election or re-nomination.

A Trustee elected or nominated to fill the casual vacancy shall hold Office for the remaining period of term of the Trustees in whose place he is elected or nominated.

#### **Rule 4**

##### **Appointment of New Trustee or Trustees:**

A trustee of the Board may resign his office by letter in writing addressed to the Chairman, Board of Trustees and his office shall fall vacant from the date on which his resignation is accepted by the Board of Trustees. The vacancy so caused in the Board shall be filled in accordance with the provisions of Rule 3 above and on every such appointment the Fund shall vest in the continuing and new Trustees. Such trustee shall hold office up to the end of the terms of the other Trustees of Board.

#### **Rule 4 A**

Board of Trustees shall function as per guidelines contained in Annexure 'A'.

#### **Rule 5**

##### **Control of the Fund:**

- (i) The Board of Trustees (BOT) shall have control of the Fund and shall delegate powers to the Trustee or officials of the establishment for performance of various function on its behalf under these rules. The Board shall also decide all differences and disputes which may arise under these rules either as to the interpretation thereof or as to the right and obligations of the establishment and/or of the members and the decision of the majority of the trustees shall be in all cases final and binding on all the parties concerned. In the event of an equality of votes the Chairman shall have a casting vote. If any such decision of the board be deemed prejudicial to the interest of the members, the matter shall be referred to the Regional Provident Fund Commissioner, whose decision in the matter shall be final and binding.
- (ii) The Board of Trustees may remove from office any Trustee of the Board -



- a) If in its opinion such trustee or member has ceased to represent the interest which he purports to represent on the Board: or
- b) If he is an employer and has defaulted in the payment of any dues to the Fund. Provided that no such trustee shall be removed from office unless a reasonable opportunity is given to such trustee and the body whom he represents, of making any representation against the proposed action.

(iii) Before a trustee leaves India :-

- 1) he shall intimate to the Chairman of the Board of Trustees of the date of his departure from and expected return to India: or
  - 2) if he intends to absent himself for a period longer than six months, he shall tender his resignation.
  - 3) If any trustee leaves India for a period of six months or more without intimation to the Chairman of the Board of Trustees, he shall be deemed to have resigned from the Board of Trustees.
- (iv) (a) If a trustee is unable to attend any meeting of the Board of Trustees, he may, by a written instrument signed by him, addressed to the Chairman of the Board of Trustees and explaining the reasons for his inability to attend the meeting, appoint any representative as his substitute for attending that meeting of the Board of Trustees in his place;

Provided that no such appointment shall be valid unless:

- 1) such appointment has been approved by the Chairman of the Board of Trustees; and
  - 2) the instrument making such appointment has been received by the Chairman of the Board of Trustees at least, SEVEN days before the date fixed for meeting.
- (b) A substitute validly appointed under Sub-rule (a) shall have all the rights and powers of a trustee in relation to the meeting of the Board of Trustees, in respect of which he is appointed.
- (c) A trustee appointing a substitute for attending any meeting of the Board of Trustees, shall, notwithstanding anything contained in this rule, continue to

be liable for the misappropriation or misapplication of the fund by the substitute and shall also be liable for any act of misfeasance or non-feasance-committed in relation to the fund by the substitute appointed by him.

- (v) (a) The minutes of the meeting of the Board of Trustees showing inter alia the names of the trustees of the Board present there at shall be circulated to all trustees, present in India not later than three days from the date of the meeting. The minutes shall thereafter be recorded in Minutes Book as a permanent record. Provided that if another meeting is held within a period of three days, the minutes shall be circulated so as to reach the trustees before such meeting.
- (b) The minutes of each meeting shall be signed by the Chairman after confirmation with such modifications, if any, as may be considered necessary at the next meeting.

**Rule 5 A. Notice of Meeting:**

Notice of not less than 15 days from the date of posting containing the date, time and place of every ordinary meeting together with an agenda of business to be conducted at meeting shall be despatched by registered post or by special messenger to each Trustee.

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

**Rule 5 B. Meetings:**

The Board of Trustees shall meet at such place and time as may be decided by the Chairman, and a meeting of the Board of Trustees shall be held at least once in every quarter.

Provided that if the Chairman is of the opinion that a decision in any particular matter cannot be delayed till the next meeting of the Board, the matter may be circulated to the trustees for decision, and any decision by majority votes taken would have the same validity as that of a resolution passed in a meeting and shall be recorded in Minutes Book.

Provided, however, that any decision so taken shall be placed before the Board at the next meeting for confirmation.

**Rule 5 C. Quorum:**

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

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

**Rule 6. Cost of Management:**

- (i) The costs, charges and expenses of administering the fund including the maintenance of accounts, audit fees, submission of returns, and transfer of Provident Fund accumulations and bank charges shall be borne by the employer.
- (ii) The employer shall make good any other loss that may be caused to the Fund due to theft, burglary, defalcation, misappropriation, Fraud, wrong investment decision or any other reason.

**Rule 6.A :-**

The employer shall within fifteen days of the close of every month pay the inspection charges at the rate of 0.18% of the basic wages, Dearness Allowance., cash value of food concession and retaining allowance, if any, or at such rate as may be fixed by the Central Government.

**Rule 7. Power to appoint staff:**

The Board of Trustees shall have power, with the consent of the employer in writing, to employ any person or persons deemed necessary for the purposes of Fund and the employer shall pay thereof. The trustees shall have power at any time to dispense with the services of such person or persons subject to the approval of the employer.

**Rule 8. Membership of the Fund:**

- (a) Every employee employed in or in connection with the work of the establishment other than an excluded employee shall be entitled and required to become a member of the Fund from the date of joining the establishment.
- (b) An excluded employee shall on ceasing to be such an employee be entitled and required to become a member of the Fund from the date he ceased to be such employee.
- (c) Every employee on becoming a member shall remain and continue to be a member until he withdraws his Provident Fund accumulation from the fund.
- (d) Notwithstanding anything contained in this rule, the Board of Trustees may, on the joint request in writing, of any employee of the establishment and the employer, enroll such employee as a member or allow him to contribute on more than SIX THOUSAND AND FIVE HUNDRES RUPEES of his pay per month if he is already a member of the Fund and thereupon such employee shall be entitled to the benefits and shall be subject to the conditions of the Fund, provided that the employer gives an undertaking in writing that he shall pay the inspection charges payable and comply with all statutory provisions in respect of such employee.
- (e) Every employee shall on becoming a member sign a declaration in the form set out in Annexure "B". Absence of such declaration will not, however, invalidate his membership.
- (f) Every employee shall become a member of the Fund from the date of his joining the establishment provided he was previously a member of a fund in respect of exempted establishment or of a fund established under the Employees' Provident Fund Scheme 1952 and he did not withdraw his provident fund accumulations.
- (g) If any question arises whether an employee is entitled or required to become or continue

as member or as regards the date from which he is so entitled or required to become a member, the decision thereon of the Regional Provident Fund Commissioner shall be final.

**Rule 8.A. Declaration by person taking up employment after the Fund has been established:-**

The establishment shall before taking any person into employment ask him to state in writing whether or not he is a member of any Provident fund and if he is ask for, the account number and/or the name and the particulars of the last employer. The establishment shall require such person to furnish and such person shall on demand furnish the establishment for communication to the Board of the Trustees, particulars regarding himself required for the Declaration Form. The establishment shall enter the particulars in the Declaration Form and obtain the signature or thumb impression of the person(s) concerned. Such declaration shall be made in the form prescribed in Annexure "C".

**Rule 9 Nomination:**

- (a) Every member shall as soon as may be after joining the Fund make a nomination in the form set out in Annexure "D" conferring the right to receive the amount that may stand to his/her credit in the Fund in the event of his death before the amount standing to his credit has become payable or where the amount has become payable before payment has been made.
- (b) A member may in his nomination distribute the amount that may stand to his credit in the Fund amongst his nominees at his own discretion. If a member has a family at the time of making nomination, the nomination shall be in favour of one or more persons belonging to his family. Any nomination made by such a member in favour of a person not belonging to his family shall be invalid.

Provided that a fresh nomination shall be made by the member on his marriage and any nomination made before such marriage shall be deemed to be invalid.

- (c) If at the time of making a nomination the member has no family, the nomination may be in favour of any person or persons, but if the member subsequently acquires a family,

such nomination shall forthwith be deemed to be invalid and the member shall make a fresh nomination in favour of one or more persons belonging to his family.

- (d) A nomination may at any time be modified by a member after giving a written notice of his intention of doing so, in the form at Annexure "D". If the nominee predeceases the member, the interest of the nominee shall revert to the member, who may make a fresh nomination in respect of such interest.
- (e) Where the nomination is wholly or partly in favour of a minor, the member may, for the purposes of this rule appoint a major person of his family, as defined in clause (g) of rule- 2, to be the guardian of the minor nominee in the event of the member predeceasing the nominee and the guardian so appointed.

Provided that where there is no major person in the family the member may, at his discretion, appoint any other person to be a guardian of the minor nominee.

- (f) A nomination or its modification shall take effect to the extent that it is valid on the date on which it is received by the Board of Trustees.

**Rule 10. Contribution by Members:**

- (a) Every member shall subscribe to the Fund every month a sum equal to 12% of the total of his monthly basic pay, dearness allowance and retaining allowance, if any with effect from 22.09.1997.
- (b) Every member contributing to the provident fund under sub-rule (a) herein may, if so desires, contribute voluntarily to the provident fund an amount exceeding 12% of his total monthly basic pay and dearness allowance. A member desiring to contribute to the provident fund an amount exceeding 12% of his basic pay and dearness allowance per month shall submit an application in the form set out in Annexure "E". A member who is permitted to contribute to the provident fund an amount exceeding 12% of his total monthly basic pay and dearness allowance shall be allowed to change the rate of voluntary contribution on his applying for such change in contribution, only at intervals of a minimum period of one year. Such a change in the rate by way of voluntary contribution shall only be given effect to from the beginning of an accounting period of the Fund.

Explanation: The term dearness allowance shall include the cash value of food concession and retaining allowance, if any.

- (c) Each monthly contribution to the Fund shall be calculated to the nearest rupee that is 50 paise or more shall be counted as the next higher rupee and any fraction of a rupee less than 50 paise shall be ignored.
- (d) The establishment shall every month deduct from the emoluments of the members, such sum as may be required under sub-rule (a) and (b) herein and shall transfer every month not later than 15th of the following month to the Board of Trustees. The money so deducted shall be credited to the Member(s) individual account.
- (e) No subscription shall be recovered from an employee for such period as he is absent from duties without pay.

**Rule 11. Employer's contributions to the Fund:**

- (a) The employer shall not later than the fifteenth day of the succeeding month, in respect of each of the members of the fund, pay to the trustees as employers contribution to the Fund a sum equal to the total of the Member's compulsory contribution under rule 10(a) hereinbefore.

(b) From and out of the contribution payable by the employer each month under Rule 11 above, a part of contribution representing 8.33% of the employees pay shall be remitted by the employer to the employee's pension fund within fifteen days of the close of every month by a separate bank draft of cheque on account of Employees' Pension Fund contribution in such manner as may be specified in this behalf by the Regional Provident Fund Commissioner. The cost of the remittance, if any, shall be borne by the Employer. Provided that where the pay of the member exceeds Rs.6500/- per month where contribution payable by the employer be limited to the amount on his pay of Rs.6500/- only. The balance of employer's contribution after the remittance of contribution to the employee's pension fund shall be credited to the member's individual account. The establishment shall not be liable to make any contribution in respect of the voluntary contribution, if any, made by the member to the Provident Fund under Rule 10(a) hereinbefore.

- (c) The contributions shall be calculated on the basis of the basic wages, dearness allowance (including the cash value of any food concession) and retaining allowance (if any) actually drawn during the whole month whether paid on weekly, fortnightly or monthly basis.
- (d) The contribution to the Employees Pension Fund shall be applicable only in case the employee in question is a member of the Employee's Pension Scheme, 1995 as laid in Para 6 of the Employees' Pension Scheme 1995, and shall cease on the employee attaining the age of superannuation as defined in the Employee's Pension Scheme, 1995.

Provided further that if the employee continues in service even after the date of superannuation the entire contribution payable by the employer as per Rule 11 (a) shall be credited to the Member's account.

**11.A Payment of contribution:**

- (i) the Employer shall, in the first instance, pay both the contribution payable by himself towards employer's contribution and also, on behalf of the member employed by him directly or by/through a contractor, the contribution payable by such member (in the rules referred to as the member's contribution).
- (ii) In respect of employees employed by or through a contractor, the contractor shall recover the contribution payable by such employee (i.e. member's contribution) and shall pay to the principal employer the amount of member's contribution so deducted together with an equal amount of contribution (in this rule referred to as the employer's contribution) and also inspection charges.
- (iii) It shall be the responsibility of the principal employer to pay both the contributions payable by himself in respect of the employees directly employed by him and also in respect of the employees employed by or through a contractor and also inspection charges.

**11.B Employer's share not to be deducted from the members:**

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



him.

**11.C Recovery of a member's share of contribution:**

- (i) The amount of a member's contribution paid by the employer (or a contractor) shall notwithstanding the provisions in this rule or any law for the time being in force or any contract to the contrary, be recoverable by means of deduction from the wages of the member and not otherwise.

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

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

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

- (ii) Deductions made from the wages of a member paid on daily, weekly or fortnightly basis should be totalled up to indicate the monthly deductions.
- (iii) Any sum deducted by the employer or a contractor from the wages of an employee under this rule shall be deemed to have been entrusted to him for the purpose of paying the contribution in respect of which it was deducted.

**11.D Payment of Interest and damages by Employer:-**

The employer shall be liable to pay Simple interest and penal damages to the Board of Trustees at such rates as may be specified by the Regional Provident Fund Commissioner for any delay in payment of contributions and inspection charges in the same manner as an un-exempted establishment is liable under similar circumstances.

**Rule 12. Member's Account:-**

An account shall be kept by the Board of Trustees in the name of each member in which shall be entered:

- i) the member's contribution;
- ii) the contributions made by the company to the member's account;
- iii) the interest or profit accruing to the member's account;
- iv) the advance / withdrawal, if any, made to the member out of the fund to be debited;
- v) the repayments, towards advance made to the members.

The maintenance of such records shall be done electronically and necessary provisions shall be made to enable all the members to be able to see their account balance from the computer terminals as and when required by them.

The establishment would periodically transmit the details of members' accounts electronically as and when directed by the CPFC/RPFC.

**Rule 13. Member's Pass Book:**

Every member shall be given a Pass Book or an annual statement of Accounts within six months of the close of the year in which shall be entered the particulars referred to in the Rule 12 above. All Pass Books or the Annual Statements shall be made up to date at the interval of one Year. Such statement/Pass Book shall be accepted as correct and binding on the members save that if any manifest error shall be found therein and notified by the member to the Board of Trustees in writing within six months after the date of making such entry, the same may be rectified. A member of the fund is also allowed to inspect his account himself or through any person duly authorised by him in writing to do so, within 72 hours of making such request provided that no such request shall be entertained more than once in every two calendar months.

**Rule 14. Bankers of the Fund:-**

The Bankers, of the Fund shall be the HDFC Bank, ITC Centre, 759, Mount Road, Anna Salai, Chennai – 600 002, or such other scheduled Bank that may be selected by the

Board of Trustees from time to time.

The Fund's Saving's Bank Account shall be credited with :-

- (i) All money deducted by the establishment from the monthly emoluments of the members, including instalments of refundable advance, if any, and interest thereon deducted from the emoluments of the members or remitted by the members;
- (ii) All moneys paid by the establishment as its contribution to the fund shall be paid into the Fund's Savings Bank account with the said Bank.
- (iii) Interest and maturity proceeds on investments
- (iv) Transfers of past accumulations of members who join the Fund, and
- (v) Interest and penal damages payable by the employer for the belated remittances of dues as ordered by the Regional Provident Fund Commissioner.

The name of the said account with the said Bank shall be '(Company Name) staff provident fund'. Withdrawals from this account shall be by cheque which shall in respect of each cheque, be signed by two trustees, one of whom must be the representative of the employee.

**Rule 15. Investment of the Fund:-**

- i) The moneys of the Fund not immediately required by the Board of Trustees shall be invested by the Board within TWO weeks from the date of receipt of contribution from the Employer, in the pattern prescribed by the Government of India from time to time.
- ii) The securities shall be obtained in the name of Trust. The securities so obtained should be in dematerialized (DEMAT) form and in case the required facility is not available in the areas where the trust operates, the Board of Trustees shall inform the Regional Provident Fund Commissioner, concerned about the same.
- iii) The Board of Trustees shall maintain scrip-wise Register and ensure timely realisation of interest.
- iv) The DEMAT Account should be opened through depository participants approved by the

Reserve Bank of India and Central Government in accordance with the instructions issued by the Central Government in this regard.

- v) The cost of maintaining DEMAT account should be treated as incidental cost of investment by the Trust, also all types of cost of investments like brokerage for purchase of securities etc. Shall be treated as incidental cost of investments by the trust.
  
- vi) All such investment made, like purchase of securities and bonds, should be lodged in the safe custody of depository participants, approved by the Reserve Bank of India and Central Government, who shall be the custodian of the same. On closure of the establishment or liquidation or cancellation of exemption from the EPF Scheme 1952, such custodian shall transfer the investment obtained in the name of Trust and standing in its credit to the RPFC concerned directly on receipt of request from the RPFC concerned to that effect.
  
- vii) The exempted establishment shall intimate to the RPFC concerned the details of depository participants (approved by Reserve Bank of India and Central Government), with whom and in whose safe custody, the investments made in the name to trust, viz., Investments made in securities, bonds, etc. have been lodged.
  
- viii) Any commissions, incentives, bonus or other pecuniary rewards given by any financial or other institutions for the investments made by the trust should be credited to its accounts.

**Rule 16. Sale of Securities:**

The Board of Trustees may raise such sum or sums of moneys as may be required for meeting obligatory expenses such as settlement of claims, grant of advances as per rules, and transfer of member's P.F. accumulations in event of his/her leaving service of the Employer and any other receipts by sale of securities or other investments standing in the name of the Fund subject to the prior approval of the Regional Provident Fund Commissioner.

**Rule 17. Distribution of Profits of the Fund:**

- (a) On, or as soon as may be, after the 31st day of March in each Year, the Board of Trustees shall prepare a Balance Sheet and Revenue Account as at the date in respect of the preceding twelve months. In preparing the Balance Sheet the Board shall value investment of the Fund according to the cost value as on that date.
- (b) The Revenue Account shall be credited with all income arising out of the investments of the Fund, all profits, if any, arising from sale of securities.
- (c) The Board shall after crediting the Revenue Account as stated in clause (b) above, distribute and credit the amount to the individual accounts of the members in proportion to the total amount standing to his credit as on the period of account.
- (d) With effect from 01.04.1003, the account of each employee shall be credited with the interest calculated on monthly running balance basis with effect from the last day in each year at such rate as may be decided by the Board of Trustees, but shall not be lower than the rate declared for the Employees Provident Fund by the Govt. of India under Paragraph 60 of the Employees' Provident Funds Scheme, 1952. Calculations shall be done in the following manner:-
  - (i) On the amount at the credit of a member on the last day of the preceding year, less any sums withdrawn during the current year interest for twelve months;
  - (ii) On sums withdrawn during the current year interest from the beginning of the current year up-to the last day of the month preceding the month of withdrawals;
  - (iii) On all the sums credited to the Member's account after the last day of the preceding year interest from the first day of the month succeeding the month of credit to the end of the current year;
  - (iv) The total amount of interest shall be rounded to the nearest whole rupee (fifty paise counting as the next higher rupee).
- (e) If the Board of Trustees are unable to pay interest at the rate declared for Employees' Provident Fund by the Govt. of India under Para 60 of the Employees' Provident Funds Scheme, 1952 for the reason that the return on investment is less or for any other reason then the deficiency shall be made good by the employer.
- (f) In determining the rate of interest the Board shall satisfy itself that no excess amount is drawn from the Revenue Account as a result of debit thereto of the interest credited to the

individual accounts.

**Rule 17.A. Interest to be credited on settlement and transfer:-**

- (1) In case of transfer of provident fund accumulations or final settlement of an account, interest on the balance standing at the credit of the account shall be payable up to the end of the month preceding the date on which the transfer or final payment is authorised.

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

The rate of interest to be allowed for the broken currency period shall be the rate declared for the year in which payment is made.

- (2) In case of a member coming from other Provident fund interest on his transferred accumulations is to be credited to his account from the beginning of the month in which accumulations are received.

**Rule 18. Audit of Accounts of the Fund:**

- (i) The Accounts shall be audited yearly by a qualified independent Chartered Accountants appointed by the Board of Trustees for this Fund. A copy of the audited Annual Provident Fund Accounts together with the audited Balance Sheet of the establishment for each accounting year shall be submitted to the Regional Provident Fund Commissioner within six months after the close of the financial Year.
- (ii) The accounts of the Fund maintained by the Board of Trustees shall be subject to audit by qualified independent Chartered Accountant annually, the same auditors shall not be appointed for two consecutive years and not more than two years in a block of six years. Where considered necessary the Central Provident Fund Commissioner shall have the right to have the accounts re-audited by any other qualified auditor and the expenses so incurred shall be borne by the employer.
- (iii) The fund shall vest in the Board of Trustees who will be responsible for and accountable to the Employees' Provident Fund organisation inter-alia for proper accounts of the receipts into and payment from the fund and the balances in their custody. The format of the balance sheet and the information to be furnished in the report shall be as prescribed

by the Employees' Provident Fund Organization and made available with the RPFC Office in electronic format as well as a signed hard copy.

**Rule 18.A Inspection:**

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

**Rule 19.**

**(a) Financing of member's Life Insurance Policies:**

- (1) Where a member desires that premium due on a policy of Life Insurance taken by him on his own life, should be financed from his provident fund account, he may apply in such form and in such manner as may be prescribed by the Board of Trustees.
- (2) On receipt of such application the Board of Trustees may make payment on behalf of the member to the Life Insurance Corporation of India towards premium due on his policy; Provided that no such payment shall be made unless the premium is payable yearly.
- (3) Any payment made under sub-rule (2) shall be made out of and debited to the member's own contribution with interest thereon standing to his credit in the Fund.
- (4) No payment shall be made under sub-rule(2) unless the member's own contribution in his Provident Fund account with interest thereon is sufficient to pay the premium; and where the payment is to be made on the first premium, sufficient, to pay the premium for two years.
- (5) No payment shall be made towards a policy unless it is legally assignable by the member to the Board of Trustees.
- (6) The Board of Trustees shall before making payment in respect of existing policies, satisfy themselves by reference to the Life Insurance Corporation of India that no prior assignment of the policy exists and the policy is free from all encumbrances.
- (7) No educational Endowment Policy or Marriage Endowment Policy shall be financed from the Fund, if such policy is due for payment in whole or in part before the member attains the age of 55 years.

**(b) Conversion of Policy into a paid-up one and payment of late fee, etc.**

Where a policy of Life Insurance of a member is financed from his Provident fund

account, the Board of Trustees, may:-

- 1) Convert the Insurance Policy into a paid up one when the credit in his provident fund on account of his share becomes inadequate for the payment of any premium;
- 2) Pay late fee and interest out of the member's own contribution in his provident fund account, if any premium cannot be remitted to the Life Insurance Corporation of India in time because of delay in sending to the Board of Trustees the policy duly assigned to the Board of trustees or any other reasons for which member or employer may be responsible.

**(c) Assignment of Policies to the Fund:**

- 1) The policy shall, within six months of the first payment under rule 19(a), be assigned by endorsement thereon, to the Board of Trustees and shall be delivered to the Board of Trustees.
- 2) Notice of the assignment of the policy shall be given by the member to the Life Insurance Corporation and the acknowledgement of the said notice by the Corporation shall be sent to the Board of Trustees within 3 months of the date of assignment.
- 3) The terms of the policy shall not be altered nor shall the policy be exchanged for another policy without the prior consent of Board of Trustees to whom the details of the alteration or of the new policy shall be furnished in such form as they may specify.
- 4) If the policy is not assigned and delivered as required under sub-rule (1), or is assigned otherwise than to the Board of Trustees, or is charged or encumbered or lapses, any amount paid from the fund in respect of such policy shall, with interest thereon at the rate provided under Rule 17 be repaid by the member forthwith to the fund. In the event of default, the employer shall, on receipt of such directions as may be issued by the Board of Trustees in this behalf, deduct the amount in lump sum or in such instalments as the Board of Trustees may determine from the emoluments of the member and pay it to the Fund within such time and in such manner as may be specified by the Board of Trustees. The amount so repaid or recovered shall be credited to the member's account in the Fund.



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**(d) Bonus on policy to be adjusted against payments made from the Fund:**

So long as the policy remains assigned to the Board of Trustees, any bonus accruing on it may be drawn by the Board of Trustees and adjusted against the payment made on behalf of the member under Rule 19(a).

**(e) Re-assignment of Policies:**

- 1) Where the accumulations standing to the credit of the member are withdrawn under rule 22 or when the member repays to the Fund the amounts of premium paid by the Board with interest thereon at the rate provided in Rule 17, the Board of Trustees shall reassign by endorsement thereon the policy to the member together with a signed notice of re-assignment addressed to the Life Insurance Corporation of India.
- 2) If the member dies before the policy has been re-assigned under sub-rule (1), the Board of Trustees shall re-assign by the endorsement thereon, the policy to the nominee of the member if a valid nomination subsists and if there be no such nominees, to such person as may be legally entitled to receive it together with a signed notice of re-assignment addressed to the Life Insurance Corporation of India.

**(f) Recovery of amounts paid towards Life Insurance Corporation:**

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

**Rule 19.A.**

**WITHDRAWAL FROM THE FUND FOR THE PURCHASE OF DWELLING HOUSE/FLAT OR FOR THE CONSTRUCTION OF DWELLING HOUSE INCLUDING THE ACQUISITION OF A SUITABLE SITE FOR THE PURPOSE.:-**

1. The Board of Trustees may on an application from a member in such form as may be prescribed and subject to the conditions prescribed in this rule sanction from the amount

standing to the credit of the member in the Fund a withdrawal.

- a) For purchasing a dwelling house/flat, including a flat in a building owned jointly with others (outright or on hire purchase basis) or for construction of a dwelling house including the acquisition of a suitable site for the purpose from the Central Government, the State Government, a co-operative society, an institution, a trust, a local body or Housing Finance Corporation (herein after referred to as the agency/agencies):

OR

- b) for purchasing a dwelling site for the purpose of construction of a dwelling house or a ready built dwelling house/flat from any individual;

OR

- bb) for purchasing dwelling house/flat on ownership basis from a promoter governed by the provisions of any Flats or Apartments Ownership Act or by any other analogous or similar law of the Central Government or the State Government as may be in force in any State or area for the time being and who intends to construct or constructs dwelling house or block of flats and the member is required to pay to the said promoter in advance for financing the said construction of the house/flat.

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

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

Explanation : In this rule the expression, co-operative society means a society registered or deemed to be registered under the Co-operative Societies Act, 1912 (2 of

1912) or under any other law for the time being in force in any State relating to Co-operative societies.

2) (a) For the purpose of purchase of a site for construction of house thereon, the amount of withdrawal shall not exceed the Member's basic wages and dearness allowance for 24 months or the Member's own share of contribution, together with the Employer's share of contributions, with interest thereon or the actual cost towards the acquisition of the dwelling site whichever is the least.

2 (b) The amount of withdrawal shall not exceed the member's basic wages and dearness allowance for 36 months or the member's own share of contributions, together with the employer's share of contribution with interest thereon in his account in the Fund or the actual cost towards the acquisition of the dwelling house (together with the cost of construction thereon) of the purchase of the dwelling house / flat or the construction of dwelling house, which ever is the least.

Explanation: The actual cost towards the acquisition of the dwelling site or the purchase of dwelling house/flat shall include the charges payable towards registration of such site, house or flat.

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

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

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

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

(b) No withdrawal shall be granted for purchasing a share in a joint property, or construction a house on a site owned jointly except on a site owned jointly with the spouse.

(4) Subject to the limitation prescribed in sub-rule (2)

- c) Where the withdrawal is for the purchase of a dwelling house/flat or a dwelling site from an agency referred to in clause (a) of sub-rule (1) the payment of withdrawal shall not be made to the member but shall be made direct to the agency in one or more instalments, as may be authorised by the member.
- d) Where the withdrawal is for the construction of a dwelling house, it may be sanctioned in such number of instalments as the Board of Trustees think fit;
- e) Where the withdrawal is for purchasing a dwelling house/flat on ownership basis from a promoter as referred in clause (b) of sub-rule (1), the payment of withdrawal shall be made to the member in one or more instalments as may be required to be paid by the said promoter and as authorised by the member.

Explanation: “PROMOTER” includes a person who constructs or causes to be constructed a block or building of flats or apartments for the purpose of selling some or all of them to other persons or to a company. Co-operative Society or other association of persons and his assignees and where the person who builds and the person who sells are different persons and term “Promoter” includes both.

- (5) Where withdrawal is sanctioned for the construction of dwelling house, the construction shall commence within six months of the withdrawal of the first instalment and shall be completed within twelve months of the withdrawal of the final instalment. Where the withdrawal is sanctioned for the purchase of a dwelling house/flat or for the acquisition of a dwelling site, the purchase or acquisition, as the case may be, shall be completed within six months of the withdrawal of the amount.

Provided that this provision shall not be applicable in case of purchase of a dwelling house/flat on hire-purchase basis and in cases where a dwelling site is to be acquired or houses are to be constructed by a co-operative society on behalf of its members with a view to their allotment to the members.

- (6) Except in the case specified in sub-rule (7) and (7A), no further withdrawal shall be admissible to a member under this rule.

- (7) An additional withdrawal up-to 12 months basic wages and dearness allowance or the member's own share of contributions with interest there on, in the amount standing to his credit in the Fund, whichever is less, may be granted in one instalment only, for additions, substantial alterations or improvements necessary to the dwelling house owned by the member or by the spouse or jointly by the member and the spouse.

Provided that the withdrawal shall be admissible only after a period of five years from the date of completion of the dwelling house.

- (7A) A further withdrawal equivalent to the amount of difference between the amount of withdrawal admissible to a member under sub-rule(2) above as on the date of fresh application and the amount of withdrawal that was drawn by a member under this rule any time during 6 years preceding 3.10.81, may be granted to such a member.

- (i) Who had availed the earlier withdrawal for purchase of a dwelling site and has now proposed to construct a dwelling house on the land so purchased;

or

- (ii) Who had availed the earlier withdrawal for making initial payment towards the allotment/purchase of house/flat from any agency as referred

to in clause (a) of sub-rule(1) above and has now proposed to avail a withdrawal for completing the transaction to get the sole ownership of the house/flat so purchased;

or

(iii) Who had availed the earlier withdrawal for construction of a house but could not complete the construction in time due to lack of funds.

(7B) A further withdrawal up to 12 months basic wages and dearness allowance or member's own share of contributions with interest thereon, in his account, whichever is the least, may be granted for additions, alterations, improvements or repair of the dwelling house owned by the member or by the spouse or jointly by the member and the spouse, after ten years of withdrawal under sub-rule (7).

(8) (a) If the withdrawal granted under this rule exceeds the amount actually spent for the purpose for which it was sanctioned, the excess amount shall be refunded by the member to the Fund in one lump sum within thirty days of the finalisation of the purchase, or the completion of the construction of, or necessary additions, alterations or improvements to a dwelling house, as the case may be. The amount so refunded shall be credited to the employer's share of contributions in the member's account in the Fund to the extent of withdrawal granted out of the said share and the balance, if any, shall be credited to the member's share of contribution in his account.

(b) In the event of the member not having been allotted a dwelling site/dwelling house/flat, or in the event of the cancellation of allotment made to the member and of refund of the amount by the agency, referred to in clause (a) of sub-rule (1) or in the event of the member not being able to acquire the dwelling site or to purchase the dwelling house/flat from any individual or to construct the dwelling house, the member shall be liable to refund to the fund in one lump sum and in such manner as may be specified by the Board of Trustees the amount of withdrawal remitted under this rule to him or as the case may be to the agency referred to in clause (a) of sub-rule (1). The amount so refunded shall be credited to the employer's share of contributions in the member(s) account in the Fund to the extent of withdrawal granted out of the said share, and the balance if any, shall be credited to the member(s) own share of contribution in his account.

(9) If the Board of Trustees is satisfied that the withdrawal granted under this rule has been

utilised for a purpose other than that for which it was granted or that the member refused to accept an allotment or to acquire a dwelling site or that the conditions of withdrawal have not been fulfilled or that there is reasonable apprehension that they will not be fulfilled wholly or partly; or that the excess amount will not be refunded in terms of clause (a) of sub-rule (9) or that the amount remitted back to the member by any agency referred to in clause (a) of sub-rule (1) will not be refunded in terms of clause (b) of sub-rule (9) the Board shall forthwith take steps to recover the amount due with penal interest thereon at the rate of **two percent** per annum from the wages of the member in such number of instalments as the Board may determine. For the purpose of such recovery the Board may direct the employer to deduct such instalments from the wages of the member and on receipt of such direction, the employer shall deduct accordingly. The amount so deducted, shall be remitted by the employer to the Board of Trustees within such time and in such manner as may be specified in this direction. The amount so refunded, excluding the penal interest, shall be credited to the employer's share of contribution in the member's account in the Fund to the extent of withdrawal granted out of the said share and the balance if any, shall be credited to the members own share of contribution in his account. The amount of penal interest shall, however, be credited to the Revenue Account.

Provided that the recovery of withdrawal under sub-rule (10) shall be restricted to cases where the recovery has been ordered by the sanctioning authority while the member is in service.

- (10) Where any withdrawal granted under this rule has been misused by the member, no further withdrawal shall be granted to him under this rule, within a period of three years from the date of grant of the said withdrawal or till the full recovery of the amount of the said withdrawal with penal interest thereon, whichever is later.

**Rule 19 B Withdrawal from the fund for repayment of loans in Special Cases:**

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

purposes specified in sub-rule (1) of the Rule 19A.

- (b) The amount of withdrawal shall not exceed the member's basic wages and dearness allowance for THIRTY SIX (36) months or his own share of contribution together with the employer's share of contribution, with interest thereon, in the member's account in the fund or the amount of outstanding principal and interest of the said loan, whichever is least.
- (2) No withdrawal shall be sanctioned under this rule unless -
  - a) The member has completed ten years' membership of the Fund; and
  - b) The member's own share of contributions, with interest thereon, in the amount standing to his credit in the Fund, is One thousand rupees or more; and
  - c) The member produces certificate or such other documents, as may be prescribed by the Board of Trustees, from such agency, indicating the particulars of the member, the loan granted, the outstanding principal and interest of the loan and such other particulars as may be required.
  - d) The payment of the withdrawal under this rule shall be made direct to such agency on receipt of an authorisation from the member in such manner as may be specified by the Board, and in no event the payment shall be made to the member.

**Rule 19 C Advance from the Fund for illness in certain cases:**

- (1) A member may be allowed non-refundable advance from his account in the Fund in cases of:
  - a) Hospitalisation lasting for one month or more, or
  - b) Major surgical operation in a hospital, or
  - c) Suffering from T.B, leprosy, paralysis, cancer, mental derangement or heart ailment and having been granted leave by his employer for treatment of the said illness.
- (2) The advance shall be granted if -
  - a) The employer certifies that the employees' State Insurance Scheme facility and benefits thereunder are not actually available to the member or the member produces a certificate from the employees' State Insurance Corporation to the effect that he has ceased to be eligible for cash benefits under the employees' State Insurance Scheme; and



- b) A doctor of the hospital certifies that a surgical operation or, as the case may be, hospitalisation for one month or more had or has become necessary (or a registered medical practitioner, or in the case of mental derangement or heart ailment, a specialist certifies that the member is suffering from T.B. leprosy, paralysis, cancer, mental derangement or heart ailment).
- (3) A member may be allowed non-refundable advance from his account in the fund for the treatment of a member of his family who has been hospitalised or requires hospitalisation, for one month or more -
- a) for a major surgical operation, or
  - b) for the treatment of T.B., leprosy, paralysis, cancer, mental derangement or heart ailment:
- Provided that no such advance shall be granted to a member unless he has produced -
- (i) a certificate from a doctor of the hospital that the patient has been hospitalised or requires hospitalisation for one month or more, or that a major surgical operation had or has become necessary, and
  - (ii) a certificate from his employer that the employees' State Insurance Scheme facility and benefits are not available to him for the treatment of the patient.
- (4) The amount advanced under this rule shall not exceed the member's basic wages and dearness allowance for 6 months or his own share of contribution with interest in the Fund, whichever is less.
- (5) Where the Board of Trustees is not satisfied with the medical certificate furnished by the member under this rule it may before granting an advance under this rule demand from the member another medical certificate to its satisfaction.

**Rule 19 D Advance from the Fund for marriages or post matriculation education of children:**

- (1) The Board of Trustees, may on an application from a member authorise payment to him or her of a non-refundable advance from his or her provident fund account not exceeding fifty per cent of his/her own share of contribution with interest thereon, standing to his/her credit in the Fund, on the date of such authorisation for his/her own marriage, the marriage of his/her daughter, son, sister or brother or for the post matriculation education of his/her son or daughter.
- (2) No advance under this rule shall be sanctioned to a member unless -
  - a) he has completed SEVEN years' membership of the Fund; and

b) the amount of his own share of contribution with interest thereon standing to his credit in the Fund is Rupees ONE thousand or more.

(3) Not more than 3 advances shall be admissible to a member under this rule.

**Rule 19 E Grant of Advances in abnormal conditions:**

(1) The Board of trustees may on an application from a member whose property, movable or immovable has been damaged by a calamity of exceptional nature, such as floods, earthquakes or riots, authorise payment to him from the provident fund account, a non-refundable advance of RUPEES FIVE THOUSAND OR FIFTY PER CENT of his own total contributions including interest thereon standing to his credit on the date of such authorisation, whichever is less, to meet any unforeseen expenditure.

(2) No advance under sub-rule (1) shall be paid unless -

- (i) the State Government has declared that the calamity has affected the general public in the area;
- (ii) the member produces a certificate from an appropriate authority to the effect that his property (movable or immovable) has been damaged as a result of the calamity; and
- (iii) The application for advance is made within a period of 4 months from the date of declaration referred to in sub-rule (i).

**Rule 19 F Grant of advance to members affected by cut in the supply of Electricity**

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

- a) The advance may be granted only to a member whose total wages for any one month commencing from the month of January, 1973 were three-fourths or less than three-fourths of wages for a month.
- b) The advance shall be restricted to the amount of wages for a month or rupees three hundred or the amount standing to the credit of the member in the fund as his own share of contribution with interest thereon, whichever is less;
- c) No advance shall be paid unless the State Govt. certify that the cut in the supply

of electricity was enforced in the area in which the Factory or Establishment is located and the employer certifies that the fall in the member's pay was due to cut in the supply in electricity;

d) Only one advance shall be admissible under this rule.

Explanation: "Wages" means, for the purpose of this rule, basic wages and dearness allowance excluding lay-off compensation, if any -

**Rule 19 G Grant of advance to members who are physically handicapped**

- (1) A member, who is physically handicapped, may be allowed a non-refundable advance from his account in the Fund, for purchasing an equipment required to minimise the hardship on account of handicap.
- (2) No advance under sub-rule (1) shall be paid unless the member produces a medical certificate from a competent medical practitioner to the satisfaction of the Board of Trustees to the effect that he is physically handicapped.
- (3) The amount advanced under this rule shall not exceed the member's basic wages and dearness allowance for six months or his own share of contributions with interest thereon or the cost of the equipment, whichever is the least.
- (4) No second advance under this rule shall be allowed within a period of three years from the date of payment of an advance allowed under this rule.

**Rule 19 GG Withdrawal within one year before the retirement**

The Board of Trustees may on an application from a member in such form as may be prescribed, permit withdrawal of up to 90% of the amount standing at his credit at any time after attainment of the age of 54 years by the member or within one year before his actual retirement on superannuation which ever is later.

**Rule 19 GGG Option for Withdrawal for investment in Varishtha Pension Bima Yojana**

The Board of Trustees may as an application from a Member in such form as may be prescribed permit withdrawal up to 90% of the amount standing at his credit at any time after attaining the age of 55 years by the Member to be transferred to LIC of India for investment in Varishtha pension Bima Yojana.

**Rule 19 H Computation of period of Membership:-**

In computing the period of Membership of the Fund of a Member under Rule 19A, 19B & 19C his total service exclusive of periods of breaks under the same employer or other Factory / Establishments before the Fund came into existence as well as the period of his Membership whether of the Employees' Provident Fund Established under EPF Scheme,

1952 or Private Provident Fund exempted under section 17(1) of the Employees' Provident Fund & Misc. Provisions Act 1952 or Paragraph 27 or 27A of the Employees' Provident Fund Scheme, 1952, as the case may be, immediately preceeding the current Membership of the Fund shall be included.

Provided that the member has not served his membership by withdrawal of his Provident Fund during such period.

**Rule 19 I Grant of Advance in special cases:**

1. In case a Factory or the Company's establishments' or Office has been locked up or closed down for more than fifteen days and its employees are rendered unemployed without any compensations or if an employee does not receive his wages for a continuous period of two months or more, these being for reasons other than the strike, the Board of Trustees, may on receipt of an application from a member of the Fund authorise payment to the member who is employed in the Company / Establishment, one or more non-recoverable advances from his provident fund account not exceeding his own total contributions including interest thereon upto the date the payment has been authorised.
- (1A) In case a Provident fund member is discharged or dismissed or retrenched by the employer and such discharge or dismissal or retrenchment is challenged by the member and the cases are pending in a Court of Law, the Board of Trustees may, on an application from the member in such form as may be prescribed, authorise payment to him of one or more non-recoverable advances from his provident Fund Account not exceeding fifty percent of his own share of contribution with interest thereon standing to his credit in the Fund on the date of such authorisation.
2. (a) In case the factory or other establishment continues to remain locked up or closed down for more than SIX months, the Board of Trustees Commissioner, or where so authorised by the Board of Trustees on being satisfied that a member who has already been granted one or more non-recoverable advances from his Provident Fund account under sub-rule(i) still continues to be unemployed and no compensation is likely to be paid to him at an early date, may, on receipt of an application therefor in such form as may be prescribed in this behalf, authorise payment to the member of one or more recoverable advances from his Provident

fund account, upto the extent of 100% of the employer's total contribution including interest thereon upto the date on which the payment has been authorised.

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

- (b) The advance granted under clause (a) shall be interest free
- (c) The advance granted under clause (a) shall be recovered by deduction from the wages of the member in such instalments subject to maximum of THIRTY SIX instalments as may be determined by the Board of Trustees. The recovery shall commence from the first wages paid to the member immediately after the re-start of the establishment.
- (d) The employer shall remit the amount so deducted to the fund within such time and in such manner as may be specified by the Board of Trustees. The amount on receipt shall be credited to the member(s) account in the fund.

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

#### **Rule 19 J Payment of withdrawal or Advance:**

The payment of withdrawal or advance under Rule 19A, 19D, 19E, 19F, 19G and 19I of the Scheme may be made, at the option of the member:-

- (i) by Postal Money Order: or
- (ii) by deposit in the payee's bank account in any Scheduled Bank or in Co-operative Bank (including the Urban Co-operative Bank) or any Post Office; or
- (iii) through the employer.

#### **Rule 20 Payment from Fund to members or their Representatives:**

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

**Rule 21 Prohibition against transfers and assignments:**

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

**Rule 22 Withdrawal of accumulations from the Fund by the members:**

Circumstances in which accumulations in the Fund are payable to a member:-

- (1) A member may withdraw the full amount standing to his credit in the fund:-
  - a) on retirement from services attaining the age of 55 years.  
Provided that a member, who has not attained the age of 55 years at the time of termination of his service shall also be entitled to withdraw the full amount standing to his credit in the Fund if he attains the age of 55 years before the payment is authorised.
  - b) on retirement on account of permanent and total incapacity for work due to bodily or mental infirmity duly certified by the Medical Officer of the establishment or where it has no regular medical officer, by a registered Medical Practitioner designated by the establishment or from Registered Medical Practitioner or Medical Officer of the Employees' State Insurance dispensary with which the member is registered under that Scheme.
  - c) immediately before migration from India for permanent settlement abroad; or for taking up employment abroad.
  - d) on termination of service in the case of mass or individual retrenchment;
  - e) on termination of service under a voluntary scheme of retirement framed by the employer and the employees under a mutual agreement specifying, inter-alia, that notwithstanding the provisions contained in sub-clause (a) of clause (OO) of section 2 of the Industrial Disputes Act, 1947 excluding voluntary retirements from the scope of definition of "Retrenchment" such voluntary retirement shall for the purpose be treated as retrenchments by mutual consent of the parties.
  - f) in any of the following contingencies provided the actual payment shall be

made only after completing a continuous period of not less than TWO months immediately preceding the date on which the member makes the application for withdrawal:-

- (i) Where a Factory or the other establishment is closed but certain employees who are not retrenched are transferred by the employer to other factory or establishment not covered under the employees' Provident Funds & Miscellaneous provisions Act, 1952;
- (ii) Where the member is transferred from a covered Factory or another the establishment to another factory or other establishment not covered under the employees' Provident Funds and Miscellaneous Provisions Act 1952; but is under the same employer; and
- (iii) Where a the member is discharged and is given retrenchment compensation under the Industrial Disputes Act, 1947(14 of 1947.;

(1-A) For the Purpose of Clause (b) of Sub- Paragraph(1)--

- (i) Where an establishment has been closed, the certificate of any registered Medical Practitioner may be accepted;
- (ii) Where there is no medical officer in the establishment, the employer shall designate a registered medical Practitioner stationed in the vicinity of the establishment ; or
- (iii) Where the establishment is covered by the Employees' State Insurance Scheme, medical certificate from a Medical officer of the Employees' State Insurance Dispensary with which or from the Insurance Medical Practitioner with whom the employee is registered under that scheme, shall be produced:

Provided that where by mutual agreement of employers and employees, a Medical Board exists for any establishment or a Group of establishments, a certificate issued by such Medical Board may also be accepted for the Purpose of this Paragraph :

Provided further that it shall be open to the Regional Provident Fund Commissioner to demand from the member a Fresh certificate from a Civil Surgeon or any doctor acting on his behalf where the Original certificate produced by him gives rise to suspicion regarding the genuineness :

Provided further that the entire fee of the Civil Surgeon or any doctor acting in his behalf shall be paid from the Fund in case the Findings of the Civil

Surgeon or any doctor acting on his behalf agree with the Original certificate, and that where such findings do not agree with the Original certificate, only half of the fee shall be paid from the Fund and the remaining half shall be debited to the Member's account.

(iv) A Member suffering from tuberculosis or Leprosy(Or Cancer), even if contracted after leaving the service of an establishment on grounds of illness but before payment has been authorised, shall be deemed to have been permanently and totally incapacitated for work.]

- (2) In cases other than those specified in sub-rule (1), the board of trustees may permit a member to withdraw the full amount standing in his credit in the fund on ceasing to be an employee of the establishment provided that he has not been employed in any factory or other establishment to which the Act applies for a continuous period of not less than TWO months immediately preceding the date on which he makes an application for withdrawal. The requirement of two months waiting period shall not, however, apply in cases of female members resigning from the services of the establishment for the purpose of getting married.
- (3) Any member who withdraws the amount due to him under Sub-Rule (2) shall, on obtaining re-employment in the establishment be required to qualify again for the membership of the Fund and on qualifying for membership shall be treated as a fresh member thereof.

**Rule 23 Payment on death of members:-**

On the death of any member before the amount standing to his credit has become payable or where the amount has become payable before payment has been made:

- a) if a nomination made by the member in accordance with Rule 9 subsists, the amount standing to his credit in the Fund or that part thereof to which the nomination relates, shall become payable to his nominee or nominees in accordance with such nomination or
- b) if no nomination subsists or if the nomination relates only to a part of the amount standing to his credit in the Fund, the whole amount or the part thereof to which the nomination does not relate, as the case may be, shall become payable to the members of his family in equal share;



Provided that no share shall be payable to -

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

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

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

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

**Rule 23 A Payment of provident fund accumulations in the case of a person charged with the offence of murder.**

- (1) If a person, who in the event of the death of a member of the fund is eligible to receive Provident fund accumulations of the deceased member under rule 23, is charged with the offence of murdering the member or abetting in the commission of such an offence, his claim to receive the share of provident fund shall remain suspended till the conclusion of the criminal proceedings initiated against him for such offence.
- (2) If on the conclusion of the criminal proceedings referred to in sub-rule (1) the person concerned is -
  - a) convicted for the murder or abetting the murder of the member, he shall be debarred from receiving the share of provident fund accumulations which shall be payable to other eligible members, if any of the deceased members; or
  - b) acquitted of the murdering or abetting the murder of the member, his share of provident fund shall be payable to him.

**Rule 24 Payment of Provident Fund:**

- (1) When the amount standing to the credit of a member becomes payable, it shall be the duty of the Board of Trustees to make prompt payment as provided in the rule. In case there is no nominee in accordance with this rule or there is no person entitled to receive such amount under Rule 23 (b) The Board of Trustees may, if the amount to the credit of the Fund does not exceed Rs.10,000/- and if satisfied after enquiry about the title of the claimant, pay such amount to the claimant.
- (2) If any portion of the amount which has become payable, is in dispute or doubt, the Board of Trustees shall make prompt payment of that portion of the amount in regard to which there is no dispute or doubt, the balance being adjusted as soon as may be possible.
- (3) If the person to whom any amount is to be paid under these rules is a lunatic for whose estate a Manager under the Indian Lunacy Act, 1912 (4 of 1912) has been appointed, the payment shall be made to such Manager. If no such manager has been appointed, the payment shall be made to the natural guardian of the lunatic and in the absence of any such natural guardian, such person as the officials authorized to make the payment (where the amount does not exceed Rs.20,000/-) or the Chairman of the Board of Trustees (if the amount exceeds Rs.20,000/-) consider to be the proper person representing the lunatic and the receipt of such person for the amount paid shall be a sufficient discharge thereof.
- (4) If the amount to whom, any amount is to be paid under this rule is a minor for whose estate a Guardian under the Guardians and Wards Act, 1890 (8 of 1890) has been appointed, the payment shall be made to such guardian, where no guardian under the Guardians and Wards Act, 1890 (8 of 1890), has been appointed, the payment shall be made to the guardian, if any, appointed sub-rule(e) of Rule 9. Where no guardian under the Guardians & Wards Act, 1890 (8 of 1890), or sub-rule(e) of Rule9 has been appointed, the payment shall be made to the natural guardian and in the absence of natural guardian, to such person as the officials authorized to make payment (where the amount does not exceed Rs.20,000/-) or the Chairman of the Board of Trustees (if the amount exceeds Rs.20,000/-) considers to be the proper person representing the minor and the receipt of such person for the amount paid shall be a sufficient discharge thereof.
- (5) If it is brought to the notice of the Board that a posthumous child is to be born to the

deceased member, it shall retain the amount which will be due to the child in the event of its being born alive and distribute the balance. If subsequently no child is born or the child is still born, the amount retained shall be distributed in accordance with the provisions laid down under Rule No.23.

- (6) Any amount becoming due to a member as a result of:
- (i) Supplementary contributions from the employer in respect of leave wages/arrears of pay, instalment of arrears contribution received in respect of a member whose claim has been settled on account but which could not be remitted for want of latest address; or
  - (ii) Accumulation in respect of any member who has either ceased to be employed or died, but no claim has been preferred within a period of Three years from the date it becomes payable or if any amount remitted to a person, is received back undelivered, and it is not claimed again within a period of three years from the date it becomes payable, shall be transferred to an account to be called the “Unclaimed Deposits Account”.

Provided that in case of a claim for the payment of the said balance, the amount shall be paid by debiting the “Unclaimed Deposits Account”.

**Rule 24A Utilization of the Forfeited amount lying in the fund**

Amount forfeited to the fund may be utilised for the following purposes:-

- a) Maintaining a higher rate of interest on the member’s account at least at par with the rate of interest declared by the Government of India in respect of un-exempted establishment.
- b) Operating the Death Relief Fund;
- c) Making good the capital loss to the Fund on account of purchase / sale / redemption of securities;
- d) Meeting the money order commission in connection with despatch of Provident fund consequent on settlement of claims to the members or the family members of the deceased family members;  
Provided that where the Provident fund amount payable by postal money order exceeds Rs.500/- it shall be remitted at the cost of payee.
- e) Making an adhoc payment of Rs.30/- to the heirs of a deceased member as an aid for procuring a Succession / Guardianship certificate.

2. Death Relief Fund shall be created by transferring to it a part from the forfeited amount. The quantum of benefit from Death Relief Fund will be determined if the amount standing to the credit of the deceased member falls short of Rs.2,000/- and the difference will be paid from the Death Relief Fund to his nominee(s) / heir(s) in the same ratio in which they would get the claim money.

NOTE: This rule is applicable only to those Trusts setup prior to 1990 where there are accumulations by way of forfeiture in their Funds prior to deletion of this clause from their Trust Rules and the amount has not yet been utilized fully.

**Rule 25 Mode of Payment of withdrawals, advance or accumulations:-**

Any person who desires to claim payment under these rules shall send a written application to the Board of Trustees who may at the option of the person to whom payment is to be made, make the payment:

- (i) by postal money order; or
- (ii) by deposit in the payee's bank account in any Scheduled Bank or any Co-operative bank (including the urban Co-operative banks) or any Post Office; or
- (iii) by deposit in the payee's name the whole or part of the amount in the form of annuity term deposit scheme in any Nationalised Bank; or
- (iv) through the employer.

Provided that the Provident fund amount payable by Postal Money Order exceeds Rs.500/-, it shall be to the extent of maximum Rs.2,000/-. Any payment of benefit above Rs.2,000/- under the Scheme shall be remitted through Cheque only. Where the amount payable by postal money order exceeds Rs.500/- it shall be remitted at the cost of the payee.

**Rule 26 Deduction of Income Tax**

The Board of Trustees or any person authorised by it shall deduct Income Tax as per provisions of Chapter XVII B of the Income Tax Act, 1961, from the payment of accumulated balance due to the members which is not exempted from tax and is liable to be included in total income as provided under Rule 8 or 10 of part A of the IV Schedule of Income Tax Act, 1961.

**Rule 27 Protection against attachment:**

- (1) The amount standing to the credit of any member in the Fund shall not in any way be capable of being assigned or charged and shall not be liable to attachment under any Decree or Order of any Court in respect of any debt or liability incurred by the member and neither the Official Assignee appointed under the Presidency Towns Insolvency Act, 1909 nor any Receiver appointed under the Provincial Insolvency Act, 1920 shall be entitled to, or have any claim on any such amount;
- (2) Any amount standing to the credit of a member in the fund at the time of his death and payable to his nominee under this rules shall, subject to any deduction authorised by the said rules, vest in the nominee and shall be free from any debt or other liability incurred by the deceased or the nominee before the death of the member and shall also not be liable to attachment under any decree or order of any court.

**Rule 28 Alterations or Amendments in the Rules:**

These rules shall not be altered or amended except with the previous approval of the Commissioner of the Income Tax and the Regional Provident Fund Commissioner, to whom copies of such amendments to these rules shall be sent. The members shall have a right to appeal to the Regional Provident Fund Commissioner, in case The Regional Provident Fund Commissioner approves any amendment to their disadvantage.

Provided further that any amendment suggested by the Regional Provident Fund Commissioner from time to time in conformity with the Employees' Provident Funds & Misc. Provisions Act, 1952 and the Scheme framed thereunder shall always be effected.

**Rule 29 Transfer of Provident Fund accumulations to other Provident funds:**

- (1) The amount of accumulations standing to the credit of the member in the Fund, shall when he leaves his employment and obtains re-employment in another establishment to which the Employees' Provident Funds & Miscellaneous Provisions Act, 1952 applies, be transferred to the credit of his account in the Provident fund of the exempted establishment in which he is re-employed or as the case may be, in the Fund established under the Employees' Provident Funds Scheme, 1952.
- (2) Where an employee leaves his employment and obtains re-employment in another establishment to which this Act does not apply, the amount of accumulations to the credit

of his account in the provident fund of the establishment in which he is re-employed be accepted, if the employee so desires and the rules in relation to that Provident fund permit such transfer.

- (3) Where an employee employed in an establishment to which this Act does not apply leaves his employment and obtains re-employment with the employer, the Board of Trustees shall accept the amount of accumulations to the credit of such employee in the provident fund of the establishment left by him, if the employee so desires and the rules in relation to such provident fund permit such transfer.
- (4) The Board of Trustees shall transfer or accept the amount of Provident fund accumulations provided the fund of the exempted establishment or the fund of the establishment not covered under the Employees' Provident Funds & Misc. Provisions Act, 1952 is recognised under Income Tax Act 1961.

**Rule 30 Acceptance of Provident Fund Accumulations from other Provident funds:**

The Board of Trustees shall accept the past provident fund accumulations of an employee who is already a member of the employees' Provident Funds Scheme 1952 or of a fund maintained by the exempted establishment and who obtains employment in the establishment. Such an employee shall immediately be admitted as a member of the Fund. His accumulations, which, shall be transferred within three months of his joining the establishment, shall be credited to his account.

**Rule 31 Difference in benefits to be paid:-**

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

**Rule 31 A Statutory Provisions to have overriding effect:-**

- (1) In the absence of any specific provision in these rules or if any provision of these rules is less beneficial, then the corresponding provision of the Employees' Provident Fund & Miscellaneous Provision Act 1952 and the Employees Provident Fund Scheme, 1952

framed thereunder the latter provision shall prevail, *mutatis mutandis*.

- (2) Where any provision of rules conflicts with any provisions of the Employees' Provident Fund Scheme, 1952, the latter shall always be deemed to prevail.
- (3) Question whether a particular rule is beneficial or not shall be decided by the Regional Provident Fund Commissioner whose decision shall be final.
- (4) In case of any change of Legal status of the Establishments, which has been granted exemption, as a result of merger, demerger acquisition, sale, amalgamation, formation of a subsidiary, whether wholly owned or not, etc., the exemption granted shall stand revoked and the establishment should promptly report the matter to the RPFC concerned for grant of fresh exemption.
- (5) In case, there are more than one unit / establishment participating in the common PF trust which has been granted permission, all the Trustees shall be jointly and separately liable / responsible for any default committed by any of the Trustees / Employer of any of the participating units and the Regional Provident Fund Commissioner shall take suitable legal action against all the Trustees of the common PF Trust. .

**Rule 32 – Furnishing of undertaking**

- (1) The employer and the member of the Board of Trustees, shall furnish a written undertaking to the RPFC in such format as may be prescribed from time to time inter-alia, agreeing to abide by the condition governing, granting of exemption which are specified in Appendix "A" and, or such conditions as may be specified later for continuation of exemption shall be binding on employer and the Board of trustee including their successors and assignors.(Undertaking in Appendix (B) duly signed by the Chairman and Trustees enclosed.
- (2) The employer and the Board of Trustees shall also given an undertaking to transfer the funds promptly within the time limit prescribed by the RPFC in the event of cancellation of exemption. This shall be legally binding on them and will make them liable for prosecution in the event of any delay in the transfer of funds.(Undertaking in Appendix(C) duly signed by the Chairman and Trustees enclosed.
- (3) Appendix A,B, C and Annexures A,B,C,D and E are enclosed.

SIGNATURE  
 NAME  
 CHAIRMAN OF THE TRUST

SIGNATURE  
 NAME  
 SECRETARY OF THE TRUST

SIGNATURE  
 NAME  
 TRUSTEE /  
 EMPLOYEE

SIGNATURE  
 NAME  
 TRUSTEE  
 /EMPLOYEE

SIGNATURE  
 NAME  
 TRUSTEE /  
 EMPLOYER

SIGNATURE  
 NAME  
 TRUSTEE/  
 EMPLOYER

**“Appendix `A”**

1. The employer shall establish a Board of Trustees under his Chairmanship for the management of the Provident Fund according to such directions as may be given by the Central Government or the Central Provident Fund Commissioner, as the case may be, from time to time. The Provident Fund shall vest in the Board of Trustees who will be responsible for and accountable to the Employees’ Provident Fund Organization, inter alia, for proper accounts of the receipts in to and payment from the Provident Fund and the balance in their custody. For this purpose, the “employer” shall mean -
  - (i) in relation to an establishment, which is a factory, the owner or occupier of the factory; and
  - (ii) in relation to any other establishment, the person who, or the authority, that has the ultimate control over the affairs of the establishment.
2. The Board of Trustees shall meet at least once in every three months and shall function in accordance with the guidelines that may be issued from time to time by the Central Government / Central Provident Fund Commissioner (CPFC) or an officer authorized by him.
3. All employees, as defined in section 2(f) of the Act, who have been eligible to become members of the Provident Fund, had the establishment not been granted exemption, shall be enrolled as members.
4. Where an employee who is already a member of Employees’ Provident Fund or a provident fund of any other exempted establishment is employed in his establishment, the employer shall immediately enrol him as a member of the fund. The employer should also arrange to have the accumulations in the provident fund account of such employee with his previous employer transferred and credited into his account.



5. The employer shall transfer to the Board of Trustees the contributions payable to the Provident Fund by himself and employees at the rate prescribed under the Act from time to time by the 15<sup>th</sup> of each month following the month for which the contributions are payable. The employer shall be liable to pay simple interest in terms of the provisions of section 7Q of the Act for any delay in payment of any dues towards the Board of Trustees.
  
6. The employer shall bear all the expenses of the administration of the Provident Fund and also make good any other loss that may be caused to the Provident Fund due to theft, burglary, defalcation, misappropriation or any other reason.

7. Any deficiency in the interest declared by the Board of Trustees is to be made good by the employer to bring it up to the statutory limit.
8. The employer shall display on the notice board of the establishment, a copy of the rules of the funds approved by the appropriate authority and as and when amended thereto along with a translation in the language of the majority of the employees.
9. The rate of contributions payable, the conditions of quantum of advances and other matters laid off under the provident fund rules of the establishment and the interest credited to the account of each member calculated on the monthly running balance of the member and declared by the Board of Trustees shall not be lower than those declared by the Central Government under the various provisions prescribed in the Act and the Scheme framed there under.
10. Any amendment to the Scheme, which is more beneficial to the employees than the existing rules of the establishment, shall be made applicable to them automatically pending formal amendment of the Rules of the Trust.
11. No amendment in the rules shall be made by the employer without the prior approval of the Regional Provident Fund Commissioner (referred to as RPFC hereafter). The RPFC shall before giving his approval give a reasonable opportunity to the employees to explain their point of view.
12. All claims for withdrawals, advances and transfers should be settled expeditiously within the maximum time frame prescribed by the Employees' Provident Fund Organization.
13. The Board of Trustees shall maintain detailed accounts to show the contributions credited, withdrawal and interest in respect of each employee. The maintenance of such records should preferably be done electronically. The establishments should periodically transmit the details of members' accounts electronically as and when directed by the CPFC/ RPFC.
14. The Board of Trustees shall issue an annual statement of accounts or pass books to every employee within six months of the close of financial / accounting year free of cost once in the year. Additional printouts can be made available as and when the members want, subject to nominal charges. In case of passbooks, the same shall remain in custody of employee to be updated periodically by the Trustees when presented to them.
15. The employer shall make necessary provisions to enable all the members to be able to see their account balance from the computer terminals as and when required by them.
16. The Board of Trustees and employer shall file such returns monthly / annually as may be prescribed by the Employees' Provident Fund Organisation within the specified time-limit, failing which it will be deemed as a default and the Board of Trustees and employer will jointly and separately be liable for suitable penal action by the Employees' Provident

Fund Organisation.

17. The Board of Trustees shall invest the monies of the provident fund as per the directions of Government from time to time. Failure to make investments as per directions of the Government shall make the Board of Trustees separately and jointly liable to surcharge as may be imposed by the Central Provident Fund Commissioner or his representative.
18. (a) The securities shall be obtained in the name of Trust. The securities so obtained should be in dematerialized (DEMAT) form and in case the required facility is not available in the areas where the trust operates, the Board of Trustees shall inform the Regional Provident Fund Commissioner concerned about the same.
  - (b) The Board of Trustees shall maintain a script wise register and ensure timely realization of interest.
  - (c) The DEMAT Account should be opened through depository participants approved by Reserve Bank of India and Central Government in accordance with the instructions issued by the Central Government in this regard.
  - (d) The cost of maintaining DEMAT account should be treated as incidental cost of investment by the Trust. Also all types of cost of investments like brokerage for purchase of securities etc. shall be treated as incidental cost of investment by the Trust.
19. All such investments made, like purchase of securities and bonds, should be lodged in the safe custody of depository participants, approved by Reserve Bank of India and Central Government, who shall be the custodian of the same. On closure of establishment or liquidation or cancellation of exemption from EPF Scheme, 1952, such custodian shall transfer the investment obtained in the name of the Trust and standing in its credit to the RPFC concerned directly on receipt of request from the RPFC concerned to that effect.
20. The exempted establishment shall intimate to the RPFC concerned the details of depository participants (approved by the Reserve Bank of India and Central Government), with whom and in whose safe custody, the investments made in the name of trust, viz., investments made in securities, bonds, etc. have been lodged. However, the Board of Trustees may raise such sum or sums of money as may be required for meeting obligatory expenses such as settlement of claim, grant of advances as per rules and transfer of member's P.F. accumulations in the event of his/her leaving service of the employer and any other receipts by sale of the securities or other investments standing in the name of the Fund subject to the prior approval of the Regional Fund Commissioner.
21. Any commission, incentive, bonus, or other pecuniary rewards given by any financial or other institutions for the investments made by the Trust should be credited to its account.
22. The employer and the members of the Board of Trustees, at the time of grant of

exemption, shall furnish a written undertaking to the RPFC in such format as may be prescribed from time to time, inter alia, agreeing to abide by the conditions which are specified and this shall be legally binding on the employer and the Board of Trustees, including their successors and assignees, or such conditions as may be specified later for continuation of exemption.

23. The employer and the Board of Trustees shall also give an undertaking to transfer the funds promptly within the time limit prescribed by the concerned RPFC in the event of cancellation of exemption. This shall be legally binding on them and will make them liable for prosecution in the event of any delay in the transfer of funds.
24. (a) The account of the Provident Fund maintained by the Board of Trustees shall be subject to audit by a qualified independent chartered accountant annually, Where considered necessary, the CPFC or the RPFC in-charge of the Region shall have the right to have the accounts re-audited by any other qualified auditor and the expenses so incurred shall be borne by the employer.  
  
(b) A copy of the Auditor's report along with the audited balance sheet should be submitted to the RPFC concerned by the Auditors directly within six months after the closing of the financial year from 1<sup>st</sup> April to 31<sup>st</sup> March. The format of the balance sheet and the information to be furnished in the report shall be as prescribed by the Employees' Provident Fund Organisation and made available with the RPFC Office in electronic format as well as a signed hard copy.  
  
(c) The same auditors should not be appointed for two consecutive years and not more than two years in a block of six years.
25. A company reporting loss for three consecutive financial years of erosion in their capital base shall have exemption withdrawn from the first day of the next/succeeding financial year.
26. The employer in relation to the exemption establishment shall provide for such facilities for inspection and pay such inspection charges as the Central Government may from time to time direct under clause (a) of sub-section (3) of section 17 of the Act within 15 days from the close of every month.
27. In the event of any violation of the conditions for grant of exemption, by the employer or the Board of Trustees, the exemption granted may be cancelled after issuing a show cause notice in this regard to the concerned to the concerned persons.
28. In the event of any loss to the trust as a result of any fraud, defalcation, wrong investment decisions etc. the employer shall be liable to make good the loss.
29. In case of any change of legal status of the establishment, which has been granted exemption, as a result of merger, demerger, acquisition, sale, amalgamation, formation of a subsidiary, whether wholly owned or not, etc., the exemption granted shall stand

revoked and the establishment should promptly report the matter to the RPFC concerned for grant of fresh exemption.

30. In case, there are more than one unit/establishment participating in the common Provident Fund Trust which has been granted exemption, all the trustees shall be jointly and separately liable/responsible for any default committed by any of the trustees/employer of any of the participating units and the RPFC shall take suitable legal action against all the trustees of the common Provident Fund Trust.
31. The Central Government may lay down any further conditions for continuation of exemption of the establishments”.

**APPENDIX (B)**

**UNDERTAKING TO BE SUBMITTED UNDER THE LETTER HEAD OF THE  
COMPANY/ESTABLISHMENT AS REQUIRED UNDER CONDITION NO.22  
(APPENDIX A UNDER PARA 27 AA OF THE EPF SCHEME 1952)**

To

The Regional P.F. Commissioner-I  
(Incharge of the Region concerned)

**CERTIFICATE OF UNDERTAKING -I**

We , the employer and all the members of the Board of Trustees of **(Name of the Company)** here undertake to abide by all the revised conditions for grant of exemption under Section 17 of the Employees’s Provident Fund & Miscellaneous Provisions Act, 1952 and this shall be legally binding on \_\_\_\_\_ **(Name of the Company)**, and the Board of Trustees of \_\_\_\_\_ **(Name of the PF Trust)** including their successors and assignees, or such conditions as may be specified later for continuation of exemption.

Yours Faithfully,

**(Signature and name of the employer)  
(Designation of the signatory in the Company)**

SIGNATURE  
NAME  
CHAIRMAN OF THE TRUST

SIGNATURE  
NAME  
SECRETARY OF THE TRUST

SIGNATURE  
NAME  
TRUSTEE /  
EMPLOYEE

SIGNATURE  
NAME  
TRUSTEE  
/EMPLOYEE

SIGNATURE  
NAME  
TRUSTEE /  
EMPLOYER

SIGNATURE  
NAME  
TRUSTEE/  
EMPLOYER

**(To be endorsed by signature of all the members of the Board of Trustees alongwith the**

status of the Trustees i..e(Chairman,Employer representative,employee representative)

**APPENDIX (C)**

UNDERTAKING TO BE SUBMITTED UNDER THE LETTER HEAD OF THE COMPANY/ESTABLISHMENT AS REQUIRED UNDER CONDITION NO.23 (APPENDIX A UNDER PARA 27 AA OF THE EPF SCHEME 1952)

To

The Regional P.F. Commissioner-I  
(Incharge of the Region concerned)

**CERTIFICATE OF UNDERTAKING -II**

We , the employer and all the members of the Board of Trustees of **(Name of the Company)** hereby undertake to transfer the Funds Promptly within the time limit Prescribed from time to time by the Regional P.F. Commissioner in the event of Cancellation of Exemption. This shall be legally binding on us and will make us liable for Prosecution in the event of any delay in the transfer of Funds.

Yours Faithfully,

**(Signature and name of the employer)**  
**(Designation of the signatory in the Company)**

SIGNATURE  
NAME  
CHAIRMAN OF THE TRUST

SIGNATURE  
NAME  
SECRETARY OF THE TRUST

SIGNATURE  
NAME  
TRUSTEE /  
EMPLOYEE

SIGNATURE  
NAME  
TRUSTEE  
/EMPLOYEE

SIGNATURE  
NAME  
TRUSTEE /  
EMPLOYER

SIGNATURE  
NAME  
TRUSTEE/  
EMPLOYER

**(To be endorsed by signature of all the members of the Board of Trustees alongwith the status of the Trustees i..e(Chairman,Employer representative,employee representative)**

*ANNEXURE "A"***GUIDELINES FOR THE FUNCTIONING OF BOARD OF TRUSTEES OF EXEMPTED ESTABLISHMENTS**

1. The trust can be created without executing a Registered Trust Deed but Trustee when elected should ensure that there is a Trust Deed on the stamp paper and should be irrevocable in nature.
2. The Board of Trustees shall meet atleast once in every 3 months.
3. No Business shall be transacted at a meeting of the Board of Trustees unless atleast four Trustees of the Board are presently of whom atleast one should be Employer's side and one from Employee's side.
4. Monthly return submitted to the Regional Provident Fund Commissioner should be placed before the meeting for scrutiny of the Trustees. The Trustees attending the meeting should affix their signatures as a proof of their scrutiny. Their views and returns should be recorded in the Minutes of the Meeting.
5. The Trustees should ensure that as per the rules of exempted Provident Fund approval of all loans must be by atleast two Trustees. In case of large organisation with major plants / Officers in different location, the Trustees may allow to delegate approval of loans to two Managers, one of whom may be a Personnel / Labour Officer (and in his absence Accounts Officer). Such delegations should be by name of the Manager / officer and not to specified positions and, the Trustees must satisfy that the authorized Manager / officer is well informed and kept advised about applicable regulation.
6. Similarly settlement of accounts (including transfer of accumulation to another Provident Fund) should require authorization of atleast two Trustees. The Auditors of the Fund should specifically check all settlements. All claims for withdrawal, advances and transfers should be settled expeditiously, within the time frame prescribed by Employees' Provident Fund Organisation.
7. The Board of Trustees, wherever the Employers have not transferred the amount of Provident Fund to the Board of Trustees shall pass a resolution to the effect and forward it to the Employer and Regional Provident Fund Commissioner.
8. The Trustees should examine if the amount shown as transferred in the return has in



effect been transferred and credited to the Bank Account of the Fund. Specific mention of the scrutiny and findings should be recorded in the Minutes of the Meeting.

9. The Trustees should also ensure whether the amount shown as invested in the last monthly return has in effect been invested and record a certificate to that effect in the Minutes.
10. Once in every year the securities should be recorded and scrutinized by the Trustees and their findings recorded in the Minutes of the Meetings.
11. The report of the Provident Fund Inspector and the correspondence relating to the Trust Funds between the Employer and the Regional Provident Fund Commissioner should be placed before the meeting of Trustees and their views recorded in the Minutes.
12. Within 6 months of close of financial year the Employer should place the Audited Balance Sheet of the Trust before the Trustees.
13. The Trustee shall, before the closure of the Financial year declare the rate of Interest for the succeeding year.
14. Along with the balance sheet the Chairman should also furnish an Annual report to the Trustees for their consideration and adoption.
15. The Balance sheet and the Annual report, after their approval by Trustees, should be forwarded to the concerned Regional Provident Fund Commissioner, Recognised Union / Association of Employees.
16. The Board of Trustees should examine all complaints received from the subscribers.
17. The Board of Trustees shall fix a grievance day once in a month.
18. The Board of Trustees shall have a separate Notice Board of their own and display important decisions, amendments etc. on it. Whenever non transfer / non investment occur the same should be displayed for the knowledge of the subscribers.
19. The Board of Trustees shall periodically review the issuance of Annual Statement of accounts, settlement of claims, sanction of advance, etc.
20. The annual report shall contains the followings:
  - (i) The total number of Employees of the establishment in each category of work at the beginning of the year fresh recruitments made / No. of employees left during the year. The total no. of subscribers at the beginning of the year, the additions during the year and total no. of subscribers at the close of the year.
  - (ii) The names, address of the Board of Trustees
  - (iii) Total amount of accumulation in the Trust with figures atleast for the past

2 years

- (iv) Total amount transferred to the fund (with figures of the past year).
  - (v) The rate of interest and total amount of interest debited / credited to the Fund.
  - (vi) Investment made during the year : details of the securities to be shown.
  - (vii) Claim settled and rejected with the amount sanctioned loan applications sanctioned / rejected and the amount distributed.
  - (viii) Balance Sheet, Income and Expenditure account.
  - (ix) Constitution / Re-constitutions of the Board of Trustees. Number of meetings held during the year and salient decisions.
  - (x) Whether the monthly / annual returns etc. has been submitted to the Regional Provident Fund Commissioner in time or not. If not, reasons of the same.
  - (xi) A statement to the effect as to whether all the conditions of exemption have been complied with.
  - (xii) The Justification and explanation of the Board in respect of qualifying remarks given by the Auditors.
  - (xiii) The number of applications for transfer of accounts and their disposals.
  - (xiv) The position regarding of issuance of annual statement of accounts. The arrears, if any, and the reasons for the same.
  - (xv) The number of instructions carried out and salient remarks, if any.
21. The Annual Report and accounts of the Provident Fund Trust should be exhibited on the notice board of all Offices and Factories for a minimum period of 30 days.
22. The Provident Fund money kept aside for obligatory payments towards settlement of claims and grant of advances to the members may be kept deposited in the savings account opened in any scheduled bank in the name of the Fund to be operated jointly by two Trustees authorized by the Board, one of them being the Employees' representatives.



**ANNEXURE "C"**

**DECLARATION BY A PERSON TAKING UP EMPLOYMENT OF THE ESTABLISHMENT.**

(See Rule No.8A).

I, ..... Son/Wife/Daughter of ..... do hereby solemnly declare that I am / I am not

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

I also declare that I was not employed / was employed in M/s. ....

(Name and full address of the establishment)

which is / not a covered establishment / in any covered establishment under the Employees' Provident Fund & Misc. Provisions Act 1952. My Provident Fund Account No. is / was .....

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

\* Signature or right / left hand

thumb impression of the employee.

Date: .....

**NAMES OF THE PRESENT EMPLOYER**

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

Shri. .... is appointed as .....

(Name of the employee)

(Designation)

in ..... with effect from .....

(Name of Factory / estt.)

(Date of appointment)

particulars of employment

From	To	No. of days worked

Date of admission as member of Employees' Provident Fund .....

Signature of the Employer

**ANNEXURE = 'D'**  
**FORM -2 (REVISED)**

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

**Declaration and Nomination form under the Employees' Provided Fund and  
Employees' Family Pension Scheme.**

(Paragraph 33 and 61(1) of the Employees' Provident Fund Scheme, 1952 and Paragraph 13  
of the Employees' Family Pension Scheme, 71)

1. Name (in block letters) :
2. Date of Birth :
3. Account No. :

**PART – A (EPF)**

I hereby nominate the person(s) / cancel the nomination made by me previously and nominate the person(s), mentioned below to receive the amount standing to my credit in the Employees' Provident Fund in the event of my death:

Name of the nominee / nominees	Address	Nominee's relationship with the member	Age of nominee(s)	Total amount of share of accumulations in Provident Fund to be paid to each nominee	If the nominee is a minor, name and address of the guardian who may receive the amount during the minority of nominee
(1)	(2)	(3)	(4)	(5)	(6)

1. \* Certified that I have no family as defined in para 2(g) of the Employees' Provident Fund Scheme, 1952 and should I acquire a family hereafter the above nomination should be deemed as cancelled.
2. \* Certified that my father / mother is / are dependent upon me.

\* Strike out whichever is not applicable

Signature / or thump impression of the subscriber

**PART – B (EPS)**

I hereby furnish below particulars of the members of my family, who would be eligible to receive Family Pension & Life Assurance benefits in the event of my premature death in service.

S.No.	Name and address of the family member		Age	Relationship with the member
	Name	Address		
(1)	(2)	(3)	(4)	(5)
1.				
2				
3				
4				

\* Certified that I have no family as defined in para 2(b) of the Employees' Family Pension Scheme, 1971 and should I acquire a family hereafter I shall furnish particulars thereon in the above form.

Date:

\* Strike out whichever is not applicable

Signature or thumb impression of the subscriber

**CERTIFICATE BY EMPLOYER**

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

Signature of the employer or othe authorized Officer of the establishment

Place: \_\_\_\_\_

Designation:

Name and address of the Factory / estt. or rubber stamp thereof.

Dated the: \_\_\_\_\_

**Note: WHOM YOU CAN NOMINATE**

**(A) UNDER THE EMPLOYEES' PROVIDENT FUND SCHEME**

- 1) A member of Employees' Provident who is married and / or his father / mother is / are dependent upon him can nominate only one or more persons belonging to his family as defined below:
  - a) In the case of a male member, his wife, his children, his dependent parents and his deceased son's widow and children;
  - b) In the case of a female member, her husband, her children, her dependent parents, her husband's dependent parents, her deceased son's widow and children.
- 2) If the member has got no family, or is a bachelor nomination may be in favour of any person or persons, whether related to him or not or even to an institution. If the member subsequently acquires a family, such nomination shall forthwith become invalid and the member should make a fresh nomination in favour of one or more persons belonging to his family.

**(B) UNDER THE FAMILY PENSION SCHEME:**

- 1) On the death of a member of the Family Pension Scheme, his family will be entitled to the benefits under the Family Pension Scheme. The family is defined as under:-
  - a) Wife in the case of a male member;
  - b) Husband in the case of a female member, and
  - c) Minor sons and unmarried daughters.

Explanation: The expression "sons" and "daughters" shall include children adopted legally before death in service.
- 2) If the member has got no family, the monthly family pension, on the death of the member, will not be paid. However, Life Assurance Benefit will be paid to the person or persons entitled to receive his provident fund accumulations.

ANNEXURE - E

APPLICATION FORM FOR VOLUNTARY CONTRIBUTION

[ See Rule 10(b) ]

Date of Application .....

1. Name of the Employee .....

2. Department/Section .....

3. Account Number, if any .....

Ledger Folio No. ....

4. Present Rate .....

(a) Basic Pay .....

(b) Dearness Allowance .....

5. Present Rate of contribution .....

6. Proposed Rate of Contribution .....

7. Difference on account of Voluntary contribution .....

8. Date from which such contribution is proposed to be made .....

9. Address .....

Signature/Thumb impression

Voluntary Contribution @ ..... % permitted.