

## **Gujarat Appropriate Authority (Constitution of Provident Fund) Rules, 1987**

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## **SCHEDULE 1 :- Form of Nomination**

### **Gujarat Appropriate Authority (Constitution of Provident Fund) Rules, 1987**

No. GHV/153 OF 1987/UDA/3284-5055-V(A) WHEREAS the draft rules for the Gujarat Town Planning and Urban Development (Contributory Provident Fund) Rules, 1987 were published as required by sub-section (1) of section 97 read with clause (xlii) of sub-section (2) of section 118 of the Gujarat Town Planning and Urban Development Act, 1976 (President's Act No. 27 of 1976) at page 83/1 to 83/34, of the Government of Gujarat Gazette Extra Ordinary Part IV-B dated 27th April, 1987 under the Government Notification Urban Development and Urban Housing Department No. GHV/111 of 1987/UDA-3284-5055-V(A), dated 27th April, 1987 inviting objections and suggestion from all persons likely to be affected thereby till the 26th May, 1987. AND WHEREAS no objections and suggestions were received : "NOW THEREFORE" in exercise of powers conferred by sub-section (1) of section 97 read with Clause (XLII) of sub-section (2) of section 118 of the Gujarat Town Planning and Urban Development Act, 1976 (President's Act No. 27 of 1976) the Government of Gujarat hereby makes the following rules namely:

#### CHAPTER 1

#### Rules

#### **1. Short Title :-**

These rules may be called the Gujarat Appropriate Authority (Constitution of Provident Fund) Rules, 1987.

#### **2. Rules :-**

An Appropriate Authority shall constitute for the benefit of its salaried whole time members and its officers and other employees, a Contributory Provident Fund, having regard to the rules specified

in the Schedule.

## CHAPTER 2

### SCHEDULE

#### **1. Short Title :-**

These rules maybe called.....Urban/Area Development Authority Contributory Provident Fund Rules, 19

#### **2. Definitions :-**

(1) In these rules unless there is anything repugnant in the subject or context:

(i) "The Act" means the Gujarat Town Planning and Urban Development Act, 1976 under which these rules are framed.

(ii) "Authority" means.....Urban/Area Development Authority.

(iii) "Chairman" means the Chairman of the Authority.

(iv) "Chief Executive Authority" means Chief Executive Authority or any officer to whom the powers are delegated in this behalf by the Authority.

(v) "Accounts Officer" means the Officer appointed by the Authority as such either on deputation or otherwise and shall include any officer authorised for the purpose by the Authority.

(vi) "Board" means the Board of Trustees constituted under Rule.

(vii) "Emoluments" means pay, leave salary or subsistence grant as defined under.....Urban/Area Development Authority Staff Regulations and includes :

(a) Any wages paid by the Authority to employees not remunerated by fixed monthly pay;

(b) dearness pay appropriate to pay leave salary or subsistence grant:

(viii) "Contribution" means any contribution other than interest payable by the Authority as an employer to the Provident Fund Account of an employee under these Rules.

(ix) "Subscription" means the amount deducted from the emoluments of a member under Rule 17(1).

(x) "President" means the President of the Board of Trustees of the

Fund.

(xi) "Secretary" means the Secretary to the Board of Trustees appointed under Rule 4.2

(xii) "Family" means :

(a) in the case of a male subscriber the wife or wives and children of a subscriber and the widow or widows and children of a deceased son of the subscriber. Provided that if a subscriber proves that his wife has been judicially separated from him or has ceased under the customary law of the community to which she belongs to be entitled to maintenance, she shall henceforth be deemed to be no longer a member of the subscriber's family in matters to which these rules relate unless the subscriber subsequently indicates by express notification in writing to the Accounts Officer that she shall continue to be so regarded.

(b) In the case of a female subscriber the husband and children of the subscriber and the widow or widows and children of the deceased son of the subscriber. Provided that if a subscriber by notification in writing to the Accounts Officer, expresses her desire to exclude her husband from her family the husband shall henceforth be deemed to be no longer a member of the subscriber's family in matter to which these rules relate unless the subscriber subsequently cancels such notification in writing.

Note :

(A) Children means a legitimate children.

(B) An adopted child shall be considered to be a child when the Accounts Officer is satisfied that under the personal law of subscriber, adoption is legally recognised.

(xiii) "Leave" means any kind of leave which may be applicable to the subscriber.

(xiv) "The fund" means the.....Urban/Area Development Authority contributory provident fund; and

(xv) "Year" means a financial year.

(2) Any other expression employed in these rules which is defined either in Provident Fund Act, 19 or.....Staff Regulation 19 shall have the meaning original to it in the said Act or Rules as the case may be.

### **3. Constitution and Management of the Fund :-**

(1) There shall be established a Fund to be called.....Urban/Area Development Authority Employee's, Contributory Provident Fund which shall be maintained in rupee. The Fund shall be vested in the Board of Trustees under an Instrument of Trust which shall not be recoverable save with the consent of all the beneficiaries.

(2) The fund shall consist of:

(a) subscription and accumulations thereof;

(b) contribution and accumulations thereof;

(c) accumulated balance to the credit of each member under the..... Urban/Area Development Authority Employee's Contributory Provident Fund Rules, 19.....

(d) interest credited in respect of such subscriptions, contributions accumulations and accumulated balances.

(e) the balance credited to the Fund by the absorbee on becoming a member of the fund.

(f) capital gains arising out of the assets of the fund.

(3) Sums of which payment has not been taken within one year after they become payable under these Rules shall be transferred to "Deposits" without interest.

### **4. Board of Trustees to Administer Fund :-**

(1) The Fund shall be administered by the Authority through a Board of Trustees consisting of the following:

(a) A President to be appointed by the Authority with the approval of the Board.

(b) two representative of the Authority to be appointed from time to time by the Authority.

(c) two representatives of the employees to be appointed by the President from amongst the members of Fund.

(2) The Board of Trustees shall by its resolution appointed one of the members appointed as Trustees by the President to be the Secretary of the Fund. The secretary shall have the assistance of such staff as the Authority may from time to time determine, and it shall be the duty of the Secretary to convene meetings, keep

records thereof, take necessary steps to ensure maintenance of accounts in a proper way and to carry out the decision of the Board.

(3) The Authority or the President as the case may be, fill up casual vacancies created by the death or resignation of any trustees or otherwise howsoever.

(4) The Board of Trustee shall be in the exclusive management and control of the Fund and its decision on all matters pertaining to the Fund shall be final and binding on the Authority and all the members and/or their heirs, successors, administrators executors or representatives, in so far as such decision is within the purview of these Rules.

(5) The Securities, cash and all other properties belonging to the Fund shall remain in the Joint Custody of the President and the Secretary of the Board of Trustee as trusts for the benefit of the Fund.

(6) The Board of Trustees may delegate to Secretary such of its powers and functions as it may think fit.

#### **5. Term of Office :-**

(1) The term of office of every trustee shall be three years, commencing from the date of the appointment and continue there after till his successor takes office.

(2) Any Trustee nominated to fill a casual Vacancy shall hold office until a new Trustee is appointed under Sub-Regulation (3) of Rule 4.

(3) An Outgoing Trustee shall be eligible for re-appointment/re-nomination.

#### **6. Disqualifications for the Office of Trustee :-**

A Person shall be disqualified for being appointed as a Trustee:

(1) if he declared to be on unsound mind by a competent court, or

(2) if he is an undischarged insolvent; or

(3) if he has been convicted of an offence involving moral turpitude.

#### **7. Resignation or Cessation of Office of Trustees :-**

(1) A Trustee may resign his office by a letter addressed to the Appointing Authority and his office shall become vacant from the date on which the resignation is accepted by the Authority:

Provided that the resignation of the President shall not take effect until it is accepted after obtaining the approval of the Board.

(2) A Trustee shall cease to be a Trustee if:

(a) being a trustee appointed under Rule 4(l)(c) above, he ceases to be a member of the Fund; or

(b) he becomes disqualified under Regulation (6) above, or

(c) he fails to attend four consecutive meetings of the Board without obtaining leave of absence from the Board :

Provided that the trustee shall continue to be a Trustee, if the Board of its own motion or on an application made by such Trustee in his behalf condones such absence for any reason.

## **8. Meeting of the Board of Trustees :-**

(1) The Board of Trustees shall meet at such place and at such time as may be determined in this behalf by the President may, whenever he thinks fit, and shall, within fifteen days of the receipt of a requisition in writing from not less than 3 Trustees, call a meeting of the Board.

(2) At least ten clear days' notice of every meeting shall be given to all the Trustees and such notice shall set out the date, time and place of the meeting and a list of business to be transacted thereat:

Provided that when the President calls a meeting for consideration of any matter which in his opinion is urgent, any shorter notice given by the President and considered by him to be reasonable shall be deemed to be sufficient for the purpose of this Regulation.

(3) The President will preside every meeting of the Board. In his absence, the Trustees shall elect one of their own members to preside over the meeting.

## **9. Quorum and Procedure at the Board Meeting :-**

(1) No business shall be transacted at any meeting of the Board unless there are present at such at least three Trustees of whom

one shall be a trustee appointed under clause (b) and one shall be a trustee appointed under clause (c) of sub-rule (1) of Rule 4.

(2) If at any meeting the number of Trustees present is less than the requisite quorum, the President shall adjourn the meeting informing the Trustees of the time and place of the adjourned meeting and it shall, thereupon, be lawful to dispose of the business at such adjourned meeting irrespective of the number of Trustee present and whether at least one Trustee appointed under clause (b) and one trustee appointed under clause (c), of sub- rule (1) of rule 4 are present or not.

(3) Every question considered at a meeting of the Board shall be decided by a majority of votes of the Trustees present and voting, the President shall have a second or casting vote.

(4) No act or proceedings of the Board shall be deemed to be invalid by reason merely of any vacancy or any defect in the constitution of the Board or in the appointment of the President or any Trustee.

#### **10. Resolution by Circular :-**

A resolution in writing circulated to all members of the Board of the Trustees present in India and signed by all such Trustees or majority of them shall be as valid and effectual as a resolution passed at a meeting of the Board of Trustees duly convened and constituted for the purpose.

#### **11. Minutes of the Meeting and circular resolution :-**

The Secretary shall cause the minutes of the proceedings of all the meetings of the Board of Trustees and all circular resolutions to be duly entered in a minute book to be maintained for the purpose. All such minutes shall be signed by the President of the meeting or in his absence by the President of the next meeting. All minutes purporting to have been so signed shall for all purposes whatsoever be prima facie evidence of the proceedings recorded therein and of the fact that the meeting was duly and regularly convened and held and all proceedings thereat had taken place.

#### **12. Expenses of Administration of the fund :-**

(1) All expenses relating to the administration of the Fund including the pay and allowances of the staff appointed by the Authority for the purposes of administering the Fund shall be borne by the Authority and shall not be charged to the Fund.



(2) The travelling allowance of a Trustee who is an employee of member of the Authority shall be governed by the rules of the Authority regulating such allowances for journeys performed on official duty or for attending a meeting of the Authority as the case may be while all other Trustees shall be entitled to travelling allowance at the rates admissible to officer of the first grade in the service of the Authority for each meeting of the Board from and to his usual place of business or from and to the places between which the journey is actually performed, whichever is less.

Explanation: No travelling allowance shall be claimed by a Trustee under this Rules if he has drawn or intends to draw such allowance for the same day or journey from his employer or as a member of any legislature or of any body constituted' by Government and he shall not be entitled to any travelling allowance other than daily allowance for the day of the meeting if he uses any transport provided at the expenses of Government, Authority, or his employer.

### **13. Application of Rules :-**

(1) These Rules shall apply to all employees recruited by the Authority, who shall be subscriber to the fund after completion of 3(Three) months continuous service of 60 days actual work.

(2) If an employee admitted to the benefit of the fund was previously a subscriber to any other contributory or non-contributory provident fund, the amount of his subscriptions and employer's share of contributions in the other contributory provident fund or the amount of his subscription in the non-contributory provident fund as the case may be together with interest thereon shall be transferred to his credit in the fund.

NOTE: These provisions shall not apply to :

- (i) apprentices;
- (ii) persons on contract; or
- (iii) employees on fixed remuneration either part-time or full time;
- (iv) re-employed on retirement.

### **14. Nomination :-**

(1) A subscriber shall at the time of joining the Fund send to the Accounts Officer a nomination conferring on one or more persons

right to receive the amount that may stand to his credit in the fund in the event of his death before that amount has become payable or having become payable has not been paid:

Provided that, if, at the time of making the nomination, the subscriber has a family, the nomination shall not be in favour of any person or persons other than the members of his family:

Provided further that the nomination made by the subscriber in respect of any other provident fund to which he was subscribing before joining the fund shall if the amount to his credit in this fund, be deemed to be nomination duly made under this rule until he makes a nomination in accordance with this rule.

(2) If a subscriber nomination more than one person under sub-rule (1) he shall specify in the nomination the amount or share payable to each of the nominees in such manner as to, cover the whole of the amount that may stand to his credit in the fund at any time.

(3) Every nomination shall be in such one of the forms set forth in the First Schedule as is appropriate in the circumstances.

(4) A subscriber may at any time cancel or modify the nomination by sending a notice in writing to the Accounts Officer:

Provided that the subscriber shall either alongwith such notice or separately send a fresh nomination made in accordance with provisions of this rule.

(5) A subscriber may provide a nomination:

(a) in respect of any specified nominee that in the event of his predeceasing the subscriber the right conferred upon the nominee shall pass to such other person or persons as may be specified in the nomination provided that such other person or persons shall if the subscriber has other members of his family to such other member or members.

(b) that the nomination shall become invalid in the event of the happening of a contingency, specified therein:

Provided that if at the time of making the nomination the subscriber has no family, he shall provide in the nomination that it shall become invalid in the event of his subsequently acquiring a family:

Provided further if at the time of making the nomination the

subscriber has only one member of the family, he shall provide in the nomination that the right conferred upon the alternate nominee under clause (a) shall become invalid in the event of his subsequently acquiring other member or members in his family.

(6) Immediately on the death of a nominee in respect of whom no specific provisions has been made in the nomination under clause (a) of sub-rule (5) or on the occurrence of any event by reason of which the nomination becomes invalid in pursuance of clause (b) of sub-rule (5) of the provision thereto, the subscriber shall send to the Accounts Officer a notice in writing cancelling the nomination together with a fresh nomination made in accordance with the provisions of this rule.

(7) Every nomination made, and every notice of cancellation given by the subscriber shall to the extent that it is valid, take effect on the date on which it is received by the Accounts Officer.

#### **15. Subscribers Account :-**

An account shall be opened by the Accounts Officer, in the name of the each subscriber, in which shall be credited:

- (i) the subscriber's subscription;
- (ii) Contributions made under Rule 19 by Authority to his account;
- (iii) Cnterest as provided by Rule 20 on subscriptions; and
- (iv) Interest as provided by Rule 20 on contributions.

#### **16. Conditions and rate of subscription :-**

Subscriber to subscribe month

(1) Every subscriber shall subscribe monthly to the fund when on duty or foreign service but not during a period of suspension:

Provided that a subscriber on reinstatement after a period passed under suspension shall be allowed the option of paying one sum or instalments, any sura not exceeding the maximum amount of arrears of subscriptions permissible for the period.

(2) A subscriber may at his option not subscribe during leave provided such leave is for a period not less than a month

(3) The subscriber shall intimate his election not to subscribe during leave by- written communication to the competent Authority before he proceed on leave, Failure to make due and timely

intimation shall be deemed to constitute election to subscribe. The option of a subscriber intimated under this sub-rule shall be final.

**17. Rate of subscription :-**

(1) The amount of subscription shall be fixed by the subscriber himself subject to the following conditions:

(a) it shall be expressed in whole rupees.

(b) it may be any sum so expressed, not less than 8.1/3% of his emoluments and not more than his emoluments.

(c) a member may increase his subscription at any time provided the rate of subscription does not exceed 20% of his emoluments, provided further that intimation of the proposed increase is given to the Secretary by such dates as the President may fix from time to time.

(2) For the purpose of sub-rule (1) the emoluments of a subscriber shall be: (a) in the case of a subscriber who was in service of the Authority on 31st March, of the preceding year, the emoluments to which he was entitled on that date provides as follows:

(i) if the subscriber was on leave on the said date and elected not to subscribe during such leave or was under suspension on the said date, his emoluments to which he was entitled on the first day after his return to duty;

(ii) if the subscriber joined the fund for the first time on a day subsequent to the said date, his emoluments shall be the emoluments to which he was entitled on such subsequent date.

(iii) if the subscriber was on deputation out of India on the said date as was on leave on the said date and continues to be on leave and has elected to subscribe during such leave, his emoluments shall be the emoluments to which he would have been entitled has he been on duty in India.

(3) The subscriber shall intimate the fixation of. the amount of his monthly subscription in each year by 31st March.

(a) if he was on duty on 31st March of the proceeding year by the deduction which he makes in this behalf from his pay bill from that month.

(b) if he was on leave on the 31st March of the proceeding year

and elected not to subscribe during such leave on was under suspension on that date by the deduction which he maker in this behalf from his first pay bill after his return to duty.

(c) if he has joined the service of the Authority for the first time during the year as joining the fund for the first time, by the deduction which he makes in this behalf from his pay bill for the month during which he joining the fund.

(d) if he was on leave on the 31st March of the proceeding year and continues to be on leave and has elected to subscribe during such leave by the deduction which he causes to be made in this behalf from his salary bill of that month.

(e) if he was in foreign service on the 31st March of the proceeding year by the amount credited by him on account of subscription for the month of April in the current year.

(4) The amount of subscription so fixed shall remain unchanged throughout the year; provided that the amount of subscription may be enhanced once at any time during the course of a year.

(5) When a subscriber is transferred to foreign service or sent on deputation out of India, he shall remain subject to the Rules of the fund in the same manner as if he was not so transferred or sent on deputation.

### **18. Realisation of Subscription :-**

(1) When emoluments are drawn by the Authority on a pay bill recovery of subscription account of these emoluments and of the principal and interest of advance if any shall be made from the emoluments themselves.

(2) When emoluments are drawn from any other source the subscriber shall forward his dues monthly to the Accounts Officer.

### **19. Contribution by Authority :-**

(1) The Authority shall on or before the 5th day of every month make contribution to the fund as employer's contribution an amount equivalent to the amount subscribed by each of the employee as rounded off to the nearest rupee, but in no case exceeding 8.1/3% of the emoluments earned by an employee during the previous month. Provided further that no contribution shall be payable in respect of any period for which subscriber, is

permitted under the rules not to or does not subscribe to the fund.

(2) The contribution shall be 8.1/3% of the subscriber's emoluments drawn on duty during the year or period as the case may be provided that if through oversight or otherwise, the amount subscribed is less than the amount of minimum subscription payable by the subscriber under sub-rules (1) and (2) of rule 17 and if the short subscription together with interest accrued thereon is not paid by the subscriber within such time as may be specified by the Competent Authority the Contribution payable by the Authority shall be equal to the amount actually paid by the subscriber or the amount normally payable by the Authority whichever is less.

(3) If a subscriber elects to subscribe during leave his leave salary shall for the purpose of this rule be deemed to be emoluments drawn on duty.

(4) If the subscriber elects to pay arrears of subscription in respect of a period of suspension the emoluments or the portion of emoluments which he may be allowed for the period on reinstatement shall for the purpose of this rule be deemed to be emoluments drawn on duty.

(5) The amount of contribution payable shall be rounded off to the nearest whole rupee i.e. (fifty paise counting as the next higher rupee).

## **20. Interest :-**

(1) The account of the subscriber shall be credited with interest at such rate as the Board of Trustees may from time to time determine, having due regard to the income earned and notify, with the approval of the Authority, the rate of at which interest shall be allowed during such financial year on all deposits standing to the credit of every member of the fund.

(2) Interest shall be credited with effect from the 31st March of each year, in following manner:

(i) on the amount of credit of a subscriber on the 31st March of the preceding year less any sums withdrawn during the current year.

(ii) On sums withdrawn during the current year interest from 1st April of the current year to the last day of the months preceding the month of the withdrawal.

(iii) On all sums credited to the subscriber's account after 31st March of the preceding year interest from the date of deposit upto the 31st March of the current year.

(iv) The total amount of interest shall be rounded off to the nearest rupee in the manner provided in sub-rule (5) of rule 19. Provided that when the amount standing at the credit of the subscriber has become payable, interest shall thereupon be credited under this sub-rule in respect of the period from the beginning of the current year or from the date of deposit as the case may be upto the date on which the amount standing at the credit of the subscriber becomes payable.

(3) For the purposes of this rule the date of deposit shall in the case of recoveries from the emoluments be deemed to be the first day of the month in which they are recovered, and in the case of amount forwarded by the subscriber, shall be deemed to be the first day of the month of receipt, if they are received by the Accounts Officer before the 5th day of that month or if they are received on or after the fifth day of that month, the first day of succeeding month :

Provided that when there has been a delay in the drawal of pay or leave salary and allowances of a subscriber and consequently in the recovery of his subscription towards the fund, the interest on such subscriptions shall be payable from the month inwhich the pay or leave salary of the subscriber was due under the rules irrespective of the month in which it was actually drawn :

Provided further that in the case of an amount forwarded in accordance with sub-rule (2) of rule 18 of the date of deposit shall be deemed to be the first day of the month if received by the Accounts Officer before the fifteenth day of that month:

Provided also that where the emoluments for amount are drawn and disbursed on the last working day of the same month the date of deposit shall in the case of recovery of his subscription be deemed to be the first day of the next succeeding month.

(4) In addition to any amount to be paid under rule 28 interest thereon upto the end of the month preceding that on which payment is made or upto the end of the twelve month after the month in which such amount become payable, whichever of these periods be less shall be payable to the persons to whom such amount is to be paid:

Provided that no interest shall be paid in respect of any period after the date which the Accounts Officer has intimated to that person (or his agent) as the date on which he is prepared to make payment in cash or if he pays by cheque after the date on which cheque in that person's favour is put in the post.

**21. Advances from the Fund :-**

A temporary advance may be granted to subscriber from the amount standing to his credit in the fund at the discretion of the Board of Trustees subject to the following condition : (a) No advance shall be granted unless the Sanctioning Authority is satisfied that the applicant's pecuniary circumstances justify it and that it will be expended on the following object or objects and not otherwise :

(i) to pay expenses including travelling expenses in connection with the prolonged or serious illness or confinement of the applicant or any person actually dependent upon him or any member of his family.

(ii) to pay for the overseas passage for reasons of health, or education of the applicant or any person actually dependent on him or any member of his family.

(a) to meet the cost of education of the applicant or any person actually dependent upon him.

(b) outside India in an academic, technical, professional or vocational course beyond the High School stage; or

(c) in India, beyond the high school stages in a college or in medical, engineering or other technical or specialised course of study provided that the course of study is not less than three years.

(iii) to pay obligatory expenses on a scale appropriate to the applicant's status which by customary usage the applicant has to incur in connection with marriages, funerals or other religious ceremonies of persons actually dependent on him; provided that the condition of actual dependence shall not apply in the case of son or daughter of the subscriber. Provided further that the condition of actual dependence shall not apply in a case of an advance required to meet the funeral expenses of the parent of the subscriber.



(iv) to meet the cost of legal proceedings instituted by the subscriber for vindication his position in regard to any allegations made against him in respect of any act done or purporting to be done by him in the discharge of his official duties, the advance in this case being available for the same purpose from any other source.

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

(b)

(i) As an by way of immediate relief in cash of theft or robbery and other natural calamity.

(ii) For payment of premium not more than once in six months on policies of Life Insurance of the member or wife or husband as the case may be, of the member or children of the member, provided that:

(a) the amount of such advance shall not be disbursed unless the particulars of the policy are submitted to the Board for approval and the policy is original to the Board and the receipts granted by the Insurance Company for the premia are from time to time handed over to him for inspection, and

(b) no amount shall be disbursed in excess of the actual amount of premia.

(v)

(a) to meet the cost of his defence when he is prosecuted by any court of law or where the subscriber engages a legal practitioner to defend himself on an enquiry in respect of any alleged official misconduct on his part.

(b) An advance shall not, except for special reasons be granted until atleast three months after the final repayment of all previous advance unless the amount already advanced does not exceed two third of the amount admissible under clause (c).

(c) An advance shall not, except for special reasons exceed three month's pay and shall in no case exceed the amount of subscription

and interest thereon standing to the credit of the subscriber in the fund.

(d) Notwithstanding anything contained in clauses (b) and (c) the advance to the sanctioned for the object mentioned in sub-clauses (iv) and (v) of clause (a) shall not exceed three month's pay or Rs. 500/- whichever is greater and shall in no case exceed the amount of subscriptions and interest thereon standing to the credit of the subscriber in the fund.

(e) The sanctioning authority shall record in writing its reasons for granting advance:

Provided that if the reason is of a confidential nature, it may be communicated to the Accounts Officer personally or confidentially or in both ways.

## **22. Recovery of Advances :-**

(1) An Advance shall be recovered from the subscriber in such number of equal monthly instalments as the sanctioning authority may direct but such number shall not be less than twelve unless the subscriber so elects and more than twenty four. In special cases where the amount of advance exceeds three month's pay of the subscriber under clause (c) of Rule 21 of the sanctioning authority may fix such number of instalments to be more than twenty four but in no case more than thirty six. A subscriber may at his option make repayment in a smaller number of instalments than that the prescribed. Each instalment shall be a number of whole rupee, the amount of the advance being raised or reduced, if necessary, to admit the fixation of such instalments.

(2) Recovery shall be made in the manner prescribed in Rule 18 for the realisation of the subscription and shall commence with the issue of pay for the month following the one in which the advance was drawn. Recovery shall not be made except with the subscriber's consent while he is on leave, other than earned leave of not less than 30 days duration or in receipt of subsistence grant and may be postponed by the competent authority during the recovery of an advance of pay granted to the -subscriber and drawn by him and advance is subsequently disallowed before repayment is completed, the whole or balance of amount withdrawn shall forth with be repaid by the subscriber to the fund.

(3) Recoveries made under this rule shall be credited as they are

made to the account of the subscriber in the fund.

### **23. Final Withdrawal from Fund :-**

(1) Subject to the conditions specified in this rule and rules 24-A and 24-B final withdrawals may be sanctioned by the Board of Trustees for special reasons under clauses (b) and (c) of rule 21 at any time.

(2) After the completion of fifteen years of service including broken periods of services, if any, of a subscriber or within 10 years before the date of retirement on superannuation, whichever is earlier, final withdrawal may be made from the amount standing to his credit in the fund for one or more of the following purposes, namely:

(a) to meet the cost of higher education including where necessary the travelling expenses of any child of the subscriber dependent on him in the following cases namely :

(i) for education outside India for academic, technical, professional or vocational course beyond the high school stage, and

(ii) for any medical, engineering or other technical or specified course in India beyond high school stage, provided the course of study is for not less than three year.

(b) to meet the expenditure in connection with the marriage of a son or of a daughter of the subscriber or any other female relation actually dependent on him.

(c) to meet expenses in connection with illness including where necessary the travelling expenses of the subscriber or any person actually dependent on him.

(d) building or acquiring a suitable house for his/her residence including the cost of site or repaying any outstanding amount on account of loan expressly taken for this purpose before the date of receipt of the application for withdrawal but not earlier than twelve months of that date or re-constructing or making additions or alterations to a house already owned or acquired by a subscriber.

(e) purchasing a house site or repaying any outstanding amount on account of loan expressly taken for this purpose before the date of receipt of the application for the withdrawal but not earlier than twelve months of that date.

(f) for constructing a house on a site purchased utilising the sum

withdrawn under clause (d) and clause (e) should be final withdrawal under sub-clauses (d), (e) and (f) of sub-rule (2) for the purpose specified in sub-rule (1) of Rule 24-A and also for the purpose of repayment of any loan taken for the purpose.

(g) for acquiring a residential building or flat on hire purchase basis or otherwise through a body established by State/Central Government like Gujarat Housing Board or a Co-operative Housing society.

Provided that the amount withdrawn for the purpose specified in clause (g) shall not subject to Rule (24-A) in any case exceed the actual amount of initial instalment payable to a body established by State/Central Government or a Co-operative Housing Society and the valid receipt in respect of such payment made of full payment withdrawn shall be produced within a month of the drawal of amount.

(h) notwithstanding any thing contained in sub-rule (2) final withdrawal may be permitted from the amount standing to the credit of the subscriber in the fund for recurring farm land or business permises within six months before the date of his retirement.

(3) A withdrawal sanction to a subscriber, under clause (a) of sub-rule (2) of Rule 23 may be drawn in instalments not exceeding four in a period of twelve calender months counted from the date of sanction.

(4) In cases where a subscriber has to pay instalments for a site or a house constructed through a body established by State/Central Government or a House Building Co-Operative Societies or similar agency, he shall be permitted to draw as and when he is called upon to make payment of any instalment. The withdrawal of a sum under this sub-rule, shall be treated as sum withdrawn at any one time for the purpose of sub-rule (1) of Rule 24-A.

(5) Whenever a subscriber is in a position to satisfy the sanctioning authority about the amount standing to his credit in the contributory provident fund account with reference to the latest available statement of Contributory Provident Fund Account together with the evidence of subsequent contribution, the sanctioning authority may itself sanction withdrawal within the prescribed limits, as in the case of a refundable advance. In doing so, the sanctioning authority shall take into account any withdrawal

or refundable advance already sanctioned by it in favour of the subscriber. Where, however, the subscriber, is not in a position to satisfy the sanctioning authority about the admissibility of the withdrawal applied, for a reference may be made to the Accounts Officer by the sanctioning authority for ascertaining the amount standing to the credit of the subscriber, with a view to enable sanctioning authority to determine the admissibility of the amount of withdrawal. The sanction for the withdrawal should prominently indicate the Contributory Provident Fund Account number and the Account Officer maintaining the accounts and a copy of the sanction for withdrawal should invariably be endorsed to that Accounts Officer. The sanctioning authority shall be responsible to ensure that an acknowledgment is obtained from the Accounts Officer that the sanction for withdrawal has been noted in the ledger account of the subscriber. In case the Account Officer reports that the withdrawal as sanctioned is in excess of the amount of the credit of the subscriber or otherwise inadmissible the sum withdrawn by the subscriber shall forthwith be repaid in one lump-sum (together with interest thereon at the rate determined under rule 14 by the subscriber to the fund and in default of such repayment it shall be ordered by the sanctioning authority to be recovered from his emoluments either in a lump-sum or in such number of monthly instalments as may be determined by the Authority.

**24A. Amount of Final Withdrawal :-**

(1) Any sum withdrawn by a subscriber at any one time for one or more of the purposes specified in rule 23 from the amount of subscription and interest thereon standing to his credit in the Fund shall not ordinarily exceed one half of such amount or six months pay whichever is less. The sanctioning Authority may, however, sanction the withdrawal of an amount in excess of the said limit upto 3/4th of the balance of the aggregate of subscription and interest thereon to his credit in the fund, having due regard to;

(i) the object for which the withdrawal is being made,

(ii) the status of the subscriber, and

(iii) the aggregate of the amount of subscription and interest thereon to his credit in the fund:

Provided that in the case of a subscriber who has availed himself of

any assistance in this regard from any other source, the sum withdrawn under the sub-rule for any purpose other than the one for repayment of any loan taken under any scheme of source shall not exceed Rs. 1,25,000/- or five years pay whichever is less.

(2) The subscriber who has been permitted to withdraw money from the fund under rule 23 shall satisfy the sanctioning authority within a reasonable period as may be specified by him that the money has been utilised for the purpose for which it was withdrawn and if he fails to do so, the whole of the sum withdrawn or so much thereof as has not been applied for the purpose shall forthwith be repaid by the subscriber to the fund in one lump-sum and in default of such repayment the sanctioning Authority may by order direct that the sum not so repaid shall be recovered from his emoluments either in one lump-sum or in such number of monthly instalments as may be determined by the sanctioning authority:

Provided that such permission shall not be necessary for

(i) the house or house site being leased for any term not exceeding three years, or.

(ii) its being mortgaged in favour of a Housing Board, the Life Insurance Corporation or any other Corporation owned or controlled by the Government which advances loan for the construction for a new houses or for making additions or alternations to an existing house.

(3) A subscriber who has been permitted to withdraw money from the amount standing to his credit in the fund for the purpose specified in clause (d), (e) or (f) of sub-rule (2) of rule 23 shall part with the possession of the house built, acquired or constructed or the house site purchased by way of sale, mortgage, gift, exchange or lease without the previous permission of the sanctioning authority. If at any time before retirement of the subscriber, he parts with the possession of the house or house site without obtaining the previous permission of the sanctioning authority, the sum withdrawn by him shall forthwith be repaid by him to the fund in one lump-sum and in default of such repayment the sanctioning authority may by order direct that the sum not so repaid shall be recovered from his emoluments either in a lump-sum or in such manner of monthly instalments as may be determined by the Authority.

#### **24B. Conversion of Loan into Final Withdrawal :-**

A subscriber who has already drawn or may hereafter draw any advance under rule 21 for any of the purposes specified in clauses (a) (b) and (c) of sub-rule (2) of rule 23 may convert at his discretion by written request addressed to the sanctioning authority, the balance outstanding against it into a final withdrawal on his satisfying the conditions laid down by rules 23 and 24-A.

**24C. Final Withdrawal for Purchase of Conveyance :-**

Final withdrawal may be sanctioned by the sanctioning authority for special reasons under clauses (b) and (c) of rule 21 at any time to subscribers who have completed 15 years of service or who have less than 5 years to attain the age of superannuation from the amount standing to their credit for purchasing a conveyance as far repaying loan thereof, provided that:

(i) the pay of officer is not less than Rs. 1500/- (Rupees One Thousand Five Hundred) per month for the purpose of purchase of motor car, and

(ii) the amount withdrawal is limited to one third of the amount of the subscription with interest thereon standing to the credit of the subscriber in the contributory provident fund or the actual price of the Car/Scooter/Moped whichever is least. Provided that in special case sanctioning authority may sanction the withdrawal of an amount in excess of this limit upto one half of the balance of the fund to the credit of subscriber.

(iii) such withdrawal shall be allowed only on one occasion.

**24D. Final withdrawal for the purpose of Extensive Repairs of over hauling of Motor Car :-**

A subscriber who has completed 25 years of service or who has less than 5 years to attain the age of superannuation may be permitted to make final withdrawals from the fund standing to his credit in the Contributory Provident Fund for the purpose of extensive repairs of overhauling of his motor car subject to the following conditions viz.,

(i) the amount of the withdrawal is limited to Rs. 5000/- or one third of the amount standing to the credit of the subscriber in the C.P.F. or the actual amount of repairing/overhauling whichever is less.

(ii) not less than five years should have elapsed since the car was purchased by the Officer concerned. In the case of a second hand car the initial date of purchase by the first purchaser will be taken

into account.

(iii) such withdrawal shall be allowed only once through out the service of the subscriber.

## **25. Circumstances under which Accumulations are Payable**

:-

When a subscriber quits the service the amount standing to his credit in the fund shall subject to any deduction under rule 27 become payable to him.

(a) Provided that the subscriber who has been also dismissed from the service and is subsequently reinstated in the service, shall if regural to do so by the "Authority" repay any amount paid to him from the fund in pursuance of this rule, with interest thereon at the rate provided in rule (1) in the manner provided in the provide to rule . . . . .The amount so repaid shall be credited to his amount in the fund, the part representing his subscription and interest there- on and the part representing the contribution of the Authority with interest thereon, being accounted for in the manner provide in Rule .. . . . . .Provided further that subscriber holding a temporary post may either withdraw the amount on the termination of his appointment on leave if in the fund to be withdrawn at any time he finally quits the service.

(b) A subscriber other than one who is appointed on contract or one who has retired and is subsequently re-employed with or without a break in service shall not be deemed to quit the service, when he is transferred without any break in service to a new post under another State Government or the Central Government (in which he is governed by another set of provident fund rules) and without retaining any connection with his former post. In such a case, his subscriptions and the authority contribution of the Authority shall be transferred:-

(a) to his account in the other fund in accordance with the rule of that fund if the new post is in another department of the State Government, or;

(b) to a new account under the other State Government or the Central Government concerned, if the new post is under another Stage Government or the Central Government and that Government or Central Government consents by general or special order to such transfer of his subscriptions, the contribution of the Authority and interest.



**26. When Amount has become payable :-**

Subject to any deduction under rule 27 on the death of a subscriber before the amount standing to his credit has become payable, or if the amount has become payable, before payment has been made:

(i) When the subscriber leaves a family :

(a) if a nomination made by the subscriber in accordance with the provisions of rule 14 in favour of a member or members of his family subsists the amount standing to his credit in the fund or the part thereof to which the nomination relates, shall become payable to this nominee or nominees in the proportion specified in the nomination.

(b) if no such nomination in favour of a member or members of the family of the subscriber subsists or if such nomination relates on 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, notwithstanding any nomination purporting to be in favour of any person or persons other than the member or members of his family becomes payable to the members of his family in equal share

Provided that no share shall be payable to :

(1) sons who have attained legal majority.

(2) sons of a deceased son who have attained legal majority.

(3) married daughters whose husbands are alive.

(4) married daughters of a deceased son whose husbands are alive. if there is any member of the family other than those specified in clause (1) to (4)above:

Provided also that the widow or widows and the child or children of a deceased son shall receive between them equal parts only the share which that son would have received if he had survived the subscriber and had been exempted from the provisions of clause (1) of the first proviso.

NOTE: Any sum payable under these rules to a member of the :

(i) family of a subscriber shall vests in such member under subsection (2) of section 3 of the Provident Fund, Act, 1925.

(ii) When the subscriber leave no family, if a nomination made by him in accordance with the provisions of rule 14 in favour of any person or persons subsists, the amount standing to his credit in the Fund or the part thereon to which the nomination relates shall become payable to his nominee in the proportion specified in the nomination.

**NOTE:**

(1) When a nominee is a dependant of the subscriber as defined in clause (c) of section 2 of the Provident Fund Act, 1925 the amount vests in such nominee under sub-section (2) of section 3 of the Act.

(2) When the subscriber leave no family and no nomination made by him in accordance with the provisions of rule 5 subsists or if such nomination relates only to part of the amount standing to his credit in the fund relevant provision of clause (b) and sub- clause (ii) of clause (c) of sub-section (1) of section 4 of the Provident Fund Act, 1958 shall apply to the whole amount or the part there of to which the nomination does not relate.

**27. Deductions :-**

Subject to the condition that no deduction may be made which reduces the credit by more than the amount of any contribution by Authority with interest thereon credited under rule 19 and 20 before the amount standing to the credit of a subscriber in the Fund is paid out of the Fund, the Competent Authority may direct the deduction there from and payment to the Authority of:

(a) all amounts representing such contribution and interest if the subscriber is dismissed from the service due to misconduct, insolvency or inefficiency:

Provided that where the authority is satisfied that such deduction would cause hardship to the subscriber Authority may be order exempt from such deduction and amount not exceeding two-thirds of the amount of such contribution and interest:

Provided further that if any such order of dismissal is subsequently cancelled, the amount so deducted shall, on his reinstatement in the service be replaced at his credit in the fund.

(b) all amounts representing such contributions and interest if the sub- scribe within five years of the commencement of his service as such resigns from the service or ceases to be an employee

otherwise than by reason of death, superannuation, on declaration by a competent medical authority that he is unfit for further service or the abolition of the post due to reduction of establishment.

(c) any amount under a liability incurred by the subscriber to Authority. NOTE : The period of five years shall be from the commencement of the subscriber's continuous service under the Authority.

## **28. Payment :-**

(1) When the amount "Ending to the Credit of a subscriber in the Fund or the balance thereof after any deduction under rule 27 becomes payable, it shall be duty of the Accounts Officer after satisfying himself when no such deduction has been directed under that rule, that no deduction is to be made, to direct to make payment as provided in section 4 of the Provident Fund Act, 1925.

(2)

(i) If a person to whom any amount is to be paid is a lunatic for whose estate a manager has been appointed under the Indian Lunacy Act, 1912, the payment shall be made to such Manager.

(ii) In the absence of any appointment of a Manager in accordance with the provisions of section 95 of the said Act as if those provisions applied mutatis mutandis, to such payment.

(3) A subscriber or any person who desires to claim payment under this rule as the case may be, shall send a written application in that behalf to the Account Officer, payment of amounts withdrawn shall be in India only. The persons to whom the amounts are payable shall make their own arrangements to receive payment in India.

NOTE: When the amount standing to the credit of a subscriber has become payable under rule 25 or 26 the Accounts Officer shall authorise prompt payment of the portion of the amount standing to the credit of a subscriber in regard to which there is no dispute or doubt, the balance being adjusted as soon there after as may be.

## **29. Procedure :-**

When paying a subscription in India either by deduction from emoluments or in cash, a subscriber shall quote a number of his account in the Fund which shall be communicated to him by the Accounts Officer. Any charge in the number shall similarly be communicated to the subscriber by the Accounts Officer.

### **30. Statement of account :-**

(1) As soon as possible after 31st March of each year the Accounts Officer shall send to each subscriber a statement of his account in the fund showing the opening balance as on 1st April of the year. The total amount credited or debited during the year, the total amount of interest credited as on 31st March of the year and the closing Balance on that date. That Accounts Officer shall attach to the statement of account on enquiry whether the subscriber;

(a) desires to make any alteration in nomination made under Rule 14.

(b) has acquired a family in case where the subscriber has made no nomination in favour of any member of his family under the provision to sub-rule (1) of rule 14.

(2) Every subscribers shall satisfy himself as to the correctness of the annual statement and errors should be brought to the notice of the Accounts Officer within one month from the date of receipt of the statement.

(3) The Accounts Officer shall if required by a subscriber once, but not more than once in a year inform the subscriber of the total amount standing to his credit in the fund at the end of the last month for which his account has been written up.

### **31. Fund Money to be deposited in any Schedule bank :-**

All money of the fund shall be deposited in any of the Schedule banks by the Board of Trustees to an account named ".....Urban/Area Development Authority Contributory Provident Fund Accounts". The accumulations including contributions of the Authority in Fund shall be invested in approved securities keeping maximum of 10% of it for immediate settlement of provident fund accounts and withdrawals, and the same shall be operated upon jointly by any two members of the Board including secretary and president.

### **32. Repeal, Vary, Alteration or Amendment or Addition of Rules :-**

Authority may from time to time repeal, vary, alter or amend or add to these rules and frame such other rules and regulations as the Authority may think fit provided that no alterations of or additions to or variation in the foregoing rules made in exercise of the discretion shall operate to prejudice or effect the interest of any

subscriber subsisting at the time of such alteration or addition.

**33. Where operation of Rules cause or is likely to cause undue hardship to a subscriber :-**

Where the Authority is satisfied that operation of any of these rules cause or is likely to cause undue hardship to a subscriber, Authority may notwithstanding anything contained in these rules, deal with the case of such subscriber in such a manner as may appear to be just and equitable.

**34. When any doubt or difficulty arises in implementing Rules :-**

In the case of any doubt or practical difficulty arising out of implementation of the foregoing rules, the issue shall be decided by the Authority and the decision of the Authority shall be final.

**35. Annual Report :-**

The Board shall submit to the Authority not later than 9 months from the closing of each financial year, a report on the working of the Urban/Area Development Authority Employee's Contributory Provident Fund during the last preceding financial year.

**36. Power of the board to sell securities etc :-**

The Board shall, from time to time, pay to the persons entitled there to such sums as may be payable under the provisions of these Rules and shall, if necessary, raise the moneys required for the same by sale of securities held by the Board as sufficient part thereof as by loan in the security of the same.

**37. Trustee liable for his own default :-**

No Trustee shall be responsible or chargeable save and except for money actually received by him, notwithstanding his having signed any receipt for the sake of conformity or otherwise, nor shall he be responsible or chargeable for acts, defaults or neglects of the Bank with whom the moneys of the Fund are deposited not for any loss unless the same happens through his own wilful act or commission.

**38. Indemnity to Trustee :-**

Every Trustee shall be entitled to be indemnified by the fund against all proceedings, costs and expenses occasioned by any claim indemnification with the fund not arising from his negligence or fraud.

**39. Applicability :-**

Amendments, addition, deletions to the provisions made by the

competent Authority is this regard from time to time shall be applicable.

SCHEDULE 1

Form of Nomination

**FIRST SCHEDULE**

[See rule 14 (3)]

**Form of Nomination**

I. When the subscriber has a family and wishes to nominate one member thereof.

I hereby nominate the person mentioned below, who is a member of my family as defined under rule 2 of the Contributory Provident Fund Rules (Development Authority) to receive the amount that may stand to my credit in the Fund in the event of my death before that amount has become payable or having become payable, has not been paid.

Name & Address of the nomi- nee	Relationship with the subscriber	Age	Contingencies on happening of which the nomination shall become invalid	Name & Address & relationship of the person, if any to who, the right of the nominee shall pass in the event of his predeceasing the subscriber.
01	02	03	04	05