

GUJARAT MARITIME BOARD EMPLOYEES (GENERAL PROVIDENT FUND) REGULATIONS, 1985

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**GUJARAT MARITIME BOARD EMPLOYEES (GENERAL
PROVIDENT FUND) REGULATIONS, 1985**

In exercise of the powers conferred by Section 113 read with sub section (3) of section 110 of the Gujarat Maritime Board Act, 1981 (Guj. 30 of 1981), the Government of Gujarat hereby makes the following regulations, namely:-

1. Short title :-

(1) These regulations may be called the Gujarat Maritime Board Employees (Central Provident Fund) Regulations, 1985.

(2) They shall come into force with immediate effect.

2. Definitions. :-

In these regulations unless the context otherwise requires:

(1) 'Account officer' means the Financial Adviser and Chief Accounts Officer, or his representative of the Board;

(2) 'Board', 'Chairman', 'Vice-Chairman', shall have the meaning assigned to them in the Gujarat Maritime Board Act, 1981:

(3) 'Emoluments' mean pay, leave salary or subsistence grant as defined in the Bombay Civil Service Rules and any remuneration of the nature of pay received in respect of foreign service but does not include conveyance allowance house rent allowance, over time fee for supervision of floating craft, driving and ration allowance;

(4) 'Employee' means an employee of the Board;

(5) 'Family' means

(1) in the case of a male subscriber, the wife or wives and children of the 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 regulations relate unless the subscriber subsequently intimates in writing to the Account Officer that she shall continue to be so regarded:

(ii) in the case of female subscriber, the husband and children of the subscriber, and the widow or widows and children of a deceased son of the subscriber:

Provided that if a subscriber by notice in writing to the Account 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 matters to which these regulations relate, unless the subscriber subsequently cancels such notice in writing;

Explanation.-'Child' means a legitimate child and includes an adopted child where adaptation is recognised by the personal law governing the subscriber,

(6) 'Fund' means the Gujarat Maritime Board Employees General Provident Fund:

(7) 'Leave' means any kind of leave recognised by the Bombay Civil Service Rules;

(8) 'Year' means a financial year;

(9) any other expression used in these regulation but not defined in these regulations shall have the meaning assigned to it either in the Provident Funds Act, 1925 (XIX of 1925), or in the Bombay Civil Services Rules.

3. Constitution and Management of the Fund. :-

The Board shall establish and maintain a Provident Fund for the Welfare of the Employees.

4. Application. :-

(1) All permanent employees, other than reempl\loyed person and all temporary employees who have rendered continuous service of one year or more on the date of commencement of these regulations or thereafter shall be required to subscribe to the Fund. Temporary employees whose period of service on the date of

commencement of these regulations is less than one year shall be required to subscribe to the fund from the month following that in which they complete one year's service.

(2) The Board may at its discretion permit any other category of employees to subscribe to the fund.

(3) Employees who are subscribers to any contributory Provident Fund shall not be required to subscribe to the Fund.

5. Transfer of the balance. :-

On the establishment of the fund under the regulation, the balance, if any standing to the credit of an employee in the General Provident Fund constituted under the Bombay General Provident Fund Rules shall be credited to the account of the employees under the Fund constituted under these regulations.

6. Nominations. :-

(1) A subscriber shall at the time of joining the Fund, send to the Account Officer a nomination conferring on one or more persons the 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 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 or which he was subscribing before joining the Fund shall, if the amount to his credit in such other fund has been transferred to his credit in the Fund, be deemed to be a nomination duly made under this regulation until he makes a nomination in accordance with this regulation.

(2) If a subscriber nominates more than one person under subregulation (1), he shall specify in the nomination the amount of 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 a nomination by sending a notice in writing to the Account Officer. The subscriber shall

alongwith such notice or separately send a fresh nomination made in accordance with the provisions of this regulation.

(5) A subscriber may provide in a nomination (a) in respect of any specified nominee, that in the event of his predeceasing the subscriber, the right conferred upon that 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, be such other member or members. Where the subscriber confers such a right on more than one person under this clause, he shall specify the amount or share payable to each of such persons in such a manner as to cover the whole of the amount payable to the nominee;

(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 that 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) Where a subscriber nominates more than one person under this regulation he shall specify the share payable to each of such persons so however that the whole of the amount in the subscriber's account is apportioned by Such nomination.

(7) Immediately on the death of a nominee in respect of whom no special provision has been made in the nomination under clause (a) of sub-regulation (5) or the occurrence of any event by reason of which the nomination becomes Invalid .In pursuance of Clause (b) of sub- regulation (5) or the proviso thereto, the subscriber shall send to the Account Officer a notice in writing canceling the nomination, together with a fresh nomination made in accordance with the provisions of this regulation.

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

7. Subscribers Accounts. :-

An account shall be prepared in the name of each subscriber and shall show therein the opening balance the amount of his subscriptions with Interest thereon calculated as prescribed in regulation 11, advances and withdrawals from the Fund, and bonus, as provided by regulation 12 and closing balance.

8. Conditions and rates of subscriptions. :-

(1) Conditions of subscription (a) A subscriber shall subscribe monthly to the Fund except during extraordinary leave for a period of not less than a month or during the period when he is under suspension:

Provided that subscriber may, at his option, not subscribe during leave which either does not carry any leave salary or carries leave salary equal to or less than half average pay:

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

(b) A subscriber shall intimate in writing his election not subscribe during leave to the Account Officer. Failure to make due and timely intimation shall be deemed to constitute an election to subscribe. The option of a subscriber intimated under this clause shall be final.

(2) Rate of Subscription.-The amount of subscription shall be fixed by the subscriber himself subject to the following conditions, namely:

(a) It shall be expressed in whole rupees.

(b) It may be any sum expressed in whole rupees not being less than the following minimum and not more than his emoluments:

(3) For the purpose of sub-regulation (2), the emoluments of a subscriber shall be

(a) in the case of subscriber who was in Board's service on the 31st March of the preceding year, the emoluments to which he was entitled on that date:

Provided that (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 shall be the

emoluments to which he was entitled on the first day after his return to duty;

(ii) If the subscriber was on deputation out of India on the said date or was on leave on the said date and continue 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 had he been on duty in India.

(b) in the case of a subscriber who was not in Board's service on the 31st March of the preceding year, the emoluments to which he was entitled on the day he joined the Fund.

(4) A subscriber shall intimate the fixation of the amount of his monthly subscription in the following manner:

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

(b) if he was on leave on the 31st march of the preceding year and elected not to subscribe during such leave, or, was under suspension on that date, by the deduction which he makes in this behalf from his first pay bill after his return to duty;

(c) if he has entered Board's Service for the first time during the year by the deduction which he makes in this behalf, from his pay bill for the month during which he joins the Fund;

(d) if he was on leave on the 31st March of the preceding year, and continue 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 for that month;

(e) If he was on foreign service on the 31st March of the preceding year, by the amount credited by him to the Board's account on account of subscription for the month of April in the current year:

(5) The amount of subscription so fixed may be: (a) reduced once at any time during the course of the year;

(b) enhanced twice during the course of the year; Provided that when the amount of subscription is so reduced it shall not be less than the minimum prescribed in Sub-regulation (2);

Provided further that if a subscriber is on duty for a part of a month and on leave for the remainder of that month and he has elected

not to subscribe during half-pay leave or Extra-ordinary leave for more than one month, the amount of subscription payable shall be proportionate to the number of days spent on duty in the month.

9. Transfer to foreign service or deputation out of India. :-

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

10. Realisation of subscription. :-

(1) When emoluments are drawn in India, recovery of subscription on account of these emoluments and advances shall be made from the emoluments.

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

Provided that in the case of a subscriber on deputation to a body corporate owned or controlled by Government, the subscriptions shall be recovered and forwarded to the Account Officer by such body.

(3) If a subscriber falls to subscribe with effect from the date on which he is required to join the Fund or is in the default in any month or months during the course of a year, otherwise, than as provided for In regulation 8, the total amount due to the Fund on account of arrears of subscriptions, shall with interest thereon at the rate provided in regulation 11, forthwith be paid by the subscriber to the Fund or in default be ordered by the Account Officer to be recovered by deduction from the emoluments of the subscriber by installments or otherwise as may be directed by the authority competent to sanction an advance for the grant of which special reasons are required under clause (c) of sub- regulation (1) of regulation 14:

Provided that the subscribers whose deposits in the Fund carry no interest shall not be required to pay any interest.

11. Interest. :-

(1) Subject to the provisions of Sub-regulation (5) the Board shall pay to the credit of the accounts of a subscriber interest at such rates as may be determined for each year by the Board with the approval of the Government:

Provided that if the rate of interest determined for a year is less than 4 per cent, all existing subscribers to the Fund in the year preceding that for which the rate has for the first time been fixed at less than 4 per cent, shall be allowed interest at 4 per cent:

Provided further that a subscriber who was previously subscribing to any other Provident Fund of the Government of Gujarat and whose subscriptions, together with the interest thereon, have been transferred to his credit in this Fund, shall also be allowed interest at 4 per cent, if he had been receiving that rate of interest under the rules of such other fund under a provisions similar to that of the first proviso to this regulation.

(2) Interest shall be credited with effect from last day In each year in the following manner:

(i) on the amount to the credit of a subscriber 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 upto the last day of the month preceding the month of withdrawal;

(iii) on all sums credited to the subscriber's account after the last day of the preceding year. Interest from the date of deposit upto the end of the current year;

(iv) the total amount of interest shall be rounded to the nearest whole rupee (fifty paise and above counting as the next higher rupee):

Provided that when the amount standing to the credit of a subscriber has become payable, interest shall thereupon be credited under this regulation in respect only 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 to the credit of the subscriber became payable.

(3) In this regulation, the date of deposit shall in the case of a recovery from emoluments, be deemed to be the first day of the month in which it is recovered and in the case of an amount forwarded by the subscriber shall be deemed to be the first day of the month of receipt, if it is received by the Account Officer before the first day of that month, but if it is received on or after the first

day of that month, the first day of the next succeeding month;

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

Provided further that in the case of an amount forwarded An accordance with the proviso to sub-regulation (2) of the regulation 10, the date of deposit shall be deemed to be the first day of the month If it is received by the Account Officer before the fifteenth day of that month:

Provided also that where the emoluments for a month 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 subscriptions, be deemed to be the first day of the next succeeding month;

(4) (a) In addition to any amount to be paid under regulations 19, 20 or 21 interest thereupon upto the end of the month preceding that in which the payment is made or upto the end of the twelfth month after the month in which such amount become payable whichever of these periods be less, shall be payable to the person to whom such amount is to be paid:

Provided that where the Account Officer has intimated to that person (or his agent), a date on which he is prepared to make payment in cash, or has posted a cheque in payment to that person interest shall be payable only upto the end of the month preceding the date so Intimated or the date of posting the cheque, as the case may be;

(b) If a subscriber holding a temporary post exercises, on the termination of his appointment, the option allowed by regulation 19 of leaving in the Fund, the amount accumulated to his credit. Interest shall be allowed on that amount for not more than six months, after termination of employment. If he obtains re-employment under Board, deposit not withdrawn will commence again to bear interest from the date on which subscriptions are renewed.

(5) Interest shall not be credited to the account of a subscriber if he informs the Account Officer in writing that he does not wish to

receive it; but if the subsequently asks for interest, it shall be credited with effect from the first day of the year in which he asks for it.

(6) The Interest on amounts which under regulation 19 or the regulation 20 are replaced to the credit of the subscriber in the Fund, shall be calculated at such rates as may be successively prescribed under sub-regulation (1) of this regulation and so far as may be in the manner prescribed in this regulation.

(7) In case a subscriber is found to have drawn from the fund an amount in excess of the amount standing to his credit on the date of drawal, the overdrawn amount shall be repaid by him with interest there on at the rate determined under sub-regulation (1), irrespective of whether the overdrawal occurred in the course of an advance or a withdrawal or the final payment from the Fund.

12. Incentive Bonus scheme. :-

A subscriber who does not withdraw any sum of money from the amount standing to his credit in the fund by way of advance under regulation 14 or withdrawal under regulation 14 during the preceding three years shall be entitled to a bonus at the rate of one percenton the entire balance at his credit on the last day of that financial year.

(2) The bonus so calculated shall be credited to the account of the subscriber and shall be in addition to the interest allowed under regulation-11.

(3) Withdrawal for financing Insurance policies shall not make a subscriber ineligible for the benefit under this rule.

(4) The bonus so calculated shall be rounded of to the nearest whole rupee (the amount fifty paise above to be rounded of to the next higher rupee).

Note.-(I) Bonus is to be calculated on the balance on the last day of financial year after crediting interest for that year.

(2) The bonus under this regulation shall be admissible when a subscriber has regularly paid subscription to the fund during the whole year except when the regulations permit temporary suspension of subscription for a short period e.g. while on leave or under suspension. For the purpose of the first and last year of a subscriber's service the period from the date of appointment to the

end of the year or as the case may be from the date of commencement of the year to the date of quitting service, shall be deemed to be a whole year.

(3) The drawal of advance under regulation-15 from the Provident Fund Account shall also be treated as withdrawal for the purpose of earning bonus.

13. Transfer from other services. :-

(1) Subject to the sanction of the Board in each case, a person who had joined the Board's service from the service of any Government, or other employer, may, if he becomes a subscriber to the Fund, have any amount standing to his credit in a Provident Fund maintained by the Government or other employer on the date of his joining the Board's service the said amount shall be transferred to his credit in the Fund. The amount so transferred shall carry interest only. It shall not entitle the subscriber to any contribution by the Board in respect thereof.

(2) In the event of a subscriber to the Fund being permanently transferred to a service under a Government or any other employer, the balance in the Provident Fund Account of the subscriber may, instead of being paid in cash, be transferred to his account with the new employer and thereupon these regulations shall cease to apply to him.

14. Advance from the fund. :-

(1) A temporary advance may be granted to a subscriber from the amount standing to his credit in the Fund at the discretion of the appropriate authority specified in the second schedule subject to the following conditions:

(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 including disability of the applicant or any member of the family or any person actually dependent on him;

(ii) to pay for the overseas passage for reasons of health or education of the applicant or any member of his family or any

person actually dependent on him:

(iii) to meet the cost of higher education of the applicant or any member of his family or any person actually dependent upon him:-

(a) Outside India in an academic, technical professional or vocational professional, or

(b) In India beyond the High School state in a college or in medical, engineering or other technical or specialised course of study specified in the third schedule provided that the course of such study is not less than three years;

(iv) to pay obligatory expense on a scale appropriate to the subscriber's status which by customary usage the subscriber has to incur in connection with marriages, funerals or other ceremonies.

Note.-Advance under sub-clause (iv) are also permissible for meeting expenditure in connection with marriage and other ceremonies of the subscriber himself/herself;

(v) to meet the cost of legal proceedings instituted by the subscriber for indicating 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 duty, the advance in this case being available in addition to any advance admissible for the same purpose from any other source:

Provided that the advance under this sub-regulation 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 Board in respect of any condition of service or penalty imposed on him:

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

(vii) to meet the cost of Haj Yatra.

(b) The sanctioning authority shall record in writing its reasons for granting the advance.

(c) An advance shall not except for special reasons,

(i) exceed three months pay or half the amount at the credit of the

subscriber in the Fund, whichever is less, or

(ii) unless the amount already advanced does not exceed two third of the amount admissible under sub-regulation (c) (1), be granted until atleast three months after the final payment of all previous advances together with interest thereon:

Provided that if the reason is of a confidential nature. it may be communicated to the Accounts Officer, personally and confidentially:

Provided further that advance under item (ii) or (iii) pertaining to education of clause (a) may be granted once in every academic term or a semester.

(d) Notwithstanding anything contained in sub-regulation (c), the advance to be sanctioned for the objects mentioned in sub-regulation (v) or (vi) of clause (a) shall not exceed three months pay or Rs. 500 whichever is greater and shall in no case exceed half the amount at the credit of the subscriber.

(2) In fixing the amount of an advance, the sanctioning authority shall pay due regard to the amount at the credit of the subscriber in the fund.

(3) When an advance is sanctioned under clause (c) of sub-regulation (1) before repayment of last installment of any previous advance is completed, the balance of any previous advance not recovered shall be added to the advance so sanctioned and the installment for recovery shall be refixed with reference to the consolidated outstanding advance amount.

15. Temporary advance for purchase of consumable articles. :-

(a) Notwithstanding anything contained in these regulations a temporary advance may be granted to a subscriber from the amount standing to his credit in the fund, for purchase of consumable articles like edible oil, sugar etc. provided that such advance shall not (i) in relation to Board employees other than Class-IV, exceed one month's basic pay or rupees 450/- whichever is less and (ii) in relation to Class-IV Board employees, exceed rupees 480/- (iii) this advance shall also be limited to 50 percent of the balance in the subscriber's fund accounts at the time when application for such advance is made.

(b) This advance from the fund shall be interest free and repayable in ten monthly installments except that in relation to Class-IV Board employees, the advance shall be repayable in twelve monthly Installments.

16. Recovery of advance. :-

(1) Except as otherwise provided an advance shall be recovered from the subscriber in such number of equal monthly installments 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 months pay of the subscriber under clause (c) of sub-regulation (1) of regulation 14, the sanctioning authority may fix such number of installments to be more than twenty four but in no case more than thirty six. A subscriber may at his option repay more than one installment in a month. Each installment shall be a number of whole rupees, the amount of the advance being raised or reduced, if necessary, to admit of the fixation of such installment.

(2) Recovery shall be made in the manner prescribed in regulation 10 for the realisation of subscriptions and shall commence with the issue of pay for the month following the month in which the advance was drawn. Recovery shall not be made, except with the subscriber's consent, while he is on leave which either does not carry any leave salary or carries leave salary equal to or less than half pay or half average pay as the case may be or in receipt of subsistence grant and may be postponed, on the subscriber's written request by the sanctioning authority during the recovery of an advance of pay granted to the subscriber.

(3) No interest will be recovered on the temporary advances granted under regulation-14.

(4) If an advance has been granted to a subscriber and drawn by him and the advance is subsequently disallowed before repayment is completed, the whole or balance of the amount withdrawn, shall forthwith be repaid by the subscriber to the fund, or in default be ordered by the Account Officer to be recovered by deduction from the emoluments of the subscriber in a lump sum or in monthly installments not exceeding twelve as may be directed by the authority competent to sanction an advance for the grant of which special reasons are required under the clause (c) of sub- regulation

(1) of regulation-14.

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

17. Final withdrawal from fund. :-

(1) Subject to the conditions specified herein in this regulation, final withdrawals may be sanctioned by the authorities competent to sanction in advance for special reasons under the clause (c) of sub-regulation (1) of regulation 14.

(2) After the completion of fifteen years of service (including broken periods of service, if any) of subscriber or within ten years before the date of his 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) meeting the cost of higher education including where necessary, the travelling expenses of any child of the subscriber actually 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 specialised course of study specified in the third schedule in India beyond the High School stage, provided that the course of study is for not less than three years;

(b) meeting the expenditure in connection with the betrothal/marriage of the subscriber's sons or daughters and any other female relation actually dependent on him;

(c) meeting the expenses in connection with the illness including where necessary, the travelling expenses, of the subscriber or any member of his family or any person actually dependent on him;

(d) building or acquiring a suitable house for his residence including the cost of the site or repaying any outstanding amount on account of the 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 reconstructing, 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 utilizing the sum withdrawn under clause (e):

(g) for acquiring a residential building or flat on hire purchase basis or otherwise through the Gujarat Housing Board or Co- operative Housing Society:

Provided that the amount withdrawn for the purpose specified in clause (g) shall not subject to sub-regulation (8), in any case exceed the actual amount of initial installments payable to the Gujarat Housing Board or Co-operative Housing Society and the valid receipt in respect of such payment made of full amount withdrawn shall be produced within a month of the drawal of the amount.

(3) A withdrawal sanctioned to subscriber under clause (a) of sub-regulation (2) of this regulation may be drawn in installments not exceeding four in a period of twelve calendar months counted from the date of sanction.

(4) In cases where a subscriber has to pay in installments for a site or a house purchased, or a house constructed through a house building cooperative society or Similar Agency, he shall be permitted to withdraw as and when he is called upon to make payment of any installment. The withdrawal of a sum under this sub-regulation shall be treated as sum withdrawn at any one time for the purpose of sub-regulation (8).

(5) A subscriber who has availed himself of an advance under a scheme of the Central Government or a State Government for the grant of advances for house building purpose, or has been allowed, any assistance in this regard from any other Government source, shall be eligible for the grant of final withdrawal under sub-regulation (2)(d) (e) and (f) for the purpose specified therein subject to the limit specified in the proviso to sub- regulation 5(1) of 17 and also for the purpose of repayment of any loan taken under the aforesaid scheme.

Note.-(I) Withdrawal for house building purpose under clauses (d) (e) and (f) of sub-regulation (2) of regulation 17 shall be subject to the condition that neither a subscriber nor subscriber's spouse nor

minor child own a house, provided that Board may relax the condition:

(1) if the subscriber or subscriber's spouse or minor child owns a house in a village and the subscriber desires to settle down in a town, or

(ii) where a subscriber happens to own a house jointly with other relations but desires to build a separate house for his bonafide personal residence, or

(iii) in any other exceptional circumstances.

Note.-(2) No final withdrawal for the purpose of reconstruction or additions and alterations of house referred to in clauses (i) and (ii) of Note (1) shall be admissible to the subscriber who was allowed withdrawal under Note (1).

Note.-(3) The competent authority shall fix the number and amount of installment at the written request of a subscriber who has been sanctioned the final withdrawal under clause (d) of sub-regulation

(2) of regulation 17.

(6) Notwithstanding anything contained in sub-regulation (2) final withdrawal may be permitted from the amount standing to the credit of a subscriber in the Fund for the acquiring a farm land or business premises within six months before the date of his retirement.

(7) Whenever a subscriber is in a position to satisfy the competent authority about the amount standing to his credit in the General Provident Fund account with reference to the latest available statement of General 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 the subscriber is not in a position to satisfy the sanctioning authority about the amount standing to his credit or where there is any doubt about the admissibility of the withdrawal applied for, a reference may be made to Account Officer by the sanctioning authority for ascertaining the amount standing to the credit of the

subscriber with a view to enable the sanctioning authority to determine the admissibility of the amount of withdrawal. The sanction for the withdrawal should prominently indicate the General Provident Fund Account number and a copy of the sanction for withdrawal should invariably be endorsed to the Account Officer. The sanctioning authority shall be responsible to ensure that an acknowledgment is obtained from the Account 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 to 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 prescribed rate) by the subscriber to the fund and in default of such payment, 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 installments as may be determined by the Chairman.

(8) Any sum withdrawn by a subscriber at any one time for one or more of the purposes specified in this regulation from the amount standing to his credit in the Fund shall not ordinarily exceed one half of such amount or six month's 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 at the 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 amount to his credit in the fund:

Provided that in case of subscriber who has availed himself of an advance under the scheme of the Central or a State Government for the grant of advances for house building purposes, or has been allowed any assistance in this regard from any other Government source, the sum withdrawn under this sub-regulation for any purpose other than the one for repayment of any loan taken under the scheme referred to in sub-regulation (5) together with the amount of advance taken under the aforesaid scheme or the assistance taken from any other Government source, shall not exceed Rs. 1,25,000 or 75 month's pay whichever is less.

(9) A subscriber who has been permitted to withdraw money from the fund under regulation 17 shall satisfy the sanctioning authority within a reasonable period as may be specified by that authority

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 so withdrawn, or so much thereof as has not been applied for the purpose for which it was withdrawn shall forthwith be repaid by the subscriber to the fund in one lump sum (together with interest thereon at the prescribed rate) 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 number of monthly installments as may be determined by the Chairman.

(10) A subscriber who has been permitted under clause (d)(e) and (f) of sub-regulation (2) to withdraw money from the amount standing to his credit in the fund shall not part with the possession of the house so built or acquired or of house site so purchased or as the case may be the residential building or flat so acquired with the money so withdrawn whether by way of sale, mortgage (other than mortgage to the Board) or gift. exchange or otherwise without the previous permission of the Board nor shall part with possession of such house or house site or as the case may be of such residential building or flat by way of exchange or lease for a term exceeding three years, without the previous permission of the sanctioning authority.

(11) The subscriber shall submit a declaration not later than the 31st day of December of every year to the effect that the house or as the case may be, the house site continuous to be in his possession and shall, if so required produce before the sanctioning authority on or before the date specified by the authority in that behalf the original documents in support of his title to the property.

(12) If at any time before his retirement, the subscriber applies, parts with the possession of the house or house site without obtaining the previous permission of the Board or sanctioning authority, as the case may be, the sum withdrawn by him together with interest thereon at prescribed rate, shall forthwith be repaid in one lump sum by the subscriber to the Fund and in default of such repayment, the sanctioning authority shall after, giving the subscriber a reasonable opportunity of making a representation in the matter cause that the said sum to be recovered from his emoluments either in lump sum or in such number of monthly installments as may be determined by the Chief Executive Officer and Vice-Chairman,

Note (1).-Part final withdrawal shall be allowed once for the same purpose under this regulation. But marriage or education of different children or Illness on different occasions shall not be treated as the same purpose.

Note (2).-Withdrawal under this regulation shall not be sanctioned if an advance under regulation 14 is being sanctioned for the same purpose and at the same time.

(13) A subscriber who has already drawn or may hereafter draw advance under regulation 14 for any of the purpose specified in clause (a)(b) and (c) of sub-regulation (2) of this regulation, may convert at his discretion by written request addressed to the Account Officer through the sanctioning authority the balance outstanding against it into a final withdrawal on his satisfying the conditions laid down in this regulation.

Note (1).-The sanctioning authority shall sanction for conversion of temporary advance into final withdrawal In the prescribed form and endorse a copy to the Account Officer.

Note (2).-For the purpose of sub-regulation (8) the amount outstanding as a balance at the time of withdrawal and the additional amount credited thereafter as a subscription with necessary interest if any shall be treated as balance.

(14) Final withdrawal may be sanctioned by the authorities competent to sanction an advance for special reasons under clause (c) of sub-regulation (1) of regulation 14 at any time, to subscriber who has completed 25 years of service or who had less than 5 years to attain the age of superannuation, from the amount standing at his credit for purchasing a motor car or for repaying a Board loan already taken by the subscriber for the purpose subject to the following conditions namely:

(i) the pay of officer is not less than one thousand rupees;

(ii) the amount of withdrawal is limited to sixteen thousand rupee or one third of the amount standing to the credit of the subscriber in the General Provident Fund or the actual price of the car, whichever is the least:

Provided that In a special case the sanctioning authority may sanction the withdrawal of an amount in excess of this limit upto one half of the balance at subscriber's credit in the Fund account;

(iii) such withdrawal shall be allowed only on one occasion. In the case of a withdrawal for purchase of another car the motor car advance under relevant provisions of Financial Regulations if any shall not be admissible.

(15)(a) A subscriber who has completed twenty five years of service or who has less five years to attain the age of superannuation, may be permitted to make final withdrawals from the amount standing to this credit in the Provident Fund for the purpose of extensive repairs or overhauling of, his motor car subject to the following conditions namely:

(1) the pay of Officer is not less than Rs. 1,400/-; (ii) the amount of withdrawal is limited to Rs. 5,000/- or one third of the amount standing to credit of the subscriber in the General Provident Fund or the actual amount of repairing or overhauling, whichever, is less; (iii) 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; (iv) such withdrawal shall be allowed only once through out the service of the subscriber.

(b) The authority competent to sanction an advance for special reasons under regulation 14 may sanction a final withdrawal subject to the conditions mentioned above. The procedural details will be as in the case of other withdrawals.

18. Payment towards insurance policies and Family policies and Family Pension funds. :-

(1) Subject to the conditions hereinafter contained in sub-regulations (2) to (27). (a) Payments towards a policy of life insurance, at the option of a subscriber be, substituted in whole or part for subscriptions due to the Fund.

(b) The amount of subscription with Interest thereon standing to the credit of a subscriber in the Fund may be withdraw to meet (i) a payment towards a policy of life insurance; (ii) the purchase of a single-payment insurance policy:

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

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

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

Provided that where immediately before the 18th January, 1954 substitution for subscription due to the Fund or withdrawal of subscription from the Fund is permitted in respect of more than four policies, such substitution or withdrawal shall continue to be permitted in respect of those policies.

(3) The premium for a policy including any policy referred to in the proviso to sub-regulation (2) in respect of which withdrawal of subscriptions from the Fund may be permitted under this regulation shall not be payable otherwise than annually.

Explanation.-In computing the maximum of policies specified in sub-regulation (2), policies which have matured shall be included.

(4) If total amount of any subscriptions or payments substituted under clause (a) of sub-regulation (1) is less than the amount of the minimum subscriptions payable to the Fund under regulation 8(2), the difference shall be rounded to the nearest rupee in the manner provided in clause (iv) of sub-regulation (2) of regulation 11 and paid by the subscriber as a subscription to the Fund.

(5) If the subscriber withdraws any amount standing to his credit in the Fund for any of the purposes specified in clause (b) of subregulation

(1) he shall, subject to his option under clause (a) of that regulation, continue to pay the Fund the subscription payable under regulation 8.

(6) A subscriber who desires to substitute a subscription or payment under clause (a) of sub-regulation (1) may reduce his subscription to the Fund accordingly :-

Provided that the subscriber shall (a) intimate to the Account Officer, on his pay bill or by letter the fact of, and reason for, the reduction;

(b) send to the Account Officer, within such period as the Account Officer may, require, receipts or certified copies of receipts in order

to satisfy the Account Officer that the amount by which the subscription has been reduced was duly applied for the purposes specified in clause (a) of sub-regulation (1).

(7) A subscriber who desires to withdraw any amount under clause (b) of sub-regulation (1) shall

(a) intimate the reason for the withdrawal to the Account Officer by letter: (b) make arrangements with the Account Officer for the withdrawal;

(c) send to the Account Officer, within such period as the Account Officer may require, receipts or certified copies of receipts in order to satisfy the Account Officer that the amount withdrawn was duly applied for the purposes specified in clauses (b) of Sub-regulation (1).

(8) The Account Officer shall order the recovery of any amount by which subscriptions have been reduced, or of any amount withdrawn, in respect of which he has not been satisfied in the manner required by clause (b) of sub-regulation (6) and clause (c) of sub-regulation (7) from the emoluments of the subscriber and place it to the credit of the subscriber in the Fund.

(9) Board shall not make any payments on behalf of subscriber to Insurance Companies nor take steps to keep a policy alive.

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

Explanation.-1. A policy on the joint lives of the subscriber and the subscriber's wife or husband shall be deemed to be a policy on the life of the subscriber for the purpose of this subregulation. 2. A policy which has been assigned to the subscriber's wife shall not be accepted unless either the policy is first reassigned to the subscriber or the subscriber and his wife both join in an appropriate assignment.

(11) The policy may not be effected for the benefit of any beneficiary either the wife or husband of the subscriber or the wife or husband and children of the subscriber or any of them: provided

that subscriber who took out policies under Note 1 of rule 21(ii) or under clause (b) or (c) of rule 21 A of the Rules previously in force, shall remain subject to the provisions of those rules in so far as policies so taken out are concerned.

(12) The policy, within six months after the first withholding of a subscription or withdrawal from the Fund in respect of the policy, or in the case of an insurance company whose headquarters are outside India within such further period as the Account Officer, if he is satisfied by the production of the completion certificate (interim receipt), may fix shall

(a) unless it is a policy effected by a male subscriber which is expressed on the face of it to be for the benefit of the wife of the subscriber, or of his wife and children, or any of them, be assigned to the Board, as security for the payment of any sum which may become payable to the Fund under subregulation

(23) and delivered to the Account Officer, the assignment being made by endorsement on the policy in Form (1) or Form (2) or Form (3) of the Forms in the Fourth Schedule according as the policy is on the life of the subscriber or on joint lives of the subscriber and the subscriber's wife or husband or the policy has previously been assigned to the subscriber's wife;

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

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

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

(15), If the policy is not assigned and delivered, or delivered within the said period of six months or such further period as the Account Officer, may, under sub-regulation (12), have fixed any amount withheld or withdrawn from the Fund in respect of the policy shall, forthwith be paid or repaid as the case may be, by the subscriber

to the Fund, or in default be ordered by the Account Officer to be recovered by deduction from the emoluments of the subscriber, by installment or otherwise, as may be directed by the authority competent to sanction an advance for the grant of which, special reasons are required under clause (c) of sub-regulation (1) of regulation 14.

(16) Notice of assignment of the policy shall be given by the subscriber to the Insurance Company, and the acknowledgment of the notice by the Insurance Company shall be sent to the Account Officer within three months of the date of assignment.

Note 1.-Subscribers are advised to send notice of the assignment to the Insurance Company in duplicate, accompanied in cases in which the notice has to be sent to company in Great Britain or Ireland, by a remittance of five shillings, which is the fee for the acknowledgment authorised by the Policies of Assurance Act, 1867.

Note 2.-Subscribers who proceed to Great Britain or Ireland on quitting the service are advised that under the English Stamp Law assignments or reassignments are required to be stamped within 30 days of their first arrival in those countries, otherwise penalty will be incurred under the Stamp Act, and difficulties may arise when the policy matures for payment.

(17) The subscriber shall not during the currency of the policy draw any bonus the drawal of which during such currency is optional under the terms of the Policy, and the amount of any bonus which under the terms of the policy the subscriber has no option to refrain from drawing during its currency shall be paid forthwith into the fund by the subscriber or in default recovered by deduction from his emoluments by installments or otherwise as may be directed by the authority competent to sanction an advance for the grant of which special reasons are required under clause (c) of sub-regulation (1) of regulation 14.

(18) Save as provided by sub-regulation (24) when the subscriber-

(a) quits the service; or

(b) has proceeded on leave preparatory to retirement and applies to the Account Officer for reassignment or return of the policy; or

(c) while on leave has been permitted to retire or declared by a competent medical authority to be unfit for further service and applies to Account Officer for reassignment or return of the policy;

or

(d) Pays or repays to the Fund the whole of any amount withheld or withdrawn from the Fund for any of the purposes mentioned in clause (a) and (b) of sub-regulation (1) the Account Officer shall

(1) if the policy has been assigned to the Board under subregulation

(12) or under the corresponding rule heretofore in force, reassign the policy in the first Form (4) set forth in the fourth Schedule to the subscriber, or to the subscriber and the joint assured, as the case may be and make it over to the subscriber with a signed notice of the reassignment addressed to the Insurance Company:

(ii) if the policy has been delivered to him under clause (b) of sub-regulation (12) make over the policy to the subscriber:

Provided that, if the subscriber, after proceeding on leave preparatory to retirement, or after being, while on leave, permitted to retire or declared by a competent medical authority to be unfit for further service, returns to duty, and policy so reassigned or made over shall, if it has not matured or been assigned or charged or encumbered in any way, be again assigned to the Board, and delivered to the Account Officer, or again be delivered to the Account Officer, as the case may be, in the manner provided in sub-regulation (12) and thereupon the provisions of these regulation shall, so far as may be, again apply in respect of the policy:

Provided further, that if the policy has matured or been assigned or charged or encumbered in anyway, the provisions of regulation (15) applicable to a failure to assign and deliver a policy shall apply.

(19) Save as provided by sub-regulation (24) when the subscriber dies before quitting the service, the Account Officer shall (i) if the policy has been assigned to the Board under subregulation (12) or under the corresponding rule heretofore in force reassign the policy in the Form (4) set forth in the Fourth Schedule to such person as may be legally entitled to receive, it and shall make over the policy to such person together with a signed notice of the reassignment addressed to the Insurance Company:

(ii) if the policy has been delivered to him under clause (b) of sub-

regulation (12) make over the policy to the beneficiary, if any or if there is no beneficiary, to such persons as may be legally entitled to receive it.

(20) If a policy assigned to the Gujarat Maritime Board under sub-regulation (12) or under the corresponding rule heretofore in force matures before the subscriber quits the service, or if a policy on the joint lives of a subscriber and the subscriber's wife or husband, assigned under the said regulation or under the corresponding rule heretofore in force, falls due for payment by reason of the death of the subscriber's wife or husband, the Account Officer shall, save as provided by sub-regulation (24) proceed as follows:

(1) if the amount assured together with the amount of any accrued bonuses is greater than the whole of the amount with held or withdrawn from the Fund in respect of the policy, the Account Officer shall reassign the policy in the Form (4) set forth in the Fourth Schedule to the subscriber or to the subscriber and the joint assured as the case may be, and make it over to the subscriber who shall immediately on receipt of the policy moneys from the Insurance Company pay or repay to the Fund the whole of any amount withheld or withdrawn with interest and in default, the provisions, of sub-regulation (25) shall apply as they apply in relation to cases where money withheld or withdrawn from the Fund under clause (a) or clause (b) of sub-regulation

(1) has been utilised for a purpose other than that for which sanction was given to the withholding or withdrawal.

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

(21) Save as provided by sub-regulation (24), if a policy delivered to the Account Officer under clause (b) of sub-regulation (12) matures before the subscriber quits the service the Account Officer shall make over the policy to the subscriber:

Provided that if the interest in the policy of the wife of the subscriber, or of his wife and children, or any of them, as expressed on the face of the policy, expires, when the policy matures, the subscriber, if the policy moneys are paid to him by the Insurance Company shall immediately on receipt thereof pay or repay to the

Fund either,

(i) the whole of any amount withheld or withdrawn from the Fund in respect of the policy, or

(ii) an amount equal to the amount assured together with any accrued bonuses, whichever is less, and. in default, the provisions of sub-regulation (25) shall apply as they apply in relation to cases where money withheld or withdrawn from the Fund under clause (a) or clause (b) of sub-regulation

(1) has been utilised for a purpose other than that for which sanction was given to the withholding or withdrawal.

(22) If the interest of the subscriber in the family pension fund ceases, in whole or part, from any cause whatsoever, the provident fund account of the subscriber shall forthwith be reimbursed by the amount of the refund secured by the subscriber from the family pension fund, which amount shall, in default of reimbursement, be deducted from the subscriber's emoluments by installments or otherwise as may be directed by the authority competent to sanction an advance for the grant of which, special reasons are required under clause (c.) of sub-regulation (1) of regulation 14.

(23) If the policy lases, or is assigned, otherwise than to the Board under sub-regulation (12) charged or encumbered, the provisions of sub-regulation (15) applicable to a failure to assign and deliver a policy shall apply.

(24) If the Account Officer receives notice of (a) an assignment (otherwise than an assignment to the Gujarat Maritime Board under sub-regulation (12)), or (b) a charge or encumbrance on, or (c) an order of a Court restraining dealings with the policy or any amount realised thereon the Account Officer shall not- (i) reassign or make over the policy as provided in subregulation (18), or (ii) realise the amount assured by the policy or reassign or make over the policy, as provided in sub-regulation (20) but shall forthwith refer the matter to the Board.

(25) Notwithstanding anything contained in these regulations if the sanctioning authority is satisfied that money drawn as an advance from the Fund under clause (1) of regulation 14 of withheld or withdrawn from the Fund under clause (a) or clause (b) of sub-regulation

(1) has been utilised for a purpose other than for which sanction was given to the drawal withholding or withdrawal of the money the amount in question, shall forthwith be repaid or paid, as the case may be, by the subscriber to the Fund, or in default, be ordered to be recovered by deduction in one sum from the emoluments of the subscriber, even, if he be on leave. If the total amounts to be repaid or paid as the case may be, be more than half the subscriber's emoluments, recoveries shall be made in monthly installments of moieties of his emoluments till the entire amount recoverable be repaid as the case may be, by him.

Note.-The term "emoluments" as used in this regulation does not include subsistence grant.

(26) Restriction of the provisions relating to financing of policies to existing subscribers in respect of existing policies:- The provisions of sub-regulation (1) to (27) shall apply only to subscribers who, before the date of publication of this regulation have made at least one withdrawal from the Fund and have been substituting in whole or in part, payment towards policies of life insurance for subscriptions to the Fund or making withdrawals from the Fund for such payments: Provided that such subscribers shall not be permitted to substitute such payments for subscriptions due to the Fund or to withdraw from the Fund for making such payments in respect of any new policy. But in case wherein first withdrawal has been made in respect of a new policy after the date of said Notification and before actual receipt of the revised regulations by the various offices, the concession may be allowed as a special case, in relaxation of the regulations.

(27) The policies financed from the Provident Fund Accounts of the subscribers who dies and in whose case no legal heir or claimant, has come forward to claim the amount till the expiry of two years from the date of death of the subscriber the Account Officer shall issue a public notice through the leading daily news papers having circulation in the region where the subscriber last served or the place where his death had occurred requiring the legal heirs or claimants, if any, to submit their claims within a period of three months from the date of the said notice. If no claim is received within the said period, the Account Officer shall realise the proceeds of the policy and credit the same to the provident Fund Account of the deceased subscriber. The subsequent disposal of the amount so credited shall be regulated in accordance with the regulations.

19. Final withdrawal of accumulations in the fund in case of dismissal etc. :-

When subscriber quits the service, the amount standing to his credit, in the fund shall become payable to him. Provided that a subscriber, who has been dismissed from the service and is subsequently reinstated in the Service shall if required to do so by Board, repay any amount paid to him from the Fund in pursuance of this regulation with interest thereon at the rate provided in regulation 11 in the manner provided in the proviso to regulation 20. The amount so repaid shall be credited to his account in the Fund:

Provided further that a subscriber holding a temporary post may either withdraw the amount on the termination of his appointment or leave it in the fund to be withdrawn at the time finally quit the service.

Explanation. (1) A subscriber who is granted refused leave shall be deemed to have quit the service on the date of the compulsory retirement or on the expiry of an extension of service, as the case may be.

Explanation.-(2) A subscriber, other than one who is appointed on contract or one who has retired from service 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 any other Board or authority 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 together with interest thereon shall be transferred to his account in the other fund in accordance with regulations of that fund. The same shall hold good in case of retrenchment followed by immediate employment whether under the Board or under any other Board or authority.

20. Retirement of subscriber. :-

(a) When subscriber has proceeded on leave preparatory to retirement combined with vacation or (b) while on leave has been permitted to retire or, declared by a competent medical authority to be unfit for further service, the amount standing to his credit in the fund shall, upon application made by him in that behalf to the Account Officer, become payable to the subscriber:

Provided that the subscriber if he returns to duty, shall except

where board directs otherwise, repay to the Fund for credit to his accounts the amount paid to him from the fund in pursuance of this regulation with Interest thereon at the rate provided in regulation-11 in cash or securities or partly in cash and partly in securities, by installments or otherwise, by recovery from his emoluments or otherwise as may be directed by the authority competent to sanction an advance for the grant of which special reasons are required under clause (c) of sub-regulation (1) of regulation-14.

21. Procedure on death of a subscriber. :-

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

(1) When the subscriber leaves a family (a) if a nomination made by the subscriber in accordance with the provisions of regulation-6 or the corresponding rule or regulation heretofore in force earlier 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 his 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 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 notwithstanding any nomination purporting to be in favour of any person or persons other than a member or members of his family, become payable to the members of his family in equal shares:

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(i), (2), (3) and (4);

Provided further that the widow or widows and the 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 subscriber and had been exempted from the provisions of clause (i) of the first proviso.

(11) When the subscriber leaves no family, if a nomination made by him in accordance with the provisions of regulation 6 or the corresponding rule or regulation heretofore in force earlier in favour of any person or persons subsists, the amount standing to his credit in the Fund or the part thereof to which the nomination relates, shall become payable to his nominee in the proportion specified in the nomination.

22. Deposit :-

Linked Insurance scheme. On the death of a subscriber the person entitled to receive the amount standing to the credit of the subscriber shall be paid by the Account Officer an additional amount equal to the average balance in the account during the three years immediately preceding the death of such subscriber subject to the condition as that:

(a) the balance at the credit of such subscriber shall not at any time during the three years preceding the month of death have fallen below the limit of:-

(i) Rs. 5000 in the case of a subscriber who has held a Class-1 post at the time of death;

(ii) Rs. 3000 in the case of the subscriber who has held a Class-II post at the time of death;

(iii) Rs. 1500 in the case of a subscriber who has held a Class-III post at the time of death:

(iv) Rs. 1000 in the case of a subscriber who has held a Class-IV post at the time of death.

(b) The additional amount payable under this regulation shall not exceed Rs. 10,000/-.

(c) The subscriber has put in at least five years service at the time of his death.

Note.-(1) The average balance shall be worked out on the basis of the balance at the credit of the subscriber at the end of each of the 36 months preceding the month in which the death occurs. For this purpose, as also for checking the minimum balance subscribed:

(a) the balance at the end of March shall include the annual interest credited in terms of Regulation-11, and

(b) if the last month of the aforesaid 36 months is not March, the

balance at the end of the said last month shall include interest in respect of the period from the beginning of the financial year in which death occurs to the end of the said last month.

Note.-(2) Payment under this scheme shall be in whole rupee. If an amount due includes a fraction of rupee, it shall be rounded to the nearest rupee (50 paise and above counting as the next higher rupees).

Note.-(3) Any sum payable under this scheme, is in the nature of insurance money. The statutory protection given by section-3 of the Provident Fund Act, 1925 (Act 9 of 1925) does not apply to sums payable under this scheme.

Note.-(4) The restriction of maximum limit of Rs. 10.000/- for payment under this scheme shall be applied at the final stage after arriving at the average in actual balances.

23. Final payment of fund. :-

(1) When the amount standing to the credit of a subscriber in the Fund becomes payable, it shall be the duty of the Account Officer to make payment, as provided in Section 4 of the Provident Fund Act, 1925.

(2) If the person to whom, under these regulations any amount or policy is to be paid, assigned re-assigned or delivered, is a lunatic or for whose estate a manager has been appointed in this behalf under the Indian Lunacy Act, 1912, the payment or assignment or re-assignment of delivery shall be made to such manager and not to be lunatic.(3) Any person who desires to claim payment under this regulation shall send a written application in that behalf to the Account Officer through the Head of Office or Head of Department atleast one year in advance of the date of superannuation. Payment of amounts withdrawn shall be made in India only. The persons to whom the amounts are payable shall make their own arrangements to receive payment in India.

Explanation.-When the amount standing to the credit of a subscriber has become payable under regulation 19, 20 and 21 the Account Officer shall authorise prompt payment of that portion of the amount standing to the credit of the subscriber in regard to which there is no dispute or doubt, the balance being adjusted as soon after as may be.

24. Discontinuation of subscription to fund. :-

The subscriber who intends to discontinue the subscription to the general provident fund during the last six months of service under Board shall intimate to the drawing Officer eight months prior to the date of superannuation, his intention to discontinue the subscription in writing, where upon no deduction shall be made from his emoluments towards subscription to the General Provident Fund.

25. Relaxation of the provisions and regulations in individual cases. :-

When the Board is satisfied that the operation of any of these regulations causes, or is likely to cause, undue hardships to a subscriber, the Board may notwithstanding anything contained in these regulations, deal with the case of subscriber in such manner as may appear to it to be just and equitable.

26. Transfer of balance from other fund in certain cases to fund under these regulations. :-

If the Board employee admitted to the benefit of the Fund was previously a subscriber to any Provident Fund of a body corporate owned or controlled by the State Government or any other Government, or by an autonomous organisation registered under the Societies Registration Act, 1860, the amount of his subscriptions and the employer's contribution if any, together with interest thereon shall be transferred to his credit in the Fund with the consent of such body.

Note.-(1) The provisions of this regulation do not apply to a subscriber who is appointed on contract or who has retired from service and is subsequently re-employed with or without break in service in another post carrying contributory Provident Fund benefit.

Note.-(2) The provisions of this regulation shall however, apply to persons who are appointed without break, whether temporary or permanently to a post carrying the benefits of these regulations after resignation or retrenchment from service under the Central Government or if another State Government or in another Department of the State Government.

27. Number of account to be quoted at the time of payment of subscription. :-

When paying a subscription in India either by deduction from

emoluments or in cash, a subscriber shall quote the number of his account in the fund which shall be communicated to him by the Account Officer.

28. Annual Statement of accounts to be supplied to subscriber. :-

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

(a) Desires to make any alteration in any nomination made under regulation 6 or under the corresponding rule in force earlier.

(b) Has acquired a family in case where the subscriber has made no nomination in favour of a member of his family under regulation 6.

(2) Subscribers shall satisfy themselves as to the correctness of the annual statement, and they shall bring to the notice of the Account Officer within three months from the date of receipt of the statement by them, any inaccuracy or errors in such statement.

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

29. Interpretation. :-

If any question arises relating to the interpretation of these regulations, it shall be referred to the Government of Gujarat which shall decide the same.

SCHEDULE 1

Please read carefully the instruction printed on the reverse before filling in the Form.

APPEND IX-A FIRST SCHEDULE

Please read carefully the instruction printed on the reverse before filling in the Form.

(observe of the form for use by subscribers having family). PROVIDENT FUND
NOMINATION

Provident Fund Account No.....

I, @.....hereby nominate the person/persons mentioned below, who is/are member/members of my family as defined in regulation 2 of the Gujarat Maritime Board (General Provident Fund) Regulation, 1985 to receive the amount that may stand to my credit in the Fund, as indicated below, in the event of my death before that amount has become payable or having become payable has not been paid.

Name and full address of the Nominee/ Nominees.	Relationship with the subscriber	Age of the Nominee	Share payable (to each nominee See Instruction (c) below)
1	2	3	4
Contingencies on the happening of which the nomination shall become invalid (See instruction (d) below)			Name, address and relationship of the person/persons; if any to whom the right of the nominee shall pass in the event of his/her predeceasing the subscriber. (See Instruction (c) below).
5	6		

Dated this-----day of-----19-----at-----Two witnesses to signature.

Name

(1).....

(2).....

Address

(1).....

(2).....

Signature

(1).....

(2).....

1. Signature of the subscriber

2. (.....)

Name in Block letters_____

Space for use by Account Officer. (Reverse of the Form)

Nomination by

Signature of

Shri/Smt./Kumari..... Account Officer.....

Designation----- Date-----

Date of receipt of Noted in General Index Register

nomination-----

Noted in ledger

Deputy	Superintendent	Account	Dy.	Superintendent	Account
Accountant		Officer	Accountant		Officer

Instruction for subscriber: -

(a) @ Your full name may be filled in.

(b) Definition of the term 'family' as given in the General Provident Fund Regulation is reproduced below: -

Family means.-(i) In the case of 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 regulations relate, unless the subscriber subsequently intimate by express notification in writing to the Account Officer that she shall continue to be so regarded.

(ii) In the case of a female subscriber, the husband and children of a subscriber, and the widow or widows and children of the deceased son of a subscriber:

Provided that if a subscriber by notification in writing to the Account 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 matters to which these regulations

relate, unless the subscriber subsequently cancels formally in writing her notification excluding him.

Explanation.-"Child" means a legitimate child and includes an adopted child when adoption is recognised by the personal law governing a subscriber.

(c) Column 4.-If only one person is nominated, the words in full should be written against the nominee;

If more than one person are nominated, the share payable to each nominee to cover the whole amount of the Provident Fund should be specified.

(d) Column 5.-Death of nominee(s) should not be mentioned as a contingency in this column.

(e) Column 6.-Do not mention your name.

(f) Draw line across the blank space below last entry to prevent insertion of any names after you have signed.

SCHEDULE 2

Authorities competent to grant Temporary Advances

SECOND SCHEDULE

Authorities competent to grant Temporary Advances

1. An advance for the grant of which Special reasons are not required under clause (c) of sub-regulation (1) of regulation 14 may be sanctioned by the local of head the office in charge of the office and in the case of such head of the office, by the next higher administrative authority.

2. An advance for the grant of which special reasons are required under clause (c) of sub-regulation 14 may be sanctioned by the following authorities:

Sanctioning Authority	Category of subscribers
Chairman	Chief Executive Officer and
	Vice-Chairman
Chief Executive Officer and	Officer's of Class-I Category
Vice-Chairman	
Category of Class-I Heads	All subscribers upto Class-
of Offices	II Category.
Class-II category of Heads	All subscribers of non-
of Offices.	gazetted category.

SCHEDULE 3

Specialised course of study.

THIRD SCHEDULE

Specialised course of study.

(a) Diploma courses in the various fields of Engineering and Technology

e.g. Civil Engineering, Mechanical Engineering, Electrical Engineering,

Tele Communication or Radio Engineering, Metallurgy, Automobile Engineering, Textile-Technology, Leather Technology, Chemical Technology, Printing Technology etc., conducted by the recognised Technical Institutions.

(b) Degree course in the various fields of Engineering and Technology

e.g. Civil Engineering, Mechanical Engineering, Electrical Engineering,

Tele-Electrical Communication Engineering and Electronics, Mining Engineering, Metallurgy, Aeronautical Engineering,

Chemical Engineering Textile technology, Leather Technology, Pharmacy, ceramics etc. conducted by the Universities and the recognised

Technical Institutions.

(c) Post-Graduate course of the various fields of Engineering and Technology conducted by the Universities and the recognised Institutions.

(d) Degree and Diploma courses in Architecture, Town Planning and Allied fields conducted by the recognised Institutions.

(e) Diploma and certificate courses in commerce conducted by the recognised institutions.

(f) Courses relating to the examination and membership of the Institute of Chartered Accountants.

(g) Diploma courses of Management conducted by the recognised Institutions.

(h) Degree courses in Agriculture, Veterinary science and allied subjects conducted by the recognised Universities and the Institutions.

(i) Courses conducted by Junior Technical Schools.

(j) Courses conducted by Industrial Training Institution under the Ministry of Labour and employment (DGE & T).

(k) Degree and Diploma courses and Arts or applied Art and Allied subjects conducted by the recognised Institutions.

(L) Draftsmanship course conducted by recognised Institutions.

(m) Medical Courses.

(n) All degree courses in the recognised Colleges.

(o) Diploma course in Hostel Management conducted by the recognised institution.

SCHEDULE 4

Forms of assignment.

FOURTH SCHEDULE

(1) Forms of assignment.

I, A.B, of. hereby assign into the Gujarat Maritime

Board the within policy of assurance as security for payment of all sums which under sub-regulation 23 of regulation 18 of Gujarat Maritime Board Employees General Provident Fund Regulation 1985, I may hereafter become liable to pay to that Fund.

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

Dated this day of 19

Signature of Subscriber

Station

One witness to signature (2)

We, A.B. (the Subscriber) of. and C.D. (the Joint assured)

of in consideration of the Gujarat Maritime Board

agreeing at our request to accept payment towards the within policy of assurance in substitution for the subscriptions. Payable by me the said A.B. to the General Provident Fund (or as the case may be to

accept the withdrawals of the sum of Rs from the sum to

the credit of the said AB. in the Gujarat maritime Board Employees General Provident Fund for payment of the premium of the within

policy of assurance), hereby jointly and severally upto the said Gujarat Maritime Board the within policy of assurance as security for payment of all sums which under sub-regulation (23) of regulation 18 of Gujarat Maritime Board Employees General Provident Fund Regulation, 1985, the said A.B. may hereafter become liable to pay to that fund.

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

Dated this day of 19

Signature of
subscriber
and the Joint
Assured.

Station

One witness to Signature (3)

I, C. D. wife A.B. and the assignee of within policy having at the request of A.B. that the assured agreed to release interest in the policy in favour of A.B. in order that A.B. may assign the policy to the Gujarat Maritime Board who has agreed to accept payments towards the within policy of Assurance in substitution for the subscription payable by A.B. to the General Provident Fund hereby at the request and by the direction of A.B. assign and I the said A.B. assign and confirm upto the Gujarat Maritime Board the within policy of Assurance as security for payment of all sums which under sub-regulation 23 of the regulation 18 of the said fund the said A.B. may hereafter liable to pay to the fund.

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

Dated this day of. 19

Signature of the assignee

and the Subscriber

Station

One witness to Signature (4)

Form of Reassignment by Gujarat Maritime Board. All sums which have, become payable by the above named A.B. under sub-regulation 23 regulation 18 of the Gujarat Maritime Board Employees General Provident Fund regulation having been paid and all liability for payment by him of any such sums in the future having ceased the Gujarat Maritime Board do hereby re-assign the within policy of assurance to the said.

A.B. A.B. fyC.D.

Dated this day of 19

Executed by

Account Officer of the Fund for

and on behalf of the Gujarat (Signature of the

Maritime Board in the presence of Account Officer.)

(One witness who should add his designation and address)

The above named A.B. having died on the day of. 19 the

Gujarat Maritime Board do hereby re-assign within the policy of assurance to C.D.

Dated this day of. 19.

Executed by.....

Account Officer of the Fund for and on (Signature of the

behalf of the Gujarat Maritime Board Account Officer)

in the presence of (One witness who should add his designation and Address).

(5) Form of Reassignment by the Gujarat Maritime Board.

The Gujarat Maritime Board doth hereby reassign within the policy to the said. A.B. A.B. and C.D.

Dated this day of. 19

Executed by

Account Officer of the

fund for and on behalf of the Gujarat (Signature of the

Maritime Board in the presence of Account Officer)

(One witness who should add his designation and address).

SCHEDULE 5

PROFORMA FOR APPLICATION OF ADVANCE FROM PROVIDENT FUNDS.

FIFTH SCHEDULE

**PROFORMA FOR APPLICATION OF ADVANCE FROM
PROVIDENT FUNDS.**

Office

Application for advance from General Provident Fund.

1. Name of the subscriber
2. Account Number (with Suffix)/

Prefix.

1. Designation
2. Pay
3. Balance at credit of the subscriber
on the date of application as below:-

(1) Closing balance as per

statement for the year

(ii) Credit from to on

account of monthly Subscription.

(iii) Refunds.

(iv) Withdrawals during the period
from to

(v) Net Balance at credit.

6. Amount of advance outstanding if any
and the purpose for which advance
was taken then.

7. Amount of advance required.

8. (a) Purpose for which the advance

is required.

(b) Rules under which the request is covered.

9. Amount of the consolidated advance
(items 6 & 7) and number of monthly
installments in which the consolidated
advance is proposed to be repaid.

10. Full particulars of the pecuniary
circumstances of the Subscriber
justifying the application for the
advance.

Date: Signature of applicant

Name

Designation

Section/Branch.

SCHEDULE 6

PROFORMA FOR APPLICATION OF WITHDRAWAL FROM PROVIDENT FUNDS

SIXTH SCHEDULE

PROFORMA FOR APPLICATION OF WITHDRAWAL FROM PROVIDENT FUNDS

Application for withdrawal from Provident Fund.

1.

1. Name of the Subscriber
2. Account No. (With department suffix)/prefix.
3. Designation
4. Pay
5. Date of Joining Service and the date of Superannuation

6. Balance at credit of the subscriber on the date of application as under

(i) Closing balance as per statement for the year

(ii) Credit from on account of

monthly subscriptions (iii) Refund made to the Fund after

the closing balance vide (i) above,

(iv) Withdrawal during the period from

(v) Amount of credit on date of application

7. Amount of withdrawal required.

8. (a) Purpose for which the withdrawal required.

(b) Rules under which the request is covered.

9. Whether any withdrawal was taken for the same purpose earlier. If so, indicate the amount and the year.

10. Name of the Account Officer maintaining the Provident Fund Account.

DateSignature of

Applicant

Name:

Designation:

Section/Branch