

## **Mormugao Port Employees (General Provident Funds) Regulations, 1964**

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### **SHORT TITLE AND COMMENCEMENT :**

(a) These regulations may be called the Mormugao Port Employees' (General Provident Fund) Regulations, 1964.

(b) They shall come into force on the 1st July, 1964.

### **2. INTERPRETATION :**

In these regulations, unless the context otherwise requires :-

(1) "Accounts Officer" means the Financial Adviser & Chief Accounts Officer of the Board.

(2) "Board", "Chairman", "Deputy Chairman" shall have the meanings assigned to them in the Major Port Trusts Act, 1963.

(3) "Save as otherwise expressly provided by issue of orders by Govt., emolument means pay, leave salary or subsistence grant as defined in the Fundamental Rules and includes dearness pay appropriate to pay, leave salary or subsistence grant, if admissible, and any remuneration of the nature of pay received in respect of foreign service.

(4) "Employee" means an employee of the Board.

(5) "Family" means:-

(i). In the case of a male subscriber, the wife or wives, children, parents, minor brothers, unmarried sisters, widow or widows and children of a deceased son of the subscriber and where no parents of the subscriber is alive, paternal grandparent.

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 Accounts Officer that she shall continue to be so regarded.

(ii) In the case of a female subscriber, the husband, children, parents, minor brothers, unmarried sisters, widow or widows and children of a deceased son

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of the subscriber, and where no parents of the subscriber is alive, paternal grandparent.

Provided that if a subscriber by notice in writing to the Accounts Officer expresses his desire to exclude her husband from her family, the husband shall henceforth be deemed to be no longer 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 adopted child, where adoption is recognized by the personal law governing the subscriber or a ward under the Guardians and Wards Act, 1890 (8 of 1890) and treated as a member of the family and to whom the employee has, through a special will, given the same status as that of a natural born child.

(6) "Fund" means the Mormugao Port Employees General Provident Fund.

(7) "Leave" means any kind of leave recognised by the Regulation framed under the Major Port Trusts Act, 1963, whichever may be applicable to the subscriber.

(8) "Year" means the financial year.

(9) Any other expression used in these regulations which is defined in the Provident Funds Act, 1925 (11 of 1925) or in the Fundamental Rules of the Central Government or the leave Regulations mentioned in the sub-regulation (7) (whichever may be applicable to the subscriber) shall have the meanings assigned to them in such Act, Rules or Regulations.

### **3. CONSTITUTION AND MANAGEMENT OF THE FUND:**

On and from the date of commencement of these regulations the Board shall established and maintained a provident fund for the welfare of the employees.

The Fund shall be administered by the Board and shall be maintained in India, in rupees.

### **4. APPLICATION :**

(1) All permanent employees of the Board other than re-employed persons, and such temporary employees, who have rendered continuous service of one year,

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shall subscribe to the Fund.

(2) All permanent employees, other than re-employed persons and all temporary employees, who have rendered continuous service of one year or more on the date of commencement of the Regulations, 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.

**NOTE:** Temporary employees, (including Apprentices and Probationers) who have been appointed against regular vacancies and are likely to be continued for more than a year, may subscribe to the General Provident Fund any time before completion of one year's service.

(3) The Board may, at its discretion, require any another category of employees to subscribe to the Fund.

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

#### **5. TRANSFER OF BALANCE :**

On the commencement of these regulations, the balance, if any, standing to the credit of an employee in the General Provident Fund constituted under the General Provident Fund (Central Services) Rules, 1960, shall be credited to the account of the employee under the Fund constituted under these regulations.

#### **6. NOMINATIONS :-**

(1) A subscriber shall at the time of joining the Fund, send to the Accounts 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 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

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other provident fund to which he was subscribing before joining the fund shall, if the amount to his credit in such 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 sub-regulation (1), he shall specify in the nomination the amount of share payable to each of the nominee, 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 the forms set forth in the First Schedule.

**(4)** A subscriber may at any time cancel a nomination by sending a notice, in writing to the Accounts Officer. The subscriber shall, along with 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

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event of his subsequently acquiring other member or members in the family.

**NOTE 1:** If a subscriber has no family, or has no other person, excepting the nominee, constituting his family as defined in the regulations, the person to whom the right of the nominee should pass named in the last column can, of course, be some one other than a member of his family.

**NOTE 2:** There should be no objection to the subscriber changing the nomination in this regard even after retirement/discharge, etc. provided the changes or revised nomination are made and notified in accordance with the provisions of the Regulations.

**NOTE 3:** The nomination for Provident Fund submitted to the Head of Department well before the death of the subscriber should be treated as valid nomination, notwithstanding the fact that it not reach the Accounts Officer before the subscriber's death.

**NOTE 4:** The payment of Provident Fund money in accordance with the nomination earns a valid discharge for the Board but if any Court of Law decrees that payment should be made to persons other than the nominee (s), before actual payment has been made to the nominee (s), the orders of the Court will have to be complied with.

(6) 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 on 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.

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

**NOTE:** To this regulation unless the context otherwise requires "PERSON" or "PERSONS" shall include a company or association or body of individuals,

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whether incorporated or not, it shall also include a Fund such as the Prime Minister's National Relief Fund or any charitable or other Trust or Fund, to which nomination may be made through the Secretary or other executive of the said Fund or Trust authorized to receive payments.

#### **7. SUBSCRIBER'S ACCOUNTS :**

An account shall be opened in the name of each subscriber in which shall shown-

- (i) his subscriptions;
- (ii) interest as provided by Regulation 11 on subscriptions;
- (iii) advances and withdrawals from the Fund.

**NOTE:** A subscriber need not subscribe during a period treated as dies non.

#### **8. CONDITIONS AND RATES OF SUBSCRIPTIONS :**

(1) Conditions of subscriptions :-

(a) A subscriber shall subscribe monthly to the Fund except during the period when he is under suspension :

Provided that a 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 pay or 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 payable for that period.

(b) A subscriber shall intimate in writing his election not to subscribe during leave referred to in the first proviso to clause (a) above, to the Accounts 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.

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**(b)** It may be any sum so expressed not less than six percent of his emoluments, and not more than his total emoluments.

Provided that in the case of a subscriber who has previously been subscribing to a Contributory Provident Fund at the higher rate of  $8\frac{1}{3}$  percent, it may be any sum, so expressed not less than  $8\frac{1}{2}$  percent of his emoluments and not more than his total emoluments.

**(c)** When an employee elects to subscribe at a minimum rate of 6% or  $8\frac{1}{3}$  percent, as the case may be fraction of a Rupee will be rounded to the nearest whole Rupee, 50 paisecounting as the next higher rupee.

**(3)** A subscriber, who has, under Regulation 20, withdrawn the amount standing to his credit in the Fund shall not subscribe to the Fund after such withdrawal, unless he returns to duty.

**(a)** In the case of a subscriber who was in Board's service on the 31st March of the preceeding year, the emoluments to which he was 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 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 had he been on duty India.

**(b)** In case of a subscriber who was not in Board's service on the 31<sup>st</sup> March of the preceeding year, the emoluments to which he was entitled on the day he joins the Fund.

**(4)** A subscriber shall intimate the fixation of amount of his monthly subscription in each year 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

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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 preceeding 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 for that month;

(e) if he was on foreign service on the 31st March of the proceeding year, by the amount credited by him to the Board's account, on account of subscription for the month of April to 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;

(c)reduced and enhanced as aforesaid.

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 leave without pay or leave on half-pay or half average pay for a part of a calendar month and he has elected not to subscribe during such leave, the amount of subscription payable shall be proportionate to the number of days spent on duty, including leave, if any, other than those referred to above.

**NOTE 1:** The amount of subscription originally fixed by a subscriber shall not be varied during the course of the year on account of any increase or decrease in his rate of pay, which might ultimately have been found to be due in respect of the 31st March preceeding or which might take place during the year.

**NOTE 2:** Adjustment of overpayments or short payments of subscriptions to the General Provident Fund, by deduction from or addition to the subscription in the subsequent months should be done, whenever possible. There is, however, no warrant for refusal of cash payments or recovery, if a subscriber so desires.

## **9. TRANSFER TO FOREIGN SERVICE OR DEPUTATION OUT OF**

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## **INDIA :**

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 were not so transferred or sent on deputation.

## **10. REALISATION OF SUBSCRIPTIONS :**

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

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

(3) If a subscriber fails to subscribe with effect from the date on which he is required to join the Fund or is in 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, forth with be paid by the subscriber to the Fund or in default be ordered by the Accounts 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 on an advance for the grant of which special reasons are required under sub regulation (2) of Regulation 13.

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

## **11. INTEREST :**

(1) Subject to the provisions of sub-regulation (5), the Board shall pay to the credit of the account of a subscriber interest at such rate as may be determine for each year by the Board.

Provided that if the rate of interest determined for a year is less than 4 percent, all

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subscribers to the Fund in the year preceding that for which the rate has for the first time been fixed at less than 4 percent, shall be allowed interest at 4 percent.

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

**(2)** Interest shall be credited with effect from the 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 preceeding 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 preceeding the month of withdrawal:

**(iii)** on all sums credited to the subscriber's account after the last day of the preceeding year, interest from the date of deposit up to the end of the current year:

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

Provided than when the amount standing to the credit a subscriber has become payable, interest shall there upon 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, up to the date on which the amount standing to the credit of the subscriber become 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 Officer before the fifth day of that month, but if it is received by the Officer on or after

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the fifth day of that month, the first day of the next succeeding month.

Provided that where there has been a 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 on such subscription shall be payable from the month in which 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 the proviso to sub-regulation (2) of Regulation 10, the date of deposit shall be deemed to be in the first day of the month if it is received by the Account Officer before the fifteenth day of that month.

Provided further 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 subscription, be deemed to be the first day of the succeeding month.

**(4)** In addition to any amount to be paid under Regulations 19, 20, 21, interest there on up to the end of the month preceding that in which the payment is made, or up to the 6th month after the month in which such amount became payable, whichever of these period be less, shall be payable to the person to whom such amount is to be paid:

Provided that where the Accounts 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 up to the end of the month preceding the date so intimated, or the date of posting the cheque, as the case may be.

Provided further that where a subscriber on deputation to a body corporate, owned or controlled by the Government or an autonomous organization registered under the Societies Registration Act, 1860 (21 of 1860) or PSU etc. is subsequently absorbed in such body corporate or organization with effect from a retrospective date for the purpose of calculating the interest due on the Fund accumulations of the subscriber, the date of issue of the orders regarding

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absorption, shall be deemed to be the date on which the amount to the credit of the subscriber became payable subject, however, to the condition that the amount recovered as subscription during the period commencing from the date of absorption and ending with the date of issue of orders of absorption, shall be deemed to be subscription to the Fund only for the purpose of awarding interest under this sub-regulation.

**NOTE 1:** In respect of employees disappearing and leaving their family, the interest can be allowed upto 6 months from the date report has been obtained by the family from the Police Department that the employees has not been traced after all efforts have been made by the Police.

**NOTE 2:** When a subscriber retires on the last day of a month, the period of 6 months for the purpose of Regulation 11 (4) *ibid* should be counted after excluding the immediate succeeding month, that is to say, for instance when a subscriber's last day of service is the 31st of May, the period of 6 months should be computed from July to December and not from June to November.

**NOTE 3:** In the case of subscriber, who dies in the forenoon of the last day of a month before retirement, the day of death of the subscriber should be treated as the last day of his service and he should be deemed to have quit the service the following day. Therefore, in all such cases, the period of six months for the purpose of Regulation 11 (4) *ibid* should be reckoned from the second month following the month in which the subscriber dies.

(5) Interest shall not be credited to the account of a subscriber if he informs the Accounts Officer that he does not wish to receive it; but if he subsequently asks for interest, it shall be credited with effect from the 1st day of the year in which he asks for it.

(6) The interest on amounts which under sub-regulation (3) of the Regulation 10, Regulation 15, sub-regulation (2) of Regulation 17, proviso to Regulation 21 (b) Regulation 24, Regulation 25 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.

(7) In case a subscriber is found to have drawn from the Fund an amount

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in excess of the amount standing to his credit on the date of the drawal, the overdrawn amount, irrespective of whether the overdrawal occurred in the course of an advance or a withdrawal or the final payment from the Fund, shall be lumpsum, or in default, be ordered to be recovered by deduction in one lumpsum, from the emoluments of the subscriber. If the total amount to be recovered is more than half of the subscriber's emoluments, recoveries shall be made in monthly instalments of the moieties of his emoluments till the entire amount together with interest, is recovered. For this sub-regulation the rate of interest to be charged on overdrawn amount would be 2½ % over and above the normal rate on Provident Fund balance under sub-regulation (1).

**NOTE** : Payment of interest on the Fund balance beyond a period of 6 months may be authorized by-

- (a) the Accounts Officer up to a period of one year; and
- (b) the immediate superior to the Accounts Officer up to any period, after he has personally satisfied himself that the delay in payment was occasioned by circumstances beyond the control of the subscriber or the person to whom such payment was to be made, and in every such case the administrative delay involved in the matter shall be fully investigated and action, if any required, taken.

## **12. TRANSFER FROM OTHER SERVICES :**

(1) Subject to the sanction of the Board in each case, a person who has 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 transferred to his credit in the Fund.

**NOTE** : The power of the Board to sanction the transfer of the provident fund balance to the Provident Fund Account of the employees in the Port may be exercised by the Chairman.

(2) In the event of a subscriber to the Fund being permanently transferred to a service under the 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 there upon these Regulations shall

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cease to apply to him.

**13. ADVANCES FROM THE FUND :**

(1) The appropriate sanctioning authority may sanction the payment to any subscriber of an advance consisting of a sum of whole rupees and not exceeding in amount three months' pay or half the amount standing to his credit in the Fund, whichever is less. for one or more of the following purposes :-

(a). to pay expenses in connection with the illness confinement, or a disability including where necessary, the travelling expenses of the subscriber and members of his family or any person actually dependent on him;

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

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

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

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

(d) to meet the cost of legal proceedings instituted by or against subscriber, any member of his family or any person actually dependent upon him the advance in this case being available in addition to any advance admissible for the same purpose from any other source;

(e) to meet the cost of his defence where the subscriber engages a legal practitioner to defend himself in an inquiry in respect of any alleged official misconduct on his part;

(f) to purchase consumer durable such TV, VCR/VCP, washing machines, cooking range, geysers and computers, etc.

(g) in other cases of actual distress at the discretion of the Chairman.

**NOTE 1:** The courses detailed below should be treated as technical in nature for

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which advances may be given:-

**(a)** Diploma course in the various field of Engineering and Technology, e.g Civil Engineering, Mechanical Engineering, Electrical Engineering, Telecommunication/Radio Engineering, Metallurgy, Automobile Engineering, Textile Technology, Leather Technology, Printing Technology, Chemical Technology, etc, etc., conducted by recognised technical institutions.

**(b)** Degree courses 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, Chemical Technology, Textile Technology, Leather Technology, Pharmacy Ceramics etc, etc., conducted by Universities and recognized technical institutions.

**(c)** Post-Graduate courses in the various fields of Engineering and Technology conducted by the universities and recognized institutions.

**(d)** Degree and Diploma courses in Architecture, Town Planning and allied fields conducted by recognized institutions.

**(e)** Diploma and Certificate courses in Commerce conducted by recognized institutions.

**(f)** Diploma courses in Management conducted by recognized institution.

**(g)** Degree courses in Agriculture, Veterinary Science and allied subjects conducted by recognized Universities and institutions.

**(h)** Courses conducted by Junior Technical Schools.

**(i)** Courses conducted by Industrial Training Institutes under the Ministry of Labour and Employment (D.G.E. & T.)

**(j)** Degree and Diploma courses in Art/Applied Art and Allied subjects conducted by recognised institutions.

**(k)** Draftsmanship courses by recognised institutions.

**(l)** Medical courses (including, Allopathic, Homeopathic, Ayurvedic and Unani Systems) conducted by recognised institutions.

**(m)** B.Sc (Home Science) courses.

**(n)** Diploma course in Hotel Management conducted by recognised institutions.

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- (o) Degree and Post-Graduate courses in Home Science.
  - (p) Pre-Professional course in Medicine, if part of regular 5 year course in Medicine.
  - (q) Ph. D. in Biochemistry.
  - (r) Bachelor and Masters Degree courses in Physical Education.
  - (s) Degree and Post-graduate course in Law.
  - (t) “Honours” Course in Microbiology.
  - (u) Associateship of the Institute of Chartered Accountants.
  - (v) Associateship of the Institute of Costs and Works Accountants.
  - (w) Degree and Master’s course in Business Administration or Management.
  - (x) Diploma course in Hotel Management.
  - (y) M.Sc. course in Statistics.
  - (z) Master of Education and Bachelor of Education.
  - (aa) The Company Secretaryship Course of the Institute of Company Secretaries of India.
  - (ab) The Course of pre-sea training imparted on the Training Ship “Rajendra” to prospective navigating officers on merchantships.
  - (ac) The course in Marine Engineering conducted in the Directorate of Marine Engineering Training.

**NOTE 1:** Payment of initial charges for admission to the National Defence Academy, Khadakvasla, will also qualify for advances or final withdrawals.

**NOTE 2:** A subscriber shall be permitted to avail an advance both on the occasion of betrothal ceremony and marriage ceremony. Each occasion shall be treated as a separate purpose for the purpose of clause (c) of sub-regulation (1).

**NOTE 3:** In the case of a subscriber, who applies for a temporary advance while he is under suspension and draws subsistence grant instead of pay, the “pay” for the purpose of Regulation 13 (1) shall be that which he drew immediately before he was placed under suspension.

(1A) The appropriate sanctioning authority may, in special circumstances, sanction the payment to any subscriber of an advance if he is satisfied that the subscriber concerned requires the advance for reasons other than those mentioned

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in sub-regulation (1).

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

(3) When an advance is sanctioned under sub regulation (2) before repayment of last instalment any previous advance is completed the balance of any previous advances not recovered shall be added to the advance so sanctioned and the instalments for recovery shall be fixed with reference to the consolidated amount.

**EXPLANATION 1 :** For the purpose of this regulation, pay includes dearness pay where admissible.

**EXPLANATION 2 :** “Appropriate sanctioning authority” means the Head of the Department in the case of advances for the grant of which special reasons are not required to be recorded except that the applicant is a Head of a Department, it means the Chairman. In case of advance for the grant of which special reasons are required to be recorded as prescribed in Regulation 13 (2) the appropriate sanctioning authority means the Chairman.

**EXPLANATION 3 :** A subscriber shall be permitted to take an advance once in every six months under item (b) of sub regulation (1) of this regulation.

**EXPLANATION 4 :** No time limit need be imposed for the grant of an advance after the expenditure has been incurred but it shall be left to the discretion of the sanctioning authority to reject an application submitted unreasonably long after the event to which the application for the advance relates. However, the discretion vested in the sanctioning authority to grant an advance after the expenditure has been incurred would be limited to contingencies, which cannot be foreseen, viz. cases of prolonged illness, funerals, etc. In cases, where the event is foreseen and expenditure has been incurred, approval of the Chairman is necessary to grant an advance after the occurrence of the event.

#### **14. RECOVERY OF ADVANCE :**

(1) An advance shall be recovered from the subscriber in such number of equal monthly instalments as the Chairman or any other officer authorised to sanction

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the advance may direct; but such number shall not be less than 12 unless the subscriber so elects and more than 24. In special cases where the amount of advance exceeds three months pay of the subscriber, the authority sanctioning the advance may fix such number of instalments exceeding 24, but not exceeding 36. A subscriber may, at his option, repay more than one instalment in a month. Each instalment shall be a number of whole rupees, the amount of the advance being raised or reduced, if necessary, to admit of the fixation of such instalments.

(2) Recovery shall be made in the manner prescribed in Regulation 10 for the realisation of subscriptions, and shall commence on the first occasion after the advance is made on which the subscriber, draws the pay or remuneration on foreign service, for a full month. Recovery shall not be made except with the subscriber's consent while he is in receipt of subsistence grant or is on leave which either does not carry any leave salary or carries leave salary equal to or less than half pay or half average pay as the case may be. The recovery may be postponed, on the subscriber's request, by the Chairman during the recovery of an advance of pay granted to the subscriber.

(3) 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 Accounts Officer to be recovered by deduction from the emoluments of the subscriber in a lumpsum or in monthly instalments not exceeding 12 as may be directed by the Chairman or the authority competent to sanction an advance under explanation 2 to sub regulation (2) of Regulation 13.

Provided that, before such advance is disallowed the subscriber shall be given an opportunity to explain to the sanctioning authority in writing and within fifteen days of the receipt of the communication why the repayment shall not be enforced and if an explanation is submitted by the subscriber within the said period of fifteen days, it shall be referred to the Chairman for decision; and if no explanation within the said period is submitted by him, the repayment of the advance be enforced and be enforced in the manner prescribed in this sub-

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regulation.

**15. WRONGFUL USE OF ADVANCE :**

Notwithstanding anything contained in these regulations, if the sanctioning authority has reason to doubt that money drawn as an advance from the Fund under Regulation 13 has been utilized for a purpose other than that for which sanction was given to the drawal of the money, he shall communicate to the subscriber the reasons for his doubt and require him to explain in writing and within fifteen days of the receipt of such communication whether the advance has been utilized for the purpose for which sanction was given to the drawal of the money. If the sanctioning authority is not satisfied with the explanation furnished by the subscriber within the said period of fifteen days, the sanctioning authority shall direct the subscriber to repay the amount in question forthwith to the Fund, or in default, order the amount to be recovered by deduction in one sum from the emoluments of the subscriber even if he be on leave. If the total amount to be repaid be more than half the subscriber's emoluments, recoveries shall be made in monthly installments of moieties of his emoluments, till the entire amount is repaid by him.

**EXPLANATION :-** In this regulation, 'Emoluments' do not include subsistence grant.

**16. WITHDRAWALS FROM THE FUND :**

Subject to the conditions specified herein withdrawals may be sanctioned by the authorities competent under sub-regulation (2) of Regulation 13 to sanction an advance for special reasons, at any time.

(A) After the completion of fifteen years of service (including broken periods of service, if any) of a subscriber or within 10 years before the date of his retirement on superannuation, which ever is earlier, 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 the subscriber or any child of the subscriber in the following cases namely :-

(i) for education outside India for academic, technical, professional or

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vocational course beyond the High School stage, and

(ii) for any medical, engineering or other technical or specialized course in India beyond the High School stage.

(b) Meeting the expenditure in connection with the betrothal/marriage of the subscriber or his sons or daughters and any other female relations actually dependent on him.

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

(d) meeting the cost of consumer durables such as TV, VCR/VCP, washing machines, cooking range, geysers and computers, etc.

(B) During the service of a subscriber from the amount standing to his credit in the Fund for one or more of the following purposes, namely :

(a) Building or acquiring a suitable house or ready built flat for his residence including the cost of the site , or any payment towards the allotment of a plot or flat by the State Housing Board or a House Building Co-Op. Society.

(b) Repaying an outstanding amount on account of loan expressly taken for building or acquiring a suitable house or ready built flat for his residence.

(c) Purchasing a house site for building a house thereon for his residence or repaying any outstanding amount on account of loan expressly taken for this purpose.

(d) Reconstruction or making additions or alterations to a house or flat already owned or acquired by subscriber.

(e) Renovating, additions or alterations or upkeep of an ancestral house at a place other than the place of duty or to a house built with the assistance of loan from the Government at a place other than the place of duty.

(f) Constructing a house on a site purchased under Clause (c).

(C) Within twelve months before the date of the subscriber's retirement on superannuation from the amount standing to his credit in the fund without linking to any purpose.

**NOTE 1** : A subscriber who has availed himself of an advance under the scheme

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of the Mormugao Port Employees (House Building Advance) Regulations, 1973 for the grant of advance for house building purpose, or has been allowed any assistance in this regard from any other Government sources, or recognized agency such as State Housing Board, House Building Co-operative Society, LIC, HDFC etc., shall be eligible for the grant of final withdrawal under clauses (a), (c), (d) and (f) for the purposes specified therein and also for the purpose of repayment of any loan taken under the aforesaid scheme subject to the limits specified in the proviso to sub regulation (1) of Regulation 17. If a subscriber has an ancestral house or built a house at a place other than the place of his duty with the assistance of the loan taken from the Board he shall be eligible for the grant of final withdrawal under clauses (a) (c) and (f) for purpose of a house site or for construction of another house or for acquiring a ready built flat at the place of his duty.

**NOTE 2 :** Withdrawal under clause (a) (d) (e) or (f) shall be sanctioned only after a subscriber has submitted a plan of a house to be constructed or of the additions or alterations to be made, duly approved by the local municipal body of the area where the site of the house is situated and only in cases where the plan is actually got to be approved.

**NOTE 3 :** The amount of withdrawal sanctioned under clause (b) shall not exceed 3/4th of the balance on date of application together with the amount of previous withdrawal under clause (a) reduced by the amount of previous withdrawal. The formula to be followed is 3/4th of (balance as on date plus amount of previous withdrawal (s) for the house in question) minus the amount of the previous withdrawal (s)

**NOTE 4 :** Withdrawal under clauses (a) or (d) shall also be allowed where the house site or house is in the name of wife/husband provided he/she is the first nominee to receive Provident Fund money in the nomination made by the subscriber.

**NOTE 5:** Only on withdrawal shall be allowed for the same purpose under Regulation 16. But marriage/education of different children or illness on different

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occasions or a further addition or alteration to a house or flat covered by a fresh plan duly approved by the local municipal body of the area where the house or flat is situated, shall not be treated as the same purpose, second or subsequent withdrawal under classes (a) or (f) for completion of the same house shall be allowed upto the limit laid down under Note 3.

**NOTE 6** : A withdrawal under Regulation 16 shall not be sanctioned if an advance under Regulation 13 is being sanctioned for the same purpose and at the same time.

**17. CONDITIONS OF WITHDRAWAL :**

(1) Any sum withdrawal by a subscriber at any one time for one or more purposes specified in Regulation 16 from the amount 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 this limit upto three-fourths of the balance at his credit in the fund. In the case of withdrawal under sub-regulation (A) and 90% in the case of withdrawal under sub-regulation (B) of regulation 16 having due regard to (i) the object for which the withdrawal being made; (ii) the status of the subscriber; and (iii) the amount to his credit in the fund.

Provided that in no case the maximum amount of withdrawal for purposes specified in clause (B) of sub-regulation (1) of Regulation 16 shall exceed the maximum limit prescribed from time to time under the Mormugao Port Employees' (Grant of advance for Building of Houses) Regulations, 1973.

Provided further that in the case of a subscriber who has availed himself of an advance under Mormugao Port Employees' (Grant of advance for Building of Houses) Regulations, 1973 or any other recognized agency such as State Housing Board, House Building Co-Operative Society, LIC, HDFC. etc., for 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 together with the amount of advance taken under the aforesaid scheme or the assistance taken

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from any other aforesaid source shall not exceed the maximum limit prescribed from time to time under Mormugao Port Employees' (Grant of advance for Building of Houses) Regulations, 1973.

Provided further that the withdrawal admissible under Regulation 16 (1) (c) shall not exceed 90% of the amount standing to the credit of the subscriber in the fund.

**NOTE 1:** A withdrawal sanctioned to a subscriber under sub-clause (a) of clause (A) of sub-regulation (1) of Regulation 16 may be drawn in instalments, the number of which shall not exceed four in a period of twelve calendar months counted from the date of sanction.

(2) A subscriber, who has been permitted the withdrawal of money under Regulation 16 shall satisfy the sanctioning authority within a reasonable period as may be specified by that authority that the money has been utilized 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 such purposes for which it was withdrawn or so much thereof as has not been applied for such purposes for which it was withdrawn shall forthwith be repaid in one lumpsum 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 the lumpsum or any such number of monthly installments as may be determined by the Chairman.

Provided that, before repayment of a withdrawal is enforced under this sub-regulation, the subscriber shall be given an opportunity to explain in writing and within fifteen days of the receipt of the communication why the repayment should not be enforced; and if the sanctioning authority is not satisfied with the explanation or no explanation is submitted by the subscriber within the said period of fifteen days, the sanctioning authority shall enforce the repayment in the manner prescribed in this sub-regulation.

**NOTE :** In cases where a subscriber has to pay in instalments for a site or a house or flat purchased or a house or flat constructed through s State Housing Board or a House-Building Co-operative Society, he shall be permitted to make a

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withdrawal as and when he is called upon to make a payment in any instalment. Every such payment shall be treated as a payment for a separate purpose for the purposes of sub-regulation (1) of Regulation 17.

**(3)** A subscriber, who has been permitted under clause (a), (b), (c) of sub-regulation (B) of Regulation 16 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 house site so purchased, by way of sale, mortgage, gift, exchange or lease for a term exceeding three year, without the previous permission of the sanctioning authority.

He shall submit a declaration in the form, set forth in the second schedule not later than the 31<sup>st</sup> day of December of every year to the effect that the house or as case may be, house site, continues to be in his possession but stands mortgaged to the Board and shall, if so required, produce before the sanctioning authority or before the dates specified by that authority in that behalf the original sale deed and other documents on which his title to the property is based.

If at any time before retirement, 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 the subscriber to the Fund in one lumpsum and in default of such repayment, it shall be ordered by the sanctioning authority to be recovered from his emoluments either in a lumpsum or in such number of monthly instalments as may be determined by such sanctioning authority, after giving the subscriber a reasonable opportunity of making a representation in the matter.

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)** it's being mortgaged in favour of a housing board, nationalized banks, the Life Insurance Corporation or any other corporation owned or controlled by the Government or any other recognised agency such as State Housing Board, House Building Co-operative Society, LIC, HDFC etc. which advances loans for the construction of a new house or for making additions or alterations to an existing house.

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**NOTE-1:** A subscriber shall be permitted to make a withdrawal once in every six months under item(a) of sub regulation (A) of Regulation 16. Every such withdrawal shall be treated as a withdrawal for a separate purposes of sub-regulation (1) of this regulation.

**NOTE-2:** In case where a subscriber has to pay in installments for a site or a house purchased or a house construction through a House Building Cooperative Society or similar agency, he shall be permitted to make a withdrawal as and when he is called upon to make a payment in any installment, every such payment shall be treated as a payment for a separate purpose for the purpose of sub regulation (1) of this regulation.

**NOTE-3:** An advance and a final withdrawal for the same purpose should not be sanctioned together. In other words, a person should be granted either an advance or a final withdrawal for a particular purpose subject to the conditions mentioned in Regulation 16. Further, the advance, which is subsequently converted into final withdrawal, should be treated as final withdrawal under Regulation 16 that is to say, if a person has got an advance converted into a final withdrawal under Regulation 17-A, he should not be allowed another final withdrawal for the same purpose under Regulation 16.

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**NOTE-4:** A subscriber shall be permitted to make a final withdrawal both on the occasion of the betrothal ceremony and the marriage ceremony. Each occasion shall be treated as separate purpose for the purpose of Regulation 17 (1).

**NOTE-5:** A subscriber should not be granted a second withdrawal for house-building purpose at any place if he has already been granted a final withdrawal for similar purposes at the same or another place. In other words, final withdrawals should not be allowed for more than one house.

**NOTE-6:** (i) In case a withdrawal for upkeep of house, etc., withdrawal can be admitted subject to the condition that the subscriber submits a certificate to the effect that the items of work to be carried out by him do not require the approval of the local/municipal authority, and

(ii) Withdrawal is permissible in cases where the ancestral house has not been

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transferred in the name of the employee, subject to production of proof by the subscriber that he/she is one of the inheritors/nominees to receive the share of the property.

However, the subscriber should comply with the requirements of Regulation 17 (2) *ibid*.

### **18.CONVERSION OF AN ADVANCE INTO A WITHDRAWAL :**

A subscriber who has already drawn or may draw in future an advance under Regulation 13 for any of the purposes specified in sub-clause (a), (b) and (c) of clause (1) of Regulation 16, may convert, at his discretion by a written request addressed to the Accounts Officer through the sanctioning authority, the balance outstanding against him into a final withdrawal on his satisfying the conditions laid down in Regulation 16 and 17.

**NOTE-1 :** For the purpose of sub-regulation (A) and (B) of Regulation 16, the amount of subscription with interest thereon standing to the credit of the subscriber in the account at the time of conversion plus the outstanding amount of advance shall be taken as the balance. Each withdrawal shall be treated as a separate one and the same principal shall apply in the event of more than one conversion.

### **19.PAYMENT TOWARDS INSURANCES POLICIES AND FAMILY PENSION FUNDS:**

– DELETED vide G.S.R. No. 547 (E) dated 28/11/1996).

### **20. FINAL WITHDRAWAL OF ACCUMULATION IN THE FUND :**

When a subscriber quits the service, the amount standing to his credit in the Fund shall become payable to him.

Provided that a subscriber, who has been dismissed from the service and is subsequently reinstated in the service shall, if required, to do so by the 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 21. The amount so repaid shall be credited to his account in the Fund.

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**EXPLANATION 1** : 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 have quit the service when he is transferred without any break in service to a new post under a State/Central Government, Public Sector Undertaking or a State/Central Government, Local Body, Major Port Trust, Autonomous Body or other organizations recognized by the Board for the purpose, (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 the rules of that Fund. The same shall hold good in cases of retrenchment by immediate employment whether under the Board or under any other major Port authority.

**NOTE-1**: Transfers shall include cases of resignation from service in order to take up appointment under the State/Central Government, Local Body, Major Port Trust, Autonomous Body or other organizations recognized by the Board for the purpose.

**NOTE-2**: Deduction of an amount due to the Board by a subscriber from his accumulations in the General Provident Fund at the time of his retirement or from undisbursed General Provident Fund accumulations payable to a subscriber's nominees in the event of subscriber's death in service or after retirement, as the case may be is not permissible, even through the consent of the subscriber or nominee may have been obtained.

In cases where the subscriber or nominee is willing to repay the amount due to the Board, the best course is to treat the repayment as a second transaction. The whole of money should first be paid intact and without any compulsion. Thereafter, the payee may be called upon to make good the Board's dues.

**NOTE-3**: The Provident Fund balances vesting in a dependant are liable to attachment for debts incurred by the dependant after the subscriber's death and where such debts are due to the Board, by whom the balances are payable, they could be set off against such balances under the general law relating to the setting off of claims and counter claims between the two parties.

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**NOTE-4:** In the case of employees, who get absorbed in Public Enterprises, the amount of subscriptions, together with interest thereon standing to Provident Fund account may, if he so desires, be transferred to his new Provident Fund account under the Enterprise, Provided the concerned Enterprise also agrees to such a transfer if, however, the concerned Enterprise does not operate a Provident Fund, the amount in question should be refunded to the subscriber.

**21. RETIREMENT OF SUBSCRIBER :**

When a subscriber:-

- (a).has proceeded on leave preparatory to retirement or
- (b).while on leave has been permitted to retire or has been declared by a competent medical authority to be unfit for further service, the amount standing to his credit in the Fund, shall become payable to him.

Provided that the subscriber, if he returns to duty, shall, except where the Board decides otherwise, repay to the Fund for crediting to his account the whole or part of any amount paid to him from the Fund in pursuance of this regulation with interest there on at the rate provided in Regulation 11 in cash or securities or partly in cash or partly in securities, by instalments or otherwise by recovery from his emoluments or otherwise as may be directed by the Chairman.

**22. 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:

(i) When the subscriber leaves a family :-

(a) if a nomination made by the subscriber in accordance with the provisions of Regulation 6 or of the corresponding rule 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 to his credit in the Fund, the whole amount or a part thereof to which the

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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 majority;
- (2) sons of a deceased son who have attained 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 clauses (1), (2), (3) and (4).

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

(ii) When the subscriber leaves no family, if a nomination made by him in accordance with the provisions of Regulation 6 of the corresponding rule 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 or nominees in the proportion specified in the nomination.

**NOTE-1:** The payment of provident fund moneys to the extent of Rs.10,000 (or the first Rs.10,000/- where the amount payable exceeds Rs.10,000) on behalf of the minor(s) can be made to his/their natural guardian or where no natural guardian exists to the person considered fit by the Head of Department to receive payment on behalf of the minor(s) without requiring him to produce a guardianship certificate. The person receiving payment on behalf of the minors should be required to execute a bond signed by two sureties agreeing to indemnify the Board against any subsequent claim. The balance in excess of Rs.10,000, if any, would be paid in accordance with the normal rules.

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It is essential, however, that in the absence of a natural guardian, there should be adequate prima facie grounds for making payment to the person claiming it. Such ground can exist only if he/she is shown by a sworn declaration to be factio guardian and his/her bonafides have been ascertained. Even if a guardian has not yet been appointed by the Court, if the minor and his property are in the custody of some person, such person is, in law, a de facto guardian. The authorities making payment should, therefore, require the person, who comes forward to claim payment on behalf of the minor to satisfy them by an affidavit that he is in charge of the property of the minor and is looking after it or that if the minor has no property other than the Provident Fund money, the minor is in his custody and care. The affidavit is to be produced in addition to the indemnity bond with suitable sureties.

**HINDU WIDOW:** In cases where the natural guardian is a Hindu widow, the payment of provident fund moneys on behalf of her minor children shall be made to her, irrespective of the amount involved without production of guardianship certificate or any indemnity bond, unless there is anything concrete to show that the interests of the mother are adverse to those of the minor children.

**HINDU WIDOWER:** In cases where the natural guardian is a Hindu widower, the payment of provident fund money on behalf of his minor children shall be made to him, irrespective of the amount involved without production of the guardianship certificate or any indemnity bond, unless there is anything concrete to show that the interests of the father are adverse to those of the minor children.

**NOTE-2:** The proforma for bond of indemnity for disbursement of provident fund money on behalf of minors is appended as Annexure. The stamp duty payable on the indemnity bond will be borne by the claimant. The indemnity bond may be executed on a stamped paper and should be signed by the obligor and two sureties personally or by their respective constituted attorneys duly appointed by the power of attorneys. It should be accepted for and on behalf of the Board of Trustees by an Officer duly authorized by the Board.

**NOTE-3:** A subscriber's posthumous child is a member of family at the time of his death, and if born alive, should be treated in the same way as surviving child

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born before the subscriber's death. The case of a posthumous child already born when the case is taken up by the Accounts Officer will present no difficulty. For the rest, if the existence (en ventre de sa mere) of a posthumous child is brought to the notice of the Accounts Officer, the amount, which will be due to the child in the event of its being born alive, should be retained and the balance distributed in the normal way. If the child is born alive, payment of the amount retained should be made as in the case of minor child; but if no child is born, or a child is stillborn, the amount retained should be distributed among the family in accordance with the ordinary regulations.

**NOTE-4:** Under Hindu law, a stepmother is not the natural guardian of her minor stepson and in this case, an order of the Court would be necessary.

**NOTE-5:** It is not necessary in every case that probate, letters of administration or a succession certificate should be taken out in order to confer a title upon the heirs. It is a question of identity and if the identity of the legal representative can be established beyond doubt, payment can be made to the legal representative, without the production of probate, letter of administration or a succession certificate, as the case may be, the difficulty is to establish identity and in any case, when probate, letters of administration or a succession certificate are not produced, the case should be referred to the Board.

**NOTE-6:** (i) When an employee disappears leaving his family, the family can be paid in the first instance the amount of salary due, leave encashment due and the amount of GPF having regard to the nomination made by the employee.

(ii) After the lapse of a period of one year, other benefits like DCRG/family pension may also be granted to the family subject to the fulfillment of conditions prescribed in the succeeding paragraphs. The above benefits may be sanctioned by the Chairman after observing the following formalities:-

(i) The family must lodge a report with the concerned Police Station and obtain a report that the employee has not been traced after all efforts had been made by the police.

(ii) An Indemnity Bond should be taken from the nominee/dependants of the employee that all payments will be adjusted against the payments due to the

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employee in case he appears on the scene and makes any claim.

**NOTE-7:** The wife and daughter of the deceased subscriber, who are facing a trial for the murder of the employee may be denied the payment of GPF till the court's decision.

**23. MANNER OF PAYMENT OF AMOUNTS IN THE FUND :**

(1) When the amount standing to the credit of a subscriber in the Fund becomes payable, it shall be the duty of the Accounts Officer to make payment as provided in sub-regulation (3).

(2) If the person to whom, under these regulations any amount or policy is to be paid, assigned, reassigned or delivered, is a lunatic for whose estate a manager has been appointed in this behalf under the Indian Lunacy Act 1912, the payment or reassign-ment or delivery shall be made to such manager and not to the lunatic. Provided that where no manager has been appointed and the person to whom the sum is payable is certified by a Magistrate to be a lunatic, the payment shall, under the orders of the Collector, be made in terms sub-section (1) of Section 95 of the Indian Lunacy Act, 1912, to the person having charge of such lunatic and the Accounts Officer shall pay only the amount which he thinks fit to the person having charge of the lunatic and the surplus, if any, or such part thereof as he thinks fit shall be paid for the maintenance of such members of the lunatic's family as the dependent on him for maintenance.

(3) 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 payments in India. The following procedure shall be adopted for claiming payment by a subscriber, namely :-

(i). A subscriber may submit an application to the Accounts Officer through the Head of Department for payment of the amount in fund at least three months in advance of the date of superannuation. The application may be made for the amount standing to his credit in the fund as indicated in the accounts statement for the year ending one year prior to his superannuation or for the amount as indicated in his ledger accounts, in case the accounts statement has not been received.

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(ii). The Head of the Department shall forward the application to the Accounts Officer indicating the advances taken and the recoveries effected against the advances which are still current and the number of instalments yet to be recovered in respect of each advance and also indicate the withdrawals, if any, taken by the subscriber.

(iii). The Accounts Officer shall after verification with the ledger account issue an authority for the amount due at least ten days before the date of superannuation but payable on the date of superannuation.

(iv). – **DELETED** –

(v). The advances/withdrawals sanction after forwarding the application for final a payment to the Accounts Officers should be intimated to the Accounts Officer immediately.

**EXPLANATION** : When the amount standing to the credit of subscriber has become payable under Regulation 19, 20, and 21, the Accounts Officer, shall authorize prompt payment of that portion of the amount standing to the credit of the subscriber in regard to which there is dispute or doubt, the balance being adjusted as soon as after as may be.

**NOTE** : To obviate and reduce delays in the payment of Provident Fund balances in the case of a subscriber, who dies while in service, the Head of Department shall take the following steps:

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

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

**24. PROCEDURE ON TRANSFER OF AN EMPLOYEE FROM ONE MAJOR PORT TO ANOTHER :**

If an employee who is a subscriber to the Fund is permanently transferred to

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pensionable service in any other major port in which he is governed by similar regulations, the amount of subscription together with interest thereon standing to his credit in the Fund on the date of transfer shall be transferred to his credit in the Fund of such major port.

Provided that where the rules so require, the consent of the major port authority concerned shall be obtained.

**25. RELAXATION OF THE PROVISIONS AND REGULATIONS IN INDIVIDUAL CASES :**

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

**26. NUMBER OF ACCOUNT TO BE QUOTED AT THE TIME OF PAYMENT OF SUBSCRIPTIONS :**

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

**27. ADOPTION OF GOVERNMENT ORDERS :**

In applying the foregoing regulations and in respect of the matter not dealt with these regulations, the Central Government Civil Service regulations and the orders of the Central Government issued thereunder shall be followed in so far as they are not inconsistent with the provisions of these regulations, subject to such exceptions and modifications as the Board may from time to time determine.

**28. ANNUAL STATEMENT OF ACCOUNTS TO BE SUPPLIED TO SUBSCRIBER :**

(1) As soon as possible after the close of each year, the Accounts Officers shall send to each subscriber statement of his accounts in the Fund showing the opening balance as on the 1st April of that 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 Accounts Officer shall attach

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to the statement of account an enquiry whether the subscriber :-  
(a) desires to make any alterations in any nomination made under Regulation 6 or under the corresponding rule in force earlier;

(b) has acquired a family in cases 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 Accounts Officer within three months from the date of receipt of the statement by them, any inaccuracy or error in such statement.

(3) The Accounts Officer shall, if required by the 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. CENTRAL GOVERNMENT ORDERS/INSTRUCTIONS/RULES TO BE FOLLOWED IN THE APPLICATION OF THESE REGULATIONS:**

In applying the foregoing regulations and in respect of matters not dealt within these Regulations, the General Provident Fund (Central Services) Rules, 1960 and the orders/instructions of the Central Government issued thereunder from time to time shall be followed insofar as they are not inconsistent with the provisions in these Regulations, subject to such exceptions and modifications as the Board may from time to time determine.

**30. INTERPRETATION** : If any question arises relating to the interpretation of these regulations, it shall be decided by the Board.

**SCHEDULE**

**FIRST SCHEDULE (REG. NO.(6)**

**FORM OF NOMINATION**

**M.P.E**

**Account No.**

I .....hereby nominate the person(s) mentioned below who is/are members (s)/non-members of my family as defined in Regulation 2 of the (General Provident Fund) Regulations, 1964 to receive the amount that may stand to my credit in the Fund as indicated below, in the event of my death before the amount has become payable or having become payable has not been paid.

Name & full address of nominee(s)	Relation-ship with subscriber	Age of the nominee(s)	Share payable to each nominee	Contingencies on the happening of which thenomination will become invalid	Name, address & relationship of the person(s) if any to whom the right of nominee shall pass in the event of his/her predeceasing the sub-scriber.	If the nomi-nee is not a member of the family as provided in Reg. 2 indicate the reasons.
(1)	(2)	(3)	(4)	(5)	(6)	(7)

Dated this .....day of  
 20.....at .....  
 Signature of the subscriber.....

Name in Block Letters.....

Designation.....

Two witnesses to signature

Name and address

Signature

1. \_\_\_\_\_

2. \_\_\_\_\_

Space for use by the Head of Department.

Nomination by  
Shri/Smt./Kum.....Designation.....  
Date of receipt of  
nomination.....

Verified and forwarded to F.A. & C.A.O.      Signature of Head of  
Department.....

Designation.....

Date.....

**Space for use in FA & CAO's Office**

Date of receipt.....  
Verified and recorded  
Signature of authorized officer.....  
Designation.....  
Date.....

**Instructions for the subscriber**

- 
- (a) Your name may be filled in
  - (b) Name of the fund may be complete suitably.
  - (c) Definition of term "Family" as given in the Mormugao Port Employees' (General Provident Fund) Regulations, 1964 is reproduced below.  
Family means-
  - (i) In the case of a male subscriber, the wife or wives, parents, children, minor brothers, unmarried sisters, deceased son's widow and children and where no parent of the subscriber is alive, a paternal grandparent.  
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

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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 Accounts Officer that she shall continue to be so regarded.

(ii) In the case of a female subscriber, the husband, parents, children, minor brothers, unmarried sisters, deceased son's widow and children and where no parent of the subscriber is alive, a paternal grandparent.

Provided that if a subscriber by notice in writing to the Accounts Officer express his 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.

**NOTE** : Child means legitimate child and includes and adopted child where adoption is recognized by the personal law governing the subscriber or a ward under the Guardians and Wards Act, 1890 (8 of 1890) who lives with the employees and is treated as a member of the family and to whom the employee has, through a special will, given the same status as that of a natural born child.

(d)—Col.4. If only one person is nominated the word "in full" should be written against the nominee. If more than one person is nominated, the share payable to each nominee over the whole amount of the Provident Fund shall be specified.

(e)—Col.5. Death of the nominee (s) should not be mentioned as contingency in this column.

(f)—Col.6. Do not mention your name.

(g) Draw lines across the blank space last entry to prevent insertion of any name after you have signed.

### **ANNEXURE**

**Form of Bond of Indemnity for drawal of Provident Fund money due to the minor child/children of deceased Subscriber by a person other than his/their natural guardian (to the extent of Rs. 10,000).**

**(Vide NOTE-2 below Regulation 21)**

KNOW ALL MEN by these presents we (a)\_\_\_\_\_

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son/daughter/ wife of \_\_\_\_\_ (hereinafter called 'obligor') resident of \_\_\_\_\_ and (b) (1) \_\_\_\_\_ son/daughter/wife of \_\_\_\_\_ and resident of \_\_\_\_\_ and (b) (2) \_\_\_\_\_ son/daughter/wife of \_\_\_\_\_ and resident of \_\_\_\_\_ (hereinafter called the 'sureties'), Sureties on her/his their behalf are held firmly to the \*Board of Trustees of the Port of Mormugao \_\_\_\_\_ (hereinafter called the 'Board') in the sum of Rupees \_\_\_\_\_ (in words and figures) to be paid to the Board or his successors or assigns for which payment to be well and truly made, each of us severally binds himself and his heirs, executors, administrators and assigns and every two and all of us jointly bind ourselves and our respective heirs, executors, administrators and assigns firmly by these presents.

Signed this day of \_\_\_\_\_ One thousand nine hundred and \_\_\_\_\_.

WHEREAS (c) \_\_\_\_\_ was at the time of his death a subscriber to the General Provident Fund and Whereas the said (c) \_\_\_\_\_ died on the day of \_\_\_\_\_ one thousand nine hundred and \_\_\_\_\_ and a sum of Rupees \_\_\_\_\_ (in words and figures) payable by Board on account of his General Provident Fund accumulations AND WHEREAS the above bounden Obligor claim(s) # \_\_\_\_\_ the said sum on behalf of the minor child/children of the said (c) \_\_\_\_\_ but has/have not obtained a guardianship certificate.

AND WHEREAS the Obligor(s) has/have satisfied the (d) \_\_\_\_\_ (Office concerned) that he/she/they is/are entitled to the aforesaid sum and that it would cause undue delay and hardship if the claimant were required to produce a guardianship certificate and WHEREAS Board desire to pay the said sum to the claimant but under Board regulations and orders, it is necessary that the claimant should first execute a bond with two sureties to indemnify the Board against all claims to the amount so due as aforesaid to the said (c) \_\_\_\_\_ (deceased) before the said sum can be paid to the claimant which the obligor and at his/her request the sureties have agreed to do.

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NOW THE CONDITION of this bond is such that, if after payment has been made to the claimant, the Obligor or Sureties shall, in the event of a claim being made by any other persons against the Board with respect to the aforesaid sum of Rs. \_\_\_\_\_, refund to the Board the sum of Rupees. \_\_\_\_\_ and shall otherwise indemnify and keep the Board harmless and indemnified from all liabilities in respect of the aforesaid sum and all costs incurred in consequence of any claim thereto THEN the above written bond or obligations shall be void but otherwise the same shall remain in full force, effect and virtue. the Board have agreed to bear the stamp duty, if any, chargeable on these presents.

IN WITNESS WHEREOF the Obligor and the Surety/Sureties hereto have set and subscribed their respective hand hereunto on the day, month and year above written.

Signed by the above named 'Obligor' in the presence of

(1) .....

.....

(2) .....

.....

Signed by the above named 'Surety/Sureties'

(1) .....

.....

(2) .....

.....

In the presence of:

\_\_\_\_\_

(Name and designation of the witness)

Accepted for and on behalf of the Board by

\_\_\_\_\_

(Name and designation of the Officer)

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directed and authorised to accept the  
bond for and on behalf of the Board.)

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(a) Full name of claimant(s) with place(s) of residence.

(b) Name and address of the sureties.

(c) Name of the deceased.

(d) Name and designation of the Officer.

\* Strike out words not required.

# Here insert “to be entitled to” or “as guardian”, as the case may be.

**FOOT NOTE:**

**The Principal Regulations were published in the Gazette of India vide GSR  
No. 966 dated 1/7/64.**

**Subsequent Amendments:**

**(1) 7 PE (4)/68 of 10/6/68**

**(2) 7 PE (30)/73 of 23/8/73**

**(3) G.S.R. No. 547 (E) dated 28/11/1996**

**(4) G.S.R. No. 289(E) dated 24/4/2001**

**Central Government sanction No. PR-12016/36/95-PF-1 dated 28/11/96  
published in the Gazette of India dated 28/11/96 under GSR No. 547 (E)**