

# HVPNL EMPLOYEES PROVIDENT FUND TRUST RULES

The Board of Trustees of HVPNL Employees Provident Fund Trust hereby adopt the following General Provident Fund Rules notified by the Haryana Govt vide its notification No. 4/4(2)2003-2FR dated 9<sup>th</sup> May, 2006., namely :-

**Short title and commencement**

1. (1) These rules may be called the HVPNL Employees Provident Fund GPF Rules, 2006.
- (2) They shall come into force at once.

**1.2. Application and effect of rules.**

2. (1) Except as otherwise provided, these rules shall apply to all the categories of employees who are under the administrative control of the HVPNL/UHBVN/DHBVN (employees of HVPNL and those who are appointed in UHBVNL&DHBVNL before the bifurcation of UHBVNL&DHBVNL i.e. upto (30-06-1999)

(2) These rules shall not apply to the following categories:-

- (i) employees working on contract basis;
- (ii) employees working on ad-hoc basis;
- (iii) work-charged employees;
- (iv) daily wages employees;
- (v) employees working as apprentices;
- (vi) any other category of employee to whom the competent authority may by general or special order, direct that these rules shall not apply to them.

(3) Nothing in these rules shall be deemed to have the effect of terminating the existence of the Provident Fund as heretofore, or of constituting any new fund.

**Definitions.**

3. (1) In these rules unless the context otherwise requires,-
  - (i) **“Chief Accounts Officer”** means the Head of Office of Chief Accounts Officer, HVPNL, Panchkula
  - (ii) **“Administrative Department”** means administrative departments of the Haryana Power Utilities.
  - (iii) **“Child”** means a legitimate child and includes an adopted child, where adoption is recognized by the personal law governing the subscriber or a ward under the Guardians and Wards Act, 1890. In a case in which a person has given a child in adoption to another person and if, under the personal law of the adopter, adoption is legally recognized as conferring the status of a natural child, such a child should, for the purpose of these rules, be considered as excluded from the family of the natural father.

- (iv) **“competent authority”** in relation to the exercise of any power under these rules means the Administrative Department concerned of Power Utilities acting or any other authority to which such powers may be delegated by or under these rules. A list of such authorities is given in Annexure-I;
- (v) **“dependent”** means any of the relatives of a subscriber in a fund, namely, a wife, husband, parent, child, minor brother, unmarried sister and a deceased son’s widow and child and where no parent of subscriber is alive then paternal grand-parent;
- (vi) **“family”** means,-
- (a) in the case of **a male subscriber**, the wife (or wives where permissible under personal law), children, widow (or widows where permissible under personal law) and children of a deceased son(s) of the subscriber and also includes parents, unmarried sisters and minor brothers of an unmarried subscriber:
- Provided that if a subscriber proves that his wife has been judicially separated from him or has ceased under the customary law of the community to which she belongs to be entitled to maintenance, she shall henceforth be deemed to be no longer a member of the subscriber’s family in matters to which these rules relate, unless the subscriber subsequently intimates by express notice in writing to the Chief Accounts Officer, HVPNL, Panchkula that she shall continue to be so regarded;
- (b) In the case of **a female subscriber**, the husband and the children of a subscriber, widow (or widows where permissible under personal law) and children of a deceased son(s) of a subscriber and also includes parents, unmarried sisters and minor brothers of an unmarried subscriber:
- Provided that if a subscriber by notice in writing to the Chief Accounts Officer, HVPNL, Panchkula 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 rules relate, unless the subscriber subsequently cancels by express notice in writing to Chief Accounts Officer, HVPNL, Panchkula through her Head of Office.
- (vii) **“first appointment”** means the appointment of a person not at the time of appointment holding any appointment under

Nigam/Government, even though he may have previously held such an appointment.

- (viii) **“foreign service”** means service in which a Nigam employee receives his pay with the sanction of Nigam from any source other than the Consolidated Fund of India or the Consolidated Fund of State.
- (ix) **“Fund”** means HVPNL EMPLOYEES PF TRUST of HVPNL/UHBNL/DHBNL employees.”
- (x) **“Government”** means the Haryana Government in the Administrative Department.
- (xi) **“Head of Department”** means the authority declared to be as such by the Board of HVPNL Employees PF Trustees.
- (xii) **“Head of Office”** means the authority declared to be as such by Board of HVPNL Employees PF Trustees.
- (xiii) **“leave”** means any kind of leave recognized by the Civil Services Rules applicable to HVPNL Employees PF Trustees employees.
- (xvi) **“leave salary”** means the monthly amount paid in lieu of pay to a employee while on leave.
- (xv) **“nominee”** means the person(s) conferred upon the right to receive the amount at credit in the account of the subscriber after his death.
- (xvi) **“Pay”** means basic pay drawn monthly in the scale by the subscriber. It also includes dearness pay, special pay and personal pay.
- (xvii) **“quitting service”** means and includes retirement, dismissal, removal, resignation, retrenchment from service, disappearance, death and absorption to bodies under the control of Central/ State Government(s).
- (xviii) **“subscriber”** means the member of the Fund.
- (xxi) **“subsistence allowance”** means a monthly allowance paid to a employee under suspension who is not in receipt of pay or leave salary.
- (xx) **“Year”** means a financial year i.e. commencing on 1<sup>st</sup> April of any year and ending on 31<sup>st</sup> March of the succeeding year.

(2) Words and expressions used in these rules but not defined shall have the same meaning as assigned to them respectively in the Provident Funds Act, 1925 (Act XIX of 1925), as reproduced in Appendix A.

**Constitution of the fund.**

**4.** (1) The fund shall be maintained in India in rupees.

**Conditions of eligibility.**

**5.** (1) All temporary employees (employees of HVPNL and those who are

appointed in UHBVNL&DHBVNL before the bifurcation of Nigam i.e upto (30-06-1999) (including all probationers and all re-employed pensioners) and all permanent employees shall subscribe to the Fund. Probationers shall be treated as temporary employees for the purpose of this rule. They shall subscribe to the fund immediately on joining service after obtaining Provident Fund account number. The subscription shall commence from the month following the month during which the Provident Fund account number is received in the office. A subscriber, who is re-employed without break other than on contract basis shall continue to subscribe to his existing Fund account immediately after re-employment.

(2) In the case of an employee appointed on transfer or otherwise to a post under Haryana Government from service of another State Government or from the Central Government shall subscribe to the Fund on joining the post in the Nigam after obtaining the Provident Fund account number. The amount already standing to his credit in the previous employment may not be transferred to the new Provident Fund account number by his previous employer with the written consent of the employee concerned.

(3) In the case of an employee appointed on transfer or otherwise to a post under Nigam from service of Boards and Corporations controlled by Haryana/other State Government or Central Government shall subscribe to the Fund on joining the post in the Nigam after obtaining the Provident Fund account number. The amount already standing to his credit in the previous employment may not be transferred to the new Provident Fund account number by his previous employer with the written consent of the employee concerned.

(4) In the case of an employee Nigam is transferred/absorbed to a post under Central Government/any other State Government or Boards and Corporations controlled by them, the amount already standing to his credit in the Provident Fund Account of Haryana State may be transferred to the new employer with the consent of the new employer and employee concerned.

(5) In the case of an employee of Haryana Government is absorbed to a post under Boards and Corporations controlled by Haryana State, the amount standing to his credit in the Provident Fund account of Nigam shall be transferred to the concerned Board and Corporation with the consent of the new employer and employee concerned.

**Allotment of  
Provident  
Fund  
account  
number.**

6. (1) Every employee on joining in the Nigam shall require to submit an application for admission to Provident Fund in triplicate in the prescribed application form No. P.F.1 (Annexure A)

(2) The application form as mentioned in sub-rule (1) shall accompany the nomination form in triplicate in P.F.2 (Annexure B).

(3) The Head of Office (Field) shall retain the application along with nomination form in duplicate and request CAO(GPF), HVPNL for allotment of Provident Fund account Series.

(4) In case of Gazzetted and Non Gazzetted staff posted at Head quarter, the CAO (GPF), HVPNL, Panchkula shall allot the Provident Fund account number and also return the second copy of application form indicating Provident Fund account number thereon to the concerned DDO.

(5) The Head of Office/DDO, on receipt of the Provident Fund account number shall record the same on the first page of the employee's service book. Necessary entry of contents of nomination shall also be recorded in the service book.

**Nomination.**

7(1) A subscriber shall, at the time of joining the Fund, send to the CAO (GPF) HVPNL through the Head of Office, 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 a nomination made by a Muhammadan subscriber in favour of his adopted child should not be accepted, as adoption is not recognized in Muhammadan Law

(2) If a subscriber nominates more than one person under sub-rule (1), he shall specify in the nomination the 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 made in Form No. P.F.2 (Annexure B).

(4) A subscriber may at any time cancel/revise a nomination by sending a notice in writing to the CAO (GPF), HVPNL, through Head of Office, keeping in view the conditions mentioned in sub-rule (1) above. The subscriber shall, along with such notice or separately, send a fresh nomination, through Head of Office, in accordance with the provisions of this rule. If the subscriber fails to furnish a fresh nomination and the Provident Fund deposit becomes payable as a result of death of the subscriber, the payment shall be made in accordance with the rules of the Fund as if no valid nomination subsists.

(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 on 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 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.

in respect of any specified nominee, that in the event of his predeceasing the subscriber, the right conferred upon that nominee shall pass on 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.

- (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-rule (5) or on the occurrence of any event by reason of which the nomination becomes invalid in pursuance of clause (b) of sub-rule (5) or the proviso thereto, the subscriber shall send to the Chief Accounts Officer, HVPNL, Panchkula through his Head of Office, a notice in writing canceling the nomination together with a fresh nomination made in accordance with the provision of this rule.

That the nomination shall become invalid in the event of the happening of a contingency specified therein:

- (7) Every nomination made, and every notice of cancellation given by a subscriber shall, to the extent that it is valid, takes effect on the date on which it is received by the Head of Office.

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:

- (8) Nomination made while in service can be revised even after retirement by the subscriber so long as the amount remains unpaid:

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.

Provided that the revised nomination is made in accordance with the provisions of the relevant rules.

- (9) Nominee facing trial for the murder of the subscriber may be denied payment till the decision of the court. If on the conclusion of the criminal proceedings, the person concerned is acquitted of the charge of murdering or abetting in the murder of the subscriber, his share shall be paid to him. If the nominee is convicted for the murder or abetting in the murder of the subscriber,

he shall stand debarred from receiving his share which shall be payable to other nominees or eligible members of the family or legal heir(s) of the subscriber, as per provisions of these rules.

(10) The payment of Fund money in accordance with the nomination earns a valid discharge for the Government 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 shall be complied with.

(11) If a subscriber dies having no family member and valid nomination then the payment shall be made to the claimant on production of succession certificate from the court of law.

**Subscriber's account.** 8. An account shall be opened in the name of each subscriber in the office of the Chief Accounts Officer (GPF), HVPNL, Panchkula, in which shall be shown–

- (i) his subscriptions;
- (ii) interest, as provided by rule-12, on subscriptions;
- (iii) advances and withdrawals from the Fund; and
- (iv) recoveries of advances.

**Conditions of subscription** 9. (1) A subscriber shall subscribe monthly to the Fund except during the period of 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:

Provided further that a subscriber on reinstatement with full pay and allowances after a period passed under suspension shall be required to pay the arrear of subscription in one instalment from his arrears.

(2) The subscriber shall intimate to his Head of Office regarding his election not to subscribe during the leave referred to in the first proviso of sub- rule (1). Failure to make due and timely intimation shall be deemed to constitute an election to subscribe.

(3) The option of a subscriber intimated under sub-rule (2) above shall be final.

(4) When a subscriber is transferred to foreign service or sent on deputation within India or 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

(5) If any subscriber, who is transferred from one Office to another Office within the Nigam, he shall continue to subscribe to the same Provident Fund account number.

(6) The subscription to Fund shall be stopped six months prior to retirement on superannuation

**Rates of  
subscription**

**10.** (1) The amount of subscription shall be fixed each year by the subscriber himself, subject to the following conditions: -

(a) it shall be expressed in whole rupees;

(b) it may be any sum, so expressed not less than 8% of his pay, leave salary equal to full pay and not more than his pay, leave salary equal to full pay.

(2) The subscription as mentioned in sub-rule (1) will be fixed by the subscriber and intimated to the Head of Office by taking into consideration the following conditions:—

(a) in the case of a subscriber who was in Government service on the 31<sup>st</sup> March of the preceding year, the pay, leave salary equal to full pay on that day;

(b) if the subscriber was on leave other than on full pay on the said date and elected not to subscribe during such leave or was under suspension on the said date, his pay shall be the pay to which he was entitled on the first day after his return to duty;

(c) if the subscriber was on deputation out of India on the said date, his pay shall be the pay to which he would have been entitled had he been on duty in India;

(d) if the subscriber who was not in Nigam service on the 31<sup>st</sup> March of the

preceding year, the pay to which he is entitled on the day he joins the Fund;

(e) if the subscriber joined the Fund for the first time, his pay shall be the pay to which he was entitled on the date of joining the Fund;

(f) if the subscriber was on foreign service on the 31<sup>st</sup> March of the preceding year, by the amount credited by him into the treasury on account of subscription for the month of April in the current year.

(3) The amount of subscription so fixed shall not be varied due to increase or decrease in pay during the financial year subject to the condition that the subscriber will be at liberty to -

(a) reduce the subscription once at any time during the course of the year;

(b) enhance the subscription twice during the course of the year:

Provided that when the amount of subscription is increased, it shall not be more than the pay or leave salary on full pay and when it is reduced, it shall not be less than the minimum subscription prescribed in sub-rule (1).

(4) If the subscriber is on duty for part of a month and on leave other than on full pay for the remainder of that month then the subscription shall not be made for that month.

(5) If a subscriber dies during the course of a month, no subscription shall be made for that month.

**Realisation  
of  
subscription**

11. (1) When pay of the subscriber is drawn from a Government treasury in India/Haryana, recovery of subscription shall be made from his pay bills.

(2) In the case of a subscriber on foreign service to a body corporate, owned or controlled by Central or State Government, the subscription shall be recovered and forwarded to the CAO(GPF), HVPNL, Panchkula by such body through Demand Draft/Local Cheque payable at Panchkula/Chandigarh

**Interest.**

12. (1) Subject to the provisions of sub-rule (6), Nigam shall pay to the credit of the

account of a subscriber interest at such rate as may be determined for each year according to the method prescribed from time to time by the Government/Nigam.

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

- (i) on the amount at 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 subscriber's account after the last day of the preceding 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, 50 paise counting as the next higher rupee.

An illustration in this regard is given at Annexure 'J' for ready reference.

(3) When the amount standing at the credit of subscriber has become payable, interest shall thereupon be credited under sub-rule (2) from the beginning of the current year upto the date on which the amount standing at the credit of the subscriber became payable.

(4) The date of deposit shall, in the case of a recovery from pay, 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/borrowing agency shall be deemed to be the first day of the month of receipt, received by CAO (GPF), HVPNL upto the tenth day of that month, but if it is received after the tenth day of that month then the first day of the succeeding month:

Provided that when the amount standing to the credit of a subscriber has become payable, interest shall thereupon be credited under this rule 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 became payable:

Provided further that in the case of an amount forwarded to the CAO (GPF), HVPNL of a subscriber on deputation by such body, the date of deposit shall be deemed to be the first day of the month, if it is received by the CAO(GPF), HVPNL upto the 10<sup>th</sup> of that month:

Provided further that where the pay for a month is 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.

Provided further that the lump sum subscription recovered from a subscriber on his reinstatement with full pay and allowances, after a period passed under suspension, will be treated the subscription of the month in which it has been deposited in accounts of Nigam.

(5) Payment of interest on the fund balance upto the period of six months after the month of quitting service may be made by the CAO(GPF), HVPNL. For this purpose the period of six months should be counted after excluding the immediately succeeding month i.e. to say, when a subscriber's last day of quitting service is in the month of May, the period of six months should be computed from July to December and not from June to November. The interest shall be allowed upto the preceding month if the authority is issued upto 15<sup>th</sup> of the month and the interest shall also be payable for that month in case the authority is issued after 15<sup>th</sup> and the same shall be made payable on or after the first of the succeeding month. The interest beyond a period of six months shall be authorized as under:-

- (a) The Head of Department upto a period of two years after fully satisfying that the delay in payment was occasioned by the 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 by an officer not below the rank of Group A and action, if any required, be taken.
- (b) The HVPNL Employees PF Trustees upto any period after fully satisfying that the delay in payment was occasioned by the 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 by an officer not below the rank of Group A and action, if any required, be

taken.

- (c) However, if a Court orders that the interest be paid to the subscriber for the delayed period of payment and the court orders have attained finality or it has been opined by the competent legal authority that the case is not fit for appeal, the payment of interest may, after recording the reasons in writing, be made to the subscriber and action, if any required, taken as per clauses (a) and (b) of this sub-rule to avoid further accumulation and payment of interest.

(6) Interest shall not be credited to the account of a subscriber if he informs the CAO(GPF), HVPNL through his Head of Office that he does not wish to receive it; but if he subsequently asks for interest, it shall be credited with effect from the first day of the year in which he asks for it.

(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 the drawal, the overdrawn amount, irrespective of whether the over drawal occurred in the course of an advance or a withdrawal or the final payment from the Fund, shall be repaid by him with interest thereon in lump sum and in default, be ordered to be recovered, by deduction in lump sum, from the pay of the subscriber. If the total amount to be recovered is more than half of the subscriber's pay, recoveries shall be made in monthly installments not exceeding 1/3<sup>rd</sup> of his pay till the entire amount together with interest is recovered. The overdrawn amount along with interest in the case of final payment shall be recovered from the pending dues of the employee, gratuity or leave encashment, if unpaid, otherwise consent of the retiree may be obtained for recovery from his pension. If the consent is not given by the retiree then recovery shall be effected through the court of law, if necessary. The rate of interest to be charged for this sub-rule on overdrawn amount would be 2½% over and above the normal rate of interest admissible on Provident Fund amount for the relevant year(s). The interest realized on the overdrawn amount shall be credited to Income Head of accounts, Besides responsibility should be fixed and action taken against the erring officials certifying excess amount in Provident Fund subscription etc. However, if the Provident Fund statement issued by CAO (GPF), HVPNL shows excess amount in the credit of the employee, the matter may be brought to the notice of CAO(GPF), HVPNL by concerned office.

(8) When a subscriber is dismissed/removed from the service of Nigam but has appealed against his dismissal/removal, the balance at his credit in the Fund shall

not be paid to him until final orders confirming the decision are passed on his appeal. Interest shall, however, be paid upto the preceding month in which such orders have been passed but the date of quitting the service shall be reckoned, the day on which the final orders are passed.

(9) No interest shall be allowed on the amount recovered on account of the subscriptions to the Fund in excess of the maximum limit prescribed in these rules.

(10) In respect of persons found absconding/disappearing leaving the family, the family may be paid interest upto six months succeeding the month in which a report has been obtained by the family from the Police Department that the employee has not been traced after all efforts made by the Police:

Provided that the family/nominee submits application in the prescribed form for final payment of Provident Fund amount within one month from the date of receipt of the said report from the Police Department. If the family/nominee does not submit the application within one month or submit incomplete application in any respect then the family/nominee shall not be entitled to the interest for the delayed period (the fraction of a month shall be construed as full month) of submission of application for final payment.

(11) When a subscriber retires on the last day of a month, the period of six months should be counted after excluding the immediately succeeding month, i.e. to say, for instance, when a subscriber's last day of service is the 31<sup>st</sup> of May, the period of six months should be computed from July to December and not from June to November.

(12) In the case of subscriber, who dies in the forenoon on the last day of a month before retirement, he should be deemed to have quit the service the following day as according to financial rules the pay and allowance can be drawn for the day of the Government employee's death even though he may have died in the forenoon of that day. Therefore, in all such cases the period of six months should be reckoned from the second month following the month in which the subscriber dies:

Provided that the family/nominee submits application in the prescribed form for final payment of Provident Fund amount within one month from the date of the death of the employee. If the family/nominee does not submit the application within one month or submit incomplete application in any respect then the family/nominee shall not be entitled to the interest for the delayed period (the fraction of a month shall be construed as full month) of submission of application for final payment.

(13) In case of quitting service, the final Provident Fund balance of the

subscriber along with interest is to be paid in accordance with the provisions of sub-rule (5) of this rule but the subscriber shall have to apply for final payment in the prescribed form within one month of quitting service. The final payment shall be made to the subscriber within two months from the date of submission of application complete in all respects to the CAO(GPF), HVPNL and the interest shall be admissible upto the preceding month in which the final payment is made. If the subscriber does not submit the application within one month from the date of quitting service or submit incomplete application then he will not be entitled to the interest for the delayed period (the fraction of month shall be construed as full month) of submission of application for final payment.

(14) In case of retirement on superannuation or other than on superannuation, the final Provident Fund balance of the subscriber is to be paid in accordance with the provisions of sub-rule (5) of this rule but the subscriber shall have to apply for the final payment in the prescribed form within one month from the date of retirement. The final payment shall be made to the subscriber within two months from the date of submission of application complete in all respects to the CAO(GPF), HVPNL and the interest shall be admissible upto the preceding month in which the final payment is made. If the subscriber does not submit the application within one month from the date of retirement or submit incomplete application in any respect then he will not be entitled to the interest for the delayed period (the fraction of month shall be construed as full month) of submission of application for final payment. These provisions will also apply to the subscriber retiring on superannuation, who applies for the final payment after the date of retirement.

(15) The amount of Interest earned on the GPF accumulations by the subscribers after the date of quitting the service is subject to deduction of Income Tax at source at the prevailing rates as prescribed in the Income Tax Act, 1961.

**General principles for the grant of advance.**

13. (1) The Fund is designed solely for the protection of a subscriber's family against his sudden death, or, if he survives until retirement, to provide both him and the family with additional resources in old age. Anything, which interferes with a subscriber's normal accumulations, detracts from these purposes and tends to defeat the true object of the fund. Rule 15 merely permits an advance and wholly exceptional departure from the real purposes of the scheme, and unless it is strictly interpreted, there is a danger that subscribers will come to regard the Fund as an ordinary banking account, the existence of which absolves them from the necessity of providing for the normal incidents of life with the prudence which a private individual would exercise. The inevitable result, if this tendency is countenanced, will

be to discourage thrift, and to leave the subscriber with a depleted account at the time when it ought to be most helpful to him or his family. Sanctioning authorities ought, therefore, to have no hesitation in resisting any attempt to use the Fund as a cheap loan account, and in enforcing the altogether exceptional character of rule 15 as a provision to meet urgent needs which would not ordinarily have been anticipated. Every prudent married man, for example, should be prepared to meet a certain demand upon his resources on account of doctor's bills, and it is only when the burden is exceptionally prolonged, or the necessity usually grave and sudden, that he ought to think of making use of the Fund for this object.

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

(3) All sanctioning authorities, while sanctioning advance from Fund shall take into consideration the date of retirement of subscriber and fix the number of installments, in such a manner that it is possible to recover the entire amount of the advance before six months of actual retirement. No advance shall be sanctioned in the remaining period of six months of retirement.

***Drawal from fund.*** 14. Drawal from Fund may be admissible in the shape of advances, withdrawals and final payment explained as under: -

(i) "advance" means the amount sanctioned to a subscriber as a refundable advance for any of the purposes mentioned in rule 15 and as per conditions mentioned in rule 16 and the amount so advanced to be refunded in monthly instalments as fixed by the sanctioning authority.

(ii) "withdrawal" means the amount sanctioned to a subscriber as non-refundable advance for any of the purposes mentioned in rule 18 and as per conditions mentioned in rule 19 to rule 23. The amount so sanctioned is not required to be refunded by the subscriber.

(iii) "final payment" means the amount finally payable to a subscriber as a final settlement of accumulations standing in the accounts of the subscriber as

mentioned in rule 24 i.e. on quitting service, on retirement or on death while in service or disappearance.

**Purposes  
for grant of  
advance.**

**15.** The Head of Office is appropriate sanctioning authority as shown in Annexure I to sanction the advance for the following purposes :-

- (1) 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;
- (2) to meet the cost of higher education including where necessary, the travelling expenses of the subscriber and member of his family or any person actually dependent on him in the following cases:-
  - (a) for education outside India for academic, technical, professional or vocational course beyond the High School stage; and
  - (b) for any medical, engineering or other technical or specialized course in India beyond the High School stage, provided that the course of study is not less than two years;
  - (c) for attending coaching courses conducted by Government or by an approved institute for entry into professional courses, administrative or defence services in Government of India or in any State Government.
- (3) to pay obligatory expenses on a scale appropriate to the subscriber's status which by customary usage, the subscriber has to incur once in life in connection with betrothal, marriages, funerals or other ceremonies of the members of his family or any person actually dependent on him. The marriage also includes self marriage of the subscriber; and shall not include any personal religious ceremonies performed occasionally such as Jagran, Akhand paath, Ramayana Paath, Birthday and Marriage anniversary etc.
- (4) to meet the cost of legal proceedings instituted by or against the subscriber, any member of his family or any person actually dependent on him;
- (5) to meet the cost of the subscriber's defence where he engages a legal practitioner to defend himself in an enquiry in respect of any alleged official misconduct on his part;

(6) to purchase house-hold items such as television, video cassette recorder / video cassette player, washing machines, cooking range, geysers, solar heater, solar energy generation set, invertors and computers etc.

**Conditions  
for sanction  
of advance.**

**16.** (1) The subscriber may be sanctioned an amount not exceeding six months pay or 50% of credit in the Fund, whichever is less, for the purposes mentioned at clauses (1) to (5) and six months of pay or 50% of credit in the Fund or actual cost of items not exceeding Rs. 20,000/-, whichever is least, for the purpose mentioned at clause (6) in rule 15.

(2) The subscriber shall be sanctioned only one advance at a time, from the Fund, for any of the purposes as given in rule-15.

(3) In case the first advance has not been availed of to the extent of permissible limits, the second advance may be granted after the expiry of a period of six months from the date of withdrawal of first advance by the same sanctioning authority to the extent of difference of amount of admissibility and sanction of first advance.

(4) Further advance shall not be granted unless and until repayment of the last instalment of any previous advance is effected.

(5) All persons on deputation/foreign service from Nigam's Departments shall continue to be governed by the rules of their respective parent department during the period of deputation. Therefore, the respective parent department will be the sanctioning authority for the grant of advance under this rule.

(6) The advance shall not be admissible to the subscriber simultaneously for the same purpose for which he has obtained withdrawal under rule 18.

(7) The subscriber may be granted advance from the Fund even after incurring of expenditure, if he applies for grant of advance within a reasonable time of two months.

(8) The advance may be sanctioned to the employee under suspension or on extraordinary leave. The admissibility of amount of advance shall be calculated on the basis of pay, the employee was drawing immediately before suspension/extraordinary leave.

(9) The advance for education purpose will be admissible to the subscriber for approved institutions or institutions run by the State Government including

Government of India or any other State Government/Union Territory for the approved courses as mentioned in Appendix B.

(10) The advance shall not be sanctioned for the marriage of child/children before their attaining the age of 21 years in the case of son and 18 years in the case of daughter or any other female dependent.

(11) The advance shall not be sanctioned to the subscriber for the purpose mentioned in clause (4) of rule 15, who institutes legal proceedings against the Government in any court of law.

(12) The subscriber, who has submitted the application for final withdrawal and the same has been forwarded to CAO(GPF), HVPNL, Panchkula and further applies for any advance from the Fund for the purposes mentioned in clauses (1) to (6) of rule 15, shall be sanctioned advance only on receipt of prior concurrence from the CAO(GPF), HVPNL, who will arrange the same, as soon as possible.

(13) The subscriber shall utilize the advance within one month and also submit the utilization certificate accordingly. In case of non-submission of utilization certificate or mis utilization of advance, action shall be taken as per provisions of rule 26.

(14) The advance in the case of Head of Office shall be sanctioned by the next higher authority.

**Recovery of advance (s).**

**17.** (1) 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 and more than thirty-six. However, the subscriber may opt for recovery of advance in less than twelve installments. The sanctioning authority may fix the number of installments in such a manner that the advance is fully recovered six months prior to the date of retirement of the subscriber.

(2) Recovery shall commence from the month following the month in which the advance was drawn and the same will be credited in the subscriber's account. The subscriber may at his option repay more than one installment in a month.

(3) Recovery shall not be made except with the subscriber's written consent while he is in receipt of subsistence allowance. However, the same may be recovered in lump sum from his arrears on his reinstatement, if he is paid full pay and allowances.

(4) The recovery shall not be made from the subscriber, if he is on leave which either does not carry any leave salary or carries leave salary equal to or less than half pay. However, the recoveries can be made with the consent of the subscriber.

(5) If the second advance has been granted to a subscriber under sub-rule (3) of rule 16, the same should be treated separately for the purpose of recovery.

**Purposes  
for  
withdrawal.**

**18.** Except as otherwise provided, the Head of Department is the appropriate sanctioning authority to sanction the withdrawal for the following purposes: -

- (1) building or acquiring a suitable house or built-up flat for the residence of the subscriber including the cost of the site or any payment towards allotment of a plot or flat by Housing Board, a House Building Society and any Development Agency approved by the State Government or Government of India or any other State Government/Union Territory ;
- (2) acquiring a built-up house/flat for residential purposes from open market through authorized agents;
- (3) repaying an outstanding amount on account of loan expressly taken for building or acquiring a suitable house or built-up flat for the residence of the subscriber;
- (4) purchasing a house-site for building a house thereon for the residence of the subscriber or repaying any outstanding amount on account of loan expressly taken by the subscriber for this purpose;
- (5) reconstructing or making additions or alterations to a house or a flat already owned or acquired by a subscriber ;
- (6) renovating, additions or alterations or upkeep of the ancestral house or a house built with the assistance or loan from Government ;
- (7) for acquiring or building commercial/industrial establishment or establishing business for settlement of unemployed children ;
- (8) meeting the cost of higher education of any child of the subscriber ;
- (9) meeting the expenditure in connection with the marriage of the subscriber's daughter(s) or any other female relation actually dependent on the subscriber ;
- (10) meeting the expenditure in connection with the marriage of subscriber's son(s);
- (11) meeting the expenditure in connection with self marriage of subscriber;

- (12) to purchase motor vehicle(s) i.e. Motor car and Motor cycle or scooter or moped ;
- (13) 90% withdrawal within one year before retirement on superannuation.

NOTE: -The subscriber, who has submitted the application for final withdrawal and the same has been forwarded to CAO(GPF), HVPNL and further applies for any withdrawal from the Fund for the purposes mentioned in clauses (1) to (13), shall be sanctioned withdrawal only on receipt of prior concurrence from the CAO(GPF), HVPNL, who will arrange the same, as soon as possible.

**Conditions  
for  
withdrawal  
for house  
building.**

**19.** (1) The application complete in all respects shall be submitted to the Head of Department keeping in view the conditions prescribed against each withdrawal from the Fund for the purposes mentioned in clauses (1) to (7) of rule 18. However, only one withdrawal shall be allowed for the same purpose during entire service career. The objects as mentioned in clauses (1) to (4) of rule 18 shall be treated as the same purpose for which withdrawal can be allowed upto 90% at the credit of subscriber or actual cost including registration charges, whichever is less, after completion of five years of regular service.

(2) While forwarding the proposal for sanctioning withdrawal from the Fund for any of the purposes mentioned in clauses (1) to (7) of rule 18, it shall be ensured that -

- (i) the subscriber has completed five years of regular service;
- (ii) the advance has been applied for the construction of a house on a plot of land already owned or acquired, the subscriber has undisputed title of ownership individually or jointly with his/her wife/husband to the land on which the house is to be constructed; or if the plot on which the house is to be constructed, is on lease, the terms of lease should be such as may entitle him/her to the grant of house building advance;
- (iii) in case of purchase of built up house from the open market, it should be free from all encumbrances;
- (iv) if the withdrawal has been applied for: -
  - (a) making additions and alterations to a house already owned or acquired; or
  - (b) repaying any outstanding amount of loan expressly taken for the purchase or reconstruction of a house or making additions and alterations to a house already owned or acquired, the subscriber has undisputed title to the land and/or house already owned or acquired, as the case may be, either individually or jointly with

his/her wife/husband;

- (v) where a subscriber has to pay in instalments for a site or a house or flat purchased, or a flat constructed through the Development Authorities, State Housing Board or a house building society approved by the State, he shall be permitted to make a withdrawal as and when he is called upon to make a payment in any number of instalments subject to the condition that the total amount of the advance does not exceed 90% of the amount standing to the credit of the subscriber in the Fund at the time of sanction of first instalment;
- (vi) if the house is to be constructed/reconstructed within the municipal limits of a city/town or any urban estate, the subscriber should also be required to produce attested copies of site plan along with estimates duly certified by architect(s) and if house is to be built in rural areas, the revenue authority will certify that the subscriber has undisputed title to the land/property and the same falls within 'Lal Dora' of the village. However, the subscriber will give the estimates along with site-plan duly certified by architect or approved building contractor or civil engineer ;
- (vii) a subscriber who has been permitted to withdraw money from the Fund, shall satisfy the sanctioning authority within a period of six months from the date of withdrawal 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 shall forthwith be repaid in lump sum and in default of such refund, it shall be ordered by the sanctioning authority to recover the same from his pay either in lump sum or in such number of monthly instalments, as may be determined by the sanctioning authority:

Provided that before repayment of a withdrawal is enforced under this sub-rule, the subscriber shall be given an opportunity to explain in writing within thirty days of the receipt of the communication why the repayment shall 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 thirty days, the sanctioning authority shall enforce the repayment and the subscriber shall also be debarred for five years as per provision of rule 26 for any type of withdrawal under clauses (1) to (7) of rule 18;
- (viii) for the purpose as given in clause (5) of rule 18, the withdrawal to the extent of 50% at the credit of the subscriber or estimated cost, whichever is less, shall be allowed to the subscriber after five years of the sanction of first withdrawal;

- (ix) for the purpose as given in clause (6) of rule 18, the withdrawal to the extent of 50% at the credit of the subscriber or estimated cost, whichever is less, shall be allowed to the subscriber after five years of service for upkeep of ancestral house in which the subscriber has the specific share and after ten years of first withdrawal under clause (viii) of this sub-rule;
- (x) the subscriber shall also be allowed a fresh withdrawal for the purposes mentioned in clauses (1) to (4) of rule 18 even if he had previously taken withdrawal from Provident Fund or loan from Nigam for the said purposes and intends to dispose off/discharged off the said built up house/flat/plot. The admissibility for fresh withdrawal shall be determined on the basis of total amount at the credit of the subscriber including the amount already withdrawn minus 10% of the amount so derived and the amount already taken on an earlier occasion as withdrawal from the current available balance in the Provident Fund:

Provided that the cost of the plot and the construction of house thereon or flat or built up house to be purchased is more than the sale proceeds of plot/flat/built up house including the withdrawal now required. The cost price also includes registration charges. The purchase on power of attorney shall not be considered for this purpose;

The amount of admissibility for fresh withdrawal shall be calculated as under: -

**ILLUSTRATION:** Mr. "X" had already taken withdrawal from Provident Fund amounting to Rs. 2 lac for the purchase of built up house/flat/plot. The present balance at the credit of the subscriber is Rs. 6 lac. Now he has applied for fresh withdrawal amounting to Rs. 3 lac for the purchase of another built up house/flat/plot at a cost of Rs. 6 lac after the disposal of earlier one at a cost of Rs. 3 lac.

	(Amount in Rs.)
1. Withdrawal taken earlier	2.00 lac
2. Credit in Provident Fund (presently)	6.00 lac
3. Total (1+2)	8.00 lac
4. 10% of Col. 3	0.80 lac
5. Withdrawal admissible (Col. 2 minus	5.20 lac
6. Deduct withdrawal already taken (Col. 1)	2.00 lac
7. Withdrawal now admissible (Col. 5 minus Col. 6)	3.20 lac

Mr. "X" can be sanctioned upto Rs. 3,20,000/- for the purposes mentioned in clauses

(i) to (iv) of sub-rule (2).

(xi) for the purpose as given in clause (7) of rule 18, the withdrawal to the extent of 50% at the credit of the subscriber shall be allowed for each child after completion of five years of regular service. The withdrawal shall be permissible only if the unemployed children including unmarried daughter have attained the age of eighteen years;

(xii) a subscriber who has been permitted under clauses (1) to (7) of rule 18 to withdraw money from the amount standing to his credit in the Fund, shall not part with the possession of the house built or acquired or house-site purchased with the money so withdrawn, whether by way of sale, mortgage (other than mortgage to the Governor), gift, exchange or otherwise, without the previous permission of the competent authority:

Provided that such permission shall not be necessary for –

(a) the house or house-site being leased for any term not exceeding three years; or

(b) its being mortgaged in favour of a Housing Board, Nationalized Banks, the Life Insurance Corporations or any other Corporation owned or controlled by the State Government including Government of India or any other State Government/Union Territory which advances loans for the construction of a new house or for making additions or alterations to an existing house or purchase of plot;

(xiii) the total withdrawal from the Fund including house-building advance taken from the Nigam shall not exceed Rs. 18 lac or as decided by the State Government/ HVPNL PF Trust from time to time for house building advance;

(xiv) the withdrawal in the case of Head of Department shall be sanctioned by the next higher authority.

**Conditions  
for  
withdrawal  
for higher  
education.**

**20.** The withdrawal under clause (8) of rule 18 shall be permitted to the extent of 75% of the amount at the credit of the subscriber or the actual amount required as per certificate from the concerned Institution, whichever is less, for each child for initial admission and 50% of the amount at the credit of the subscriber or actual amount required by the institution, whichever is less, for each child for subsequent academic years subject to the following conditions: -

(i) for education outside India for academic, technical, professional or vocational course beyond the High School stage; and for medical, engineering and other technical or specialized courses in India beyond the High School stage; provided that the course of study is not less than

two years duration;

- (ii) the withdrawal will be admissible in respect of courses approved by Government from time to time. The detail of approved courses is given in Appendix B;
- (iii) in case where payments are to be made on semester basis for subsequent years, the subscriber shall be allowed withdrawal twice in a year not exceeding of 25% of the amount standing at his credit or the estimated expenditure involved as certified by the concerned institution, whichever is less;
- (iv) the subscriber shall utilize the withdrawal within one month and also submit the utilization certificate accordingly;
- (v) any amount withdrawn from the Fund, which is found to be in excess of that actually required by the subscriber for the purpose, shall be repaid forthwith into the Fund;
- (vi) the withdrawal in the case of Head of Department shall be sanctioned by the next higher authority.

**Conditions  
for  
withdrawal  
for marriage.**

**21.** The withdrawal under clauses (9), (10) and (11) of rule 18 shall be permitted to the extent of 75% of the amount at the credit of the subscriber for the marriage of each daughter or any other female relation actually dependent on the subscriber; for each son of the subscriber and for self marriage of the subscriber subject to the following conditions:-

- (i) the age of the daughter or any other female dependent should not be less than 18 years and 21 years in the case of son. Necessary proof of age will be required to be given by the subscriber while applying advance for marriage of daughter/female dependent and son. The age of subscriber shall not be less than 18 years in the case of female and 21 years in the case of male for the purpose of self marriage;
- (ii) if two or more marriages are to be celebrated simultaneously, the amount admissible in respect of each marriage shall be determined as if the advances are sanctioned separately one after the other;
- (iii) in respect of the same marriage a subscriber may either withdraw the money under this rule or under rule 15;
- (iv) a subscriber who draws an advance under rule 15 may convert, at his discretion by written request addressed to the Head of office, the outstanding balance into a final withdrawal from the competent authority on his satisfying the conditions laid down in this rule;
- (v) the withdrawal may be allowed to a subscriber not earlier than three months preceding the month in which the marriage actually takes place;

- (vi) the subscriber shall furnish a certificate to the sanctioning authority within a period of one month from the date of marriage, or if he is on leave, within one month on return from leave that the money withdrawn had actually been utilized for the purpose for which it was intended. If the subscriber fails to furnish the requisite certificate or if the amount withdrawn is utilized for a purpose other than that for which sanction was given, the entire amount shall be repaid forthwith into the Fund in lump sum by the subscriber, and, if he fails to do so, it shall be ordered by the sanctioning authority to be recovered from his pay either in a lump sum or in such number of monthly instalments, as may be determined by such authority;
- (vii) the betrothal ceremony and marriage ceremony should be treated separately. The subscriber shall be permitted withdrawal from the Fund for the purpose of marriage though he had availed of advance under rule 15 for betrothal ceremony;
- (viii) the withdrawal in the case of Head of Department shall be sanctioned by the next higher authority.

**Conditions for withdrawal for purchase of motor vehicle(s).**

**22.** The withdrawal for the purchase of vehicle i.e. a motor car and motor cycle or scooter or moped, under clause (12) of rule 18 shall be allowed to the extent of 50% of the amount at the credit of the subscriber or the cost of the vehicle, whichever is less, subject to the following conditions: -

- (i) the pay of a subscriber should be Rs. 9750/- per mensem or more as decided by the Nigam from time to time in the case of withdrawal for the purchase of motor car. There is no condition of minimum pay for withdrawal for purchase of motorcycle or scooter or moped;
- (ii) the subscriber should have minimum 5 years regular service at his credit;
- (iii) the subscriber may be sanctioned withdrawal for the purchase of motor car and motorcycle or scooter or moped only once in service career;
- (iv) the subscriber may be sanctioned withdrawal from the Fund to the extent of difference of the cost of vehicle and the amount of loan taken from the Government for the same purpose;
- (v) the subscriber may also be allowed withdrawal from the Fund for repaying any loan expressly taken from the Nigam/Government or Bank for the purposes mentioned in clause (12) of rule 18;
- (vi) the withdrawal in the case of Head of Department shall be sanctioned by the next higher authority.

**Conditions for 90% withdrawal before retirement on superannuation.**

**23.** (1) The withdrawal under clause (13) of rule 18 shall be allowed to the subscriber within one year before the date of retirement on superannuation to the extent of 90% of the amount at the credit of the subscriber in the Fund without assigning any reason or purpose.

(2) The withdrawal in the case of Head of Department shall be sanctioned by the next higher authority.

**Final payment of accumulation.**

**24.** The accumulation of the subscriber in the Fund shall become finally payable in the event of his quitting service; on his retirement; on his death while in service, as per conditions given as under: -

**(1) ON QUITTING SERVICE-**

- (i) When a subscriber quits the service, the amount standing to his credit in the Fund shall become payable to him.
- (ii) In case a subscriber, who has been dismissed/removed from the service and is subsequently reinstated in the service shall repay any amount paid to him from the Fund along with interest thereon at the rate prescribed in rule 12. The amount so repaid shall be credited to his account in the Fund.
- (iii) When a subscriber quits the service from one department for taking appointment in another department under Haryana Government, it shall not be treated as quitting of the service.
- (iv) The retrenchment of the subscriber shall amount to quitting of service.

**(2) ON RETIREMENT-**

When a subscriber has been retired on superannuation or otherwise or permitted to retire, the amount standing to the credit of a subscriber shall become payable. The CAO(GPF), HVPNL shall authorize payment of that portion of the amount standing to the credit of a subscriber, in regard to which there is no dispute or doubt, before fifteen days of the retirement of the employee on superannuation and within three months in other cases, the balance be released as soon as possible.

**(3) ON DEATH OR DISAPPEARANCE-**

- (i) When a subscriber dies while in service, the amount standing to his

credit in the Fund shall become payable to the members of his family/nominee(s).

- (ii) When a subscriber disappears/absconds and his whereabouts are not known, the amount standing to his credit in the Fund shall become payable to the members of his/her family/nominee(s), after receipt of report of police that the employee is not traceable.

**(4) WHEN THE SUBSCRIBER LEAVES A FAMILY-**

- (i) If a nomination made by the subscriber in accordance with the provisions of rule 7 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.
- (ii) 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 the widow or widows and the child or children of a deceased son shall divide between them in equal parts only the share which that son would have received, If he had survived the subscriber.

**(5) WHEN THE SUBSCRIBER LEAVES NO FAMILY-**

When the subscriber leaves no family, if a nomination made by him in accordance with the provisions of rule 7 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. In case if a subscriber dies having no family member and valid nomination then the payment shall be made to the claimant(s) on production of succession certificate from the court of law.

**(6) STATUS OF POSTHUMOUS CHILD-**

Subscriber's posthumous child is a member of his family at the time of his death and if born alive, should be treated in the same way as surviving child born before the subscriber's death. If the existence of an unborn posthumous child is brought to the notice of the Disbursing Officer, the amount which will be due to the child in the event of its being born alive

should be retained and the balance be 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, the amount retained should be distributed among the family in accordance with the ordinary rules.

**(7) WHEN A SUBSCRIBER DISAPPEARS/ABSCONDS AND HIS WHEREABOUTS ARE NOT KNOWN-**

When any employee disappears leaving his family, the family can be paid in the first instance the amount of Provident Fund having regard to the nomination by the employee 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 made by the police;
- (ii) an Indemnity bond should be taken from the nominee/dependents of the employee that all payments will be adjusted against the payments due to the employee in case he appears on the scene and makes any claim;
- (iii) the family shall not be allowed any payment which is facing trial for the murder of the employee till the court's decision.

***Manner of payment.***

**25.** The payment from the Fund can be drawn by taking advance under rule 15, withdrawals under rule 18 and final payment under rule 24 in the following manner: -

**(1) ADVANCE-**

Advance from the Fund can be obtained for the purposes mentioned in rule 15 subject to the conditions prescribed in rule 16 in Form No. P.F.-3 (Annexure C). The competent authority shall issue a sanction in the proforma No. P.F.-7 (Annexure G) for drawal of the advance as per admissibility to the subscriber, a copy of which shall also be endorsed to the CAO(GPF), HVPNL. The competent authority shall categorically mention the number of instalments in which the advance is to be recovered. The amount from the Fund shall be drawn from the DDO as per their jurisdiction and the same will be disbursed to the subscriber. It shall be the responsibility of the Head of Office to recover the advanced amount as per sanction of the advance. The CAO(GPF), HVPNL will deduct the withdrawal from the Fund as per procedure followed in his office.

**(2) WITHDRAWAL-**

Withdrawal from the Fund can be obtained for the purposes mentioned in rule 18 subject to the conditions prescribed in rules 19, 20, 21, 22 and 23 in Form No. P.F.-4 (Annexure D). The subscriber shall apply to the Head of Office for any of the intended withdrawals, in the prescribed Form in duplicate. The Head of Office after scrutinizing the application shall forward

one copy of the same along with the supporting documents to the Head of Department, if he has not been delegated the powers of Head of the Department as mentioned in Annexure I to these rules. The Head of Department shall issue sanction in Form No. P.F.-8 (Annexure H) for the withdrawal from the Fund after satisfying the conditions and admissibility of the withdrawal, a copy of which shall also be endorsed to the concerned Head of Office and CAO(GPF), HVPNL. The amount from the Fund shall be drawn by the Head of Office from DDOs per their jurisdiction and the same will be disbursed to the subscriber. In case the withdrawal pertains to a subscriber working in the office of Head of Department, the withdrawal shall be made by that office. The CAO(GPF), HVPNL shall keep a proper note of the sanction for the withdrawal from the Fund as per procedure followed in his office.

### **(3) FINAL PAYMENT-**

- (i) The Head of Office after obtaining the application Form for final payment in application Form No. P.F.-5 (Annexure E) in duplicate from the subscriber, shall forward the same to the CAO(GPF), HVPNL six months in advance from the date of his retirement. The Head of Office shall also indicate the recovery to be effected against the advances which are still current and the number of instalments yet to be recovered and also indicate the withdrawal, if any, taken by the subscriber after the period covered by the last statement of the subscriber's account sent by the CAO(GPF), HVPNL. The CAO(GPF), HVPNL shall after verification with the ledger account, take necessary steps to issue the authority to the Head of Office or Treasury as per option of the subscriber, for the amount payable to him at least fifteen days before the date of superannuation, payable on the next working day of superannuation. The DDO shall allow the payment only after receipt of a copy of authorization issued by the CAO(GPF), HVPNL meant for DDO.
- (ii) In the case of death of the subscriber during service, the Head of Office shall get the application in Form No. P.F.-6 (Annexure F) for final payment of accumulation in Fund from the family members/nominee(s) of the subscriber for submission to the CAO(GPF), HVPNL immediately for initiation of action. The payment in the case of minor(s) shall be made through legal guardian, if the minor has no natural guardian alive. The other pre-requisites/formalities as mentioned in clause (i) of this sub-rule shall be completed and authorization be issued accordingly.

(iii) If the person to whom, under these rules, any amount is to be paid is a lunatic for whose estate a Manager has been appointed in this behalf under the Indian Lunacy Act, 1912 (Act IV of 1912), the payment 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 of sub-section (1) of section 95 of the Indian Lunacy Act, 1912 (Act IV of 1912), to the person having charge of such lunatic and the CAO(GPF), HVPNL shall pay only the amount which he thinks fit to the person having charge of the lunatic, if any, or such part thereof, as he thinks fit, shall be paid to him for maintenance.

(iv) Payments of the amount withdrawn shall be made in India only. The persons to whom the amounts are payable shall make their own arrangements to receive the payment in India.

**Misutilization  
of advance/  
withdrawal**

**26.** Notwithstanding anything contained in these rules, if the sanctioning authority has reason to doubt the money drawn as an advance or withdrawal from the Fund under rule 15 or 18 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 thirty days of the receipt of such communication by him whether the advance or withdrawal 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 thirty days, the sanctioning authority shall direct the subscriber to repay the amount in question to the Fund forthwith, or, in default, order the amount to be recovered by deduction in lump sum from the pay of the subscriber even if he be on leave. If, however, the total amount to be repaid be more than half the subscriber's pay, recoveries shall be made in monthly instalments, as may be determined by sanctioning authority not exceeding 1/3<sup>rd</sup> of his pay. The subscriber shall also be debarred, for a period of two years for taking any advance, and, for a period of five years for withdrawal from the Fund.

**Maintenance  
of Provident  
Fund**

**27.** (1) When paying a subscription in India, either by deduction from pay or in cash, a subscriber shall quote the number of his account in the Fund, which shall be communicated to him by the CAO(GPF), HVPNL. Any change in the

**accounts in  
the office of  
CAO (GPF),  
HVPNL.**

number shall similarly be communicated to the subscriber by CAO (GPF), HVPNL Panchkula.

**Issuance of  
annual  
Provident  
Fund  
statement.**

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

**28.** (1) As soon as possible, after the 31<sup>st</sup> March of each year, the CAO(GPF), HVPNL, Panchkula shall send to each subscriber a statement of his account in the Fund showing the opening balance as on the 1<sup>st</sup> April of the year, the total amount credited or debited during the year, the total amount of interest credited as on the 31<sup>st</sup> March of the year and the closing balance on that date. The CAO(GPF), HVPNL shall attach to the statement of accounts the date of birth of the employee concerned, if available in his office and an enquiry whether the subscriber: -

- (i) desires to make any alteration in any nomination made under rule 7; or
- (ii) has acquired a family in cases where the subscriber has made no nomination in favour of a member of his family under the first proviso to sub-rule (1) of rule 7.

(2) Subscribers should satisfy themselves as to the correctness of the annual statement and errors should be brought to the notice of the CAO/GPF, HVPNL within three months from the date of the receipt of the statement.

**Delegation.**

**29.** The Heads of Departments may re-delegate the powers delegated to them for sanctioning advances/withdrawals under these rules, on their own responsibility and subject to such restrictions, as they may like to impose, to any officer working at their headquarter /district / any other office(s).

**Relaxation  
of rules.**

**30.** When it is felt that the operation of any of these rules causes or is likely to cause undue hardship to a subscriber, the HVPNL Employees PF Trust, may notwithstanding anything contained in these rules, deal with the cases of such subscriber in such a manner as may appear just and equitable.

**Interpretatio  
n.**

**31.** If any question arises relating to the interpretation of these rules, it shall be referred to the HVPNL Employees PF Trust whose decision thereon shall be final.

**Chief Accounts Officer, HVPNL, Panchkula**

**ANNEXURE A**

**F O R M NO. PF-1**

**(see rule 6)**

**APPLICATION FOR ALLOTMENT OF PROVIDENT FUND ACCOUNT NUMBER**

**(To be submitted in triplicate)**

<b>Name of applicant &amp; Father/Husband name</b>	<b>Date of birth/Date of joining regular service</b>	<b>Designation and Official address</b>	<b>Nature of post held (i) On probation (ii) Temporary (iii) Permanent</b>	<b>Existing Scale and Basic pay per mensem</b>	<b>Rate of subscription per mensem</b>	<b>Whether the applicant has a family or not?</b>	<b>Account number to be allotted by CAO(GPF), HVPNL</b>
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>

Place \_\_\_\_\_ Date \_\_\_\_\_ 20

**Signature of Applicant**

**(Signature)**

Head of Office

---

**OFFICE OF THE CAO (GPF), HVPNL, Panchkula.**

No. \_\_\_\_\_ Dated: \_\_\_\_\_

Returned to \_\_\_\_\_ with Provident Fund Account number allotted as mentioned in Column 8. This number should be quoted for all future correspondence connected therewith. The nomination form duly accepted is also returned for office record.

**CAO/GPF, HVPNL, Panchkula**

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**ANNEXURE B**

**F O R M NO. PF-2(see rule 7)**

**FORM OF NOMINATION**

**PF Account No.**-----

I, \_\_\_\_\_ hereby nominate the person(s) mentioned below who is/are member(s)/non-member(s) of my family as defined in rule 7 of the HVPNL Employees Provident Fund Trust Rules 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 address of the nominee(s)	Relationship with the subscriber	Age of the nominee(s)	Share payable to each nominee	Contingencies on the happening of which the nomination shall become invalid	Name, address and relationship of the person(s), if any, to whom the right of nominee shall pass in the event of his predeceasing the subscriber	If the nominee is not a member of the family as provided in rule 3, indicate the reasons
1	2	3	4	5	6	7

Place-----

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

**Signature of the subscriber**

Name in Block Letters \_\_\_\_\_

Designation \_\_\_\_\_

**Signature of two witnesses:**

Name and Address

Signature

1.

2.

**NOTE: (1) The form of nomination shall be filled in triplicate. Two copies will be sent to CAO(GPF), HVPNL, who will return one copy duly accepted and signed to the Head of Office for office record.**

(2) In column 4, if only one person is nominated, the words "in full" should be written against the nominee. If more than one person is nominated, the share payable to each nominee to cover the whole amount of the Fund shall be specified.

**For use by the Head of Office**

Nomination received from Sh./Ms. \_\_\_\_\_

Designation \_\_\_\_\_ on dated \_\_\_\_\_ for onward submission to the  
CAO(GPF), HVPNL.

Dated \_\_\_\_\_

**(Signature)**

Head of Office

**For use by CAO(GPF), HVPNL, Panchkula**

Nomination made by Sh./Ms. \_\_\_\_\_

Designation \_\_\_\_\_, O/o \_\_\_\_\_ is hereby  
accepted and returned to \_\_\_\_\_ (Head of Office) for office record.

**(Signature)**

**CAO(GPF), HVPNL, Panchkula**

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**ANNEXURE C**

**F O R M NO. PF –3**

**(see rules 15 to 17)**

**APPLICATION FOR ADVANCE FROM PROVIDENT FUND**

Department/Office\_\_\_\_\_

1. Name of the Subscriber:
2. Designation:
3. Account number (complete):
4. Existing Scale of pay:
5. Basic pay including Dearness Pay, Personal Pay, Special Pay, if any, in the existing scale :  
Rs. \_\_\_\_\_
6. Date of joining service :
7. Date of Superannuation :
8. Balance at credit of the subscriber on  
the date of the application as below: -
  - (i) Closing balance as per latest Provident Fund statement      Rs  
for the year\_\_\_\_\_ (copy enclosed)
  - (ii) Add regular monthly subscription plus lumpsum                      Rs.  
subscription, if any, after the date of Provident Fund statement mentioned at (i)  
above:
  - (iii) Add refunds of advance(s) after the date of                      Rs.  
statement mentioned at (i) above:
  - (iv) Total (i) + (ii) + and (iii):    Rs.

(v) Less amount of advance(s) and Withdrawal(s) taken after the date of Provident Fund statement mentioned at (i) above: Rs.

(vi) Net balance at credit: Rs.

9. Amount of advance required Rs\_\_\_\_\_

10. Purpose for which the advance is required:

11. Date of ceremony:

12. Rule under which the advance is admissible :

13. Full details of advance taken previously :

<b>Serial Number</b>	<b>Purpose of advance</b>	<b>Date of Drawal</b>	<b>Amount</b>	<b>Name of the office from where payment received</b>
1.				
2.				
3.				

14. Whether full recovery has been made of the previous advance:

15. If the reply to item 14 above is negative then give the following information: -

<b>Serial Number</b>	<b>Purpose of advance</b>	<b>Amount of advance</b>	<b>Month of Drawl</b>	<b>No. of Installments for recovery</b>	<b>Advance recovered</b>	<b>Balance of advance</b>
1.						
2.						

1. Certified that I have utilized the advance(s) taken from my Provident Fund earlier for the purpose for which the advance(s) was/were sanctioned and I have already submitted the utilization certificate to the Head of Office as required under rule 16.

2. Certified that the person for whose ceremony/education etc. the advance has been applied for, is fully and solely dependent upon me.

3. Certified that the information given in this application is true and correct and nothing has been concealed or mis-stated therein. I am aware that in case of any concealment or mis-statement of facts, I will be debarred from taking any advance(s) from my Provident Fund Account for a period of two years.

**Signature of the Applicant**

Name\_\_\_\_\_

Designation\_\_\_\_\_

Dated\_\_\_\_\_

Office\_\_\_\_\_

---

**ANNEXURE D**

**F O R M NO. PF-4**

**(see rules 18 to 23 )**

**APPLICATION FOR WITHDRAWAL FROM PROVIDENT FUND**

**PART – I**

Office\_\_\_\_\_

Head of Office\_\_\_\_\_

1. Name of the Subscriber:

2. Designation:

3. Account number (complete) :

4. Existing Scale of pay:

5. Basic pay including Dearness Pay, Personal Pay, Special Pay, if any, in the existing scale :  
Rs.

6. Date of joining service:

7. Date of superannuation:

8. Balance at credit of the subscriber on

the date of the application as below: -

(i) Closing balance as per latest Provident Fund statement for the  
year\_\_\_\_\_ (copy enclosed)

(ii) Add regular monthly subscription plus lump sum Rs. \_\_\_\_\_ subscription, if any,  
after the date of Provident Fund statement mentioned at (i) above:

(iii) Add refunds of advance(s) after the date of \_\_\_\_\_ Rs  
statement mentioned at (i) above:

(iv) Total (i) + (ii) + and (iii): \_\_\_\_\_ Rs.

(v) Less amount of advance(s) and withdrawal(s) Rs\_\_\_\_\_

taken after the date of Provident Fund statement mentioned at (i) above:

(vi) Net balance at credit : Rs. \_\_\_\_\_

9. Amount of withdrawal required: Rs\_\_\_\_\_

10. Purpose for which withdrawal is required:

11. Rule under which withdrawal is admissible:

12. Whether any withdrawal was taken for the same purpose earlier, if so, indicate the Amount and the date: -

Serial Number	Date of drawal	Sanction Number and Date	Amount	Name of office from where payment was received
1.				
2.				
3.				

**NOTE:** All withdrawals taken for purchase of plot, purchase of house, construction, addition and alteration, repair of house and repayment of loans taken for these purposes should be treated as same purpose. All withdrawals taken for purchase of motor cycle, scooter, and moped should be treated as same purpose and withdrawal for motor car can be obtained separately subject to conditions mentioned in rule 22.

13. Additional information be given in the relevant (Part- \_\_\_attached) part i.e. acquisition of Plot/flat in part-II/detail of marriage ceremony in Part-III/details of higher education in Part-IV/details of motor vehicle(s) in Part-V :

1. Certified that I have utilized the withdrawal(s) taken from my Provident Fund earlier for the purpose for which the withdrawal(s) was/were sanctioned. I have already submitted the utilization certificate to the Head of Office as required under rules 19/20/21/22.

2. Certified that the person for whose ceremony/education etc. the advance has been applied for, is fully and solely dependent upon me.

3. Certified that the information given in this application is true and correct and nothing has been concealed or mis-stated therein. I am aware that in case of any

concealment or mis-statement of facts, I will be debarred from taking any withdrawal(s) from my Provident Fund Account for a period of five years.

**(Signature of applicant)**

Designation : \_\_\_\_\_

Dated: \_\_\_\_\_ Office: \_\_\_\_\_.

(Examination/Verification by the Office)

1. This is to certify that the office has checked and verified the details submitted by the subscriber in this application. All the details furnished by the subscriber are verified to be correct.
  
2. The subscriber is entitled to the withdrawal being applied for under the rule 18; or the subscriber is not entitled to the withdrawal applied for and has requested for relaxation in rules on the following counts:
  - (i)
  
  - (ii)
  
  - (iii)

**(Signature of the Head of office with Seal)**

**ANNEXURE D**

**FORM NO. PF-4**

**PART - II**

If the application is for seeking withdrawal for acquisition of a plot and construction of house thereon/acquisition of flat or house/construction of house, the following additional information be provided:

<b>Serial Number</b>	<b>Subject</b>	<b>Particulars</b>
1.	Purpose:	(i) Acquisition of a plot for house (ii) Acquisition of a built up flat (iii) Acquisition of a built up house (iv) Construction of House (v) Re-payment of loan taken from a financial institution expressly for acquiring a dwelling unit (vi) Repair/Renovation of a house
2.	Source of acquisition (please give details of the agency e.g. Haryana Urban Development Authority/Co-op. Housing Society/ Open market or any other source	
3.	Person in whose name the plot/house/flat (Clear title). Enclose proof of ownership/copy of allotment letter	
4.	Amount of House Building Advance taken from the Government under its Scheme, if any.	
5.	Whether withdrawal from Provident Fund taken earlier for this purpose?	Yes / No
6.	If the answer to above is 'yes', please give the details:  (i) withdrawal taken for the same unit  (ii) withdrawal taken for some other unit(s)	(i)  (ii)

	(iii) whether the previous unit has been disposed off and the advance taken for the same deposited back in the account	(iii)
7.	If the withdrawal is being applied for a plot in the name of spouse, please indicate who is the first nominee to receive the Provident Fund accumulations.	

**(Signature of applicant)**

Designation\_\_\_\_\_

Office \_\_\_\_\_

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**ANNEXURE D**

**FORM NO. PF-4**

**PART – III**

(withdrawal for marriage ceremony)

<b>Serial Number</b>	<b>Subject</b>	<b>Particulars</b>
1.	Marriage of Self/Son/Daughter/dependent Sister	
2.	Name of the dependent for whose marriage advance is applied	
3.	Date of birth of the dependent	
4.	Has any withdrawal been taken earlier for marriage? If yes, the amount of withdrawal taken with detail:	
5.	Amount of withdrawal being applied for	
6.	Date of marriage ceremony	

**(Signature of applicant)**

Designation\_\_\_\_\_

---

**ANNEXURE D**

**FORM NO. PF-4**

**PART – IV**

(withdrawal for higher education of children)

<b>Serial Number</b>	<b>Subject</b>	<b>Particulars</b>
1.	Withdrawal is being applied for higher education of: -	Son/Daughter
2.	Name of the Child	
3.	Details of the Course of Study	
4.	Name of the Institute of Study	
5.	Evidence of Admission	
6.	Evidence of fees to be supported to justify the advance	
7.	Details of withdrawals taken earlier for the purpose:	(i)  (ii)  (iii)

**(Signature of applicant)**

Designation \_\_\_\_\_

Office \_\_\_\_\_

**ANNEXURE D**

**FORM NO. PF-4**

**PART-V**

(withdrawal for purchase of motor vehicle(s))

<b>Serial Number</b>	<b>Subject</b>	<b>Particulars</b>
1.	Withdrawal is being applied for motor vehicle i.e. motor car, motor cycle, scooter or moped	
2.	Particulars of withdrawal or loan taken previously, if any.	Amount Date of drawal withdrawal or Loan
3.	Cost of vehicle (proforma invoice to be attached)	
4.	Amount required for purchase of vehicle	

**(Signature of applicant)**

Designation \_\_\_\_\_

Office \_\_\_\_\_

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**ANNEXURE E**

**FORM NO. PF - 5**

**(see rule 24)**

**APPLICATION FOR FINAL PAYMENT**

To

The Chief Accounts Officer (GPF), HVPNL, Panchkula

(Through the Head of office)

Sir,

I am to retire/have retired/have been discharged/dismissed/have resigned finally from Nigam service/have resigned service \_\_\_\_\_ and my resignation has been accepted with effect from \_\_\_\_\_ forenoon/afternoon.

2. My Provident Fund Account No. is \_\_\_\_\_

3. I desire to receive payment through my office \_\_\_\_\_. Particulars of my personal marks of identification, left hand thumb and finger impressions (in the case of illiterate subscribers) and specimen signature (in the case of literate subscribers) in duplicate, duly attested by a Gazetted Officer of the Nigam/Government, are enclosed.

4. I request that the entire amount at my credit with interest due under the rules may be paid to me \_\_\_\_\_

Yours faithfully,

**Date:-**

**(Signature)**

**(To be specified)**

**Name & Address:**

**(FOR USE BY HEAD OF OFFICE)**

Forwarded to the Chief Accounts Officer (GPF), HVPNL, Panchkula for necessary action.

2. Sh./Ms\_\_\_\_\_ has finally retired/has been discharged/dissmised has resigned finally from Nigam//has resigned service with\_\_\_\_\_and his/her resignation has been accepted with effect from\_\_\_\_\_forenoon/afternoon.

3. The last fund deduction was made from his/her pay in the month\_\_\_\_\_ dated\_\_\_\_\_for Rs\_\_\_\_\_(Rupees \_\_\_\_\_), the amount of deduction being Rs.....and recovery on account of refund of advance Rs.....

4. Certified that he/she had taken the following advances in respect of which\_\_\_\_\_instalment of Rs\_\_\_\_\_are yet to be recovered and credited to the Fund Account. The details of advance(s)/withdrawal(s) granted to him/her during the twelve months immediately preceding the date of his/her quitting service/proceeding on leave preparatory to retirement or thereafter are also indicated below -

<b>Serial Number</b>	<b>Amount of Advances/Withdrawals</b>	<b>Place of encashment</b>	<b>Voucher Number and Date</b>
1.			
2.			
3.			
4.			

5. Certified that no advance/withdrawal will be sanctioned to the subscriber henceforth without the concurrence of CAO/GPF, HVPNL, Panchkula

6. **Certified that the subscriber/claimant submitted the application on\_\_\_\_\_Date\_\_\_\_\_Month\_\_\_\_\_Year.**

**(Signature of Head of Office)**

---

**ANNEXURE F**

**F O R M No. PF - 6**

**(see rule 24)**

**APPLICATION FOR FINAL PAYMENT TO THE NOMINEES OR ANY OTHER CLAIMANTS WHERE NO NOMINATION SUBSISTS**

To

CAO(GPF), HVPNL,Pachkula.

(Through the Head of office)

Sir,

It is requested that arrangements may kindly be made for the payment of the accumulations in the Provident Fund Account of Sh./Ms \_\_\_\_\_  
\_\_\_\_\_. The necessary particulars required in this connection are given below: -

1. Name of the employee :
2. Date of birth :
3. Post held by the employee :
4. Date of death :
5. Proof of death in the form of a death certificate : (issued by the municipal authorities, etc.)
- 6 Provident Fund Account Number of subscriber (Complete) :
7. Amount at the credit of the subscriber at the time of his death, if known :
8. Details of the nominees alive on the date of death of the subscriber, if a nomination subsists:

<b>Name of the Nominee</b>	<b>Relationship with the Subscriber</b>	<b>Share of the Nominee</b>	<b>Remarks</b>
1 _____	_____	_____	_____
2 _____	_____	_____	_____
3 _____	_____	_____	_____

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

<b>Name of the Nominee</b>	<b>Relationship with the Subscriber</b>	<b>Age on the date of Death</b>	<b>Remarks</b>
1 _____	_____	_____	_____
2 _____	_____	_____	_____
3 _____	_____	_____	_____

10. In case no nomination subsists, the details of the surviving members of the family on the date of death of the subscriber. In the case of a daughter or of a daughter of a deceased son of the subscriber married before the death of the subscriber, it should be stated against her name whether her husband was alive on the date of death of the subscriber:

<b>Name of the Nominee</b>	<b>Relationship with the Subscriber</b>	<b>Age on the date of Death</b>	<b>Remarks</b>
1 _____	_____	_____	_____
2 _____	_____	_____	_____
3 _____	_____	_____	_____

11. Name of the Natural/legal guardian (in case the amount is due to a minor child)

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

<b>Name of the Nominee</b>	<b>Relationship with the Subscriber</b>	<b>Address</b>	<b>Remarks</b>
_____	_____	_____	_____

1 \_\_\_\_\_  
2 \_\_\_\_\_  
3 \_\_\_\_\_

13. The payment is desired through the office of \_\_\_\_\_(Name of DDO) In this connection the following documents duly attested by a Gazetted Officer/ Magistrate are attached: -

- (i) Personal marks of identification
- (ii) Left/Right Hand thumb or finger impressions (in the case of illiterate claimants)
- (iii) Specimen signatures in duplicate (in the Case of literate claimants) :
- (iv)

Yours faithfully,

Place \_\_\_\_\_

**(Signature of claimant)**

Dated \_\_\_\_\_

(Full Name and Address)

**(FOR USE OF HEAD OF OFFICE)**

Forwarded to the Chief Accounts Officer (GPF), HVPNL ,Pachkula for necessary action. The particulars furnished above have been duly verified.

- 2. The Provident Fund Account number of Sh./Ms. \_\_\_\_\_ is \_\_\_\_\_
- 3. He/she died on \_\_\_\_\_ A death certificate issued by the Municipal authorities has been produced (copy enclosed).
- 4. The last Provident Fund deduction was made from his/her pay for the month of \_\_\_\_\_ the amount of deduction being Rs \_\_\_\_\_ and recovery amount being Rs. \_\_\_\_\_.
- 5. Certified that he/she had taken the following advances in respect of which \_\_\_\_\_ instalment of Rs \_\_\_\_\_ are yet to be recovered and credited to the Fund Account. The details of the withdrawals granted to him/her during the twelve months immediately preceding the date of his/her death are also indicated below -

<b>Serial Number</b>	<b>Amount of Advances/Withdrawals</b>	<b>Place of encashment</b>	<b>Voucher Number and Date</b>
1.			
2.			
3.			
4.			

6. **Certified that the claimant submitted the application on**  
**\_\_\_\_\_date \_\_\_\_\_month \_\_\_\_\_year.**

**(Signature of the Head of office)**

---

**ANNEXURE G**

**F O R M NO. PF- 7**

**SANCTION ORDER FOR ADVANCE**

**(see rule 15)**

Sanction is hereby accorded under rule \_\_\_\_\_ of HVPNL Employees Provident Fund Rules for the grant of an advance of Rs \_\_\_\_\_ (Rupees \_\_\_\_\_ only) to Shri/Ms \_\_\_\_\_ from his/her Provident Fund Account Number \_\_\_\_\_ to enable him/her to defray charges on account of \_\_\_\_\_.

2. The advance will be recovered in \_\_\_\_\_ monthly instalments of Rs \_\_\_\_\_ each, commencing from the salary of next month succeeding the drawal month \_\_\_\_\_.

3. The balance at the credit of Shri/Ms \_\_\_\_\_ as on the date of sanction is detailed below: -

(i) Balance as per Provident Fund Statement for the year \_\_\_\_\_ Rs.

(ii) Subsequent deposits Rs.

(iii) Total of column (i) and (ii) Rs

(iv) Subsequent advance/withdrawals, if any Rs.

(v) Balance as on date of sanction column {(iii) minus (iv)} Rs.

**(Name)**

Dated

**Head of Office**

Endst. No.

Dated

Copy forwarded to:

1. The Chief Accounts Officer (GPF), HVPNL, Pachkula
2. Shri\_\_\_\_\_His attention is drawn to the provisions of the rule\_\_\_\_\_of Fund rules according to which a subscriber who has been permitted to withdraw money from the fund should satisfy the sanctioning authority that the money has been utilized for the purpose for which it was withdrawn. A certificate to the effect that the amount withdrawn has been utilized for the purpose for which it was sanctioned be furnished within one month from the date of drawal.

**(Signature)**

---

**ANNEXURE H**

**F O R M NO. PF- 8**

**SANCTION ORDER FOR WITHDRAWAL**

**(see rule 18)**

Sanction is hereby accorded under rule \_\_\_\_\_ of the HVPNL Employees Provident Fund Rules to Sh/Ms \_\_\_\_\_ S/o/D/o Sh/Smt. \_\_\_\_\_ (here enter the name and designation) for withdrawal of an amount of Rs \_\_\_\_\_ (Rupees \_\_\_\_\_ only) from his / her Provident Fund Account No \_\_\_\_\_ to enable him/her to meet expenditure in connection with \_\_\_\_\_.

2. The amount of withdrawal is within the limits as prescribed in the conditions meant for this withdrawal.

3. The balance at the credit of Shri/Ms. \_\_\_\_\_ as on the date of sanction is detailed below: -

(i) Balance as per Provident Fund statement for the year \_\_\_\_\_ Rs.

(ii) Subsequent deposits Rs.

(iii) Total of columns (i) and (ii) Rs.

(iv) Subsequent advances/withdrawals, if any Rs.

(v) Balance as on date of sanction columns {(iii) minus (iv)} Rs.

(vi) Date of Joining \_\_\_\_\_ Date of Retd. \_\_\_\_\_

Dated

**Head of Department**

Endst. No.

Dated

Copy forwarded to:

1. The Chief Accounts Officer (GPF), HVPNL, Pachkula.
2. Shri\_\_\_\_\_His attention is drawn to the provisions of the rule\_\_\_\_\_of Provident Fund rules according to which a subscriber who has been permitted to withdraw money from the Fund should satisfy the sanctioning authority that the money has been utilized for the purpose for which it was withdrawn. A certificate to the effect that the amount withdrawn has been utilized for the purpose for which it was sanctioned be furnished within \_\_\_\_\_months from the date of drawal.
3. Office where working \_\_\_\_\_.

**(Signature of Head of Department)**

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## Annexure I

[see rules 2 (iv), 15 and 18]

### List of authorities competent to sanction Advance/Withdrawal

Serial Number	Rule	Nature of power	To whom delegated	Extent of power
01.	15(1) 15(2) 15(3) 15(4) 15(5)	To sanction advance for:- illness, confinement or disability higher education obligatory expenses legal proceedings in court of law defence in departmental inquiry	Head of Office	Six months pay or 50% of credit in Provident Fund account whichever is less and further subject to the conditions laid in rule 16.
02.	15(6)	To sanction advance for:- purchase of house hold item(s)	Head of Office	Six months pay or 50% of credit in Provident Fund account or actual cost of items whichever is least and further subject to the conditions laid in rule 16.
03.	18(1) 18(2) 18(3) 18(4)	To sanction withdrawal for :- Building or acquisition of house/flat/plot from Government agency. acquisition of house/flat/plot from open market repaying of loan for house/ flat purchase of house site	Head of Department	90% of credit in Provident Fund account or the actual cost whichever is less and further subject to the conditions laid in rule 19.
04.	18(5) 18(6)	To sanction withdrawal for :- additions or alternations in house/ flat upkeep of ancestral house	Head of Department	50% of credit in Provident Fund account or the actual cost whichever is less and further subject to the conditions laid in rule 19.

	18(7)	acquiring commercial/ industrial establishment or establishing business for settlement of unemployed children.		
05.	(18)8	To sanction withdrawal for :-  higher education of child	Head of Department	<p><b>(i) For initial admission –</b></p> <p>Upto 75% of credit in Provident Fund account or the actual amount required by the institution whichever is less for each child and further subject to the conditions laid in rule 20.</p> <p><b>(ii) For annual payment -</b></p> <p>50% of credit in Provident Fund account or the actual amount required by the institution whichever is less for each child and further subject to the conditions laid in rule 20</p> <p style="text-align: center;"><b>or</b></p> <p>25% of credit in Provident Fund account or the actual amount required by the institution whichever is less, twice in a year for each child and further subject to the conditions laid in rule 20.</p>
06.	18(9)  18(10)  18(11)	To sanction withdrawal for :- daughter's marriage or female relative's marriage  son's marriage  Self marriage	Head of Department	75% of credit in Provident Fund account and further subject to the conditions laid in rule 21.

07.	18(12)	To sanction withdrawal for :-  purchase of motor vehicle(s)	Head of Department	50% of credit in Provident Fund account or the actual cost of vehicle whichever is less and further subject to the conditions laid in rule 22.
08.	18(13)	To sanction 90% withdrawal before retirement on superannuation	Head of Department	90% of credit in Provident Fund account and further subject to the condition laid in rule 23.

Note 1 : The advance/withdrawal for the Head of Office/Head of Department shall be sanctioned by the Head of Department and Administrative Department respectively.

Note 2 : The subscriber, who has submitted the application for final withdrawal and the same has been forwarded to CAO(GPF), HVPNL, Panchkula, shall be sanctioned advance/withdrawal only on receipt of concurrence from the CAO(GPF), HVPNL, Panchkula

## ANNEXURE J

(see rule 12)

**Example of an Interest calculation on Provident Fund accumulation for the year 2003-04  
from the following data: -**

Serial Number	Particulars	Amount
1.	Opening Balance as on 01-04-2003	Rs. 2,25,980/-
2.	Monthly Subscription	Rs. 3,000/- p.m
3.	Arrear of D.A. deposited in 6/2003	Rs. 2,214/-
4.	Advance for daughter's betrothal ceremony	Rs. 25,000/ paid on 12/12/2003(to be recovered @ Rs. 1000p.m. in 25 instalments
5.	Arrear of D.A. deposited in 2/2004	Rs. 3,035/-
6.	Withdrawal on 04-03-2004 for Higher Education of Son	Rs.30,000/
7.	Rate of interest during the year	8% p.a.

### Solution

Paid month	Subscription	Recovery of Advance	Total	Drawal	Balance	Monthly product
04/2003	3000	---	3000	---	3000	3000x12 =36000
05/2003	3000	---	3000	---	3000	3000x11=33000
06/2003	3000+2214	---	5214	---	5214	5214x10=52140
07/2003	3000	---	3000	---	3000	3000x9=27000
08/2003	3000	---	3000	---	3000	3000x8=24000
09/2003	3000	---	3000	---	3000	3000x7=21000
10/2003	3000	---	3000	---	3000	3000x6=18000
11/2003	3000	---	3000	---	3000	3000x5=15000

12/2003	3000	---	3000	25000	(-)22000	(-)22000x4 =(-)88000
01/2004	3000	1000	4000	---	4000	4000x3=12000
02/2004	3000+3035	1000	7035	---	7035	7035x2=14070
03/2004	3000	1000	4000	30,000	(-)26000	(-)26000x1=(-)26000
						138210

### Annual Product

(1) Opening Balance	Rs. 2,25,980.00
(2) Product during the financial yearRs.	11,517.50
138210 divided by 12	= 11,517.50
<b>Total (1 + 2)</b>	<b>Rs. 2,37,497.50</b>

**Interest = 237497.50x8%=18999.80    Say    Rs. 19,000.00**

## APPENDIX-A

[see rule 3 (2)]

### THE PROVIDENT FUNDS ACT 1925

#### AN ACT TO AMEND AND CONSOLIDATE THE LAW RELATING TO GOVERNMENT AND OTHER PROVIDENT FUNDS.

Whereas it is expedient to amend and consolidate the law relating to Government and other Provident Fund, it is hereby enacted as follows: -

#### 1. Short title, extent and commencement:

(1) This Act may be called the Provident Funds Act, 1925.

(2) It extends to the whole of India except the State of Jammu and Kashmir.

(3) It shall come into force on such date as the Central Government may, by notification in the Official Gazette, appoint.

#### 2. Definitions. - In this Act, unless there is anything repugnant in the subject or context,

- (a) “compulsory deposit” means a subscription to, or deposit in, a Provident Fund which, under the rules of the Fund, is not, until the happening of some specified contingency, repayable on demand otherwise than for the purpose of the payment of premia in respect of a policy of life insurance or the payment of subscription or premia in respect of a family pension fund, and includes any contribution and any interest or increment which has accrued under the rules of the Fund on any such subscription, deposit or contribution, and also any such subscription, deposit, contribution, interest or increment remaining to the credit of the subscriber or depositor after the happening of any such contingency; (b) “contribution” means any amount credited in a Provident Fund, by any authority administering the Fund, by way of addition to, a subscription to, or deposit or balance at the credit of an individual account in the Fund; and “Contributory Provident Fund” means a Provident Fund the rules of which provide for the crediting of contributions; (c) “dependent” means any of the following relatives of a deceased subscriber to, or a depositor in, a Provident Fund, namely, a wife, husband, parent, child, minor brother, unmarried sister and a deceased son’s widow

and child, and, where no parent of subscriber or depositor is alive, a paternal grandparent; (d) "Government Provident Fund" means a Provident Fund, other than a Railway Provident Fund, constituted by the authority of the Secretary of State, the Central Government, the Crown Representative or any State Government for any class or classes of persons in the service of the Government or of persons employed in educational institutions or employed by bodies existing solely for educational purposes, and references in this Act to the Government shall be construed accordingly;

(e) "Provident Fund" means a fund in which subscriptions or deposits of any class or classes of employees are received and held on their individual accounts, and includes any contributions and any interest or increment accruing on such subscriptions, deposits or contributions under the rules of the Fund;

(f) "Railway administration" means –

(i) any company administering a railway or tramway in any part of India either under a Special Act of Parliament of the United Kingdom or an Indian law, or under contract with the Government, or

(ii) the Manager of any railway or tramway administered by the Central Government or by a State Government, and includes, in any case referred to in sub-clause (ii) the Central Government or the State Government, as the case may be;

(g) "Railway Provident Fund" means a Provident Fund constituted by the authority of a Railway administration for any class or classes of its employees.

### **3. Protection of compulsory deposit. -**

(1) A compulsory deposit in any Government or Railway Provident Fund shall not in any way be capable of being assigned or charged and shall not be liable to attachment under any decree or order of any Civil, Revenue or Criminal Court in respect of any debt or liability incurred by the subscriber or depositor, and neither the official Assignee nor any receiver appointed

under the Provincial Insolvency Act, 1920 (5 of 1920), shall be entitled to, or have any claim on any such compulsory deposit.

- (2) Any sum standing to the credit of any subscriber to, or depositor in, any such Fund at the time of his decease and payable under the rules of the Fund to any dependent of the subscriber or depositor, or to such person as may be authorized by law to receive payment on his behalf, shall, subject to any deduction authorized by this Act and, save where the dependent is the widow or child of the subscriber or depositor, subject also to the rights of an assignee under an assignment made before the commencement of this Act, vest in the dependent, and shall, subject as aforesaid, be free from any debt or other liability incurred by the deceased or incurred by the dependent before the death of the subscriber or depositor.

#### **4. Provisions regarding repayment. -**

- (1) When under the rules of any Government or Railway Provident Fund the sum standing to the credit of any subscriber or depositor, or the balance thereof after the making of any deduction authorized by this Act, has become payable, the officer whose duty it is to make the payment shall pay the sum or balance, as the case may be, to the subscriber or depositor, or, if he is dead, shall –
- (a) if the sum or balance, or any part thereof, vests in a dependent under the provisions of section 3, pay the same to the dependent or to such person as may be authorized by law to receive payment on his behalf; or
- (b) if the whole sum or balance, as the case may be, does not exceed five thousand rupees, pay the same, or any part thereof, which is not payable under clause (a) to any person nominated to receive it under the rules of the Fund, or, if no person is so nominated, to any person appearing to him to be otherwise entitled to receive it; or

(c) in the case of any sum or balance, or any part thereof, which is not payable to any person under clause (a) or clause (b) pay the same, –

(i) to any person nominated to receive it under the rules of the Fund, on production by such person of probate or letters of administration evidencing the grant to him of administration to the estate of the deceased or a certificate granted under the Succession Certificate Act, 1889 (VII of 1889), or under the Bombay Regulation VIII of 1827, entitling the holder thereof to receive payment of such sum, balance or part, or

(ii) where no person is so nominated, to any person who produces such probate, letters or certificates:

Provided that, where the whole or any part of any sum standing to the credit of the subscriber or depositor has been assigned to any other person before the commencement of this Act, and notice in writing, of the assignment has been received by the officer from the assignee, the officer shall, after making any deduction authorized by this Act, and any payment due under clause (a) to or on behalf of the widow or children of the subscriber or depositor –

(i) if the subscriber or depositor or, if he is dead, the person to whom in the absence of any valid assignment the sum or balance would be payable under this sub-section gives his consent in writing, pay the sum or part of the balance thereof, as the case may be, to the assignee, or –

(ii) if such consent is not forthcoming, withhold payment of the sum, part of balance, as the case may be, pending a decision of a competent Civil Court as to the person entitled to receive it.

(2) The making of any payment authorized by sub-section (1) shall be a full discharge to the Government or the Railway administration, as the case may be, from all liability in respect of so much of the sum standing to the

credit of the subscriber or depositors as is equivalent to the amount so paid.

#### **5. Rights of nominees.–**

- (1) Notwithstanding anything contained in any law for the time being in force or in any disposition, whether testamentary or otherwise, by a subscriber to, or depositor in, a Government or Railway Provident Fund of the sum standing to his credit in the Fund, or of any part thereof, where any nomination, duly made in accordance with the rules of the Fund, purports to confer upon any person the right to receive the whole or any part of such sum on the death of the subscriber or depositor occurring before the sum has become payable or before the sum, having become payable, has been paid, the said person shall, on the death as aforesaid of the subscriber or depositor, become entitled, to the exclusion of all other persons, to receive such sum or part thereof, as the case may be, unless
  - (a) such nomination is at any time varied by another nomination made in like manner or expressly cancelled by notice given in the manner and to the authority prescribed by those rules, or
  - (b) such nomination at any time becomes invalid by reason of the happening of some contingency specified therein and if said person predeceases the subscriber or depositor, the nomination shall, so far as it relates to the right conferred upon the said person, become void and of no effect:

Provided that where provision has been duly made in the nomination in accordance with the rules of the Fund, conferring upon some other person such right instead of the person deceased, such right shall, upon the decease as aforesaid of the said person, pass to such other person.

- (2) Notwithstanding anything contained in the Indian Succession Act, 1925 or the Bombay Regulation VIII of 1827, any person, who becomes entitled as aforesaid, may be granted a certificate under that Act or that Regulation, as the case may be, entitling him to receive payment of such sum or part, and such certificate

shall not be deemed to be invalidated or superseded by any grant to any other person of probate or letters of administration to the estate of the deceased.

- (3) The provisions of this section as amended by sub-section (1) of section 2 of the Provident Funds (Amendment) Act, 1946 also shall apply to all such nominations made before the date of the commencement of that Act:

Provided that the provisions of this section as so amended shall not operate to affect any case, in which before the said date any sum has been paid, or has under the rules of the Fund become payable in pursuance of any nomination duly made in accordance with those rules.

**6. Power to make deductions.**— When the sum standing to the credit of any subscriber or depositor in any Government or Railway Provident Fund which is a Contributory Provident Fund becomes payable, there may, if the authority specified in this behalf in the rules of the Fund so directs, be deducted therefrom and to Government or the Railway administration, as the case may be –

- (a) any amount due under a liability incurred by the subscriber or depositor to Government or the Railway administration, but not exceeding in any case the total amount of any contributions credited to the account of the subscriber or depositor and of any interest or increment which has accrued on such contributions; or
- (b) where the subscriber or depositor has been dismissed from his employment for any reasons specified in this behalf in the rules of the Funds, or where he has resigned such employment within five years of the commencement thereof, the whole or any part of the amount of any such contributions, interest and increment.

**6-A. Withholding or recovery of Government Contributions in case of Central Government Officers taking up, without prior permission, commercial employment within two years of their retirement. -**

- (l) In this section, unless the context otherwise requires, –

- (a) "Central Government Officers" means a subscriber to, or depositor in, a Contributory Fund constituted by the Central Government, who, immediately before his retirement, is a member of a Central Service Class I, but does not include an officer appointed under a contract of service for a specified term.
- (b) "Commercial employment" means employment in any capacity (including that of an agent) under any company, co-operative society, firm or individual engaged in trading, commercial, industrial, financial or professional business and includes also -
- (i) a directorship of a company;
  - (ii) the holding of any office, whether elective or otherwise, such as that of president, chairman, manager, secretary, treasurer, by whatever name called in a co-operative society; and
  - (iii) the setting up of practice, either independently or as partner of a firm, as adviser or consultant in matters in respect of which the Central Government Officer, –
    - (A) has no professional qualifications and the matters in respect of which the practice is to be set up or is carried on are relatable to his official knowledge or experience, or
    - (B) has professional qualification, but the matters in respect of which such practice is to be set up are such as are likely to give his clients an unfair advantage by reason of the posts held by him under the Central Government, or
    - (C) has to undertake work involving liaison or contract with the offices or officers of Central Government,

but does not include employment in or under a corporation or company wholly or substantially owned or controlled by Government or employment in or under a body controlled or financed wholly or substantially by Government;

(c) "Government contributions" means contributions made after the commencement of the Provident Funds (Amendment) Act, 1975, in respect of any period after such commencement, by the Central Government or by a State Government or by a local authority within the meaning of the Local Authorities Loans Act, 1914;

(d) "prescribed" means prescribed by rules made by the Central Government by notification in the Official Gazette.

(2) No Central Government officer shall have any right to the Government contributions made to his credit in a Contributory Provident Fund in any case where he takes up commercial employment at any time before the expiry of two years from the date of his retirement without the prior permission of the Central Government.

**EXPLANATION 1.-** For the purposes of this sub-section and sub-section (7), "date of retirement" in relation to a Central Government officer re-employed after retirement without any break either in the same or any other class I post under the Central Government or any other equivalent post under a State Government, shall mean the date on which such Central Government Officer finally ceases to be re-employed in Government service.

**EXPLANATION 2.-** A Central Government officer permitted by the Central Government to take up a particular commercial employment during his leave preparatory to retirement shall be deemed, for the purposes of this sub-section, to have obtained prior permission of the Central Government for his continuance in such employment after retirement.

(3) Subject to the provisions of sub-section (4), the Central Government may, by order in writing, on an application made in the prescribed form by a Central Government officer, grant subject to such conditions, if any, as it may deem necessary,

permission, or refuse, for reasons to be recorded in the order, permission, to such officer to take up the commercial employment specified in the application.

(4) In granting or refusing permission under this section to a Central Government officer for taking up any commercial employment, the Central Government shall have regard to the following factors, namely: -

- (a) the nature of the employment proposed to be taken up and the antecedents of the employer;
- (b) whether his duties in the employment which he proposes to make up might be such as to bring him into conflict with Government;
- (c) whether the officer while in service had any such dealing with the employer under whom he proposes to seek employment as might afford a reasonable basis for the suspicion that such officer had shown favour to such employer;
- (d) any other relevant factors which may be prescribed.

(5) Where within a period of sixty days of the date of receipt of an application under sub-section (3), the Central Government does not refuse to grant the permission applied for or does not communicate the refusal to the applicant, the Central Government shall be deemed to have granted the permission applied for.

(6) Where the Central Government grants the permission applied, for subject to any conditions or refuses such permission, the applicant may, within thirty days of the receipt of the orders of the Central Government to that effect, make a representation against any such condition or refusal and the Central Government may make such orders thereon as it deems fit;

Provided that no order other than an order canceling such condition or granting such permission without any conditions shall be made under this sub-section without giving the person making the representation an opportunity to show cause against the order proposed to be made.

(7) If any Central Government officer takes up any commercial employment at any time before the expiry of two years from the date of his retirement without the prior permission of the Central Government or commits a breach of any condition subject to which permission to take up any commercial employment has been granted to him under this section, it shall be competent for the Central Government to declare by order in writing and for reasons to be recorded therein that he shall not be entitled to such part of the Government contributions made in relation to such officer as may be specified in the order and if he has received payment thereof, to direct that he shall refund to the Central Government an amount equivalent to such part of the Government contributions:

Provided that no such order shall be made without giving the officer concerned an opportunity of showing cause against such declaration or direction:

Provided further that in making any order under this sub-section, the Central Government shall have regard to the following factors, namely:

- (i) the financial circumstances of the officer concerned;
- (ii) the nature of, and the emoluments from, the commercial employment taken up by the officer concerned;
- (iii) such other relevant factors as may be prescribed.

(8) Any amount required to be refunded by an order under sub-section (7) may, if it is not refunded within the prescribed period, be recovered as arrears of land revenue.

(9) Every order passed by the Central Government under this section shall be communicated to the officer concerned.

(10) The provisions of this section shall have effect notwithstanding anything to the contrary contained in any other provision of this Act or the rules applicable to any contributory provident fund.

(11) Every rule made by the Central Government under this section shall be laid, as soon as may be after it is made, before each House of Parliament, while it is in session, for a total period of thirty days which may be comprised in one session or in two or more successive sessions, and if, before the expiry of the session immediately following the

session, or the successive sessions aforesaid, both Houses agree in making any modification in the rule or both Houses agree that the rule should not be made, the rule shall thereafter have effect only in such modified form or be of no effect, as the case may be; so, however, that any such modification or annulment shall be without prejudice to the validity of anything previously done under that rule.

**7. Protection for acts done in good faith** – No suit or other legal proceeding shall lie against any person in respect of anything which is in good faith done or intended to be done under this Act.

**8. Power to apply the Act to the Provident Fund** – (1) The appropriate Government may, by notification in the Official Gazette, direct that the provisions of this Act except section 6-A shall apply to any Provident Fund established for the benefit of its employees by any local authority within the meaning of the Local Authority Loans Act, 1914, and on the making of such declarations, this Act shall apply accordingly, as if such Provident Fund were a Government Provident Fund and such local authority were the Government.

(2) The appropriate Government may, by notification in the Official Gazette, direct that the provisions of this Act (except section 6-A) shall apply to any Provident Fund established for the benefit of the employees of any of the institutions specified in the Schedule, or of any group of such institutions and, on the making of such declaration, this Act shall apply accordingly, as if such Provident Fund were a Government Provident Fund and the authority having custody of the Fund were the Government:

Provided that section 6 shall apply as if the authority making the contributions referred to in that section were the Government.

(3) The appropriate Government may, by notification in the Official Gazette, add to the Schedule the name of any public institution it may deem fit, and any such addition shall take effect as if it had been made by this Act.

(4) In this section, “the appropriate Government” means -

(a) in relation to a cantonment authority, a port authority for a major port, and any institution which, or the objects of which, appear to the

Central Government to fall within List I in the Seventh Schedule to the Constitution, the Central Government; and

(b) in other cases, the State Government.

**EXPLANATION** – “The State Government” in relation to an institution registered under the Societies Registration Act, 1860 (XXI of 1860) means the State Government of the State in which the Society is registered.

**9. Savings as to estates of soldiers** – Nothing in section 4 or section 5 shall apply to money belonging to any estate for the purpose of the administration of which the Regimental Debts Act, 1893, applies.

**10. Repeals.-** [Repealed by the Repealing Act, 1927(12 of 1927), S.2 and Sch.]

## THE SCHEDULE

(Not added)

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## APPENDIX-B

[see rule 16(9)]

### List of approved courses as mentioned in rule-21

Serial Number	Name of the Course
1.	Diploma Course in the various fields 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. conducted by recognized technical institutions.
2.	Degree courses in the various fields 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. conducted by recognized technical institutions.
3.	Postgraduate courses in the various fields of Engineering and Technology conducted by the Universities and recognized institutions.
4.	Degree and Diploma courses in Architecture, Town Planning and allied fields conducted by recognized institutions.
5.	Diploma and Certificate courses in Commerce conducted by recognized institutions.
6.	Diploma courses in management conducted by recognized institutions.
7.	Degree Courses in Agriculture, Veterinary Science and allied subjects conducted by recognized Universities and institutions.

8. Degree and Diploma courses in Art/Applied Art and allied subjects conducted by recognized institutions.
9. Medical courses (including Allopathic, Homeopathic, Ayurvedic and Unani systems) conducted by recognized institutions.
10. Bachelor of Science (Home Science) courses.
11. Degree and Diploma course in Hotel Management conducted by recognized institutions.
12. Degree and Postgraduate course in Home Science.
13. Pre-Professional course in Medicine if part or regular 5 years course in Medicine.
14. Doctorate of Philosophy in Biochemistry.
15. Degree and Postgraduate course in Law.
16. “Honours” course in Microbiology.
17. Associateship of the Institute of Chartered Accountants.
18. Associateship of the Institute of Costs and Works Accountants.
19. Degree and Master’s course in Business Administration or Management.
20. Master of Science course in Statistics, Computer Application.
21. The Company Secretaryship course or the Institute of Company Secretaries of India.
22. The course or pre-sea training imparted on the Training Ship “Rajendra” to prospective paginating officers on merchantships.
23. The course in Marine Engineering conducted in the Directorate of Marine Engineering Training.

**Chief Accounts Officer, HVPNL, Panchkula**