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RAJASTHAN STATE ELECTRICITY BOARD
Employees General Provident Fund Regulations, 1988

Preamble:

In exercise of the powers conferred by Section-79 of the Electricity (Supply) Act, 1948, the RSEB, constituted by Rajasthan Government's Notification No. F. 11 (OSD/PWD)/57 dated 28th June 1957, is pleased to make the following Regulations for the matters provided in Section 79 (c) of the Act, 1948 viz. RSEB Employees General Provident Fund Regulations, for its employees and Officers.

CHAPTER-I

1. Short Title

These Regulations shall be called the "RSEB Employees General Provident Fund Regulations, 1988".

2. Date of Application

These Regulations shall come into force w.e.f. 28.11.1988.

Note:—Recovery of arrears, if any, left un-recovered or withheld on account of suspension of the employees or on re-instatement after removal from service etc. shall be made in each month simultaneously in two instalments—one current and the other on account of arrears or in one instalment if the employee so desires.

3. Definitions

In these Regulations unless there is anything repugnant in the subject or context:
(a) "Act" means Employees Provident Fund Act, 1952 (XIX of 1952).

(b) "Board" means the Rajasthan State Electricity Board constituted under Section-5 of Electricity Supply Act, 1948.

(c) "Chairman" means Chairman of R. S. E. B.

(d) "Financial Advisor and Controller of Accounts" means the F A & C O A appointed by the Government/ Rajasthan State Electricity Board.

(e) "Controller of Accounts" means the Controller of Accounts appointed by the Rajasthan State Electricity Board.

Note:—The present post of Controller of Accounts (C & S) shall stand redesignated as the Controller of Accounts (Pension and Employees General Provident Fund).

(f) "Deputy Controller of Accounts" means the Deputy Controller of Accounts appointed by the Rajasthan State Electricity Board.

(g) "P & F" abbreviation wherever used would mean Pension and General Provident Fund of the Rajasthan State Electricity Board.

(h) "Children" means legitimate children and includes adopted children if the Controller of Accounts of the Board is satisfied that under the personal law of the subscriber adoption of a child is legally recognised.

(i) "Commissioner" means a Commissioner for Employees Provident Fund appointed under Section-5 D of the EPF Act, 1952.

(j) "Controlling Officer" means the Controller of Accounts (P & F) appointed by the Board for the purpose of these Regulations.
(k) "Pay" means basic wage/pay or leave salary or subsistence allowance/grant as defined in the Service Regulations as applicable to the Employees of the Board.

(l) "Employee" means any person employed by the Board on payment of wages or salary for any kind of work manual or otherwise.

(m) "Excluded Employee" means an employee who having been subscriber to the RSEB CPF Scheme and Jodhpur CPF Scheme opts to continue to be the member of the said scheme. The RSEB CPF/Jodhpur CPF accounts of such employees will be maintained by the R.P.F. Commissioner/Director of Insurance as the case may be and the amounts standing at their credit will be transferred to the respective authorities.

(n) "Existing employee" means an employee who is already in service of the Board on or before the commencement of the RSEB Employees General Provident Fund Scheme, 1988.

(o) "Option" means a written consent of the existing employee to become either member of the Employees General Provident Fund Scheme, 1988 or to continue as member of the existing CPF/FPF scheme covered under the EPF Act, 1952 within a period of 90 days from the date of commencement of Employees General Provident Fund Scheme 1988 by the RSEB. Any existing employee who does not exercise the option within specified period of 90 days shall be deemed to have exercised option in favour of the existing CPF/FPF schemes covered under the provisions of Employees Provident Fund Act, 1952 and his subscription along with Employees contribution with interest shall be transferred to the Regional Provident Fund Commissioner. The option once exercised or deemed to have been exercised shall be considered as final and no
representation in this respect shall be considered valid for any revision. It will be the personal responsibility of the concerned employee/officer to ensure that his option reaches timely in the office of the COA (P & F) RSEB, Jaipur.

Provided that a Board employee who is on that day out of India/within India on leave or deputation or foreign service or under suspension, may exercise option within one month from the date he takes over the charge of the post, in case he does not get any intimation for exercising option, within one month from the date he is required to exercise it.

(p) "Family Pension Fund" means the amount of subscription and contribution to be transferred monthly to the Regional Provident Fund Commissioner as per scale prescribed by him from time to time in respect of all those existing employee who opt to continue to remain members of the CPF schemes including Employees Family Pension Scheme.

(q) "Family" means:

(i) In the case of a male subscriber, the wife, children whether married or unmarried, and dependent parents of the subscriber and the widow and children of a deceased son of the subscriber. Provided that if a subscriber proves that his wife has ceased under the personal law governing him or the customary law of the community, to which spouse belongs to be entitled to maintenance, she shall no longer be deemed to be part of the subscriber family for the purpose of these rules, unless the member subsequently intimates by express notice in writing to the Controller of Accounts (P&F) that he will continue to be so regarded and

(ii) In the case of a female subscriber, the husband and children of the subscriber, the dependent
parents of the subscriber or of the husband and widow and children of a deceased son of the subscriber. Provided that if a subscriber by notice in writing to the COA (P&F) expresses, her desire to exclude her from the husband's family, the husband and his dependent parents shall no longer be deemed to be a part of the subscriber's family for the purposes of the rules, unless the subscriber subsequently cancels in writing any such notice.

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

(r) "Financial Year" means the year commencing on the first day of April.

(s) "Fund" means the RSEB Employees General Provident Fund, 1988.

**Note:** All Funds pertaining to the subscribers of the RSEB CPF Trust who have opted for Employees General Provident Fund scheme shall be transferred to the said fund on its receipts from the various sources while the employer's contribution along-with interest shall be transferred/refunded to the accounts of the RSEB.

(t) "Subscriber" means an employee of the Board who is required or is permitted to subscribe to the Fund under these Regulations.

(u) "Subscription" means any sum credited by or on behalf of an employee out of his wage/salary etc. to the individual accounts of the employee in the Fund but it does not include any sum credited as interest.
(v) "Scheme" means the Employees General Provident Fund Scheme, 1988.

Administration of the Fund

4. The Fund shall be administered by the Controller of Accounts (Pension & General Provident Fund) from the date of application of these Regulations keeping in view the instructions issued by the Board from time to time.

5. The C.O.A. with the designation of the C. O. A. (P&F) shall exercise administrative and financial powers in the same way the S. E. with the designation as C.O.S. is required to exercise powers delegated to the Circle S.E., apart from the powers as may be further delegated by the Board from time to time in connection with performance of his official duties.

6. All officers and staff appointed for the administration, control and maintenance of accounts etc. shall for all intents and purposes be deemed to be the services of the Board and shall be inter-transferable. Such officers and staff shall be subject to all rules and regulations and all other conditions of service of the Board.

7. The monthly accumulations of the Fund shall be invested jointly by the Controller of Accounts (P&F) and the Deputy C.O.A. (P&F) into the Rajasthan Government securities Bonds and other time deposit schemes and banks after meeting with monthly requirements keeping in view the instructions issued by the Board/Government in this regard. Apart from this, the following points shall be kept in view in connection with administration of the Fund Accounts:

(i) All expenses relating to the administration of the Fund shall be borne by the Board.

(ii) The accounts of the fund will be maintained by the Dy. C.O.A. (P&F) in such form and manner, as may be prescribed from time to time by the Board/F.A. & C.O.A., RSEB.
(iii) All sums paid to the fund or withdrawn from it under these Regulations shall be booked in the books of the Board to an account named “RSEB Employees General Provident Fund”.

(iv) The fund shall be operated upon jointly by the Controller of Accounts and the Dy. C.O.A. (P&F) or such officers as may be authorised by the Board.

(v) The C.O.A. (P&F) / Dy. C.O.A. (P&F) shall prepare budget estimates showing the probable receipts from the subscriptions, probable withdrawals and other expenditure from the Fund during the following financial year and shall be forwarded to the Budget Officer on such date as may be fixed for the submission of the Budget estimates by the F.A. & C.O.A., RSEB.

(vi) The Dy. Controller of Accounts (P&F) shall furnish to the FA&COA such Accounts/Returns relating to the Fund as may be prescribed by the Board/FA&COA RSEB.

(vii) At the end of the each financial year an Income & Expenditure Account together with the balance sheet of the fund duly checked/audited by Chartered Accountant shall be laid down before the Board at a meeting to be held before 31st Dec. each year for their approval.

(viii) The power to interprete the provision of these Regulations shall vest in the Finance & Rules Branch of the Board’s Secretariat.

Note: 1. The FA & COA, RSEB, who at present being the Trustee of the CPF-Trust and is required to sign all documents pertaining to withdrawal and maturity proceeds alongwith interest thereon shall continue to sign all such papers/documents as Trustee till all
to the Controller of Accounts (P&F) by 30th June of each year in respect of the Members of the RSEB Employees General Provident Fund.

Apart from this, the Dy. COA (P&F) on the basis of details of total pay and D. A. as given in the monthly Pay order by the respective Circle Accounts Officers shall claim 8% contribution from the Board/FA & COA for investment into the Govt. securities/Time Deposit Schemes for keeping the same as reserve fund after meeting the monthly current liabilities pertaining to the Pension Payments.

14. Every person except existing employees is required or entitled to become a subscriber of the Fund shall be asked forthwith by his Head of Office to furnish and shall on such demand furnish to him, for communication to the Dy. C.O.A. (P&F) particulars concerning himself and his nominee required for the declaration in Form No. 2. The Head of Office/Controlling Officer shall enter the Particulars in the declaration form and obtain the signature or thumb impression of the person concerned.

15. Duties of Head of Office

Every Head of Office shall send to the Dy. C.O.A. (P&F) within 15 days of the close of each month a return in Form No. 6 of the employees qualifying to become subscribers of the fund for the first time during the preceding month together with the declaration in Form 2 furnished by such qualifying employees.


On receipt of the information as referred to above the Dy. COA (P & F) shall promptly allot an Account Number to each employee and shall communicate the Account Number through the Head of Office.

17. Nomination

(a) Each subscriber shall make in his declaration Form 2
attached, a nomination, conferring the right to receive the amount that may stand to his credit in fund in the event of his death during service period.

(b) A subscriber shall in his nomination distribute the amount that may stand to his credit in the Fund amongst his nominees at his own discretion.

(c) If, a subscriber has a family at the time of making a nomination, the nomination shall be in favour of one or more persons belonging to his family. Any nomination made by such subscriber in favour of a person not belonging to his family shall be invalid.

(d) If at the time of making a nomination, the subscriber has no family the nomination may be in favour of any person or persons but if the subscriber subsequently acquires a family such nomination shall forthwith be deemed to be invalid and the subscriber shall make a fresh nomination in favour of one or more persons belonging to his family.

(e) A nomination made under sub-rule (a) may at any time be changed by the subscriber by a written notice of its cancellation and a fresh nomination in Form 3. If the nominee predeceases the subscriber, the interest of the nominee shall revert to the subscriber who shall make a fresh nomination in respect of such interest.

(f) A nomination or a notice of its cancellation as also a fresh nomination or its modification shall take effect to the extent that it is valid on the date on which it is received by the Dy. C.O A. (P&F).

18. Subscribers Account

A separate account with separate number shall be opened in the name of each subscriber in which shall be credited:

(i) His subscription;
(ii) Loans & advances paid;

(iii) Loan recoveries;

(iv) the interest as provided in Rule–20 on the employees subscription.

Note: All items of the accounts shall be calculated to the nearest rupee i.e. 50 paise and above will be rounded to the next whole rupee and less than 50 paise will be ignored.

19. A subscription book in Form No. 5 shall be supplied to each subscriber by RSEB free of charge. For issue of duplicate subscription book actual cost of book will be charged. The books shall be returnable at the time of final payment. The amount deducted from his pay each month as subscription to the fund shall be noted in the book by the pay disbursing officer under his dated signatures. For this purpose, the subscriber should present the book to the pay disbursing officer.

20. Interest

The Dy. C.O.A. (P&F) shall credit to the account of each subscriber interest at such rate as may be determined by the Board. The rate of interest shall not be less than the rate declared by Government of Rajasthan for the members of General Provident Fund Scheme of the Government employees.

(i) Interest for the period of currency of the account shall be allowed on the balance standing to the credit of the subscriber on the first day of April falling within the period of currency.

(ii) In the case of a claim for the refund under Rules 44 or 45 interest shall be payable upto the end of the month preceding the date on which the full payment is authorised irrespective of the date of receipt of the
claim from the claimant concerned. Provided that the rate of interest to be allowed on claims for refund for the broken currency period shall be the rate fixed for the financial year in which the refund is authorised.

21. The aggregate amount of interest credited to the account of the subscribers shall be debited to the interest suspense account.

22. Annual Statement of Accounts

(1) As soon as possible after the close of each year, the Dy. C. O. A. (P&F) shall send to each subscriber a statement of his account in the Fund in Form No. 4 showing the opening balance at the beginning of the year, the total amount credited during the year, the total amount of interest credited during the year, loan recoveries, if any, and closing balance at the end of the year.

(2) The Dy. C. O. A. (P&F) shall indicate in the statement of account an enquiry whether subscriber desires to make any alteration in the nomination already made under regulation.

(3) Subscribers should satisfy themselves as to the correctness of the Annual Statement and errors should be brought to the notice of the Dy. C. O. A. (P&F) within six months of the receipt of the Statement.

CHAPTER III

PAYMENTS & WITHDRAWALS FROM THE FUND

23. Advances and withdrawals from the Fund

(A) A temporary advance may be granted to a subscriber from the amount standing to his credit in the fund at
the discretion of the authority specified in Schedule-I subject to the following conditions:

(i) that the subscriber shall satisfy that authority of the necessity for the advance.

(ii) that authority shall record in writing the reasons for granting the advance.

(iii) the advances shall in no case exceed 75 per cent of the amount of subscription and interest thereon standing to the credit of the subscriber in the fund at the time when the advance is granted. It shall not except for special reasons, ordinarily exceed the limit of 3 months pay and;

(iv) that the advance is required for:

(a) Paying the passage of the subscriber when proceeding on leave out of India on Medical certificate or returning after such absence, or

(b) paying the passage of his family coming from outside India to join him or proceeding out of India on account of illness or other urgent causes.

(c) meeting the journey expenses of the subscriber or any member of his family, his parents, minor brothers or unmarried widowed sisters. if they are dependent upon him, under medical advice, or to meet expenses incidental to his or to their severe and prolonged illness.

(d) To pay, obligatory expenses on a scale appropriate to the applicants status in connection with marriages, funerals or ceremonies which, by his religion, it is incumbent upon him to perform.

(v) An advance shall not except special reasons, be
granted until at least three months have since elapsed after the final payment of all previous advances;

1. Prolonged illness or accident of self or member of the family fully dependent on the subscriber.

2. Children’s marriage.

(B) When the dependents of a deceased subscriber have been left in an indigent circumstances; an advance not exceeding two thousand rupees may be made by authority, specified in Schedule-1 to meet funeral and incidental expenses, if he is satisfied that the amount advanced can be recovered at the time of payment of Fund money or otherwise.

Note: The advance may be granted in the following cases provided the subscriber applies in writing for the same within three months from the date of the occurrence of the event.

(i) Where the advance is desired for the repayment of a debt which the subscriber has incurred on account of any of the purposes in Rule 23 (A) or 23 (B).

(ii) Where the Board employee has applied for any of the purpose enumerated in the rule i.e. before the occurrence of the event but the sanction for the grant of advance was not communicated till the occurrence of event for which advance was asked for.

(B) Where the subscriber leaves his employment from RSEB and obtains employment in another establishment to which the Employees General Provident Fund is applicable or vice versa then the accumulation to the credit of the employee within such time as may be specified by the Board be transferred to the credit of
the Provident Fund of the establishment in which he is re-employed or as the case may be in the fund established under the scheme applicable to the establishment.

24. Recovery of Advance

(1) An advance under Reg. 23 shall be recovered from the subscriber in such number of equal monthly instalments as the authority sanctioning the advance may direct. But such number shall ordinarily be not less than twenty and not more than thirty six. A subscriber may at his option repay more than one instalment in a month. Each instalment shall be a number of whole rupee, the amount of advance being raised or reduced, if necessary to admit the fixation of such instalments.

(2) Recovery shall be made in the manner prescribed in Reg. 24(1) and shall commence on the first occasion after the advance is made on which the subscriber draws emoluments for a full month. Recovery shall not be made except with the subscriber's written consent, while he is on leave other than privilege leave.

(3) If any advance has been granted to a subscriber and drawn by him and the advance is subsequently disallowed before repayment is completed, the whole or the balance of the amount withdrawn shall forthwith be repaid by the subscriber to the Fund or in default, be ordered by the C.O.A. (P&F) to be recovered by deduction from the emoluments of the subscriber in lumpsum or if the authority competent to sanction an advance for the grant of which special reasons are required under Reg. 23 directs, in instalments not exceeding thirty six.

(4) The Dy. C.O.A. (P&F) may recover the balance of the advance from the subscriber in such manner as he may deem fit, if he is satisfied that the amount advanced from the Provident Fund has been used for purpose other than the one for which it was granted besides
submitting a report to the Disciplinary Authority concerned for any disciplinary action that may be considered fit against the subscriber for the irregularity.

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

25. (a) **Withdrawal from the Fund for the purchase of a Dwelling House/Flat or for the Construction of a Dwelling House Including the Acquisition of a suitable site for the purpose.**

(1) The C.O.A. (P&F) may on an application from a member in such form as may be prescribed and subject to the condition prescribed in this Regulation, sanction from the amount standing to the credit of the member in the fund an advance:

(a) for purchasing a dwelling house/flat, including a flat in a building owned jointly with others (outright or on hire purchase basis), or for constructing dwelling house including the acquisition of a suitable site for the purpose from the State Govt., a Co-operative society and institution, a trust, a local body or a housing finance corporation or Rajasthan Housing Board (hereinafter referred to as the agency/agencies).

OR

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

OR

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

Note:—In this Reg., the expression 'Co-operative Society' means a society registered or deemed to be registered under the Co-operative Societies Act, 1912 (2 of 1912) or under any other law for the time being in force in the State relating to Co-operative societies.

(2) The amount of withdrawal shall not exceed the member's basic wages/pay for thirty six months or the members own share of subscription with interest thereon or the actual cost towards the acquisition of the dwelling site together with the cost of construction thereon or the purchase of the dwelling house/flat or the construction of the dwelling house, whichever is the least.

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

(3) No withdrawal under this Reg. shall be granted unless:—

(i) the member has completed five years' membership of the Fund;

(ii) the member's own share of contribution with interest thereon in the amount standing to his credit in the Fund is not less than one thousand rupees;

(iii) the dwelling site or the dwelling house/flat or the house under construction is free from encumbrances.

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

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

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

Note: No withdrawal shall be granted for purchasing a share in
a joint property or for constructing a house on a site
owned jointly except on a site owned jointly with the
spouse.

Subject to the limitations prescribed in sub-
paragraph (2) :-

(a) where the withdrawal is for the purchase of a dwelling
house/flat or a dwelling site from an agency referred
to in clause (a) of subpara (1) the payment of advance
shall not be made to the member but shall be made
direct to the agency in one or more instalments, as
may be authorised by the member;

(b) where the withdrawal is for the construction of a
dwelling house, it may be sanctioned in such number
of instalments as the COA (P&E) thinks fit:

(c) where the withdrawal is for acquisition of a dwelling
site for the purpose of construction of a dwelling house
thereon – from any individual or any agency, the
amount shall be paid in not less than two equal instal-
ments, the first instalment at the time of the acquisition of the dwelling site and the remaining at his request at the time of the construction of a dwelling house on such dwelling site.

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

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

(6) Except in case subsequently specified in sub-paragraph 7(a) and 7(b), no further advance shall be admissible to a member under this paragraph,

(7) (a) An additional withdrawal upto twelve months' basic wages or the member's own share of contribution with interest thereon, in the amount standing to his credit in the Fund, whichever is less, may be granted once and in one instalment only, for additions, substantial alterations or improvements necessary to the dwelling house owned by the member or by the spouse or jointly by the member and the spouse;

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

(b) A further advance equivalent to the amount of difference between the amount of advance admissible to a
member under sub-paragraph (2) above as on the date of fresh application and the amount of advance that was drawn by a member under this paragraph anytime during six years preceding 3.10.81 may be granted to such a member (i) who had availed the earlier advance for purchase of a dwelling site and has now proposed to construct a dwelling house on the land so purchased, or (ii) who had availed the earlier advance for making initial payments towards the allotments/purchase of a house/flat from any agency as referred to in clause (a) of sub-paragraph (1) above and has now proposed to avail an advance for completing the transaction to get the sole ownership of the house/flat so purchased, (iii) who had availed the earlier advance for construction of a house but could not complete the construction in the time due to lack of funds,

(8) The member shall produce the title deed and such other documents as may be required for inspection which shall be returned to the member after the grant of the withdrawal.

(9) (a) If the withdrawal granted under this paragraph exceed the amount actually spent for the purpose for which it was sanctioned, the excess amount shall be refunded by the member to the Fund in one lumpsum within thirty days of the finalisation of the purchase, or the completion of the construction, or necessary additions, alterations or improvements to a dwelling house, as the case may be. The amount so refunded shall be credited to the member's share of contribution in his account.

(b) In the event of the member not having been allotted a dwelling site/dwelling house/flat, or in the event of the cancellation of an allotment made to the member and of the refund of the amount by the agency referred to in clause (a) of sub-paragraph (1) above in the event of the member not being able to acquire the dwelling
site or to purchase the dwelling house/flat from any individual or to construct the dwelling house, the member shall be liable to refund to the Fund in one lumpsum and in such manner as may be prescribed by the C.O.A. (P&F) the amount of withdrawal remitted under this paragraph to him, or, as the case may be, to the agencies as referred to in clause (a) of sub-paragraph (1). The amount so refunded shall be credited to the member’s own share of contribution in his account.

(10) If the C.O.A. (P&F) is satisfied that the withdrawal granted under this paragraph has been utilised for a purpose other than that for which it was granted or that the member refused to accept an allotment or to acquire a dwelling site or that the condition of withdrawals have not been fulfilled or that there is reasonable apprehension that they will not be fulfilled wholly or partly; or that the excess amount will not be refunded in terms of clause (a) of sub-paragraph (9) or that the amount remitted back to the member by any agency referred to in clause (a) of sub-paragraph (1) will not be refunded in terms of clause (b) of sub-paragraph (9), the C.O.A. (P&F) shall forthwith take steps to recover the amount due with penal interest thereon at the rate of two percent per annum above the rate of interest which may be determined by the Board, from the wages of the member in such manner and in such number of instalments as the C.O.A. (P&F) may determine. For the purpose of such recovery, the C.O.A. (P&F) may direct the Head of Office to deduct such instalment from the wages of the member and on receipt of such directions, the Head of Office shall deduct accordingly. The amount so deducted shall be remitted by the Head of Office to the C.O.A. (P&F) within such time and in such manner as may be specified in the directions. The amount, so refunded excluding the penal interest shall be credited to the member's account in the Fund.
amount of penal interest shall however be credited to the interest suspense account.

(11) Where any withdrawal granted under this paragraph has been misused by the member, no further withdrawal shall be granted to him under this Rule till the full recovery of the amount so paid with penal interest thereon.

26. Advance from the fund for Repayments of Loans in special cases

(1) (a) The C.O.A. (P&F) may on an application from a member, sanction from the amount standing to the credit of the member in the Fund, an advance for the repayment, wholly or partly of any outstanding principal and interest of a loan obtained from State Govt. RSEB, Cooperative Societies/Housing Board/Municipal Corporation or a body similar to Jaipur Development Authority solely for the purposes as specified above.

(b) The amount of advance shall not exceed the member's basic wage/pay for twenty four months or total amount of his subscription alongwith interest whichever is less.

(2) No advance shall be sanctioned under this para unless:--

(a) The member has completed fifteen years’ membership of the Fund.

(b) The member’s own share of contribution with interest thereon in the amount standing to his credit in the fund, is one thousand rupees or more; and

(c) The member produces a certificate or other such documents as may be prescribed by the C.O.A. (P&F) indicating the particulars of the member, the loan granted, the outstanding principal and interest of the loan and such other particulars as may be required.
(3) The payment of the advance under this para shall be made direct to such agency on receipt of an authorisation from the member in such a manner as may be specified by the C.O.A. (P&F) and in no event, the payment shall be made to the member.

Note:—Any existing employee who had opted for “R.S.E.B. General Provident Fund” with pensionary benefits but has already withdrawn any kind of House Building Advance from the R.S.E. Board CPF-Trust including the Board’s contribution with interest, such advanced amount of the Board shall be recovered in lump sum for onwards refunding/crediting to the Board’s account. In case of failure to do so by the said employee/officer the recoverable amount with interest shall be spread equally in the remaining service period and recoveries shall be started after giving due notice to the concerned employee/officer. In case such employee/officer requests in writing, the amount of the Board’s contribution with interest as per Employees General Provident Fund Regulations from the date of sanctioning of such advance shall be recovered from his payable amounts of Employees General Provident Fund, Gratuity, Commutation at the time of retirement/discontinuation of service and shall be credited to the Board’s account.

27. Grant of advance to members who are physically handicapped

(1) A member who is physically handicapped may be allowed a non-refundable advance from his account in the Fund, for purchasing an equipment required to minimise the hardship.

(2) No advance under para (1) above shall be paid unless the member produces a medical certificate from a competent medical practitioner to the satisfaction of the COA (P&F), to the effect that he is physically handicapped.
(3) The amount advanced under this para shall not exceed the member's basic wages for six months or his total amount of subscription in the Fund whichever is less.

(4) No second advance under this Reg. shall be allowed within a period of five years from the payment of an advance allowed under this regulation.

28. Advance from the fund in case of natural calamities

(1) The C.O.A. (P&F) of the Board may on an application on proforma enclosed from a member whose property, movable or immovable, has been damaged by a calamity or exceptional nature viz. floods and earthquakes, authorise payment to him from the Fund Account, a sum of Rs. 500/- or fifty percent of the amount standing at his credit in the Fund including interest thereon to meet any unforeseen expenditure, whichever is less.

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

(i) The State Government has declared that the calamity has affected the general public in the area, and

(ii) The member produces a certificate from his controlling officer to the effect that his property (movable or immovable) has been damaged as a result of the calamity.

29. Advance from the fund for illness in certain cases

(1) A member may be allowed non-refundable advance from his account in the Fund on the prescribed proforma as enclosed in case of (a) hospitalisation lasting for one month or more, or (b) major surgical operation in a hospital or (c) suffering from T.B., Leprosy, Paralysis or Cancer and having been granted leave by his employer for treatment of the said illness.

(a) The advance shall be granted if a doctor of the hospital certifies that surgical operation or, as the case may
be, hospitalisation for one month or more has become necessary.

(2) A member may be allowed non-refundable advance from his account in the Fund for the treatment of a member of his family who has been hospitalised or required hospitalisation for one month or more.

(a) for a major surgical operation, or

(b) for the treatment of T.B., Leprosy, Paralysis or Cancer provided that no such advance shall be granted to a member unless he has produced a certificate from a doctor of the hospital that the patient has been hospitalised or required hospitalisation for one month or more, or that a major surgical operation has become necessary.

(3) The amount of advance under this Reg. shall not exceed the member's basic wages for three months or his share of contribution with interest in the fund, whichever is less.

(4) No second advance under this Reg. shall be allowed within a period of three years from the date of payment of advance previously sanctioned. Where the competent authority of the Board is not satisfied with a medical certificate furnished by the member under this Reg. he may before granting an advance under this Reg. demand from the member another medical certificate to his satisfaction.

30. Advance from the Fund for Daughter's Marriage

(1) The competent authority of the Board may on an application from a member on the prescribed proforma as enclosed, authorise payment to him, a non-refundable advance from his P. F. account not exceeding fifty percent of the total amount standing to the credit of his account including interest for his daughter's marriage.

(2) No advance under this Rule shall be sanctioned to a member unless;
(a) He has completed five year's membership of the fund including membership of CPF Scheme, and

(b) The amount of his total subscription including interest thereon standing to his credit in the fund is rupees one thousand or more.

(3) If, the competent authority is satisfied that the advance granted under this Regulation has been utilised for a purpose other than that for which it was granted or that the conditions of advance have not been fulfilled within a reasonable time, the C. O. A. (P&F) forthwith shall take steps to recover the amount due with interest at the rate not exceeding the rate of interest as declared by the Government of Rajasthan/Board for the concerned period from the wages of the member in such number of instalments as the competent authority may determine. The amount so deducted shall be remitted to the Dy. C. O. A. (P&F) alongwith monthly pay order for onwards crediting to the member's account.

31. Restriction on grant of advance

A subscriber may be granted an advance under Rule 25 or under Rule 26. The total amount of advance granted under MIGH/LIGH Scheme House Building Advance Rules/Regulations for the grant of House Building Advance of the R. S. E. Board and Rule 25 & 26 of these Rules shall not exceed 45 months basic pay of the member.

32. Withdrawal for other purposes

(1) Subject to the conditions specified in Rules, withdrawals may be sanctioned by the Chairman at any time, after the completion of 10 years' of service (including broken periods of service, if any, of a subscriber of within 5 years before the date of his retirement or superannuation, whichever is earlier from the amount standing to his credit in the Fund) for one or more of the following purposes, namely;

(a) Meeting the cost of higher education, including, where
necessary, the travelling expenses of any child of the subscriber in the following cases;

(i) For education outside India for academic, technical, professional or vocational course beyond the High School Stage and;

(ii) For any medical, engineering or other technical or specialised course in India beyond the High School stage, provided that the course of study is not for less than 3 years.

(b) The sum withdrawn by a subscriber for any one time specified in sub Rule (a) shall not exceed one half of his total subscription and interest thereon or six months' basic wages whichever is less.

(c) The subscriber shall satisfy the C.O.A. (P&F) that the money has been utilised for the purpose it was withdrawn, and if he fails to do so the whole of the sum so credited/withdrawn shall forthwith be repaid in one lumpsum together with interest thereon at a rate higher by 1% that what is allowed to the subscriber in a particular year by the subscriber to the Fund and in default of such payment it shall be ordered by the C.O.A. (P&F) to be recovered from his emoluments either in lumpsum or in such number of monthly instalment as may be determined by the Chairman. The amount so deducted shall be remitted to the Dy. C.O.A. (P&F) for being credited to the subscriber's account.

33. Financing of Member's Life Insurance Policies

(1) Where a member desires that the premium due on a policy of life insurance taken by him for his own life should be financed from his General Provident Fund account, he may apply in such form and in such manner as may be prescribed by the C.O.A. (P&F).

(2) On receipt of such application, the Dy. C.O.A. (P&F)
may make payment on behalf of the member to the L. I. C. of India towards premium due on his policy;

Provided that no such payment shall be made unless the premium is payable yearly.

(3) Any payment made under (2) above shall be made out of and debited to the member's G. P. F. account.

(4) No payment shall be made under sub-para (2) above unless there is sufficient balance in the member's General Provident Fund Account with interest thereon to pay the premium, and where the payment is to be made on the first premium sufficient to pay the premium for two years.

(5) No payment shall be made towards policy unless it is legally assignable to the C.O.A. (P&F).

(6) The C.O.A. (P&F) shall before making payment in respect of existing policies, satisfy himself by reference to L.I.C. that no prior assignment of the policy exists and the policy is free from all encumbrances.

(7) No educational endowment policy or marriage endowment policy shall be financed from the Fund, if such policy is due for payment in whole or in part before the member's attaining the age of superannuation.

34. Assignment of policies to the fund

(1) The policy shall within six months of the first payment be assigned by endorsement thereon to the C.O.A. (P&F).

(2) Notice of assignment of the policy shall be given by the member to the Life Insurance Corporation and the acknowledgment of the said notice by the Corporation shall be sent to the C.O.A. (P&F) within three months of the date of assignment.

(3) The terms of the policy shall not be altered nor shall the policy be exchanged for another policy without the prior con-
sent of the C.O.A. (P&F) to whom the details of the new policy shall be furnished in such form as may be specified.

(4) If, the policy is not assigned and delivered as required under the Reg. or is assigned otherwise than to the C.O.A. (P&F) or is charged or encumbered or lapses, any amount paid from the Fund in respect of such policy shall, with interest thereon at the rate provided under the Reg. be repaid by the member forthwith to the Fund. In the event of default, the Head of office shall on receipt of such directions as may be issued by the C.O.A. (P&F) in this behalf deduct the amount in lumpsom or in such instalments as the C.O.A (P&F) may determine from the emoluments of the member and pay it to the Fund within such time and in such manner as may be specified. The amount so repaid or recovered shall be credited to the member’s account in the Fund.

35. **Bonus on policy to be adjusted against payment made from the Fund**

So long as the policy remains assigned to the C.O.A. (P&F), any bonus accruing on it may be drawn by him and adjusted against the payments made on behalf of the member.

36. **Reassignment of Policies**

(1) Where the accumulations standing to the credit of member are withdrawn or when the member repays to the Fund the amount of premium paid the C.O.A. (P&F) with interest thereon at the rate provided in the Reg. the C.O.A. (P&F) shall reassign by endorsement thereon the policy to the member together with a signed notice of reassignment addressed to the Life Insurance Corporation.

(2) If, the member dies before the policy has been reassigned under sub. Reg. (1) above the C.O A. (P&F) shall reassign by endorsement thereon, the policy to the nominee of the member, if a valid nomination subsists and if there be no such nomination, to such persons as may be legally entitled to receive it together with a signed notice of reassignment, to the L.I.C.
(3) If, any subscriber desires in writing to discontinue the financing of L.I.C. policy, through General Provident Fund he may be allowed to do so by the C.O.A. (P&F) subject to recovery of the amount of G.P.F. paid to the LIC. with interest in number of instalments as prescribed by the C.O.A. (P&F).

Note:— The Policy assigned in favour of the C.O.A. (P&F) shall continue to be kept with the fund office till recovery of the amount withdrawn from the Fund to finance the policy to avoid obtaining the surrender value of the policy direct from L.I.C. by the subscriber.

37. Recovery of amount paid towards Insurance Policies

If, a policy matures or otherwise falls due for payment during the currency of its assignment the C.O.A. (P&F) shall realise the amount assured together with bonus, if any, accrued thereon, placed to the credit of the member the amount so realised, or the whole of the amount paid from the fund in respect of the policy with interest thereon whichever is less and refund the balance, if any, to the member.

38. (1) Save as provided in the Rule when the subscriber;

(a) quits the service.

(b) has proceeded on leave preparatory to retirement and applied to the C.O.A. (P&F) for the reassignment or return of policy or,

(c) While on leave, has been permitted to retire or declared by competent medical authority to be unfit for further service and applies to the C.O.A. (P&F) for reassignment, or return of the policy or

(d) Pays or repays to the fund the whole of any amount withdrawn from the fund for any of the purposes mentioned in the Rules, the C.O.A. (P&F) shall:—

(i) If, the policy has been assigned to the C.O.A. (P&F), reassign the policy in the first form setforth
in the fourth schedule, to the subscriber or to the joint assured, as the case may be and make it over to the subscriber together with a signed notice of the reassignment addressed to the insurance company.

(ii) If, the policy has been delivered to him under the Rules make over the policy to the subscriber.

Provided that if the subscriber after proceeding on leave preparatory to retirement, or after being while on leave permitted to retire or after being while on leave permitted to retirement or declared by competent medical authority to be unfit for further service, returns to duty, any policy so reassigned or made over shall if it has not matured or been assigned or charged or encumbered in any way, be again assigned and delivered to the C.O.A. (P&F) as the case may be.

Provided further that if the policy has matured or been assigned or charged or encumbered in any way, the provisions of the Rules, applicable to a failure to assign and deliver a policy, shall apply.

(2) Save as provided in the Rules, when the subscriber dies before quitting service the C.O.A. (P&F) shall:

(i) If, the policy has been assigned to the C.O.A. (P&F) under Rules arrange to reassign the policy in the second form set forth in the fourth schedule to such person as may be legally entitled to receive it and shall make over the policy to such person together with a signed notice of reassignment addressed to the Insurance Company.

(ii) If, the policy has been delivered to him, he will make over the policy to beneficiary if any, or if there is no beneficiary to such person as may be legally entitled to receive it.

39. (1) If, a policy assigned to the Board under the Rules matures before the subscriber quits the service, or if a policy on
the joint lives of a subscriber and his wife, assigned under the said Rules falls due for payment by reason of the wife's death, the C.O.A. (P&F) save as provided in the Regulation shall proceed as follows:

(i) If, the amount assured together with the amount of any accrued bonuses is greater than the whole of the amount withdrawn from the fund in respect of the policy the C.O.A. (P&F) shall arrange to reassign the policy to the subscriber or the subscriber and the joint assured as the case may be and make it over to the subscriber who shall pay or repay to the fund the whole of any amount withdrawn with interest and in default the provisions under the Rules applicable to a failure to assign and deliver a policy, shall apply.

(ii) If, the amount assured together with the amount of any accrued bonuses is less than the whole of the amount withdrawn with interest, the C.O.A. (P&F) shall realise the amount assured along with any accrued bonuses and shall place the amount so realised to the credit of the subscriber in the Fund.

(2) Save as provided under the Regulation, if a policy delivered to the C.O.A. (P&F) matures before the subscriber quits service, the C.O.A. (P&F) shall make over the policy to the subscriber.

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

(i) the whole of any amount withdrawn from the fund in respect of the policy with interest thereon.

(ii) an amount equal to the amount assured together with any accrued bonuses, whichever is less and in default
the provisions as applicable to a failure to assign and deliver a policy shall apply.

(40) If, the policy lapses or becomes assigned other than the C.O.A. (P&F) under Regulations applicable to failure to assign and deliver a policy shall apply.

If, the C.O.A. (P&F) receives notice of;

(a) an assignment (other than an assignment to the C.O.A. (P&F) or

(b) A charge or encumbrance or

(c) an order of a court restraining dealings with the policy or any amount realised thereon, the C.O.A. (P&F) shall not (i) realise the amount assured by the policy or reassign or make over the policy.

(41) Notwithstanding anything contained in these Regulations if the sanctioning authority is satisfied that money drawn as an advance from the fund or withdrawn from the fund has been utilised for a purpose other than that for which sanction was given to the drawal or withdrawal of the money, the amount in question shall forthwith be repaid or paid as the case may be by the subscriber to the fund, or in default be ordered to be recovered by deduction in lumpsum from the emoluments of the subscriber, even if he be on leave, if the total amount to be repaid, or paid, as the case may be more than half the subscriber emoluments, recoveries shall be made in monthly instalments, of moieties of his emoluments till the entire amount recoverable be paid or repaid, as the case may be, by him.

42. Withdrawal of Ninety Percent

(1) When a subscriber has proceeded on leave preparatory to his retirement, or has been permitted to retire at the end of his leave, or been declared by competent medical authority to be unfit for further service, the controlling officer in consultation
with the C.O.A. (P&F) may on the application of the subscriber permit him to withdraw an amount not exceeding 90 percent of the amount of his subscription and interest thereon standing to his credit in the Fund.

(2) If, the subscriber returns to duty, he shall repay to the fund, for credit to his account the whole of the amount withdrawn by him under sub Rule (i) above either in lumpsum or in such instalments as may be fixed by the Controlling Officer as a condition of continued employment.

43. Circumstances in which Accumulations are Payable

The full amount standing to the credit of a subscriber shall be payable.

(a) On retirement from service either after attaining the age of superannuation or on compulsory retirement under the provisions of service Regulations.

Provided that a subscriber who has not attained the age of retirement at the time of termination of his services shall also be entitled to withdraw full amount standing to his credit, if he attains the age of retirement before the payment is allowed or;

(b) On retirement on account of permanent and total incapacity for or due to bodily or mental infirmity duly certified by the prescribed Medical authority provided that a member suffering from T.B. or Leprosy even if contacted after leaving service of the Board on grounds of illness but before payment is authorised shall be deemed to have been permanently and totally incapacitated for work;

(c) On death;

(d) In case of retrenchment or permanent discharge for no fault of the subscriber;

(e) In case of resignation and joining the service of other
establishment covered under the similar General Provident Fund Regulations.

44. Accumulation of a Deceased Member to whom payable

On the death of a subscriber before the amount standing to his credit has become payable or where the amount has become payable before payment has been made, the amount at the credit of the subscriber's account shall become payable as follows:

(a) If a nomination made by a subscriber in accordance with Reg. 17 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 accordance with such nomination.

(b) If no nomination subsists or if the nomination relates only to a part of the amount standing to his credit in the Fund, the whole amount or the part thereof to which the nomination does not relate as the case may be, shall become payable to the members of the family of the deceased subscriber in equal shares. Provided that no shares shall be payable to:

(i) Sons who have attained majority.

(ii) Sons of deceased son who have attained majority,

(iii) married daughters whose husbands are alive; and

(iv) married daughters of a deceased son whose husband is alive if there is a member of the family other than those specified in (i), (ii), (iii) and (iv) above and provided further that the widow or widower and the child or children of a deceased son receive between them in equal parts only the share which that son would have received if he had survived the subscriber and had not attained age of legal majority at the time of subscriber's death.
Note:—For the purpose of this rule a subscriber's posthumous child if born alive shall be treated in the same way as a surviving child born before the subscriber's death.

Note:—When a person named in the nomination dies before the subscriber, the nomination in the absence of a direction become null and void in respect of that person only, and his interest will revert the subscriber.

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

45. (1) If the person to whom any amount is to be paid under these rules is a minor or a lunatic for whose state a manager or guardian has been duly appointed, the payment shall be made to such guardian or manager for the minors or lunatic's benefit, and if no such guardian or manager has been appointed, the payment shall be made to such person or persons authorised by law to receive payment on behalf or the minor or lunatic.

(2) If, it is brought to the notice of the C.O.A. (P&F) that a posthumous child is to be born to the deceased member he shall retain the amount which will be due to the child in the event of its being born alive, and distributed the balance. If subsequently, no child is still born the amount retained shall be distributed in accordance with the provisions of the Regulations.

(3) Payment of amounts standing to the credit of a subscriber account shall be made only in India. The persons to whom the amount are payable shall make their own arrangement to receive payment in India.

(4) In case where no nomination subsists and payment cannot be made as per RSEB employees G.P.F. Reg The payment shall be arranged only after production of Succession certificate.
Note: When the amount standing to the credit of a subscriber has become payable, the C.O.A. (P&F) subject to the provisions of Reg. shall make prompt payment of that portion of the amount in regard to which there is no dispute or doubt, the balance being adjusted as soon thereafter as may be.

Note: The Board/Controller of Accounts (P&F) is not bound by nor recognises any assignment or encumbrances executed or attempted to be executed, which affects the disposal of the accumulations of a subscriber who dies while in service.
SCHEDULE-I
(Regulation)

Authority competent to grant Loans and Advances from the Fund:

COA (P&F), Full powers in respect of officers and other employees including ordinary and special loan exceeding 3 months' pay but not exceeding 75% of the amount of own contribution and interest thereon standing at the credit of the subscriber subject to the conditions specified in Regulations.

R.S.E.B.

Dy.COA(P&F), Full powers for ordinary loans in respect of employees other than officers upto 3 months, pay subject to the conditions specified in Regulations.

R. S. E. B.

Note: The Dy. COA (P&F) will be the authority competent for disbursement of the loan sanctioned to the employees through the Head of office and direct to the L.I.C. for financing the policies of the subscribers' upto Rs. 40,000/- . All payments exceeding Rs. 40,000/- shall be jointly signed by the COA (P&F) and Dy. COA (P&F).
SCHEDULE - II
FORM OF ASSIGNMENT
(Regulation)

(1)

I, A. B. of .................................. hereby assign unto the Dy. C. O. A. (P&F) within policy of assurance as Secretary for payment of all sums which under the R.S.E.B. Employees General Provident Fund may hereafter become liable to pay to the R.S.E.B.

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

Dated this ............................. day of .............................

Station

Signature of subscriber
Signature of witness.

(2)

We, A.B. (the subscriber) .................................. and C.D. the joint assured of .................................. in consideration of the Dy. COA (P&F) agreeing at our request to accept payments towards the within policy of assurance in substitution for the subscription payable by me, the said A.B. to the R.S.E.B. G.P.F. (or as the case may be) to accept the withdrawal of the sum of Rs. ............................. from the sum to the credit of the said A.B. in the R.S.E.B. G.P.F. for payment of the premium of the within said Dy. C.O.A. (P&F) within policy of assurance as security for payment of all sums which under sub-regulation of ............................. the said Fund(s) the said A.B. may be hereafter become liable to pay to the Fund.
We hereby certify that no prior assignment of the within policy exists.

Dated this day of 19...-

Station

One witness to signature Signature of the subscriber and Joint assured.

Note: The assignment may be executed on the policy itself either in the subscriber's handwriting or in type or alternatively typed or printed slip containing the assignment may be posted on the blank space provided for the purpose on the policy. A typed or printed endorsement must be duly signed and if posted on the policy it must be initialed across at all four margins.

(3)

I, CD, wife of A.B. and the assignee of the within policy having at the request of A.B. the assured agreed to release my interest in the policy in favour of A.B. in order that A.B. may assign the policy to the Dy. C.O.A. (P&F) who has agreed to accept payments towards the within policy of assurance in substitution for the subscription payable by A.B. to R.S.E.B. G.P.F. hereby at the request and by the direction of A.B. assign, and I, the said A.B. assign and confirm must the C.O.A. (P&F) within policy of assurance as security for payment of all the sum which under the Reg of the said A.B. may hereafter become liable to the fund.

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

Dated this day of 19...

Station

One witness to signature Signature of the assignee and the subscriber.
SCHEDULE-III

FORM OF REASSIGNMENT AND ASSIGNMENT BY THE COA (P&F) RAJASTHAN STATE ELECTRICITY BOARD

(1)

All sums which have become payable by the above named A.B. and C.D. under the R.S.E.B. G.P.F. Regulations having been paid and all liability for payment by him of and such sums in the future having ceased, the C.O.A. (P&F) RSEB do hereby reassign the within policy of assurance to the said A.B. .......... A.B. & C.D.

Dated this day of 19 ....... ....

Executed by (........ .... ....) for and on behalf of the COA (P&F) Rajasthan State Electricity Board in the presence of ............ ....... (Signature). (One witness who should add his designation and address).

(2)

The above named A.B. having died on the ............... ......... ......... day of 19 ......... ......... , the COA (P&F), R.S.E.B. doth hereby assign the within policy of assurance to C.D........ ......... (Fill particulars of persons legally entitled to receive policy)

Executed by .......... .... .... .... for and on behalf of the COA (P&F) R.S.E.B. in the presence of XY.

YS............ .... .... ......... (Signature of ......... .... .........)

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

FORM OF REASSIGNMENT BY THE COA (P&F)
RAJASTHAN STATE ELECTRICITY BOARD

The COA (P&F), Rajasthan State Electricity Board and doth hereby reassign the within policy to the said.

A. B. .... —— ………. …………

A. B. & C. D.

Dated this day of 19.... …………..

Executed by

For and on behalf of the COA (P&F), Rajasthan State Electricity Board in the presence of

YS

Signature of

(One witness who should add his designation and address)
FORM I (A)

RAJASTHAN STATE ELECTRICITY BOARD
OPTION FORM

I, ..................................... .... Designation ........................................
at present entitled to C.P.F./F.P.F. benefits under the RSEB Rules,
hereby opt to subscribe to the Employees General Provident Fund
Scheme, 1988 of the R.S.E.B. with Pension and Gratuity benefits
as per Rules of the Government of Rajasthan.

1. Name (In block letters)
2. Occupation
3. Sex
4. Religion
5. Father's name
6. Husband's name (for married woman only)
7. Permanent Address
8. Pension Rules already applicable

I declare that all particulars stated above are true to the
best of my knowledge and belief. I also enclose herewith my
application in the prescribed form for becoming a subscriber to
the Employees General Provident Fund, 1988.

Date........................................

Encl: ........................................
Signature or left hand thumb
Impression of Person (Employee)
FORM I (B)

I, ........................................... Designation...........................................
at present member of C.P.F./F.P.F. with Account No................. want to continue in the present RSEB C.P.F./F.P.F. Scheme.

1. Name (In block letters)
2. Occupation
3. Sex
4. Religion
5. Father's name
6. Husband's name (married woman only)
7. Permanent address
8. Pension rules already applicable

I declare that all particulars stated above are true to the best of my knowledge and belief.

Date............................... Signature or left hand thumb
Encl:

Impression of Person (Employee)

______________________________

Certified that above declaration has been signed by.............

................................. ....... employed.................................

before me and he/she is entitled to pensionary/CPF/EPF rights.

Dated..............................

Signature of the Head of office.
RAJASTHAN STATE ELECTRICITY BOARD
Employees General Provident Fund

FORM '2'

DECLARATION AND NOMINATION FORM
(Vide Regulation ... ...........)

1. Name (In block letters) Surname :

2. Caste

3. Sex

4. Religion

5. Occupation Shop/Establishment/Department

6. Height

7. Father's Name

8. Husband's Name
   (For married woman only)

9. Marital status
   (Whether bachelor, spinster, married, widow or widower)

10. Date of birth Day Month Year
    (Where exact particulars are not available approximate age may be indicated in consultation with the Medical Officer of the R.S.E.B.)

11. Marks identification

12. Permanent Address
   Village Thana Taluk/Sub-division
   District State

I declare that I hereby nominate the persons mentioned below to receive the amount standing to my credit in the Fund in
the event of my death before that amount has become payable or having become payable has not been paid and direct that the said amount shall be distributed among the said persons in the manner shown below against their names:

<table>
<thead>
<tr>
<th>Name and address of the nominee or nominees</th>
<th>Nominee's relationship with the member</th>
<th>Age of nominee</th>
<th>Amount of share of accumulations in the Fund to be paid to each nominee</th>
<th>Contingencies the happening of which the nomination shall become invalid</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2</td>
<td>3</td>
<td>4</td>
<td>5</td>
</tr>
</tbody>
</table>

Dated ...........................................

Signature or left hand thumb impression of the member.

Certified that the above declaration has been signed by the employee .......... .......... employed in R.S.E.B. before me after he has read the entries/the entries have been read over to him by me.

RAJASTHAN STATE ELECTRICITY BOARD
EMPLOYEES GENERAL PROVIDENT FUND

FORM No. 3
(Vide Regulation... .........)

I, .......................................................... hereby cancel the nomination made by me on the........... .......... as regards the disposal, in the event of my death of the amount standing to my credit in the Employee's General Provident Fund and hereby nominate the persons mentioned below to receive the amount standing to my credit in the Fund in the event of my death before that amount has become payable, or having become payable has not been paid and direct that the said amount shall be distributed among the said persons in the manner shown against names:

<table>
<thead>
<tr>
<th>Name and address of the nominee or nominees</th>
<th>Nominees relationship with the member</th>
<th>Age of nominee</th>
<th>Amount or share of accumulations in the Fund to be paid to each nominee</th>
<th>Contingencies on the happening of which the nomination shall become invalid</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2</td>
<td>3</td>
<td>4</td>
<td>5</td>
</tr>
</tbody>
</table>

Date

Signature or left hand thumb impression of member.

Certified that the above declaration has been signed before me by .................................. employed in .................................. of the R. S. E. B.

Signature of the officer.
RAJASTHAN STATE ELECTRICITY BOARD

EMPLOYEES GENERAL PROVIDENT FUND

FORM – 4

Name & Designation
father's name
E.G.P.F. A/C. No.
office
Rate of Interest
allowed.

Subscriber's Annual Statement for the year

<table>
<thead>
<tr>
<th>Account No.</th>
<th>Name</th>
<th>Opening balance</th>
<th>Credit during the year</th>
<th>Recoveries of withdrawals</th>
<th>Interest during the year</th>
<th>Total during the 3 to 6 year</th>
<th>Withdrawals during the 7 to 8 year</th>
<th>Closing balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2</td>
<td>3</td>
<td>4</td>
<td>5</td>
<td>6</td>
<td>7</td>
<td>8</td>
<td>9</td>
</tr>
</tbody>
</table>

(i) If an employee desires to make any alteration in his previous nomination, he should forward a revised declaration in the prescribed form.

(ii) In the case where the employee had made no nomination in favour of a member of his family owing to his having no family at the time but had acquired a family thereafter, a fresh declaration in the prescribed form should be forwarded forthwith.
(iii) The employee is requested to satisfy himself as to the correctness of the statement and to bring errors if any to the notice of the Deputy Controller of Accounts (P&F), RSEB, promptly within six months at the latest from the date of receipt of the statement.

(iv) In case of transfer or proceeding on deputation the employee concerned will intimate the Dy. COA (P&F) about the place of new posting for keeping account to date.

(v) In case provisional slip is received the employee concerned will immediately intimate his transfer position to the Dy. COA (P&F) for completing the account and sending him correct formal slip.
RAJASTHAN STATE ELECTRICITY BOARD
EMPLOYEES GENERAL PROVIDENT FUND

FORM No. 5
(SUBSCRIPTION BOOK)

1. Name in Block letters
2. Father's name
3. Caste and Sex
4. Designation
5. Account no.

<table>
<thead>
<tr>
<th>Date of deduction</th>
<th>Month for which deducted</th>
<th>Name of Office or Section</th>
<th>Amount</th>
<th>Signature of Disbursing Officer</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2</td>
<td>3</td>
<td>4</td>
<td>5</td>
</tr>
</tbody>
</table>
RAJASTHAN STATE ELECTRICITY BOARD

FORM No. 6
(Para..............................)

Return of employees qualifying for subscriber-ship of the Rajasthan State Electricity Board Employees General Provident Fund for the first time during the month of... .......... .......... 19 .......... .......... .....

(To be sent to the Dy. C. O. A. (P&F) with Form-2)

Name and address of the
Unit/Office.

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Account No.</th>
<th>Name of the employee in Capital letters</th>
<th>Father's Name or husband's Name</th>
<th>Age</th>
<th>Sex</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2</td>
<td>3</td>
<td>4</td>
<td>5</td>
<td>6</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Date of eligibility for membership</th>
<th>Total period of previous service excluding period of breaks as on date of joining the fund</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>8</td>
<td>9</td>
</tr>
</tbody>
</table>
FORM-7

REGULATION

Classified summary of the assets of the employees General Provident Fund for the year:—

<table>
<thead>
<tr>
<th>Class of asset</th>
<th>Book value as per (a) below</th>
<th>Market value as on 19</th>
<th>Remarks as per (c) below</th>
</tr>
</thead>
<tbody>
<tr>
<td>3. Indian Municipal Port and Improvement Trust Securities including debentures.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. Debentures of Indian Railways.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. Guaranteed and preference shares of Indian Railways.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6. Annuities of Indian Railways.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7. Ordinary Shares of Railways in India.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8. Other debentures of concerns in India.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9. Other guaranteed and preference/shares of concerns in India.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10. Other ordinary shares of concerns in India.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11. Cash on deposits in Bank.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

13. Other Assets (to be specified).

The summary shall show:

(a) The value for which credit is taken in the account for each of the above mentioned class of Assets.

(b) The market value of such of the above mentioned classes of assets as has been ascertained from published quotations.

(c) How the value of such of the above mentioned classes of assets has now been ascertained from published quotations has been arrived at.

Controller of Accounts P&F)
NON REFUNDABLE ADVANCE

RAJASTHAN STATE ELECTRICITY BOARD EMPLOYEES GENERAL PROVIDENT FUND

(Form of application for an advance from the Employees General Provident Fund under Regulations).

To:

The Controller of Accounts (P&F),
Rajasthan State Electricity Board,
Jaipur.

I. ........................................ son/daughter of ....... .................... .........................................
........................................ employed in the office of the ......................................... 
........................................ with RSEB Employees G.P.F. Account
No. ........................................ request an advance of Rs. ......................... 
(Rupees ...........................................) out of my credit/subscription with interest thereon standing
in the said Account for ................................................................. as mentioned
below:

(a) Purchasing a dwelling house

(b) Purchasing a dwelling site

(c) Construction of a dwelling house

(d) Addition to the dwelling house already constructed or purchased out of an advance taken earlier under
rule .........................................

(e) Completing the construction of the dwelling house already commenced from the advance taken earlier.

2. Particulars

(i) Rate of basic wages/pay per month.

(ii) Date of application on which an advance for the purpose mentioned in (a) or (e) above was granted
from the Fund earlier.
(iii) Location of the dwelling site/house intended to be purchased constructed/already purchased/already constructed.

(iv) Name and address of the present owner of the dwelling site/house intended to be purchased (The title deed or an attested copy thereof to be enclosed).

(v) Desired mode of remittance(s) by postal money order at the member’s cost to-

(vi) No of instalments.

(vii) In case of hire purchase arrangement please state:

(a) Total No. of instalments.
(b) Amount of each instalment Rs. .......... ....
(c) Total amount of instalment Rs. .... .... .... ....
(d) Date of payment of instalments.
(e) Authority to whom instalments is to be remitted.

(viii) (a) Date of commencement of subscribership.
(b) Currency of subscribership.

(ix) (a) Valuation of the site/house construction assessed by the Executive Engineer (Civil) (Certificate to be attached).
(b) Loan already taken from Board Rs. .......... ..........
(c) Present state of dwelling house or the state at which the construction is now to be filled in if the application is for the purpose (d) or (e) of para 1.

3. Conditions

I undertake to comply with the following conditions:

(i) The amount of advance shall be utilised for the purpose applied for.

(ii) If the amount of advance is in excess of the actual expenditure incurred for the purpose for which the
advance is granted, the excess shall be refunded to the fund within 30 days or the finalisation of the purpose or completion of the construction or completion of the addition to the dwelling house as the case may be.

(iii) If the advance is for construction of a dwelling house the construction shall be commenced within six months of withdrawal of the first instalment and completed within six months of the withdrawal of the final instalment.

(iv) If the advance is for the purchase of a dwelling site or a dwelling house, the purchase shall be completed within six months of the withdrawals.

(v) The amount of advance shall not be utilised in purchasing dwelling site or house which is not free from encumbrance or which is a share in a joint property.

(vi) The amount of advance shall not be utilised for constructing a dwelling house on land which is not owned solely by me.

(vii) Such title deeds, plans other documents and information related to the intended purchase, constructing or addition as may be called for by the COA (P&F) from time to time shall be furnished to him on demand.

(viii) A declaration in the form prescribed by the COA (P&F) shall be furnished to him immediately on finalisation of the purchase or completion of the construction or addition to the house.

(ix) If the purchase or construction for which the advance is granted does not materialise or if there is any breach of any of the conditions specified herein or in the RSEB Employees G.P.F. Regulations the entire amount of the advance together with interest thereon at the rate to be determined by the C.O.A. (P&F) shall be refunded to the Board.
(x) The dwelling house or the dwelling site purchased or
the dwelling house constructed shall be assigned to the
C.O.A (P&F) within three months of the purchase/of
the construction as the case may be.

4. Declaration

I declare that:

(i) I have not taken any advance from the Fund under
    Regulation of the RSEB Employees GPF.

(ii) The dwelling site/house intended to be purchased out
    of the advance applied for is free from encumbrance
    and is not a share in a joint property.

(iii) Without further advance now applied for the construc-
     tion already commenced cannot be completed/the
     addition which are essential cannot be made.

(iv) I am the sole owner of the land on which I intend to
     construct a dwelling house out of the advance applied
     for.

(v) I have not taken any other advance from the fund
    under the RSEB GPF Regulations.

(vi) All requirements of the local authorities in connection
     with the intended construction/purchase have been
     satisfied.

(vii) The COA (P&F) is hereby authorized to make withdra-
     wals from my RSEB Employees Provident Fund
     Account No........... for purpose of paying the said
     amount on hire purchase instalment every year direct
     to......... .......... or recovery from my salary in
     case condition No. 3 (ix) is not satisfied.

Date: ..................  Signature or left hand thumb
                      impression of the subscriber.
                      G.P.F. Account No. ..........
No. RSEB/

Forwarded to the C. O. A. (P&F), RSEB, Jaipur.

It is certified that the application has been signed by _______ _______ _______ — employed in my office/establishment (name of the subscriber) after he/she has read the conditions/ the contents have been explained to him/her and that the account number and the rate monthly wages given in the application are correct. Certified that monetary quantitative limits for grant of loan under para ———— ——— ——— of GPF Regulations have not been exceeded.

Dated ———— ———

Signature of the employer.

(Seal)

Head of Office/Controlling Officer.
RAJASTHAN STATE ELECTRICITY BOARD  
(Finance and Rules Section) 

No. RSEB/F&R/F.(Pension)/D. 2 Jaipur, Dated; 6.1.89

NOTICE

Sub: Grant of option to the employees of the RSEB who are availing retiring benefits admissible under the RSEB C.P.F. Rules/Jodhpur C.P.F. Rules to come over to pensionary benefits under the RSEB Employees Pension Regulations, 1988 and RSEB Employees General Provident Fund Regulations, 1988.

The Board in its 379th meeting held on 28.11.88 has decided that the employees of the Rajasthan State Electricity Board who are in continuous service of the Board in a regular pay scale(s) on the date of application of both the RSEB Employees Pension Regulations, 1988 and RSEB Employees General Provident Fund Regulations, 1988 i.e. on 28.11.1988 as introduced vide order No. RSEB/F&R/F.3(10)/D. 1 dated 6.1.89 and who are entitled for retiring benefits admissible under the RSEB C.P.F. Rules/Jodhpur C.P.F. Rules shall be allowed an opportunity to exercise their option for the RSEB Pension and G P.F. Regulations 1988 as retiring benefits admissible on the date of their respective retirement on the following terms and conditions:

1. The option shall be exercised in writing within a period of 90 days from the date of issue of this notice in the form appended as Annexure ‘A’.

Provided that in case of a Board employee, who is on that date out of India or within India on leave or deputation or foreign service or training or under suspension the option may be exercised within one month from the date he takes over charge of the post, in case he cannot exercise option within the time limit of 90 days prescribed for exercising option.

Any request for extension in the time limit prescribed for exercising such option, seeking clarification or review
will not be entertained. If any employee does not exercise his clear option within the specified time limit, he shall be deemed to have retained retirement benefits available under the RSEB C.P.F. Scheme/Jodhpur CPF Rules, as the case may be, to which he is already entitled.

It should be noted that it shall not be sufficient for an employee to exercise option within a specified time limit but also to ensure that it reaches the office of the Controller of Accounts (P&F) RSEB, Jaipur and acknowledgement thereof is obtained by him.

2. The option once exercised shall be final and irrevocable.

3. The option shall be communicated to:

   (i) if he is an employee whose pay and allowances are drawn by Head of Office, to the Head of Office concerned and if he is himself the Head of Office/Head of Deptt. to the Head of Department.

   (ii) the option form when received shall be countersigned by the authority, who receives it and shall be forwarded to the C.O.A. (P&F), RSEB, Jaipur retaining a copy thereof in his office. The COA (P&F) RSEB, Jaipur shall keep the option forms in the new files to be opened for the purpose of grant of pension/gratuity. Acknowledgement of the option form received shall be issued from his office.

   (iii) to safeguard against any delay, it is enjoined upon the employees exercising option to forward an advance copy of option form to the COA (P&F) RSEB, Jaipur.

4. This notice shall be given wide publicity. Pasting of this notice on the Notice Board of the Secretary, Chief Engineers, Head of Departments, Superintending Engineers, Executive Engineers and the Assistant Engineers of the Board will be treated as sufficient notice to all the Board employees for whom it is intended that they should exercise their option within the stipulated period.

By order,

(Sudarshan Chohda)
Secretary.
OPTION FORM

I, ... S/o ... who held the post of ... on the Nov., 1988 and working in the office of RSEB, hereby declare as under:

*1. that I opt the benefit of Pension and GPF Scheme including Gratuity as per provision made in the RSEB Employees Pension Regulation, 1988 and RSEB Employees GPF Regulations, 1988. My date of appointment in regular service of the Board is ............... .

I also give my option that the accumulation in my RSEB CPF A/c No. ... /Jodhpur Contributory Fund A/c No. ... representing as employees subscription with interest thereon be credited to the GPF A/c to be opened.

I also undertake to contribute monthly subscription towards GPF Scheme at the rates as may be decided by the Board from time to time.

I further opt that I shall not be entitled to the amount of Gratuity admissible under the RSEB Payment of Gratuity Rules, 1972/Gratuity Act, 1972/EDRI 1976 and family pension under the RSEB Employees Family Pension Scheme, 1971.

OR

*2. I do not opt the RSEB Employees Pension/GPF Scheme, 1988 and want to continue to retain the existing benefits under RSEB CPF Scheme/Jodhpur Contributory Provident Fund Scheme as the case may be.

Signature .........................
Name ............................

(IN BLOCK LETTERS)

Designation ........................
Full Address ........................