

THE KERALA PANCHAYAT EMPLOYEES PROVIDENT FUND
RULES , 1976

(Published in Kerala Gazette Extra No. 598 dated 26th October 1976)

G.O. Ms No. 259/76/LA & SWD.

Dated, Trivandrum, 26th October 1976.

SRO No. 1088/76. – In exercise of the powers conferred by sub-section (2) of S. 39 read with sub- section (1) of S. 129 of the Kerala Panchayats Act, 1960 (32 of 1960) the Government of Kerala hereby make the following Rules, the same having been previously published as required by sub-section(2) of S.130 of the said Act.

1. **Short title commencement and definitions** – (1) These Rules may be called The Kerala Panchayats (Employees Provident Fund) Rules ,1976.

(2) They shall come into force on such date as may be notified by Government.*

2. **Definition** – In these rules, unless the context otherwise requires:-

(a) “Account Officer “ means such officer as may be appointed by the Government to keep the accounts of the Provident Fund of Employees of Panchayats.

(b) “ emoluments “ means pay leave salary or subsistence allowance as defined in the Kerala Service Rules, payable to a subscriber for the period concerned and includes dearness pay if any.

(c) “ employees of Panchayats “ means all employee borne on the full time regular and contingent establishment of Panchayats.

(d) “ family “ means :- (i) in the case of a male subscriber the wife or wives and children of the subscriber and the widow or widows and children of a deceased son of the subscriber :

* Came into force on 1st April 1978 – See SRO 359/78 in Gazette of 25-4-1978

Provided that, if a subscriber proves that his wife has been judicially separated from him or has ceased under the customary law of the community to which she belongs to be entitled to maintenance, she shall henceforth be deemed to be no longer a member of the subscriber 's family in matters to which these rules relate, unless the subscriber subsequently indicates by express notice in writing to the Account Officer that she shall continue to be so regarded ; and

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

Provided that , if a subscriber by notice in writing to the Account Officer express her desire to exclude her husband from her family, the husband shall thenceforth 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 formally in writing her notice excluding him.

Note 1. - "Children means legitimate children.

Note 2. - An adopted child shall be considered to be a child when the Account Officer or if any doubt arises in the mind of the Account Officer, the Advocate General is satisfied that under the personal law of the subscriber, adoption is legally recognised as conferring the status of a natural child, but in the case only

Note 3.- A child of one person given in adoption to another shall not be considered to be the child of the former, if the Account Officer or if any doubt arises in the mind of the Account Officer, the Advocate General is satisfied that under the personal law of the persons concerned such adoption is legally recognised.

- (e) "Fund " means the Kerala Panchayat Employees Provident Fund.
- (f) "Government " " Governor " and " State " means the " Government of Kerala " " the Governor of Kerala " and " the State of Kerala " respectively.
- (g) "leave" means any kind of leave recognised by the leave rules applicable to the subscriber concerned.
- (h) " Subscriber " means a Panchayat employee who subscribes to the Fund.
- (i) "Subscription " means the amount subscribed to the Fund monthly by an employee under these rules.
- (j) "Year " means the financial year.
- (k) the expressions " the Act " Department", " Director, Deputy Director, District Panchayat Officer , Panchayat Inspector and Executive Officer" shall have the same meaning respectively assigned to the in the Kerala Panchayats Acts, 1960 and the rules made thereunder.
- (l) Any other expression used but not defined in these rules but defined in the Provident Fund Act, 1925 (Central Act 19 of 1925) or in the Kerala Service Rules shall have the same meaning assigned to it in the said Act or Rules, as the case may be.

3. (a) Constitution of the Fund . - There shall be a fund called the Kerala Panchayats Employees' Provident Fund and the Fund shall be maintained in Rupees.

(b) Operation of the Fund. - The Fund shall be operated by the Director of Panchayats or any other officer not below the rank of a Deputy Director or District Panchayat Officer or Panchayat Inspector as authorized in this behalf by the Director.

Note .- The Fund is non-contributory. Neither Government nor the Panchayats will contribute to the Fund.

(c) The Fund shall be deposited in the Treasuries in separate Head of Account opened by the Government for the purpose .

4. It shall be compulsory for all employees of Panchayats, borne on the full time regular and contingent Establishment, who are either permanent or if officiating having a continuous service of not less than one year.

5. Procedure for joining the Fund .- (1) Every person who is to join the Fund shall submit in duplicate an application in Form ' A' append to these rules through the Executive Officer of the Panchayat where he works to the District Panchayat Officer concerned.

(2) If the District Panchayat Officer on examination of the application under sub-rule (1) finds it in order he shall immediately forward the application along with its enclosures to the Account Officer who shall after due processes return on copy to the District Panchayat Office after allotting an Account Number which will be noted in the relevant column of the application.

(3) The District Panchayat Officer shall, on receipt of the copy under sub-rule (2) inform the Executive Officer that the applicant has been admitted to the fund under Account No. (as communicated by the Account Officer to be specified in the letter) and direct him to recover subscription regularly in accordance with the rules of the Fund.

6. Nominations - (1) An applicant shall, at the time of joining the Fund. Send to the Account Officer along with his application in Form 'A' 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 :

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

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

(3) Every nomination shall be in the Forms set fourth in the Schedule.

(4) A subscriber may at any time cancel a nomination by sending a notice in writing to the Accountant Officer.

Provided that the subscriber shall, along with such notice send a fresh nomination made in accordance with the provisions of this rule.

(5) A subscriber may provide in a nomination-

(a) in respect of any specified nominee, that in the event of his predeceasing the subscriber, the right conferred upon that nominee shall pass to such other person 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:

Provided further that where the subscriber confers such a right on more than one person under this clause, he shall specify the amount of share payable to each of such persons in such manner as to cover the whole of the amount payable to the nominee;

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

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

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

(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-clause (5) or on the occurrence of any event by reason of which nomination becomes invalid in pursuance of clause (b) of sub-rule (5), the subscriber shall send to the Account Officer a notice in writing canceling the nomination together with a fresh nomination made in accordance with provision of this rule.

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

7. **Subscriber's Account** - An account shall be prepared in the name of each subscriber and shall show the amount of his subscriptions with interest thereon, as prescribed in rule 13 as well as advances and withdrawals from the fund.

8. **Conditions and payment of subscriptions** - A subscriber shall subscribe monthly to the Fund except during a period of suspension.

Provided that in the event of a subscriber being on leave on half pay in a month, the subscription to be collected in the following month shall be of the subscription on the emoluments referred to in clause (b) of sub-rule (1) of rule 9 rounded to the nearest rupee or nil, if the officer is on leave without allowances without regard to the number of days of such leave:

Provided further that a subscriber, on reinstatement after a period under suspension, shall be allowed the option of paying in the lump or in instalments,

any sum not exceeding the maximum amount of arrear subscriptions permissible for that period.

9. **Rate of subscription** - (1) The amount of subscription shall be fixed by the subscriber himself , subject to the following conditions namely :-

- (a) it shall be expressed in whole rupees ; and
- (b) it may be any sum so expressed which shall not be less than 6 percent of his emoluments.

Note .- If 6 per cent of emoluments represents a sum not expressible in whole rupees, the fraction of a rupee will be rounded to the nearest whole rupee, 50 paise or more counting as the next higher rupee. This amount shall be taken as the minimum limit of subscription.

(2) For the purposes of sub-rule (1), the emoluments of the subscriber shall be as follows:-

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

Provided that -

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

- (ii) if the subscriber was on deputation on the said date or was on leave on the said date and continues to be on leave and has elected to subscribe during such leave, his emoluments shall be the emoluments to which he would have been entitled had he been on duty or had he not been on leave;

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

(3) The subscriber shall intimate the fixation of the amount of his monthly subscription in each year in the following manner :

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

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

(c) If during the year in which he has entered service for the first time, or joins the Fund for the first time, by the deduction which he makes in this behalf, from his pay bill for the month during which he joins the Fund ;

(d) If he was on leave on the 31st March of the preceding year and continues to be on leave and has elected to subscribe during such leave, by the deduction which he cause to be made in this behalf from his salary bill for that month;

(e) If he was on foreign service on the 31st March of the preceding year, by the amount credited by him into the treasury on account of subscription for the month of April in the current year.

(4) The amount of subscription so fixed shall remain unchanged throughout the year.

Provided that the amount of subscription may be enhanced by the subscriber once at any time during the course of a year.

10. **Subscriber when deputed or transferred** - When a subscriber is transferred to foreign service or sent on deputation 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.

11. **Realisation of subscription - (1)** - Subscription shall ordinarily be recovered by deduction from pay bills and remittance made to the Treasury. The Chalan will be forwarded to the Account Officer with deduction schedule in duplicate through the District Panchayat Officer by the Executive Officer. When a subscriber is on foreign service or on leave or on deputation remittance shall be made by demand draft payable to the Executive Officer of the Panchayat where his lien is retained.

Note :- (1) Executive Officers are responsible for seeing that the deductions on account of subscription to the Provident Fund are duly made while drawing and disbursing the pay bills of the subscribers working in the Panchayats. Omission to realize the subscription will be considered as failure of duty on their part.

(2) Executive Officers shall maintain a list of Provident Fund subscribers whose pay is drawn by them and ensure that the correct provident Fund number and the name of each subscriber is noted in the Provident Fund Schedule attached to the monthly pay bills.

12. **Arrears of subscription how to be recovered** - If for any reason subscription has not been recovered with effect from the date from which a subscriber is required to subscribe to the fund, the total amount due to the Fund on account of arrears of subscription shall forthwith be paid by the subscriber to the Fund or in default be ordered by the Account Officer to be recovered by deduction from the emoluments of the subscriber in instalments or otherwise as may be directed by the authority competent to sanction the advance for the grant of which special reasons are required under clause (d) of sub-rule (1) of Rule 14.

13. **Interest** - (1) Subject to the provisions of sub-rule (5) interest at such rate as may be fixed by the Government subject to a minimum of 4 per cent per annum shall be annually credited by the Director to the account of each subscriber.

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

(a) On the amount at the credit of a subscriber on the last day of the preceding year, less any sum withdrawn during the current year - interest for twelve months ;

(b) 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;

(c) On all sums credited to the subscriber's account after the last day of the preceding year - interest from the date of deposit upto the end of the current year.

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

Provided that when the amount standing at the credit of subscriber has become payable, interest shall thereupon be credited under this sub-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 upto the date on which the amount standing at the credit of the subscriber become payable.

(3) In this rule the date of deposit shall in the case of a recovery from emoluments, be deemed to be the first day of the month in which it is recovered and in the case of an amount remitted by the subscriber into the treasury, shall be deemed to be the first day of the month of remittance, if it is remitted into the treasury before the fifth day of that month, but if it is remitted on or after the fifth day of that month, the first day of succeeding month :

Provided that where there has been a delay in the drawal of pay or leave salary and allowance of a subscriber and consequently the recovery of his subscription towards the Fund is delayed, the interest on such subscriptions shall

be payable from the month in which the pay or leave salary of the sub-scriber was due under the rules, irrespective of the month in which it was actually drawn:

Provided further that where the emoluments of a month are drawn and disbursed in the same month itself, the date of deposit shall, in the case of recovery of his subscription be deemed to be the first day on the succeeding month.

(4) In addition to any amount to be paid under rules on final withdrawal, interest thereon upto the end of the month preceding that in which the payment is made or upto the end of the sixth month after the month in which such amount become payable, whichever of these period be less, shall be payable to the person to whom such amount is to be paid :

Provided that were the Account Officer has intimated to that person (or his agent) a date on which he is prepared to make payment, interest shall be payable only upto the end of the month preceding the date so intimated.

Note: - If a subscriber holding a post in an officiating or temporary capacity exercises on the termination of his post the option allowed by rule 18 of leaving in the Fund the amount accumulated to his credit, interest shall be allowed on that amount for not more than a year after the termination of employment. If the subscriber subsequently obtains re-employment under Panchayat, deposits not withdrawn will commence again to bear from the date on which subscriptions are renewed.

(5) Interest shall not be credited to the account of a subscriber if he informs the Account Officer 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, or if he had joined the Fund during the year, from the date of his joining the Fund.

14. Advance from the Fund. (1) A temporary advance may be granted to a subscriber from the amount standing to his credit in the Fund at the discretion of the Director subject to the following conditions, namely:-

(a) no advance shall be granted unless the Director is satisfied that the applicant's pecuniary circumstances justify it, and that it will be expended on the following object or objects and not otherwise, provided that the condition of actual dependence shall not apply in the case of any son or daughter of the subscriber ;

(b) to pay expenses in connection with prolonged illness of the applicant or any person actually dependent on him, or to repay any outstanding amount on account of a loan expressly taken for this purpose :

Note :- An advance is permissible to meet this expenses on account of confinement (1) in cases necessitating prolonged medical attention, prolonged stay in a hospital or protracted treatment and (2) in other circumstances involving expenditure disproportionate to the subscriber's income.

(c) to pay for the overseas passages for reasons of health or education of the subscriber or of any person actually dependent on him, and also to meet the cost of education of the subscriber or of any person actually dependent on him, outside India, whether for an academic, technical, professional or vocational course ; or in India for medical, engineering or other technical specialized courses beyond the high school stage, provided that the course of study is for not less than three years.

(d) to pay obligatory expenses on a scale appropriate to the subscriber's status in connection with marriages, funerals or ceremonies which by the religious or social customs of the applicant it is incumbent on him to perform, or to repay and outstanding amount on account of a loan expressly taken for this purpose;

Note.- Temporary advance from Provident Fund credits of a subscriber may be granted to meet expenses in connection with the marriage and other ceremonies of the subscriber himself;

(e) to pay for the cost of legal proceedings instituted by the subscriber for vindicating his position in regard to any allegation made against him in respect of any act done or purporting to be done by him in the discharge of his official duties, the advance in this case being available in addition to any advance admissible for the same purpose from any other Government source, provided that the advance under this rule shall not be admissible to a subscriber who institutes legal proceedings in any Court of Law either in respect of any matter unconnected with his official duty or against Government in respect of any condition of service or penalty imposed on him; and

(f) to pay for the cost of the subscriber's defence where he is prosecuted by the Government in any Court of Law or when the subscriber engages a legal practitioner to defend himself in an enquiry in respect of any alleged misconduct on his part.

Note .- (1) The amount of temporary advances admissible for purposes of sub-clauses (iv) and (v) shall notwithstanding any other provisions to the contrary in these rules, not exceed three months pay or Rs. 500 whichever is greater and shall in no case exceed half the amount at credit of the subscriber.

Note.- (2) A temporary advance may be granted to a subscriber who is under suspension provided he agrees in writing to the recovery of the advance being made in monthly instalments from the subsistence allowance sanctioned to him.

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

(3) An advance shall not, except for special reasons to be recorded in writing, be granted :-

(1) in excess of three months' pay or half the amount at the credit of the subscriber in the fund whichever is less ;

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

(2) The sanctioning authority shall not, under any circumstances, grant to a subscriber from the Fund:

(a) an advance after his application for closure is forwarded to the Account Officer during the month in which he retires or proceeds on leave preparatory to retirement from service on superannuation ;

(b) an advance unless a periods of six months has elapsed after the grant of a previous advance ; and

(c) more than two advances in the course of financial year.

Note :- 1. An advance sanctioned from Provident Fund shall not result in a position whereby the amount of advance outstanding repayment if any plus the advance proposed to be sanctioned is more than 300 per cent of the balance amount at the subscriber's credit with the Department after disbursing the advance to be sanctioned.

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

(4) The amount of the advance should be a sum expressed in whole rupees and the monthly instalments of payments should also be in equal number of whole rupees, the advances applied for being raised or reduced if necessary to enable the instalments to be thus fixed

15. Recovery of advance .- (1)(a) An advance shall be recovered from the subscriber in such number of equal monthly instalments as the sanctioning

authority may direct, but such number shall not be less than twelve , unless the subscriber so elects , or in any case not more than twentyfour.

(b) In special cases, where the amount of advance exceeds 3 months pay of the subscriber under sub-clause (i) of clause (c) of sub-rule (1) of rule 14 the sanctioning authority may fix such number of instalments to be more than twentyfour but in no case more than thirty six.

(c) A subscriber may, at his option, repay two or more instalments in a month.

(2) (a) Recovery shall be made in the manner prescribed in rules 11 and 12 for the realization of subscriptions and shall commence with the first issue of pay for the month following the month in which the advance was drawn.

(b) Recovery shall not be made, except with the subscriber's consent, while he is on half pay leave or leave without allowances or in receipt of subsistence grant and may be postponed on the subscriber's written request, by the sanctioning authority during the recovery of an advance to pay granted to the subscriber.

(3) If an advance has been granted to a subscriber and drawn by him and the advance is subsequently disallowed before repayment is completed, the whole or the balance of the amount withdrawn shall with interest at the rate provided in rule 13, be forthwith repaid by the subscriber to the Fund, and in case of default, be ordered by the Account Officer to be recovered by deduction from the emoluments of the subscriber in a lump sum or in monthly instalment not exceeding twelve as may be directed by the authority competent to sanction an advance for the grant of which special reasons are required under clause (d) of sub- rule (1) of rule 14 :

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

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

NON -REFUNDABLE WITHDRAWALS

16. Withdrawal from the Fund - (1) Subject to the conditions specified herein, non -refundable withdrawals from the amount standing to the credit of the subscriber in the fund may be sanctioned by an authority competent to sanction an advance for special reasons under clause (d) of sub-rule (1) or rule 14. at any time :-

(a) after the completion of twenty years of service (including broken periods of service, if any) of the subscriber or within ten years of the date of his attainment of the age of superannuation, whichever is earlier, except during the month in which he retires or proceeds on leave preparatory to retirement from service on superannuation, for one or more of the following purposes namely :-

(i) meeting the cost of higher education, including where necessary, the traveling expenses of any child of the subscriber and if he has no child, of any other relative actually dependent on him in the following cases, namely :

(a) 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 for not less than three years ;-

(ii) meeting the expenditure in connection with the marriage of a son or daughter of the subscriber, and if he has no daughter , of any other female relative dependent on him, or repaying any outstanding amount on account of loan expressly taken for this purpose ;

(iii) meeting the expenditure in connection with the illness, including, where necessary, the travelling expenses of the subscriber or any person actually dependent on him, or repaying any outstanding amount on account of loan expressly taken for this purpose ;

(iv) purchasing a house site in the name(s) of the subscriber and/ or his wife or repaying any outstanding amount on account of a loan expressly taken for this purpose from the Government or any other source before the date of application for the withdrawal :

Provided that the house to be constructed on the site so purchased is for the actual residence of the subscriber and/or his family :

(v) building a suitable house on a site owned or acquired by the subscriber and/or his wife or without any assistance from the Provident Fund, or acquiring a house together with the site there of in the name (s) of the sub-scriber and/or his wife, or repaying any outstanding amount on account of a loan expressly taken by the subscriber and/or his wife from the Government or any other source for any of these purposes before the date of application for withdrawal:

Provided that the house is for the actual residence of the subscriber and/or his family ; and

(vi) making additions or alterations to, or reconstructing, or completing or repairing a house owned or acquired by the subscriber and/or his wife with or without any assistance form the Provident Fund or repaying any outstanding amount on account of a loan expressly taken by the subscriber and/or his wife from the Government or any other source for any of the said purposes before the date of application for the withdrawal :

Provided that the house is for the actual residence of the subscriber and/or his family.

Note : In respect of a female subscriber, the words ' his' and ' wife ' occurring in sub-clauses (iv) and (vi) shall be read as 'her' and 'husband' respectively.

(b) after the completion of twentyfive years of service (including broken periods of service if any) of the subscriber or within three years before the a date of his retirement on superannuation whichever is earlier, from the amount standing to his credit in the fund, for the purpose of purchasing motor car for his own use or repaying any outstanding amount on account of a Government loan expressly taken for this purpose before the date of application for the withdrawal.

Provided that the subscriber draws, on the date of application, a pay [as defined in rule 12 (23) Part 1, Kerala Service Rules] of not less than Rs. 700 per mensem:

Provided further that the amount of withdrawal shall in no case exceed the actual cost of the car or the balance outstanding against the loans taken for the purpose :

Provided also that no withdrawal for this purpose shall be allowed more than once.

(2) (a) Any sum withdrawn by a subscriber at any one time for one or more of the purpose specified in sub-rule (1) from the amount standing to his credit in the Fund shall not ordinarily exceed one-half of such amount or six months' pay whichever is less. The sanctioning authority may, however sanction the withdrawal of an amount in excess of this limit upto 3/4 ths of the balance at his credit in the Fund having due regard to the object for which the withdrawal is being made, the status of the subscriber and the amount to his credit in the Fund:

Provided that,-

(i) a subscriber who has been permitted a non-refundable withdrawal under sub-clause (iv) of clause (a) of sub-rule (1) for a suitable house for residence

at any place will not be permitted to make another non-refundable withdrawal from the Fund for any of these purpose of for the purchase of a house site at the same or another place.

(ii) in the case of a subscriber who has been permitted a non-refundable withdrawal under sub-clause (iv) of clause (a) of sub-rule(1) to purchase a house site, he will not be permitted to make another withdrawal for acquiring another house site or a house together with site at the same or another place.

(iii) a subscriber who has been permitted under sub-clause (iv) or sub-clause (v) of clause (a) of sub-rule (1) of rule 16 to withdraw money from the amount standing to his credit in the fund shall not part with the possession of the house so built or acquired or house site so purchased, by way of sale, mortgage, gift, exchange or lease for a term exceeding three years, without the previous permission of the sanctioning authority.

(b) A subscriber referred to in paragraph (iii) of the proviso to clause (a) shall submit a declaration not later than the 31st day of December of every year to the effect that the house , or the house-site as the case may be continues to be in his possession and shall, if so required, produce before the sanctioning authority on or before the date specified by that authority in that behalf, the original sale deed and other documents on which his title to the property is based. If at any time before retirement , he parts with the possession of the house or house site without obtaining the previous permission of the sanctioning authority the sum with-drawn by him shall forthwith be repaid in one lump sum together with interest thereon at the rate determined under rule 13, by the subscriber to the Fund and in default of such repayment it shall be ordered by the sanction authority to be recovered from his emoluments either in a lump sum or in such number of monthly instalment as may be determined by the Director:

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

(3) A subscriber who has been permitted to withdraw money from the Fund under sub-rule (1) shall satisfy the sanctioning authority within a reasonable period as may be specified by that authority that the money has been utilised for the purpose for which it was withdrawn, and if he fails to do so, the whole of the sum so withdrawn or so much thereof as has not been applied for the purpose for which it was withdrawn shall forthwith be repaid in one lump together with interest thereon at the rate determined under rule 13, by the subscriber to the Fund and in default of such payment, it shall be ordered by the sanctioning authority to be recovered from his emoluments either in a lump or in such number of monthly instalments, as may be determined by the sanctioning authority.

(4) Nothing in sub-rule (3) shall be deemed to require a subscriber whose deposits in the Fund carry no interest, to pay any interest on any sum repayable by him under that sub-rule.

(5) A subscriber who has drawn an advance under rule 14 for any of the purposes specified in sub-clauses (i), (ii) and (iii) of clause (a) of sub-rule (1) may convert, at his discretion by written request addressed to the Account Officer through the sanctioning authority, the balance of the advance outstanding (against it) into non-refundable withdrawal on his satisfying the conditions laid down in sub-rule (1) to (4).

17. Recovery of money drawn or withdrawn from the fund for improper use.- Notwithstanding anything contained in these rules, if the sanctioning authority is satisfied that money, drawn as an advance from the Fund under sub-rule (1) of rule 14 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 with interest at the rate provided in rule 13 forthwith be repaid

or paid, as the case may be, by the subscriber to the Fund, or in default, be ordered to be recovered by deduction in one sum from the emoluments of the subscriber, even if he be on leave. If the total amount to be repaid or paid, as the case may be, be more than half the subscriber's emoluments, recoveries shall be made in monthly instalments of moieties of his emoluments till the entire amount recoverable be repaid or paid, as the case may be, by him.

Note :- In this rule, the term 'emoluments' shall not include subsistence allowance.

18. Final withdrawal or accumulation in the fund - (1) When a subscriber quits the service, the amount standing to his credit in the fund shall become payable to him :

Provided that a subscriber who has been dismissed, removed or compulsorily retired from the service, and is subsequently reinstated in the service shall, if required to do so by the Director, repay any amount paid to him from the fund in pursuance of this rule, with interest thereon in the manner provided in the proviso to rule 19.

(2) The amount repaid by a subscriber under the proviso to sub-rule (1) shall be credited to his account in the Fund.

(3) A subscriber holding a post in an officiating or temporary capacity may either withdraw the amount on the termination of his post or leave it in the Fund to be withdrawn at the time he finally quits service.

Note :- When a subscriber quits service for appointment in Government service, his balance in the Fund shall be transferred to the Government Provident Fund with the concurrence of the Accountant Officer of that Fund.

19. When a subscriber —(a) has proceeded on leave preparatory to retirement or , if he is employed in a vacation, Department, on leave preparatory to retirement combined with vacation, or

(b) while on leave, has been permitted to retire or has been declared by a competent medical authority to be unfit for further service, or

(c) has attained the age of superannuation but has not been permitted to retire from service owing to some reasons or other, the amount standing to his credit in the fund shall, upon application made by him in that behalf to the Account Officer, become payable to him :

Provided that the subscriber, if he return to duty shall, if required to do so by the authority competent to sanction an advance for the grant of which special reasons as required under clause (d) of sub rule (1) of rule 14 repay to the Fund, for credit to his account, the whole or part of any amount paid to him from the Fund in pursuance of this rule with interest there on at the rate provided in rule 13 in cash or securities or partly in cash or partly in securities, by instalments or otherwise by recovery from his emoluments or otherwise as may be directed by the said authority.

20. Payment of amount due to deceased subscriber .- On the death of a subscriber before the amount standing to his credit has become payable, or where the amount has become payable before payment has been made :-

(1) Where the subscriber leaves a family,

(a) If a nomination made by the subscriber in accordance with the provisions of rule 6 or of the corresponding rule here to fore in force in favour of a member or members of his family subsists, the amount standing to his credit in the Fund or the part thereof to which the nomination relates shall become payable to his nominee or nominees in the proportion specified in the nomination ;

(b) If no such nomination in favour of a member or members of the family of the subscriber subsists, or if such nomination relates only to a part of the amount standing to his credit in the Fund, the whole amount or the part thereof to which the nomination does not relate, as the case may be, shall, not

withstanding any nomination purporting to be in favour of any person or persons other than a member or members of his family , become payable to the members of his family in equal shares :

Provided that no share shall be payable to :-

- (i) sons who have attained legal majority ;
- (ii) sons of a deceased son who have attained legal majority;
- (iii) married daughters whose husbands are alive ;
- (iv) married daughters of a deceased son, whose husbands are alive.

if there is any member of the family other than those specified in clauses (i) , (ii) , (iii) and (iv):

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

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

Note (1) - Payment of Provident Fund money due to a minor beneficiary of a deceased subscriber may be made to the guardian nominated by the subscriber. When the subscriber has not nominated a guardian, a guardian appointed by the Court to receive payment on behalf of a minor beneficiary should alone be recognised even where the amount involved does not exceed the limit of Rs. 5000 specified in clause (b) of sub-section (1) of S.4 of the Provident Fund Act, 1925. But if the party pleads inability to incur expenditure for obtaining the guardianship

certificate from the court, the orders of the Director should be obtained for making any payment.

Note (2)- Payment may, however , be made without requiring the production of a guardianship certificate from the court if the share of a minor beneficiary does not exceed Rs. 500 and when the total amount payable to all the minors in a particular case does not exceed Rs. 1000 orders of Director being obtained in cases where the above limits are exceeded-

- (i) To the natural guardian of such minor beneficiary ; or
- (ii) In the absence of a natural guardian, to the person considered fit by the Head of the Office to receive payment on behalf of such minor beneficiary on such person executing a bond in the form in Appendix II signed by the sureties agreeing to indemnify the Director against any subsequent claim which might arise :

Provided that the natural guardian may, if it is considered expedient also be required to execute a bond signed by the sureties agreeing to indemnify the Director against any subsequent claim which might arise before the payment is made :

Provided further that, in cases governed by the Hindu Law, payment may be made, without requiring the production of a guardianship certificate from the Court, to a Hindu widow of a deceased subscriber on behalf of her minor children other than step children, irrespective of the limit of Rs. 500 specified above she may, if considered expedient , also be required to execute a bond signed by two sureties agreeing to indemnify the Director against any subsequent claim which might arise before the payment is made.

Note (3)- Payment of Provident Fund money due to a person nominated to receive the whole or part of the amount standing to the credit of a subscriber in

the Fund shall be made as follows in cases where the nominee dies after the subscriber but before receiving payment:

(a) When the amount due to the deceased nominee does not exceed Rs.500 the Account Officer may authorize payment of the amount to the claimant or claimants reported by the Collector of the District concerned, to be entitled to receive payment, after making such enquiry into the right and title of the claimant or claimants as the Collector may deem sufficient, if the Collector considers that the production of letters of administration or other legal authority may be dispensed with. The records of enquiry should contain the signed statements of at least two trustworthy or disinterested persons:

Provided that the Collector may, in such cases, if he considers it expedient, require the party to execute, before the payment is made, a bond in the Form in Appendix III signed by two sureties agreeing to indemnify the Director against any subsequent claim which might arise.

(b) When the amount due to the deceased nominee exceeds Rs.500 payment shall be made by the Account Officer to the person who produces probate or letters of administration evidencing the grant to him of administration to the estate of the deceased nominee or a succession certificate entitling the holder thereof to receive payment of the amount :

Provided that in cases where the Director is satisfied of the right and title of a person claiming payment, as heir of the deceased nominee and that undue delay and hardship would be caused by insisting on the production of letters of administration or other legal authority, he may authorise the Account Officer to pay the amount to the claimant on his executing a bond in the form in Appendix III signed by two sureties agreeing to indemnify the Director against any subsequent claim which might arise.

Note (4)- Notwithstanding the grant of a succession certificate in favour of any one or more of the claimants, the Provident Fund balance standing to the credit of a deceased subscriber shall be paid to the claimant or claimants in accordance with the provision of the Provident Fund Act, 1925 and the rules thereunder, as the Act and the Rules supercede the personal law of succession, inheritance etc., in respect of Provident Fund money standing to the credit of a deceased subscriber.

21 When the amount standing to the credit of a subscriber in the Fund become payable, it shall be the duty of the Account Officer to make payment as provided in S. 4 of the Provident Fund Act, 1925

22 If this 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, the payment shall be made to such manager and not to the lunatic.

23 Relaxation of the provisions of the Rules in Individual cases —
When the Director is satisfied that the operation of any of these rules , cause or is likely to case undue hardship to an employee of a Panchayat, he may, after recording the reasons for so doing, and notwithstanding anything contained in these rules, deal with the case of such employee in such manner as may appear to him to be just be equitable;

Provided that the case shall not be dealt with in any manner less favourable to such employee than that prescribed in these rules.

24 Interpretation .- If any question arises relating to the interpretation of these rules, it shall be referred to the Government whose decision thereon shall be final.

25. Rules of Procedure .-All sums paid into the Fund under these rules shall be credited in the books of Government to an account named The Kerala

Panchayat Employees Provident Fund '. Sums of which payment has not been taken within one year after they become payable under these rules, shall be transferred to 'Deposits' at the end of the year and treated under the ordinary rules relating to deposits.

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

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

(a) desires to make any alteration in any nomination made under rule 6 or under the corresponding rule heretofore in force ;

(b) has acquired a family in cases where the subscriber has made no nomination in favour of a member of his family under the proviso to sub-rule (1) of rule 6.

(2) Subscribers should satisfy themselves as to the correctness of the annual statement and errors should be brought to the notice of the Account Office within three months from the date of receipt of the statement.

(3) The Account Officer shall, if required by a subscriber, once but not more than once, in a year inform the subscriber of the total amount standing to his

credit on the Fund at the end of the last month for which his account has been written up.

28. Forms of application for advance and sanction. – Application for the advance against Provident Fund Deposit shall be in Form B and for a non – refundable withdrawal from Provident Funds shall be in Form B1 appended to these rules. Applications of the subscribers to the Fund shall be sent through the Executive Officer of the Panchayat, who shall verify the details with reference to the last credit card, copies of pay bills in which deductions are effected and schedules showing details of remittance etc., and attach a statement of credit showing the amount at credit on the date of application.

29. Sanction for the grant of temporary advance shall be in Form C appended to these rules . In the case of non –refundable advance, the sanction shall be accompanied by Form C1 also appended to these rules.

*Note :-*The sanction for a withdrawal, refundable or no-refundable shall remain operative for a period the three months only and shall be deemed to have lapsed thereafter unless specifically renewed.

30. Bills for payment shall be in Form D appended to these Rules. A separate bill shall be drawn for each payment of Provident Fund money, by the Panchayat Inspector having jurisdiction over the Panchayat in which the employee is working or by the Panchayat Inspector authorized by the Director in the case of Special Grade Panchayat.

Note :- In respect of all final and part final (non-refundable) withdrawals from Provident Fund disbursement certificate should be furnished by the disbursing Officers to the Account Officer immediately after payment have been made.

‘ Certified that in respect of all final withdrawals from Provident Fund of amounts , not exceeding Rs.1000 in each case drawn on bills from to

..... disbursements have been duly made to the parties authorized to receive payments and their acquittance obtained and filed in my office' .A 'NIL' certificate should be furnished along with the Schedule even if there is no disbursement below Rs.1000 in any office in a particular year.

31. Closure of Provident Fund Account -(1) Applications received for closure of Provident Fund Account in Form E shall be sent by the Executive Officer under whom the subscribers are working three months in advance of the date of their retirement to the District Panchayat Officer concerned so as to enable him to forward them along with necessary documents to the Account Office within a fortnight of the event which necessitates the closure of the Fund Account.

(2) In respect of deceased subscribers the application for the closure of their Provident Fund Account in Form E appended to these rules, obtained from nominee(s) or other claimant(s) along with heirship certificates, guardianship certificate etc, succession certificate and other documents required for closing the account for arranging payment shall be forwarded by the Executive Office through the District Panchayat Officer to the Account Officer within a fortnight of the death of the subscriber.

32. Closure of Account -(1) The Account Officer shall on receipt of the application for closure of Provident Fund Account in Form E along with the necessary documents, close the account and issue an authorization in Form F appended to these rules to the Panchayat Inspector.

(2) The bill for the drawal of the money shall be in Form D

(3) Bills are to be drawn and disbursed after complying with necessary formalities prescribed therefore. In the case of deceased subscribers the Panchayat Inspector shall draw and disburse the amount to the legal heirs after due verification of the title and identification of the claimants.

FORM A
[See Sub-rule (1) of Rule 5]
Form of Application for Admission to the Kerala Panchayat Employee's Provident Fund
(To be submitted in Duplicate)

<i>Name of Applicant</i>	<i>Official designation</i>	<i>Name of Panchayat in which employed</i>	<i>Name of District</i>	<i>Rate of emoluments per mensem</i>	<i>Whether applicant's Service is pensionable or not</i>	<i>Whether applicant is permanent or not, or re-employed. If only officiating give the date of commencement of continuous service</i>	<i>Rate of subscription Per mensem</i>	<i>If subscriber to any other fund the name of such Fund</i>	<i>Whether the applicant has a family or not</i>	<i>Account Number to be allotted by the Account Officer</i>	<i>Remark</i>
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)

Station

A form of nomination in the prescribed form, duly filled in is enclosed

Date

Enclosures

Signature of applicant
Signature of the Head of Office :

OFFICE OF THE DIRECTOR OF PANCHAYATS, TRIVANDRUM
(PROVIDENT FUND BRANCH)

No.

dated 19

Returned with Account Number allotted. This No. should be quoted in all correspondence connected therewith.

Signature:
Designation :

FORM B

(See rule 28)

**FORM OF APPLICATION FOR TEMPORAY ADVANCES AGAINS,
DEPOSITS IN KERALA PANCHAYAT EMPLOYEES'
PROVIDENT FUND**

1. Name and Account No. of Subscriber
2. Monthly pay and Designation
3. Amount of advance required (both in figures and words).
4. Purpose for which it is required
5. No. of Instalments of recovery purposed
6. Date of complete repayment of the previous loan
7. Details of advances pending recovery
 - (1) the amount of previous advance
 - (2) dates of drawal of each advance
 - (3) balance outstanding against each advance.
- 7A. Amount of consolidated advance (Items 3 and 7(3) and the No. and amount of monthly instalments in which the consolidated advance is proposed to be repaid
8. Name of Treasury at which payment is desired
9. I hereby declare that the above statements are true and that I agree to abide by the Kerala Panchayat Employees' Provident Fund Rules in force. I also promise to repay the above advance in equal monthly instalments.

(Signature of the subscriber
with name and designation)

Place

Date

10. Enquiry Certificate

Place

Date

(Signature of Head Office)

Verification Report

11. Total amount at the credit of the applicant
12. Amount of advance admissible
13. Number of Instalments of repayments
14. Any other fact requiring consideration

Account Officer/Head of Office/
Department

FORM B1

(See rule 28)

**APPLICATION FOR NON -REFUNDABLE WITHDRAWAL FROM
THE KERALA PANCHAYAT EMPLOYEES' PROVIDENT FUND**

1. Name and designation of the Subscriber
2. Pay and dearness pay
3. Provident Fund Account Number
4. Date of retirement on superannuation
5. Total service (in year) under the Panchayat as on this date
6. Object of the withdrawal :
 - (a) If the withdrawal is required for meeting the expenditure in connection with the :
 - (i) higher education of any child or dependent of the Sub-scriber; specify the nature and duration of the course (in the case of dependent, also specify whether the subscriber has any child).
 - (ii) marriage of a son or daughter or any other female relative dependent on the subscriber, indicate also the month in which the marriage takes place (in the case of dependent, specify also whether the subscriber has any daughter).
 - (iii) illness of the subscriber or any person actually dependent on him; mention the nature of illness also.
 - (iv) acquisition of a house and/or site furnish in whose name (s) (subscriber's and/ or his wife) it will be acquired and whether it is for the actual residence of the subscriber and/ or his family.
 - (v) construction, reconstruction, repair etc., of a house: State whether the site on which the house proposed to be constructed, or the site on which the house proposed to be reconstructed, repaired, altered etc., is situated, is owned by the subscriber and/or his wife, and whether the house is for the actual residence of the subscriber and/or his family.

* In respect of a female subscriber who applied for the withdrawal for house construction of allied purpose, the words 'his' and 'wife' occurring, in column 6 may be read as 'her' and husband' respectively .

- (b) If the withdrawal is required for repayment of a loan taken for the :-
- (i) marriage of a son or daughter or any female relative dependent on him :
Specify the amount of loan taken on account of the marriage, the balance outstanding against it and the date on which marriage has been celebrated.
 - (ii) construction of a house or allied purpose, state the amount of loan expressly taken for the purpose, the balance outstanding against it and in whose name (Subscriber's and/or his wife's) the ownership of the house and/ or site is vested.
7. Amount of the loan, if any, taken by the subscriber and/or his wife from the Government under any scheme sponsored by them for the grant of house construction loans and the number and date of the orders/ proceedings in which sanction was issued therefore.

This column need be filled in only if the subscriber proposes to make the a withdrawal for house construction or allied purpose.

8. Amount of the withdrawal proposed (both in figures and words) .
9. Name of treasury at which payment is desired.
10. (a) Whether any non-refundable withdrawal was made by him from the Fund previously for the same or a different object and, if so, furnish the details thereof.
- (b) If any withdrawal was made as mentioned in (a) above, state whether he had submitted the utilization certificate in respect of that withdrawal to the appropriate authority within the prescribed time limit. If the certificate was not submitted within the said period, furnish the reasons therefore.

11. Special circumstances which necessitate the withdrawal (This column need the filled in only if the amount proposed to be withdrawn exceeds half the amount at the credit of the subscriber in the Fund or six months pay whichever is less, or if the withdrawal requires sanction in relaxation of any of the provisions in the rules)

Declaration

I do hereby declare that the above statements furnished by me are true and that I agree to abide by the Kerala Panchayat Employees' Provident Fund Rules as amended from time to time.

Dated Signature of the Subscriber
with full official address.

Place

(To be filled in by the Head of Office/Department)

I recommend for sanction the withdrawal of Rs
(Rupees..... only) by the subscriber.

CERTIFICATES

1. It is certified that I have verified the particulars furnished by the subscriber against columns 2,3,4,5,7 and 10 with reference to the relevant records in my office and that they are found to be correct.

2. It is also certified that I have caused enquiries to be made about the statement contained in the application regarding the object of the proposed withdrawal and that I am satisfied that it is bonafide.

Dated Signature of the Head of
Office/ Department

Station

***Verification Report**

1. Total amount at the credit of the subscriber in the Fund
2. Amount admissible under the Rules
3. Rule(s) under which the sanction permitting withdrawal by the subscriber is to be accorded
4. Any other facts which require special consideration

Head of Office/
Department

* The Verification report shall be furnished by the Executive Officer with reference to the latest annual account slip issued by the Account Officer and the office copies of the pay bills etc. relating to the subsequent period.

Endt.No

dated

To

The

No:

Date :

FORM- C

(See rule 29)

**FORM OF SANCTION FOR TEMPORARY ADVANCES FROM
KERALA PANAHCYAT EMPLOYEE'S PROVIDENT FUND**

A temporary advance from the Kerala Panchayat Employee's Provident Fund as particularized below is sanctioned by the undersigned under this rules regulating that fund.

1. Subscriber's name
2. Subscriber's designation
3. Subscriber's pay and dearness pay
4. Subscriber's Provident Fund Account No.
5. Amount of advance
6. Object of advance
7. Rule or Rules under which the advance is sanctioned
8. Balance at credit of the Subscriber on this date (as verified from the account last rendered by the Account Officer/Head of Office/ Department.)
9. Balance of previous advances, if any outstanding against the subscriber
10. Date of repayment of previous advance , if any
11. Special reasons for granting the advance under rule 14(1) (c)
12. Number of instalments in which the advance is to be recovered
- 12A.Amount of consolidated advance (Item No.5 and 9) and the No. of instalment in which the consolidated advance is to be recovered.
- 13.Amount of each instalment

(Signature of the Sanctioning
Authority with designation)

To

The Account Officer, P.F. Officer of the

The District Treasury /Sub Treasury Officer

The

Sri

FORM -C1 (See rule 29)
FORM OF SANCTION FOR NON REFUNABLE ADVANCE FROM KERALA
PANCHAYAT EMPLOYEES PROVIDENT FUND

No:

Date :

1. Subscriber's name in full
2. Subscriber's designation
3. Subscriber's pay and D.P , if any
at the time of sanctioning the withdrawal
[Pay as defined in rule 12(23) Part 1,
Kerala Service Rules.]
4. Subscriber's P.F. Account No
5. Object of the non- refundable withdrawl.
6. (i) Particulars and amount of loan if any ,
taken by the subscriber for house building
purpose under any housing Schemed of
the State Government.
(ii) Particulars and amount of any other
assistance received by the subscriber
from other Government sources, for the
same purpose. [Sub columns (i) and (ii)
above need be filled up only if the
withdrawal is sanctioned for house
building or allied purposes]
7. Balance at the credit of the subscriber on
the date of application (as verified from
the account last rendered by the Account
Officer and subsequent deposits and withdrawals)

8. Date of retirement
9. Total service rendered by the subscriber on the date of application
10. Amount of the non-refundable withdrawal
11. Rules and orders under which sanction is accorded
12. No. of instalment in which payment is to be made
13. Special reasons, if any , for granting the withdrawal.

Signature of the Sanctioning
Authority with designation

To

The Deputy Director of Panchayats
The District Treasury /Sub Treasury Officer
The
Sri

FORM -D
(See rule 30)

FROM OF BILL FOR PAYMENT OF PROVIDENT FUND MONEY

Adujustable by
Voucher No
Date :

Bill for withdrawing Final Payment/ Advance/Other withdrawals from the Kerala Panchayat Employees Provident Fund of Shri/Smt of the for the month of

<i>Sl No</i>	<i>Name of subscriber and monthly pay</i>	<i>Kerala Panchayat Employees Provident Fund Account No.</i>	<i>No. and date o sanction letter of authority</i>	<i>Final Payment/advance/ Other withdrawals</i>	<i>Acquittance</i>
--------------	---	--	--	---	--------------------

Total

Net amount required for payment (in words)

Rupees Space for classification

Signature



.....
(Designation of the Drawing Officer)

Pay Rs.....

Rupees

Station :
Date :
Contents received
Pay to

Treasury Officer
Examined and entered
Treasury Accountant

(Signature of the Drawing Officer)

CERTIFICATES

I certify that I have satisfied myself that all sums included in bills in Form D drawn 1 month/2 months /3 months previous to this date in favour of Messrs(Account No) with the exception of those detailed below (of which the total has been refunded by deduction from this Bill) have been disbursed to the proper persons and that their acquittance have been taken and filed in my office with receipt stamp duly cancelled for every payment in excess of Rs. 20 .

(Signature)

Designation)

Executive Officer

FORM -E

(See rule 31)

***APPLICATION FOR CLOSURE OF KERALA PANCHAYAT
EMPLOYEE'S PROVIDENT FUND ACCOUNT**

1. Name in full of subscriber and account Number
(as indicated in the latest annual account statement
received from Account Officer.)
2. Designation
3. Office in which he is working/ worked last.
4. Whether he has drawn his salary for the month immediately
preceding the month in which he retires or proceeds
on leave preparatory to retirement: from service on
superannuation, if so furnish the date of drawal of the salary.
5. Date of his quitting service (also state whether he will
be quieting/ he quitted the service by retirement or
proceeding on leave preparatory to retirement if he
already quitted service, otherwise, specify whether he quitted
service by discharge , dismissal registration or death)
6. (a) Number and date of the Chalan and the name of Treasury
in which the last Provident Fund deduction was made.
(b) The amount of last Fund deducton :
 - (i) Subscription Rs
 - (ii) Refund of advance Rs(c). Gross amount of the Chalan
(d). Net amount of the Chalan
(e). Date of remittance of the Chalan
7. (a) Whether any temporary advance was sanctioned to him from
his Kerala Panchayat Employee's Provident Fund Account during
the twelve months immediately preceding the date
of application for closure of the account/ his quitting

- service. (If so, indicate the amount of advance No. and date of sanction and the date of drawal of the amount).
- (b). When any non-refundable withdrawal was sanctioned to him from his P.F account during the twelve months immediately preceding the date of application for closure of account/his quitting service. (If so indicate the amount of advance, No. and date of sanction and the date of drawal of the amount).
8. Name of the office through which payment is to be made
9. A. In the event of death of a subscriber before making final disbursement of the Provident Fund amount, furnish also :
- (a) Date of birth of the subscriber
- (b) Date of commencement of continuous service under the Panchayat
- (c) Date of death
- (d) Whether proof of death in the form of a death certificate issued by the Municipal Authorities or other competent authorities is available (The proof of death need be insisted upon only in cases of doubt).
- (e) Whether a valid nomination executed by the subscriber in accordance with the rules exists. (If so, furnish the age (s) and name(s) of the nominee(s) and his/her /their relationship to the subscriber)
- (f) In the case of a subscriber who sent in his nomination while un-married, whether he has acquired a family after the submission of the first nomination and whether he has submitted a fresh one thereafter.
- B. If there is no valid nomination, furnish a list of member (s) of the subscriber's family as defined in rule 2 of the Panchayat Employees' Provident Fund Rules surviving on the date of death of the subscriber to whom the Provident Fund money is payable together with his/her/their name (s) age (s) and respective relationship to the subscriber.

[In the case of daughter(s) indicate whether she/they/is/are/ married or un-married. If married, furnish whether her/their husband (s) is/are alive].

- C. In case where there is no valid nomination and where no member of the family of the subscriber as defined in rule 2 of the Kerala Panchayat Employees' Provident Fund Rules survives furnish the name(s) of the person(s) to whom the Provident Fund money is payable (to be supported by letters of probate or succession certificate etc)
- D. If the subscriber had continued in service upto the date of his retirement on superannuation, furnish :
- (i) Date of his retirement from service on superannuation
 - (ii) Amount at his credit in the Fund at the time of his retirement
 - (iii) Amount finally withdrawn after retirement, if any

DECLARION

Ido hereby declare that the particulars mentioned above are true. I further declare that I do not/ do accept the balance standing to my credit in the Kerala Panchayat Employee's Provident Fund Account No communicated to me by the Account Officer in his annual account statement for the financial year ended on the 31st March (here enter the financial year immediately preceding the date of his quitting service)

Date Signature of the Subscriber
Nominee (s) other claimant (s)
with full home address.

Station :

Date .

* The form shall be carefully filled in by the subscriber and submitted to the Head of office. In the case of a subscriber who is no more, the Head

of the office shall obtain the Nominee(s) or in his /her/her /their absence from the other claimant (s) immediately after the death of the subscriber , an application for closure of the account and to forward it with necessary documents to the Account Officer within a fortnight of the receipts of the application. The Heads of Office will give such assistance to the nominees or claimants as is necessary to fill in the form of application properly.

** If the application is submitted by a nominee or other claimants, the second sentence in the declaration may be scored off.

*** If the subscriber has not received the annual account statement for the financial year immediately preceding the date of his quitting service, he may indicate here the year of the latest annual account statement received by him. In cases where the subscriber does not accept the balance communicated to him, he should furnish briefly in a separate letter the reasons for not accepting the balance.

CERTIFICATE

(To be filled in by Head of Office)

(1) Certified after due verification with reference to the records available in my office that Sri/Smt subscriber to P.F. Account No has drawn on his salary for the month immediately preceding the month in which he retires or proceeds on leave preparatory to retirement from service on superannuation and that he will be retiring /proceeding on leave preparatory to retirement from service for month/has already retired/ proceed on leave preparatory to retirement from service for months/has been discharged/dismissed /removed/has resigned finally from service with effect from, F.N./A.N. and his resignation has been accepted.

£ Certified also that he has quitted service with the prior permission of the Department to take up appointment in any Government Service.

(2) Certified further after the verification with reference to the records available in my office that no temporary advance/non-refundable withdrawal

was sanctioned to the subscriber from his Provident Fund account during the 12 months immediately preceding the date of his application for closure of the account /his proceeding on leave preparatory to retirement/ quitting service. Certified also after due verification with reference to the records available in my office that the following temporary advance(s) non-refundable withdrawal(s) was/were sanctioned to the subscriber from his Provident Fund Account during the twelve months immediately preceding the date of his application for the closure of P.F Account/ his proceeding on leave preparatory to retirement/ quitting service.

<i>Amount of temporary advance</i>	<i>Amount of non-refundable withdrawal</i>	<i>No. & date of sanction</i>	<i>Date of withdrawal</i>	<i>Voucher No.</i>
Rs	Rs			
1				
2				
3				
4				

£ This certificate is not necessary in cases other than resignation

\$ The application should be routed through his Controlling Officer who shall countersign the application

3. Certified also that the entries against column 1,2,3 & 6 furnished by the subscriber/nominee(s) claimant(s) have been verified by me with reference to my office records and found correct

Signature of Head of Office/
Department

Dated countersignature of the
Controlling Officer

Station :

Date :

Form- F
(See rule 32)

Office of the

No.

From The

To

Sir

With reference to your letter No. dated the intimating that quitted the service/died/..... on and asking for payment of the amount at credit (Account No) in the Kerala Panchayat Employees Provident Fund on that date. I authorize you to draw a sum of Rs. () representing the amount of deposit with interest calculated uptoby presenting the bill at the Treasury.

2. The disbursement should be made in terms of Rules of the Kerala Panchayat Employee's Provident Fund Rules and a certificate of disbursement of the amount furnished in your next establishment bill.

3. The deceased, by a declaration dated desired that the whole/ portion of/his accumulations in the Fund should be paid to the persons named below in the propitiations mentioned against each.

4. The payee should be informed that he /she shall have to accept the amount when tendered.

5. The has been advised accordingly

Yours faithfully,

(Signature)

(Designation)

Copy to the for information and favour of necessary action

(Signature)

(Designation)

Note : Paras 2 and 3 may be cut out when not required.

**SCHEDULE
Form of Nomination**

[See Sub-rule (1) of Rule 6]

I, (Name)..... hereby nominate the person(s) mentioned below to receive the amount that may stand to may credit in the Fund in the event of my death before that amount has become payable or having become payable, has not been paid.

<i>Name and full permanent address of nominee(s)</i>	<i>Relationship with subscriber</i>	<i>Age</i>	<i>Share payable to each</i>	<i>Contingencies on the happening of which the nomination shall come invalid</i>	<i>Name, address, relationship and age of the person to whom the right of the nominee shall pass in the event of his predeceasing the subscriber</i>	<i>Name and address of the person to whom share is to be paid on behalf of minor</i>
(1)	(2)	(3)	(4)	(5)	(6)	(7)

Place _____ Name and address _____ Signature _____

Date _____ Witness : 1. _____

Signature of the subscriber Name and Designation

Counter signature by head of office

EMPLOYEES PROVIDENT FUND RULES, 1976

APPENDIX I (See rule 20)

Payment of amounts to nominees

1. Any sum payable under rule 20 to a member of the family of a subscriber vests in such member under sub section (2) of S. 3 of the Provident Funds Act,1925.

2. When a nominee is a dependent of the subscriber as defined in clause (c) of section (2) of the Provident Funds Act, 1925, the amounts vest in such nominee under sub section (2) of S. 3 of the Act.

3. When the subscriber leaves no family and no nomination made by him in accordance with the provisions of rule 6 subsists or if such nomination relates only to part of the amount standing to his credit in the Fund, the relevant provisions of clause (b) and of sub clause (ii) of clause (c) of sub S. (I) of S.4 of the Provident Funds Act, 1925, are applicable to the whole amount or the part there of to which the nomination does not relate.

APPENDIX II

[See Note 2 (ii) under rule 20]

Form of Bond of Indemnity for drawal of Provident Fund money due to the minor Child/Children of a deceased subscriber by a person other than its/their natural guardian where each minor's share does not exceed Rs.500.

KNOW ALL MEN BY THESE PRESENTS that we Sri
..... (here enter name and address) hereinafter called "the bounden"

“ (a) and Sri and Sri
(b) (here enter names and addresses) hereinafter called “ the sureties”) do hereby bind ourselves and each of us our and each of our heirs, executors and administrators jointly and severally to pay to the Director of Panchayats of Kerala (hereinafter referred to as “ the Government “) on demand the sum of Rs.....(Rupees in words).

Signed and dated this the day of one thousand nine hundred and..... Panchayat Employes ‘Provident Fund Rules AND WHEREAS the said (c) died on the day of19.... and a sum of Rupees ... (Rs.....) is payable by the Director of Panchayats on account of his Kerala Panchayat Employees ‘ Provident Fund accumulations AND WHREAS as the above bounden(s)... [(Here in after called the claimant(s) claim(s)]* the said sum on behalf of the minor/Child/Children of the said(c) but has/have not obtained a guardianship certificate.

AND WHEREAS THE claimant (s) has/have satisfied the (d)..... (Officer concerned) that he/she/ they/is/are entitled to the aforesaid sum and that would cause undue delay and hardship if the claimant(s) were required to produce a guardianship certificate/ AND WHEREAS Director of Panchayats desires to pay the said sum of the claimant(s) but under Government rules and orders it is necessary that the claimants(s) should first execute a bond with two sureties to indemnify Director of Panchayats against all claims to the amount so due as aforesaid to the said(c)..... deceased) before the said sum can be paid to the claimants).

-
- (a). Full name of claimant(s) with place(s) of residence.
 - (b). Full name(s) of the sureties.
 - (c). Name(s)of deceased.

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

- (a) Title of the Officer responsible, for payment.

NOW THE CONDITION of this bond is such that if after payment has been made to the claimant s), the claimant (s) or sureties shall in the event of a claim being made by any person other than the claimant(s) against Director of Panchayats with respect of the aforesaid sum of Rs..... refund to Director of Panchayats the sum of Rupees..... (Rs.....) and shall always indemnify and save Director of Panchayats harmless from all liabilities in respect of the aforesaid sum and all costs incurred in consequence of any claim thereto.

THEN the above written bond or obligation shall be void but otherwise the same shall remain in full force and virtue.

The liability of the sureties under this bond is co-extensive with that of the bounden and shall not be affected by the Director of Panchayats giving time or any other indulgence to the bounden:

Provided further that the bounden and the sureties do hereby agree that all sums found due to the Director of Panchayats under or by virtue of this bond may be recovered jointly and severally from them and their propertied movable and immovable as if such dues were arrears of land revenue under the provisions of the Revenue Recovery Act for the time being in force or in such other manner as the Director of Panchayats, may deem fit.

Signed by the Bounden Sri.....

In the presence of witnesses:

- (1)
- 2)

Signed by the Sureties Shri

and Shri.....

In the presence of witnesses:

- (1)
- (2)

APPENDIX III

(See Note 3 under rule 20)

Form of Indemnity that should be taken for authorizing payment of the Kerala Panchayat Employees' Provident Fund Deposits without insisting on the production of letters of administration or other legal authority to a person claiming payment as heir of the deceased nominee of the subscriber.

KNOW ALL MEN BY THESE PRESENTS that we Shri
(here enter name and address) (here in after called " the bounden") (a) and Shri
..... and Shri.. (b). (Here enter
names and addresses) (here in after called " the sureties") do hereby bind ourselves and
each of us our and each of our heirs, executors and administrators jointly and severally
to pay to the Director of Panchayats on demand the sum of Rs.....(Rupees in words).

Signed and dated this the day of one thousand nine hundred and
.....

WHEREAS (c).....was at the time of his/her death a Subscriber
to the Kerala Panchayat Employees' Provident Fund AND WHEREAS the said (c)
.....died on the day of 19.....

WHEREAS a sum of Rupees (Rs.....) is payable to (d) ...
..... the nominee of the said (c).....by the Director of Panchayats
on account of the Kerala Panchayat Employees Provident Fund Accumulations of the
said (c)

AND WHEREAS the said (d)

Predeceased the said (c) died

after the said (c)

but before receiving payment;

(a). Full name (s) of claimant (s) with place (s) of residence. (b) Full name of the
surety. (c) Full name of the subscriber. (d) Full name of the nominee.

AND WHEREAS the above bounden (here in after called the claimant (s)) claims (s) the said sum but has/ have not obtained probate or letters of administration or other legal authority:

AND WHEREAS the Director of Panchayats desire (s) to pay the said sum to the claimant (s) but consider (s) it necessary that the claimant (s) should first execute a bond with two sureties to indemnify the Director of Panchayats against all claims to the amount so due as aforesaid before the said sum can be paid to the claimant (s).

NOW THE CONDITION of this bond is such that if, after payment has been made to the claimant (s), the claimant (s) or the said sureties shall in the event of a claim being made by any person other than the claimant (s) against the Director of Panchayats with respect to the aforesaid sum of Rupees (Rs) refund to the Director of Panchayats the sum of Rupees. and shall otherwise indemnify and save the Director of Panchayats harmless from all liabilities in respect of the aforesaid sum and all costs incurred in consequence of any claim thereto.

THEN the above written bond or obligation shall be void but otherwise the same shall remain in full force and virtue.

The liability of the sureties under this Bond is co-extensive with that of the bounden and shall not be affected by the Director of Panchayats giving time or any other indulgence to the bounden:

Provided further that the bounden and the sureties do hereby agree that all sums found due to the Director of Panchayats under or by virtue of this bond may be recovered jointly and severally from them and their properties movable and immovable as if such dues were arrear of land revenue under the provisions of the Revenue Recovery Act for the time being in force or in such other manner as the Director of Panchayats deem fit.

Signed by the bounden Sri

In the presence of witnesses :

- 1.
- 2.

Signed by the Sureties Sri
and Sri

In the presence of witnesses :

(1)

(2)

ACT No. XIX OF 1925
The Provident Funds Act, 1925
Passed by the Indian Legislature
(Received the assent of the Governor-General on the 27th August, 1925)
(See Rule 2)

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 Funds, it is here by enacted as follows:

Short title, extent and commencement:- (1) This Act may be called the provident Funds Act, 1925.

2. It extend to the whole of British India, including British Beluchistan.

(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 subscriptions or premia in respect of a family pension funds, 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 the subscriber or depositor is alive, a paternal grand parent:

(d). “ Government Provident Fund” means a Provident Fund, other than a Railway Provident Funds, 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 crown 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 British India either under a special Act of Parliament or an Indian Law, or under contract with the Crown, or,

(ii) the manager of any railway or tramway administered by the Federal Railway Authority or by a State Government and includes, in any case referred to in sub-clause (ii) , the Federal Railway Authority 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 deposits:-** (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, 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 to such person as may be authorized by law to receive payment on his behalf, shall subject to any deduction authorised by this Act, and, save where the dependent is the widow or child of the subscriber or depositor, subject also to the rights of 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 repayments :-** (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 S 3, pay the same to the dependent or to such person, as may be authorised 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, 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 subsection gives his consent in writing, pay the sum or part or 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 or 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 depositor as is equivalent to the amount so paid.

(5). **Right 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 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 not 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 the said person predeceases the subscriber or depositor, the nomination shall, so far as 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). Not with standing anything contained in the Succession Certificate Act, 1889, 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 S.2 of the Provident Funds (Amendment) Act, 1946, shall apply also 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 direct, be deducted there from and paid 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 Fund, 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.

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 shall apply to any Provident Fund, established for the benefit of its employees by any local authority within meaning of the Local Authorities Loans Act, 1914, and on the making of such declaration, 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 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 Fund and the authority having custody of the Fund were the Government;

Provided that S.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, means the State Government of the State in which the Society is registered.

9. **Savings as Estates of Soldiers:-** Nothing in S.4 or S.5 shall apply to money belonging to any estate for the purpose of the administration of which the Regimental Debts Act, 1893 applies

THE SCHEDULE

List of institutions

[See Sub-Section (2) of Section 8]

1. The Pasteur Institute of India, Kasauli,
2. The Calcutta Improvement Tribunal
3. A Court of Wards.
4. The Indian Central Cotton Committee.
5. The Trustees for the European Hospital for Mental Diseases at Ranchi,
6. The National Association for Supplying Female Medical Aid to the Women of India.
7. A College affiliated to a University Established by Statute.
8. The Indian Coal Grading Board.
9. The Lady Minto's Indian Nursing Association.
10. The Indian Red Cross Society
11. The Madras Provincial Branch of the Indian Red Cross Society.
12. The Imperial Bank of India.
13. The Bihar and Orissa Medical Examination Board
14. The Punjab University
15. The Institution created for the control of emigrant labour under Tea District Emigrant Labour Act, 1932.
16. The Bombay Board of Film Censors.

17. The Calcutta University.
18. The Central Board of Irrigation.
19. The Reserve Bank of India
20. The Benaras Hindu University
21. The Medical Council of India
22. The Indian Coffee Cess Committee
23. The Inter-Provincial Board for Anglo-Indian and European Education.
24. The Indian Research Fund Association.
25. The Delhi Joint Water and Sewage Board
26. The Tuberculosis Association of India.
27. The Coal Mines Stowing Board.
28. A Group Committee of the Sleeper Pool of Indian Railways.
29. The Indian Coffee Market Expansion Board.
30. The Coal Mines Rescue Stations Committee.
31. The Indian Coffee Board.
32. The Indian Rubber Board.
33. The Indian Central Sugarcane Committee.
34. The Anglo Indian College Delhi.
35. Lady Hardinge Medical college and Hospital, new Delhi.
36. St.Stephen's College, Delhi.
37. The Railway Conference Association.
38. The Bombay University.
39. The Indian Tea Licensing Committee.
40. The Indian Council of Agricultural Research.
41. The Council of Scientific and Industrial Research.

42. The Indian Institute of Science, Bangalore.
43. All India Cattle show Committee.
44. The Coal Mines Labour Welfare Fund.
45. The Indian Coconut Committee.
46. The Indian Central Tobacco Committee.
47. The Hindu College, Delhi.
48. The Ramjis College, Delhi.
49. The Industrial Finance Corporation of India constituted under the Industrial Finance Corporation Act, 1948.
50. The Lady Irwin College for Women, New Delhi.
51. The Port Raj Committee, Bombay.
52. The College of Commerce, Delhi.
53. The Hindu Kusht Nivaran Sangh (Indian Leprosy Association).
54. The Mica Mines Labour Welfare Office Establishment Contributory Provident Fund.
55. Rehabilitation Finance Administration.