

*** The Kerala Municipal Pensionable Employees Central Provident Fund Rules,1981**

S.R.No.1395/81.- In exercise of the powers conferred by sub-section (3) of S.91 read with clause (d) of sub-section (2) of S.344 of the Kerala Municipalities Act, 1960 (14 of 1961) and sub-section (2) of section 90 read with sub-section (2) of S.367 of the Kerala Municipal Corporations Act, 1961 (30 of 1961), and in supersession of the Rules issued under the notification No.G.O.Ms.225/69/DD. dated the 16th July, 1969 and published S.R.No.325/69 in Part 1 of the Kerala Gazette No. 34 dated the 2nd September, 1969, the Government of Kerala hereby make the following rules, the same having been previously published as required by S.345 of the Kerala Municipalities Act, 1960 and S.368 of the Kerala Municipal Corporations Act, 1961 (30 of 1961), namely :-

1. Short title and commencement :- (1) These rules may be called the “ Kerala Municipal Pensionable Employee Central Provident Fund Rules, 1981” .

(2) They shall come into force with effect from the 1st December,1981.

2. Definitions :- In these rules unless the context otherwise requires-

(i) ‘ Commissioner’ means the Commissioner of the Municipality or of the Corporation or Special Officer of the Municipality as the case may be ;

(ii) ‘Council ‘means Municipal Council established or deemed to have been established under the Kerala Municipalities Act, 1960 (14 of 1961),or a Corporation

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Explanatory note to the Rule Reads as follows. (This does not form part of the rules but is intended to indicate their general purport).

Consequent on the introduction of the municipal common service, maintenance of the P.F. Account of municipal and corporation employees as laid down in the Kerala Municipal Pensionable Employees Provident Fund Rules, 1969 has been found to be impracticable. Hence the necessity for the introduction of a central provident fund scheme. These rules were intended to achieve the above purpose.

Council established or deemed to have been established under the Kerala Municipal Corporations Act, 1961 (30 of 1961).

(iii) 'Director' means the director appointed under clause (13) of S.3 of the Kerala Municipalities Act, 1960 (14 of 1961).

(iv) 'Emoluments' means except where otherwise expressly provided pay, leave salary or subsistence allowances as defined in the Kerala Service Rules or other Service Rules applicable to the Municipal employees concerned and included any remuneration of the nature of pay received in respect of foreign service;

(v) 'Family' means (a) in the case of a male subscriber, wife or wives and children of the subscriber and the widow or widows and children of a deceased son of the subscriber :

Provided that if a subscriber proves that his wife has been judicially separated from him or has ceased, under the customary law of the community to which she belongs, to be entitled to maintenance she shall 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 indicates by express notice in writing to the Director that she shall continue to be regarded; and

(b) in the case of a 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 Director expresses 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.

Notes :- (1) " Children" means legitimate children.

(2) An adopted child shall be considered to be a child of the subscriber if the Director is satisfied that under the personal law of the subscriber adoption is legally recognised as conferring the status of a natural child.

(3) A child of one person given in adoption to another shall not be considered to be a child of the former if the Director is satisfied that such adoption is legally recognised as under the personal law of the person concerned.

(vi) "Form" means a Form appended to these rule;

(vii) "Fund" or "Provident Fund" means the Kerala Municipal Pensionable Employees Central Provident Fund established by the Director under these rules ;

(viii) " Pensionable Employees " means an employee of a council borne on its regular or contingent establishment or an employee covered by the Kerala Municipal Common Service who is eligible under the rules in force for pension on retirement from service on superannuation ;

(ix) "Subscription " means the amount subscribed by an employee to the fund under these rules;

(x) "Year " means a financial year.

(xi) Words importing the masculine gender shall be taken to include females, if circumstances so require.

Words and expressions used and not defined in these rules but is defined in the Kerala Service Rules or in the Provident Funds, Act, 1925, (Central Act 19 of 1925) shall have the meaning assigned to them in the Kerala Service Rules or the Provident Fund Act, 1925, (Central Act 19 of 1925) shall have the meaning assigned to them in the Kerala Service Rules or the Provident Fund Act, as the case may be.

3.Establishment of Fund .- (1) The Director shall establish and maintain a Provident Fund for the benefit of all categories of pensionable employees.

(2) The Fund shall be administered by the Director and shall be maintained in rupees.

(3) The fund shall be invested in Treasury Savings Bank (Public) Account having remittance facilities in all the Treasuries in the State.

(4) Such portion of the Fund which is not required for immediate disbursement under these rules may be invested in fixed deposits under Treasury Savings Schemes and/or in Kerala bonds.

4. Subscribers to the existing pensionable Em[ployee's Provident Funds of Councils to be absorbed in the fund to be established . - Every subscriber to the Kerala Municipal Pensionable Employee's Provident Fund established by a Council under the Kerala Municipal Pensionable Employees' Provident Fund Rules, 1969 , shall be absorbed in the fund to be established by the Director under these rules and amount remaining at the credit of such subscriber in the Provident Fund established under the Kerala Municipal Pensionable Employee's Provident Fund Rules, 1969 with interest thereon shall be transferred to his account to be opened in his name under the fund to be established under these rules.

5. Admission to to Fund.- (1) Subject to the provisions of R.4 every pensionable employee who has put in a continuous service of more than one year in a temporary or officiating capacity shall be admitted to the Fund:

Provided the temporary, acting and officiating members (other than re-employed pensioners and those provisionally appointed initially) who have not completed one year's continuous service may also be admitted to the Fund if they apply for it in writing.

(b) Every probationer in any post who will be made a full member of the service on due completion of the period of probation.

(2) Application for admission to the fund shall be in Form No.1

(6) Nominations .- (1) Every subscriber shall, at the time of joining the fund, send to the Director along with his application 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 the amount has become payable, or having become payable, has not been paid :

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

(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 such one of the Forms IA to ID as may be appropriate in the circumstances of the case.

(4) If a subscriber who has made a nomination when he had no family, subsequently acquired a family, he shall formally get the nomination cancelled and make a fresh nomination in favour of his family.

5. A subscriber may at any time cancel a nomination by sending notice in writing to the Director along with a fresh nomination made in accordance with the provisions of the rule.

(6) 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 the nominee shall, pass to such other person as may be specified in the nomination;

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

(7) Immediately on the occurrence of any contingency by reason of which the nomination becomes inoperative, the subscriber shall send to the Director or a notice in writing canceling the nomination together with a fresh nomination made in accordance with the provision of this rule.

(8) 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 Director.

7. **Subscriber's Account** - An account shall be prepared in Form No.2 in the name of each subscriber and it shall show the amount of his subscriptions with interest thereon, as prescribed in rule 14, as well as advances and withdrawals from the fund.

8. **Conditions regarding subscriptions** : A subscriber shall subscribe monthly to the fund except during a period of suspension:

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

Provided further that a subscriber, on reinstatement after a period under suspension shall be allowed the option of paying in a lump or in instalments, any sum not exceeding the maximum amount of arrear subscriptions permissible for that period :

Provided also that a subscriber may at any time during the last one year of service immediately preceding the date of his retirement, elect not to subscribe to the Fund.

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 rupee; and

(b) it may be any sum so expressed, not less than 6% of his emoluments.

Note :- If six 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 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 31 st 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 of 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 in the service of the Council or had he not been on leave.

(b) In the case of subscriber who was not in the service of any council 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 to the Director 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, 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 not to subscribe during such leave, by the deduction which he causes to be made in this behalf from his salary bill for that month.

(e) If he was on foreign service on 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 once at any time during the course of a year.

(5) The subscriber shall have the option to reduce the subscription during the course of an year in case of reduction in emoluments, provided the amount of subscription after such reduction does not fall below 6 percent of his emoluments.

10. Applicability of the rules to subscribers while on foreign service etc :-
When a subscriber is transferred to foreign service or sent on deputation to the services of another institution or transferred to another council 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 :

Provided that in case the lien of a subscriber is transferred to the establishment of any institution other than municipalities or corporations, his account shall be transferred to the institution to which his lien has been transferred.

11. Realisation of subscription :- (1) Subscriptions shall ordinarily be recovered by the Commissioner concerned by deduction of the amount from the pay bills of subscribers.

(2) When an officer is on foreign service or deputation the officer under whom the incumbent is working shall recover the subscription from his pay.

12. Recovery of arrears of subscription certain cases :- If an officer fails to subscribe with effect from the date on which he is required to subscribe to the fund , the total amount due to the fund on account of arrears of the subscription shall forthwith be paid by the subscriber to the fund or in default be ordered by the Director to be recovered by deductions from the emoluments of the subscriber in instalments or otherwise as may be directed by the Director. The commissioner concerned or officers under whom the incumbent is working shall effect recovery of arrear subscription by deduction of the amount from the pay of the subscriber concerned and pay to the Central Provident Fund.

Provided that the arrears so recovered shall not be in excess of the rate of subscription for the month in which recoveries are effected.

13. Lodging of the fund.- The amount deducted from the pay bills of subscribers as under sub-rule (1) of rule 11 as provident fund deductions and the subscriptions recovered under sub-rule (2) of rule 11 by the subscribers shall be remitted to the Treasury Savings Bank Account concerned as specified in sub-rule (3) of rule 3 and the details of such remittances shall be reported to the Director before 15th of the succeeding month. The Director shall maintain a separate cash book for the Fund in Form No.10.

14. Interest :- (1) Subject to the provisions of sub-rule(5) interest at such rate as may be fixed by the Government from time to time subject to a minimum of four per cent 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 :

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

(ii) On sums withdrawn during the current year - interest from the beginning of the current year upto the last day of the month preceding the month withdrawal;

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

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

Provided that when the amount standing at the credit of a 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, upto the date on which the amount standing to the credit of the subscriber become payable.

(3) In this rules, 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 under rule 11 (2) shall be deemed to be the first day of the month of remittance, if it is remitted 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 the next month.

(4) In addition to any amount to be paid under these 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 became payable, whichever of these periods be less, shall be payable to the person to whom such amount is to be paid.

(5) Interest shall not be credited to the account of a subscriber if he informs the Director 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.

15. Temporary advance from the fund -(1) The Director shall place at the disposals of the Commissioners concerned the funds required for payment of temporary advances to the subscribers from time to time. The funds so placed at the disposal of Commissioners shall be lodged in Government Savings Bank Accounts.

(2) A temporary advance may be granted by the Commissioner to a subscriber from the amount standing to his credit subject to the following conditions namely :-

Note :- The annual credit cards issued to the subscribers at the end of every year by the Director shall be relied upon by the Commissioners concerned to arrive at the actual amount standing to the credit of the subscriber concerned on any particular date.

(a) No advance shall be granted from the fund unless the Commissioner 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 son or daughter of the subscriber.

(i) to meet the expenses in connection with prolonged illness or treatment of the applicant or any person actually dependent on him;

Note :- Expenses on account of "Confinement" shall be deemed as expenses in connection with prolonged treatment.

(ii) to meet the expenses in connection with marriages, funerals, or ceremonies which by the religious or social customs of the subscriber, it is incumbent upon him to perform.

(iii) 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 ;

(iv) to pay for the cost of subscriber's defence where he is prosecuted by the council in any court of law or when the subscriber engages a legal practitioner to defend himself in any enquiry in respect of alleged misconduct on his part.

Note :-1 The amount of temporary advances admissible for purposes of sub-clause (iii) and (iv) of this sub-rule shall, notwithstanding any other provision to the contrary in these rules, not exceed three months's pay and shall in no case exceed half the amount at the credit of the subscriber.

2. Temporary advance may be sanctioned 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.

(v) to pay for the cost of general education of the subscriber or his children beyond the high school stage.

(b) An advance shall not except for special reasons to be recorded in writing, be granted, in excess of three month's pay or half the amount at the credit of the subscriber in the fund whichever is less.

(3) The commissioner shall not under any circumstances grant-

(i) an advance during the month in which he retires or proceeds on leave preparatory to retirement from service on superannuation;

(ii) an advance unless a period of six months has elapsed after the grant of the previous advance ;

(iii) an advance during the last one year of service immediately preceding the date of retirement of the subscriber who has elected not to subscribe to the Fund as provided in the third proviso to rule 8.

(iv) An advance sanctioned from provident fund shall not result in a position whereby the amount of advance outstanding repayment, if any, plus advance proposed to be sanctioned is more than 300 per cent of the balance amount at the subscribers credit after disbursing the advance to be sanctioned.

(4) The amount of advance shall be fixed with due regard to the amount of the credit of the subscriber in the Fund.

(5) The amount of advance should be expressed in whole rupees and the monthly instalments of repayments should also be in equal number of whole rupees.

(6) Application for temporary advance shall be in Form No.3 and the order sanctioning the same shall be in Form No.4.

(7) The Commissioner concerned shall immediately after sanctioning a temporary advance to a subscriber, forward one copy of his proceedings sanctioning the advance to the Director.

16. Recovery of temporary advance .- An advance shall be recovered from the subscriber in such number of equal monthly instalments as the Commissioner may specify in the proceedings sanctioning the advance but such number shall not be less than twelve, unless the subscriber so elects, or in any case not more than twentyfour . In special cases, where the amount of advance exceeds 3 months' pay of the subscriber, the Commissioner may fix such number of instalments to be more than 24 but in no case more than thirty six. A subscriber may at his option, repay two or more instalments in a month.

17. **mode of recovery** .- (1) Recovery shall be made in the manner prescribed in rule 11 for the realization of subscriptions and shall commence with the issue of pay for the month following the month, in which the advance was withdrawn. Recovery shall not be made, except with the subscriber's consent, while he is on leave, which either does not carry any leave salary or carries leave salary equal to or less than half pay or half average pay, or in receipt of subsistence allowance, and may be postponed, on the subscriber's written request, but the sanctioning authority during the recovery of an advance of pay granted to the subscriber.

(2) When an advance is sanctioned under sub-rule (2) of rule 15, before repayment of last instalment of any previous advance is completed, the balance of any previous advance not recovered shall be added to the advance so sanctioned and the instalments for recovery shall be fixed with reference to the consolidated amount.

(3) If an advance has been granted to a subscriber and drawn by him and the advance is subsequently disallowed by the Commissioner before repayment is completed the whole or balance of the amount withdrawn, shall with interest at the rate provided in rule 14, forthwith be repaid by the subscriber to the fund, or in default, be ordered by the Commissioner to be recovered by deductions from the emoluments of the subscriber in a lump sum or in monthly instalments not exceeding twelve :

Provided that a subscriber 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.

(5) Recoveries towards temporary advances previously granted and outstanding will not be made during the last one year of service immediately preceding the date of retirement in respect of a subscriber who has elected not to subscribe to the Fund as provided in the third proviso to rule 8.

18. Non-refundable withdrawal :- (1) The Director may at any time, on the application of subscriber who has completed twenty years of service (including broken periods of service, if any) or who is within ten years of the date of his attainment of the age of superannuation, which ever is earlier, sanction a non – refundable withdrawal to a subscriber, on getting an application from him from the amount standing to his credit in the Fund, for one or more of the following purposes namely :-

(a) meeting the cost of higher education, including, where necessary, the traveling expenses, of any child of the subscriber and if he has no child, of any other relative actually dependent on him for education outside India, for academic, technical, professional or vocational course beyond the high school stage, and for any Medical Engineering and 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.

(b) 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 a loan expressly taken for this purpose ;

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

(d) purchasing a house site in the name of the subscriber and/or his wife or repaying any outstanding amount on account of a loan expressly taken for this purpose from 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;

(e) buildings 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 site in the name of the subscriber 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 the withdrawal :

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

(f) making additions or alternations to or reconstructing or completing or repairing a house owned or acquired by the subscriber and/ or his wife with or without any assistance from 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 souce 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 clauses (d), (e) and (f) shall be read as “her” and “husband “ respectively.

(2) The application for the withdrawal under sub-rule(1) shall be in Form No.5 .The subscribers shall be at liberty to send up application for non-refundable withdrawals direct to the Director.

19.Conditions relating to sanctioning of non-refundable withdrawal .-

(1) A sanction for non-refundable withdrawal from the fund shall in all ordinary cases be limited to one half of the amount to the credit of the subscriber or six months’ pay whichever is less.

(2) The Director may, however, sanction the withdrawal of an amount in excess of the limit prescribed in sub-rule (1) of this rule, upto $\frac{3}{4}$ of the amount at the credit of the subscriber having due regard to the following :-

- (a) the object for which the withdrawal is being made;
- (b) the status of the subscriber; and
- (c) the amount to his credit in the fund:

Provided that -

(1) In the case of a subscriber who has availed himself of a loan from the Municipal or from any other Government source for house building purpose, a final withdrawal by him from the Provident Fund will be permitted provided that the amount withdrawn from the fund, together with the amount of loan taken from the Municipality, or from any other Government source does not exceed Rs. 75,000 or five years pay of the subscriber whichever is less.

(ii) A subscriber who has been permitted a non-refundable withdrawal from the fund for the purpose of building or acquiring 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 purposes or for the purchase of a house site at the same or another place. In the case of a subscriber who has been permitted a non-refundable withdrawal under clause (d) of sub-rule (1) of rule 18 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) A subscriber who as been permitted under clause (d) or (e) of sub-rule (1) of rule 18 to withdraw money from the amount standing to his credit in the Fund shall not part with the possession of the house built or acquired or house site purchased with the money so withdrawn, whether by way of sale , mortgage , gift, exchange or otherwise without the previous permission of the Director :

Provided that such permission shall not be necessary for-

- (i) the house or house site being leased for any term not exceeding 3 years ; or
- (ii) its being mortgaged in favour of Housing Board, the Life Insurance Corporation or any other Corporation owned or controlled by the State Government which advance loans for the construction of a new house or for making additions or alterations to an existing house.

(b) The subscriber shall submit a declaration not later than the 31st day of December every year as to whether the house or the house-site as the cause may be, continued to be in his possession or has been mortgaged, otherwise transferred or let out as aforesaid 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, mortgage or lease deed and also the documents on which his title to the property is leased.

(c) If, at any time before his retirement the subscriber parts with the possession of the house or house site without obtaining the previous sanction of the Director he shall forthwith repay the sum so withdrawn by him in a lump sum to the Fund, and in default of such repayment the sanctioning authority shall, after giving the subscriber a reasonable opportunity of making a representation in the matter, cause the said sum to be recovered from the emoluments of the subscriber either in a lump sum or in such number of monthly instalments as may be determined by it.

(3) A subscriber who has been permitted to withdraw money from the fund under rule 18 shall satisfy the Director within a reasonable period as may be specified by him that the money has been utilized for the purpose for which it was withdrawn, and if he fails to do so, the whole of the sum so withdrawn or so much thereof as has not been applied for the purposes for which it was withdrawn shall forthwith be repaid in one lump by the subscriber to the fund and in default of such payment, it shall be ordered by the Director to be recovered from the subscriber's emoluments either in lump or in such number of monthly instalments as may be determined by the Director. The Commissioner concerned shall carry out the directions issued by the Director in this regard.

20. Conversion of an advance into a non-refundable withdrawal .-
A subscriber who has already drawn or may draw in future an advance under rule 15 for any of the purpose specified in clauses (a) , (b), or (c) of rule 18 may convert, at his discretion by written request addressed to the Director, the balance

outstanding against it, into a non-refundable withdrawal, on his satisfying the conditions laid down in rule 18 and 19.

21. Notwithstanding anything contained in rules 18 and 19 non-refundable withdrawals may be allowed to the extent necessary to continue the payment of premia to the insurance policies in respect of the subscribers who have assigned their policies in favour of the Director for the purpose of payment of insurance premia out of their provident fund accumulations. Such non-refundable withdrawals shall be sanctioned by the Director, for the required amounts for the remittance of premia on the basis of written requests made by the subscriber in this regard. A register of premia shall also be maintained in Form No.12.

22. **Final withdrawal of accumulations in the fund** - (a) 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 dismissed, removed or compulsorily retired from the service and is subsequently reinstated in the service shall, if required so to do 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 rules 23. The amount so repaid shall be credited to his account in the fund.

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

Note :- A subscriber, other than one who is appointed on contract or one who has retired from service and is subsequently re-employed, with or without a break in service, shall not be deemed to quit the service when he is transferred without any break in service to a new post under another council.

23. **Amounts standing to the credit of subscriber when payable** -
When a subscriber-

(a) has proceeded on leave preparatory to retirement;

(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 reason or other, the amount standing to his credit in the fund shall upon application made by him in that behalf to the Director become payable to the subscriber :

Provided that the subscriber, he returns to duty, shall, if required so to do by the Director, repay to the fund, for credit to his account any amount paid to him from the fund in pursuance of this rule in cash or securities or partly in cash or partly in securities by instalment or otherwise, by recovery from his emoluments or otherwise as may be directed by the Director.

24. Payment of amounts to the claimants of subscribers (See also Appendix I):-

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

(1) When the subscriber leave a family -

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

(b) if no such nomination in favour of a member or members of the family of the subscriber subsists or if such nomination relates only to a part of the amount standing to his credit in the fund, the whole amount or the part thereof to which the nomination does not relate as the case may be, shall, notwithstanding any nomination purporting to be favour to 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 (1), (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 would 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 in favour of any, person or persons, subsists, the amount standing to his credit in the fund or 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 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. 5,000 specified in clause (b) of sub-section(1) of section 4 of the Provident Funds Act, 1925. But if the party pleads inability to incur expenditure for obtaining the guardianship certificate from the court, the Director after making such enquiries as he deems fit may make 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 of Rs.500 and when the total amount payable to all the minors in a particular case does not exceed Rs.1000 orders of the Government should be 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 Director to receive payment on behalf of such minor beneficiary on such person executing a bond (see appendix II) signed by two 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 two sureties agreeing to indemnify the Director against my 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 Director 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 a letter of administration or other legal authority may be dispensed with. The records of enquiry should contain the signed statements of atleast two trustworthy or disinterested persons:

Provided that, the District Collector may in such case if he considers it expedient, require the party to execute before the payment is made, a bond (see 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 Director 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 case 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 authorize payment of the amount to the claimant on his executing a bond (see 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 provisions of the Provident Funds Act. 1925 and the rules framed there under, as the Act and Rules supersede the personal law of succession, inheritance, etc. in respect of provident fund money standing to the credit of a deceased subscriber.

25. Payment of amounts in respect of a lunatic:-- (1) When the amount standing to the credit of a subscriber in the fund becomes payable, it shall be the duty of the Director to make payment as provided in S.4 of the Provident Funds Act, 1925.

(2). If the person, to whom under these rules any amount is to be paid is a lunatic for whose estate a manager has been appointed in this behalf under the

Indian Lunacy Act, 1912, the payment shall be made to such manager and not to the lunatic.

26. Application for closure of Provident Fund Account:- (1) A subscriber who proceeds on leave preparatory to retirement or who is due to retire shall send in form No.6 an application for closure of his provident Fund Accounts sufficiently early to the director.

(2). In respect to deceased officers, the application in Form No.7 for the closure of their provident fund account along with necessary documents (including heirship certificates, guardianship certificate, succession certificate etc., whichever necessary) shall be sent to the Director, within a fortnight of the event.

27. The Closure of accounts:- The Director on receipt of the application for closure of Provident Fund accounts in the appropriate form along with the necessary documents, shall close the account in accordance with these rules.

28. Maintenance of accounts :- (a) The accounts relating to the fund shall be maintained by the Director. Sums of which payable 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.

(b). The transactions relating to the Central Provident Fund shall be audited by the Examiner of Local Fund Accounts annually. The defects, lapses and omissions, if any, pointed out by the Examiner of Local Fund Accounts in his report shall be rectified by the Director within three months, from the date of receipt of the audit report and replies shall be furnished to him.

29. Assigning of account number to each subscriber:- When paying a subscription either by deduction from emoluments or in cash, subscriber shall quote the number of his account in this fund, which shall be communicated to him by the Director. Any change in the number, shall similarly be communicated to the subscriber by the Director.

30. Sending of statement of accounts to each subscriber:- (I) As soon as possible after the close of the year, but at any rate not later than 1st July of the

succeeding year, the Director shall send to each subscriber a statement of his account in the fund showing the opening balance as on the 1st April of the year, the total amounts credited or debited during the year, the total amount of interest credited as on 31st March of the year and the closing balance on that date. The Director shall attach to the statement of accounts an enquiry as 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 provision 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 Director within three months from the date of receipt of the statement.

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

31. **Form of bill for payment of Provident Fund money:-** The bill for withdrawing money from Provident Fund Accounts shall be in form No.8.

32. **Maintenance of Register :-** The Director shall maintain a register of subscribers in Form No.9; a Cash book in Form No.10; a register of temporary advance in Form No.11; a register of premia in form No.12 and such other registers as may, be prescribed by Government from time to time.

33. **Delegation of powers:-** The Director shall be competent to delegate any of the powers conferred on him as per these rules to any of his subordinate officers for the expeditious disposal of the transactions relating to Central Provident Fund.

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

35. **Special power of Government:-** Notwithstanding anything contained in these rules, when the Government are satisfied that the operation of any of these

rules causes or is likely to cause undue hardship to a Municipal employee they may * after hearing the party concerned and after recording the reason for so doing deal with the case of such employee in such manner as may appear to them just and equitable:

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

* Inserted by GO (P) No.22/89/LAD dated 28-3-89 K.G. Exty No.340 dated 10-4-89

Annexure
FORM No.1
[See Rule 5 (2)]

**FORM OF APPLICATION FOR ADMISSION TO THE KERALA MUNICIPAL PENSIONABLE
EMPLOYEES ' CENTRAL PROVIDENT FUND (TO BE SUBMITTED IN DUPLICATE)**

Name of Applicant	Official designation	Office to which attached	Service to which the applicant belongs	Whether the applicant is permanent or temporary . If temporary give the date of commencement of service	Rate of emoluments per mensum	Rate of Subscription per mensum	If subscriber to any other fund, the name of such fund	Whether the applicant has a family or not	Account No. to be allotted by the Director of Municipalities	Remarks
1	2	3	4	5	6	7	8	9	10	11

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

Station :
Date :

Signature of applicant

Enclosures :

Office of the Director of Municipal Administration , Trivandrum

No
Returned with Account No. allotted :

Dated :

This number should be quoted in all correspondence connected therewith.

Director of Municipal Administration

FORM No.2

[See rule 7]

**ABSTRACT OF THE KERALA MUNICIPAL PENSIONABLE EMPLOYEE'S CENTRAL
PROVIDENT FUND FROM 19..... 19.....**

Sl. No. as per register of subscribers	Name of Subscriber	Official Designation	Emoluments on Which subscription is levied	Opening balance
				Subscription account
1	2	3	4	5
			Credit	Total

Amounts of subscriptions or refunds of withdrawals received in

April	May	June	July	August	September	October	November	December	January	February	March
6	7	8	9	10	11	12	13	14	15	16	17

Subscription withdrawn or tempory withdrawals

closing
balance

Subscription accounts total of Columns (6) to (17)	Interest on subscription	Total of subscription account (columns) 5+ 18+ 19	Subscription	Voucher No.	Subscription account	Remark
18	19	20	21	22	23	24

FORM NO.3

(See Rule 15(6))

**FORM OF APPLICATION FOR TEMPORARY ADVANCES AGAINST
DEPOSITS IN KERALA MUNICIPAL PENSIONABLE
EMPLOYEES CENTRAL PROVIDENT FUND**

1. Name and Account No. of the subscriber
2. Monthly emoluments, pay & designation
3. Amount of advance required (both in figures and words)
4. Purpose for which its is required
5. Number of instalments of recovery proposed
6. Date of complete repayment of the previous loan
7. Details of advances pending recovery
 - (1) The amounts of previous advances
 - (2) Dates of drawal of each advance
 - (3) Balance outstanding against each advance
- 7.(a) Amount of consolidated advance items 3 & 7 (3) and the number 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 Municipal Pensionable Employees Central Provident Fund Rules in force. I also promise to repay the above advance in equal monthly instalments together with interest according to rules.

*(Signature of the subscriber with-
Name and Designation)*

Place :

Date :

10. Enquiry Certificate

Signature of the Commissioner

Place :

Date :

FORM NO.4

[See Rule 15(6)]

**FORM OF SANCTION FOR TEMPORARY ADVANCES FROM
KERALA MUNICIPAL PENSIONABLE
EMPLOYEES CENTRAL PROVIDENT FUND**

A temporary advance from the Kerala Municipal Pensionable Employees Central Provident Fund as particularized below is sanctioned by the undersigned under the rules regulating that fund.

1. Subscriber's name
2. Subscriber's designation
3. Subscriber's emoluments
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 Director of Municipalities)
9. Balance of previous advances, if any, outstanding against the subscriber
10. Date of repayment of previous advances, if any
11. Special reason for granting the advance under R.15(2)(b)
13. Amount of consolidated advance (items 5&9) and the No. of instalments in which the consolidated advance is to be recovered
14. Amount of each such instalment.

(Signature of sanctioning authority with Designation)

To

The
.....

FORM NO.5
(See Rule 18(2))

**APPLICATION FOR NON-REFUNDABLE WITHDRAWAL FROM THE
KERALA MUNICIPAL PENSIONABLE EMPLOYEES CENTRAL
PROVIDENT FUND**

1. Name and designation of the subscriber
2. Pay and dearness pay
3. Provident Fund Account No.
4. Whether the subscriber has opted for the Kerala Municipal Pensionable Employees Central Provident Fund Rules within the prescribed time-limit
5. Date of retirement on superannuation
6. Total service (in years)
7. Object of the withdrawal
 - (a) If the withdrawal is required for meeting the expenditure in connection with the :-

(1) higher education of any child or dependent of the subscriber, specify the nature and duration of the course. (In the case of a dependant, also specify whether the subscriber has any child)

(2) 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 a dependant, specify also whether the subscriber has any daughter)

(3) illness of the subscriber or any person actually dependant on him mention the nature of illness also.

(4) acquisition of a house and/or site, furnish in whose name(s) (subscriber's and/or his wife's) it will be acquired and whether it is for the actual residence of the subscriber and/or his family.

- (5) Construction, reconstruction, repair etc., of a house:

State whether the site on which the house is 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.

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.

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

9. Amounts of the withdrawal proposed (both in figures and words)

10. Name of the Treasury at which payment is desired

11. (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 the withdrawal to the appropriate authority within the prescribed

time limit. If the certificate was not submitted within the said period, furnish the reasons therefor.

12. Special circumstances which necessitate the withdrawal (this column need be 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, whether 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 Municipal Pensionable Employees Central Provident Fund Rules as amended from time to time.

Place :
Date :

*Dated Signature of the Subscriber with
full official address*

TO BE FILLED IN BY THE COMMISSIONER

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

CERTIFICATE

1. It is certified that I have verified the particulars furnished by the subscriber against column 2,3,4,5,6,8 and 11 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.

Station :

Dated signature of the commissioner

FORM No.6
[See Rule 26(1)]
**FORM OF APPLICATION FOR CLOSURE OF PROVIDENT
FUND ACCOUNT**

To
The Director of Municipal Administration

Sir

I am due to retire/ have retired /have proceeded on leave preparatory to retirement for month /have been discharged/dissmised /have resigned from Municipal Service and my registration has been accepted with effect from forenoon/afternoon.

2. I have not opted for the continued retention of my provident fund money in the fund. I therefore request that the entire amount at my credit with interest due under the rules may be paid to me.

OR

I have opted for the continued retention of my provident fund money in the fund and my option has been forwarded-vide letter No..... dated attached. I request that a sum of Rs..... may be paid to me in terms of para.2 of that letter.

3. A sum of Rs..... (Rs) was last deducted as provident fund subscription and recovery on account of refund of advance from my pay bill for the month of for Rs encashed on

4. My provident fund account No. is My specimen signature in duplicate duly attested by a Gazetted Officer, is enclosed.

5. I certify that I have neither drawn any temporary advance nor made any final withdrawal from my provident fund account during the 12 months immediately preceding the date of my quitting service/proceeding on leave preparatory to retirement of thereafter.

OR

Details of the temporary advance drawn by me/final withdrawn made by me from my provident fund account during the 12 months immediately preceding the date of my quitting service/proceeding on leave preparatory to retirement or thereafter are given below :

Amount of advance.

Date :

1.

6. I hereby certify that no amount was withdrawn/ the following amount were withdrawn by me from my provident fund account during the 12 month immediately preceding the date of my quitting service/ proceeding on leave preparatory to retirement or thereafter for payment of insurance premia or for the purchased of a new policy.

Date

Amount

1.

2.

Station :

Date :

Yours faithfully

(Signature)

CERTIFICATE BY THE DIRECTOR

It is certified after due verification with reference to the records in my office, that no temporary advance /final withdrawal was sanctioned to the applicant from his provident fund accounts during the 12 months immediately preceding the date of his quitting service/proceeding on leave preparatory to retirement or thereafter.

OR

It is cerfited after due verification with reference to the records in my office, the following temporaory advances/final withdrawals were sanctioned to and drawn by the applicant from his provident fund account during the 12 months immediately preceding the date of his quitting service/proceeding on leave preparatory to retirement or thereafter.

Amount of advance/withdrawal

Date

Voucher No.

Rs

1.

2.

(Signature of the Director)

FORM No.7
[See Rule 26(2)]

**Form of Application for closure of Provident Fund Account of
a Subscriber to be used by the Nominee or any other
Claimants where no Nomination Subsists**

1. Name of the Municipal Servant
2. Date of birth
3. Date of first appointment to Municipal Service
4. Date of death
5. Is proof of death in the form of a death certificate issued by Municipal authorities etc., available ? (Proof of death to be insisted/ in case of doubt only)
6. Provident fund account No. allotted to the subscriber
7. Amount of provident fund money standing to the credit of the subscriber at the time of his death
8. Does a valid nomination in respect of the provident fund money of the subscriber exist ?
9. If so, the name of the nominee/nominees and his/her/their relationship to the deceased Municipal servant
10. If no valid nomination exist, names of the members of the family to whom the provident fund money will be payable in equal shares and their respective relationships to the deceased Municipal servant
11. If no valid nomination exists and the subscriber has not left behind any family member, the names of persons to whom the provident fund money is payable (to be supported by letters of probate or succession certificate etc.)
12. If the subscriber has opted for continued retention of his provident fund money in the fund the following particulars may be given.
 - (a) Date of retirement of Municipal servant from Municipal service
 - (b) Amount at the credit of the subscriber on the date of retirement
 - (c) Amount finally withdrawn after retirement , if any

CERTIFICATE BY THE DIRECTOR

It is certified after due verification with reference to the records in my office, that no temporary advance/final withdrawal was sanctioned to the applicant from his provident fund account during the 12 month immediately preceding the death of the subscriber.

OR

It is certified after due verification with reference to the records in my office, that the following temporary advances/ final withdrawals were sanctioned to and drawn by the deceased subscriber from his provident fund account during the 12 months immediately preceding the date of his death.

Amount of advance/withdrawal

	<i>Rs.</i>	<i>Date</i>	<i>Voucher No</i>
1.			
2.			

(Signature of the Director of Municipal Admn.)

FORM No.8
[See Rule 31]
FORM OF BILL FOR PAYMENT OF PROVIDENT FUND MONEY

Adjusted by
Voucher No.....
Date.....

Bill for withdrawing final payment /advance from the Kerala Municipal Pensionable Employees Central
Other withdrawals

Provident Fund of Shri/Smt of the for the month
.....

Sl. No.	Name of subscriber and monthly pay	P.F.Account No	No. of date of sanction/letter of authority	Final payment/advance/other withdrawals	Acquittance
1	2	3	4	5	6

Total

Net amount required for payment (in words)
Rupees

Space for classification

Pay Rs (Rupees.....)

Signature
(Stamp)
(Designation of the Drawing Officer)

Station :
Date :
Contents received
Pay to

Examined and entered
Accountant

(Signature of the Drawing Officer)

CERTIFICATE

I. Certified that I have satisfied myself that all sums included in bills in formdrawn 1 month /2 months/3 months previous to this date in favour of Messrs Account No

with the exemption 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 acquaintances have been taken and field in my office with receipt stamp duly cancelled for every payment in excess of Rs.20

II. Certified that the balance at my credit /at the credit of the subscriber on the date of withdrawal covers the sum drawn in the bill. Certified also that the amount asked for in this bill is required to meet the yearly premium due on in respect of policy No with the Life Insurance Corporation of India and that the policy in question has been assigned to the Local authority and is in the custody of the or the details of the Policy proposed to be taken have been communicated to and accepted by the in his letter No dated

Signature :

Designation :

Give details here if more than one policy has to be cited.

For use in office

Admitted Rs

Objected Rs

Accountant

*Director of Municipal
Administration/Commission*

Form No. 9
[See Rule .32]

**REGISTER OF SUBSCRIBERS TO THE KERALA MUNICIPAL PENSIONABLE EMPLOYEE
CENTRAL PROVIDENT FUND AND THEIR NOMINEES**

Subscribers

Sl. No	Name in full	Father's name	Address	Date of birth by the Christian era	Date of admission	Age on date of admission	Name of appointment held on date of admission	Pay of post	Name and date of certificate of nomination (to be filed separately)
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)

Nominees

Sl. No	Name in full	Relationship to subscriber	Age	Occupation	Address	Sums due in what proportions payable	Name and address of witnesses attesting the certificate	Initials of the Director	Remarks
(11)	(12)	(13)	(14)	(15)	(16)	(17)	(18)	(19)	(20)

Form No. 10
[See Rule .13 to 32]

**CASH BOOK OF THE KERALA MUNICIPAL EMPLOYEES CENTRAL PROVIDENT FUND
FOR THE YEAR 19**

Vr. No. and Date	Subscription	Miscellaneous	Particulars of transaction	Vr. No. and Date	Subscription	Investment	Miscellaneous	Particulars of transaction	In S.B Account	Under Investment	Remarks
1	2	3	4	5	6	7	8	9	10	11	12
Receipts				Payments					Balance		

- Note :-*
1. In Col. (1) the Vr. No. and date of the bill in which the amounts of P.F subscription etc., recovered from the pay of the subscribers are re -drawn for the purpose of crediting to the P.F. account shall be noted.
 2. In Col. (5) the Vr. No. and date of the bill in which the money is withdrawn for payment to subscription or for investment etc., have to be noted.

Signature of the Director of Municipal Administration

FORM No.11
 [See Rule 32]
REGISTER OF TEMPORARY ADVANCES AND THEIR RECOVERIES

Withdrawals

Name and designations	Account number	Authority	Amount sanctioned	Amount Withdrawn	Number of instalments for recovery	Year
1	2	3	4	5	6	7
					19..... - 19..... 19..... - 19..... 19..... - 19..... 19..... - 19.....	

Recoveris

April	May	June	July	August	Septemeber	October	November	December	January	February	March	Re- marks
8	9	10	11	12	13	14	15	16	17	18	19	20
Rs	Rs	Rs	Rs	Rs	Rs	Rs	Rs	Rs	Rs	Rs	Rs	Rs

FROM No.12
(See Rules 20 & 32)
REGISTER OF PREMIA

1. Name of Policy Holder
2. Providnet Fund Account No.
3. Name of Insurance Company
4. No. of policy
5. Date of instalments in which the annual premia is payable
6. Amount in each instalments

Instalment No.	Letter No	Amount paid		Date of payment	Initials of Director	Remarks
		Rs.	P.			

FORM No.1 A
[See Rule 6 (3)]
FORM OF NOMINATION

I hereby nominate the person mentioned below, who is a member of my family to receive the amount that may stand to my credit in the Fund, in the event of my death before that amount as become payable or having become payable, has not been paid :-

Name and address of the nominee	Relationship with subscriber	Age	Contingencies on the happening of which the nomination shall become invalid	Name, address and relationship of the person , if any , to whom the right of the nominee shall pass in the event of his predeceasing the subscriber	Name and address of the person to who share is to be paid on behalf of minor
1	2	3	4	5	6

Dated this day of at

Name , Designation and
Signature of two witnesses
1.
2.

Signature of subscriber

FORM No.1 B
[See Rule 6 (3)]

I, hereby nominate the persons mentioned below who are members of my family as defined in rule 2 of the Kerala Municipal Pensionable Employees ' Central Provident Fund Rules, to receive the amount that may stand to my credit in the Fund , in the event of my death before the amount has become payable , or having become payable, has not been paid and direct that the said amount shall be distributed among the said persons in the manner shown below against their names.

Name and address of the nominees	Relationship with the subscriber	Age	*Amount or share of accumulations to be paid to each	Contingencies on the happening of which the nomination shall become invalid	Name, address and relationship of the person , if any , to whom the right of the nominee shall pass in the event of his predeceasing the subscriber	Name and address of the person to who share is to be paid on behalf of minor
1	2	3	4	5	6	7

Dated this day of at

Name, Designation & Signature of two witnesses

- 1.
- 2.

Signature of subscriber

* This column shall be filled in so as to cover the whole amount that may stand to the credit of the subscriber in the Fund at any time.

FORM No I C
[See Rule 6 (3)]

I having no family as defined in rule 2 of the Kerala Municipal Pensionable Employees Central Provident Fund Rules, hereby nominate the person mentioned below to receive the amount that may stand to my credit in the fund, in the event of my death before that amount has become payable or having become payable, has not been paid

Name and address of the nominee(s)	Relationship with subscriber	Age	*Contingencies on the happening of which the nomination shall become invalid	Name, address and relationship of the person, if any, to whom the right of the nominee shall pass in the event of his predeceasing the subscriber	Name & address of the person to whom share is to be paid on behalf of minor
1	2	3	4	5	6

Dated this day of at

Name, Designation & Signature of two witnesses

- 1.
- 2.

Signature of subscriber

* Where a subscriber who has no family makes a nomination he shall specify in this column that the nomination shall become invalid in the event of his subsequently acquiring a family.

Note : " Death " need not be specified as a contingency on the happening of which the nomination shall become invalid.

FORM No.1 D

[See Rule 6 (3)]

I, having no family as defined in rule 2 of the Kerala Municipal Pensionable Employees Central Provident Fund Rules, hereby nominate the persons mentioned below to receive the amount that may stand to my credit in the fund, in the event of my death before that amount has become payable, or having become payable, has not been paid and direct that the said amount shall be distributed among the said persons in the manner shown below against their names

Name and address of the nominees	Relationship with the subscriber	Age	* Amount or share of accumulations to be paid to each	** Contingencies on the happening of which the nomination shall become invalid	Name, address & relationship of the person, if any, to whom the right of the nominee shall pass in the event of this predeceasing the subscriber	Name & address of the person to whom share is to be paid on behalf of minor
1	2	3	4	5	6	7

Dated this day of at

Name, Designation & Signature of two witnesses

- 1.
- 2.

Signature of subscriber

* This column shall be filled in so as to cover the whole amount that may stand to the credit of the subscriber in the fund at any time.

** Where a subscriber who has no family make a nomination he shall specify in this column that the nomination shall become invalid in the event of his subsequently acquiring a family.

Note :- " Death " need not be specified as a contingency on the happening of which the nomination shall become invalid.

Appendix I
(See Rule 24)
PAYMENT OF AMOUNTS TO NOMINEES

1. Any sum payable under rule 24 to a member of a subscriber vests in such member under subsection (2) of section 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 amount vest in such nominee under subsection (2) of section 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-section (1) of section 4 of the Provident Funds Act, 1925, are applicable to the whole amount or the part thereof to which the nomination does not relate.

APPENDIX II
[See note 2 (ii) under Rule 24]

**FORM OF BOND OF INDEMNITY FOR DRAWAL OF PROVIDENT
FUND MONEY 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 Shri
.....(Her
e enter name and address) (herein after called the 'bounden').

(a) and Shri..... and Shri.....

(b) (Here enter names and address) (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 Municipal Administration (hereinafter referred to as Director) on demand the sum of Rs..... (Rs.in words.....)

Signed and dated this the..... day of..... (year in words).

WHEREAS (c)..... was at the time of his death a subscriber to the Municipal Pensionable Employees Central Provident Fund AND WHEREAS the said (c)..... died on the day of..... and a sum of Rupees (Rs.....) is payable by the Director on account of his Provident Fund Accumulation AND WHEREAS the above bounden (a)..... (hereinafter called the claimant(s) the said sum on behalf of the minor/child/children of the said (c).....but has/ have not obtained 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 the Director desires to pay the said sum of the claimant(s) but under Rules and authoritative orders it is necessary that the claimant(s) should first execute a bond with two sureties to indemnify the Director against all claims to the amount so due as aforesaid to the said(c) (deceased) before the said sum can be paid to the claimant(s).

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 the Director with respect of the aforesaid sum of Rs..... refund to the Director the sum of rupees(Rs.....) and shall always indemnify and save the Director 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 virtues.

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

Provided further that the bounden and sureties do hereby agree that all sums found due to the Director 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 arrears of property tax under the provisions of Kerala Municipal Act or Municipal

Corporation Act for the time being in force or in such other manner as the Director may deem fit.

Signed by the bounden Shri.....

in the presence of witnesses:-

1.

2.

Signed by the sureties Shri.....and Shri.....

In the presence of witnesses:-

1.

2.

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

(b) Full name (s) of the sureties

(C) Name of deceased.

* Here insert "to be entitled to" or "as guardian", as the case may be.

(d) the of the officer responsible for payment.

APPENDIX III

[See note 3 Under rule 24]

**FORM OF INDEMNITY THAT SHOULD BE TAKEN FOR AUTHORISING
PAYMENT OF THE MUNICIPAL PENSIONABLE EMPLOYEES'
CENTRAL 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) (herein after called 'bounden' (a) and Shri..... and Shri.....(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 Municipal Admn. (hereinafter referred as Director) on demand the sum of Rs..... (Rupees in words).

Signed and dated this the day of(year in words).

WHEREAS (c) was at the time of his/her death a subscriber to the Municipal Pensionable Employee's Central Provident Fund AND WHEREAS the said (c)..... died on the day of whereas a sum of Rupees.....Rs.....)is payable to (d)..... the nominee of the said (c)..... by the Director on account to the Municipal Pensionable Employees Central 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;

AND WHEREAS the above bounden (herein after called the claimant (s) claim (s) the said sum but has/have not obtained probate or letters of administration or other legal authority;

AND WHEREAS the Director desires to pay the said sum the claimant (s) but considers it necessary that the claimant (s) should first execute a bond with two sureties to indemnify the Director 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 even of a claim being made by any person other than the claimant(s) against the Director with respect to the aforesaid sum of Rupees..... (Rs.....) refund to the Director the sum of Rupees..... and shall otherwise indemnify and save the Director harmless from all liabilities in respect of the aforesaid sum and all cost 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 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 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 arrears of property tax under the provisions of the Kerala Municipalities Act or Municipal Corporations Act for the time being in force or in such other manner as the Director may deem fit.

Signed by the bounden Shri.....

In the presence of witnesses:

- 1.
- 2.

Signed by the sureties Shri..... and Shri.....

in the presence of witnesses:

- 1.
- 2.

-
- (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.