

M.P. WAREHOUSING CORPORATION EMPLOYEES PROVIDENT FUND REGULATIONS 1963

(21 1973 aqr 1973 qqqr 15 t, fâz Orr PROVIDENT FUND REGULATIONS Madhya Pradesh Warehousing Corporation EMPLOYEES PROVIDENT FUND REGULATIONS, 1963. In exercise of the powers conferred by Section 54 of the Agricultural Produce (Development and Warehousing) Corporations Act, 1956 (No. 28 of 1956), the Madhya Pradesh Warehousing Corporation, with the previous sanction of the State Government hereby makes the following regulations for the Employees' Provident Fund, namely; 2. REGULATIONS SHORT TITLE AND COMMENCEMENT: (1) These Regulations may be called 'The Madhya Pradesh Warehousing Corporation Employees' Provident Fund Regulations, 1963. (2) These Regulations shall come into force from 1st April 1963. Constitution: A fund shall be created called as 'The Madhya Pradesh Warehousing Corporation Employees' Provident Fund

3. Definitions: In these Regulations, unless the context otherwise requires: fqqim 26 1993 ziqTöQ5

(a) (b) (c) (d) (e) 'ACT' means the Agricultural Produce (Development and Warehousing) Corporations Act, 1956 (No.28 of 1956) •ACCOUNTS OFFICER' means the Accounts Officer of the Corporation. 'COMMITTEE' means the Committee appointed for administration of the Fund. 'CONTINUOUS SERVICE' means uninterrupted service and includes periods of leave on average or half average pay and of service preceding and following the period of extraordinary leave. but not the period of extraordinary leave. 'CORPORATION' means the Madhya Pradesh Warehousing Corporation established under section 28 of the Act. 'EMPLOYEE' means a person in the whole time service of the Corporation but does not include a person employed on daily wages. 'FAMILY' means (i) In the case of male subscriber. the wife. children whether (g) married or unmarried, and dependent parents of the subscriber, and the widow and children of a deceased son of the subscriber provided that if a subscriber proves that his wife has ceased under the personal law governing him or the customary law of the community to which the spouses belong to be entitled to maintenance, she shall no longer be deemed to be a part of the subscriber's family for the purpose of this scheme, unless the subscriber subsequently intimates by express notice in writing to the committee that she shall continue to be so regarded; and 7. (1) (a) (b) (2) 4. 2 (ii) In the case of a female subscriber the husband and children of the subscriber, the dependent parents of the subscriber or of the husband, and the widow and children of a deceased son of the subscriber: Provided that if a subscriber by notice in writing to the committee expresses her desire to exclude her husband from the family, the husband and his dependent parents shall no longer be deemed to be a part of the subscriber's family for the purpose of this scheme, unless the subscriber subsequently cancels in writing any such notice. Explanation: In either of the above two cases, if the child or a subscriber has been adopted by another person and if, under the personal law of adopter, adoption is legally recognised, such a child shall be considered as excluded from the family of the subscriber. 'FUND' means the Madhya Pradesh Warehousing Corporation Employees Provident Fund. 'MANAGING DIRECTOR' means the Managing Director of the Corporation. Regulation 3 (j) substituted as under: "Pay" includes substantive pay, personal pay and acting allowance, dearness allowance (including dearness pay) but does not include local allowance, house rent allowance transfer allowance, travelling allowance, halting allowance or any other allowance and in the case of re-employed person his pension. [Authority: Executive Committee Meeting Resolution No. 8 dt. 18.9.81. Ratification of Executive Committee's Resolution by Board of Directors in meeting held on 15.10.81] 'SECRETARY' means Secretary of the Corporation. 'YEAR' means the financial year of the Corporation. Administration of Fund. Accounts and Audit: The fund shall be held by the Corporation and shall be administered by a Committee comprising of the Managing Director, the Secretary and the Accounts Officer together with two representatives of the employees to be nominated by the Managing Director. 3 5. Meetings of the Committee: At every meeting of the Committee, the Managing Director or in his absence the Secretary or in the absence of both the Accounts Officer shall preside. The presence of at least three members shall be necessary to form a quorum for the transaction of business. Each member shall have one vote and in case of equality of votes. the Presiding Officer shall have a casting vote

6. Statement of Accounts: The accounts of the Fund shall be made up yearly as on the 31st March, and an audited statement of the accounts shall be submitted to a meeting of the committee to be held

not later than the 31 st August in every year or within two months of the annual audit of the accounts; Whichever is later and a copy of such statement shall be available to the subscriber as soon as may be after such meeting. Subscriber to Fund: Every employee of the Corporation shall subscribe to the fund— in case of an employee who has completed period of his probation and one year's continuous service at the time of commencement of these regulations in any other case from the beginning of the month following that in which he completes one year's continuous service or from the beginning of the month following that in which he completes his period of probation whichever is later; provided that nothing in this sub-regulation shall apply to an employee employed on contract unless the terms of his contract otherwise provide. Any employee excluded by sub-regulation (1) and any other person in receipt of (2). All moneys belonging to the Fund shall be deposited in the State Bank Of India or in any other scheduled Bank Madhya Pradesh State Cooperative Bank or invested in the securities of the Central or State Government, as may be decided by the Committee in the name of the Madhya Pradesh Warehousing Corporation Employees' 'Provident Fund' to be operated upon by not less than two members as may be nominated by the Committee. (3) The Accounts of the Fund shall be audited by the same authority which audits the accounts of the Corporation. other than casual remuneration from the Corporation may subscribe to the Fund if so permitted by the Committee. Rate of Subscription 8. (I) The subscriber shall subscribe monthly to the fund at such rate of his pay not being less than as may be fixed by him from time to time. The application for fixing rate of subscription shall be made in form Annexed to these regulations. Such subscription shall be deducted by the Corporation from the pay payable to the subscriber every month in amounts calculated to the nearest 50 p. The Corporation's contribution will remain fixed as provided by Regulation 10. [Authority Board of Directors' Meeting-Resolution No. 11, dated 29-11-89.] (2) Within the above limits, the subscriber can change the rate of subscription with effect from 1st April of each year. (3) The rate once fixed shall remain unaltered throughout the year. 4 9. Subscription of Subscriber on Leave: The subscription of the subscriber absent on leave shall during the period of such absence be assessed on his leave pay but any such subscriber shall be at liberty to subscribe on the full amount of his pay provided notice in writing of his desire to do so is given by him not less than 14 days in advance of the first payment of his leave salary to the Officer responsible for paying him. Corporation's Contribution: 10. Save as otherwise provided the Corporation shall contribute to the Fund every month 10% of the pay of each subscriber as employer's contribution to the fund. Provided that no such contribution shall be made by the Corporation in respect of a subscriber who has been permitted to subscribe under the regulation (2) of Regulation 7. [Authority Board of Directors' Meeting Resolution No. 11 dated 29.11.89] It. Interest: The Corporation shall on the 31st day of March every year or as soon thereafter as is possible, determine and notify with the approval of the Chairman of the Corporation the rate at which interest shall be allowed during the year on all deposits standing to the credit of every subscriber of the Fund; (ii) prepare an account of the total interest accrued and received on the investment of the fund during the year; and (iii) credit the amount of interest due to every subscriber based on the balance monthly products of each subscriber's account during the preceding year

12. Borrowing from the fund and Recoveries: (i) At the discretion of the Committee a temporary advance, not exceeding in any case the subscriber's own subscription and interest thereon may be granted to a subscriber on application, out of the amount standing to his credit in the Fund, subject to the following conditions: (a) No advance shall be granted unless the Committee is satisfied that the applicant's pecuniary circumstances justify it and undertaking is given that it will be expended on the following object or objects and not otherwise. to pay expenses incurred in connection with the prolonged illness of the subscriber or any person of his family or in special circumstances of any other person dependent upon him. to pay obligatory expenses in a scale appropriate to the subscriber's status in connection with marriage, funeral or any ceremony relating to any person referred to in clause (i); to meet any other expenses or liability which in the opinion of the Committee is extraordinary and beyond the ordinary means of the subscriber. (b) 5 An advance shall not, except for special reasons to be recorded in writing by the Committee, exceed 3 month's pay or half the amount of the subscriber's own subscriptions to the fund and interest thereon whichever is less, or be granted until at least 12 months after the final repayment of all previous advances together with interest thereon unless the amount already advanced does not exceed two third of the amount admissible under sub-clause (i). (2) (a)- An advance shall be recovered from the subscriber in such number of equal monthly instalment as the sanctioning authority

may direct. but such number shall not be less than 12, unless the subscriber so elects and more than 24. In special case where the amount of advance exceeds 3 months pay of the subscriber under sub-rule (i) (b) of Regulation 12 the sanctioning authority may fix such number of instalments to be more than twentyfour, but in no case more than thirtys.x A subscriber may at his option repay more than one instalment in a month. Each instalment shall be number of whole rupees the amount of the advance being raised or reduced, if necessary to admit Of the fixation of such instalments. [Authority: Govt. of M.P Cooperation Deptt. Notification No 51 3! 191 NV Dated 31-3-1971.] (b) Recoveries shall commence when the subscriber draw his pay for the full month for the first time after the advance is made. Recovery shall not be mad2, except with the subscriber's consent while he is on leave other than ordinary leave on full average oay, or in receipt of subsistence grant. (c) Recoveries made under this Regulation shall be credited as they are made to the subscriber's account in the fund. (i) After the principal of the advance has been fully reDaid. interest shall be recovered at a rate determined by the committee which shall not be less than the existing Bank rate. (ii) Whole of interest shall ordinarily be recovered in the month after complete repayment of the principal but if the period of repayment 01 advahce exceeds 20 months, inte- rest may if the subscriber so desires, be recovered in two equal instalments. If more than one advance has b*en Iranted to a subscriber, each advance shall be (d) treated separately for the purpose of recovery. 12-A-WITHDRAWAL FROM THE FUND: Subject to the conditions specified herein, withdrawals may be sanctioned bY the Committee from the amount standing to the credit of a subscriber to the fund for one or more of the following purposes. namely:- (a) (b) (c) (g) 6 Meeting the cost of higher education, including where necessary, the travelling expenses of the subscribe(in the following cases namely:- for education outside India, for academic, technical, professional or vocational courses beyond the High School Stage, for any medical, engineering or other technical or specialised course in India beyond The High School stage, provided that the course 01 study is for not less than three years. Meeting the expenditure in connection nith the betrothal/marriage of the subscriber or his sons, daughters and, if he has no daughter, any other female relation actually dependent on him. Meeting lthe expenses in connection with the illness. including where necessary, the travelling expenses, of the subscriber or the member of his family or any person actually dependent on him. Building or.acquiring a suitable house for his residence including the cost of the site or repaying outstanding amount on account of loan expressly taken for this purpose before the date of receipt of the application tor withdrawal but not earlier than twelve months of that date, or reconstructing or making additions to o house already owned or acquired by a subscriber. Renovating, additions, or alterations or up-keep of an ancestral house at a place other than the place Of duty or to a house buiit with assistance of loans from Gove- rnment at a place other than the place of duty. purchasing a house site or repaying any outstanding amount on account of loan expressly taken for this purpose before the date of receipt of application for withdrawal but not earlier than twelve months of that date. For constructing a house on a site purchased utilising, the sum withdrawal under clause (e) acquiring a farm land or business premises or both within six months before the date of the subscriber's retirement. (iii) (iv) 7 whicheve/is lesser to his credit. special cases the withdrawal may be permitted to the extent of 15 months pay of- 3/4 of the balance standing to the credit of the subscriber whichever is lesser. The withdrawal under sub-clause (c) of clause (1) shall be sanctioned after the completion of 20 years of service of a subscriber or within IO years before the date of his retirement on superannuation, whichever is earlier and the amount withdrawn shall not exceed one half of the amount outstanding to his credit or 6 months pay whichever is lesser. The withdrawal under sub-clauses (d), (e) and (f) of clause (1) shall be sanctioned at any time after the completionof 15 years of service -of the subscriber or within IO years before the date of his retirement on superannuation, whichever is earlier and the amount withdrawn shall not exceed one half of •the amount outstanding to his credit in the Fund or 6 months pav whichever is lesser: Provided that a subscriber. who has availed himself of an advance under the scheme 2. (i) The withdrawal under sub-clause (a) 'Of clause (1) 'be sanctioned at any time after the completion of 20 years service of a subscriber or within IO years, before the date of his retirement on superannuation, whichever is earlier, and the amount with- drawn at one time shall not exceed one half of the amount standing to his credit in the fund or 3 months pay which ever is lesser. The withdrawal shall be permiss:ble after the expiry of six months from the date of previous withdrawal. The withdrawal under sub-Clause (b) of clause (1) shall be sanctioned after the completion of 20 years Of service Of a subscriber or within IO years before the date Of his retiretnent on superannuation, whichever is earlier and the amount withdrawn shall not exceed one

half of the amount outstanding to his credit IO month pays of the Department of works and Housing of the Government of India, for the grant of an advance for house-building purpose or has availed any assistance in this regard from any other Government source shall not be eligible for the grant of final withdrawal under the said sub-clauses (d), (e) and (f) of clause (1) except for the express purpose of repayment of any loan taken under aforesaid scheme. Special Cases: (v) The committee may, however, sanction the withdrawal of any amount in excess of the limits specified in sub-clause (iv) herein, to three fourth of the balance at his credit in the Fund having due regard to (i) the object for which the withdrawal is being made, (ii) the status of the subscriber, and (iii) the amount standing 10 his credit in the Fund. (vi) The period of service of a subscriber shall include broken period of service, if any, and the service before his permanent absorption in the service of the Corporation. [12 A (1). and (i) to (vi) Authority: Approval of State Govt. Food and Civil Supplies Department. M.P. No. 500012867/29/1 182 dt. 28.7.82.] (vii) The Second or the subsequent withdrawal shall be permissible after the expiry of six months from the date of previous withdrawal, for various purposes enumerated under Rule 12-A(I) Sub-Rules (b), (d), (t) and (g). For one purpose only one withdrawal shall be permissible but marriage or sickness on different occasion or addition and alteration in the house as per approved plan of Municipal shall not be treated as one purpose. For the purpose of second or the subsequent withdrawal permissible under the sub-rule 12-A (2) (vii) the maximum limit shall be as per following formula, Formula- $\frac{3}{4}$ of the (Balance of subscriber's Provident Fund on the date of application plus total withdrawal sanctioned earlier) minus-Total withdrawals sanctioned earlier.' [(12-A 2(vii)- Authority. Decision of Board of Director's meeting Resolution No. 8 dated 26.5.86] 8 A subscriber who has been permitted to withdraw money from the Fund under clause (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 part thereof as has not been applied for the purpose for which it was withdrawn shall forthwith be repaid in one lump-sum together with interest thereon 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-sum or in such number of monthly instalments as may be determined by the sanctioning authority. [12 A (3) inserted: Authority: Approval of State Govt Food & Civil Supplies Department, M P. 500012867/29/1/82 dt. 28.7.82. 12 A withdrawal from Funds and Regulation 3 (j) definition of Pay notified in M.p. Gazette dated 8th May 1987]

13. Advance for Payment of Premia for Insurance Policy. etc. Advances may be made to a subscriber from the Fund lying in account of his subscriptions and interest thereon with the approval of the Committee for the following purposes. (a) Subscriptions to a family pension fund, if any maintained by the Corporation for its employees; (b) Payment towards premium of policy of insurance on the life of the subscriber or of his wife: Provided that the policy is assigned in favour of the Corporation and deposited within 6 months with the committee and the premia receipts granted by the Insurance Company are produced for inspection from time to time: provided further that the number of policies in respect of which the facility referred to above is allowed will not exceed at a time and the premia shall not be payable otherwise than annually: NOTE: The amount withdrawn shall be paid in whole rupees rounded to the nearest rupee (50 paise counting as the next higher rupee). Interest to Cease on Termination of Service or Death of Subscriber: 14. Interest on all sums standing in the books of the fund to the credit of a subscriber shall cease on the day on which he leaves the service of the Corporation or on the day of his death, whichever is earlier. 15. Payment of Amount Standing to Credit of Subscriber: The sum standing to the credit of a subscriber shall become payable on the termination of his service or on his death. 9 Provided that there may if the Executive Committee of the Corporation so directs, be deducted there from and paid to the Corporation- any amount due under a liability incurred by the subscriber to the Corporation upto 1 (a) total amount contributed by the Corporation to his account including the interest credited in respect thereof; or (b) where the subscriber has been dismissed from his employment on account of misconduct or gross negligence or voluntarily leaves his employment otherwise than on account of ill health or other unavoidable causes before the expiration of the terms of service or within five years of the commencement of his permanent service as the case may be, the whole or any part of the amount of employer's contribution together With interest credited in respect thereof. Explanation: The Account shall be closed on the day the event takes place. Provided further, the employees retrenched on account of closure of warehouse centres or those who died while in service shall be eligible to full share of Employer's

21. Expenses of Fund All expenses relating to the administration of the Fund including the pay and allowances of the staff appointed for the purpose of administering the Fund shall be borne by the Corporation and shall not be charged to the Fund.fiii) (iv); Provided further that widow or widows, and a 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 member and had not attained the age of legal majority at the time of the member's death. For the purpose of the sub-regulation of members posthumous child, if Explanation : born alive, shall be treated in the same way as a surviving child born before the member's death. 12 FORM A See Sub.Regulation (I) of Regulation 8 APPLICATION FOR FIXING RATE OF SUBSCRIPTION Date Ductor, Pradesh Corporation. hereby authorize you under Regulation 8 the Employees Provident Fund the less than FORM e (See Sub Regulation (3) MPWCPF 2 NOMINATION (when the subscriber has a family and wishes to nominate) The Committee of the Madhya Pradesh Warehousing Corporation Employees Provident Fund. Gentlemen. hereby nominate the person mentioned below. who is a member of my defined in Regulation 3 (g) of the Madhya Pradesh Warehousing Employees Provident Fund Regulations, 1963 to receive the amount that may stand to the Fund. in the event of my death before that has become payable to the Fund have not been paid. So my pay may be deducted every month my to Fund I am gratified. shifted to Bhopal) Name and address of nominee Dated this Relation with subscriber Age . day of Contingencies on the happening of which the nomination shall become invalid. Name .e wh:m the 'jp ' c' the nominee pass on of has the 1 2. Two witnesses to signature Name Address Name Address.

19 Signature me (14)



FORM C (See Sub-Regulation (3) Of Regulation 16) No MPWCPF 3 NOMINATION (When the subscriber has a family and wishes to nominate more than one member thereof) To The Committee Of the Madhya Pradesh Warehousing Corporation Employee's Provident Fund Gentlemen, hereby nominate the persons mentioned below, who are the members Of my family as defined in Regulation 3 (g) of the Madhya Pradesh Warehousing Corporation Employees Provident Fund Regulations. 1963 to receive the amount that may stand to my credit in the Fund, in the event Of my death before that become payable. or having be- come 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. address And Contingencies or, No.

To, 15 FORM D (See Sub-Regulation (3) of Regulation 16) M P W CPF 4 NOMINATION (when the subscriber has no family and wishes to nominate one person) The Committee of the Madhya Pradesh Warehousing Corporation Employee's Provident Fund. Gentlemen, I. having no family as defined . in

Regulation 3 (g) of the Madhya Pradesh Warehousing Corporation Employee's Provident Fund Regulations 1963, 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, payable has not been paid. Name & address of nominee Outed this *Amount or Relation Age share of accumulation to be paid to each . 19 the happening of which the nomination shall become invalid 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 nominee Dated Relation with subscriber Age • Contingencies on the happening of which the nomination shall become invalid. .day of or having become 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 ..19 Two witnesses to signature 1. Name Address Address....

Signature of subscriber Subscriber's signature verified by me Immediate Superior Authority Two witnesses Signature I. Name Address... .. Address. Signature of the subscriber Subscriber's signature verified by me Immediate Superior Authority * Where a subscriber who has no family makes a

nomination. he shall specify in Note: this column that the nomination shall become invalid in the event of his subsequently acquiring a family. Note • This column should 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. No. MPWCPF 16 FORM E 5 (See Sub-Regulation (3) Of Regulation 16) NOMINATION 4 17 FORM F (See Regulation 1 8) FORM OF AGREEMENT (When the subscriber has no family and wishes to nominate more one person) To, The Committee of the Madhya Pradesh Warehousing Corporation Employee's Provident Fund Gentlemen. I, having no family as defined in Regulation 3 (g) Of the Madhya Pradesh Warehousing Corporation Employee's Provident Fund Regulations 1963, 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 p-tson •in the manner shown below against their names: — To MPWCPF-6

The Committee of the Name & address of nominee Dated this. Relation- ship with subscriber *Contingencies *Amount of on the happening of which the share of accumulation to be Ghall be come paid to each 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 . day of... ..19 Two witnesses to signature at.. Signature of subscriber 1

2. Name.... Name.... Address.-..... . Subscriber's signature verified by me Immediate Superior Authority Note: Madhya Pradesh S" Warehousing Corporation. Employees' Provident Fund. Gentlemen, I hereby declare that I have read and understood the regulation of the Madhya Pradesh Warehousing Corporation Employees' Provident Fund and I hereby undertake to subscribe to the said fund and I hereby agree to be bound by the said regulations. Name (in Date of Birth Nature of appointment..... Salary per month. I am Yours faithfully, (SIGNATURE) Witness- INDEX No. Signature.— Designation..... Address... This column should 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 makes a nomination, he shall specify in this column that the nomination shall become invalid in the event of his subsequently acquiring a family.