



सत्यमेव जयते

**GOVERNMENT OF MEGHALAYA  
LAW DEPARTMENT**

**MEGHALAYA CIVIL SERVICES  
GENERAL PROVIDENT FUND  
RULES**

**FIRST EDITION, 1985**

## **PREFACE**

The State of Meghalaya was set up on the 21st day of January, 1972 under the provision of the North Eastern Areas (Re-organisation) Act, 1971 (Central Act 81 of 1971). In view of the provision contained in Section 79 of the Act, all the laws which were in force in the areas comprised in Meghalaya on the date the State of Meghalaya was created continued to be in force therein. In view of clause (g) of Section 2 of the aforesaid Act, the General Provident Fund Rules made under clause (b) of sub-section 241 of the Government of India Act, 1935 also continues to be in force in respect of Meghalaya. The General Provident Fund Act was adapted by the Government of Meghalaya in exercise of powers conferred by Section 79 of the aforesaid Act *vide* Meghalaya Adaptation Order (No.3) 1973 and consequently the rules framed under the said Act became applicable to Meghalaya.

It has been considered necessary to revise the General Provident Fund Rules as adapted and amended by Meghalaya and to replace the said rules by framing new set of Rules. Accordingly the present rules namely the General Provident Fund Rules have been framed.

Any omission or error in the rules may be brought in the notice of Finance Department of the Government of Meghalaya.

Shillong

The 12<sup>th</sup> October, 1984

**DILIP SINGH,**

Special Secretary to the Government of Meghalaya,  
Finance Department.

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**GOVERNMENT OF MEGHALAYA**

FINANCE (REVISION OF RULES CELL) DEPARTMENT

Shillong, the 24<sup>th</sup> May 1985\*

**No Finance (RR)1/83**, - In exercise of the powers conferred by the proviso to Article 309 and Clause (5) of Article 148 of the Constitution and of all other powers enabling him in this behalf, the Governor of Meghalaya, hereby makes the following rules, namely:-

THE MEGHALAYA CIVIL SERVICES  
(GENERAL PROVIDENT FUND) RULES, 1985.

**1. Short title and commencement** – (a) These rules may be called the Meghalaya Civil Services (General Provident Fund) Rules, 1985.

(b) They shall be deemed to have come into force with effect from the date of publication in the official gazette.

**2. Definitions** – (1) In these rules unless the context otherwise requires –

- (a) “Accounts Officer” means the officer to whom the duty to maintain the provident fund account of the subscriber has been assigned by Government or the Comptroller and Auditor-General of India, as the case may be.
- (b) “Emoluments” means pay, leave salary or subsistence grant as defined in the Fundamental Rules and includes leave salary or subsistence grant, if admissible, and any remuneration of the nature of pay received in respect of Foreign Service.
- (c) “Family” means –
  - (i) In the case of a male subscriber, the wife or wives and children of a subscriber, and the widow or widows and children of a deceased 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 henceforth be deemed to be no longer a member of the subscriber's family in matters to which these rules relate unless the subscriber subsequently intimates, in writing to the Accounts Officer that she shall continue to be so regarded;

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

Provided that if a subscriber by notice in writing to the Accounts Officer expresses her desire to exclude her husband from her family, the husband shall henceforth be deemed to be no longer a member of the subscriber's family in matters to which these rules relate, unless the subscriber subsequently cancels such notice in writing.

*Note-* Child means legitimate child and includes an adopted child, where adoption is recognised by the personal law governing the subscriber.

- (d) "Fund" means the General Provident Fund.  
 (e) "Leave" means any variety of leave recognised by the Fundamental Rules.  
 (f) "Year" means a financial year.

(2) Any other expression used in these rules which is defined either in the Provident Funds Act, 1925 (19 of 1925), or in the Fundamental Rules is used in the sense therein defined.

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

#### **State Government's Decision:**

**An adopted child ceases to be included in the family of the natural Father** – In Note to Rule 2 (c) of the General Provident Fund Rules, 1985 the term child has been defined as including an adopted child with the object of bringing the latter under the term "dependents" as defined in Section 2 (c) of the Provident Fund Act of 1925. An adopted child is therefore, for the purpose of the Act and the rule made thereunder the child of the adoptor and ceases to be the child and dependent of the natural father. It has accordingly been decided that in a case which a person has given his child in adoption to another person and if, under the personal law of the adoptor, adoption is legally recognized as conferring the status of natural child, such a child should, for the purposes of the Provident Fund Rules, be considered as excluded from the family of the natural father.

#### CONSTITUTION OF THE FUND

**3. Constitution of the Fund.**- (1) The Fund shall be maintained in rupees.

(2) All sums paid into fund under these rules shall be credited in the books of Government to an account named "The General Provident Fund". Sums of which payment has not been taken within six months 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.

**4. Conditions of eligibility.-** All Government servants (other than those eligible for admission to the Contributory Provident Fund) shall be required to subscribe to the compulsory General Provident Fund:

Provided that no such Government servant as has been required or permitted to subscribe to a Contributory Provident Fund shall be eligible to join or continue as subscriber to the Fund, while he retains his right to subscribe to such a fund.

## **NOMINATIONS**

**5. Nominations.-** (1) A subscriber shall at the time of joining the fund, send to the Accounts Officer through the Head of Office a nomination conferring on one or more persons the right to receive the amount that may stand to his credit in the fund in the event of his death, before the amount has become payable or having become payable has not been paid:

Provided that where a subscriber is a minor, he shall be required to make the nomination only on his attaining the age of maturity:

Provided further that a subscriber who has a family at the time of making the nomination shall make such nomination only in favour of a member or members of his family:

Provided further that the nomination made by the subscriber in respect of any other provident fund to which he was subscribing before joining the fund shall, if the amount to his credit in such other fund has been transferred to his credit in the fund, be deemed to be nomination duly made under this rule until he makes nomination in accordance with the rule.

(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 set forth in the First Schedule as is appropriated in the circumstances.

(4) A subscriber may at any time cancel a nomination by sending a notice in writing to the Accounts Officer. The subscriber shall, along with such notice or separately, send a fresh nomination made in accordance with the provisions of this rule.

(5) A subscriber may provide in a nomination –

- (a) In respect of any specified nominee, that in the event of his predeceasing the subscriber, the right conferred upon that nominee shall pass to such other person or persons as may be specified in the nominations, provided that such other person or persons shall, if the subscriber has other members of his family, be such other member or members. Where the subscriber confers such

a right on more than one person under this clause, he shall specify the amount or share payable to each of such persons in such a manner as to cover the whole of the amount payable to the nominee.

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

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

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

(6) Immediately on the death of a nominee in respect of whom no special provision has been made in the nomination under clause (a) of sub-rule (5) or on the occurrence of any event by reason of which the nomination becomes invalid in pursuance of clause (b) of sub-rule (5) of the proviso thereto, the subscriber shall send to the Accounts Officer a notice in writing cancelling the nomination together with a fresh nomination made in accordance with the provision of this rule.

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

NOTE – In this rule, unless the context otherwise requires “person” or “persons” shall include a company or association or body of individuals, whether incorporated or not.

#### **State Government’s Decisions:**

Decision No. (1). – **Right of a nominee can pass to a non-family member** – If a subscriber has no family, or has no other person, excepting the nominee, constituting his family as defined in the rules, the person to whom the right of nominee should pass named in the last column can of course, be someone other than a member of his family.

Decision No. (2). - **Nomination made while in service can be changed even after retirement so long as the amount remains, unpaid.**- The position is that so long as the amount at the credit is not actually paid , it retains the character of Provident Fund and hence there should be no objection to the subscriber changing the nomination in this regard even after retirement/discharge etc., provided the changes or revised nominations are made and notified in accordance with the proviso of the relevant Provident Fund Rules.

Decision No. 3. – **Fresh nomination not compulsory along with cancellation of existing nomination.** - A question arose whether a nomination duly made and which was valid in accordance with the rules of a Provident Fund could be cancelled by the subscriber by merely given a notice of its cancellation in writing to the Accounts Officer of the Fund without simultaneously replacing it by another valid nominations or whether the old nominations subsisted by virtue of proviso to Rule 5 of the General Provident Fund Rules for so long as it was not replaced by another valid nominations.

It has been held that as the proviso to rule 8 (4) is directory and not mandatory, failure to send a fresh nomination along with the notice does not make the notice ineffectual. Section 5 (1) (a) of the Provident Fund Act, 1925, provides that any nomination, duly made in accordance with the rules of the Fund, can at any time be expressly cancelled by notice given in the manner and to the authority prescribed by these rules. Sub-rule (4) of Rule 5 prescribes the manner in which and the authority to whom the notice of cancellation is to be given. The additional provision that a fresh nomination should be sent along with a notice does not effect the validity or otherwise of the notice. The proviso thus does not constitute a condition for the validity of the notice. It follows, therefore, that once a notice is given complying with the above requirements, it operates as a valid and effective notice provided it is given in clear and un-ambiguous terms.

In view of the above, it has been decided that it would not be in order to make the payment of the deposits in the General Provident Funds on the basis of the nomination which is expressly cancelled by the subscriber by a notice given in clear and unambiguous terms but which is not replaced by another valid nomination. After receiving such a notice of cancellation of a nomination the nomination should be cancelled forthwith and return to the subscriber. If the subscriber fails to furnish, along with the notice of cancellation or separately in due course a fresh nomination which is in accordance with the rules and the Provident Fund Deposit becomes payable as a result of the death of the subscriber, the payment should be accordance with the rules of the Fund as if no valid nomination subsists.

Decision No (4) – **Nomination of a subscriber held valid even if he dies before it reaches the Accounts Officer.** – According to the General Provident Fund Rules, a subscriber is required to send his nomination to the Accounts Officer and the nomination, if valid, is to take effect from the date it is received by the Accounts Officer. A doubt was expressed by the Accountant General whether the nomination could be held effective having regard to the fact that on the date of death of the subscriber the nomination had not been received by the Accounts Officer.

It has been held that the nomination of Provident Fund submitted to the Head of Office, well before the death of the subscriber should be treated as valid nomination, notwithstanding the fact that it did not reach the Accounts Officer before the subscriber's death.

#### SUBSCRIBER'S ACCOUNT

**6. Subscriber's Account.**- An account shall be opened in the name of each subscriber in which shall be shown –

- (i) his subscriptions;
- (ii) interest, as provided by Rule 11, on subscription;
- (iii) bonus, as provided by Rule 12, on subscriptions; and
- (iv) advances and withdrawals from the Fund.

**State Government's Decision:**

Decision No. (1) – **Provident Fund Account Numbers to be entered in Service Books** – It has been brought to the notice of Government that in many case Provident Fund Account numbers were not shown in the Last Pay Certificates of Government servants transferred from one office to another, resulting in a number of Provident Fund credits remaining unadjusted in the subscribers' accounts for long periods and accumulation of unposted items in the Accounts Offices. As soon as a Government servant is admitted to Provident Fund, the Provident Fund, the Provident Fund Account number allotted to him should invariably be entered on the right hand top of page 1 of his Service Book by means of rubber stamp.

Decision No. (2) The Service Books of transferred Government servants should be made available by the old offices to the new offices, with the Provident Fund Account numbers duly entered therein, immediately or as soon as possible after their transfer but not later than one month after such transfer.

CONDITIONS AND RATES OF SUBSCRIPTIONS

**7. Conditions of subscription.**- (1) A subscriber shall subscribe monthly to the Fund except during the period when he is under 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 re-installment after a period passed under suspension shall be allowed the option of paying in one lumpsum or instalments, any sum not exceeding the maximum amount of arrear subscriptions payable for that period.

**Note 1.** – The holder of a seasonal post in an establishment need not subscribe to the Fund, during the period of his unemployment.

**Note 2.** – A subscriber need not subscribe during a period treated as non-duty.

(2) The subscriber shall intimate his election not to subscribe during the leave referred to in the first proviso to sub-rule (1) in the following manner:-

- (a) if he is an officer who draws his own bills, by making no deduction on account of subscription in his first pay bill drawn after proceeding on leave:
- (b) if he is not an officer who draws his own pay bills, by written communication to the Head of his Office before he proceeds on leave.

Failure to make due and timely intimation shall be deemed to constitute an election to subscribe.

The option of a subscriber intimated under this sub-rule shall be final.

(3) A subscriber who has under rule 32 withdrawn the amount standing to his credit in the Fund shall not subscribe to the Fund after such withdrawal unless he returns to duty.

(4) Notwithstanding anything contained in sub-rule (1) a subscriber shall not subscribe to the Fund for the month in which he quits service unless, before the commencement of the said month, he communicates to the Head of Office in writing his option to subscribe for the said month.

**State Government's Decision:**

**Whole part of the bonus amount may be deposit in the Provident Fund Accounts.**- The Governor of Meghalaya is pleased to decide that, in relaxation of Rule 7 (1), Rule 8 (1) (b) and Rule 8 (4) of the General Provident Fund Rules, 1985 and the corresponding Rules of the Contributory Provident Fund Rules, such of the subscribers to the General Provident Fund Rules and Contributory Provident Fund who are entitled to the Productivity Linked Bonus may, if they so desire, deposit the whole or a part of the amount admissible under the scheme in their respective Provident Fund accounts.

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

- (a) It shall to expressed in whole rupees.
- (b) It may be any sum, so expressed not less than 6 ½ percent of his emoluments and not more than his total emoluments:

Provided that in the case of a subscriber who has previously been subscribing to a Government Contributory Provident Fund at the higher rate of 15 ⅝ per cent, it may be any sum, so expressed, not less than 6 ¼ percent, of his emoluments and not more than his total emoluments.

- (c) When a Government servant elects to subscribe at the rate of 6 ¼ per cent, the fraction of a rupee will be rounded to the nearest whole rupee, 50.p., counting as the next higher rupee.

(2) For the purpose of sub-rule (1) the emoluments of subscriber shall be-

- (a) In the case of subscriber who was in Government service on the 31<sup>st</sup> March of the preceeding year, the emoluments to which he was entitled on that date:

Provided that –

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

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

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

- (a) If he was on duty on the 31<sup>st</sup> March of the preceeding 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 31<sup>st</sup> March of the preceeding 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 he has entered government service for the first time during the year by the deduction which he makes in this behalf, from his pay bill for the months during which he joins the fund;
- (d) If he was on leave on the 31<sup>st</sup> March of the preceeding year, and continues to be on leave and has elected 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 the 31<sup>st</sup> March of the preceeding 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 may be –
- (a) Reduced once at any time during the course of the year;
- (b) Enhanced twice during the course of the year; or
- (c) Reduced and enhanced as aforesaid:

Provided that when the amount of subscription is so reduced it shall not be less than the minimum prescribed in sub-rule (1);

Provided further that if a subscriber is on leave without pay or leave on half pay for a part of a calendar month and he has elected not to subscribed during such leave, the amount of subscription payable shall be proportionate to the number of days spent on duty including leave, if any, other than those referred to above.

**State Government's Decision:**

Rate of subscription once fixed not to be varied during the year on account of retrospective increase or decrease in rate of pay ordered subsequently.

**9. Transfer to Foreign Service or deputation out of India** – When a subscriber is transferred to Foreign Service or sent on deputation out of India, he shall remain subject to the rules of the Fund in the same manner as if he were not so transferred or sent on deputation.

## **REALISATION OF SUBSCRIPTIONS**

10. **Realisation of subscription.**- (1) When emoluments are drawn from a government treasury in India or from an authorised office of disbursement outside India, recovery of subscriptions on account of these emoluments and of the principal and interest of advances shall be made from the emoluments themselves.

(2) When emoluments are drawn from any other source the subscriber shall forward his dues monthly to the Accounts Officer.

Provided that in the case of a subscriber on deputation to a body corporate owned or controlled by Government, the subscriptions shall be recovered and forwarded to the Accounts Officer by such body.

(3) If a subscriber fails to subscribe with effect from the date on which he is required to join the Fund or is in default in any month or months during the course of a year otherwise than as provided in Rule 7, the total amount due to the Fund on account of arrears of subscription shall, with interest thereon at the rate provided in Rule 11, forthwith be paid by the subscriber to the Fund or in default be ordered by the Accounts Officer to be recovered by the deduction from the emoluments of the subscriber by instalments or otherwise, as may be directed by the authority competent to sanction an advance for the grant of which special reasons are required under sub-rule (2) of Rule 13.

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

### **State Government's Decisions**

#### **Decision No. (1) – Procedure for recovery of interest on arrears of subscription**

– The object of the recovering the arrears of subscriptions and interest thereon is to restore the provident fund account to the position which it would have attained had the subscription been credited to the account from month to month as they fell due for payment. While the recovery of interest on such arrears pay in lumpsum represents no difficulty, where recovery is effected in easy installment, calculation of the amounts of additional interest on the diminishing amount of arrears gives rise to practical difficulties owing *inter alia* to the change in the rate of interest from year to year. In order to remove these difficulties it has now been decided that the additional amount of interest on the diminishing amounts of arrears payable in monthly installments should be calculated by determining the amount of interest which the subscriber concerned would have earned, had he paid the arrears in lump sum (during the period of the recovery of arrears in instalments) and diminishing from it, the amount of the interest earned on the amount of arrears of instalments, paid from month to month till the full recovery of arrears.

**Decision No. (2).** The decides in paragraph 1 above will apply in all cases of recovery in installments of arrears of subscriptions to a Provident Fund. Past cases in which arrears of subscriptions have already been recovered without interest on diminishing amount of arrears need not to be reopened; but it will apply in cases in which arrears of subscription are still to be recovered or are under recovery or are under recovery on the date of issue of this orders.

**Decision No. (3)** Interest may also be allowed on the arrears of subscriptions as and when they are recovered and it is not necessary that the arrear of subscription and interest thereon should be recovered completely before any interest is allowed thereon.

## **INTEREST**

**11. Interest** (1) Subject to the provisions of sub-rule (5), Government shall pay to the credit of the account of a subscriber interest at such rate as may be determined for each year according to the method of calculation prescribed from time to time by the Government of Meghalaya.

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

- (i) on the amount to 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 up to the last day of the month preceding the month of withdrawal;
- (iii) on all the sums credited to the subscriber's account after the last pay of preceding year interest from the date of deposit up to the end of current year.
- (iv) the total amount of interest shall be rounded to the nearest whole rupee (fifty paise counting as the next higher rupee):

Provided that when the amount standing to the credit of subscriber has become payable, interest shall thereupon be credited under this rule in respect only of the period from the beginning of the current year or from the date of deposit, as the case may be up to the date on which the amount standing to the credit of the subscriber become payable.

(3) In this rule, the date of deposit shall in the case of a recovery from emoluments be deemed to be the first day of the month in which it is recovered, and in the case of an amount forwarded by the subscriber, shall be deemed to be the first day of the month of receipt, if it is received by the Accounts Officer before the fifth day of that month but if it is received on or after the fifth day of that month. The first day of the next succeeding month:

Provided that where there has been delay in the drawal of pay or leave salary and allowances of a subscriber and consequently the recovery of his subscription towards the Fund, the interest on such subscriptions shall be payable from the month in which the pay or leave salary of the subscriber was due under rules, irrespective of the month in which it was actually drawn:

Provided further that in the case of an amount forwarded in accordance with the proviso to sub-rule (2) of Rule 10, the date of deposit shall be deemed to be the first day of the month if it is received by the accounts Officer before the fifteenth day of that month:

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

(4) In addition to any amount to be paid under Rules 31, 32 or 33 interest thereon up to the end of the month preceding that in which the payment is made or up to the end of the sixth month after the month in which such amount, become payable whichever of these periods be less shall be payable to the person to whom such amount is to be paid:

Provided that where the Accounts Officer has intimated to that person (or his agent) a date on which he is prepared to make payment in cash, or has posted a cheque in payment to that person, interest shall be payable only up to the end of the month preceding the date so intimated, or the date of posting the cheque as the case may be:

Provided further that where a subscriber on deputation to a body corporate, owned or controlled by the Government or an autonomous organisation registered under the Societies Registration Act, 1860 (21 of 1860) is subsequently absorbed in such body corporate or organisation with effect from a retrospective date, for the purpose of calculating the interest due on the Fund accumulations of the subscriber the date of issue of the orders regarding absorption shall be deemed to be the date on which the amount to the credit of the subscriber become payable subject, however, to the condition that the amount recovered as subscription during the period commencing from the date of absorption and ending with the date of issue of orders of absorption to the Fund only for the purpose of awarding interest under the sub-rule.

Note – Payment of interest on the Fund balance beyond a period of 16 months may be authorised by-

(a) the Head of Accounts Office (which expression includes the pay and Accounts Officer, where there is one) up to a period of one year; and

(b) the immediate superior to the Head of Accounts Office (which expression includes a Controller of Accounts, where there is one or the Financial Adviser to the concerned administrative Department) up to any period. After he has personally satisfied himself that the delay in payment was occasioned by circumstances beyond the control of the subscriber or the person to whom such payment was to be made, and in every such case the administrative delay involved in the matter shall be fully investigated and action, if any required, taken.

(5) Interest shall not be credited to the account of a subscriber if he informs the Accounts Officer that he does not wish to receive it; but if he subsequently asks for interest, it shall be credited with effect from the first day of the year in which he asks for it.

(6) The interest on amounts which under sub-rule (3) of Rule 10, Rule 31 or Rule 32 are replaced to the credit of the subscriber in the Fund, shall be calculated at such rates as may be successive prescribed under sub-rule (1) of this rule and so far as may be in the manner describe in this rule.

(7) In case a subscriber is found to have drawn from the Funds an amount in excess of the amount standing to his credit on the date of drawal, the overdrawn amount shall be repaid by him with interest thereon at the rate determined under sub-rule (1), irrespective of whether the overdrawal occurred in the course of an advance or a withdrawal or the final payment from the fund. The interest realized on the overdrawn amount shall be credited to Government account under a distinct sub-head "Interest on overdrawals from Provident Fund" to be opened under the head "049 Interest Receipts-C-other interest receipt of State Government-Other receipts.

### **State Government's Decision**

**Decision No 1. – Allocation of Interest charges when a subscriber is transferred from one Government to another** – The Government of Meghalaya have decided that where permanent transfers of officers are made from one Government to another the transferring Government should bear interest charges on the officer's Provident Fund balances to the end of the month preceding that in which such balances are transferred. This decision will have effect in which such balances are transferred. This decision will effect in the case of further transfer but any adjustments already made in accordance with this principle or otherwise in the past, need not be disturbed. In cases of temporary transfers and of transfers of officers of joint cadres, the balance may continue to be kept by the parent Government or the Government to which the officer permanently belongs.

The interest should be credited by the transferring Government to the transferred Government along with the balance at the credit of the subscriber concerned and should be shown as a separate entry. This interim interest should be kept under "suspense" in the books of the receiving Accounts Office, pending its addition to the Fund Account balance of the subscriber at the end of the year.

**Decision No. 2 – Month to which interest is payable. Clarification of sub-rule (4).** In cases where the Accounts Officer concerned intimates direct to the subscriber concerned or his agent the exact date on which he is prepared to make payment, interest will be allowed up to the month preceding that date. In other cases, where the Accounts Officer concerned cannot himself issue the payment order on a treasury where the subscriber or his agent desired to receive payment but has to get the authority issued by another Accounts Officer, interest should be paid up to the month preceding the month in which payment is actually made provided the delay is not due to any reasons for which the subscriber could be held responsible.

**12. Incentive Bonus Scheme** – (i) Any subscriber to the General Provident Fund who has not withdrawn any amount from his Provident Fund who has not withdrawn any amount from this Provident Fund Account during the preceding three years commencing from 1<sup>st</sup> April, 1979, will be entitled to a bonus at the rate of 1 per cent on the entire balance at his credit on the last day of the year *viz.*, 31<sup>st</sup> March, 1983.

(ii) The balance on which this bonus is to be calculated is the balance on the last day of the last year of the three years period after crediting interest for the said last year.

(iii) The term “Withdrawal” means both refundable and Non refundable withdrawals, withdrawals for financing Insurance Policies will not make subscribers in eligible for this benefit.

(iv) The bonus so calculated will be rounded to the nearest whole rupee (Fifty paise counting as the next higher rupee). This will be credited to the account of the subscriber in addition to the interest on the Provident Fund balances.

(v) In the case of Contributory Provident Fund, the balance representing only subscriber’s portion will be taken into account.

(vi) The bonus will be admissible when subscriber has been subscribing to the fund during the preceding 3 years except where the rules permit temporary suspension of subscription for a short period e.g., while on leave or under suspension.

(vii) The year for the purpose of calculating bonus will mean Financial year. But if , a subscriber joins the Fund or quits service in the middle of a year, the year of joining the fund and the year of quitting service will be deemed to be full year.

(viii) The amount of bonus will be debited to the head “249-Interest Payments-C-Interest on Small Savings, Provident Funds etc., 3-Incentive Bonus to Provident Fund, Subscriber”.

#### ADVANCES FROM THE FUND

**13. Advances from the Fund** – (1) The appropriate sanctioning authority may sanction the payment to any subscriber of any advance consisting of a sum of whole rupees and not exceeding in amount three months’ pay or half the amount standing to his credit in the Fund, whichever is less, for one or more of the following purposes:-

- (a) to pay expenses in connection with the illness, confinement or a disability, including where necessary, the travelling expenses of the subscriber and members of his family or any person actually dependent on him;
- (b) to meet cost of higher education, including where necessary, the travelling expenses of the subscriber and members of his family or any person actually dependent on him in the following cases, namely;
  - (i) for the education outside India for academic, technical, professional or vocational course beyond the High School stage; and
  - (ii) for any medical, engineering or other technical or specialized course in India beyond the High School stage, provided that the course of study is for not less than three years.
- (c) to pay obligatory expenses on a scale appropriate to the subscriber’s status which by customary usage the subscriber has to incur in connection with betrothal or marriages, funerals or other ceremonies;

- (d) to meet the cost of legal proceedings instituted by or against the subscriber, any member of his family or any person actually dependent upon him, the advance in this case being available in addition to any advance admissible for the same purpose from any other Government source.
- (e) to meet the cost of the subscriber's defence where he engaged a legal practitioner to defend himself in any enquiry in respect of any alleged official misconduct on his part.
- (f) to meet the cost of plot or construction of a house or flat for his residence or to make any payment towards the allotment of plot or flat by a State Housing Board or a House Building Co-operation Society.

(2) The Governor may, in special circumstances, sanction the payment to any subscriber of an advance if he is satisfied that the subscriber concerned requires the advance for reasons other than those mentioned in sub-rule (1).

(3) An advance shall not, except for special reasons to be recorded in writing, be granted to any subscriber in excess of the limit laid down in sub-rule (1) or until repayment of the last installment or any previous advance.

(4) When advance is sanctioned under sub-rule 3 before repayment of last installment of any previous advance is completed the balance of any previous advance not recovered shall be added to the advance so sanctioned and the installments for recovery shall be fixed with reference to the consolidated amount.

*Note 1.* - For the purpose of this Rule "Pay" as defined in Rule 2 (b)

*Note 2.* - The appropriate sanctioning authority for the purpose of this rule is specified in the Second Schedule.

*Note 3.* - A subscriber shall be permitted to take an advance once in every six months under item (b) of sub-rule (1) of Rule 13.

#### **State Government's Decision:**

**Decision No.** (1) - Grant of advance/withdrawal to those transferred to foreign service/deputation - The authority competent to sanction advances/withdrawals from Provident Fund in respect of:-

- (a) State Government employees on deputation to Central Government.
- (b) State Government employees on foreign service; and
- (c) Employees of State Governments, autonomous bodies and Public Sector Undertakings on deputation to the Central Government Department.

2. Under the existing rules/orders, all persons on deputation from or to State Government departments continue to be governed by the Provident Fund Rules of their respective parent departments during the period of deputation.

During the period of a State Government employees' deputation on a Central Government a subscriber to the General Provident Fund, can be granted advance/withdrawals from the Provident Fund by the concerned State Government, subject to the conditions prescribed in the General Provident Fund Rules, vide paragraph 3 of the second schedule to the said Rule.

3. During the period of a State Government employees' deputation on Foreign Service, the competent authority in his parent department only can sanction advances/withdrawals to him from his Provident Fund account.

**Decision No. (2)** – Advances permissible separately for betrothal ceremony and marriage. *See* Decision No. (2) below Rule 17.

**Decision No. (3) – Definition of pay in the case of subscriber under suspension** – In the case of a subscriber who applies for a temporary advance while he is under suspension and draws subsistence grant instead of pay, "pay" for the purposes of Rule 13 (1) shall be that which he drew immediately before he was placed under suspension.

**14. Recovery of advances** – (1) An advance shall be recovered from the subscriber in such number of equal monthly installments as the sanctioning authority may direct; but such number shall not be less than twelve unless the subscriber so elects and more than twenty four. In special cases where the amount of advance exceeds three months Pay of the subscriber under sub-rule (3) of Rule 13 the sanctioning authority may fix such number of installments to be more than twenty four but in no case more than thirty-six. A subscriber may, at his option, repay more than one installment in a month. Each installment shall be a number of whole rupee, the amount of the advance being raised or reduced, if necessary, to admit of the fixation of such installments.

(2) Recovery shall be made in the manner prescribed in Rule 10 for the realization of subscriptions, and shall commence with the issue of pay for the month following the one in which the advance was drawn. Recovery shall not be made, except with the subscriber's consent while he is in receipt of subsistence grant or is on leave for ten days or more in a calendar month which either does not carry any leave salary or carries leave salary equal to or less than half pay or half average pay, as the case may be. The recovery may be postponed, on the subscriber's written request, by the sanctioning authority during recovery of an advance of pay granted to the subscriber.

(3) If an advance has been granted to a subscriber and drawn by him and the advance is subsequently disallowed before repayment is completed, the whole or balance of the amount withdrawn shall forthwith be repaid by the subscriber to the Fund, or in default, be ordered by the Accounts Officer to be recovered by deduction from the emoluments of the subscriber in a lump sum or in monthly installments not exceeding twelve as may be directed by the authority competent to sanction and advance for the grant of which, special reasons are required under sub-rule (3) of Rule 13;

Provided that, before such advance is disallowed, the subscriber shall be given an opportunity to explain to the sanctioning authority in writing and within fifteen days of the receipt of the communication why the repayment shall not be enforced and if an explanation is submitted by the subscriber within the said period of fifteen days, it shall be referred to the Governor for decision and if no explanation within the said period is submitted by him, the repayment of the advance shall be enforced in the manner prescribed in this sub-rule.

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

### **State Government's Decision**

**Decision No. 1- Vacation combined with leave to be treated as leave** – Vacation combined with leave should be treated as leave, for the purpose of repayment of an advance under Rule 14 (2) of General Provident Fund Rules.

**15. Wrongfull use of advance.-** Notwithstanding anything contained in these rules, if these rules, if the sanctioning authority has reason to doubt that money drawn as an advance from the Fund under Rule 13 has been utilised for a purpose other than that for which sanction was given to the drawal of the money , he shall communicate to the subscriber the reasons for his doubt and require him to explain in writing and within fifteen days of the receipt of such communication whether the advance has been utilised for the purpose for which sanction was given to the drawal of money. If the sanctioning authority is not satisfied with the explanation furnished by the subscriber within the said period of fifteen days, the sanctioning authority shall direct the subscriber to repay the amount in question to the Fund forthwith or, in default, order the amount to be recovered by deduction in one sum from the emoluments of the subscriber even if he be on leave. If, however, the total amount to be repaid be more than half the subscribers' emoluments recoveries shall be made in monthly installments of moieties of his emoluments till the entire amount is repaid by him.

NOTE – The term "emolument," in the rule does not include substance grant.

### WITHDRAWALS FROM THE FUND

**16. Withdrawal from the Fund** – (1) Subject to the conditions specified therein, withdrawals may be sanctioned by the authorities competent to sanction an advance for special reasons under sub-rules (1) of Rule 13 at any time.

(A) After the completion of twenty years of service (including broken periods of service, if any) of a subscriber or within ten years before the date of his retirement on superannuation whichever is earlier, from the amount standing to his credit in fund for one or more of the following purposes, namely –

(a) meeting the cost of higher education, including where necessary, the travelling expenses of the subscriber or any child of the subscriber in the following cases, namely:-

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

(ii) for any medical, engineering or other technical or specialized course in India beyond the High School stage:

(b) meeting the expenditure in connection with the betrothal marriage of the subscriber or his sons or his daughters' and any other female relation actually dependent on him;

(c) meeting the expenses in connection with the illness, including where necessary, the travelling expenses, of the subscriber and members of his family or any person actually dependent on him;

(B) after the completion of fifteen years of service (including broken periods of service, if any) of a subscriber or within ten years before the date of retirement on superannuation, which ever is earlier from the amount standing to his credit in the fund for one or more of the following purposes, namely –

- (a) building or acquiring a suitable house or ready-built flat for his residence including the cost of the site;
- (b) repaying an outstanding amount on account of loan expressly taken for building or acquiring a suitable house or ready built flat for his residence;
- (c) purchasing a house-site for building a house thereon for his residence or repaying any outstanding amount on account of loan expressly taken for this purpose;
- (d) reconstructing or making additions or alterations to a house or a flat already owned or acquired by a subscriber;
- (e) renovating, additions or alterations or upkeep of an ancestral house at a place other than the place of duty or to a house built with the assistance of loan from Government at a place other than the place of duty;
- (f) constructing a house on a site purchased under clause (c);
- (g) Within six months before the date of the subscriber's retirement, from the amount standing to his credit in the fund for the purpose of acquiring a farm land or business premises or both.

NOTE 1. – A subscriber who has availed himself of an advance under the scheme of housing for the grant of advance for house building purpose, or has been allowed any assistance in this regard from any other Government source, shall be eligible for the grant of final withdrawal under sub-clauses (a),(c). (d), and (f) of clause (B) for the purposes specified therein and also for the purpose of repayment of any loan taken under the aforesaid scheme subject to the limit specified in the proviso to sub-rule (1) of Rule 17.

If a subscriber has an ancestral house or built a house at a place other than the place of his duty with the assistance of loan taken from the Government he shall be eligible for the grant of a final withdrawal under sub-clauses (a), (c) and (f) of clause (B) for purchase of a house site or for construction of another house or for acquiring a ready-built flat at the place of his duty.

NOTE 2. – Withdrawal under sub-clauses (a), (d), (e) and (f) of clause (B) shall be sanctioned only after a subscriber has submitted a plan of the house to be constructed or of the additions or alteration to be made, duly approved by the local municipal body or by local competent authority of the area where the site or house is situated and only in cases where the plan is actually get to be approved.

NOTE 3. – The amount of withdrawal sanctioned under sub-clauses (b) of clause (B) shall not exceed  $\frac{3}{4}$ <sup>th</sup> of the balance on date of application together with the amount of previous withdrawal under sub-clause (a), reduced by the amount of previous withdrawal. The formula to be followed is  $\frac{3}{4}$ <sup>th</sup> of the balance as on date plus amount of previous withdrawal (s) for the house in question minus the amount of the previous withdrawal (s)

NOTE 4. – Withdrawal under sub-clauses (a) or (d) of clause (B) shall also be allowed where the house site or house is in the name of wife or husband provided she or he is the first nominee to receive provident Fund money in the nomination made by the subscriber.

NOTE 5. – Only one withdrawal shall be allowed for the same purpose under this rule. But marriage or education of different children or illness on different occasion or a further addition or alteration to a house or flat covered by a fresh plan duly approved by the local municipal body Local competent authority of the area where the house or flat is situated shall not be treated as the same purpose. Second or subsequent withdrawal under sub-clause (a) or (f) of clause (B) for completion of the same house shall be allowed up to the limit laid down under Note 3.

NOTE 6 – A withdrawal under this rule shall not be sanctioned if an advance under Rule 13 is being sanctioned for the same purpose and at the same time.

(2) Whenever a subscriber is in a position to satisfy the competent authority about the amount standing to his credit in the General Provident Fund Account with reference to the latest available statement of General Provident Fund Account together with the evidence of subsequent contribution, the competent authority may itself sanction withdrawal within the prescribed limit, as in case of a refundable advance already sanctioned by it in favour of the subscriber. Where, however, the subscriber is not in a position to satisfy the competent authority about the amount standing to his credit or where there is any doubt about the admissibility of the withdrawal applied for, a reference may be made to the Accounts Officer by the competent authority for ascertaining the amount standing to the credit by the competent authority to determine the admissibility of the amount of withdrawal. The sanction for the withdrawal should prominently indicate the General Provident Fund Account Number and the Accounts Officers maintaining the accounts and a copy of the sanction for withdrawal should invariably be endorsed to that Accounts Officer. The sanctioning authority shall be responsible to ensure that an acknowledgement is obtained from the Accounts Officer that the sanction for withdrawal has been noted in the ledger account of the subscriber. In the case the Accounts Officer reports that the withdrawal as sanctioned is in excess of the amount to the credit of the subscriber or otherwise inadmissible the sum withdrawn by the subscriber shall forthwith be repaid in one lump sum by the subscriber to the Fund and in default of such repayment, 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 installments as may be determined by the Governor.

### **State Government's Decision**

**Decision No. (1) – Grant of final withdrawal for the purchase of motor cars.-**  
State Government servants who have completed 25 years of service or who have less than 5 years to attain the age of superannuation may be permitted to make final withdrawals from the provident funds (General Provident Fund) for purchasing a motor car or for repaying a government loan already taken by them for the purpose, subject to the following conditions:-

- (i) The officers pay is Rs.1,000 or more;
- (ii) The amount of withdrawal is limited to Rs. 16,000 or one-third of the amount standing to the credit of the subscriber in the General Provident Fund or one third of the amount of subscription with interest thereon standing to the credit of the subscriber in the General Provident Fund, as the case may be, or the actual price of the car, whichever is the least. The sanctioning authority may, however, sanction the withdrawal of an amount in excess of this limit up to one-half of the balance at subscriber's credit in the fund account, if considered necessary, as a special case.

2. Such withdrawal shall be allowed only on one occasion. If the case of withdrawal for purchase of another car, the motor car advance under the provisions of the Meghalaya Financial Rules, 389 as supplemented by executive instructions issued from time to time will not be admissible.

3. The authority competent to sanction an advance for special reason under the relevant Provident Fund Rules may sanction final withdrawal in terms of these orders subject to the fulfillment of the conditions mentioned above. The procedural details will be as in the case of other withdrawals.

**Decision No. (2) – Grant of final withdrawal for the extensive repairs or overhauling of motor cars:-** State government servants who have completed 28 years of service or who have less than 3 years to attain the age of superannuation, may be permitted to make final withdrawals from Provident Funds (General Provident Fund) for the extensive repairs or overhauling of their motor cars subject to the following conditions:-

- (i) The officer's pay is Rs.1,000 or more,
- (ii) The amount of withdrawal is limited to Rs. 5,000 or 1/3<sup>rd</sup> of the amount standing to the credit of the subscriber in the General Provident Fund, or 1/3<sup>rd</sup> of the amount of subscription with interest thereon standing to the credit of the subscriber in the General Provident Fund, as the case may be, or the actual amount of repairing/overhauling, whichever is the least.
- (iii) Not less than 5 years should have elapsed since the car was purchased by the Officer concerned. In the case of secondhand car, the initial date of purchase by the first purchaser will be taken into account.
- (iv) Such withdrawal shall be allowed only once in the service career of the subscriber.

The authority competent to sanction an advance for special reasons under the relevant Provident Fund Rules may sanction a final withdrawal in terms of these orders subject to the fulfillment of the conditions mentioned above. The procedural details will be as in the case of other withdrawals.

**17. Conditions for withdrawal.** – (1) Any sum withdrawn by a subscriber at any one time for one or more of the purposes specified in Rule 16 from the amount standing to his credit in the Fund shall not ordinarily exceed one-half of such amount or six months' pay, which-ever is less. The sanctioning authority may, however, Sanction the withdrawal of an amount in excess of this limit upto 3/4<sup>th</sup> 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 to his credit in the Fund.

*NOTE 1.-* A withdrawal sanctioned to a subscriber under sub-clause (a) of clause (A) of sub-rule (1) of Rule 16 may be drawn in installments, the number of which shall not exceed four in a period of twelve calendar months counted from the date of sanction.

*NOTE 2.* – In cases where a subscriber has to pay in installments for a site or a house or flat purchased, through the State Housing Board or a House Building Cooperative Society, he shall be permitted to make a withdrawal as and when he is called upon to make a payment in any installment. Every such payment shall be treated as a payment for a separate purpose for the purposes of sub-rule (1) of Rule 17.

*NOTE 3.* – In case the sanctioning authority is satisfied that the amount standing to the credit of a subscriber in the Fund is insufficient and he is unable to meet his requirements otherwise than by withdrawal, the amount already withdrawn by the subscriber from the Fund to finance any insurance policy or policies under Rule 19, may be taken into account as an addition to the actual amount standing to his credit in the Fund for the purpose of the limit laid down in this sub-rule. After the amount of withdrawal admissible has been so determined:-

- (i) if the amount so determined exceeds the amount already withdrawn from the Fund to finance insurance policy or policies under Rule 19, the amount so withdrawn may be treated as final withdrawal and the difference and the difference, if any, between the amount so treated and the total amount of withdrawal admissible may be paid in cash; and

- (ii) If the amount so determined does not exceed the amount already withdrawn from the Fund to Finance any insurance policy or policies under Rule 19, the amount so withdrawn and may, irrespective of the limit specified in sub-rule (1), be treated a final withdrawal.

For the above purpose, the Accounts Officer shall reassign the policy or policies to the subscriber or to the subscribers and the joint assured, as the case may be, and made it over to the subscriber who will then be free to utilise the same for the purpose for which it has been released.

(2) A subscriber who has been permitted to withdraw money from the fund under Rule 16 shall satisfy the sanctioning authority within a reasonable period as may be specified by that authority that the money has been utilised for the purpose for which it was withdrawn, and if he fails to do so, the whole of the sum so withdrawn or so much thereof as has not been applied for the purpose for which it was withdrawn shall forthwith be repaid in one lump sum 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 lumpsum or in such number of monthly installments, as may be determined by the Governor.

Provided that, before repayment of a withdrawal is enforced under this sub-rule, the subscriber shall be given an opportunity to explain in writing and within fifteen days of the receipt of communication why the repayment shall not be enforced; and if the sanctioning authority is not satisfied with the explanation or no explanation is submitted by the subscriber within the said period of fifteen days the sanctioning authority shall enforce the repayment in the manner prescribed in this sub-rule.

(3) (a) A subscriber who has been permitted under sub-clause (a) Sub-clause (b) or sub-clause (b) or sub-clause (c) of clause (B) of sub rule (1) of Rule 16 to withdraw money from the amount standing to his credit in the fund, shall not part with the possession of the house built or acquired or house-site purchased with the money so withdrawn, whether by way of sale, mortgage (other than mortgage to the Governor), gift, exchange or otherwise, without the previous permission of the Governor:

Provided that such permission shall not be necessary for –

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

(b) The subscriber shall submit a declaration not later than the 31<sup>st</sup> day of December of every year as to whether the house or the house site, as the case may be continued to be in his possession or has been mortgage, otherwise transfer 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 based.

(c) If, at any time before his retirement, the subscriber parts with his possession of the house or house or house-site without obtaining the previous permission of the Governor, he shall forthwith repay the sum so withdrawn by him in a lumpsum 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 a number of monthly installments, as may be determined by it.

NOTE – A subscriber who has taken loans from Government in lieu thereof mortgaged the house or house site to the Government shall be required to furnish the declaration to the following effect namely,-

“I do hereby certify that the house or house-site for the construction of which or for the acquisition of which I have taken a final withdrawal from the Provident Fund continues to be in my possession but stands mortgaged to Government”.

**State Government, Decisions:**

**Decision No. (I) – Only one final withdrawal for the same purpose and an advance and final withdrawal not to be sanctioned for the same purpose-** Rule 17 (1) lays down conditions for withdrawal of the amount by subscriber at any one time for one or more of the purposes specified in the Rule 16 *ibid* from the amount standing to his credit in the Fund. Doubts have been raised whether the amount of second final withdrawal for the same purpose is permissible under Rule 17 (I) *ibid*.

2. The matter has been considered and it is clarified that –

- (i) A subscriber shall be permitted to make a final withdrawal once in every six months for purposes of sub-rule (a) of Rule 16 and that the withdrawal on each occasion shall be created as a separate purpose for purposes of Rule 17 (1). In this context the marriage/education of different daughters/sons will not be treated as the same purpose, Similarly the illness of subscriber or his dependants on different occasions will not be treated as the same purpose.

(See 5 below Rule 16 and Note 1 below Rule 17)

- (ii) An advance and a final withdrawal for the same purpose should not be sanctioned together. In other words, a person should be granted either an advance or a final withdrawal for a particular purpose subject to the conditions mentioned in Rule 16. Further the advance which is subsequently converted into final withdrawal should be treated as a final withdrawal under Rule 16; that is to say, if a person has got an advance converted into a final withdrawal under Rule 18 he should not be allowed another final withdrawal for the same purpose under Rule 16.

3. The principle mentioned in para 2 above shall also apply to advance under Rule 13 (b) of the General Provident Fund Rules.

4. When a subscriber is required to pay in installments for site-house purchased through house building co-operative societies or similar agencies, he shall be permitted to make a final withdrawal as and when he is called upon to pay and installment. The calls for payment of installments shall be treated as separate purpose for the purposes of Rule 17 of General Provident Fund Rules.

Decision No. (2) – **Withdrawal permissible separately for betrothal ceremony and marriage** – “Betrothal ceremony should be treated as part of the marriage and that there is no objection to the withdrawal being allowed on that occasion. As clarified in Decision No. (1) above, only one final withdrawal from the General Provident Fund is allowed for the same purpose. Thus a subscriber who has taken a withdrawal for “betrothal ceremony” becomes ineligible for another withdrawal on the occasion of the marriage ceremony. With a view to avoid undue hardship to the subscriber it has been decided that a subscriber shall be permitted to make a final withdrawal both on the occasion of the betrothal ceremony and the marriage ceremony. Each occasion shall be treated as separate purpose for the purpose of Rule 17 (1) of the General Provident Fund Rules.

The principle mentioned above shall also apply to advances for marriage under clause (c) of Rule 13 (1).

Decision No. (3) – **Withdrawal not to be sanctioned for more than one house** – A subscriber should not be granted a second withdrawal for house-building purpose at any place if he has already been granted a final withdrawal for similar purposes on the same or another place. In other words final withdrawals should not be allowed for more than one house.

Decision No. (4) – **Withdrawals for higher education permissible in installments** – Normally, a second final withdrawal for the same purpose is not allowed. Only one final withdrawal can be had for recognised purposes, otherwise the provident fund account will be reduced to a banking account, which is against the spirit of the rules. However, for the purposes of higher education, the final withdrawal, which should of course, be only one, can be drawn in yearly or half-yearly installments in cases where the course exceeds a year.

**18. Conversion of an advance into a withdrawal** – A subscriber who has already drawn or may draw in future an advance under Rule 13 for any of the purpose specified in sub-rule (I) of Rule 16 may convert, at his discretion by written request addressed to the Accounts Officer through the sanctioning authority, the balance outstanding against it into a final withdrawal on his satisfying the conditions laid down in Rule 16 and Rule 17.

NOTE 1. – The Head of office in the case of non-gazetted subscribers and the Treasury Officer concerned in the case of gazette subscribers may be asked by the administrative authority to stop recoveries from the pay bills when the application for such conversion is forwarded to the Accounts Officer by that authority. In the case of gazetted subscribers, the administrative authority shall endorse a copy of the letter forwarding the subscriber’s intimation to the Treasury Officer from where he withdraws his pay in order to permit stoppage of further recoveries.

NOTE 2. – For the purposes of sub-rule (1) of Rule 17 the amount or subscription with interest thereon standing to the credit of the subscriber in the account at the time of conversion plus the outstanding amount of advance shall be taken as the balance; Each withdrawal shall be treated as a separate one and the same principle shall apply in the event of more than one conversion.

#### **State Government’s Decisions:**

Decision No. (1) – **Method of computing the balance at credit for the purpose of applying the limitations in Rule 17 (1) while permitting conversion of advance into withdrawal** – Conversion of outstanding balance of an advance into a final withdrawal on a particular date is tantamount to granting a final withdrawal on that date but for his taking the advance. Therefore, it is obvious that the outstanding balance of advance must be added to the amount of subscriptions, standing to his credit in his account on the date of conversion for determining the amount with reference to which the outstanding balance

should be converted into a final withdrawal. When more than one outstanding advance is to be converted the same procedure should be followed separately in respect of each advance. Accordingly the following clarification is given for the guidance of all concerned:-

- (i) For conversion of an advance into final withdrawal under Rule 18, the balance for the purpose of Rule 17 (1) should be taken as the amount/subscriptions and interest thereon standing to the credit of the subscriber in account at the time of the conversion plus the outstanding amount of the advance.
- (ii) Under the rules each withdrawal is to be treated as a separate one and hence the same principle would apply in the case of more than one conversion, I.e., in each case the limit under Rule 17 (1) would be applied taking into consideration the balance.

**Decision No. (2)- Conversion of advance taken on two occasions for a common purpose** – There should not be any objection to the conversion of second advance into final withdrawal, if the subscriber so desires, subject to the condition that the total amount so desired for conversion into final withdrawal should not exceed the limit prescribed in Rule 17. In such cases where more than one advance taken for the same purpose on different occasions are allowed to be converted into final withdrawals individually and separately, the sanctioning authority, while forwarding the application to the Accounts Officer, should indicate therein the total amount to be converted to date.

**Decision No. (3) - Clarification regarding conversion of temporary advance into part final withdrawal** – Under Rule 18 of General Provident Fund Rules, conversion of the balance outstanding against an advance drawn under Rules 13 for any of the purposes specified in clauses (a), (b) and (c) of Rule 16 (1) into part-final withdrawal, is admissible subject to the subscriber satisfying the conditions laid down in Rules 16 and 17. Rule 16 (1) (b) of General Provident Fund Rules contemplates that withdrawal shall be permissible *inter alia* for meeting the expenditure in connection with marriage of “other female relations actually dependent upon the subscriber” whereas, such condition is not there in Rule 13 (1) (c). As the dependency status of the person for whose marriage the advance had been drawn, will change between the time of grant of advance and that of application for conversion of this advance into part final withdrawal, a point of doubt has been raised in regard to the certificate regarding dependency to be furnished by the subscriber at the time of applying for conversion of advance into part-final withdrawal. It is clarified that the certificate which reflects the dependency status at the time of drawal of advance will meet the requirements of the rules in such cases.

#### PAYMENT TOWARDS INSURANCE POLICIES

**19. Payment towards Insurance Policies.**- Subject to the conditions hereinafter contained in Rules 20 to 29;

(a) Payment towards a policy of life insurance, may at the option of a subscriber, be substituted in whole or part for subscriptions due to the fund;

(b) The amount of subscriptions with interest thereon standing to the credit of subscriber in the fund may be withdrawn to meet:

(i) A payment towards a policy of life insurance;

(ii) The purchase of a single payment insurance policy:

Provided that no amount shall be withdrawn (1) before the details of the proposed policy have been submitted shall be withdrawn (1) before the details for the proposed policy have been submitted to the Accounts Officer and accepted by him as suitable, or (2) to meet any payment or purchase made or effected more than three months before the date of application or presentation of claim for withdrawal, or (3) to meet payment of any premium or subscription more than three months in advance of the due date of payment.

NOTE – Due date of payment for the purpose of this proviso will be the date upto which payment can be made including the grace period allowed by the insurance companies.

EXPLANATION.- Under clause (3) of this proviso no withdrawals from the fund for financing a policy of life insurance shall be made after the due date of payment without production of the premium receipt in token of such payment:

Provided further that payment towards an educational endowment policy may not be substituted for subscriptions to the fund and that no amounts may be withdrawn to meet any payment or purchase in respect of such a policy if that policy is due for payment in whole or part before the subscriber's age of normal superannuation:

Provided further that the amount withdrawn shall be in whole rupees, but shall not include fraction of a rupee, although such amount is less than the amount actually required.

**20. Number of policies that can be financed from the fund:** (1) The number of policies in respect of which substitution for subscriptions due to the fund or withdrawal of subscriptions from the fund may be permitted under Rule 19, shall not exceed four.

(2) The premium for a policy including any policy referred to in the proviso to sub-rule (1) in respect of which withdrawal of subscriptions from the fund may be permitted under Rule 19 shall not be payable otherwise than annually.

EXPLANATION.- In computing the maximum number of policies specified in Sub-rule (1), policies which have matured or have been converted into paid up policies shall be excluded.

**21. Payment of difference between substituted payments and minimum subscriptions.-** (1) If the total amount of any subscriptions is less than the amount of the minimum subscription payable to fund under sub-rule (1) of Rule 8, the difference shall be rounded to the nearest rupee in the manner provided in clause (iv) of sub-rule (2) of Rule II and paid by the subscribers as subscription to the fund.

(2) If the subscriber withdraws any amount standing to his credit in the fund for any of the purposes specified in clause (b) of Rule 19, he shall, subject to his option under clause (a) of that rule, continue to pay to the fund the subscription payable under Rule 8.

**22. Reduction of subscription of certain cases.-** (1) a subscriber who desires to substitute a subscription or payment under clause (a) of Rule 19 may reduce his subscription to the fund accordingly:

Provided that the subscriber shall intimate to the Accounts Officer on his pay bills or by letter the fact of, and reason for, the reduction.

(2) A subscriber who desires to withdraw any amount under clause (b) of Rule 19 shall –

- (a) intimate the reason for the withdrawal to the Accounts Officer by letter;
- (b) make arrangements with Accounts Officer for the withdrawal

(c) send to the Accounts Officer, within such period as the accounts Officer may require receipts or certified copies of receipts in order to satisfy the Accounts Officer, that the amount withdrawn was duly applied for the purposes specified in clause (b) of Rule 19.

(3) The Accounts Officer shall order the recovery of any amount by which subscriptions have been reduced, or of any amount withdrawn. In respect of which he has not been satisfied in the manner required by clause (b) of sub-rule (1) and clause (c) of sub-rule (2) from the emoluments of the subscriber and place it to the credit of the subscriber in the fund.

**23. Government not to make payment to insurer on behalf of subscriber.-** (1) Government shall not make any payments on behalf of subscribers to Insurance Companies nor take steps to keep a policy alive.

(2) A policy to be acceptable under these rule shall be one effected by the subscriber himself on his own life, and shall (unless it is a policy effected by a male subscriber which is expressed on the face of it to be for the benefit of his wife, or of his wife and children, or any of them) be such as may be legally assigned by the subscriber to the Governor.

*Explanation 1.* – A policy on the joint lives of the subscriber and the subscriber’s wife or husband shall be deemed to be a policy on the life of the subscriber for the purpose of this sub-rule.

*Explanation 2.* – A policy which has been assigned to the subscriber’s wife shall not be accepted unless either the policy is first re-assigned to the subscriber or the subscriber and his wife both join in an appropriate assignment.

(3) The policy may not be effected for the benefit of any beneficiary other than the wife or husband of the subscriber or the wife or husband and children of the subscriber or any of them.

**24. Assignment of Policies.-** The policy within six months after the first withholding of subscription or withdrawal from the fund in respect of the policy or in the case of an insurance company whose headquarters are outside India, within such further period as the Accounts Officer, if he is satisfied by the production of the completion certificate (interim receipt), may fix, shall-

- (a) unless it is a policy effected by a male subscriber which is expressed on the face of it, to be for the benefit of the wife of the subscriber, or of his wife and children, or any of them, be assigned to the Governor as security for the payment of any sum which may become payable to the fund under Rule 28, and delivered to the Accounts Officer, the assignment being made by endorsement on the policy in Form (1) or Form (2) or Form (3) of the forms in the third schedule according as the policy is on the life and the subscriber’s or on the joint lives of the subscriber and the subscriber’s wife or husband or the policy has previously been assigned to the subscriber’s wife;
- (b) if it is a policy effected by a male subscriber which is expressed on the face of it to be for the benefit of the wife of the subscriber, or of his wife and children or any of them, be delivered to the Accounts Officer.

(2) The Accounts Officer shall satisfy himself by reference to the Insurance Company where possible, that no prior assignment of the policy exists.

(3) Once a policy has been accepted by an Accounts Officer for the purpose of being financed from the fund the terms of the policy shall not be altered nor shall the policy be exchanged for another policy without the prior consent of the Accounts Officer to whom detail of the alteration or of the new policy shall be furnished.

(4) If the policy is not assigned and delivered, or delivered or within the said period of six months or such further period as the Accounts Officer may, under sub-rule (1), have fixed, any amount withheld or withdrawn from the fund in respect of the policy shall, forthwith be paid or repaid as the case may be, by the subscriber to the fund or in default be ordered by the Accounts Officer to be recovered by deduction from the emoluments of the subscriber, by installments or otherwise, as may be directed by the authority competent to sanction an advance for the grant of which special reasons are required under sub-rule (3) of Rule 13.

(5) Notice of assignment of the policy shall be given by the subscriber to the Insurance Company, and the acknowledgement of the notice by the Insurance Company shall be sent to the Accounts Officer within three months of the date of assignment.

**25. Bonus on Policies.**- The subscriber shall not, during the currency of the policy, drawn any bonus the drawal of which during such currency is optional under the terms of the policy and the amount of any bonus which under the terms of the policy the subscriber has no option to refrain from drawing during its currency shall be paid forthwith into the fund by the subscriber or in default recovered by deduction from its emoluments by installments or otherwise as may be directed by the authority competent to sanction an advice for the grant of which, special reasons are required under sub-rule (3) of Rule 13.

**26. Re-assignment of Policies.**- (1) Save as provided by Rules 29 when the subscriber –

- (a) quits the service; or
- (b) has proceeded on leave preparatory to retirement and applies to the Accounts Officer for re-assignment or return of the policy; or
- (c) while on leave has been permitted to retire or declared by a competent medical authority to be unfit for further service and applies to the Accounts Officer for re-assignment or re----- of the policy, or
- (d) pays or repays to the fund the whole of any amount withheld or withdrawn from the fund for any of the purposes mentioned in sub-clause (i) and (ii) of clause (b) of Rule 19; or
- (e) has been sanctioned withdrawal under Rule 16 read with Note 3 below sub-rule (1) of Rule 17.
- (i) If the policy has been assigned to the Governor under Rule 24, or under the corresponding rule heretofore in force re-assign the policy in Form I in the Fourth Schedule to the subscriber, or to the subscriber and the joint

assured, as the case may be, and make it over to the subscriber together with a signed notice of the re-assignment addressed to the Insurance Company;

- (ii) If the policy has been delivered to him under clause (b) of sub-rule (1) of Rule 24, make over the policy to the subscriber;

Provided that, if the subscriber, after proceeding on leave preparatory to retirement, or after being, while on leave, permitted to retire or declared by a competent medical authority to be unfit for further service, returns to duty, any policy so re-assigned or made over shall, if it has not matured or been assigned or charged or encumbered in any way, be again assigned to the Governor and delivered to the Accounts Officer, or again be delivered to the Accounts Officer, as the case may be, in the manner provided in Rule 24, and thereupon the provisions of these rules shall, so far as may be, again apply in respect of the policy.

Provided further that, if the policy has matured or been assigned or charged or encumbered in any way, the provisions of sub-rule (4) of Rule 24 applicable to a failure to assign and deliver a policy shall apply.

(2) Save as provided by Rule 29, when the subscriber dies before quitting the service, the Accounts Officer shall –

- (i) if the policy has been assigned to the Government under Rule 24, or under the corresponding rule heretofore in force, re-assign the policy in Form II in the Fourth Schedule to such person as may be legally entitled to receive it, and shall make over the policy to such person together with a signed notice of the re-assignment addressed to the Insurance Company.
- (ii) If the policy has been delivered to him under clause (b) of sub-rule (1) of Rule 24, make over the policy to the beneficiary, if any, or if there is not beneficiary, to such persons as may be legally entitled to receive it.

#### **State Government's Decisions.**

Decision No. (1),- **Fee for assignment and re-assignment to be borne by policy holder.**- The fees demanded by the Insurance Company for registering the assignment and re-assignment in favour of the Governor of Meghalaya and the policy holder, should be paid by the policy holder himself.

Decision No. (2). – **Procedure for re-assignment of policies expressly declared for the benefit of wife/children.**- The following procedure should be followed by the Accounts Officer in connection with the re-assignment of Insurance Policies which are expressed on the face of them to be for the benefit, absolute or contingent of the assureds' wife or wives and children or any of them, which are lodged as security with assignment in favour of the Governor of Meghalaya.

When the time comes to release a policy of the type in question, the Accounts Officer should execute a formal re-assignment in favour of the assured (the subscriber), or, if the policy has been jointly assigned by the assured and his wife in favour of the Governor of Meghalaya, in favour of the assured and his wife, and make it over to the assured. If, in any case, the subscriber, while still in service, desires that his policy should be re-assigned, this should be done, but the policy should be re-assigned, this should be done, but the policy

should be retained "on deposit" until it is due for released in the ordinary course. If the policy is required to be release by the reason of the assureds' death in service, it should be formally re-assigned to the beneficiaries named therein or otherwise to the persons entitled to claim the policy moneys and handled over to them.

Decision No. (3). - **Joint assignment recommended to avoid hardship of producing succession certificate on death of subscriber.**- The assignments of insurance policies to Government in Form (3) of the Third Schedule of the General Provident Fund Rules would in the majority of cases have the effect of laying the family of a subscriber who had taken out an insurance policy financed from the fund, open to the necessity in the event of the death of the subscriber before the maturity of the policy and retirement of the subscriber, of producing legal authority as prescribed in Rule 26 of the General Provident Rules, a requirement which is not necessary under the provisions of Form (2) of assignment under which the wife or other member of the family is entitled to have the policy re-assigned to her as the surviving co-assigner. While legal representation would in the case of an assignment in Form (3) not generally be necessary in cases where the widow is entitled to the rest of the Provident Fund money and with no prior assignment or rival claim has been received by the Accounts Officer concerned, in the majority of cases as assignment or rival claim has been received by the Accounts Officer concerned, in the majority of cases as assignment in Form (3) to Government would have the effect of laying the widow or other beneficiary open to the necessity of producing a legal representation which might involve the claimants of policies in expensive and vexatious proceedings in a Court of law. The families of deceased subscribers could be saved this inconvenience if in cases where the policy has been assigned to the wife in the first instance, the original assignment in favour of the wife is cancelled and fresh assignment in favour of the subscriber and his wife as joint tenants is executed in the form specified below.

I..... (here state name and description of the assured) do hereby assign and transfer the benefit of the within policy and all moneys receivable thereunder or in respect thereof to myself and my..... (here state relationship and name) TO HOLD the same unto myself and the said ..... or survivor as joint tenants and I declare that on the death of either, the receipt of the survivor shall be sufficient discharge to the insurance company within named. Dated the ..... day of .....19 .

Witness :

(1)

(2)

.....  
(Signature)

After the assignment is executed the subscriber and his wife should then be required to execute a further assignment in Form (2) of the Third Schedule in favour of Government. In using Form (2), however for this purpose, the words in brackets namely, "The jointly assured" should be omitted. This Procedure would, while in the event of her husband's death while in service and before protecting the interests of Government, also entitled the wife on maturity of the policy to receive the policy by virtue of her rights as the surviving co-assign or without the necessity of producing legal authority.

Decision No (4) – **Production of probate necessary for re-assignment even in case of any will left by subscriber bequeathing value of policy.**- A subscriber left a will according to which the value of policy taken out by him was bequeathed to his wife and mother upon trust and they were directed to invest the amount in the Government Savings Bank and utilise it for the benefit of the subscriber’s children. The policy was a Endowment Assurance one of the usual type payable in the event of the subscriber’s death to his “Assign or proving executors, administrators, etc”. It was assigned by the subscriber to the Government of Meghalaya under Rule 26 (2) (i) of the General Provident Fund Rules and a question arose whether it could on the death of the subscriber be re-assigned to the mother of the deceased and the widow (executor) without insisting on the production of a probate as their identity was easily established. The Government of Meghalaya decided that as the existence of a will had been brought to notice, the policy should not be re-assigned to the widow and the mother of the subscriber unless they produced a probate under the rule cited above.

Decision NO. (5) – **Partial re-assignment of policy assigned to Government is not permissible.**- It has been decided that no partial re-assignment of a policy assigned to Government is permissible.

Decision No. (6) – **Disposal of policies of subscribers whose whereabouts are not known.** - The question of disposal of policies of subscribers whose whereabouts are not known has been under consideration and it has been decided that the policies in question which would have become paid up as a result of non-payment of premia should be kept by the Accounts Officers concerned for seven years from the date of their disappearance and disposed of at the end of seven years under the relevant provisions applicable to officers dying before quitting service of the Provident Fund Rules concerned, presuming their death under Section 108 of the Indian Evidence Act. However, the proceeds of policy which matured and become payable during this period of seven years should be collected by the Accounts Officer concerned and credited to the Provident Fund Account on the missing subscriber.

**27. Procedure on maturity of Policies.**- (1) If a policy assigned to the Governor under Rule 24 or under the corresponding rule heretofore in force, matures before the subscriber quits the service or if a Policy on the joint lives of a subscriber and the subscriber’s wife or husband assigned under the said rule, or under the corresponding heretofore in force, falls due for payment by reasons of the death of the subscriber’s wife or husband, the Accounts Officer shall, save as provided by Rule 29, realize the amount assured together with any accrued bonuses and shall place the amount so realized to the credit of the subscriber in the fund:

Provided that if the amount assured together with the amount of any accrued bonus is more than the whole of the amount withheld or withdrawn, it shall be the duty of the subscriber to inform the Accounts Officer in writing, within a month from the date of maturity of the policy, whether the difference, or a part of the difference as specified by the subscriber, be paid to him; and it shall be the duty of the Accounts Officer to act in accordance with the option of the subscriber.

*Note.*- If no option is exercised by the subscriber in writing to the Accounts Officer within the period prescribed he shall be deemed to have opted to deposit amount standing to the subscriber’s credit in the fund.

(2) Save as provided by Rule 29, if a policy delivered to the Accounts Officer under clause (b) of sub-rule (1) of Rule 24 matures before the subscriber quits the service, the Accounts Officer shall make over the policy to the subscriber:

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

- (i) the whole of any amount withheld or withdrawn from the fund in respect of the policy, or
- (ii) an amount equal to the assured together with any accrued bonuses,

whichever is less, and in default, the provisions of Rule 30 shall apply as they apply in relation to cases where money withheld or withdrawn from the fund under clause (a) or clause (b) of Rule 19 has been utilised for a purpose other than that for which sanction was given to the withholding or withdrawal.

**State Government's Decision:**

Decision No. (1). – **Procedure for fresh assignment on the death of assignee.**- A subscriber to General Provident Fund assigned to Government his Life Insurance Policy in Form No.3 given in the Third Schedule to the General Provident Fund Rules, as it stood assigned to his wife. Due to the death of the assignee and his subsequent marriage the subscriber intended to make his second wife as a “Cotenant” to the policy as per Government of Meghalaya's Decision No. (4) below Rule 26 of the General Provident Fund Rules and accordingly requested the Audit Officer to reassign the policy to him for necessary action.

It has been held that the policy should first be re-assigned by the Governor of Meghalaya in favour of the assured and thereafter the assured may execute a fresh assignment first in favour of himself and his new wife as joint tenants, and thereafter a further assignment by the said two joint tenants in favour of the Governor of Meghalaya.

**28. Lapse or wrongful assignment of Policies.**- If the policy lapses, or is assigned, otherwise than to the Governor under Rule 24. Charge or encumbered, the provisions of sub-rule (4) of Rule 24 applicable to a failure to assign and deliver a policy shall apply.

**State Government's Decision:**

Decision No. (1). – **Amount withdrawn from Provident Fund financing Life Insurance Policies to be recovered in case of lapse even though policy may be alive by non-forfeiture clause.**- The operation of the automatic non-forfeiture privilege clause virtually creates an interest bearing debt against the policy concerned the value of which diminishes as a consequence thereof. Accordingly the policy which has been brought within the operation of this cause must be treated as having become charged or encumbered; and the amount withdrawn from the General Provident Fund for financing it must forthwith be refunded or, in default, be recovered in monthly installments from the emoluments of the subscriber.

**29. Duty of Accounts Officer when he received notice of assignment, charge or encumbrance of policies.**- If the Account Officer receives notice for –

- (a) an assignment (otherwise than an assignment to the Governor under Rule 24), or
- (b) a charge or encumbrance on, or

- (c) an order of a Court restraining dealings with the policy or any amount realized thereon.

the Accounts Officer shall not –

- (i) re-assign or make over the policy as provided in Rule 26, or
- (ii) realize the amount assured by the policy or re-assign or make over the policy, as provided in Rule 27,

but shall forthwith refer the matter to the Government.

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### **State Government's Decisions:**

Decision No. (1). – **Procedure when policies lapse or become encumbered.**- Double have been raised as to whether cases to which Life Insurance Policies financed from Provident Fund which lapsed or become encumbered by means of loans advanced under the non-forfeiture clause owing to subscriber's default in paying the premium, should be reported to Government by the Accounts Officer under Rule 29 of the General Provident Fund Rules.

Decision No. (2). – It has been decided that in all cases where policies have lapsed, the provisions of Rule 28 of the General Provident Fund Rules would apply and the Accounts Officer can recover the General Provident Fund advance under sub-rule (4) of Rule 24 of the said rules, and re-assign or make over the policy in terms of Rule 26 *ibid.* There is no necessity for such cases to be referred by Accounts Officer to Government.

Decision No (3). – In cases where under the operation of the non-forfeiture clause of a policy, premia within the limited or surrender value are advance by the Insurance Companies to keep policies in force, the Accounts Officer, after receiving notice of encumbrance arising out of the premium shall, in terms of Rule 23 read with rule 24 (4) of the General Provident Fund Rules, proceed to recover the General Provident Fund advance. Then one of the following three events may happen and the procedure indicated against each may be followed in that event.

- (a) If the recovery is completed before the policy becomes a claim by maturity or death, the Accounts Officer shall re-assign or make over the policy as in para 2 above without referring the matter to the Government.
- (b) If the policy matures before the completion of the process of recovery, the Accounts Officer shall, without referring the matter to the Government, proceeds under the following manner:-
- (a) When the net proceeds under the policy (*ie.*, the claim amount payable, by the Insurance Company minus the accumulated premia advance by the Company) exceed the unrecovered advance given from the General Provident Fund, the Accounts Officer shall re-assign the policy or make it over to the subscriber and then ask for repayment of the unrecovered General Provident Fund Advance;

- (b) If the net proceeds under the policy as explained above fall short of the unrecovered General Provident Fund advance, the Accounts Officer shall realize the net proceeds and then try to recover the balance out of the unrecovered General Provident Fund advance from the subscriber.
- (c) If the policy becomes a claim by death before the completion of the process of recovery, the Accounts Officer shall, without referring the matter to the Government, re-assign or makeover the policy as in Rule 26 (2) of the General Provident Fund Rules.

Decision No. (4), - Thus, cases of encumbrance arising out of operation of non-forfeiture clause of a policy would not come within the purview of Rule 29 of the General Provident Fund Rules, but Rule 28 would continue to apply to such cases.

Decision No. (5). - The above decision would also equally apply to policies advanced from the General Provident Fund.

**30. Wrongful use of money withheld or withdrawn.** - Notwithstanding anything contained in these rules, if the sanctioning authority is satisfied that money withheld or withdrawn from the fund under clause (a) or clause (b) of Rule 19 has been utilised for a purpose other than that for which sanction was given to the withholding or withdrawal of the money, the amount in question, shall forthwith be repaid or paid, as the case may be, by the subscriber to the fund, or in default, be ordered to be recovered by the deduction in one sum from the emoluments of the subscriber even if he be on leave. If the total amount to be repaid or paid, as the case may be, be more than half the subscriber's emoluments, recoveries shall be made in monthly installments of moieties of his emoluments till the entire amount is repaid or paid, as the case may be, by him.

*NOTE* - The terms "emoluments" in this rule does not include substance grants.

#### **FINAL WITHDRAWAL OF ACCUMULATIONS IN THE FUND**

**31. Final withdrawal of accumulations in the fund.**- When a subscriber quits the service, the amount standing to his credit in the fund shall become payable to him;

Provided that a subscriber, who has been dismissed from the service and is subsequently re-instated in the service shall, if required to do so by the Government, repay any amount paid to him from the fund in pursuance of this rule, with interest thereon at the rate provided in Rule 11 in the manner provided in the proviso to Rule 32. The amount so repaid shall be credited to his account in the fund.

*Explanation I.* - A subscriber who is granted refused leave shall be deemed to have quit the service from the date of compulsory retirement or on the expiry of an extension of service.

*Explanation II.* - A subscriber, other than one who is appointed on contract or one who has retired from the 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.

*NOTE.* - Transfers shall include cases of resignations from service in order to take up appointment in another department of the State Government or under the Central Government without any break and with proper permission of the State Government. In cases where there has been a break in service it shall be limited to the joining time allowed on transfers to a different station. The same shall hold good in cases of retrenchment followed by immediate employment whether under the same or different Government.

### **State Government's Decisions:**

Decision No. (1). – **Advance of pay and amount, embezzled not recoverable from Provident Fund** – Money due on account of advance of pay cannot be legally deducted from the general Provident Fund balance of a deceased subscriber, nor money found after the death of an officer to have been embezzled by him during his life time.

Decision No. (2). - **Recovery of Government dues and final payment of G.P.F not to be mixed up.**- It is in consistent with Section 3 (1) of the Provident Funds Act,1925 for Government to deduct any amount due to them by a subscriber from his accumulations in the General Provident Fund at the time of his retirement, or from undisbursed General Provident Fund accumulations payable to a subscriber's nominees in the event of subscriber's death in service or after retirement, as the case may be, even though the consent of the subscriber or nominee may have been obtained.

In cases where the subscriber or nominee is willing to repay the amount due to Government, the best course is to treat the repayment as a second transaction. The whole of the money should first be paid intact and without any compulsion. Thereafter the payee may be called upon to made good the Government dues.

Decision No (3). – **Immunity against deduction not applicable to liabilities incurred by nominees.**- The immunity provided be Section 3 (1) of the Provident Funds Act against deductions from accumulations in a Provident Funds of any debt incurred or liability owed does not extend to the liabilities incurred by the subscriber's nominee after the subscriber's death. This is because the express provision in Section 3 of the Act referred to, that the balance in the Fund shall be free from any liability incurred by the subscriber or the dependent before the death of the subscriber, may be taken to imply that it is not free from liability incurred after the death. Had the intention been to ensure payment to the dependent, without any deduction of any kind whatever, the Act could very well have expressly provided so. In the kind circumstances the Provident Fund balances vesting in a dependent after the subscriber's death, and where such debts are due to the Government by whom the balances are payable they could be set off against liable to attachment for death incurred by the dependent such balances under the general law relating to the setting off of claims and counter-claims between the two parties.

### **32. Retirement of Subscriber –**

(a) when a subscriber has proceeded on leave preparatory to retirement or if he is employed in a vacation department, on leave preparatory to retirement combined with vacation, or

(b) while on leave, has been permitted to retire or been declared by a competent medical authority to be unfit for further service, the amount standing to his credit in the Fund shall, upon application made by him in that behalf to the Accounts Officer, become payable to the subscriber:

Provided that the subscriber, if he returns to duty, shall, except where the Government decides otherwise, repay to the Fund for credits in the account, the amount paid to him from the Fund in pursuance of this rule with interest thereon at the rate provided in Rule 11 in cash or securities or partly in cash and partly in securities, by installments or otherwise, by recovery from his emoluments or otherwise, as may be directed by the authority competent to sanction an advance for the grant of which, special reasons are required under sub-rule 3 of Rule 13.

**33. Procedure on death of a subscriber** – On the death of a subscriber before the amount standing to his credit has become payable, or there the amount become payable, before payment has been made;

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

(i) When the subscriber leaves a family –

- (a) if a nomination made by the subscriber in accordance with the provisions of Rule 5 or the corresponding rule heretofore in force in favour of a member or members of his family subsists, the amount standing to his credit in the Fund or the part thereof to which the nomination relates shall become payable to his nominee or nominees in the proportion specified in the nomination,
- (b) if no such nomination in favour of a member or members of the family of the subscriber, subsists or if such nomination relate only to a part of the amount standing to his credit in the Fund, the whole amount or the part thereof to which the nomination does not relate, as the case may be, shall notwithstanding any nomination purporting to be in favour of any person or persons other than a member or members of his family, become payable to the members of his family in equal shares;

Provided that no share shall be payable to –

- 1) sons who have attained majority;
- 2) sons of a deceased son who have attained majority;
- 3) married daughters whose husbands are alive;
- 4) 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), (2), (3) and 4:

Provided further that the widow or widows and the child or children of a deceased son shall receive them between 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 (1) of the first proviso.

(ii) When the subscriber leaves no family, if a nomination made by him in accordance with the provisions of Rule 5 or of the corresponding rule here-to-force in force in favour of any person or persons subsists, the amount standing to his credit in the Fund or the part thereof to which the nomination relates, shall become payable to his nominee or nominees in the proportion specified in the nomination.

**State Government's Decisions:**

Decision No. (1). – **Disbursement of provident Fund moneys to person on behalf of minors** – The payment of provident fund moneys to the extent Rs. 5,000 (or first Rs.5,000 where the amount payable exceeds Rs. 5,000 on behalf of the minor (s) can be made to his/their natural guardian or where no natural guardian exists to the person considered fit by the Head Office to receive payment on behalf of the minor (s) without requiring him to produce a guardianship certificate. The person receiving payment on behalf of the minors should be required to execute a bond signed by two sureties agreeing to indemnify Government against any subsequent claim. The balance in excess of Rs.5,000,

if any would be paid in accordance with the normal rules. Form to execute the Bond of indemnity is given below.

It is essential, however, that in the absence of a natural guardian there should be adequate *prima facie* grounds for making payment to the person claiming it. Such ground can exist only if he/she is shown by a sworn declaration to be de-facto guardian and his/her *bona fides* have been ascertained. Even if a guardian has not yet been appointed by the Court, if the minor and his property are in the custody of some person, such person is in law a *de-facto* guardian. The authorities making payment should therefore require the person who comes forward to claim payment on behalf should therefore require the person who comes forward to claim payment on behalf of the minor to satisfy them by an affidavit that he is in charge of the property of the minor has no property other than the Provident Fund money the minor is in his custody and care. The affidavit is to be produced in addition to the indemnity bond with suitable sureties.

**Form of Bond of Indemnity for drawal of Provident Fund money due to the minor child/children of deceased Subscriber by a person other than its/their natural guardian (to the extent of Rs.5, 000)**

KNOWALL MEN by these presents We (a)..... (hereinafter called 'obligator') son/daughter/wife of ..... resident of ..... and (b) (1)..... /son/daughter wife of ..... and resident of .....and (b) (2)... .. /son/daughter of ..... And resident of ..... (hereinafter called the sureties), Sureties on her/his/their behalf are held firmly to the Governor of Meghalaya ..... (hereinafter called the 'Government') in the sum of Rupees ..... (in words and figures) to be paid to the Government or his successors or assigns for which payment to be well and truly made, each of us severally binds himself and his heirs, executors, administrators and assigns an every two and all of us jointly bind ourselves and our respective heirs, executors, administrators and assigns firmly by these presents.

Signed this day of ..... one thousand, nine hundred and .....

WHEREAS (c) ..... Was at the time of his death a subscriber to the General Provident Fund and whereas the said (c) ..... Died on the day of ..... One thousand, nine hundred and ..... and a sum of Rupees ..... (in words and figures) payable by Government on account of his General Provident Fund accumulations AND WHEREAS the above bounden Obligator claim (s) ..... the said sum on behalf of the minor child/children of the said (c) ..... but has/have not obtained a guardianship certificates.

AND WHEREAS the obligator (s) has/have satisfied the (d)..... (Officer concerned) that he/she/they is/are entitled to the aforesaid sum and that it would cause undue delay and hardship if the claimant were required to produce a guardianship certificate and WHEREAS Government desire to pay the said sum to the claimant but under Government rules and orders it is necessary that the claimant should first execute a bond with two sureties to indemnity Government 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 which the obligator and at hi/her request the sureties have agreed to do.

NOW THE CONDITION of this bond is such that if after payment has been made to the claimant the Obligor or Sureties shall in the event of a claim being made by any other persons against Government with respect to the aforesaid sum of Rs..... refund to Government the sum of Rupees..... and shall otherwise indemnity and keep the Government harmless and indemnified 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 obligations shall be void but otherwise the same shall remain in full force, effect and virtue. The Government have agreed to bear the stamp duty, if any, chargeable on these presents.

IN WITNESS WHEREOF the obligator and the Surety/Sureties hereto have set and subscribed their respective hand hereunto on the day, month and year above written.

Signed by the above named 'Obligor' in the presence of

(1) \_\_\_\_\_

\_\_\_\_\_

(2) \_\_\_\_\_

\_\_\_\_\_

Signed by the above named 'Surety/Sureties'

(1) \_\_\_\_\_

\_\_\_\_\_

(2) \_\_\_\_\_

\_\_\_\_\_

in the presence of

\_\_\_\_\_

(Name and designation of the witness)

Accepted for and on behalf of the Governor of Meghalaya by

(Name and designation of the officer directed or authorised in pursuance of Article 299 (1) of the Constitution to accept the bond for and on behalf of the Governor.)

Decision No. (2) – **Payment to legal representative on proper identity** – It is not legally necessary in every case that probate, letters of administration or a succession certificate should be taken out in order to confer a title upon the heirs. It is a question of identity and if the identity of the legal representative can be established beyond doubt payment can be made to the legal representative, without the production of probate, letter of administration or a succession certificate, as the case may be. The difficulty is to establish identity and in any case when probate, letters of administration or succession certificates are not produced the case should be referred to the Government of Meghalaya.

**34. Deposit-linked Insurance Scheme.-** (1) On the death of a subscriber in service, the person (s) eligible to receive Provident Fund balance in terms of the relevant rules will be sanctioned an additional amount equal to the average balance in the account of the deceased Government servant in the Fund during the three years immediately preceding the death of the employee subject to the provisions of sub-para (ii) below:-

(ii) The above benefit will be available subjects to the fulfillment of the following conditions:-

(a) The balance in the account of the Government servant should not have fallen below the following limits at any time during the three years preceding the date of death:-

Class I	...	Rs. 4,000
Class II	...	Rs. 2,500
Class III	...	Rs. 1,500
Class IV	...	Rs. 1,000.

(b) The upper limit upto which the benefit of insurance cover will be available will be Rs.10, 000. Thus, any amount in excess of Rs.10, 000 in the Fund will be disregard for the purpose of the extra benefit.

(c) The benefit would be admissible only if an employee has put in at least five years' service at the time of death.

*Note 1* – The average balance shall be worked out on the basis of balance at the credit of the subscriber at the end of each of the 36 months preceding the month in which the death occurs. For this purpose, as also for checking the minimum balance prescribed above-

(a) the balance at the end of March shall include the annual interest credited in terms of Rule 11; and

(b) if the last of the aforesaid 36 months is not March, the balance at the end of the said last month shall include interest in respect of the period from the beginning of the financial year in which occurs to the end of the said last month.

*Note 2* – Payments under this scheme should be in whole rupees. If an amount due includes a fraction of a rupee, it should be rounded to the nearest rupee (50 paise counting as the next higher rupee).

*Note 3* – Any sum payable under this scheme is in the nature of insurance money and therefore, the statutory protection given by Section 3 of Provident Funds, Act, 1925 (Act of 1925) does not apply to sums payable under this scheme.

*Note 4* – This scheme also applies to those subscribers to the Fund who are transferred to an autonomous organisation consequent upon conversion of a Government Department into such a body and who, on such transfer, opt, in terms of option given to them, to subscriber to this Fund in accordance with these rules.

*Note 5* - The Budget estimates of expenditure in respect of this scheme will be prepared by the Accounts Officer responsible for maintenance of the accounts of the Fund having regard to the trend of expenditure, in the same manner as estimates are prepared for other retirement benefits.

**State Government's Decision:**

Decision No. (1) - **Death of a subscriber after the working hours of the last working day but before 12 midnight of the calendar day to be treated as "death while in service."** – It has been decided that the death of a subscriber to Provident Fund after the normal working hours of the last working day before 12 midnight of the calendar day in a case of death, while in service entitling the nominee of the subscriber to the benefit of deposit – linked insurance scheme subject to the fulfillment of the prescribed condition of the scheme.

Decision No. (2) – **Mode of Payment.** – With a view to obviate any delay in making the payment, it has been decided that the Accounts Officer will authorise the payment of additional benefit provided in the scheme to the person (s) entitled to receive the Provident Fund money at the time of making final payment of the Provident Fund balance, without any further sanction.

Decision No. (3) – **Maximum limit not to be applied at every stage.**- A doubt was raised whether the maximum limit of Rs.10,000 is to be applied after arriving at the average of thirty six months or the amount (balance) in excess of Rs.10,000 has to be disregarded at every stage while computing the average, when the balance is in excess of Rs.10,000 during some months and less than Rs.10,000 during other months.

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It is clarified that the maximum limit of Rs. 10,000 is to be applied after arriving at the average of thirty six months and not at average stage.

**35. Manner of payment of amount in the Fund** – (1) When the amount standing to the credit of a subscriber in the Fund becomes payable, it shall be the duty of the Accounts Officer to make payment on receipt of a written application in this behalf as provided in sub-rule (3).

(2) If the person to whom under these rules, any amount or policy is to be paid, assigned or reassigned or delivered is a lunatic for whose estate a manager has been appointed in this behalf under the Indian Lunacy Act, 1912, the payment or reassignment or delivery shall be made to such manager and not to the lunatic.

Provided that where no manager has been appointed to whom the sum is payable is certified by a Magistrate to be a lunatic, the payment shall under the orders of the Collector be made in terms of sub-section (1) of Section 95 of the Indian Lunacy Act, 1912 to the person having charge of such lunatic and the Accounts Officer shall pay only the amount which he thinks fit to the person having charge of the lunatic and the surplus, if any, or such part thereof, as he thinks fit, shall be paid for the maintenance of such members of the lunatic's family as are dependent on him for maintenance.

(3) Payments of the amount withdrawn shall be made in India only. The persons to whom the amounts are payable shall make their own arrangements to receive payment in India. The following procedure shall be adopted for claiming payment by a subscriber, namely:-

- (i) To enable a subscriber to submit an application for withdrawal of the amount in the Fund the Head of Office shall send to every subscriber necessary forms either one year in advance of the date on which the subscriber attains the age of superannuation, or before the date of his anticipated retirement, if earlier, with

instructions that they should be returned to him duly completed within a period of one month from the date of receipt of the forms by the subscriber. The subscriber shall submit the application to the Accounts Officer through the Head of Office or Department for payment of the amount in the Fund. The application shall be made –

- (a) for the amount standing to his credit in the Fund as indicated in the Accounts Statement for the year ending one year prior to the date of his superannuation, or his anticipated date of retirement, or
- (b) for the amount indicated in his ledger account in case the Accounts Statement has not been received by the subscriber.
- (ii) The Head of Office/Department shall forward the application to the Accounts Officer indicating the recoveries effected against the advances which are still current and the number of installments yet to be recovered and also indicate the withdrawals, if any, taken by the subscriber after the period covered by the last settlement of the subscriber's account sent by the Accounts Officer.
- (iii) The Accounts Officer shall, after verification with the ledger accounts, issue an authority for the amount indicated in the application at least a month before the date of superannuation but payable on the date of superannuation.
- (iv) Authority mentioned in clause (iii) will constitute the first installment of payment. A second authority for payment will be issued as soon as possible after superannuation. This will relate to the contribution made by the subscriber subsequent to the amount mentioned in the application submitted under clause (i) *plus* the refund of installments' against advances which were current at the time of the first application.
- (v) After forwarding the application for final payment to the Accounts Officer, advance/withdrawal may be sanctioned but the amount of advance/withdrawal shall be drawn on an authorisation from the Accounts Officer concerned who shall arrange this as soon as the formal sanction of sanctioning authority is received by him.

*NOTE* – When the amount standing to the credit of a subscriber has become payable under Rules 31, 32 or 33 the Accounts Officer shall authorise prompt payment of the amount in the manner indicated in sub-rule (3).

#### **State Government's Decisions:**

Decision No. (1) - **Elimination of delays in the payment of Provident Fund balances** – Under Rule 35 (1) of the General Provident Fund Rules, and the corresponding provisions in other Provident Fund Rules when the amount standing to the credit of subscriber becomes payable, it is the duty of the Accounts Officer to make payment of the amount on receipt of written application in this behalf from the person who claims payment of the amount.

Decision No. (2) - It has been observed that in the case of a subscriber who dies while in service, the payment of the amount due to the nominee/nominees is sometimes delayed for the reason that the intimation about the death of the subscriber is not received by the Accounts Officer concerned promptly and there is also delay in submission of the required applications by the nominee/nominees. To obviate and reduce such delays, the Administrative Departments are requested to direct the Heads of Offices/Departments under them to take the following step:-

- (i) Intimation about the death of a subscriber while in service should be sent to the Accounts Officer promptly to enable him to initiate action for completion of the Provident Fund Account. The Accounts Officer may at the same time

be requested to inform the Head of Office/Department the details of nomination, etc., made by the deceased subscriber.

- (ii) Action should be taken to get the application for final payments of Provident Fund money from the nominee/family members of the subscriber for submission to the Accounts Officer without waiting for the legal heirs to initiate action.

### **RELAXATION OF RULES**

**36. Relaxation of the provisions of the rules in individual cases:-** When the Governor is satisfied that the operation of any of these rules causes or is likely to cause undue hardship to a subscriber he may, notwithstanding anything contained in these rules, deal with the case of such subscriber in such manner as may appear to him to be just and equitable.

### **PROCEDURE RULES**

**37. Number of account to be quoted at the time of the payment of subscription:-** When paying a subscription in India, either by deduction from emoluments or in cash, a subscriber shall quote the number of his account in the Fund, which shall be communicated to him by the Accounts Officer. Any change in the number shall similarly be communicated to the subscriber by the Accounts Officer.

**38. Annual statement of accounts to be supplied to subscriber.-** (1) As soon as possible after the close of each year, the Accounts Officer shall send to each subscriber a statement of his account in the Fund showing the opening balance as on the 1<sup>st</sup> April of the year, the total amount credited or debited during the year, the total amount of interest credited as on the 31<sup>st</sup> March of the year and the closing balance on that date. The Accounts Officer shall attach to the statement of accounts an enquiry whether the subscriber –

- (a) desire to make any alteration in any nomination made under Rule 5 or under the corresponding rule heretofore in force;
- (b) has acquired a family in cases where the subscriber has made on nomination in favour of a member of his family under the proviso to sub-rule (1) of Rule 5.

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

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

### **STANDING GOVERNMENTS INSTRUCTIONS**

Instruction No. (1) - **Rectification of discrepancies in provident Fund accounts of non gazetted Government servants** – It has been to the notice of the Government servant that in large number of cases the provident Fund accounts of State Government remains incomplete. It takes a long time to trace the missing credits/debits and set right the discrepancies in these accounts. The question of evolving a procedure for ensuring expeditious location and rectification of items of discrepancies has been examined and it

has been decided to lay down the following procedure for careful compliance by all concerned-

- (i) On receipt of the annual statements of accounts from the Accounts Officer, the Heads (of Offices) should distribute them promptly amongst the subscribers concerned and obtain acceptance of balance.
- (ii) If any subscriber finds that the balance at his credit as shown in the annual account statement is less than what he has actually subscribed/withdrawn or is otherwise incorrect, he should immediately submit a representation to the Accounts Officer concerned the Head of Office should record thereon a certificate indicating the month wise details of the subscriptions recovered from the salary of the subscriber during the year, or withdrawals made together with the particulars of the bills in which the recoveries/withdrawals were made.
- (iii) A consolidated intimation of acceptance of balances should be sent to Accounts Officer concerned within three months of the date of receipt of the annual accounts statement. The Accounts Officer will then immediately initiate action to locate the missing credits/debits and to adjust them in the subscriber's accounts in accordance with the procedure prescribed in this behalf by the Comptroller and Auditor-General and send necessary intimation to Head of Office.

#### INTERPRETATION

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

#### REPEALS AND SAVINGS

40. (1) The General Provident Fund (Assam Services) Rules as adapted and amended are hereby repealed.

(2) Notwithstanding such repeal anything done or any action taken or deemed to have been done or taken under the said rules shall so far as it is not inconsistent with these rules be deemed to have been done or taken under the corresponding provision of these rules.

#### FIRST SCHEDULE (RULE 5 (3)) FORMS OF NOMINATION

1. When the subscriber has a family and wishes to nominate one member thereof.

I hereby nominate the person mentioned below, who is a member of my family as defined in Rule 2 of the General Provident Fund Rules, to receive the amount that may stand to my credit in the Fund in the event of my death before that amount has become payment, or having become payable has not been paid.

Name and address of nominee	Relationship with subscriber	Age	Contingencies on the happening of which the nomination shall become invalid.	Name, address and relationship of the person/persons if any, to whom the right of the nominee shall pass in the event of his predeceasing the subscriber.

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

Two witnesses to signature

1.....

2.....

*Signature of subscriber.*

II. When the subscriber has a family and wishes to nominate more than one member thereof.

I hereby nominate the person mentioned below, who are members of my family as defined in Rule 2 of the General Provident Fund Rules, 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 the said amount shall be distributed among the said persons in the manner shown against their names:

Name and address of nominee	Relationship with subscriber	Age	Contingencies on the happening of which the nomination shall become invalid.	Name, address and relationship of the person/persons if any, to whom the right of the nominee shall pass in the event of his predeceasing the subscriber.

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

Two witnesses to signature

1.....

2.....

*Signature of subscriber.*

III. When the subscriber has no family and wishes to nominate one person.

I, having no family as defined in Rules 2 of the General 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 nominee	Relationship with subscriber	Age	Contingencies on the happening of which the nomination shall become invalid.	Name, address and relationship of the person/persons if any, to whom the right of the nominee shall pass in the event of his predeceasing the subscriber.
-----------------------------	------------------------------	-----	--	---

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

Two witnesses to signature

Signature of subscriber.

- 1.....
- 2.....

IV. When the subscriber has no family and wishes to nominate more than one person.

I having no family as defined in Rule 2 of the General Provident Fund Rules, 1985, 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 nominee	Relationship with subscriber	Age	Contingencies on the happening of which the nomination shall become invalid.	Name, address and relationship of the person/persons if any, to whom the right of the nominee shall pass in the event of his predeceasing the subscriber.
-----------------------------	------------------------------	-----	--	---

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

Two witnesses to signature

Signature of subscriber.

- 1.....
- 2.....

**SECOND SCHEDULE (RULE 13)**  
**AUTHORITIES COMPETENT TO GRANT TEMPORARY ADVANCE**

1. An advance for the grant of which, special reasons are not required under clause (3) of Rule 13 may be sanctioned by the head of the office in the respect of officers and establishment under his control or if the applicant himself is the head of the office by the administrative authority next higher to the Applicant.

2. An advance for the grant of which, special reasons are required under Sub-rule (3) (c) of Rule 13 may be sanctioned by a department of the State Government and Heads of Departments whose names are declared in the Meghalaya Subsidiary Rules as such in respect of officers and establishment under their control.

Provided that when in any particular case the authority mentioned in the above list is also the authority competent to sanction an advance for the grant of which special reasons are not required under Sub-rule (3) of Rule 13, the advance from the Provident Fund may be sanctioned only by the next higher administrative authority.

*Explanation* – The “next higher administrative authority” to a Department of the State Government is the Government in the Finance Departments:

Provided further that in the case of an applicant who is the head of Department himself, the advance for the grant of which special reasons are required will be sanctioned by the authority next higher to that which is competent to sanction to the applicant and advance for the grant of which special reasons are not required.

3. In respect of any person serving connection with the affairs of a state, the authority competent to grant an advance for which special reasons are not required under sub-rule (3) of Rule 13, as well as for grant of an advance for which special reasons are required under sub-rule (3) of Rule 13 shall be the State Government.

THIRD SCHEDULE [RULE 24 (1)(a)]

FORMS OF ASSIGNMENT

FORM (1)

I, A, B, of ..... hereby assign unto the Governor of Meghalaya the within policy of assurance as security for payment of all sums which under Rule 28 of the General Provident Fund Rules, I may hereafter become liable to pay to that fund.

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

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

Station.

Signature of Subscriber

One witness to signature.

FORM (2)

We, A, B (the subscriber) of..... And C, D. (the joint assured) of ..... of ..... in consideration of the Governor of Meghalaya agreeing at our request to accept payments towards the within policy of assurance in substitution for the subscriptions payable by me the said A.B. to the General Provident Fund (or, as the case may be, to accept the withdrawal of the sum of Rs..... from the sum to the credit of the said A.B. in the General Provident Fund for payment of the premium of the within policy of assurance), hereby jointly and severally assign unto the said Governor of Meghalaya the within policy of assurance as security for payment of all sums which under Rule 28 of the General Provident Fund Rules, the said A.B. may hereafter become liable to pay to that fund.

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

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

Station.

Signature of Subscriber  
and  
the Joint Assured

One witness to signature

FORM (3)

I, C, D., wife of A,B, and the assignee of the within policy, having at the request of A.B., the assured, agreed to release my interest in the policy in favour of A,B. in order that A B, may assign the policy to the Governor of Meghalaya, who has agreed to accept payments towards the within policy of assurance in substitution for the subscriptions payable by A.B. to the general provident Fund hereby at the request and by the direction of A.B. assign and I, the said A.B. assign and confirm unto the Governor of Meghalaya the within policy of assurance as security for payment of all sums which under Rule 28 of the rules of the said fund the said A.B. may hereafter become liable to pay to the fund.

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

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

Signature of the Assignee and the Subscriber

Station.

One witness to signature

FORM (4)

Form of single tenant assignment to be used in case where a subscriber to the..... Provident Fund who has effected an insurance policy under the rules of that fund is admitted to the General Provident Fund.

I,.....of..... hereby further assign unto (subscriber's name) (subscriber's address) the Governor of Meghalaya the within policy of assurance as security for the payment of all sums which under Rule 28 of the General Provident Fund Rules, the said..... May hereafter become Provident Fund Rules, the said ..... may hereafter become (subscriber's name) liable to pay to the General Provident Fund.

I hereby certify that except an assignment to the Governor of Meghalaya/of..... as security for payment of all sums which the said..... has become liable to pay under (subscriber's name) Rule..... of the .....Provident Fund Rules, no prior assignment of the within policy exists.

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

Station .....

One witness.....

Signature of the subscriber.

FORM (5)

Form of joint tenant assignment to be used in case where a subscriber to..... Provident Fund who has effected an insurance policy under the rules of that fund is admitted to the General Provident Fund.....

We.....of.....and..... wife of.....hereby jointly and severally by further assign unto the Governor of Meghalaya the within policy of assurance as a security for the payment of all sums which under Rule 28 of General Provident Fund Rules, the said..... May hereafter (subscriber's name) after become liable to pay to the General Provident Fund.

We hereby certify that except an assignment to the Governor of Meghalaya..... as security for payment of all sums which the said.....has become liable to pay under (subscriber's name) Rule.....of the .....Provident Fund Rules, no prior assignment of the within policy exists.

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

Station .....

One witness.....

Signature of the subscriber and the joint tenant.



FORM

APPLICATION FORMS FOR FINAL PAYMENT OF BALANCES  
IN THE PROVIDENT FUND (FOR GAZETTED OFFICERS)

Form of Application for Final Payment/Transfer to Bodies Corporate/Other  
Governments of Balance in the .....

Provident Fund Account

To

The Accountant General,

.....

.....

(Through.....the Head of Office/Department)

Sir,

I am due to retire/have proceeded on leave preparatory to retirement for.....  
month/have been discharged dismissed/have been permanently transferred to.....  
have resigned finally from Government service under.....Government  
to take up appointment with.....and my resignation has been accepted,  
with effect from.....forenoon afternoon. I joined service with.....  
on .....forenoon/afternoon.

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

3. My specimen signature in duplicate, duly attested by another gazetted officer, is  
enclosed.

PART I

(To be filled in when the application for final payment submitted upto one year prior  
to retirement)-

4. I request that the amount of Rs.....standing to the  
credit in my General Provident Fund Account as indicated in the Accounts statement issued  
to me for the year.....(enclosed)/as appearing in my ledger account being  
maintained by you, may please be arranged to be paid to me through.....  
Treasury/Sub-Treasury.

5. Certified that I had taken the following advances in respect of which.....  
Installments of Rs.....are yet to be repaid to the fund account. I had taken the  
following final withdrawals:

Temporary advances

Final withdrawals

1. ....

.....

2. ....

.....

3. ....

.....

4. ....

.....

6. Certified that the following amounts were withdrawn by me to finance my Life Insurance Policy from my Provident Fund Account:

- 1. ....
- 2. ....
- 3. ....
- 4. ....

7. Certified that after the payment of first installment of my Provident Fund balance, I will apply for the payment of the subsequent installments in Part II of the form immediately on retirement.

Signature of the subscriber.  
Name and address.

CERTIFICATION BY THE HEAD OF OFFICE/DEPARTMENT

Certified that the above information has been verified from the records being maintained in this office and is correct.

Signature of Head of Office/Department.

PART II

To be submitted by the subscriber immediately after his retirement. This Part is also applicable in the case of subscribers who apply for final payment for the first time after the date of superannuation, discharge, resignation, etc.

4. In continuation of my application for final payment sent to you, vide No..... dated,.....I request that the balance in my Provident Fund Account may please be paid to me.

OR

I request that the entire amount at my credit with interest due under the rules may be paid to me through.....Treasury/Sub-Treasury/may be transferred to my Provident Fund Account. My Provident Fund Account No. is .....

5. A sum Rs.....(Rupees.....) 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.....enched on .....at .....Treasury/Sub-Treasury.

6. I certify that I have neither drawn any temporary advance nor made any final withdrawal from my Provident Account during the 12 months immediately preceding the date of my quitting service under.....

OR

Details of the temporary, advances drawn by me/final withdrawals made by me from my Provident Fund Account during the 12 months proceeding the date of my quitting service under.....Government/proceeding on leave preparatory to retirement or thereafter are given below:

Amount of advance	Date
1. ....	.....
2. ....	.....

7. I hereby certify that no amount was withdrawn/the following amounts were withdrawn by me from my Provident Fund Account during the 12 months immediately preceding the date of my quitting service under.....Government/proceeding on leave preparatory to retirement or thereafter for payment of insurance premia or for the purchase of a new policy.

No.	Amount	Date
1.	.....	.....
2.	.....	.....

8. The particulars of the Life Insurance Policies financed by me from the Provident Fund which are to be released by you are given below:

Policy	Name of the Company	Sum assured
1. ....	.....	.....
2. ....	.....	.....
3. ....	.....	.....
4. ....	.....	.....

Yours faithfully,

Station:

Signature.....

Date:

(Name and address).....

CERTIFICATE BY THE HEAD OF OFFICE/DEPARTMENT

Forwarded in continuation of endorsement No.....

Dated.....

1. (a) 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/her Provident Fund Account during the 12 months immediately preceding the date of his/her quitting service under.....Government/proceeding on leave preparatory to retirement or thereafter.

2. It is certified that after due verification with reference to the records in my office, the following temporary advance/final withdrawal were sanctioned to an drawn by the applicant from his/her Provident Fund Account during 12 months immediately preceding the date of his/her quitting service under.....Government/proceeding on leave preparatory to retirement of thereafter.

	Amount of advance/withdrawal	Date	Voucher number
1.	.....	.....	.....
2.	.....	.....	.....

3. It is certified that no demands/following demands of Government are due for recovery.

4. Certified that he/she has not resigned from Government service with prior permission of the State Government to take up an appointment in another Department of the State Government or under a Central Government or under a body corporate owned or controlled by the Central.

(Signature of the Head of Office/Department.

FORM – B

FOR NON-GAZETTED OFFICERS

Form of Application for, Final Payment/Transfer to Corporate Bodies/Other Government of Balances in the.....Provident Fund Account.

To

The Accountant General,  
 .....  
 (Through the Head of Office)

Sir,

I am to retire/have retired/have proceeded on leave preparatory to retirement for... months/have been discharged/dismissed/have been permanently transferred to ...../have resigned finally from Government service/have resigned service under ..... Government service/have resigned service under.....Government to take up appointment with.....and my resignation has been accepted with effect from

..... Forenoon/afternoon. I joined service with.....on.....  
forenoon/afternoon.

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

3. I desire to receive payment through my office/through.....  
..... Treasury/Sub-Treasury. Particular of my personal marks of identification, left hand thumb and finger impressions (in the case of illiterate subscribers) and specimen signature in the case of literate subscriber) in duplicate, duly attested by a gazetted Officer of the Government, are enclosed.

PART I

(To be filled in when the application for final payment is submitted upto one year prior to retirement)

4. I request that the amount of Rs.....standing to the credit in my General Provident Fund Accounts Statement issued to me for the year.....(enclosed) as appearing in my ledger amount being maintained by you.....Treasure/Sub-Treasury/Head of Office, may please be arranged to be paid to me as first installment of final payment.

5. The under mentioned Life Insurance Policies were being financed by me from my Provident Fund Account:

Policy	Name of the Company	Sum assured
1. ....	.....	.....
2. ....	.....	.....
3. ....	.....	.....

6. After payment of the first installment of my Provident Fund balance. I will apply for the payment of subsequent installments in PART II of the form immediately on retirement.

Yours faithfully,

Signature.....

Station.....

Name.....

Date .....

Address.....

This applies only when payment is not desired through the Head of Office.

(FOR USE BY HEADS OF OFFICES)

Forwarded to the Accountant General .....  
for necessary action.

2. The Provident Fund Account No. .... of Shri/Shrimati/Kumari (as  
verified from the Statements furnished to him/her from year to year) is .....

3. He/She is due to retire from Government Service on .....

4. Certified that he/she had taken the following advances in respect of which  
..... installment of Rs..... are yet to be recovered and credited to the Fund  
Account. The details of the final withdrawals granted to him/her are also indicated below.

Temporary advances	Final withdrawals.
1. ....	.....
2. ....	.....
3. ....	.....
4. ....	.....

5. Certified that the following amount were withdrawals from his/her account to  
finance the Life Insurance Policy:

1. ....	.....
2. ....	.....
3. ....	.....
4. ....	.....

.....

Signature of the Head of Office.

PART III

(To be submitted by the subscriber immediately after his retirement. This part is also applicable in the case of subscribers who apply for final payment for the first time after the date of superannuation, discharge, resignation, etc)

In continuation of any earlier application, dated.....for the final payment of the Provident Fund balances, I request that the entire balance at my credit with interest due under the rules may be paid to me.

OR

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

Signature.....

Name.....

Address.....

(FOR USE BY HEADS OF OFFICES)

Forwarded to the Accountant General.....for necessary action/in continuation of endorsement No.....dated.....

2. He/She has finally retired/will proceed on leave preparatory to retirement for ..... months/has been discharged/dissmised/has been permanently transferred to ...../has resigned finally from Government service/has resigned service under.....Government to take up appointment with.....and his/her resignation has been accepted with effect from ..... forenoon/afternoon. He joined service Rs.....

3. The last fund deduction was made from his/her pay in this office Bill No....., dated.....for Rs. .... (Rupees.....) cash voucher No. .... of.....Treasury, the amount of deduction being Rs. .... And recovery on account of refund of advance Rs.....

4. Certified that he/she was neither sanctioned any temporary advance or any final withdrawal from his/her Provident Fund Account during the 12 months immediately preceding the date of his/her quitting service under Government/proceeding on leave preparatory to retirement or thereafter.

OR

Certified that the following temporary advances/final withdrawals were sanctioned to him/her and drawn from his/her Provident Fund Account during the 12 months immediately preceding the date of his/her quitting service under Government/proceeding on leave preparatory to retirement or thereafter.

Amount of advance/ withdrawal	Date	Voucher number
1. ....	.....	.....
2. ....	.....	.....
3. ....	.....	.....

5. Certified that no amount was withdrawn/the following amounts were withdrawn from his/her Provident Fund Account during the twelve months immediately preceding the date of his/her quitting service under Government/proceeding on leave preparatory to retirement or thereafter for payment of Insurance Premia or for the purchase of a new policy.

Amount of advance/ withdrawal	Date	Voucher number
1. ....	.....	.....
2. ....	.....	.....
3. ....	.....	.....

6. It is certified that no demands/following demands of Government are due for recovery.

7. Certified that he/she has not resigned from Government service with prior permission of the State Government to take up an appointment in another Department of the State Government or under a Central Government or under a body corporate owned or controlled by the Central.

.....  
Signature of Head of Office/Department,

FORM "C"

Form of application for Final Payment of Balances in the Provident Fund Account of a SUBSCRIBER to be used by the nominee or any other claimants where a nominations subsists

To

The Accountant General,

.....

(Through the Head of Office)

Sir,

It is required that arrangements may kindly be made for the payment of the accumulations in the ..... Provident Fund Account of Shri/Shrimati.....  
..... The necessary particulars required in this connection are given below:

1. Name of the Government servant ...
2. Date of birth ... ..
3. Post held by the Government servant ...
4. Date of death ... ..

5. Proof of death in the form of death certificate issued by the municipal authorities, etc., if available.
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, if known ....
8. Details of the nominees alive on the date of death of the subscriber if a nomination subsists ... ..

Name of the nominee	Relationship with the subscriber	Share of the nominee
1. ....	.....	.....
2. ....	.....	.....
3. ....	.....	.....
4. ....	.....	.....

9. In case the nomination is in favour of a person other than a member of the family if the subscriber

Name	Relationship with the subscriber	Age on the date of death
1. ....	.....	.....
2. ....	.....	.....
3. ....	.....	.....

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

Name	Relationship with the subscriber	Age on the date of death
1. ....	.....	.....
2. ....	.....	.....
3. ....	.....	.....

11. In the case of amount due to a minor child whose mother (widow of subscriber) is not a Hindu, the claim should be supported by Indemnity Bond or Guardianship Certificate, as the case may be.

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

Name	Relationship with the subscriber	Address
1. ....	.....	.....
2. ....	.....	.....
3. ....	.....	.....

13. Religion of the claimant (s).

14. The payment is desired through the office of...../through the.....Treasury/Sub-Treasury. In the connection the following documents duly attested by a Gazetted Officer in service/Magistrate are attached.

- (i) Personal marks of identification.
- (ii) Left/right hand thumb or finger impressions (in the case of illiterate claimants).
- (iii) Specimen signatures in duplicate (in the case of literate claimants).

Yours faithfully,

Station:.....  
Date:.....

(Signature of claimant)  
(Full name and address)

(FOR USE OF HEAD OF OFFICE/DEPARTMENT)

Forwarded to the Accountant General.....for necessary action.  
The particulars furnished above have been duly verified.

2. The Provident Fund Account No.....of Shri/Shrimati/  
Kumari.....(as verified from the annual statements furnished to  
him/her) is.....

3. He/She died on.....A death certificate issued by the Competent  
authorities has been produced/is not required in this case as there is no doubt his/her  
death.

4. The last fund deduction was made from his/her pay for the month of.....  
 Drawn in this office Bill No.....dated.....for Rs.....  
 (Rupees.....) cash voucher No.....of.....  
 Treasury, the amount of deduction being Rs.....and recovery, on account of  
 refund of advance of Rs.....

5. Certified that he/she was neither sanctioned any temporary advance nor any final  
 withdrawal from his/her Provident Fund Account during the 12 months immediately  
 preceding the date of his/her death.

OR

Certificate that the following temporary advance/final withdrawals were sanctioned  
 to him/her and drawn from his/her Provident Fund Account during the 12 months  
 immediately the date of his/her death.

Amount of advance/ withdrawal	Date	Voucher number
1. ....	.....	.....
2. ....	.....	.....

6. Certified that no amount was withdrawn/the following amounts were withdrawn  
 from his/her Provident Fund Account during the 12 months immediately preceding the date  
 of his/her death for payment of insurance permits or for the purchase of a new policy.

Policy number and name of the company	Amount	Date	Voucher number
1. ....	.....	.....	.....
2. ....	.....	.....	.....
3. ....	.....	.....	.....

7. It is certified that no demand of Government are due for recovery.  
 following demands

8. Certified that no advance/following advance sanctioned is due for recovery.

(Signature of the Head of Office/Department)

FORM 1

Proforma for application for advance from Provident Funds

Department of.....  
Department of...../Office

Application for advance from.....  
(Here enter the name of Fund)

- 1. Name of the subscriber ...
- 2. Account Number (with Departmental suffix) ...
- 3. Designation ...
- 4. Pay ...
- 5. Balance at credit of the subscriber on the date of application as below:-
  - (i) Closing balance as per statement for the year.....
  - (ii) Credit from.....to.....on account of monthly subscription.
  - (iii) Refunds
  - (iv) Withdrawals during the period from..... to.....
  - (v) Net balance at credit.
- 6. Amount of advance/outstanding, if any, and the purpose for which advance was taken by them. ...
- 7. Amount of advance required. ...
- 8. (a) Purpose of which the advance is required. ...  
(b) Rules under which
- 9. Amount of the consolidated advance (items 6 and 7) and number of monthly installments in which the consolidated advance is proposed to be repaid. ...
- 10. Full particulars of the pecuniary circumstances of the subscriber, justifying the application for the advance. ...

Signature of applicant

Name.....  
Designation.....

Dated:

Section Branch.....

## FORM II

*Proforma* for sanction of advance from Provident Funds

No.....

Department of...../Office

## ORDER

Sanction of the.....is hereby accorded under Rule.....of.....  
 ..... for the grant of an advance of Rs..... (Rupees.....)  
 to Shri/Shrimati/Kumari.....from his/her General Provident Fund Account  
 No .....to enable him/her to defray expenses on.....

2. The advance will be recovered in.....monthly installments of  
 Rs..... each, commencing from the salary for the months of.....  
 payable in.....

3. A sum of Rs.....(Rupees.....) out of advance  
 of Rs.....sanctioned in.....and paid to him/her in .....will  
 be outstanding till the commencement of the recovery of the consolidated amount as  
 specifying below. This amount together with the advance now sanctioned aggregating to  
 Rs..... will be recovered in .....monthly installments of Rs.....  
 each commencing from the salary for the month of .....payable in .....

4. The balance at the credit of Shri.....as on.....is  
 detailed below:-

(i) Balance as per account slip for the year	Rs.....
(ii) Subsequent deposits refunds of advance at the rate per month from.....to.....	Rs.....
(iii) Total of Columns (i) and (ii)	Rs.....
(iv) Subsequent withdrawals, if any.	Rs.....
(v) Balance as on date of sanction Columns (iii)-(iv)	Rs.....

5. This issues with concurrence of the Finance Department *vide* their U.O.  
 No....., dated.....

To.....

Sanctioning authority.

FORM III

Proforma for application for advance from Provident Funds

Department of.....  
Department of...../Office

Application for advance from.....  
(Here enter the name of Fund)

- 1. Name of the subscriber ...
- 2. Account Number ...
- 3. Designation (with departmental suffix) ...
- 4. Pay ...
- 5. Date of joining service and the date of superannuation ...
- 6. Balance at credit of the subscriber on the date of application as below:-
  - (i) Closing balance as per statement for the year.....
  - (ii) Credit from.....to.....on account of monthly subscription.
  - (iii) Refund made to the fund after the closing balance, *vide* (i) above.
  - (iv) Withdrawals during the period from..... to.....
  - (v) Net balance at credit. On the date of application.
- 7. Amount of withdrawal ...
- 8. (a) Purpose of which the withdrawal is required. ...  
(b) Rules under which request is covered.
- 9. Whether any withdrawal was taken for the same purpose earlier. If so, indicate the amount and the year. ...
- 10. Name of the Accounts Officer maintaining the Provident Fund Account.

Signature of Applicant

Name.....  
Designation.....  
Department/Branch.....

Dated:

## FORM IV

*Proforma* for application for advance from Provident Funds

Department of.....

Department of...../Office

To

..... (name of Accounts Officer maintaining the Provident Fund  
Account.....)

Subject: - Withdrawal from the..... (here enter the name of the Fund)  
by Shri.....

Sir,

I am directed to convey sanction of the.....under rule.....  
of the .....rules.....to the withdrawal by Shri.....(here enter the  
designation) of a sum of Rs.....(Rupees.....)  
from his.....fund account No.....(with departmental suffix) to enable him to  
meet expenditure.....

2. The amount of withdrawal does not exceed six months pay of Shri.....or  
half the amount at his credit/subscription in the .....fund  
account, whichever is less/three-fourth of the amount at the credit subscription of  
Shri.....in the .....fund account. His  
basic pay is Rs.....(as defined in F.Rs.)

3. It is certified that Shri.....is within 10 years of his  
retirement on superannuation/has completed twenty/twenty-five years of his Government  
service on.....

4. It is also certified that the total amount drawn including the withdrawal from the  
General Provident Fund from Government sources by Shri.....for house  
building purposes does not exceed the maximum limit prescribed from time to time for  
grant of advances for house building purposes.

5. The balance at the credits of Shri.....as on  
.....is detailed below:

(i) Balance as per accounts slip for the year.....	Rs.....
(ii) Subsequent deposits and refunds of advance at the rate.....per month from .....to.....	Rs.....
(iii) Total of columns (i) and (ii)	Rs.....
(iv) Subsequent withdrawal, if any	Rs.....
(v) Balance as on date of sanction columns (iii)(iv)	Rs.....

6. Shri.....was last sanctioned a part-final withdrawal by this Office for an amount of Rs.....*vide*.....after the account statement for the year.....Shri.....is understood (as stated by him) to have been last sanctioned a part-final withdrawal of Rs.....by .....

Yours faithfully,

Sanctioning authority

Copy forwarded to:

1. Accountant General, Meghalaya, Shillong for issue of necessary authority for drawal from.....Treasury.
2. Shri.....his attention is drawn to the provisions of the rule..... of General Provident Fund Rules according to which a subscriber who has been permitted to withdraw money from the fund should satisfy the sanctioning authority that the money has been utilised for the purpose for which it was withdrawn. A certificate to the effect that the withdrawal sanctioned above has been utilised for the purpose for which it has been sanctioned may, therefore, please be furnished within.....months of the drawal of the money.
3. Treasury Officer.

#### FORM C

Form of application for conversion of an advance into final withdrawal.

1. Name of the subscriber      ...      ...      ...      ...
2. Designation and office to which attached      ...      ...
3. Pay      ...      ...      ...      ...      ...      ...      ...
4. Name of the Provident Fund and Account Number ...
5. Balance at credit on the date of application  
(amount actually subscribed by him along with interest due thereon in the case of General Provident Fund subscriber)...      ...      ...      ...      ...
6. (a) Balance outstanding to be converted into final withdrawal  
(b) Interest due on the amount of advance taken.
7. (a) Purpose for which advance taken ...      ...      ...  
(b) Date of payment of the advance      ...      ...      ...  
(c) Amount of advance sanctioned      ...      ...      ...
8. Particulars of communication under which advance was sanctioned.

9. Whether any advance or final withdrawal has been drawn previously for the purpose mentioned above. If so, particulars thereof.

10. (a) Total service, including broken periods, if any, on date of this application.

(b) Period of service left on the date of application for attaining the age of superannuation.

(c) The date of superannuation.....

Place:

Date:

Signature of the applicant

No.

Dated.....

The above particulars have verified to be correct.

Signature and designation of recommending authority.

Sanction of the Competent Authority

No.

Dated.....

Sanction of.....is hereby conveyed/accorded under the Rule 18 of the General Provident Fund Rules, the conversion into final withdrawal of an amount of Rs.....(Rupees.....)being the outstanding balance out of the General Provident Fund advance of Rs.....sanction on .....19.....and drawn in Bill No.....of.....for the (purpose)..... to Shri/Shrimati/Kumari.....of the office of..... (General Provident Fund Account No.....).

Signature.....

Designation.....

Dated.....

No.

Copy forwarded to:

- (i)
- (ii)
- (iii) .....etc, etc.

Signature.....

Designation.....

Form of Application for withdrawals from Provident Fund for financing of Life Insurance Policies.

1. Name of the subscriber.....
2. Name of the Provident Fund and Account number.....
3. Balance at credit in the fund on the date of application.
4. Amount of withdrawal required (Premium notice to be attached, if available).
5. Name of the policy.
6. Name of the Insurance Unit to which the policy belongs.
7. Actual amount of premium ... ..
8. Mode of payment ... ..
9. Total number of policies financed ... ..
10. Whether Policy is assigned to the Government. If so, particulars of the acceptance of the policy by Audit Officer.
11. Particulars of the Audit officer in whose custody the policy is kept.
12. Particulars of the amount of withdraw last taken for the same purpose.

I undertake to submit the premium receipt within one month of withdrawal of the amount from Provident Fund.

Signature of Applicant

Designation:

Office:

Date:

No:.....

dated.....

Sanction of the .....is hereby accorded for the withdrawal of a sum of Rs. (Rupees ) to words the payment premium for the Life Insurance Policy No.

Certified that I am satisfied that the amount previously withdrawn on the same account by the subscriber has been utilised for the purpose for which it was intended and that the necessary premium receipt therefore has been duly enfacd by me/the previous Head of Office.

Signature and designation of the sanctioning authority.

Copy to the Accounts Officer.

---

A.B.SEN GUPTA  
Special Officer,  
Government of Meghalaya,  
Finance (R.R.) Department.

GOVERNMENT OF MEGHALAYA  
FINANCE (A.F) DEPARTMENT

\*\*\*\*\*

No.FEM.54/94/153,

Dated Shillong, the 16<sup>th</sup> <sup>August</sup> July, 2009.

From : Shri S. Kharmawphlang,  
Deputy Secretary to the Govt. of Meghalaya.

To

1. The Under Secretary to the Govt. of Meghalaya,
  - (i) Finance (E.A) Department
  - (ii) S.A.D. (A)
  - (iii) Election Department.
  - (iv) Planning Department.
2. All Heads of Department.
3. All Administrative Departments.



Subject : Violation of Meghalaya G.P.F. Rules, 1985 by some Sanctioning Authorities of the State.

Sir/Madam,

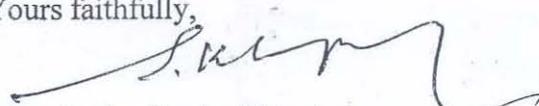
Cases have come to the notice of the Accountant General where Non-refundable advance/temporary advances were sanctioned by the Drawing & Disbursing Officers/Controlling Officers in excess of the G.P.F. balances available at the credit of the subscribers, which has resulted in minus balance against the subscribers.

In this connection, you are therefore, requested to issue strict directions to all Drawing & Disbursing Officer under your control not to sanction withdrawal/advances from G.P.F. in excess of the limits prescribes in the G.P.F. Rules, 1985, and to take immediate steps to recover the amounts from the subscriber where minus balance cases have been detected and also to route the sanctioning letters through the concern F.A's or F.A.O's.

Under no circumstances should withdrawals/advance be sanctioned to subscribers which would result on minus balance in their G.P.F. accounts.

Please ensure that such lapses do not reoccur in future.

Yours faithfully,

  
Deputy Secretary to the Govt. of Meghalaya,  
Finance (A.F) Department.

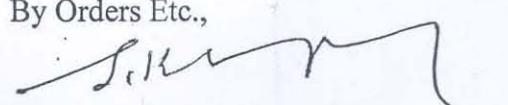
\*\*\*\*\*

Memo.No.FEM.54/94/153 - A,  
Copy to :-

Dated Shillong, the 16<sup>th</sup> <sup>August</sup> July, 2009.

1. The Accountant General (A&E), Meghalaya, Shillong for information with reference to D.O. No. MPF-1/Review/Minus balance/2009-10/741, dt. 15.6.2009.
2. Director of Accounts & Treasuries, Meghalaya, Shillong with reference to D.O. No.MPF-1/Review/Minus balance/2009-10/741, dt. 15.6.2009 enclosed for onward instruction to all the Treasuries Officers.

By Orders Etc.,

  
Deputy Secretary to the Govt. of Meghalaya,  
Finance (A.F) Department.

ABK  
11/8/09 3930  
11/8/09