

RAJASTHAN FINANCIAL CORPORATION
EMPLOYEES GENERAL PROVIDENT FUND REGULATIONS, 1990

CHAPTER—I

1. **Short Title** :- These Regulations shall be called the "R.F.C. Employees General Provident Fund Regulations, 1990".
2. **Date of application**.—These Regulations shall come into force w.e.f. 1-4-1987.
3. **Definitions**.—In these Regulations unless there is anything repugnant in the subject or context, :
 - (a) "Regulations" means Employees Provident Fund Regulation, 1958.
 - (b) "Pay" means basic pay only.
 - (c) "Family" Family shall have the same meaning as defined in the regulation 3(d) of the R.F.C. Employees Provident Fund Regulations, 1958.
 - (d) "Financial Year" means the year commencing on the first day of April.
 - (e) "Fund" means the R.F.C. Employees General Provident Fund, 1989.
 - (f) "Subscriber" means an employee of the Corporation who is required or is permitted to subscribe to the Fund under these Regulations.
 - (g) "Subscription" means any sum credited by or on behalf of an employee out of his wage/ salary etc. to the individual accounts of the employee in the Fund but it does not include any sum credited as interest.

All other definitions except above shall have the same meaning for the purpose of these regulations as defined in the R.F. C. Pension Regulations, 1989.

4. **Recovery of arrears of CPF** :- Recovery of arrears of C.P.F. if any, left unrecovered or withheld on account of suspension of the employee or on reinstatement after removal from service etc, shall be made in instalments being not less than the contribution of the current month or into lumpsum if the employee desires in writing.
5. **Administration** :- The fund shall be held by the Corporation and shall be administered by Chairman & Managing Director/ General Manager (F) of the Corporation.

Apart from this, the following points shall be kept in view in connection with administration of the fund accounts.

- (i) All expenses relating to the administration of the Fund shall be borne by the Corporation.
- (ii) The accounts of the fund will be maintained by Dy. G. M. (F&A) in such form and manner, as may be -prescribed from time to time by the Corporation.
- (iii) All sums paid to the fund or withdrawn from it under these Regulations shall be booked in the books of the Corporation to an account name "R.F.C. Employees General Provident Fund".

- (iv) The fund shall be operated upon jointly by the G M (F) and Dy. G. M. (F&A) or such officers as may be authorised by the Corporation.
- (v) The "Dy. G M (F&A) shall prepare budget estimates showing the probable receipts from the subscriptions, probable withdrawals and other expenditure from the Fund during the following financial year and shall be forwarded to the G. M. (Finance) on such date as may be fixed for the submission of the Budget estimate by the Board,
- (vi) The Dy. G. M. (F&A) shall furnish to the G. M.(F) such Accounts/ Returns relating to the Fund as may be prescribed by the Corporation.
- (vii) At the end of the each financial year an Income & Expenditure Account together with the balance sheet of the fund duly checked/audited by Chartered Accountant shall be laid down before the Board of Directors of the Corporation at a meeting to be held before 31st Dec., each year for their approval.
- (viii) The powers to interpret the provision of these Regulations shall vest in the G. M.(F) of the R.F.C.

Note: — 1. The M.D & G. M. (S), R.F.C. who at present being the trustee of the C.P.F. Trust and are required to sign all documents pertaining to withdrawal and maturity proceeds alongwith interest thereon shall continue to sign all such papers/documents as Trustee till all such securities/bond/deposits are fully recovered in the subsequent months/years even after implementation of the “Employees General Provident Fund Regulations”.

- 6. Transfer to G.P.F Fund by the Corporation:-The Corporation shall transfer the G.P.F. Subscription to the R.F.C. Employees G.P.F. Fund latest by 10th of succeeding month.

The employees share with interest except for those existing employees on the date of commencement of these regulations who have opted for continuing C.P.F. benefits shall be transferred to R.F.C. G.P.F. Fund.

The monthly accumulations of the fund shall be invested by the G. M. (F)/Dy. G. M. (F&A) with the State Government interest bearing P. D Account after keeping the funds to meet out the current liability of the month for G.P.F.

- 7. Membership, Nomination and Subscribers Accounts:- All employees of the Corporation who have opted for R.F.C. pensionary benefits shall be entitled to and required to become Member of the fund from the date/month from which these Regulations come into force or the date from which any employee enters into the service of the Corporation subsequently.
- 8. Subscriber of the Fund shall continue to be the member of the fund to the date he continues to be in the service of the Corporation.
- 9. Condition and mode of subscription.—Every subscriber shall subscribe monthly by way of deduction from salary to the fund in accordance with the rates specified in the Regulations, when on duty, foreign service, deputation, temporary transfer or leave other than leave without pay.

10. Amount of subscription.—The amount of subscription payable shall be on the rates prescribed by the State Government to its employees and as amended from time to time which is 10% of basic per month at present.

Further an employee at his option, may subscribe up to the maximum of his monthly pay under intimation to Dy. G. M. (P&A). Such contributions shall be rounded off to the multiple of hundred only. Such option shall invariably be exercised in March itself and shall stand valid for minimum of twelve months provided that :-

- (i) In the case of an employee under suspension, no subscription shall be recovered from the subsistence grant. If the subscriber is subsequently reinstated, he shall be allowed the option of paying it in lump sum or in instalment, each instalment being not less than the contribution of the current month. If an employee under suspension desires in writing for the contribution of his subscription out of the subsistence grant, he shall be allowed to do so.
 - (ii) In case a subscriber was on leave without pay, the emoluments will be those, which he would have received on the first day of duty after the expiry of such leave.
11. The amount of subscription of Employees General Provident Fund shall be transferred to the Dy. G. M. (F&A) by the Corporation within 10 days of close of month. All the Branch Managers/Dy. General Manager (R) or other officers delegated with such powers shall continue to furnish schedule to the Dy. G. M. (F&A). The present system of maintenance of the P. F. Accounts on the pattern of CPF in respect of deduction of the subscription pertaining to each financial year and loan recoveries shall continue to be maintained by Dy. G. M. (F&A), as usual in the H. O.
12. Every person except existing employee who is to become a subscriber of the fund, shall have to furnish to the Dy. G. M. (P&A) particulars concerning himself and his nominee required for the declaration in Form No. 2 through the Section Head / Deptt. / Head of Office/ Controlling Officer shall enter the particulars in the declaration form and obtain the signature or thumb impression of the person concerned.
13. Duties of Head of office.—Every Head of Office shall send to the Dy. G. M.(P&A) /(F&A) through Drawing Officers within 10 days of the close of each month a return in Form No. 5 of the employees qualifying to become subscribers of the fund for the first time during the preceding month together with the declaration in Form I furnished by such qualifying employees.
14. Allotment of Account Numbers.—On receipt of the information as referred to above the Dy. G. M. (F&A) shall promptly allot an account number to each employees and shall communicate the Account Number through the Head of Office.
15. (a) Nomination.—Each subscriber shall make in the declaration in Form 2 a nomination, conferring the right to receive the amount that may stand to his credit in the fund in the event of his death during service period or after retirement, if the employee dies without getting the payment.

- (b) A subscriber shall in his nomination distribute the amount in the form of percentage that may stand to his credit in the fund, amongst his nominees at his own discretion, if the nominees are more than one.
- (c) If, a subscriber has a family at the time of making a nomination, the nomination shall be in favour of one or more persons belonging to his family. Any nomination made by such subscriber in favour of a person not belonging to his family shall be invalid.
- (d) If at the time of making a nomination, the subscriber has no family the nomination may be in favour of any person or persons but if the subscriber subsequently acquires a family such nomination shall forthwith be deemed to be invalid and the subscriber shall make a fresh nomination in favour of one or more persons belonging to his family.
- (e) A nomination made under sub-rule (a) may at any time be changed by the subscriber by a written notice of its cancellation and a fresh nomination in Form 3.

If the nominee predeceases the subscriber, the right of the nominee shall revert to the subscriber who shall make a fresh nomination in respect of such right.

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

16. Subscriber's Account—A separate account with separate number shall be opened in the name of each subscriber in which shall be credited/debited:—

- (i) His subscription ;
- (ii) Loans & Advances paid;
- (iii) Loan recoveries;
- (iv) The interest as provided in Rule 19 on the employees subscription.

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

17. Interest .—The Dy. G. M. (F&A) shall credit to the account of each of subscriber interest. at such rate as may be declared by Government of Rajasthan for the members of General Provident Fund Scheme of the Government employees.

- (i) Interest for the period of currency of the account shall be allowed on the balance standing to the credit of the subscriber on the first day of April falling within the period of currency,
- (ii) In the case of a claim for the refund under Rules 34 or 35 interest shall be payable upto the end of the month preceding the date on which the full payment is authorised irrespective of the date of receipt of the claim from the claimant concerned. Provided that the rate of interest to be allowed on claims for refund

for the broker currency period shall be the rate fixed for year in which the refund is authorised.

18. The aggregate amount of interest credited to the account of the subscribers shall be debited to the interest paid account.
19. Annual Statement of Accounts - (1) As soon as possible after the close of each year, the Dy. G. M. (F&A) shall send to each subscriber a statement of his account in the Fund in Form .No. 8 showing the opening balance at the beginning of the year , the total amount credit during the year, the total amount of interest credited during the year, loan paid, loan recoveries, if any, and closing balance at the end of the year.
 - (2) The Dy. G. M. (F&A) shall indicate in the statement of account an enquiry whether the subscriber desires to make any alteration in the nomination already made under regulation.
 - (3) Subscribers should satisfy themselves as to the correctness of the Annual Statement and errors should be brought to the notice of the Dy. G..M. (F&A) within six months of the receipt of the statement.

CHAPTER-II

PAYMENTS & WITHDRAWALS FROM THE FUND

20. Advance an withdrawals from the fund:— (A) temporary advance may be granted to a subscriber from the amount standing to his credit in the fund at the discretion of the authority specified in Schedule —I subject the following conditions:—
 - (i) That the subscriber shall satisfy the authority of the necessity for' the advance;
 - (ii) that authority shall record in writing the reasons for granting the advance;
 - (iii) the advances shall in no case exceed 75 percent of the amount of Subscription and interest thereon standing to 'the credit of the subscriber in the fund at the time where the advance is granted. It shall not except for special reasons, ordinarily exceed the limit of 6 months pay and;
 - (iv) that the advance is required for:-
 - (a) Paying the passage of the subscriber when proceeding on leave out of India on Medical certificate or returning after such absence, or
 - (b) Pay the passage of his family coming from outside India to join him or proceeding out of India on account of illness or other urgent causes.
 - (c) Meeting the journey expenses of the subscriber or any member of his family, his parents, minor brothers or unmarried widowed sisters, if they are dependent upon him, under medical advice, or to meet expenses incidental to his or to their severe and prolonged illness.
 - (d) To pay, obligatory expenses on a scale appropriate to the applicant's status in connection with marriages, funerals or ceremonies which, by his religion, it is incumbent upon him to perform.

(e) An advance shall not except following reasons, be granted until at least three months have since elapsed after the final payment of all previous advances:-

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

2. Children's marriage.

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

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

(i) Where the advance is desired for the repayment of a debt which the subscriber has incurred on account of any of purposes in rule 20(A) or 20(B).

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

C. Where the subscriber leaves his employment from RFC and obtains employment in another establishment to which the Employee General Provident Fund is applicable Or vice versa than the accumulation to the credit of the employee within such time as may be specified by the Corporation be transferred to the credit of the provident Fund of the establishment in which he is reemployed or as the case may be in the fund established under the scheme applicable to the establishment.

21. Recovery of advance : - (1) An advance under Reg. 20 shall be recovered from the subscriber in such number of equal monthly instalments as the authority sanctioning the advance may direct. But such number shall ordinarily be not more than twenty four. In case of violation of the above limits of repayment, the employee shall be debarred for the next loan for a period of one year.

(2) Recovery shall be made in the manner prescribed in Reg. 21 (1) and shall commence on the first occasion after the advance is made on which the subscriber draws emoluments for a full months.

(3) If any advance has been granted to a subscriber and drawn by him and the advance is subsequently disallowed before re-payment is completed, the whole or the balance of the amount withdrawn shall forthwith be repaid by the subscriber to the Fund or in default be ordered by the Dy.GM (F&A) to be recovered by deduction from the emoluments of the subscriber in lumpsum or if the authority competent to sanction an advance for the grant of which special reasons are required under regulation 20 directs, in instalments not exceeding twenty four.

- (4) The Dy. G.M. (F&A) may recover the balance of the advance from the subscriber in such manner as he may deem fit if he is satisfied that the amount advanced from the fund has been used for purpose other than the one for which it was granted besides submitting a report to the disciplinary authority concerned for any disciplinary action that may be considered fit against the subscriber for the irregularity.
- (5) Recoveries as they are made under this rule shall be credited to the subscriber's account in the Fund.

22. (1) WITHDRAWAL FROM THE FUND FOR THE PURCHASE OF A DWELLING HOUSE/FLAT OR FOR CONSTRUCTION OF A DWELLING HOUSE INCLUDING THE ACQUISITION OF A SUITABLE SITE FOR THE PURPOSE:-

The Managing Director may on an application from a member in such form as may be prescribed and subject to the condition prescribed in this regard sanction a non-refundable advance from the amount standing to the credit of the member in the fund.

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

OR

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

OR

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

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

- (2) The amount of withdrawal shall not exceed the member's basic wages/pay for thirty six months or the members own share of subscription with interest thereon or the actual cost towards the acquisition of the dwelling site together with the cost of construction thereon or the purchase of the dwelling house/flat or the construction of the dwelling house, whichever is the least with further limitation of rule 20(iii).

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

- (3) No withdrawal under this regulation shall be granted unless :-
- (i) The member has completed five years membership of the fund ;
 - (ii) The member's own share of contribution with interest thereon in the amount standing to his credit in the fund is not less than one thousand rupees;
 - (iii) The dwelling site or the dwelling house/flat or the house under construction is free from encumbrance.

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

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

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

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

- (4) Subject to the limitations prescribed in sub-paragraph(2):-
- (a) Where the withdrawal is for the purchase of a dwelling house/flat or a dwelling site from an agency referred to in clause (a) of sub-para (1) the payment of advance shall not be made to the member but shall be made direct to the agency in one or more instalments as may be authorised by the member;
 - (b) Where the withdrawal is for the construction of a dwelling house, it may be sanctioned as per rules but disbursement shall be made in more than four instalments.
 - (c) Where the withdrawal is for acquisition of a dwelling site or for the purpose of construction of a dwelling house thereon from any individual or any agency, the amount shall be paid in not less than two equal instalments, the first instalment at

the time of the acquisition of the dwelling site and the remaining at his requisition at the time of the construction of a dwelling house on such dwelling site.

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

Provided that this provision shall not be applicable in case of purchase of a dwelling house/flat on hire purchase basis and in cases on behalf of its members with a view to their allotment to the members.

- (6) Except in case subsequently specified in sub-paragraph 7 (a) and 7(b), no further advance shall be admissible to a member under this paragraph.
- (7) (a) An additional withdrawal upto twelve month's basic wages or the members own share of contribution with interest thereon, in the amount standing to his credit in the fund, whichever is less, may be granted once and in one instalment only, for additions, substantial alterations or improvements necessary to the dwelling house owned by the member or by the spouse or Jointly by the member and the spouse:

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

- (8) The member shall produce the title deed and such other documents as may be required for inspection which shall be returned to the member after the grant of the withdrawal.
- (9) (a) If the withdrawal granted under this paragraph exceeds, the amount actually spent for the purpose for which it was sanctioned, the excess amount shall be refunded by the member to the fund in one lumpsum within thirty days of the finalisation of the purchase or the completion of the construction, or necessary additions, alterations or improvements to a dwelling house, as the case may be, the amount so refunded shall be credited to the member's account.
- (b) In the event of the member not having been allotted a dwelling site/dwelling house flat, or in the event of the cancellation of an allotment made to the member and of the refund of the amount by the agency referred to in clause (a) of sub-paragraph (1) above in the event of the member not being able to acquire one dwelling site or to purchase the dwelling house/flat from any individual or to construct the dwelling house the member shall be liable to refund to the fund in one lump-sum and in such manner as may be prescribed by the authority the amount of withdrawal/ remitted under this paragraph to him/her or, as the case may be, to the agencies as referred to in clause (a) of sub-paragraph (I) the amount so refunded shall be credited to the members account.

10. If the Dy. GM (P&A) is satisfied that the withdrawal granted under this paragraph has been utilised for purpose other than that for which it was granted or that the member refused to accept an allotment or to acquire a dwelling site or that the Conditions of withdrawal have not been fulfilled or that there is reasonable apprehension that they will not be fulfilled wholly or partly, or that the excess amount will not be refunded in terms of clause (a) of sub-paragraph(9) or that amount remitted back to the member by any agency referred to in clause (a) of sub paragraph (I) will not be refunded in terms of clause (b) of sub-paragraph (9) the Dy. GM (P&A) shall forthwith take steps to recover the amount due with penal interest thereon at the rate of two percent per annum above the rate of interest which may be determined by the Corporation from the wages of the member in such manner and in such number of instalments as the authority may determine for the purpose of such recovery the Dy. GM (F&A) may direct the drawing and disbursing officer to deduct such instalments from the wages of the member and on receipt of such directions, the drawing and disbursing officers shall deduct accordingly. The amount so deducted shall be remitted by the drawing & disbursing officer to the Dy. GM (F&A) within such time and in such manner as may be specified in the directions. The amount so refunded excluding the penal interest shall be credited to the member account in the fund. The amount of penal interest shall however be credited to the miscellaneous receipts accounts. Where any withdrawal granted under this paragraph (ii) has been misused by the member, no further withdrawal shall be granted to him under this rule till the full recovery of amount so paid with penal interest thereon.
23. Advance from the fund for repayments of loans in special cases:-
 - (1) (a) the MD may on an application from member, sanction a non-refundable advance from the amount standing to the credit of the member in the fund; an advance for the repayment, wholly or partly or any outstanding principal and interest of a loan obtained from State Government/ RFC/ Cooperative Society/Housing Board/ Municipal Corporation or a body similar. to Jaipur Development Authority solely for the purposes as specified above.
 - (b) The amount of advance shall not exceed the member's basic wage pay for twenty four months or total amount of his subscription along with interest whichever is less.
 - (2) No advance shall be sanctioned under this para unless:—
 - (a) 'The member has completed fifteen years' membership of the fund.
 - (b) The member's own share of contribution with interest thereon in the amount standing to his credit in the fund is one thousand rupees or more; and
 - (c) The member produces a certificate or other such documents as may be prescribed by DGM(P&A) indicating the particulars of the member, the loan granted, the outstanding principal and interest of the loan and such other particulars as may be required.

- (3) The payment of the advance under this para shall be made, direct to such agency on receipt of authorisation from the member in such a manner as may be specified by the DGM(P&A) and in no event the payment shall be made to the member.
 - (4) (a) Recovery of Corporation share of CPF:—Any existing employee who had opted for pensionary benefits under the RFC Pension Regulations but has already withdrawn any kind of-house building advance from the CPF Trust including the RFC contribution with interest, such advance amount of the Corporation share with interest shall first be adjusted towards the available opening balance of the CPF account. Any shortfall shall be recovered in lump-sum for onwards refunding/crediting to the pension fund. In case of failure to do so by the said employee/ officer, the balance recoverable amount with interest @ 12% shall be recovered in such number of instalments as the authority thinks fit.
24. Grant of advance to members who are Physically Handicapped (1) A member who is physically handicapped may-be allowed a non refundable advance from his account in the fund for purchasing an equipment required to minimise the hardship.
 - (2) No advance under para (1) above shall be paid unless .the member produces a medical certificate from a competent medical practitioner to the satisfaction of the Dy. GM (P&A) to the effect that he is physically handicapped. He will .have to produce the original voucher for purchase of equipment within one month from the date withdrawal of the advance. In case of default, the advance will be recoverable in lumpsum with penal interest @ 2%.
 - (3) The amount advanced under this para shall not exceed the member's basic wages for six months or his total amount of subscription in the fund whichever is less.
 - (4) No second advance under this regulation shall be allowed within a period of five years from the. payment of an advance allowed under this regulation.
25. Advance from the fund in case of natural calamities : (1) The CMD may on an application from a member whose property, moveable or immovable has been damaged by a calamities or exceptional nature viz. floods and earthquakes; authorise payment to him as non refundable advance from the Fund Account a sum of Rs. 5000/- or fifty percent of the amount standing at his credit in the Fund including interest thereon to meet any unforeseen expenditure, whichever is less.
 - (2) No advance under sub-paragraph (1) shall be paid unless:—
 - (i) The State Government has declared that the calamity has affected the general public in the area, and
 - (ii) The member produces a certificate from his controlling officer to the effect that his property (moveable or immovable) has been damaged as a result of the calamity.
26. Advance from the fund for illness in certain cases: (i) A member may be allowed non refundable advance from his account in the fund on the prescribed proforma as enclosed in case of (a) hospitalisation lasting for one month or more, or (b) major surgical

operation in a hospital or (c) suffering from T. B., Leprosy, Paralysis or cancer and having been granted leave by his employer for treatment of the said illness.

- (a) The advance shall be granted if a doctor of the hospital certifies that surgical operation, or as the case may be, hospitalisation for one month or more has become necessary.
- (2) A member may be allowed non refundable advance from his account in the fund for the treatment of a member of his family who has been hospitalised or required hospitalisation for one month or more.
- (a) for a major surgical' operation, or
- (b) for the treatment of T.B, Leprosy, Paralysis or cancer provided that no such advance shall be granted to a member unless he has produced a certificate from a doctor of the hospital that the patient has been hospitalised or required hospitalisation for one month or more or that a major surgical operation has become necessary.
- (3) The amount of advance under this Regulation shall not exceed the member's basic wages for three months or his share of contribution with interest in the fund', whichever is less.
- (4) No second advance under this Regulation shall be allowed within a period of three years from the date of payment of advance previously Sanctioned. Where the competent authority is not satisfied with a medical certificate furnished by the member under this Regulation, he may before granting an advance under this Regulation demand from the member another medical certificate to his satisfaction

27: Advance from the fund for daughter's marriage.: (1) The M.D. may on an application from a member on the prescribed proforma authorise payment to him. non-refundable advance from his P.F. account not exceeding fifty percent of the total amount standing to the credit of his account including interest for his daughter's marriage.

- (2) No advance under this Rule shall be sanctioned to a member unless:—
- (a) He has completed five year's membership of the fund including membership of CPF Scheme, and
- (b) The amount of his total subscription including interest thereon standing to his credit in the fund is rupees one thousand or more.
- (3) If, the competent authority is satisfied that the advance granted under this Regulation has been utilised for a purpose other than that for which it was granted or that the conditions of advance have not been fulfilled within a reasonable time, the Dy. GM (P&A) forthwith shall take steps to recover the amount due with interest @ not exceeding the rate of interest at declared by Government of Rajasthan/RFC for the concerned period from the wages of the member in such number of instalments as the competent authority may determine. The amount so deducted shall be remitted to the Dy. GM (P&A) alongwith monthly schedule for onwads crediting to the member's account.

28. Withdrawal for other Purposes:- (1) Subject to the conditions specified in Rules & withdrawals may be sanctioned by the MD/GM(F) at any' time after the completion of 10 years of service (including broken periods of service, if any. of a subscriber or within 5 years before the date of his retirement or superannuation whichever is earlier from the amount standing to his credit in the Fund) for one or more of the following purposes, namely;
- (a) Meeting the cost of higher education including were necessary, the travelling expenses of any child of the subscriber in the following cases.
 - (i) For education outside India for academic technical professional or vocational course beyond the High School Stage: and
 - (ii) For any medical, engineering or other technical or specified course in India beyond the High School Stage, provided that the course of study is not for less than 3 years.
 - (b) The sum withdrawn by a subscriber for any one time specified in sub rule (a) shall not exceed one half of his total subscription and interest thereon or six month's basic wages whichever is less.
 - (c) The subscriber shall satisfy the Dy. G M(P&A) that the money has been utilised for the purpose it was withdrawn, if he fails to do so the whole of the sum so withdrawn shall forthwith be repaid in one lump sum together with interest thereon at a rate higher by 2% then what is allowed to the, subscriber in a particular year by the subscriber to the Fund and in default of such payment it shall be ordered by the MD/GM(F) to be recovered from his emoluments either in lump sum or in such number of monthly instalments as may be determined by the MD/GM(F). The amount so deducted shall be remitted to the Dy. GM(P&A) for being credited to the subscriber's account.
29. Financing of member's life insurance policies:— The Dy. G. M (P&A) on behalf of the members shall continue to make the payment towards the premium from the General Provident Fund account of the members to the L.I.C. for only those members of whom the annual premium was being sent out of their contributory provident fund A/c before commencement of these regulations.
- The premium of the life Insurance policies shall be paid to the L.I.C. in accordance with the manner specified under regulation 34 of the RFC Employees G.P.F. Regulations, 1958.
30. WITHDRAWAL OF NINETY PERCENT:— (1) When a subscriber has proceeded on leave preparatory to his retirement, or has been permitted to retire at the end of his leave or been declared by competent medical authority to be unfit for further service the M.D. in consultation with the G M (F) may on the application of the subscriber permit him to withdrawn amount not exceeding 90 percent the amount' of his' subscription and interest thereon standing to his credit in the Fund.
- (2) If, the subscriber returns to duty, he shall repay to the fund, for credit to his account the whole of the amount withdrawn by him under Sub-rule(1) above either

in lumpsum or in such instalments as may be fixed by the controlling officer as a condition of continued employment.

31. CIRCUMSTANCES IN WHICH ACCUMULATIONS ARE PAYABLE:- The full amount standing to the credit of a subscriber shall be payable .

- (a) On retirement from service either after attaining the age of superannuation or on voluntary/compulsory retirement under, the conditions of service Regulations.

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

- (b) On retirement on account of permanent and total incapacity for work due to bodily or mental infirmity duly certified by the prescribed medical authority provided that a member suffering from T.B. or Leprosy ever if contacted after leaving service of the corporation on grounds of illness but before payment is authorised shall be deemed to have been permanently and totally incapacitated for work.
- (c) On death,
- (d) In case of retrenchment or permanent discharge for no fault of the subscriber,
- (e) In case of resignation and joining the service of other establishment not covered under the similar General Provident Fund Regulations.

32. ACCUMULATION OF A DECEASED MEMBER TO WHOM PAYABLE:— On the death of subscriber before the amount standing to his credit has become payable or where the amount has become payable before payment has been made, the amount at the credit of the subscriber's account shall become payable as follows:—

- (a) If, a nomination made by a subscriber in accordance with regulation 16 subsists, the amount standing to his credit in the fund or the part thereof to which the nomination relates shall become payable to his nominee or nominees in accordance with such nomination.
- (b) If no nomination subsists or if the nomination relates only to a part of the amount standing to his/her credit in the Fund, the whole amount or the part thereof to which the nomination does not relate as the case may be, shall become payable to the members of the family of the deceased subscriber in equal shares. Provided that no shares shall be payable to:—
 - (i) Sons who have attained majority.
 - (ii) Son of deceased son who have attained majority.
 - (iii) Married daughters whose husbands are alive; and
 - (iv) Married daughters of a deceased son whose husband is alive if there is a member of the family. other than those specified in (i), (ii), (iii) and (iv) above and provided further that the "widow Or widower and the child or children of a deceased son receive between them in equal parts only the share which that sons

would have received if he had survived the subscribes and had not attained the age of Legal majority at the time of subscriber's death.

NOTE.—For the purpose of this rule a subscriber's posthumous Child if born alive shall be treated in the same way as a surviving child born before the subscriber's death.

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

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

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

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

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

(4) In case where no nomination subsists and payment cannot be made as per RFC Employee G.P.F. Regulations, The payment shall be arranged only after production of succession certificate.

NOTE:—When the amount standing to the credit of a subscriber has become payable, the Dy.GM (P&A)subject to the provisions of Regulations shall make prompt payment of that portion of the amount in regard to which there is no dispute or doubt, the balance being adjusted as soon thereafter as may be.

SCHEDULE—I

Authority competent to grant loans and Advances from the fund.

Managing Director - Full powers in respect of all types of Non-refundable advance/ final withdrawal.

General Manager (F) - Full powers in respect of all types of refundable advances.

Note :- The Dy.GM (F&A) will be the authority competent for disbursement of the loan sanction to the employees in the H.O. & through the Head of office for the employees of the Branches & Regional Offices.

RAJASTHAN FINANCIAL CORPORATION

OPTION FORM

I,..... Designation.at present entitled to CPF benefit under the RFC, CPF Regulations 1958, hereby opt to subscribe under the RFC Employees General Provident Fund Regulations, 1990 of the RFC with pension and Gratuity benefits as per RFC Employees Pension Regulations 1990. I also give my option that the accumulation in my RFC CPF A/c No..representing as employees subscription with interest thereon be credited to the GPF A/c to be opened after adjusting the non refundable advance (Corporation share) if any.

1. CPF A/c No.
2. Name (In 'Block letters)
3. Father's/Husband's name
4. Date of appointment in regular service
5. Designation
6. Sex
7. Religion
8. Permanent address
-
-

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

Date.....

Countersigned by Section/ Region/Branch Head

Designation with seal

Signature or left hand thumb

impression of person (employee)

OR

FORM A (2)

I Designation..... at present member of CPF with Account No..want to continue to contribute to CPF under the present RFC CPF Regulations, 1958.

1. Name (In Block letters)
2. Father's/Husband's Name

3. Designation

4. Sex

5. Religion

6. Permanent Address

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

Signature or left hand thumb
Impression of Person (employee).

Date.....

Countersigned by the Section/ Region/
Branch Head
Designation & seal

Signature of the Head of Office.

Note : 1. Do not write computerised P. F. A/c No

2. If the CPF A/c No. is not available, the particulars relating to the service period in the prescribed proforma enclosed must be enclosed.

RAJASTHAN FINANCIAL CORPORATION
EMPLOYEES GENERAL PROVIDENT FUND

FORM -1
DECLARATION AND NOMINATION FORM
(Vide rule 13)

C. P. F. A/c No. old
G. P. F. A/c No.

1. Name (In Block letters)

Surname :.....

2. Caste

3. Sex

4. Religion

5. Occupation

6. Height

7. Father's Name

8. Husband's Name

(for married women only)

9. Marital status

(Whether bachelor, spinster, married, widow or widower)

10. Date of birth... Day. Month.... . Year

(Where exact particulars are not available approximate age may be indicated in consultation with the Medical Officer)

11. Marks of Identification.

12. Permanent Address :

Village Thana

Taluka Sub Division

District State

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

Name and Address of the nominee or nominees	Nominee's relationship with the member	Age of Nominee	Share of accumulations in the funds to be paid to each nominee in percentage	Contingencies the happening of which the nomination shall become invalid
1	2	3	4	5

Date ;

Signature or left hand thumb impression of the member.

Certified that the above declaration has been signed by the employee employed in..... RFC before me after he has read the entries.

Date :

Signature of Section/Region/Branch head
Name and Address of the employee of RFC

RAJASTHAN FINANCIAL CORPORATION JAIPUR

EMPLOYEES GENERAL PROVIDENT FUND

FORM No.2

(Vide Rule)

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

Name & Address of the Nominee or Nominees	Nominee's relationship with the member	Age of Nominee	Share of accumulation in the fund to be paid to each nominees in percentage	Contingencies the happening of which the nomination shall become invalid
1	2	3	4	5

Date ;

Signature or left hand thumb
Impression of member.

Certified that the above declaration has been signed before me by..... employee in.
.....of the RFC.

Signature of Section/RO/BO

RAJASTHAN FINANCIAL CORPORATION
EMPLOYEES GENERAL PROVIDENT FUND
FORM-3

Name & Designation.....

Father's name.....

Subscriber's annual statement for the year.....

EGPF A/c no.....

Office.....

Rate of Interest allowed

A/c no.	Name	Opening balance	credit during the year	recoveries of with-drawals	interest during the year	Total (3 to 6)	With-drawals during the year	Closing balance (7-8)
1	2	3	4	5	6	7	8	9

- (i) If an employee desire to make any alteration in his previous nomination he should forward a revised declaration in the prescribed form.
- (ii) In the case where the employee had made no nomination in favour of a member of his family owing to his having no family at the time but had acquired a family thereafter, a fresh declaration in the prescribed form should be forwarded forthwith.
- (iii) The employee is requested to satisfy himself as to the correctness of the statement and to bring errors if any to the notice of the Dy. G. M. (F&A), RFC H. O. promptly within six months at the latest from date of receipt of the statement.
- (iv) In case of transfer or proceeding on deputation the employee concerned will intimate the DGM (F&A) about the place of new posting for keeping account to date.
- (v) In case provisional slip is received the employee concerned will send immediately his transfer position to the Dy. General Manager (F&A) for completing the account and send him correct formal slip.

RAJASTHAN FINANCIAL CORPORATION JAIPUR
EMPLOYEES GENERAL PROVIDENT FUND
FORM No. 4
(SUBSCRIPTION BOOK)

1. Name in block letters.
2. Father's Name
3. Caste or Sex
4. Designation
5. Account No.

Date of deduction & Bill No	Month for which deducted	Name of office or section	Amount	Signature of disbursing Officer
1	2	3	4	5

RAJASTHAN FINANCIAL CORPORATION, JAIPUR
FORM No. 5

(Para.....)

Return of employees qualifying for subscription ship of the Rajasthan Financial Corporation Employees General Provident Fund for the first time during the month of.....19.....
(To be sent to the Dy. G.M. (P&A) with Form 2 with a copy to Dy. G.M.(F&A)

Name and Address of the Unit/Office.

S.No.	Account No.	Name of the employee in Capital Letters	Father's Name or Husband's Name	Age	Sex
1	2	3	4	5	6

Date of Eligibility for membership	Total period of previous service excluding period of breaks as on date of joining the fund	Remarks
7	8	9