Food Corporation of India
Headquarters,
16-20,
Barakhamba Lane,
New Delhi- 110 001

FOOD CORPORATION OF INDIA
CONTRIBUTORY
PROVIDENT FUND REGULATIONS, 2015

Note : Regulation 2015 तक गजेट ने नोटिफिकेशन (Notify) नहीं किया गया है
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FOOD CORPORATION OF INDIA
CONTRIBUTORY PROVIDENT FUND REGULATIONS, 2015

New Delhi: the ...............2015.

No. EP.41 (3)/2015. In exercise of the powers conferred by Sub-Section (Para) of Section-45 of the Food Corporations Act, 1964 (37 of 1964) and with the previous sanction of the Central Government, Food Corporation of India hereby makes the following Regulations, namely:-

1. Short title, commencement and application:

1) These Regulations may be called the “Food Corporation of India (Contributory Provident Fund) Regulations, 2015”

2) These Regulations shall come into force from the date of notification.

3) These regulations shall apply to:

(i) The employees of the Corporation regularly appointed to its service under sub-clause (a) of clause (1) of Regulation 7 of the Food Corporation of India (Staff) Regulations, 1971, as amended from time to time,

(ii) The employees of the Corporation appointed to its service under sub-clause (b) of clause 1 of Regulation 7 of the Food Corporation of India (Staff) Regulations, 1971, except those who opted for the pensionary benefits of the Government under Section 12A of Food Corporation Act, 1964;

(iii) The deputationists absorbed permanently in the service of the Corporation under sub-clause(c) of clause (1) of Regulation 7 of the Food Corporation of India (Staff), Regulations, 1971;

(iv) The departmental workers of the Corporation;

(v) The workers engaged under direct payment system in the depots of the Corporation; and

(vi) Such persons who are continuing on the date of notification of these Regulations on temporary / casual / daily wages basis in the Corporation.

4) Notwithstanding anything contained above, the Chairman and Managing Director with the approval of Board of Trustees may
by general or special order, direct that the application of Regulations be extended to employees of the Corporation, or to those specified in sub Regulation (4) above subject to such terms and conditions as may be specified in such order.

**Explanation:** These Regulations shall not be applicable to employees of deputation to the Corporation who are entitled to pensionary benefits under the rules of the Central/State Government.

2. **Definitions:**

a) **“Act”** means:
   
   (i) The Food Corporations Act, 1964, as amended from time to time.
   
   
   (iii) **“Regional Provident Fund Commissioner”** means Regional Provident Fund Commissioner within the meaning as mentioned in Employees Provident Fund and Miscellaneous Provisions Act, 1952.

b) **“Pay”** includes basic wages with dearness allowance including dearness pay, incentive wages, retaining allowance, if any, and casual value of food concession admissible thereon.

c) **“Board”** means the Board of Trustees constituted under the regulations.

d) **“Contribution”** means any contribution payable by the Corporation or an employer in respect of a member under these Regulations.

e) **“Corporation”** means the Food Corporation of India established under Section 3 of the Act, whose Registered Office is at 16-20, Barakhamba Lane, Connaught Place, New Delhi.

f) **“Family”** means:

I. In case of a male member, the wife, his children whether married or unmarried, his dependent parents and his deceased son’s wife and children:
Provided that, if a member proves that his wife has ceased, under the personal law governing him or the customary law of community to which the spouses belong, to be entitled to maintenance, she shall no longer be deemed to be a part of the member's family for the purpose of these Regulations, unless the member subsequently intimates by express notice in writing to the Board that she shall continue to be so regarded; and

II. In case of female member, her husband, her children, whether married or unmarried, her dependent parents, her husband's dependent parents and her deceased son's widow and children.

Provided that if a member, by notice in writing to the Board expresses her desire to exclude her husband from the family, the husband and his dependent parents shall no longer be deemed to be a part of the member's family for the purpose of these Regulations, unless the member subsequently cancels in writing any such notice.

**EXPLANATION:** - In either of the above two cases, if the child of a member or, as the case may be, the child of a deceased son of the member has been adopted by another person, and if, under the personal law of the adopter, adoption is legally recognized, such a child shall be considered as excluded from the family of the member.

g) **“Children”**: - means legitimate children and includes adopted children if the Board is satisfied that under the Personal Law of the member adoption of a child is legally recognized.

h) **“Fund”**: - means the Food Corporation of India Contributory Provident Fund established under these Regulations.

j) **“Chairman”**: - means the Chairman of the Corporation.

j) **“Chairman and Managing Director”**: - means the Chairman & Managing Director of the Corporation.

k) **“Managing Director”**: - means the Managing Director of the Corporation.
l) "Member": means an employee who is required under Regulations to subscribe to the Fund, and shall include such persons whom these Regulations may be extended.

m) "President": means the President of the Board.

n) "Secretary": means the Secretary of the Board.

o) "Subscription": means subscription to the Fund made members.

p) "Trustee": means a member of the Board of Trustee.

q) "Year": means the financial Year commencing from the first day of April.

r) "Employer": means Chairman and Managing Director; or Managing Director; or an officer not below the rank of General Manager, duly authorized in this behalf by the Chairman and Managing Director or Managing Director for signing the reports, returns and submission thereon providing necessary information to the Employees Provident Fund Organization and to perform such powers and duties as may be delegated / assigned to him.

s) "Employee": means any person (i) regularly appointed, (ii) absorbed permanently in the service of the Corporation under sub-clause (a), (b) and (c) of Clause (1) of Regulation 7 of Food Corporation of India (Staff) Regulations, 1971, (iii) departmental workers; and workers under Direct Payment System engaged in the depots of the Corporation; and also includes any person engaged as an Apprentice not being an Apprentice engaged under the Apprentices Act, 1961 (52 of 1961) or understanding orders of the Corporation.

t) "Excluded employee": means an employee who having been a Member of the fund withdrew the full amount of his/her accumulations in the Fund under Regulation 51 of the Regulations.

u) "Art Apprentice": means a person engaged as an Apprentice under Apprentices Act, 1961 or under the standing orders of the Corporation.
v) "Quarter":- means a period of three months commencing on the first day of January, the first day of April, the first day of July, and the first day of October each year.

w) "Exempted Establishment":- means an establishment exempted under Section - 17 of the Employees Provident Funds and Miscellaneous Provisions Act, 1952.

3. Constitution of Fund: -

(1). The corporation shall constitute a fund to be called the Food Corporation of India Contributory Provident Fund.

(2). The Fund shall be maintained in rupees subjected to these Regulations.

(3.) The Fund shall constitute an irrevocable Trust for the benefit of the members thereof and no money belonging to the fund in the hands of the Board shall be Recoverable by the Employer under any pretext whatsoever nor shall the employer have any lien or charge or any description of the same save as herein provided.

Provided that in case the Establishment/Board of Trustees fails to comply with the provisions of EPF & MP Act/Approved Trust Rules, the PF Trust can be cancelled by the Competent Authority as per EPF & MP Act and the Establishment/Board of Trustees can be directed to surrender FCI CPF Trust to the Regional Provident Fund Commissioner.

4. Bankers of the Fund:-

I) The Bankers of the Fund shall be selected by the Board from time-to-time.

II) The Fund's Saving Bank Account shall be credited with:-

(i) All money deducted by the Corporation from the Monthly emoluments of the members, including installments of refundable advances, if any, and interest thereon deducted from the emoluments of the members or remitted by the members;

(ii) All moneys paid by the corporation as its contribution to the fund;

(iii) Interest and maturity proceeds on investments;
(iv) Transfers of past accumulations of members who joined the Fund, interest and penal damages payable by the corporation for belated remittances of dues as orders by Regional Provident Commissioner.

5. **Board of Trustees:**

(1) The Fund established under these Regulations shall be administered by a Board of Trustees to be constituted by the employer. The Board shall consist of the following members; namely:

i. Executive Director(Finance), Ex-Officio President of the Board of Trustees.

ii. Five Executive Directors (Zono) representing North, South, West, East, and North East Zones will be ex-officio Trustees.

iii. Six representatives of employees, of which at least one should be from recognized staff unions, at least 1 from officers association, and at least 1 from workers association/union to be nominated by the employer from amongst the recommended by the recognized staff unions/officers/workers association.

2. The General Manager (CPF) of Headquarters or in case no such officer is posted, an officer not below the rank of General Manager nominated by the President of the Board shall discharge the functions of the Secretary to the Board. The Secretary shall have the assistance of such staff as provided by the Corporation from time to time. It shall be the duty of the Secretary to convene meetings of the Board, keep records thereof, maintain accounts of the Fund and to carry out decisions taken by the Board from time to time.

6. **Functions of Board of Trustees:**

1. The Board of Trustees shall function as per guidelines contained in the Appendix I.

2. **Liability and Indemnification of Trustees**

   In the discharge of their duties for the administration of the Fund the Trustees shall be indemnified by the Corporation against all proceedings, costs, damages, charges, expenses, claims, demands, losses and liabilities caused otherwise that through their or his negligence or fraud. The Trustees shall not be responsible for any breach of trust committed by a co-Trustee or by a banker, broker or other persons with whom any sum may.
have been deposited not for any loss unless the same happens through their or his willful act or omissions.

7. **Term of office of the Trustees:**

   (1) The term of office of Trustee shall be 5 years from the date of nomination as a Trustee. A person representing employees shall be eligible for nomination as a member of the Board for a maximum of two terms:

   Provided that a Trustee representing employees who has already completed two or more terms on the Board may continue his present term subject to the provisions of these Regulations.

   Provided further that such a Trustee nominated to fill the casual vacancy shall hold office for the remaining period of the term of the Trustee in whose place he/she is nominated.

   (2) Where any casual vacancy occurs in the office of a Trustee (other than an ex-officio Trustee), the employer may nominate from members of the fund as Trustee to fill such vacancy in consultation with Unions/Associations concerned and any Trustee so nominated shall hold office for the unexpired term of office of the Trustee in whose place he is nominated.

   (3) An outgoing Trustee shall be eligible for re-nomination subject to provisions of this Regulation.

8. **Resignation and nomination of new Trustee or Trustees:**

   A Trustee other than an ex-officio Trustee may resign his office by a letter addressed to the President, FCI CPF Trust and his office shall become vacant from the date on which the resignation is accepted. The vacancy so caused in the Board shall be decided in accordance with the provisions of these Regulations and such Trustee shall hold office up to the end of term of the other Trustees.

9. **Cessation and restoration of Trusteeship:**

   1. If a Trustee other than an ex-officio Trustee fails to attend three consecutive meetings of the Board without obtaining leave of absence from the President, he/she shall cease to be a Trustee. Provided that the Board may of its own motion or on an application made by such
Trustee in this behalf restore a Trustee to his/her office if it is so that there were reasonable grounds for the absence.

2. A Trustee shall cease to be a Trustee on the Board if he/she
   (i) Ceases to be an employee of the Corporation: or
   (ii) Ceases to be a member of the Fund: or
   (iii) Is a nominee or representative of a recognized Union and the
        Union ceases to be recognized by the Corporation, save as
        provided in Note under sub-Regulation 1 of Regulation 5: and
   (iv) Incurs any of the disqualifications mentioned in these
        Regulations.

10. Disqualifications of Trustees and Removal:
  1. A person shall be disqualified for being a Trustee of the Board:
     (i) If he is declared to be of unsound mind by a competent Court, or
     (ii) If he is an un-discharged insolvent; or
     (iii) If he has been convicted of an offence involving moral turpitude; or
     (iv) If he ceases to be an employee of the Corporation, or if he ceases,
         for any reason, to be a member of the Union/Association.

11. Meetings:
    The Board shall meet at such place and time as may be decided in this
    behalf by the president and a meeting of the Board shall be held at
    least once in every quarter.

    Provided that if the President is of opinion that a decision in any
    particular matter cannot be delayed till the next meeting of the Board,
    the matter may be circulated to the Trustees for a decision, and any
    decision by majority votes taken would have same validity as that of a
    resolution passed in a meeting and shall be recorded in the minutes
    book.

    Provided, however, that any decision so taken shall be placed before the
    Board at the next meeting for confirmation.
12. Notice of Meetings:

Notice of not less than 15 days from the date of posting, containing the date, time and place of every ordinary meeting together with an agenda of business to be conducted at such meeting, shall be dispatched by registered post/special messenger/E-mail/fax to each Trustee.

Provided that when the President calls a meeting for considering any matter which is in his opinion is urgent, a notice giving such reasonable time as he may consider necessary shall be deemed sufficient.

13. President to preside at meetings:

The President of the Board shall preside at every meeting of the Board at which he is present. If the President is absent at any time, the trustees present shall elect one of their member to preside over the meeting.

14. Quorum:

No business shall be transacted at a meeting of the Board unless at least, Six Trustees, of whom three from employer's side and others are from employee's side are present.

If at any meeting, the number of Trustees is less than the required quorum, the President shall adjourn the meeting to a date not later than seven days from the date of the original meeting informing the Trustees of the date, venue and place of holding the adjourned meeting and shall there upon lawfully transact the business at such adjourned meeting irrespective of the number of Trustees present.

Every question considered at a meeting of the Board shall be decided by a majority of votes of the Trustees present and voting. In the event of an equality of votes, the President shall exercise a casting vote:

Provided that the President may, if he thinks fit, direct that any question shall be decided by circulation of necessary papers to Trustees by securing their opinions in writing. Any such question shall be decided in accordance with the opinion of the majority of Trustees received within the time limit allowed and if opinions are equally divided, the opinion of President shall prevail.
Provided further that any Trustee may request that the cases referred to Trustees for written opinion be considered at a meeting of the Board and thereupon the President may consider to do so if a request is made by not less than five Trustees.

15. **Minutes of the meeting:**

(1) The minutes of a meeting of the Board showing, inter alia, the names of the Trustees of the Board present there, shall be circulated to all Trustees, not later than three days from the date of the meeting. The minutes shall thereafter be recorded in the minutes book as a permanent record:

Provided that if another meeting is held within a period of one month and ten days, the minutes shall be circulated so as to reach the Trustees at least ten days before such meeting.

(2) The records of the minutes of each meeting shall be signed by the President after confirmation of modification, if any, as may be necessary at the next meeting.

16. **Cost of Management:**

i. The costs, charges and all expenses including pay and allowances of the staff appointed for the purpose of administration of the Fund including the maintenance of accounts, audit fee, submission of returns, and transfer of provident fund accumulations and bank charges shall be borne by the Corporation and shall not be charged to the Fund.

ii. The traveling allowance and daily allowance to a Trustee shall be governed by the rules of the Corporation applicable to a Category II officer for the journeys performed on official duties and shall be paid by the Corporation.

iii. The Corporation shall make good any other loss that may be caused to the Fund due to theft, burglary, defalcation misappropriation or any other reason.

iv. The Corporation shall within fifteen days of the close of every month pay to the Employees Provident Fund organization the inspection charges at the rate of 0.18% of the basic wages, Dearness Allowance, cash value of food concession and retaining allowance, if any, or at such rate as may be fixed by the Central Government from time to time.
17. **Membership of the Fund:**

1) Every Employee of the Corporation covered under sub-clause 4(i) to 4(vi) of Regulation 1, shall be entitled and required to become a member of the Fund from the date of joining or absorption, as the case may be, in the Corporation.

**EXPLANATION:** The persons who are already members of the Fund under Food Corporation of India (Contributory Provident Fund) Regulations, 1967 shall continue to be members of Fund and such persons need not to become members afresh.

2) Every employee shall become a member of the Fund from the date of his joining the Corporation provided he was previously a member of the Fund in respect of exempted establishment or of a Fund established under the Employees Provident Funds Scheme, 1952 and he / She did not withdraw his/her provident fund accumulations.

3) An excluded employee shall on ceasing to be such an employee, the entitled and required to become a member of the Fund from the date he/she ceased to be such an employee, on his/her re-employment and every employee on becoming a member shall remain and continue to be a member until the period of re-employment.

4) Every such employee on becoming a member shall remain and continue a member until he/she withdraws provident accumulations from fund under Regulation - 51.

5) Every employee shall on becoming member shall sign a declaration in the set out in Appendix - II.

6) If any question arises whether an employee is entitled or required to or continue as member or as regards the date from which he/she is so entitled or required to become a member, the decision thereon of the RPFC shall be final.

18. **Declaration by person taking up employment after the Fund has been established:**

Every person on his/her appointment in the Corporation shall furnish on the particulars of the last employer, the account number, if he/she was a
19. **Allotment of account numbers of Contributory Provident Fund, Employees' Pension Scheme, 1995.**

On receipt of declaration as per Appendix - II and III from employees, the concerned Zone and Headquarters, as the case may be, on behalf of Board, shall allot an Account Number of Contributory Provident Fund and Employees' Pension Scheme, 1995 to each employee on his joining and should be in seriatim as per the date of joining and shall communicate the Account Number to the member through employer.

20. **Nominations:**

(1) Every member shall as soon as may be after joining the Fund make a nomination in the Form set out in Appendix - IV conferring the right on one or more persons to receive the amount that may stand to his/her credit in the Fund in the event of his/her death before the amount standing to his/her credit has become payable or where the amount has become payable before payment has been made.

(2) A member may in his/her nomination distribute the amount that may stand to his/her credit in the Fund amongst /her nominees at his/her own discretion. If a member has a family at the time of making nomination, the nomination shall be in favour of one or more persons belonging to his/her family. Any nomination made by such member in favour of a person not belonging to his/her family shall be invalid.

Provided that fresh nomination shall be made by the member on his marriage and any nomination made before such marriage shall marriage shall be deemed to be invalid.

(3) If at the time of making a nomination the member has no family, the nomination may be in favour of any person or persons but if the member subsequently acquires a family, such nomination shall forthwith be deemed to be invalid & the member shall make a fresh nomination in favour of one or more persons belonging to his/her family.
(4) Where the nomination is wholly or partly in favour of a minor, the member may, for the purposes of this Regulation appoint a major person of his family, as defined in Regulation 2 (f) to be guardian of the minor nominee in the event of the member pre-deceasing the nominee and the guardian so appointed.

Provided that where there is no major person in the family, the member may, at his/her discretion appoint any other person to be a guardian of the minor nominee:

(5) A nomination may at any time be modified by a member after giving a written notice of his/her intention of doing so, in the Form at Appendix VI. If the nominee pre-deceases, the member, the interest of the nominee shall revert to the member who may make a fresh nomination in respect of such interest.

(6) Every nomination made, and every notice of modification/cancellation given, by a member shall be communicated to the Officer-in-charge of CPF Account at Headquarters or Zonal Office, as the case may be. A nomination or its modification shall take effect to the extent that it is valid, on the date on which it is received by the Officer-in-charge of CPF Account at Headquarters or Zonal Office, as the case may be.

(7) Except as otherwise provided in this Regulation, no employees shall assign or create a charge upon his/her beneficial interest in the Fund.

21. **Subscription of Members:**

(1) Every member shall subscribe to the Fund each month at the rate (i.e. 12% with effect from 22.09.1997 or as announced by Government from time to time) of the pay earned by his/her for the month.

Note: The rate of subscriptions announced by Government before 22.09.1997 is indicated here under:

(i) 8% prior to 01-01-1979.
(ii) 8.33% from 01-01-1979.
(iii) 10% from 01-06-1989.
(2) Every member subscribing to the Fund under sub-Regulation I above may, if so desired, contribute voluntarily to the Fund an amount exceeding the prescribed rate of subscription subject to the condition that his/her total subscription should not, in any case, exceed his/her total emoluments.

(3) Every member shall give intimation in writing as to the amount of his/her monthly voluntary contribution in March every year so as to become effective from first April. The amount of voluntary contribution so intimated may be enhanced or reduced from first April.

(4) Amount of each contribution shall be calculated to the nearest rupees, 50 Paisa or more to be counted as the next higher rupees and fraction of a rupee less than 50 Paisa to be ignored.

(5) The Corporation shall every month deduct from the emoluments of the member, such sums as may be required under this Regulation and shall transfer every month not later than 15th of the following month to the Board. The amount so deducted shall be credited to the member’s individual account.

(6) No subscription shall be deducted from the emoluments of a member during the suspension period and such period as he/she is absent from duties without pay.

22. Employer’s Contribution to the Fund:

(1) The Corporation shall not later than 15th day of the succeeding month in respect of each of the members of the Fund pay to the Board as employer’s contribution to the Fund a sum equal to the total of the member’s compulsory contribution under Regulation 21(1) hereinbefore. The Corporation shall not be liable to make any contribution in respect of the voluntary contribution, if any, made by the member to the Fund.

(2) The employer’s contribution shall not be deducted from the pay of members.

(3) From and out of contribution payable by the Corporation each month under this Regulation, a part of contribution representing equal to 8.33% of the employee’s pay shall be remitted by the Corporation to the Employees’ Pension Fund within 15 days of the close of every month by a separate bank draft or cheque on account of employee’s pension fund contribution in such manner as may be specified in this
behalf by the Employees Provident Fund Organization. The cost of the remittance, if any, shall be borne by the Corporation:

(4) The contribution to Employees’ Pension Fund shall be applicable only in case the employee, in question, is a member of the Employees’ Pension Scheme, 1995 and shall cease on attaining the age of superannuation as defined in Employees’ Pension Scheme, 1995 for the purpose.

Provided that if the employee continues in service even after the date of such prescribed age, the entire contribution payable by the Corporation as per this Regulation shall be credited to the member’s account.

23. **Payment of Contributions to the Board:**

(i) The Corporation shall transfer to the Board the contributions payable to the Fund towards employer’s contribution and also, on behalf of its employees by 15th of each month following the month for which contributions are payable under these Regulations. The amounts so deducted shall be credited to the member’s individual account of the Fund.

(ii) The Corporation shall be liable to pay interest at the prevailing rate for Contributory Provident Fund for the delay in remitting the contributions to the Board and penal damages to the Board.

24. **Realization of subscriptions:**

(i) When pay is drawn by a member from the Corporation, recovery of subscription on account of such pay and of the principal and the interest on any advance shall be made from the pay itself.

(ii) When pay is drawn from any other source, the member shall forward his/her dues monthly to the Corporation.

Provided that in the case of a member on deputation to Government, a body corporate, owned or controlled by Government, subscriptions shall be recovered and forwarded by such organization along with matching contributions as employer’s share to the Corporation failing which the member shall be responsible for making his/her contribution as well as those of the employer’s share contribution.

(iii) A suitable clause for this purpose should be including in the deputation terms and conditions.
25. Transfer of Provident Fund Accumulations to other Funds:

(1) The amount of accumulations standing to the credit of the employee in the Fund shall when he/she leaves his/her employment or obtains re-employment in another establishment to which Employees’ Provident Fund & Miscellaneous Provisions Act, 1952 applies, be transferred to the credit of his/her account in the Provident Fund of the exempted establishment in which he/she is re-employed or as the case may be, in the Fund established under the Employees’ Provident Funds Scheme, 1952.

(2) Where an employee leaves his/her employment and obtains re-employment in another establishment to which Employees Provident Fund & Miscellaneous Provisions Act, 1952 does not apply, the amount of accumulations to the credit of his/her account in the provident fund of the Corporation be transferred, to the establishment in which he/she is re-employed, if the employee so desires and the rules in relation to that Provident Fund permit such transfer.

(3) Where a person employed in an establishment to which Employees’ Provident Fund and Miscellaneous Provisions Act, 1952 does not apply, leaves his/her employment and obtains re-employment with the employer, the Board shall accept the amount of accumulations to the credit of such person in the Provident Fund of establishment left by his/her, if the employee so desired and the rules in relation to that Provident Fund permit such transfer.

(4) The Board shall transfer or accept the amount of Provident Fund accumulations provided the Fund of the exempted establishment or the fund of the establishment not covered under the Employees’ Provident Funds and Miscellaneous Provisions Act, 1952 is recognized under Income Tax Act, 1961.

(5) The transfer of balance should be settled within one month from the date of receipt of the application.
Administration of Accounts:

1. The total amounts received as the employer’s contributions and towards the employees’ subscriptions to the Fund shall be credited to respective accounts of the Fund.

2. All interest, rent and other income accrued and realized, and net profits or losses, if any, from the sale or investments not including therein the transactions of the Administration Account, shall be credited or debited, as the case may be, to the “Interest Income Account”.

3. The employer shall bear all the expenses of the administration of the Provident Fund and also make good any other loss that may be caused to the Provident Fund due to theft, burglary, defalcation, misappropriation or any other reason.

4. Any commission, incentive, bonus, or other pecuniary rewards given by any financial or other institutions for the investments made by the Trust should be credited to its account.

5. In the event of any loss to the trust as a result of any fraud, defalcation, wrong investment decisions etc. the employer shall be liable to make good the loss.

Investment of the Fund:

The moneys of the Fund not immediately required by the Board shall be invested within two weeks from the date of receipt of contributions from the Corporation in the pattern prescribed by the Government of India from time to time. Failure to make investments as per directions of the Government shall make the Board of Trustees separately and jointly liable to surcharge as may be imposed by the Central Provident Fund Commissioner or his representative.

(i) The securities shall be obtained in the name of Fund. The securities so obtained should be in dematerialized (DEMAT) form, and in case the required facility is not available in the areas where the Fund operates, the Board shall inform to the Regional Provident Fund Commissioner concerned about the same.

(ii) The DEMAT Account should be opened through depository participants approved by Reserve Bank of India and Central
Government in accordance with the instructions issued.

Central Government in this regard.

(iii) The cost of maintaining DEMAT account should be treated as incidental cost of investment by the Board. Also all types of investments like brokerage for purchase of securities etc should be treated as incidental cost of investments by the Board.

(iv) The Board shall maintain security-wise Register and ensure timely realization of interest and redemption proceeds.

(v) Conversion and re-conversion shall be made in the name of the Fund.

(vi) All such investments made, like purchase of securities and bonds, should be lodged in the safe custody of depository participants, approved by the Reserve Bank of India and Central Government, who shall be the custodian of the same. In case of cancellation of exemption from the Employees' Provident Funds Scheme, 1952, such custodian shall transfer the investments obtained in the name of Fund and standing in its credit to the Regional Provident Fund Commissioner concerned directly on receipt of request in this regard from him.

(vii) The Corporation shall intimate to the Regional Provident Fund Commissioner concerned the details of depository participants (approved by Reserve Bank of India and Central Government) with whom and in whose safe custody, the investments made in the name of Fund viz investments made in securities, bonds etc. have been lodged.

(viii) Any Commission, incentive, bonus, or other pecuniary rewards given by any financial or other institutions for the investments made by the Board shall be credited to its account.

28. Sale of Securities:

The Board may raise such sum or sums of money as may be required for meeting obligatory expenses such as settlement of claims, grant of advances as per these Regulations and transfer of member’s Provident Fund accumulations in the event of his/her leaving service of Corporations by sale of the securities or other investments standing in the name of the Fund with prior approval of RPFC.
Distribution of the Profits of the Fund:

1) The Board shall prepare a Balance Sheet as on Thirty-first day of March in each year and Interest Income Account in respect of the preceding twelve months. In preparing the Balance Sheet, the Board shall value investments of the Fund according to the cost value as on that date.

2) The Interest Income Account shall be credited with all income arising out of the investments of the Fund and profits, if any, arising from sale of securities.

3) The Board shall after crediting the Interest Income Account as stated in Clause 2 above, distribute and credit the amount to the individual accounts of the members in proportion to the total amount standing to his/her credit as on the period of account.

4) The account of each employee shall be credited with interest calculated on monthly running balance basis with effect from the last day in each year at such rate as may be decided by the Board but shall not be lower than the rate declared by the Government from time to time. Calculations shall be done in the following manner:

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

   b) On sums withdrawn during the current year — interest from the beginning of the current year up to the last day of the month preceding the month of withdrawal;

   c) On all the sums credited to the member's account after the last day of the preceding year — interest from the first day of the month succeeding the month of credit to the end of the current year;

   d) The total amount of interest shall be rounded to the nearest whole rupee (Fifty Paisea counting as the next higher rupee).

5) In determining the rate of interest, the Board shall satisfy itself that no excess amount is drawn from the "Interest Income Account" as a result of debt thereto of the interest to be credited to the individual accounts.
6) If the Board is unable to pay interest at the rate declared by the Government for the reason that the return on investments is less than expected, or for any other reason than the deficiency shall be made good by the General Corporation.

30. **Interest to be credited on settlement and transfer:**

1) In case of transfer of provident fund accumulations for final settlement of an account, interest on the balance standing at the credit of the account shall be payable up to the end of the month preceding the date on which the transfer of final payment is authorized:

Provided that interest up to and for the current month shall be payable on the amount which are authorized on or after 16th day of a particular month along with actual payment after the end of the current month.

The rate of interest to be allowed for the broken currency period shall be the rate declared for the year in which payment is made.

2) In case of a member coming from other provident fund, interest on his/her transferred accumulation is to be credited to his/her account from the beginning of the month in which the accumulations are received.

31. **Form and manner of maintenance of Accounts:**

The Board shall maintain proper accounts of its income and expenditure including its administrative accounts, in the Form at Appendix - V and the balance sheet in Form at Appendix - VI of these Regulations. The accounts shall be prepared for the financial year and books shall be balanced as on the thirty first March every year.

32. **Audit of Accounts:**

1) The accounts of Fund maintained by the Board shall be audited yearly by auditors appointed by the Board. A copy of the audited annual Provident Fund Accounts together with the audited Balance Sheet of the Corporation for each financial year shall be submitted to the Regional Provident Fund Commissioner within six months after the close of the financial year.
2) The accounts of the Fund maintained by the Board shall be subject to annual audit by qualified independent Chartered Accountant. The same auditors shall not be appointed for two consecutive years and not more than two years in a block of six years. Where considered necessary, the Central Provident Fund Commissioner shall have the right to have the accounts re-audited by any other qualified auditor and the expenses so incurred shall be borne by the Corporation.

33. **Control of the Fund:**

1) The Board shall have control of the Fund and may delegate powers to a Trustee or official of the Corporation for performance of various functions on its behalf under these Regulations. The Board shall also decide all differences and disputes which may arise under these Regulations as to the rights and obligations of the Corporation and/or of the members and the decision of the majority of the Trustees.

   Provided that in case of disputes and differences which may arise under these Regulations, the matter would be referred to the Regional Provident Fund Commissioner, whose decision shall in all cases be final and binding on all the parties concerned.

2) If any Trustee leaves India for a period of six months or above without intimation to the President of the Board, he shall be deemed to have resigned from the Board of Trustees.

34. **Inspection:**

The Board shall afford facilities for inspection of the accounts of the Fund to the Regional Provident Fund Commissioner or his representative.

35. **Members' Accounts:**

1) An account shall be kept by the Board in the name of each member in which following details shall be entered:

   i. The member's contribution;
   ii. The employer's contribution;
   iii. The interest or profit accruing to the member's account;
iv. The advance/withdrawals, if any, drawn by the members of the Fund; and 
v. The repayments towards advances made by the members.

2) The maintenance of such records shall be done electronically, and necessary provisions shall be made to enable all the members to access their account details from the computer terminals.

3) The Corporation would periodically transmit the details of members' accounts electronically as and when desired by Employees Provident Fund Organisation.

4) Every member shall be given an Annual Statement of Accounts or a Pass Book showing within six months of the close of year indicating the particulars mentioned hereinabove. Such Statement/Pass Book shall be accepted as correct and binding on the members save that if any manifest error found therein is pointed out by the member to the Board in writing within six months after the making of such entry, the same shall be rectified. A member of the Fund is also allowed to inspect his/her account himself/herself or through any person duly authorized by him/her in writing to do so, within seventy-two hours of making such request provided that no such request shall be entertained more than once in two calendar months.

36. Financing of Member's Life Insurance Policies:

1) Where a member desires that premium due on a policy of Life Insurance taken by him/her on his/her own life should be financed from his/her provident fund account, he/she may apply in the Form set out at Appendix-VII of these Regulations to the Board.

2) On receipt of such application, the Board may make payment on behalf of the member to the Life Insurance Corporation of India towards premium due on his/her policy:

Provided that no such payment shall be made unless the premium is payable yearly.

3) Any payment made under sub-regulation (2) above shall be made out of and debited to the member's own subscription with interest thereon standing to his/her credit in the fund.
4) No payment shall be made under Sub-Regulation (2) above unless the member’s own subscription in his/her provident fund account with interest thereon is sufficient to pay the premium; and where the payment is to be made on the first premium, sufficient to pay premium for two years.

5) No payment shall be made towards a policy unless it is legally assignable by the member to the Board.

6) The Board shall before making payment in respect of existing policies, satisfy itself by reference to the Life Insurance Corporation of India that no prior assignment of the policy exists and the policy is free from all encumbrances.

7) No educational Endowment Policy or Marriage Endowment Policy shall be financed from the Fund, if such policy is due for payment in whole or in part before the member attains the age of 55 years.

37. **Conversion of Policy into a paid-up one and payment of late fees etc.**

Where a policy of Life Insurance of a member is financed from his/her provident fund account, the Board may:

a) Convert the Insurance Policy into a paid-up one when the credit in his/her provident fund on account of his/her shares becomes inadequate for the payment of any premium;

b) Pay late fee and interest out of the member’s own subscription in his/her provident fund account, if any premium cannot be remitted to the Life Insurance Corporation of India in time because of delay in sending to the Board the Policy duly assigned to the Board or any other reasons for which the member or Corporation may be responsible.

38. **Assignment of Policy to the Fund:**

1) The policy shall, within six months of the first payment under Regulation - 36 be assigned by endorsement thereon, to the Board in the format set out at Appendix - VIII of these Regulations and shall be delivered to the Board.
2) Notice of the assignment of the policy shall be given by the member to the Life Insurance Corporation of India and the acknowledgement of the said notice by the Corporation shall be sent to the Board within three months of the date of assignment.

3) The terms of the policy shall not be altered nor shall the policy be exchanged for another policy without the prior consent of the Board, whom the details of the alteration or of the new policy shall be furnished in such form as they may specify.

4) If the policy is not assigned and delivered as required under this regulation or is assigned otherwise than to the Board, or is charged or encumbered or lapses, any amount paid from the Fund in respect of such policy shall, with interest thereon at the rate provided under Regulation 29(4) of these Regulations be repaid by the member forthwith to the Fund. In the event of default, the Corporation shall, on receipt of such directions as may be issued by the Board in this behalf, deduct the amount in lump sum or in such installments as the Board may determine from the emoluments of the member and pay it to the Fund within such time and in such manner as may be specified by the Board. The amount so repaid or recovered shall credited to the member’s account in the Fund.

39. **Bonus on policy to be adjusted against payments made from the Fund:**

So long as the policy remains assigned to the Board, any bonus accruing on it, may be drawn by the Board and adjusted against the payments made on behalf of the member under Regulation 38 above.

40. **Re-assignment of Policies:**

1) Where the accumulations standing to the credit of the member are withdrawn under Regulation 51, or when the member repays to the fund the amounts of premium paid by the Board with interest thereon at the rate provided in Regulation 29(4) of these Regulations, the Board shall re-assign by endorsement thereon the policy to the member together with a signed notice of re-assignment addressed to the Life Insurance Corporation of India.

2) If the member dies before the policy has been re-assigned under this Regulation, the Board shall re-assign by the endorsement thereon, the policy to the nominee of the member if a valid nomination subsists and if there be no such nomination, to such person as may be legally entitled to receive it together with a signed notice of re-assignment addressed to the Life Insurance Corporation of India.
41. **Recovery of amounts paid towards Life Insurance Policies:**

If a policy matures or otherwise falls due for payment during the currency of its assignment, the Board shall realize, the amount assured together with bonus, if any, accrued thereon, place to the credit of the member the amount so realized, or the whole of the amount paid from the Fund in respect of the policy with interest thereon, whichever is less, and refund the balance, if any, to the member.

42. **Advances from the Fund:**

1) The Board, on an application as set out in Appendix - IX may sanction the payment to any member of an advance for any of the purposes listed in column 2 of the statement below, up to the limits and subject to special conditions, if any, as given in Column 3 and 4 respectively.

<table>
<thead>
<tr>
<th>Sl No.</th>
<th>Purpose</th>
<th>Limit up to which advance may be sanctioned</th>
<th>Special Conditions</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>To pay for the cost of passage to a place out of India of an employee or any member of his family.</td>
<td>6 months' pay or half of the amount of subscription and interest thereon standing to the credit of the member in the Fund, whichever is less.</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>To pay obligatory expenses on a scale appropriate to the status which by customary usage the member has to incur in connection with: a) The marriage of himself or of his children or of any other person dependent on him. b) Other Ceremonies connected with himself or of his children or of any other person dependent upon him or in connection with the funeral ceremonies of his parents, or of any other person dependent on him.</td>
<td>a) 12 months' pay or half of the amount of subscription and interest thereon standing to the credit of the member in the Fund, whichever is less. b) 6 months' pay or half of the amount of subscription and interest thereon standing to the credit of the member in the Fund, whichever is less.</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>To pay any expenses in connection with illness or a disability including where</td>
<td>6 months' pay or half of the amount of subscription and interest thereon standing to</td>
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<tr>
<td>4. For repairing/renovation of house/flat and for higher education i.e. post degree/diploma.</td>
<td>12 months’ pay or half of the amount of subscription and interest thereon standing to the credit of the member in the Fund, whichever is less.</td>
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</tr>
<tr>
<td>5. For any other purpose authorized by the Income Tax Rules*</td>
<td>6 months’ pay or half of the amount of subscription and interest thereon standing to the credit of the member in the Fund, whichever is less.</td>
<td></td>
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NOTE: - The advances indicated above granted beyond the prescribed limit under Income Tax Rules shall be liable to deduction of tax as per provision of Income Tax Rules.

2) When an advance is sanctioned under sub - regulation (1) above before repayment of last instalment of any previous advance is completed, the balance of any previous advance not recovered shall be added to the advance so sanctioned and the instalments for recovery shall be fixed with reference to the consolidated amount.

3) A member who has been sanctioned an advance from the Fund shall satisfy the sanctioning authority within such period as may be specified by that authority that the money has been utilized for the purpose for which it was sanctioned and, if he fails to do so, the whole sum so sanctioned or so much thereof as has not applied for the purpose for which it was sanctioned, shall forthwith be repaid in one lump sum together with interest thereon at the rate specified under sub - regulation (3) of Regulation 43 by the member of the Fund and in default of such payment, shall be ordered by the sanctioning authority to be recovered from his/her emoluments either in one lump sum or in such number of monthly installments as may be determined by such authority.

4) The applications for temporary advance should be settled within the maximum time frame prescribed by the EPFO from the date of receipt of application in the Zonal Office/Headquarters, as the case may be.

43. Recovery of Advances: -

1) An advance shall be recovered from the member in equal monthly instalments, upto maximum of 48. A member may at his option...
make repayment in a lesser number of installments than that prescribed. The amount of each instalment shall be fixed in terms of whole rupee, the amount of the advance being raised or reduced if necessary to admit such fixation.

2) Recovery shall made in the manner provided in Regulation 24 and shall commence from the first occasion after the advance is made on which the member draws pay for a full month. Recovery shall however not be made except with the member's consent while he/she is in receipt of subsistence grant or on sick leave and/or on extra-ordinary leave exceeding 30 days.

3) Interest shall be charged on advances and recovered in accordance with the provisions of Rule 71 of the Income-Tax Rules, 1962, as amended from time to time.

44. Withdrawal from the Fund for the purchase of dwelling house/flat or for the construction of a dwelling house including the acquisition of a suitable site for the purpose: -

1) The Board, on an application from a member in the Form set out at Appendix - X and subject to the conditions prescribed in this Regulation, may sanction from the amount standing to the credit of the member in the Fund a withdrawal:
   a. For purchasing a dwelling house/flat, including a flat in a building owned jointly with others (on outright or hire purchase basis), or for constructing dwelling house including the acquisition of a suitable site for the purpose from the Central Govt., the State Govt., a Cooperative Society, an Institution, a Trust, a Local Body or a Housing Finance Corporation (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 purchasing dwelling house/flat on ownership basis from a promoter governed by the provisions of any Flats or Apartments Ownership Act or by any other analogous or similar law of the Central Govt. or the State Govt. which may be, in force in any State or area for the time being and who intends to construct or constructs dwelling house or block of flats and the member is required to pay to the said promoter in advance for financing the said construction of the house/flat;

Provided that the member has entered into an agreement with the promoter as may be required under the Flats or Apartments
Ownership Act or by any other analogous or similar law of the Central Govt. or State Govt. which may be in force in any such area and the said agreement is registered under the Indian Registration Act, 1908.

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

Explanation: In this Regulation, the expression, “Cooperative Society” means a society registered or deemed to be registered under the Cooperative Societies Act, 1912(2 of 1912), or under any other law for the time being in force in any State relating to Cooperative Societies.

(2) (a) For the purpose of purchase of a site for construction of house thereon, the amount of withdrawal shall not exceed the member's basic pay and dearness allowance for thirty six months or the member's own share of subscriptions, together with the employer's share of contributions, with interest thereon or the actual cost towards the acquisition of the dwelling site, whichever is the least.

(b) For the purpose of acquisition of a ready built house/flat or for construction of a house/flat, the amount of withdrawal shall not exceed the member's basic pay and dearness allowance for forty eight months or the member's own share of subscriptions, together with the employer's share of contributions, with interest thereon in his/her account in the Fund, or the actual cost towards the acquisition of the dwelling site (together with the cost of constructions thereon) or the purchase of the dwelling house/flat or the constructions of the dwelling house, whichever is the least.

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

(3) (a) 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 subscriptions with interest thereon in the amount standing to his/her credit in the Fund is not less than one thousand rupees;

iii. A declaration from the member that the dwelling site or the dwelling house/flat or the house under construction is free from encumbrances and the same is under title of the member and/or the spouse is submitted;

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-regulation (1), solely for having obtained funds for the purchase of a dwelling house/flat or for the construction of a dwelling house including the acquisition of suitable site for the purpose, such a dwelling site or a dwelling house/flat, as the case may, 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 constructing a dwelling house/flat or a house/flat, built on such a 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 only agency, referred to in clause (a) of sub-regulation (1) and the allottee is precluded from transferring or otherwise disposing of, the house/flat, without the 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 a bar to the giving of a withdrawal under clause (a) of sub-Regulation (1), if the other conditions mentioned in this Regulation are satisfied.

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

(4) Subject to the limitations prescribed in sub-Regulation (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-Regulation (1), the payment of which shall not be made to the member but shall be made directly to the agency in one or more installments, as may be authorized by the member;

b) Where the withdrawal is for the construction of a dwelling house, it may be sanctioned in maximum of two installments.

c) Where the withdrawal is for purchasing dwelling house/flat on ownership basis from a promoter as referred to in clause (c) of sub-Regulation (1), the payment of withdrawal shall be made to the promoter in one or more installments as may be required to be paid to the said promoter and as authorized by the member.

**Explanation:** "PROMOTER" includes a person who constructs or causes to be constructed a block or building of flats or apartments for the purpose of selling some or all of them to other persons or to a Company, Co-operative Society or other association of persons and his assignees, and where the person who builds and the persons who sells are different persons, and term 'Promoter' includes both.

(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 installment and shall be completed within twelve months of the withdrawal of the final installments. 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 where a dwelling site is to be acquired or houses are to be constructed by a cooperative society on behalf of its members with a view to their allotment to the members.

(6) Except in the cases specified in sub-Regulations (7) and (8) no further withdrawal shall be admissible to a member under this Regulation.

(7) An additional withdrawal up-to twelve months basic pay and dearness allowance or the member's own share of subscription...
with interest thereon, in the amount standing to his/her credit in the Fund, whichever is less, may be granted once and in one installment only, for addition, substantial alterations of 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) A further withdrawal up-to to twelve months basic pay and dearness allowance or member's own share of subscription with interest thereon in his/her account, whichever is the least, may be granted for addition, alterations improvement or repair of the dwelling house owned by the member or by the spouse or jointly by the member and the spouse, after ten years of withdrawal, under sub-Regulation (7).

(9) (a) If the withdrawal granted under this Regulation 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 lump sum within thirty days of finalization of the purchase, or the completion of the construction of, or necessary addition, alterations or improvements to a dwelling house, as the case may be. The amount so refunded shall be credited to the employer's share of contributions in the member's account in the Fund to the extent of withdrawal granted out of the said share and the balance, if any, shall be credited to the member's share of subscription in his/her 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/or the refund of the amount by the agency, referred to in clause (a) of sub-Regulation (1) above or in the event of the member not being able to acquire the 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 specified by the Board, the amount of withdrawal remitted under this Regulation to him/her, or, as the case may be, to the agency referred to in clause (a) of sub-Regulation (1) above.
The amount so refunded shall be credited to the employer's share of contributions in the member's account in the Fund to the extent of withdrawal granted out of the said share, and the balance, if any, shall be credited to the member's own share of subscription in his/her account.

(10) If the Board is satisfied that the withdrawal granted under sub-Regulation has been utilized for a 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-Regulation (9) above or that the amount remitted back to the member by any agency referred to in clause (a) of sub-Regulation (1) above, will not be refunded in terms of clause (b) of sub-Regulation (9) above, the Board shall forthwith take steps to recover the amount due with penal interest thereon at the rate of two percent per annum from the pay of the member in such number of installments as the Board, of Trustees may determine. For the purpose of such recovery, the Board may direct the Corporation to deduct such installments from the pay of the member and on receipt of such direction, the Corporation shall deduct accordingly. The amount so deducted, shall be remitted by the employer to the Board within such time and in such manner as may be specified in the direction. The amount so refunded, excluding the penal, interest shall be credited to the employer's share of contribution in the member's account in the Fund to the extent of withdrawal granted out of the said share and the balance, if any, shall be credited to the member's own share of subscription in his/her account. The amount of penal interest shall, however, be credited to the "Interest Income Account":

Provident that the recovery of withdrawal under sub-Regulation (10) above shall be restricted to cases where the recovery has been ordered by the Sanctioning Authority while the members is in service.

(11) Where any withdrawal granted under this Regulation has been misused by the member, no further withdrawal shall be granted to him/her under this Regulation within a period of three years.
from the date of grant of the said withdrawal or till the full recovery of the amount of the said withdrawal, with penal interest thereon, whichever is later.

45. **Withdrawal from the Fund for repayment of loans on special cases:**

(1) (a) The Board may on an application from a member, sanction from the amount standing to the credit of the member in the Fund, withdrawal for the repayment, wholly or partly, of any outstanding principal and interest of a loan obtained in the name of the member or spouse of the member or jointly by the member and the spouse from a State Govt., registered Co-operative Society, State Housing Board, Nationalized Banks, Public Financial Institutions, Municipal Corporation or a body similar to the Delhi Development Authority solely for the purposes specified in sub-Regulation (1) of Regulation 44 above.

(b) The amount of withdrawal shall not exceed the member's Basic Pay and Dearness Allowance for thirty six months or his/her own share of subscription together with the employer's share of contributions, with interest thereon, in the member's account in the Fund or the amount of outstanding principal and interest of the said loan, whichever is least.

2. No withdrawal shall be sanctioned under this Regulation unless:

(a) The member has completed ten years membership of the Fund; and

(b) The member's own share of subscriptions, with interest thereon, in the amount standing to his/her credit in the Fund is one thousand rupees or more; and

(c) The member produces a certificate or such other documents as may be prescribed by the Board, from such agency, 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.

(d) The payment of the withdrawal under this Regulation shall be made direct to such agency on receipt of an authorization from the member in such manner as may be specified by the Board.
46. **Advance from the Fund for marriage or post matriculation education of children:**

(1) The Board may on an application in the format as set out at Appendix -XI to these Regulations, from a member authorize payment to him/her of a non-refundable advance from his/her provident fund account not exceeding fifty percent of his/her own share of subscription, with interest thereon, standing to his/her credit in the Fund, on the date of such authorization, for his/her own marriage, the marriage of his/her daughter, son, sister or brother or for the post matriculation education of his/her son or daughter.

(2) No advance under this Regulation shall be sanctioned to a member unless:

(a) He has completed seven years’ membership of the Fund; and

(b) The amount of his/her own share of subscription with interest thereon standing to his/her credit in the Fund is rupees one thousand or more.

(3) Not more than three advances shall be admissible to a member under this Regulation.

47. **Grant of Advances under abnormal conditions:**

(1) The Board may on an application from a member whose property, movable or immovable, has been damaged by a calamity of exceptional nature, such as floods, earthquakes or riots, burglary, authorize payment to him/her from the provident fund account, a non-refundable advance upto Rupees Twenty five thousand or fifty percent of his/her own total subscription including interest there on standing to his/her credit on the date of such authorization, whichever is less, to meet any unforeseen expenditure;

(2) No advance under sub-Regulation (1) above shall be paid unless:
(a) The State Govt. has declared that the calamity has affected the general public in the area;
(b) The member produces a certificate from an appropriate authority to the effect that his/her property (movable or immovable) has been damaged as a result of the calamity; and
(c) The application for advance is made within a period of four months from the date of declaration referred to in sub-Regulation (a) above.

48. **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/her account in the Fund, for purchasing an equipment required to minimize the hardship on account of the handicap.

(2) No advance under the sub-Regulation (1) above shall be paid unless the member produces a medical certificate from a competent medical practitioner to the satisfaction of the Board to the effect that he/she is physically handicapped.

(3) The amount advanced under this Regulation shall not exceed the member's Basic Pay and Dearness Allowance for six months or his/her own share of subscription with interest thereon or the cost of the equipment, whichever is least.

(4) No second advance under this Regulation shall be allowed within a period of three years from the date of payment of an advance allowed under this Regulation.

49. **Computation of period of membership:**

In computing the period of membership of the Fund of a member under Regulations 44, 45 and 46 of these Regulations, his/her total service exclusive of periods of breaks under the Corporation as well as the periods, of his/her membership, whether of the Fund in respect of exempted establishment or of a Fund established under the Employees Provident Funds Scheme, 1952, as the case may be, immediately preceding the current membership of the Fund, shall be included:
Provided that the member has not severed his member withdrawal of his/her provident fund during such period:

Provided further that his/her past accumulations have transferred to his/her provident fund account.

50. Only one advance for the same purpose.

A member can draw only one final withdrawal for the same purpose. Further an advance and final withdrawal cannot be drawn together for the same purpose.

51. Conversion of an advance into a withdrawal.

A member who has already drawn or may draw in future an advance under Regulation 42 for any of the purposes specified at Serial No. 2(a) and 4 of sub-Regulation (1) may convert, at his/her discretion, by written request in the form as set out at Appendix-XII addressed to the President through the Secretary, the balance outstanding against it into a final withdrawal on his/her satisfying the conditions laid down in Regulation -44 and 46.

52. Withdrawal within one year before the retirement: 52.

The Board may, on an application from a member in form set out in, Appendix - XIII, permit withdrawal of up-to 90 percent of the amount standing at his/her credit, on the date of application at time within one year before his/her actual retirement on superannuation.

Note: The applications for part withdrawal as well as 90% withdrawals should be settled within 15 days from the date of receipt of application in the office of Board.

53. Circumstances in which accumulations in the Fund are payable to a member:

(1) The subscription for the two months preceding the month of retirement shall be recovered in advance from the pay of employees and the contribution along with employer's contributions shall be remitted to the Fund by the Drawing and Disbursing Officer to enable the Board to make final payment within the schedule prescribed in these Regulations.
Provided the employee concerned gives his/her consent to do so.

(2) A member on application as per format at Annexure-XIV may withdraw the full amount standing to his/her credit in the Fund:

(a) On retirement from service after attaining the age of superannuation;

Provided that a member, who has not attained the age of superannuation at the time of termination of his/her service, shall also be entitled to withdraw the full amount standing to his/her credit in the Fund.

(b) On retirement on account of permanent and total incapacity for work due to bodily or mental infirmity duly certified by the medical officer of the Corporation or the Medical Board designated at the instance of Corporation;

(c) Immediately before migration from India for permanent settlement abroad; or for taking employment abroad;

(d) On termination of service in the case of mass or individual retrenchment;

(e) On cessation of service due to imposition of penalty of dismissal/removal/compulsory retirement on conclusion of disciplinary proceedings.

(f) On termination of service on seeking retirement voluntarily under Regulation 22(A) of the FCI (Staff) Regulations, 1971 or under a Special Voluntary Retirement Scheme introduced by the Corporation; and

(g) On retrenchment from the service of the Corporation under Industrial Dispute Act, 1947.

(3) The payment of final withdrawal of CPF accumulations should be released as far as possible on the date of retirement and in case due to any reasons the final payment cannot be released on the day of retirement then atleast 90 percent of the amount standing at the credit of the member shall be released on the day of retirement and remaining balance ten percent will be released within 30 days. At the time of making final payment to the members, a detailed calculation sheet shall be provided.
(1) In order to curtail intentional delay in receiving final payment under this Regulation, if no application is received from the member upto thirty six months from the date of retirement otherwise, interest on the accumulated amount beyond thirty six months will not be payable.

54. Payment on the death of members:

(1) On the death of any member before the amount standing to his/her credit has become payable or where the amount has become payable but payment has not been made:

(a) If a nomination made by the member in accordance with Regulation 20 subsists, the amount standing to his/her credit in the Fund or that part thereof to which the nomination relates, shall become payable to his/her nominee or nominees in accordance with such nomination; or

(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 or if the whole amount or the part thereof to which the nomination relates, not relate, as the case may be, shall become payable to the members of his/her family in equal share;

Provided that no share shall be payable to

(i) son(s) who have attained majority;

(ii) son(s) or a deceased son who have attained majority;

(iii) unmarred daughters whose husbands are alive;

(iv) unmarried daughters of a deceased son whose husbands are alive.

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

Provided further that the widow or widows, and the child(ren) of a deceased son shall receive between them in equal parts only the share which that son would have received if he had survived the member, and had not attained the age of majority at the time of the members death.

(c) In any case, to which the provisions of clause (a) and (b) do not apply, the whole amount shall be payable to the person legally entitled to it.
Explanation: – For the purpose of this Regulation a member’s posthumous child, if born alive, shall be treated in the same way as a surviving child born before the member’s death.

Note: - A format for application for final payment of balance in the Provident Fund Account of a subscriber to be used by the nominees or any other claimants where no nomination subsists is given at Appendix - XV.

(2) The payments will be released to the legal heirs within 30 days provided that valid nomination is available.

(3) In order to curtail delay in final payment under this Regulation, if no application is received from the legal heir of the deceased member upto six months from the date of death, interest beyond six months will not be payable.

55. Payment of Provident Fund accumulations in the case of a person charged with the offence of murder.-

(1) If a person, who in the event of the death of a member of the Fund is eligible to receive provident fund accumulations of the deceased member under Regulation 54 above, is charged with the offence of murdering the member or abetting in the commission of such an offence, his/her claim to receive the share of provident fund shall remain suspended till the conclusion of the criminal proceedings initiated against him/her for such offence.

(2)'If on the conclusion of the criminal proceedings referred to in sub-Regulation (1), the person concerned is:-

(a) convicted for the murder of the member or abetting the murder of the member, he/she shall be debarred from receiving the share of provident fund accumulations which shall be payable to other eligible members of family, if any, of the deceased member; or
(b) acquitted of the murder or abetting the murder of the member, his/her share of provident fund shall be payable to him/her.

56. Payment of Provident Fund: -

(1) When the amount standing to the credit of a member becomes payable, it shall be the duty of the Board to make prompt payment as provided in these Regulations. In case, there is no nominee in accordance with Regulation 20 or there is no person.
entitled to receive such amount under sub- Regulation 54, the Board may, if the amount to the credit of the Fund does not exceed Rs. 10,000/- and if satisfied after due inquiry about the title of the claimant pay such amount to the claimant.

(2) If any portion of the amount, which has become payable, is in dispute or doubt, the Board shall make prompt payment of the portion of the amount in regard to which there is no dispute or doubt, the balance being adjusted as soon as may be possible.

(3) If the person to whom any amount is to be paid under these Regulations is a lunatic for whose estate, a manager under the Indian Lunacy Act, 1912 (4 of 1912), has been appointed, the payment shall be made to such manager. If no such manager has been appointed, the payment shall be made to the nature guardian of the lunatic and in the absence of any such natural guardian, to such person as the officials authorized to make the payment (where the amount does not exceed Rs. 20,000/-) or the President of the Board (if the amount exceeds Rs. 20,000/-), considers to be the proper person representing the lunatic and the receipt of such for the amount paid shall be a sufficient discharge thereof.

(4) If the person to whom, any amount is to be paid under the Regulations is a minor for whose estate a guardian under the Guardians and Wards Act, 1890 (8 of 1890), has been appointed, the payment shall be made to such guardian. Where no guardian under the Guardians and Wards Act, 1890 (8 of 1890), has been appointed, the payment shall be made to the guardian, if any, appointed, under sub- Regulation 4 of Regulation 20. Where no guardian under the Guardians and Wards Act, 1890 (8 of 1890), or under sub- Regulation-20. Has been appointed, the payment shall be made to the natural guardian and in the absence of a natural guardian, to such persona as the officials authorized to make payment (where the amount does not exceed Rs. 20,000/-) or the President of the Board (if the amount exceed Rs. 20,000/-) considers to be the proper person representing the minor and the receipt of such person for the amount paid shall be a sufficient discharge thereof.
(5) If it is brought to the notice of the Board that a posthumous child is to be born to the deceased member, it 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 retain shall be distributed in accordance with the provision of the Regulation 54.

(6) Any amount becoming due to a member as a result of:

(a) supplementary contribution from the employer in respect of leave wages/arrears of pay, instalment of arrear contribution received in respect of a member whose claim has been settled on account but which could not be remitted for want of latest address; or

(b) accumulation in respect of any member who has either ceased to be employed or died, but no claim has been preferred within a period of three years from the date it becomes payable, or if any amount remitted to a person is received back undelivered, and it is not claimed again within a period of three years from the date it becomes payable;

Shall be transferred to an account to be called the "Unclaimed Deposits Accounts".

Provided that in the case of a claim for the payment of the said balance, the amount shall be paid by debiting to the "Unclaimed Deposits Account".

57. **Protection against attachment:**

(1) The amount standing to the credit of any member in the Fund shall not in any way be capable of being assigned or charged and shall not be liable attachment under any decree or order of any court in respect of any debt liability incurred by the member, and neither the official Assignees appoint under the Presidency Towns Insolvency Act, 1909 (3 of 1909), nor any Receiving appointed under the Provincial Insolvency Act, 1920 (5 of 1920), shall be entitled to, or have any claim on any such amount.

(2) The amount standing to the credit of any member in the fund is neither capable of nor liable to withholding, forfeiture, deduction, adjustment, recovery etc., as a consequence of any departmental
orders or disciplinary cases and member of the Fund shall be compelled to give any undertaking assigning giving consent to any recovery from the amount standing to his/her credit in the Fund and any such undertaking will be void.

(3) Any amount standing to the credit of a member in the Fund at the time of his/her death and payable to his/her nominee under these Regulations shall subject to any deduction authorized by these Regulations, vest in the nominee and shall be free from any debt or other liability incurred by the deceased or nominee before the death of the member and shall also not be liable attachment under any decree or order of any court.

58. Acceptance of Provident Fund accumulations from other Provident Funds:

The Board shall accept the past provident fund accumulations of employee who is already a member of the Employees' Provident Funds Scheme 1952 or of a Fund maintained by the exempted establishment and who obtain employment in the Corporation. Such an employee shall immediately be admitted as a member of the Fund. His accumulations, which shall be transferred within three months of his/her joining the Corporation, shall be credited to his/her account.

59. Prohibition against transfers and assignments:

No member shall transfer, assign, undertake or promise whether by way of security or otherwise his/her interest or any part thereof in the moneys lying his/her credit in the Fund and no such transfer, assignment, undertaking promise shall be valid save as provided under these Regulations.

60. Deduction of Income Tax:

The payments of accumulations in the Fund shall be subject to provision of the Income Tax Act, 1961, as amended from time to time, unless otherwise exempted.

61. Delegations of powers:

The Board may delegate any of its powers under these Regulations to the President or to any ex-officio Trustee subject
to such conditions and modifications, as it may deem fit to impose.

62. Interpretation:

If any question arises relating to the interpretation of these Regulations, it shall be referred to the RPFC, whose decision shall be final and binding.

63. Repeal and Savings:

1. The Food Corporation of India (Contributory Provident Fund) Regulations, 1967 is hereby repealed from the date of Notification of this Regulation:

Provided that such repeal shall not affect anything done or any action taken under the said Regulations.

2. The provisions of Employees Provident Funds Scheme, 1952 and Employees Provident Fund & Miscellaneous Provision Act, 1952 as amended from time to time which are more beneficial, will mutatis mutandis applicable to the members.

64. Winding up:

1. The Fund shall not be closed except when the Corporation is wound up in terms of the Section-43 of the Food Corporations Act, 1964. In the event of the dissolution of the Corporation, the Fund shall be closed and the moneys after payment of amounts due to be paid with up to date interest.

2. Provided that in case the Establishment/Board of Trustees fails to comply under the provisions of EPF & MP Act/Approved Trust Rules, the PF Trust can be cancelled by the Competent Authority as per EPF & MP Act and the Establishment/Board of Trustees can be directed to surrender of FCI CPF Trust to the Regional Provident Fund Commissioner.
FOOD CORPORATION OF INDIA REGULATION, 2015.

GUIDELINES FOR THE FUNCTIONING OF BOARD OF TRUSTEES OF FOOD CORPORATION OF INDIA CONTRIBUTORY PROVIDENT FUND.

(See Regulation No. 6(1))

1. The Trust can be created without executing a Registered Trust Deed by the Trustee when elected should ensure that there is a trust deed on the stamp paper and should be irrevocable in nature.

2. The Board of Trustees shall meet at least once in every three months.

3. No business shall be transacted at a meeting of the Board of Trustees unless at least six trustees of the Board are present of whom at least three should be from employer’s side and other from the employee’s side.

4. Monthly return submitted to the Regional Provident Fund Commissioner should be placed before the meeting for scrutiny of the trustees. The trustees attending the meeting should affix their signatures as a proof of their scrutiny. Their views on the returns should be recorded in the minutes of the meeting.

5. The Ex-Officio Trustees may delegate powers for approval of loans/final withdrawal/part withdrawal to General Manager(s). Such delegations should be by name and not to specified positions and the trustees must satisfy that the authorized General Manager is well informed and kept advised about applicable regulations.

6. Similarly settlement of accounts (including transfer of accumulations to another provident fund) should require authorization of an Ex-Officio Trustee of Zonal/Hqrs. The auditors of the fund should specifically check all settlement. All claims for withdrawal, advances and transfers should be settled expeditiously, within the time frame prescribed by Employees' Provident Fund Organisation.

7. The Board of Trustees, wherever the Corporation has not transferred the amount of provident fund to the Board of Trustees shall pass a resolution to the effect and forward it to the employer and the Regional Provident Fund Commissioner.
The Trustees should examine if the amount shown as transferred in the return has in effect been transferred and credited to the Bank account of the fund. Specific mention of this scrutiny and findings should be recorded in the minutes of the meeting.

9. The Trustees should also ensure whether the amount shown as invested in the last monthly return has in effect been invested and record a certificate to that effect in the minutes.

10. Once in every Year, the securities should be recorded and scrutinized by the Trustees and their findings recorded in the minutes of the meetings.

11. The report of the Provident Fund Inspector and the correspondence relating to the trust funds between the Corporation and the Regional Provident Fund Commissioner should be placed before the meeting of trustees and their views recorded in the minutes.

12. Within six month of the close of financial year the Corporation should place the Audited Balance Sheet of the Trust before the trustees.

13. The Trustees shall, before the close of the Financial Year, declare the rate of interest for the succeeding year.

14. Along with the Balance Sheet the President of the Board should also furnish an annual report to the trustees for their consideration and adoption.

15. The Balance Sheet and the Annual Report, after their approval by trustees, should be forwarded to the concerned Regional Provident Fund Commissioner, recognized union/Association of employees.

16. The Board of Trustees should examine all complaints received from the subscribers.

17. The Board of Trustees shall fix a grievance day once in a month.

18. The Board of Trustees shall have a separate Notice Board of their own and display important decisions, amendments etc. on it. Wherever non-transfer/non-investment occur the same should be displayed for the knowledge of the subscribers.
19. The Board of Trustees shall periodically review the issuance of Statement of Account, Settlement of Claims, Sanction of Advances, etc. The Board of Trustees shall be provided quarterly return of pending cases.

20. The Annual Report shall contain the followings:-

(i) The total number of employees of the Corporation in each category work at the beginning of the Year fresh recruitments made/number employees left during the year. The total number of subscribers at the beginning of the year, the additions during the year and the total number of subscribers at the close of the year.

(ii) The names, addresses of the Board of Trustees.

(iii) Total amount of accumulation in the trust with figures at least for the past two years.

(iv) Total amount transferred to the fund (with figures of the past year).

(v) The rate of interest and total amount of interest debited/credited to the fund.

(vi) Investment made during the year: - Details of the Securities to be shown.

(vii) Claims settled and rejected with the amount sanctioned loan application sanctioned/ rejected and the amount distributed.

(viii) Balance sheet, Income and Expenditure Account.

(ix) Constitution/re-constitution of the Board or Trustees. Number of meeting held during the year and salient decisions.

(x) Whether the monthly/annual returns etc. has been submitted to the Regional Provident Fund Commissioner in time or not. If not, reasons of the same.

(xi) A statement to the effect as to whether all the conditions of exemption have been complied with.

(xii) The justification and explanation of the Board in respect of qualifying remarks given by the Auditors.

(xiii) The number of application for transfer of accounts and their disposal.

(xiv) The position regarding issuance of Annual Statement of Accounts. The Arrears, if any, and the reasons for the same.

(xv) The number of inspections carried out and salient remarks, if any.

21. The Annual Report and Accounts of the Provident Fund should be exhibited on Notice Board of all offices within a minimum period of thirty days.

22. The Provident Fund money kept aside for obligatory payments towards settlement of claims and grant of advance to the members may be kept deposited in the Savings Account opened in any scheduled Bank in the name of the fund.
FOOD CORPORATION OF INDIA

FORM OF DECLARATION

[See Regulation, 17(5)]

I, ................................................................. hereby declare that I have read/have been read and explained to me and I have understood the Regulation of .................................................................

I hereby subscribe to and agree to be bound thereby.

Dated the............. Day of........ 20........

Name in full and address .................................................................

.................................................................

Date of birth .................................................................

Nature of appointment .................................................................

Date of joining service .................................................................

Present Salary: (i) Basic .................................................................

(ii) Dearness Allowance .................................................................

Witness

Signature: .................................................................

Name and Designation: .................................................................

Father's/Husband Name: .................................................................

Official Address: .................................................................

.................................................................

Signature/Right or left Hand Thumb
Impression of the employee.

Name:- .................................................................

Father's/ Husband Name: .................................................................

Designation: - .................................................................

.................................................................

The applicant is admitted w.e.f. ................................................................. as a member and has been allotted CPF Account No..................................

.................................................................

Signature of authorized Office.
-83.76-

FOOD CORPORATION OF INDIA

DECLARATION OF PARTICULARS OF LAST EMPLOYER BY THE PERSON APPOINTED IN FOOD CORPORATION OF INDIA

(See Regulation 18)

1. I, ..................................................................................son/daughter/wife of Shri ..................................................................................................(name)

do hereby solemnly declare that I am / I am not

(a) a member of the Employees' Provident Fund.

(b) a member of private Provident Fund of an exempted establishment/ an establishment granted relaxation under para 79 of the Employees Provident Fund Scheme, 1952 and but for such exemption/relaxation would have become and continued as a member of the Employees Provident Fund.

(c) an employee exempted under para 27/27A of the Employees Provident Fund Scheme, 1952 and but for such exemption would have become and continued as a member of the Employees' Provident Fund.

2. I also declare that I was not employed/ I was employed in

(Name and full address of the establishment) ..................................................................................................................................................(Name)

Which is/not a covered establishment/ in any covered establishment under cover of the Employees Provident Fund & Misc. Provisions Act, 1952, and any provident Fund Account No is ...........................................................................................................(Account No)

3. I further declare that I have/have not withdrawn the total accumulation standing to my credit in the Fund.

Signature or right/ left hand thumb

Impression of the employee.

Date ........................................

Name...........................................................................................................

Father's/Husband's Name...........................................................................

Designation:............................................................................................

Present place of posting:........................................................................
-83.77-

be filled up by the employer only when the person employed is not a member of the Employees Provident Fund.

(Name of the employee)

(Designation)

(Name of the Establishment)

(Date of appointment)

Particulars of employment

<table>
<thead>
<tr>
<th>From</th>
<th>To</th>
<th>Total period</th>
</tr>
</thead>
</table>

Date of admission as member of Food Corporation of India Contributory Provident Fund

Signature of authorized Officer.
FOOD CORPORATION OF INDIA
(CONTRIBUTORY PROVIDENT FUND) REGULATIONS, 2015
DECLARATION AND NOMINATION FORM UNDER THE CONTRIBUTORY
PROVIDENT FUND, REGULATIONS, 2015 AND EMPLOYEES' PENSION
SCHEME, 1995

1. Name (in block letters) .................................................................

2. Father's/Husband's Name .............................................................

3. Date of Birth .............................................................................

4. Sex .............................................................................................

5. Marital Status ...........................................................................

6. Account No ................................................................................
   (i) CPF: ...................................................................................
   (ii) EPS: ..................................................................................

7. Address: ....................................................................................
   Permanent: ................................................................................
   Temporary: .............................................................................

8. (a) Date of joining of CPF. ..........................................................
   (b) Date of joining of EPS Scheme, 1995 ....................................

PART-A (CPF)

I hereby nominate the person(s) / cancel the nomination made by me
previously and nominate the person(s), mentioned below to receive the
amount standing to my credit in the Food Corporation of India (Contribution
Provident Fund) in the event of my death:

<table>
<thead>
<tr>
<th>Name of the nominee</th>
<th>Address</th>
<th>Nominee's relationship with the</th>
<th>Date of Birth</th>
<th>Total amount of share of accumulations</th>
<th>If the nominee a minor</th>
</tr>
</thead>
</table>
nominees | member | in CPF to be paid to each nominee | name and relationship and address of the guardian who made receive the amount during the minority of nominee
--- | --- | --- | ---
(1) | (2) | (3) | (4) | (5) | (6)

*Certified that I have no family as defined in Regulation 2(l) of the Regulations and should I acquire a family hereafter the above nomination should be deemed as cancelled.

*Certified that my father/ mother is / are dependent upon me.

Signature/ or thump impression of the subscriber

*Strike out whichever is not applicable.

NOTE: - A fresh nomination shall be made by the member on his/her marriage and any nomination made before such marriage shall be deemed to be invalid.

**PART - B (EMPLOYEES PENSION SCHEME)**

I hereby furnish below particulars of the members of my family, who would be eligible to receive widow/children pension in the event of my death.

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Name of the family members</th>
<th>Address</th>
<th>Date of Birth</th>
<th>Relationship with the member</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1)</td>
<td>(2)</td>
<td>(3)</td>
<td>(4)</td>
<td>(5)</td>
</tr>
</tbody>
</table>

*Certified that I have no family as defined in para 2(vii) of the Employees' Pension Scheme, 1995 and should I acquire a family hereafter I shall furnish particulars thereon in the above form.
I hereby nominate the following persons for receiving the monthly pension admissible under para 16(2) (1) (i) and (ii) of Employees Pension Scheme 1995 in the event of my death without leaving any eligible family member receiving pension.

<table>
<thead>
<tr>
<th>Name and Address of the nominee</th>
<th>Date of Birth</th>
<th>Relationship with the member</th>
</tr>
</thead>
</table>

Date: ____________________________

Signature/ or thumb impression of the subscriber

EPS A/c. No. _______________________

*Strike out whichever is not applicable.

CERTIFICATE BY EMPLOYER

Certified that the above declaration and nomination had been signed/ thumb impressed before me by Shri/Smt./Kum. ___________________ employed in Food Corporation of India after he/she has read the entries. The entries have been read over to him/her by me and got confirmed by him/her.

Signature of the employer or other authorized officer of the Corporation

Place: ____________________________

Name ____________________________

Date ____________________________

Designation _______________________

Name of office _______________________

Note: - Whom you can nominate

(A) Under the Food Corporation of India (Contributory Provident Fund) Regulations, 2015

(1) A member C.P.F who is married and/or his father/ mother is/ are dependent upon him can nominate only one or more persons belonging to his family as defined below:-

(a) In the case of a male member, his wife, his children, his dependent parents and his deceased son’s widow and children;
(b) In the case of female member, her husband, her children, her dependent parents, her husband’s dependent parents, her deceased son’s widow and children.

(2) If the member has got no family, or is bachelor, nomination may be in favour of any person or persons, whether related to him or not or even to an institution. If the member subsequently acquires a family such nomination shall forthwith become invalid and the member should make a fresh nomination in favour of one or more persons belonging to his/her family.

Under the Family Pension Scheme, 1995

(1) On the death of a member of the Family Pension Scheme, his/her family will be entitled to the benefits under the Family Pension Scheme. The family is defined as under:

(i) Wife in the case of a male member;
(ii) Husband in the case of a female member; and
(iii) Minor sons and unmarried daughters.

Explanation: The expression "sons" and "daughters" shall include children adopted legally before death in service.

(2) If the member has got no family, the death of the member, will not be paid. However, life Assurance benefit will be paid to the person or persons entitled to receive his/her Provident Fund accumulations.
## SCHEDULE

<table>
<thead>
<tr>
<th>PREVIOUS YEAR</th>
<th>EXPENDITURE</th>
<th>AMOUNT (Rs)</th>
<th>THIS YEAR (Rs.)</th>
<th>INCOME</th>
<th>AMOUNT (Rs.)</th>
<th>THIS YEAR</th>
<th>Rs.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rs.</td>
<td>Interest</td>
<td></td>
<td>Interest</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>Paid/Credit to the Members</td>
<td></td>
<td>Received on Investment Received on Saving Bank</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>On Members Subscription</td>
<td></td>
<td>S.B.I</td>
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<td></td>
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<tr>
<td>Officers and staff</td>
<td></td>
<td>U.T.I</td>
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<td></td>
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<tr>
<td>Departmental Labourers</td>
<td></td>
<td>I.C.I.C.I</td>
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<tr>
<td>On Corporation Contribution</td>
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<td>Incentive/ Commissions</td>
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<td>Officers &amp; Staff</td>
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<tr>
<td>Departmental Labourers</td>
<td></td>
<td>Opted Out</td>
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<td></td>
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<tr>
<td>On Final Payments</td>
<td></td>
<td>Officers &amp; Staff</td>
<td></td>
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<td></td>
</tr>
<tr>
<td>On Payment Loss paid to Ex-Members</td>
<td></td>
<td>Department Labourers</td>
<td></td>
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</tr>
<tr>
<td>Interest on Suspense Account</td>
<td></td>
<td>Discount Received on Investment</td>
<td></td>
<td></td>
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<td></td>
<td></td>
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<tr>
<td>Interest Paid on Purchase of Securities</td>
<td></td>
<td>Previous Year</td>
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<tr>
<td>Interest Paid on EPS 95 opted out</td>
<td></td>
<td>Current Year</td>
<td></td>
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<tr>
<td>Officers &amp; Staff</td>
<td>Penal Interest</td>
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<tr>
<td>Departmental Labourers</td>
<td>Forfeited Amount</td>
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<tr>
<td>Premium Paid on Investment</td>
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<td>Previous Years</td>
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<td>Surplus of Income over expenditure</td>
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<td><strong>Total</strong></td>
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</tbody>
</table>

Manager (CPF)  Assistant General Manager (CPF)  Deputy General Manager (CPF)

General Manager (CPF)/Chief General Manager (CPF)  Executive Director (Finance)  President, FCI CPF Trust
Secretary, FCI CPF Trust
FOOD CORPORATION OF INDIA  
(See Regulation 31)  
THE FOOD CORPORATION OF INDIA CONTRIBUTORY PROVIDENT FUND  
BALANCE SHEET AS ON ........................................

<table>
<thead>
<tr>
<th>PREVIOUS YEAR (Rs)</th>
<th>LIABILITIES</th>
<th>SCHEDULE NO.</th>
<th>AMOUNT (Rs.)</th>
<th>THIS YEAR (Rs.)</th>
<th>PREVIOUS YEAR (Rs)</th>
<th>ASSETS</th>
<th>SCHEDULE NO.</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Member Balances</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Investment</td>
<td>II</td>
<td></td>
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<td></td>
<td>Compulsory Subscription</td>
<td>I</td>
<td></td>
<td></td>
<td></td>
<td>Interest Accrued but Not received</td>
<td></td>
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<tr>
<td></td>
<td>Voluntary Subscription</td>
<td>I</td>
<td></td>
<td></td>
<td></td>
<td>Temporary Advance</td>
<td>III</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Corporation Contribution</td>
<td>I</td>
<td></td>
<td></td>
<td></td>
<td>Due from FCI</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Pension Scheme</td>
<td>III</td>
<td></td>
<td></td>
<td></td>
<td>Due From Income Tax Department</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Lapsed Fund Account</td>
<td>III</td>
<td></td>
<td></td>
<td></td>
<td>Due from R.P.F.C</td>
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<td>Lapsed Fund Account</td>
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<td></td>
<td>Suspense Account</td>
<td>III</td>
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<td>Suspense Account</td>
<td>III</td>
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<td></td>
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<td></td>
<td></td>
<td></td>
<td>Suspense Account</td>
<td>III</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Ex-Member Balances</td>
<td>III</td>
<td></td>
<td></td>
<td></td>
<td>BANK BALANCES</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Payment less paid to ex-members</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Saving Bank A/c</td>
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<td></td>
<td>Due to F.C.I</td>
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<td>S.B.I.</td>
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<td></td>
<td>Liability towards members consequent upon non,</td>
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<td></td>
<td>U.T.I.</td>
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<tr>
<td>Description</td>
<td>Value</td>
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<tr>
<td>_availment of EPS'95 Scheme</td>
<td>I.C.I.C.I.</td>
<td></td>
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<tr>
<td>Surplus of Income over expenditure</td>
<td></td>
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<tr>
<td>Add: Balance Brought Forward from Income &amp; Expenditure A/c</td>
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</tr>
</tbody>
</table>

Manager (CPF)  Assistant General Manager (CPF)  Deputy General Manager (CPF)

General Manager (CPF)/ Secretary, FCI CPF Trust  Chief General Manager (CPF)  Executive Director (Finance)  President, FCI CPF Trust
FOOD CORPORATION OF INDIA

APPLICATION FOR FINANCING A LIFE INSURANCE POLICY OUT OF THE PROVIDENT FUND ACCOUNT
(See Regulation 36)

To,

The General Manager (CPF),

Sir/Madam,

I, .................................................. S/o/D/o/W/o ...........................................
(Name in block capital) an employee of ................................................................. authorize the Board to:

(i) Withdraw, a sum of Rs. .......................................... (Rupees ........................................... ) from my Provident Fund Account No. .................................................. and remit the same to the Life Insurance Corporation of India towards the initial premium in respect of my Life Insurance Policy/proposal for Life Insurance details of which are given herein;

(ii) Make withdrawal on annual basis of Rs. .......................................... (Rupees ........................................... ) form my Provident Fund Account No. .................................................. each time the premium falls due for payment and remit the same to the Life Insurance Corporation of India towards the premia in respect of my Life Insurance Policy, details of which are given herein so as to reach the said Corporation within the time allowed for such payments;

(iii) To convert the said insurance policy into a paid-up one when the credit in my provident fund relating to my own contribution becomes inadequate for the payment of any premium, unless the payment of further premium is arranged by me with the Life Insurance Corporation of India and I inform the Board accordingly;

(iv) To pay late fees and/or interest on my own contribution in my Provident Fund Account, if any premium cannot be remitted to the said Corporation in time because of delay in sending to the Board the policy duly assigned to the Board or any other reason for which I or my employer may be responsible.
the authorization at Paragraph 1(ii) above shall be effective only when my life insurance policy duly assigned to the Board of Food Corporation of India, Contributory Provident Fund has been received by the Board after proper registration of the assignment in the books of the said Corporation,

(ii) the said authorization shall thereafter remain operative till such time as I continue to be a member of the Fund and have enough accumulations to my credit as my own share in the Fund or till the maturity of the policy, whichever is earlier,

(iii) the terms of the policy shall not be altered nor shall be policy be exchanged for another policy without the prior written consent of the Board.

3. The policy is enclosed for inspection/will be forwarded when received/has already been assigned to the Board and accepted by the Board vide letter No........................................dated..........................................................
.............................................................................................................

4. I am aware that the policy is to be assigned to the Board as security within six months of the date of the date of the first remittance by the Fund to the said Corporation and sent to the Board after registration of the assignment in the books of the said Corporation.

5. I declare that:-

(a) I have been a member of the Fund for the period of not less than two years which is the minimum period for being eligible for financing insurance policy from the fund.

(b) The amount standing to my credit in my Provident Fund Account (my own share) is Rs..........................................................as on ..................................................which is sufficient for making payment to L.I.C. for two years.

(c) My annual contribution to the fund is Rs..................................................which is sufficient to pay my yearly premia.

(d) I propose to nominate the same person as for the Provident Fund.

6. I also declare that the policy is free from any 'encumbrances' and the details of the policy/proposal given herein are correct to the best of my knowledge.
7. Details of the policy/proposal:
   (i) Address of the branch office or unit of the Life Insurance Corporation where the policy account is to be maintained.
   (ii) Policy/proposal No. and date.
   (iii) Sum assured/proposal to be assured.
   (iv) Probable date of purchase of the policy.
   (v) Whether the proposal has been accepted and if so, by what date the first premium is to be paid.
   (vi) Cost of the policy (in the case of single payment of policy).
   (vii) Amount of yearly premium.
   (viii) Due date(s) for payment of premium.
   (ix) Date of payment of last premium.
   (x) Whether age has been admitted. If not, state the nature of proof presented to the Life Insurance Corporation.
   (xi) Name(s) of the nominee(s) under section 39 of the Insurance Act, 1938.
   (xii) Guardian appointed under section 39 of the Insurance Act, 1938 in respect of minor nominees, if any.
   (xiii) Details of any previous policy already assigned to the Board.

   Or

   "Certified that I have not withdrawn any amount previously for financing out of my provident fund account."

   (xiv) Remarks

   **Signature or left/right thumb impression of the member.

   Name: .................................................................

   Date: .................................................................

   Certified that this form has been *signed/thumb-pressed before me by ................................................................. (Name of member) Account No. ................................................................. (Name of establishment)..........

   .................................................................

   .................................................................

   .................................................................

   Signature of the employer or his authorized official

   Date.................................................................

   Designation.................................................................

   Code No. of the Estt.................................................................

   i Delete portion not applicable.
   ii Left hand thumb-impression in the case of illiterate male member and right hand thumb impression by illiterate female member.
FOOD CORPORATION OF INDIA

FORM OF ASSIGNMENT OF POLICIES UNDER REGULATION 38 TO BE ENDORSED ON POLICY,

I, ................................................ S/o/D/o/W/o ..................................................
..... hereby assign unto the ...........................................................
................................. Board of Trustees, Food Corporation of India Contributory Provident Fund ...........................................................

............... within the policy of assurance as security for payment of all sums which under Regulation 41 Food Corporation of India Contributory Provident Fund Regulations, 2015, I may hereafter become liable to pay to the Fund.

I herewith certify that no prior assignment of the within policy exists

dated ......................... this .........................day of ......................... 20...........

The details of police are given as under:-

(a) ...........................................................
(b) ...........................................................
(c) ...........................................................
(d) ...........................................................

Station ..................................................
CPF Account No. ..................................................

Signature or left/right thumb
Impression of the member.

Date:..................................................
Name: ..................................................
Father's/Husband's Name: ..................................................
Designation: ..................................................

*Left hand thumb impression in the case of illiterate male member and right hand thumb impression in the case of female member.

Witness:-
Signature:-
Name:-

Father's/Husband's Name:
Certified that this Form has been signed before
Shri/Smt/Miss/.................................................................
S/o/D/o/W/o..............................................................................

Date ..................................................20.

Signature of the authorized officer
Name: .................................................................
Designation: .................................................................

Stamp of the Establishment

Note: (1) The Policy is required to be assigned within six months after the first withdrawal in respect of it by endorsement thereon in terms of the above Form.
(2) While assigning the Policy the notice hereunder should be given to the Life Insurance Corporation:

NOTICE

To,
The Divisional Manager,
The Life Insurance Corporation of India.
Unit .................................................................

Subject: - Assignment of Policy No .................................................................

Notice is hereby given that policy No.................................................................for Rs .................................................................on the life of Shri/Smt .................................................................as on this ..............day of ..............20.................................................................has been assigned in favour of Board of Trustees, Food Corporation of India Contributory Provident Fund by Shri/Smt .................................................................

2. The said policy is enclosed. Please have the assignment registered in books and return the policy to the Board of Trustees, Food Corporation of India Contributory Provident Fund, 16 - 20 Barakhamba Lane, Connaught Place, New Delhi - 110 001.

Yours faithfully,

Signature of the Assignee
Name and Full Address
FOOD CORPORATION OF INDIA

APPLICATION FOR TEMPORARY ADVANCE FORM CONTRIBUTORY PROVIDENT FUND

(See Regulation 42)

1. Name of Subscriber .................................................................

2. Father's/Husband's Name ..........................................................

3. Designation .................................................................

4. Place of posting .................................................................

5. Present basic pay .................................................................

6. (a) CPF Account No ........................

(b) Monthly Subscription ..........................................................

7. Balance at the Credit of the subscriber in his/her CPF Account on the Date of application ..........................................................

8. (a) Amount of advance required ..................................................

(b) Number of installments in which advance is to be recovered ....

9. Particular of advance last drawn, if any .............................................
   (a) Amount of advance ..........................................................

(b) Amount repaid ..........................................................

(c) Balance outstanding ..........................................................

(d) Month in which last installment was recovered ..........................

10. (a) Purpose for which advance is required ......................................
   i. To pay for the cost of passage to a place out of India; or
   ii. To pay obligatory expenses i.e for marriage or religious ceremony, etc, or
   iii. Repairing/ renovation of house/ flat; or
   iv. Higher education
(b) If advance is required for some religious ceremony, pilgrimage, in and date:

(c) Whether it is obligatory to perform by your religion:

(i) If advance is required for someone, whether he is solely dependent upon you:

11. Particulars of Part withdrawal, if any: CC: CS

Station: 
Signature: 

Name and Designation: 
Father's/Husband's Name: 

Date: 

Verified and recommended for Rupees: 

Signature & Stamp of the Forwarding authority: 

(Head of Office/Head of Division in Hqrs.)

<table>
<thead>
<tr>
<th>(i)</th>
<th>To pay for the cost of passage to a place out of India.</th>
</tr>
</thead>
<tbody>
<tr>
<td>(ii)</td>
<td>For marriage</td>
</tr>
<tr>
<td>(iii)</td>
<td>For religious ceremony</td>
</tr>
<tr>
<td>(iv)</td>
<td>For repairing/renovation of house/flat</td>
</tr>
</tbody>
</table>

NOTE - Amount of advance admissible (see Regulation 42):
- 6 months pay or half of the amount of subscription and interest thereon.
- 12 months pay or half of the amount of subscription and interest thereon.
<table>
<thead>
<tr>
<th></th>
<th>For higher education</th>
<th>12 months pay or half of the amount of subscription and interest thereon</th>
</tr>
</thead>
<tbody>
<tr>
<td>(v)</td>
<td>For any other purpose authorized by the Income Tax Act.</td>
<td>6 months pay or half of the amount of subscription and interest thereon</td>
</tr>
</tbody>
</table>
FOOD CORPORATION OF INDIA
APPLICATION FOR WITHDRAWAL FROM THE FUND FOR THE PURPOSE
OF DWELLING HOUSE/FLAT/CONSTRUCTION OF A DWELLING HOUSE
INCLUDING PURCHASE OF PLOT/REPAYMENT OF LOAN
(See Regulation 44 and 45)

1. Name of the member (in block letters)

2. Father's/Husband's name

3. Place of present posting

4. (a) CPF A/c No.
   (b) Basic wages
   (c) Dearness Allowance

5. Amount of withdrawal required

6. Purpose for which withdrawal is required:
   *(a) Purchasing a dwelling house
   *(b) Purchasing a dwelling site
   *(c) Construction of a dwelling-house
   *(d) Addition/substantial alteration or substantial improvements necessary to the dwelling house owned by member.
   *(e) Completing the construction of the dwelling house already commenced by member.
   *(f) Acquiring a flat in a building.
   *(g) Repayment of loans.

7. Whether any advance/withdrawal has been sanctioned for any of the purposes mentioned against Serial No. 6. If so, the date of sanction thereof

8. Area and location of the dwelling site/house intended to be purchased/constructed already purchased/constructed. Whether the site
purchased/intended to be purchased/constructed is within or outside municipal area.

Name and address of the present owner of the dwelling site/house intended to be purchased.

(iv) If the withdrawal is for the purchase of a dwelling site or house, the purchase shall be completed within six months of the withdrawal.

(v) The amount of the withdrawal shall not be utilized for constructing a dwelling house on land which is not owned solely by me.

(vi) The amount of withdrawal shall not be utilized in purchasing a dwelling site or house which is not free from encumbrances and which is a share in a joint property.

(vii) Such title deeds, plans, other documents and information related to the intended purchase, construction or addition as may be called for, by Board from time to time shall be furnished on demand.

(viii) A declaration in the form prescribed by the Board shall be furnished to him immediately on finalization of the purchase or completion of the construction or addition to the house.

(ix) If the purchase or construction for which the withdrawal is granted does not materialize or if there is any breach of the conditions specified herein, the entire amount of the advance together with interest thereon at the rate of 6.25% per annum shall be refunded to the Fund.
DECLARATION

15. I declare that----
   
i. I have not taken any withdrawal from the Fund for any purpose mentioned in para 6 above.
   
ii. The dwelling site/house intended to be purchased out of the withdrawal applied for is free from encumbrances and is not a share in joint property.
   
iii. *Without the further withdrawal now applied for the construction already commenced cannot be completed/ the additions which are essential cannot be made.
   
iv. I am the sole owner of the land on which I intend to construct a dwelling house out of the withdrawal applied for.
   
v. All requirements of the local authorities in connection with the intended construction/purchase have been satisfied.

**Signature of left/right hand thumb impression of the member.

Date.............. Date..................

Delete terms if no applicable.

Left hand thumb impression in the case of illiterate male member and right hand thumb impression in the case of illiterate female member. Thumb impression at the top.

Note:-Amount of withdrawal admissible under Regulation 44:

<table>
<thead>
<tr>
<th>(ii)</th>
<th>Amount of withdrawal shall not exceed the member's basic pay and DA for 36 months or member's own share of subscriptions along with employer's share of contributions with interest thereon or actual cost of acquisition of dwelling site.</th>
</tr>
</thead>
<tbody>
<tr>
<td>For purchase of a site for</td>
<td></td>
</tr>
<tr>
<td>construction of house thereon</td>
<td></td>
</tr>
<tr>
<td>For purchase of ready built house/flat or construction of a house or flat.</td>
<td>Amount of withdrawal shall not exceed the member's basic pay and DA for 48 months or member own share of subscriptions along-with employer's share of contributions with interest thereon or actual cost towards acquisition of dwelling site (together with cost of constructions thereon or purchase of dwelling house/flat, or construction of dwelling house, whichever is least.</td>
</tr>
</tbody>
</table>
FOOD CORPORATION OF INDIA

APPLICATION FOR NON-REFUNDABLE ADVANCE FROM THE FUND FOR PURPOSES OF MARRIAGE/POST MATRICULATION EDUCATION/TO MEET UNFORSEEN EXPENDITURE SUCH AS MOVEABLE/IMMOBILE PROPERTY DAMAGED DUE TO NATURAL CALAMITY/PURCHASE OF EQUIPMENT REQUIRED BY PHYSICALLY HANDICAPPED PERSONS.

(See Regulation 46, 47 and 48)

1. Name in full (in block letters)

2. Father's/Husband's Name

3. Present place of posting


5. Monthly basic wages, DA: Basic DA Total

6. Amount of advance (non-refundable) required

7. Purpose for which advance is required:
   (a) for self-marriage/marriage of my son/daughter/sister/brother
   (b) for post-matriculation education of son/daughter
   (c) to meet unforeseen expenditure i.e. movable/immoveable property damaged by a calamity such as floods, earthquakes or riots

8. Certificates to be produced:
   (a) In case of advance (non-refundable) for post-matriculation education of son/daughter, a certificate, a certificate from the institution regarding the course of study and anticipated expenditure is to be attached.
   (b) In case of advance (non-refundable to meet unforeseen expenditure, a certificate as under is required to be produced from the competent authority...
"Certified that the moveable/immoveable property of Shri/Smt. situate at................. Has been damaged due to...........(date). The estimated loss of property due to ................. calamity is valued at Rs.......... The State Government has declared that the calamity has effectuated the general public in the area in which the property of the member is/was located vide notification/press release No.............. dated ................."

**Signature of revenue Officer.**

(c) For advance (non-refundable) to purchase equipment for physically handicapped members, a medical certificate from competent authority, as under, is to be produced:-

"Certified that Shri/Smt./Ku ...............S/o, D/o, W/o..........is physically handicapped viz...........(nature of hardship) and requires the equipment viz........costing about Rs...............to minimize the hardship on account of handicap.

**Signature of doctor with date and seal.**

9. *I declare that the advance (non-refundable) is required to meet the expenses in connection, with my marriage/marriage of my son/daughter/brother/sister, Shri/Kumari ..........aged ..........to be elebrated on.............(Date) at...................(Address)*

10. I declare that the above particulars are true to the best of my knowledge and I will abide by the conditions governing the grant of advance under the Regulations.

11. Certificate(s)/document(s) in support of my application is/are furnished/enclosed.

**Signature/left or right hand thumb impression of the member**
Amount of Advance (non-refundable) admissible:

| (i) | For marriage or post matriculation education of children (Regulation-46) | Not exceeding fifty percent of member's own share of subscriptions with interest thereon standing to the credit on the date of authorization. |
| (ii) | Advance (non-refundable) under abnormal conditions such as movable/immoveable property damaged by a natural calamity viz floods, earthquake, riot. | Rupees twenty five thousand or fifty percent of member's own share of total subscription including interest thereon standing credit on the date of such authorization. |
FOOD CORPORATION OF INDIA

APPLICATION FORM FOR CONVERSION OF AN ADVANCE INTO A FINAL WITHDRAWAL

(See Regulation 51)

1. Name of the subscriber

2. Father/Husband's Name

3. Designation


5. Pay

6. Sanction order and date under which advance was sanctioned

7. (a) Purpose for which advance taken

(b) Date of payment of the advance

(c) Amount of advance sanctioned

(d) No. of instalments in which advance to be recovered

8. (a) Amount of advance recovered

(b) Balance outstanding to be converted into a final withdrawal

(c) Interest due on the amount of advance

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

10. (a) Total service on the date of application

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

(c) Date of superannuation
For Establishment Section.

The above particulars have been verified from the service records of the applicant and are found to be correct.

Signature of AGM (P)/Area Manager
FOOD CORPORATION OF INDIA

APPLICATION FORM FOR 90% WITHDRAWAL FROM CONTRIBUTORY PROVIDENT FUND

(See Regulation 52)

1. Name of the subscriber/CPF A/c. No. .................................................................

2. Father/Husband's Name ..................................................................................

3. CPF A/c. No. ......................................................................................................

4. Designation ........................................................................................................

5. Place of posting ................................................................................................

6. Basic Pay + DA .................................................................................................

7. Date of Birth .....................................................................................................

8. Date of Superannuation ......................................................................................

9. Balance of the subscriber on the date of application as below:
   (i) Closing balance as per latest Account’s slip (enclose photocopy of latest account slip) .................................................................
   (ii) Credit from previous account on account of monthly contribution.
   (iii) Refunds made to the Fund after the closing balance w/dld.(i) above as made to the Fund.

10. Whether any part/full withdrawal/advance (non-refundable) was made from the main account? If yes, give details thereof:

11. Whether any temporary advance was drawn. If yes, give details thereof:
   (a) Amount and date of sanction of advance .....................................................
   (b) Amount of advance already received ..........................................................
   (c) Balance amount recoverable .....................................................................
   (d) Withdrawal during the period from .......................................................to..
   (e) Net balance or credit on date of application ..............................................
Certified that the particulars furnished as above are correct to the best of my knowledge.

Date:-

Signature

PART - II

For use of Establishment Section

The particulars indicated by the applicant have been verified from his/her service book and same are found correct.

AGM (Estt.) Area Manager
FOOD CORPORATION OF INDIA

APPLICATION FORM FOR FINAL WITHDRAWAL OF CONTRIBUTORY PROVIDENT FUND

(See Regulation 53)

General Manager (CPF),
Food Corporation of India,

Sir/Madam,

I am to retire/have retired/have been discharged/dismissed/have been prematurity retired/ Voluntarily retired/have resigned to take up new appointment with effect from ..... from the services of the Food Corporation of India. I have joined since with .................on .................. (in case of resignations to take up new appointment in other establishment).

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

3. I request that the entire balance along with interest due in my above mentioned account number, under the Regulations may be transferred to ........................................

4. In case it is not possible to release final payment of the day of retirement, 90 percent amount at my credit may be released to me on the day of retirement.

5. I hereby declare that I had drawn part final withdraw/temporary advance last on ......................... and no amount of advance is outstanding or advance of Rs .................. is recoverable form me.

Place ..................

Date ..................

Signature ..................

Name  ..................

Address ..................

PART - II
(FOR OFFICE USE SECTION)

Forwarded to GM(CPF) FCI, Hqrs./ZO for necessary action

2. Certified that He/She/Smt .....................is to superannuate/retired/has been dismissed/has been prematurely retired/voluntarily retired/resigned to take up new appointment in other establishment w.e.f. ........................./from the service of Corporation.

3. Certified further that he/she had withdrawn part final withdrawal/temporary advance last on ......................and no amount of advance is outstanding or amount of Rs. ......................is outstanding against him/her.

AGM (Estd.)/ Area Manager

AGM (Estd.)/ Area Manager
FOOD CORPORATION OF INDIA

FORM OF APPLICATION FOR FINAL PAYMENT OF BALANCES IN THE PROVIDENT FUND ACCOUNT OF A SUBSCRIBER TO BE USED BY THE NOMINEES OR ANY OTHER CLAIMANTS WHERE NO NOMINATION SUBSISTS.

(See Regulation 54)

General Manager (CPF),
Food Corporation of India,

........................................

........................................

Sir,

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

1. Name of the Employee .................................................................
2. Date of Birth ...........................................................................
3. Post held by the employee ...........................................................
4. Date of Death ...........................................................................
5. Prof of death in the form of a 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:

<table>
<thead>
<tr>
<th>Name of nominee</th>
<th>Relationship with the subscriber</th>
<th>Share of the nominee</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

9. In case the nomination is in favour of a person other than a member of the family, the details of the family, if the subscriber subsequently acquired a family:

<table>
<thead>
<tr>
<th>Name</th>
<th>Relationship with the subscriber</th>
<th>Age on the date of death</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<tr>
<td></td>
<td></td>
<td></td>
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<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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 daughter 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:

<table>
<thead>
<tr>
<th>No</th>
<th>Name</th>
<th>Relationship with the subscriber</th>
<th>Age on the date of death</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

11. In the case of amount due to a minor child/legal heir, a guardianship certificate issued by competent Court of Law should be enclosed:

<table>
<thead>
<tr>
<th>Name</th>
<th>Relationship with the subscriber</th>
<th>Age on the date of death</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
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.)

<table>
<thead>
<tr>
<th>Name</th>
<th>Relationship with the subscriber</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

13. Religion of the claimant(s):..........................................................

Yours faithfully,

Station............

Dated.............

(Signature of claimant)
(Full name and address)

FOR USE OF ESTABLISHMENT SECTION

Forwarded to the GM (CPF).................................for necessary action. The particulars furnished above have been duly verified.

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

3. He/She died on ...........................................A death certificate issued by the Municipal authorities has been produced/is not required in this case as there is no doubt about 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 .............the amount of deduction being Rs.................... And recovery, on account of refund of advance of Rs..........................................................
Certified that he/she was not/both sanctioned any temporary advance nor any interim withdrawal from his/her Provident Fund account during the 12 months immediately preceding the date of his/her death.

OR

Certified that the following temporary advances/interim 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 death.

<table>
<thead>
<tr>
<th>Name</th>
<th>Relationship with the subscriber</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

It is certified that no demand of employee is/are due for recovery on account of advances.

(Signature of the Head of O.P.)

[Signature]