

SCHEDULE

SYAMA PRASAD MOOKERJEE PORT, KOLKATA (Non-Contributory Provident Fund) Regulations, 2022

CHAPTER-I – PRELIMINARY

Preliminary

In exercise of the powers conferred by Clause (1) of Section 72 of the Major Port Authorities Act, 2021 and in suppression of all previous Rules, Regulations, Bye-laws framed in this respect except things done or omitted to be done under the said rules, regulations or bye-laws before such suppression, the Board of Syama Prasad Mookerjee Port, Kolkata hereby makes the following regulations, namely:-

Regulation – 1: Short Title and Commencement.

- i. These Regulations may be called the Syama Prasad Mookerjee Port, Kolkata Non-Contributory Provident Fund Regulations, 2022.
- ii. These Regulations shall come into force on the date of their publication in the Official Gazette.

Regulation – 2: Definitions

These Regulations shall apply to all the employees of the Board of Syama Prasad Mookerjee Port, Kolkata who are members of Non-Contributory Provident Fund or who may be admitted to membership of the Fund under the provisions of these Regulations.

Regulation – 3: Definitions

In these Regulations, unless the context otherwise requires:-

- a. 'TRUSTEES' shall mean a Board of Seven Trustees consisting of the Chairperson, two Deputy Chairpersons, two Members representing Employees, Financial Adviser and Chief Accounts Officer and General Manager (Finance), HDC of the Syama Prasad Mookerjee Port, Kolkata, ex-officio, who shall be responsible to the Syama Prasad Mookerjee Port, Kolkata for the conduct of the Fund in accordance with the Regulations hereinafter laid down.

- b. 'Chairperson' shall mean the Chairperson for the time being of Syama Prasad Mookerjee Port, Kolkata.
- c. 'Deputy Chairperson' shall mean the Deputy Chairperson, Kolkata or Deputy Chairperson, Haldia for the time being of Syama Prasad Mookerjee Port, Kolkata.
- d. 'Labour Trustees' shall mean the representative of the Labour Unions in the Board of the Syama Prasad Mookerjee Port, Kolkata for the time being as Notified under the provisions of the Major Port Authorities Act, 2021.
- e. 'Financial Adviser & Chief Accounts Officer' shall mean the Financial Adviser & Chief Accounts Officer for the time being of the Syama Prasad Mookerjee Port, Kolkata.
- f. 'General Manager Finance, HDC' shall mean the General Manager Finance, HDC for the time being of the Syama Prasad Mookerjee Port, Kolkata.
- g. 'Senior Deputy Chief Accounts Officer' shall mean the Senior Deputy Chief Accounts Officer looking after the Provident Fund matters for the time being of the Syama Prasad Mookerjee Port, Kolkata.
- h. 'Deputy Chief Accounts Officer' shall mean the Deputy Chief Accounts Officer looking after the Provident Fund matters for the time being of the Syama Prasad Mookerjee Port, Kolkata.
- i. 'Senior Accounts Officer' shall mean the Officer to whom the duty to maintain the Provident Fund Account of the subscribers has been assigned subject to the control of the Trustees of the Fund.
- j. 'Pay' shall mean the amount as defined in Rule 9(21)(a) of the Fundamental Rules drawn monthly by an employee and includes Dearness Allowance, Incentive payment and any other allowance if such an allowance or allowances are allowed to be counted as pay for the purpose of Provident Fund subscriptions by the Board of Syama Prasad Mookerjee Port, Kolkata.
- k. 'Dependent' shall mean any of the following relatives of the subscriber, namely, the wife, parent, child, minor brother, unmarried sister and deceased son's widow and child and where no parent of the subscriber is alive, a paternal grand-parent.

Provided that if a subscriber proves that his wife has been judicially separated from him or has ceased under the customary law of the community to which she belongs to be entitled to maintenance, she shall thenceforth be deemed to be no longer a dependent in matters to which these Regulations relate unless the subscriber intimates to the Financial Adviser and Chief Accounts Officer in writing that she shall continue to be so regarded and in the case of a female subscriber, if she by a notice in writing to the Financial Adviser & Chief Accounts Officer expresses her desire to exclude her husband from the list of dependents, her husband shall thenceforth be deemed to be no longer a dependent of the subscriber in matters to which these regulations relate unless the subscriber subsequently cancels such notice in writing.

I. 'Family' shall mean :-

- i. In the case of a male subscriber, the wife or wives and children or stepchildren of a subscriber.
- ii. In the case of a female subscriber the husband and children of a member.
- iii. Parents, unmarried sisters and minor brothers wholly dependent on the subscriber.

m. 'Leave' shall mean any variety of leave recognised by the Kolkata Port Trust's Employees (Leave) Regulations, 1985 or as amended from time to time.

n. 'Fund' shall mean the Syama Prasad Mookerjee Port, Non-Contributory Provident Fund.

o. 'Year' shall mean financial year from April to March.

CHAPTER-II – Management, Accounts and Investments

Regulation – 4: Control and Management

The Fund shall be controlled on behalf of its members by a Board of Trustees consisting of the Chairperson, the Deputy Chairperson, Kolkata, the Deputy Chairperson, Haldia, Financial Adviser & Chief Accounts Officer and General Manager (Finance) Haldia, ex-officio, who shall be responsible to the Syama Prasad Mookerjee Port, Kolkata for the conduct of the Fund in accordance with the regulations hereinafter laid down.

The Fund shall be managed by the Senior Accounts Officer through Senior Deputy Chief Accounts Officer and Deputy Chief Accounts Officer who shall conduct its affairs subject to the control of the Trustees of the Fund.

Regulation – 5: Operation of the Fund

The Accounts of the fund shall be kept separate from those of the Syama Prasad Mookerjee Port, Kolkata. All receipts of the Fund shall be paid into a separate account at the State Bank of India or with other Scheduled Banks. This separate account shall be operated over the joint signatures of the Chairperson or the Deputy Chairperson or Financial Adviser & Chief Accounts Officer or General Manager (Finance), HDC and Senior Deputy Chief Accounts Officer or Deputy Chief Accounts Officer or Senior Accounts Officer (Provident Fund). The expenses of the Management shall be borne by Syama Prasad Mookerjee Port, Kolkata.

Regulation – 6: Investment

All moneys not immediately required for the purpose of the Fund shall, from time to time be invested by the Trustees of the Fund in the Promissory Notes, Debentures, Stock or other securities of the Central Government or any State Government or the Debentures or other securities for money issued, under the authority of any Act of Legislature established in India, by or on behalf of any municipal body, Port Authority or City Improvement Trust in any Presidency town or in debenture bonds or other securities, both the principal thereof and the interest whereon shall have been fully and unconditionally guaranteed by either the Central or State Governments or in fixed deposits with the State Bank of India and/or with other nationalized bank or any other scheduled bank and the restrictions contained in Section 20A of the Indian Trusts Act, 1982 (II of 1982) shall not apply to any such investments.

Investment of such surplus fund will be decided by the Trustees of Non contributory Provident Fund bearing in mind the guidelines issued by Ministry of Shipping vide letter No.PD-12018/3/2018-PD-VI(Coord) dated 27.7.2018, as may be amended from time to time.

The securities purchased and the fixed deposits made by the Trustees of the Fund shall be held in the name of the Fund and such securities may be sold or the fixed deposits may be realized from time to time under the joint signatures of the Chairperson or Deputy Chairperson and the Financial Adviser and Chief Accounts Officer or General Manager (Finance), HDC in order to raise such sum as may be required for the purpose of the Fund.

Regulation – 7 : Annual Audit and Accounts

- a) The Accounts of the Fund in which the value of all securities held shall be assessed at the market values ruling on the 31st March of each year, shall be closed as on 31st March in each year and audited annually by the Comptroller and Auditor General of India or such person as may be appointed by him in this behalf.
- b) The Accounts of the Fund will be signed by the Chairperson, any of the Deputy Chairperson and either Financial Advisor & Chief Accounts Officer or General Manager (Finance), HDC.
- c) The Accounts of the Fund for the First year after notification shall comprise 15 months covering the period from 1st of January to 31st March of next Calendar year

Regulation – 8: Annual Report

An annual report accompanied by the Audited Accounts for the year shall be made by the Senior Accounts Officer as soon after the years working as possible and shall be submitted to the Board of the Syama Prasad Mookerjee Port, Kolkata. Each subscriber shall be furnished as soon as possible with an annual statement of his/her Statement of Account.

Regulation – 9: Syama Prasad Mookerjee Port, Kolkata's liability to the Fund.

Syama Prasad Mookerjee Port, Kolkata will accept liability for any deficiencies found in the Fund after completion of the yearly audit from depreciation of securities or other cause or causes and will pay the amount of the deficiency or any portion of that amount on, and in accordance with the demand of the Trustees of the Fund, if the Trustees of the Fund consider the payment of a part or the whole amount is advisable either to meet claims payable under the regulations of the Fund or for the security of the subscribers.

CHAPTER-III – MEMBERSHIP & NOMINATIONS

Regulation – 10: Membership – Conditions Membership

Membership shall be compulsory for:-

- i. Any permanent employees who joined the service on or after 1st June, 1982.

Provided these regulations do not apply to such employees recruited after 01/01/2004, who are governed by National Pension Scheme.

Regulation – 11(a) : Nomination – Conditions

Every subscriber shall be permitted to nominate a dependent or dependents and if he/she has no dependent or dependents within the meaning of Regulation 3(k) above, any person to receive the whole or any portion of the total amount standing to his/her credit in the Fund, if he/she dies while in service or if he/she dies after retirement but before payment is made.

Provided that the nomination already made by the subscriber in the Syama Prasad Mookerjee Port, Kolkata's Contributory Provident Fund to which he/she was subscribing before joining the Fund shall, if the amount to his/her credit in such Fund has been transferred to his/her credit in the Fund, be deemed to be nomination duly made under this regulation until he/she makes a fresh nomination in accordance with this Regulation.

Provided further that the nomination made by a subscriber of any person other than a dependent shall be treated as null and void if the subscriber acquires any dependent subsequently by marriage and even if he/she does not cancel the aforesaid nomination in accordance with Regulation 11(C).

Regulation – 11(b) :

All nominations must be writing in Form I, annexed hereto as Appendix I, duly signed by the subscriber and attested by two witnesses and must be sent to and registered in the Office of the Senior Accounts Officer where they shall be retained for record. The nominee so registered shall be and remain, until he/she dies or until the subscriber's nomination has been revoked in the manner hereinafter mentioned, fully entitled to receive and give discharge for such amount as the subscriber has nominated him to receive. If a nominee dies before the subscriber, the nomination, so far as it relates to such nominee, shall be treated as null and void.

Regulation – 11(c) :

A nomination in writing and registered as aforesaid can only be revoked when a complete cancellation in Form II annexed hereto as Appendix II, has been made by the hand of the subscriber and attested by two witnesses duly registered in the

Office of the Senior Accounts Officer. The subscriber may at the same time, make a fresh nomination or nominations in accordance with the procedure stated in sub-regulation (b) above.

Regulation – 11(d) :

Payment made to a nominee registered as aforesaid shall be a full discharge to the Trustees of the Fund provided that before the death of a subscriber the existing nomination has not been cancelled and a fresh nomination received by the Senior Accounts Officer for registration.

Regulation – 11(e):

Marriage or re-marriage of a subscriber who is not a Hindu, Mohammedan, Buddhist or other person exempted from the operation of the Indian Succession Act 1925 (XXXIX), shall render null and void any nomination already submitted by him/her.

Regulation – 11(f) :

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

CHAPTER-IV – SUBSCRIPTION & INTEREST

Regulation – 12(a): Compulsory Subscription

A subscriber shall subscribe to the Fund in accordance to these Regulations, except during the period when he/she is under suspension or the period of reemployment after final retirement from Syama Prasad Mookerjee Port, Kolkata's service.

Regulation – 12(b):

The amount of subscription may be-

a) reduced once at any time during the course of the financial year giving one month's notice to the Senior Accounts Officer

or

b) enhanced twice at any time during the course of the financial year giving one month's notice to the Senior Accounts Officer

Provided the amount of subscription shall be fixed by the subscriber himself/herself subject to the following conditions namely:

- i. It shall be expressed in whole rupees.
- ii. It may be sum, so expressed, not less than $8\frac{1}{3}$ per cent of his/her pay but not more than his/her full pay.

- iii. Threshold upper limit of the subscription including arrear subscription, in a financial year will be restricted to Rs.5,00,000/-.

Regulation – 13(a): Subscription during leave, deputation or suspension.

The subscription of any subscriber when he/she is absent either on leave of any kind except post-superannuation or refused leave or on deputation shall be assessed on his/her full/average pay as the case may be. A subscriber may, however, at his/her option not subscribe during any period of leave, other than leave on average pay or earned leave of less than one month's or 30 days duration as the case may be.

Provided that when a subscriber is transferred to Foreign Service or sent on deputation, he/she shall remain subject to the regulations of the Fund in the same manner as if he/she were not so transferred or sent on deputation.

Provided further that the subscriber must intimate his/her election not to subscribe during leave at the time of submitting leave application. Failure to make due and timely intimation shall be deemed to constitute an election to subscribe.

Regulation – 13(b):

A subscriber shall not subscribe to the Fund during a period of suspension.

Provided that a subscriber on re-instatement after a period passed under suspension shall be allowed the option of paying in one sum, or in instalments any sum not exceeding the maximum amount of arrears of subscription permissible for that period.

NOTE:A subscriber need not subscribe during a period treated as 'dies-non'.

Regulation – 14 : Interest

The Syama Prasad Mookerjee Port, Kolkata shall credit interest to a subscriber's account as at 31st March each year, at such rate as the Syama Prasad Mookerjee Port, Kolkata may from time to time decide by a resolution in meeting calculated on the monthly balance at the credit of each subscriber compounded yearly. In view of change in accounting period, interest for the period of First year after notification shall comprise 15 months which will be calculated and credited as follows:

1. Will be credited on 31st December for the calendar year from 1st January to 31st December; and
2. Will be credited on 31st March for the period from 1st January of next calendar year to 31st March of next calendar year.

CHAPTER-V – ADVANCES & WITHDRAWALS

Regulation – 15: Advances to Subscribers

* The Senior Accounts Officer may with the approval of Financial Adviser & Chief Accounts Officer grant advance to any subscriber a sum of whole rupees and not exceeding in amount three months' pay or half the amount standing to his credit in the Fund, whichever is less, for one or more of the following purposes :-

- a. to pay expenses in connection with the illness, confinement or a disability, including where necessary, the travelling expenses of the subscriber and members of his family or any person actually dependent on him;
- b. to meet cost of higher education including where necessary the travelling expenses of the subscriber and members of his family or any person actually dependent on him in the following cases, namely :-
 - i. for education outside India for academic, technical, professional or vocational course beyond the High School stage and
 - ii. for any medical, engineering or other technical or specialized course in India beyond the High School stage, provided that the course of study is for not less than three years;
- c. to pay obligatory expenses on a scale appropriate to the subscriber's status which by customary usage the subscriber has to incur in connection with betrothal or marriages, funerals or other ceremonies;
- d. to meet the cost of legal proceeding instituted by or against the subscriber, any member of his family or any person actually dependent upon him, the advance in this case being available in addition to any advance admissible for the same purpose from any other Government source.
- e. to meet the cost of the subscriber's defence where he engages a legal practitioner to defend himself in an enquiry in respect of any alleged official misconduct on his part.
- f. to purchase consumer durables such as TV, VCR/VCP, washing machines, cooking range, geysers, computers etc.

NOTE-1 For the purpose of this regulation pay includes dearness pay where admissible.

NOTE-2 In the case of a subscriber who applies for a temporary advance while he is under suspension and draws subsistence allowance instead of pay, the 'pay' for the purpose of this regulation shall be that which he drew immediately before he was placed under suspension.

NOTE-3 When an advance has already been granted to a subscriber under this regulation, a subsequent advance may be granted to him/her under this Regulation even though the previous advance may not have been repaid in full, provided, however, that the unpaid balance of the previous advance shall be deducted from the advance subsequently granted.

NOTE-4 The Chairperson may, in special circumstances, sanction the payment to any subscriber of an advance if he is satisfied that the subscriber concerned requires the advance for reasons other than those mentioned under Regulation 15.

Regulation – 16 : Recovery of Advances

An advance made under Regulation 15(i) or 15(ii) hereof shall be recovered by not more than 30 equal monthly installments and an advance made under Regulation 15(iii) hereof shall be recovered by not more than 48 equal monthly installments by deduction from the salary of the subscriber to whom it is made. The amount of each installment shall, however, be not less than the subscriber's monthly subscription. The deduction will begin not later than the first complete month throughout which the subscriber is on duty after the advance has been made.

Recovery of advance granted to a subscriber under Regulations 15(i), (ii) or (iii) shall not be made, except with the subscriber's written consent while he/she is in receipt of subsistence allowance.

Regulation – 17: Wrongful use of Advance

Notwithstanding anything contained in these Regulations, if the sanctioning authority has reason to doubt that money drawn as an advance from the Fund under Regulation 15 has been utilised for a purpose other than that for which sanction was given to the drawal of the money, he shall communicate to the subscriber the reasons for his doubt and require him/her to explain in writing and within 15 days of receipt of such communication whether the advance has been utilised for the purpose for which sanction was given to the drawal of the money. If the sanctioning authority is not satisfied with the explanation furnished by the subscriber within the

said period of 15 days, the sanctioning authority shall direct the subscriber to repay the amount in question to the Fund forthwith or, in default, order that the amount be recovered by the deduction in one sum from the emoluments of the subscriber even if he/she is on leave. If the total amount to be repaid be more than half the subscriber's emoluments, recoveries shall be made in monthly installments till the entire amount is repaid by him/her.

Regulation – 18 : Non-refundable withdrawals

Withdrawals may be granted to a subscriber at any time subject to the sanction of the Chairperson or any of the Deputy Chairperson in case of Class-I and Class-II employees and Financial Adviser & Chief Accounts Officer or General Manager Finance, HDC, in case of Class – III and Class – IV employees

- (A) After the completion of fifteen years of service (including broken periods of service, if any) of a subscriber or within ten years before the date of his retirement on superannuation, whichever is earlier. From the amount standing to his credit in the Fund, for one or more of the following purposes, namely –
- (a) Meeting the cost of higher education, including where necessary the travelling expenses of the subscriber or any child of the subscriber in the following cases, namely.
 - (i) for education outside India for academic, technical, professional or vocational course beyond the High School stage; and
 - (ii) for any medical, engineering or other technical or specialised course in India beyond the High School state;
 - (b) meeting the expenditure in connection with the betrothal / marriage of the subscriber or his sons daughters, and any other female relation actually dependent on him;
 - (c) meeting the expenses in connection with the illness, including where necessary, the travelling expenses of the subscriber and members of his family or any person actually dependent on him;
 - (d) meeting the cost of consumer durables such as TV, VCR/VCP, Washing Machines, Cooking Range, Geysers, Computers, etc.

(B) During the service of a subscriber from the amount standing to his credit in the Fund for one or more of the following purposes, namely -

(a) building or acquiring a suitable house or ready built flat for his residence including the cost of the site or any payment towards allotment of a plot or flat by State Housing Board or a House Building Society;

(b) repaying an outstanding amount on account of loan expressly taken for building or acquiring a suitable house or ready built flat for his residence;

(c) purchasing a house site for building a house thereon for his residence or repaying any outstanding amount on account of loan expressly taken for this purpose;

(d) reconstructing or making additions or alterations to a house or a flat already owned or acquired by a subscriber;

(e) renovating, additions or alterations or upkeep of the ancestral house or a house built with the assistance or loan;

(f) Constructing a house on a site purchased under Clause (C).

(C) Within twelve months before the date of subscriber's retirement or superannuation from the amount standing to the credit in the fund, without linking to any purpose.

NOTE-1 Withdrawal under sub-clause (a), (d), (e) or (f) of Clause (B) shall be sanctioned only after a subscriber has submitted a plan of the house to be constructed or of the additions or alterations to be made, duly approved by the local municipal body of the area where the site or house is situated and only in cases where the plan is actually got to be approved.

NOTE-2 The amount of withdrawal sanctioned under sub-clause (b) of Clause (B) shall not exceed $\frac{3}{4}$ th of the balance on date of application together with the amount of previous withdrawal under sub-clause (b), reduced by the amount of previous withdrawal. The formula to be followed is $\frac{3}{4}$ th of (the balance as on date plus amount of previous withdrawal(s) for the house in question, minus the amount of the previous withdrawal(s)).

NOTE-3 Withdrawal under sub-clause (a) or (d) of Clause (B) shall also be allowed where the house site or house is in the name of wife or husband provided she or he is the first nominee to receive Provident Fund money in the nomination made by the subscriber.

NOTE-4 Only one withdrawal shall be allowed for the same purpose under this regulation. But marriage or education of different children or illness on different occasions or a further addition or alteration to a house or flat covered by a fresh plan duly approved by the local municipal body of the area where the house or flat is situated shall not be treated as the same purpose. Second or subsequent withdrawal under sub-clause (a) or (f) or Clause (B) for completion of the same house shall be allowed up to the limit laid down under Note-2.

NOTE-5 A withdrawal under this regulation shall not be sanctioned if an advance under Regulation 15 is being sanctioned for the same purpose and at the same time.

Conditions for Non-refundable withdrawal :

(I) Any sum withdrawn by a subscriber at any one time for one or more of the purpose specified in Regulation 18 shall not exceed 75% of the balance at his credit in the fund in case of withdrawals under Clause (A) and 90% of the balance at his credit in the fund in case of withdrawals under Clause (B) of Regulation 18.

(II) The withdrawal admissible under Regulation 18C shall not exceed 90% of the amount standing to the credit of the subscriber in the fund.

(III) A subscriber who has been permitted to withdraw money from the Fund under Regulation 18 shall satisfy the sanctioning authority within a period of 3 months in case of withdrawals under Clause (A) and 6 months in case of withdrawals under Clause (B) that the money has been utilised for the purpose for which it was withdrawn or the construction of the house has been commenced and if he fails to do so the whole of the sum so withdrawn or so much thereof as has not been applied for the purpose for which it was withdrawn shall forthwith be repaid in one lump sum by the subscriber to the Fund and in default of such payment, the subscriber will be liable for disciplinary action.

(IV) A subscriber who has been permitted under sub-clause (a) or sub-clause (b) or sub-clause (c) of Clause (N) of Regulation 18 to withdraw money from the amount standing to his credit in the Fund, shall not part with the possession of the house built or acquired or house site purchased with the money so withdrawn, whether by way of sale, mortgage (other than mortgage to the Syama Prasad Mookerjee Port, Kolkata Authority), gift, exchange or otherwise, without the previous permission of the Sanctioning Authority.

Provided that such permission shall not be necessary for –

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

(V) The subscriber shall submit a declaration not later than 31st day of December of every year as to whether the house or the house-site, as the case may be, continues to be in his possession or has been mortgaged otherwise transferred or let out as aforesaid and shall, if so required, produce before the sanctioning authority on or before the date specified by that authority in that behalf, the original sale, mortgage or lease deed and also the documents on which his title to the property is based.

(VI) If, at any time before his retirement, the subscriber parts with the possession of the house or house-site without obtaining the previous permission of the sanctioning authority, he shall forthwith repay the sum so withdrawn by him in a lump sum to the Fund, and in default of such repayment, the subscriber shall be liable for disciplinary action. The detailed procedure for withdrawal under Regulation 18(B) is annexed as Appendix-I

CHAPTER-VI – OPTION & TRANSFER OR FUND

Regulation-19: Subscriber's Account

Separate accounts shall be kept for each subscriber showing the monthly subscriptions of the subscriber and the interest thereon.

Regulation-20 : Transfer from other service

An employee who has joined the Syama Prasad Mookerjee Port, Kolkata's service from any Government, Railway, Port Authority or Quasi-Government body wherein he/she was a subscriber to the Provident Fund, without break of service, if he/she so desires, can have the amount standing to his/her credit, at the date of joining, in the said Provident Fund transferred to this Fund.

CHAPTER-VIII – SETTLEMENT OF PROVIDENT FUND DUES

Regulation – 21: Payment to subscribers on Leaving Service.

A subscriber's accumulation in the Fund including interest shall be paid as soon as possible after his/her retirement, quitting service or death. Interest shall be credited to his/her account up to the end of the calendar month prior to the date of tender of payment.

Provided that in case of delays caused by the circumstances beyond the control of the subscriber or administrative delays in making the settlement, interest shall continue to be credited to his/her account up to the end of 1 (one) year after the month in which such amount become payable.

Regulation – 22: Payment of subscriber's dues.

When a subscriber's accumulation in the Fund has become payable in accordance with Regulation 21, Senior Accounts Officer shall dispose of the amount as follows:-

Payment of subscriber's dues

(1) Pay to the subscriber or

(2) Pay, if the subscriber is dead, to the person or persons entitled to receive payment in the following manner :-

(a) If a valid nomination under Regulation 11 subsists, the amount or the part thereof to which the nomination relates shall be paid to the nominee or to person as may be authorised by law to receive payment on his/her behalf.

(b) If no valid nomination subsists or if the nomination relates only to a part of the amount, provided the whole amount or the part thereof to which the nomination does not relate, does not exceed Rs.5,000/- and provided notice of the existence of a will disposing of such amount and intention to prove the same be not given to the Senior Accounts Officer, within one month of the death of the member or if such notice be given but such will is not probated within six months from the death of the member, such amount shall be paid in terms of Section 4(1)(b) of the Provident Funds Act, 1925(XIX of 1925) to any person appearing to the Chairperson or any of the Deputy Chairperson to be entitled to receive it.

(c) If the amount is not payable to any person under Clause (i) or (ii) above, it shall be paid to a person producing Probate or letters of Administration proving the grant to him of Administration to the estate of the deceased subscriber or a Certificate granted under Indian Succession Act, 1925 (XXXIX of 1925), in terms of Section 4(1)(c)(ii) of the Provident Fund Act, 1925.

Regulation – 23 : Payment to Minors

Payments on behalf of minor children shall be made to their guardian appointed under the Guardians and Ward Act, 1890 (VIII of 1890) or to other person authorised by law. Provided that payment on behalf of Hindu Minors may be made to the mother and on behalf of Mohammedan Minors to the Paternal grandfather without production of guardianship certificate.

Regulation – 24: Payment to Lunatics.

If a subscriber/s person to whom under these Regulations a payment has to be made or a policy to be reassigned, is a lunatic, payment or reassignment shall be made to the Manager appointed under the Indian Lunacy Act, 1912 (IV of 1912) or to other person authorized by law.

Regulation – 25 : Immunity from attachment.

Subject to the provisions of Section 3 of the Provident Fund Act, 1925 (XIX of 1925), neither a subscriber nor any person on his/her behalf or in respect of his/her interest in the fund shall, save as expressly provided by these Regulations, be entitled to claim or demand payment of any money standing in the name of the subscriber in the books of the Fund.

CHAPTER-IX – MISCELLANEOUS

Regulation – 26: Interpretation of Regulations interpretation of Rules

The decision of the Chairperson, Syama Prasad Mookerjee Port, Kolkata on all questions arising out of these regulations shall be final.

Regulation – 27:

(1) On the commencement of these regulations, Syama Prasad Mookerjee Port, Kolkata Non-Contributory Provident Fund Rules or order in force immediately before such commencement shall in so far as it provides for any of the matters contained in these Regulations, cease to operate.

(2) Any case which pertains to the settlement of Provident Fund dues of a subscriber who had retired before the commencement of these Regulations shall be disposed of in accordance with the provisions of the old rule as if these rules had not been made.

(3) Subject to the provision of Sub-regulation (2), anything done or any action taken under the old rule shall be deemed to have been done or taken under the corresponding provisions of these Regulations.

NOTE:- The Calcutta Port Trust Employees' (Non-Contributory Provident Fund) Regulations, 1988 were sanctioned by the Central Government vide G.S.R. No.667(E) dated 1st June, 1988 and published in the Gazette of India (Extraordinary) dated 1st June, 1988. The first Amendment Regulations were approved by the Government and published in the gazette of India Extraordinary vide GSR No.745 dated 25th September, 2000.

The second Amendment Regulations were approved by the Government and published in the gazette of India Extraordinary vide GSR 49(E) dated 3rd February 2006.

* Inserted/substituted/deleted by first amendment regulations.

APPENDIX-I
OF
CALCUTTA PORT TRUST
NON-CONTRIBUTORY PROVIDENT FUND

REGULATIONS
(VIDE REGULATION 18)

Procedure to be followed in connection with the withdrawal of P.F. money for House Building purpose.

Withdrawal may be for the following purposes:

- I. Purchase of land including cost of building of a house thereon.
- II. Acquiring of a suitable ready built house or a flat.
- III. Repayment of a loan taken for acquiring a house or flat.
- IV. Expenditure for reconstructing or making additions or alterations of subscriber's own house or flat or his/her ancestral house.

Before sanctioning the withdrawals under the above items, the Calcutta Port Trust should insist upon the subscriber signing and affirming before the Presidency Magistrate, Calcutta the enclosed declaration and fulfilling the following obligations:

(A) Re: Item I

(a) He/she should satisfy the Syama Prasad Mookerjee Port, Kolkata that the amount is actually required for purchasing the property and that he/she possesses or intends to acquire forthwith the right to build on the site on which the house is proposed to be built.

(b) He/she should satisfy the Syama Prasad Mookerjee Port, Kolkata that the amount withdrawn together with such other private savings as the subscriber may have will be sufficient to complete the property of the type proposed.

(c) He/she should satisfy the Syama Prasad Mookerjee Port, Kolkata by production of original title deeds or otherwise as may be directed by the Syama Prasad Mookerjee Port, Kolkata that he/she will acquire marketable unencumbered and undisputed title to the property proposed to be purchased.

(d) He/she should produce for Syama Prasad Mookerjee Port, Kolkata 's inspection the agreement of sale (Baynapatra) within a week from the grant of the loan and the deed of conveyance within a fortnight from completion of purchase (production of conveyance will be possible only after the property has been purchased with the loan sanctioned by the Syama Prasad Mookerjee Port, Kolkata).

(e) He/she should produce the sanctioned plans of the proposed building and permits from the local authority where necessary for purchase of building materials to the extent required at controlled rates.

(f) He/she should bear all costs and expenses whatsoever that Calcutta Port Trust may have to incur or be put to in this connection.

(B) Re: Item II

As in (a), (b), (c), (d) and (f) of A above.

(C) Re: Item III

He/she should satisfy the Syama Prasad Mookerjee Port, Kolkata by production of documents and papers that there is a genuine subsisting loan expressly taken for the purpose of building or acquiring a house/flat for his/her own use.

SYAMA PRASAD MOOKERJEE PORT, KOLKATA
NON-CONTRIBUTORY PROVIDENT FUND
NOMINATION FORM (VIDE REGULATION-11(B))

FORM-I

Particulars of previous nomination _____

Noted in Personal Account

NAME.....DESIGNATION.....P.F. A/C NO.....

I, hereby declare that in the event of my death the amount standing at my credit in the Non-contributory Provident Fund of the Syama Prasad Mookerjee Port, Kolkata shall be distributed among my dependants mentioned below in the manner shown against their names.

NAME/S OF THE NOMINEES (IN BLOCK LETTERS)	ADDRESS OF THE NOMINEES	RELATION WITH THE SUBSCRIBER	AGE OF NOMINEE ON DATE OF NOMINATION	AMOUNT OR SHARE OF ACCUMULATION

PLACE.....

DATE.....

SIGNATURE OF THE SUBSCRIBER

(1) NAME.....ADDRESS.....OCCUPATION.....SIGNATURE.....

(2) NAME.....ADDRESS.....OCCUPATION.....SIGNATURE.....

Note : A nomination is not valid if the nominee is not 'dependant' as defined in Regulation 3(g) namely (a) in the case of a male subscriber or the wife, parent, child minor, brother, unmarried sister and a deceased son's widow and where 'no' parent of the subscriber, is alive, a paternal grandparent and in the case of a (2) female subscriber the husband, child, deceased son's widow and child, her dependent parents and parents of her husband.

FORM-II
APPENDIX-II

SYAMA PRASAD MOOKERJEE PORT, KOLKATA
NON-CONTRIBUTORY PROVIDENT FUND
FORM II [VIDE REGULATION 11 (C)
FORM OF NOTICE CANCELLING A NOMINATION

NAME.....

DESIGNATION.....

PROVIDENT FUND A/C NO.....

I hereby cancel the declaration made by me in favour of _____

as regards the disposal, in the event of my death, of the amount standing at my credit in the Syama Prasad Mookerjee Port, Kolkata Non-Contributory Provident Fund.

As witness my hand this _____ day of _____ one thousand nine hundred and _____.

Signature _____

Witness: Signature _____

Address _____

Occupation _____

Witness: Signature _____

Address _____

Occupation _____

The Senior Accounts Officer (Provident Fund)

Forwarded for necessary action

Signature _____

Date _____

Designation _____