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DELHI TRANSPORT CORPORATION
(A GOVT. OF INDIA UNDERTAKING)
I.P. ESTATE: NEW DELHI

No. AdmI-5(41)/80

Dated: - 9-1-1981

OFFICIAL ORDER NO.1.

Subject:- Functioning of DTC Employees' Provident Fund Trust.

It is notified that DTC Board vide Resolution No.16/80 dat 18.2.1980 has decided to transfer the administration and functioning of the Provident Fund of the DTC employees to the Provident Fund Board of Trustees with immediate effect. It has further been decided by the Board that the Provident Fund Board of Trustees, shall administer the Provident Fund strictly in accordance with DTC Employee Provident Fund Regulations, 1978 which have been previously approved by the Regional Provident Fund Commissioner vide letter No.E/DL-171 (Exempted) 6007 dated 8.8.1979. A copy of the letter has been annexured with the Provident Fund Regulations which are circulated herewith.

In pursuance of the aforesaid decision of the Board, the administration and functioning of the Provident Fund of the DTC employees are hereby transferred to the Provident Fund Board of Trustees which was constituted on 19.2.1964.

The Chief Accounts Officer will arrange the transfer of all the assets of the Fund to the Provident Fund Board of Trustees.

The powers for management of the Fund, already delegated by the DTC Board from time to time to various officers also stand withdrawn forthwith as the same now vest in the Provident Fund Board of Trustees.

Necessary instructions for the change over and transfer of Provident Fund Management shall be notified to the Banks and other Institutions separately by the Accounts Department.

The Chairman of the Provident Fund Board of Trustees, will arrange the take over of the Management of the Fund and take further inconvenience to the members of the Fund.

Sd/-
(A. K. SUTT)
DEPUTY GENERAL MANAGER

ALL OFFICERS & SECTIONS.

cc to: Chairman Provident Fund Board of Trustees.
cc to: Chief Accounts Officer.
c.c. to: All Unions of Workers.
c.c. to: Regional Provident Fund Commissioner.
c.c. to: Resident Audit Party (Two Copies)
c.c. to: All Notice Boards.


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D.T.C. EMPLOYEES PROVIDENT FUND
REGULATIONS, 1978

1. SHORT TITLE:

- a) These Regulations may be called the "Delhi Transport Corporation Employees Provident Fund Regulations, 1978".
- b) These Regulations shall come into force on such date as will be prescribed by the Corporation.
- c) The object of these Regulations is to accumulate for the benefit of each member, as a future provision for him and his family, a sum of money and amount which shall be ascertained in accordance with these Regulations.
- d) These Regulations shall apply to the Employees of the Delhi Transport Corporation other than excluded employees.

2. DEFINITIONS:

Under these Regulations the following expression shall unless excluded by or repugnant to the interpretation of the context for the meaning hereafter attach to that namely:

- i) "An apprentice" means a person who according to the certified standing orders applicable to DTC is an apprentice or who is declared to be an apprentice under the apprentice Act, 1961 or who is declared to be an apprentice by the authority specified in this behalf by the appropriate Govt.
- ii) "Board" means the Board of Trustees constituted under these Regulations for administering the Fund.
- iii) "Corporation" means Delhi Transport Corporation established under the Road Transport Corporation Act, 1951 read with the Delhi Transport Laws (Amendment) Act, 1971 (21 of 1971)
- iv) "Commissioner" means the Commissioner for Employees Provident Fund appointed under the Employees Provident Fund Scheme, 1952.
- v) "Contribution" means contribution payable in respect of a member under these Regulations.
- vi) "Employee" means any person who is employed for wages for any kind of work, manual or otherwise and he gets his wages from the Corporation and further whose pay and allowances are debited to the Corporation.
- vii.) "Excluded employee" means:
 - a) An employee who having been member of the Fund once withdraws full amount of his accumulation in the Fund under the rules governing final settlement of account in respect of superannuation, migration of permanent settlement abroad.
 - b) Employee who is on deputation with this Corporation from Central or State Govt. Services.
 - c) An apprentice.
 - d) An employee whose pay at the time he is otherwise entitled to become a member of the Fund, exceeds Rs.1600/- P.M.


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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 the scheme unless, the member subsequently cancels in writing any such notice.

EXPLANATION;

a) 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 recognised, such a child shall be considered as excluded from the family of the member.

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b) Children means all legitimate children.

c) An adopted child shall be considered to be a child when, if the Trustees are satisfied that under the Personal law of the subscriber adoption is legally recognised as conferring the status of a natural child.

xiv) "Government Securities" shall have meaning assigned to it in the public Debt Act, 1944 (XVIII of 1944).

xv) "General Manager" means General Manager of the Delhi Transport Corporation.

xvi) "Leave" means any variety of leaves recognised by the condition of service in force from time to time and applicable to different categories of employees of the Corporation.

xvii) "Member" means member of the Delhi Transport Corporation Employees Provident Fund. Member of the Fund shall continue to be member until he withdraws the amount standing to his credit in the fund under the rules hereinafter contained and such membership shall be deemed to have terminated from the date of payment authorised to him by the Board of Trustees irrespective of the date of claim.

xviii) "Pay" means basic wages including personal pay, special pay, dearness allowance and all other emoluments which are earned by employee on duty or leave with wages in accordance with the terms of contract of employment which are paid or payable in cash to him but does not include:

- Value of food concession.
- House rent allowance, city compensatory allowance.
- Charge allowance.
- Overtime allowance, remunerations for holiday work, honorarium, good performance reward, washing allowance, accident free reward, commission or any other similar allowance payable to the Employee in respect of his employment or the work done in such employment.

e) Any present made by the employee or reward or payments under the incentive schemes or bonus.

xix) "Prescribed" means prescribed by these Regulations.

xx) Note- (a) All terms and conditions not defined herein shall have the same meaning respectively assigned to them under the Employees Provident Fund Act, 1952, Employees Provident Fund Scheme, 1952 and Employees Family Pension Scheme, 1971 and service regulations of the Corporation in force from time to time;


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b) Provision of D.R.T.A. Employees Provident Regulations and Employees Provident Fund Act and Scheme, 1952 not expressly provided herein shall, in so far as the same are not inconsistent with the provisions of these regulations, be deemed to be applicable to the Employees of this Corporation unless and until the same are superseded by any notification, order, scheme, rule, notice or by law made or issued with concurrence of the Govt. of India.

xxi) "Service" means continuous service rendered under D.E.S.T., D.S.C.P.A., G.N.I.T., D.T.S., D.R.T.A., D.T.U. of the Municipal Corporation of Delhi and the Delhi Transport Corporation including service which is interpreted by sickness, accident, authorized leave, strike which is not illegal or cessation of work not due to employees fault.

xxii) "Subscriber" means a person who is required or is permitted to subscribe to the Fund under these Regulations.

xxiii) "Trustees" means members of the Board of Trust.

2.4. MANAGEMENT OF FUND

The Provident Funds Shall vest in a Board of Trustees and their successors in the Trust and there shall be a valid instrument in writing which adequately safeguards the interest of the subscribers and such instrument shall be duly registered under Sec.5 of the Indian Trusts Act., 1882.

3. A. Constitution of the Board of Trustees,

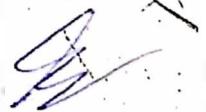
a) The Board shall have among its office bearers a Chairman, - Vice-Chairman, a Secretary and a Joint Secretary. The _____ the Joint Secretary shall be elected every year.

b) The Management shall nominate one of its representatives on the Board as the Chairman, who may exercise casting vote.

c) The Board shall elect the Secretary and the Jt. Secretary provided that where the Secy. is elected from amongst the representatives of the Management, the Jt.Secy. shall be elected from amongst the workers representatives of the fund and vice-versa.

B. Term of Office of Trustees

a) The workers representatives of the Board of Trust shall hold office for 5 years unless his seat becomes vacant earlier, as laid down in these regulations. The term of 5 years will commence from the date of first meeting in which the election of the office bearers of the Trust must be held.


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The office of the trustee shall become vacant, if a Trustee (i) dies or (ii) resigns his office, retires from service, terminates, removes, disengaged from service, or (iii) is subject to banishment or (iv) becomes of unsound mind or (v) is convicted of a criminal offence involving moral turpitude, or (vi) his name fails to be withdrawn by the Management.

Provided that the trustees shall, notwithstanding the expiry of the said period of 5 years which will start from the date of the election of the office bearers continue to hold office until the next election of the trustees is held and their office bearers are elected.

b) A trustee may resign his office by letter in writing addressed to the Chairman Board of Trustees and his office shall fall vacant from the date of his resignation accepted by the Board of Trustees.

c) Any dispute arising out of the qualification/ disqualification of the member shall be referred to the R.P.F.C. and the decision of the R.P.F.C. on such issue shall be final.

(c) Casual Vacancies

a) In the event of trustee, (elected or nominated) ceasing to be a member during the tenure of the Board, his successor shall be elected or nominated in the same way as in the manner prescribed.

Provided that the Trustee(s) so elected or nominated shall hold the office for the unexpired term of the Board.

b) No act or proceedings of the Board of Trustees shall be invalidated merely by reason of vacancy(s) amongst the Trustees.

(d) Meetings of the Trust

a) The Board of Trustees shall meet at such places and times as may be fixed by the Chairman or in his absence, Vice Chairman as often as may be necessary.

Provided that the Board of Trustees shall meet atleast once in every two months.

b) The Chairman or in his absence the Vice-Chairman shall within 15 days of the receipt of a requisition from not less than 1/3 of the members call a meeting.

In the absence of the Chairman, the Vice-Chairman will preside over the meeting and shall exercise all the powers of the Chairman at the meeting.


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- c) As far as possible notice not less than seven days for every ordinary meeting (together with a list of business) shall be dispatched to the trustees.
- d) The Chairman may call an emergent meeting for considering any matter by giving such reasonable time as he may consider necessary.
- e) No business shall be transacted unless at least of the number of trustees out of which half are workers representatives are present.
- f) Adjourned meeting will take place on seventh day or maximum ten days from the date of adjournment at the same place and time and it shall thereupon be lawful to dispose of the business irrespective of the quorum.
- g) Every question considered in the meeting of the Board shall be decided by majority of votes and the Chairman shall have a casting vote in the event of the opinion amongst the trustees being equally divided. In case, however, the opinion is equally divided and the Chairman does not exercise his casting vote the matter shall be referred to Regional Provident Fund Commissioner whose decision in the matter shall be final.
- h) The minutes of the meeting of the Board shall be circulated to all members not later than 15 days from the date of the meeting.
- i) The records of the minutes of such meeting shall be signed by the Chairman in confirmation with such modification, if any, as may be considered necessary at the next meeting. The minutes shall thereafter be recorded in a minutes book as a permanent record.
- j) The Secy. shall in consultation with Chairman convene meetings of the Board, keeps the records of its minutes and shall take necessary steps for carrying out the decision of the Board.
- k) In the absence of the Secy., Joint Secy. will discharge all the functions of the Secy. and also will assist him in all matters.
- l) The Board may coopt. any member of the fund on the board for a period not exceeding one year. Such member however, shall not have the right to vote.

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4.A Constitution of the Trust

Delhi Transport Corporation shall constitute Board of Trustees, Delhi Transport Corporation Employees Provident Fund (here-in-after referred as the Board). The Board shall consist of 12 members of whom six shall be the representatives of the management and six of the members of the Fund/Workers.

B. Employer's representatives.

The General Manager of the Corporation shall nominate six representatives from amongst the officers employed in managerial and administrative capacity in the Corporation.

C. Election of the employees representatives.

The representatives of the employees shall be elected by the members of the fund in an Election to be held for the purpose on any working day.

Provided that wherever there is a recognised Union under code of discipline or any Act such Union(s) shall nominate the employees representatives.

Provided further that when there is no recognised Union under the code of discipline or under any Act Any registered Union existing in the Corporation shall nominate the employees representatives. When there is more than the such union, the procedure for the Election of workers representatives will be as follows:

Six employees representatives shall be elected on the basis of one representative from each of the following six constituencies:

- a) Conductor 1
- b) Driver 1
- c) Workshop staff 1
- d) Ministerial staff 1
- e) Checking & Supr. Staff 1
- f) Class IV staff 1

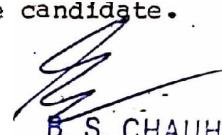
D. Qualification of candidates for Elections

Any member of the Fund of not less than 21 years of age and who will be in the service of the Corporation may be a candidate for Election or Re-election as a Trustee of the Board. All outgoing Trustees shall be eligible for re-election or re-nomination as the case may be.

All members of the Provident Fund who are not less than 18 years of age and who are in the service of the Corporation shall be entitled to vote.

E. Procedure for Election.

- a) The Corporation shall fix date as the closing date for receiving nomination from candidate for Election on the Board of Trustees and also fix a date for withdrawal of nomination by the candidate.

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b) For holding election, the Corporation shall also fix a date which shall not be earlier than three days and later than 15 days after withdrawal date for nomination.

c) The date so fixed shall be notified atleast 7 days in advance to the members. Such notice shall be fixed on the Notice Board and give adequate publicity amongst the members. The notice shall mention the constituencies and the number of representatives to be elected as prescribed in these rules. A copy of such notice shall also be sent to the recognized Trade Union concerned in the Corporation and to the Regional Provident Fund Commissioner.

The Election notice shall be published in Hindi as well as in English.

F. Nomination of candidates for Election.

Every nomination shall be made in the form annexed to these rules. Each nomination paper shall be signed by the candidate to whom it relates and attested by atleast two members of the Fund other than the proposer and shall be delivered to the officer nominated by the Corporation for the purpose before or on the closing date fixed for receiving the nominations.

G. Scrutiny of Nomination Papers.

The officer deputed by the Corporation for this purpose shall scrutinise the nomination papers on the date following the last date fixed for withdrawing the nomination papers. The candidate or his nominee, the proposer or the attesting members may be present if they so desire. The invalid nomination papers shall be rejected.

- a) For the purpose of these regulations the nomination paper shall be held to be not valid if a candidate nominated is not eligible for membership under these regulations.
- b) Comitions of these regulations have not been compiled.

H. Withdrawal of candidate formerly nominated.

Any candidate whose nomination for election has been accepted may withdraw his candidature within 48 hours of the completion of scrutiny of nomination papers.

I. Voting in Election

- a) If the nomination of candidate(s) who have been validly nominated as equal to the number of seat(s) in any constituency such candidate(s) shall forthwith be declared duly elected.
- b) If the nomination of candidate is more than the number of seats in any constituency voting shall take place on the date fixed for election.
- c) Every member of the fund shall have as many votes as there are seats to be filled on the Board.
Provident that each such member shall be entitled to caste only one vote in favour of any one candidate.


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a) The voting shall be by secret ballot. The time for the voting shall be from 3 A.M. to 5 P.M.

J) Arrangement for election.

The Corporation shall be responsible for all the arrangements in connection with the election.

5. Trust Property:

The Trust property shall consist of the following:

- a) The accumulations transferred to the Fund from the old fund established under the E.P.A./E.P.C. (Employees Provident Fund) regulations.
- b) Subscriptions of the members and contributions of the ITC.
- c) Any accumulations or accretions to the Fund by way of interest or otherwise.
- d) Any securities purchased with the accumulations or accretions.
- e) The forfeited amount from provident fund.

6. Duties and functions of the Trust:

- a) All matters of procedure and other auxiliary matters not herein specifically provided for and requiring the framing of regulations to effectively administer the fund, shall be regulated by such regulations, as the Board of Trustees may make in that behalf.
- b) The Board of Trustees may authorise any two or more of the trustees jointly or severally to sign renewal receipts and sale, purchase, encasement, transfer, negotiate or otherwise deal with such Govt. Securities on behalf of the Trust.
- c) The Board of Trustees may deposit money belonging to the fund in the Syndicate Bank or in such other scheduled Bank or Banks as may be approved by the Board from time to time and open account or accounts in such bank or banks in the name of the Trust and authorise any two or more of the Trustees jointly or severally to operate upon such account or accounts.
- d) The Board of Trustees shall be authorised to delegate any of their duties powers, rights and discretions to such one or more of the Trustees such officers of the Corporation as are members of the fund jointly or severally as they may from time to time think fit and they may vary, alter, withdraw, modify or cancel such delegation as they may from time to time think fit.



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e) The Board of Trustees shall not accept with previous sanction of the Govt. expend any moneys belonging to the fund for any purpose other than for the payment of sums standing to the credit of individual members of the fund or to their nominees or heirs or legal representatives in accordance with the regulations of the fund.

7. SUBSCRIPTION

(i) Every employee employed in the Corporation other than an excluded employee shall be required to become a member of the fund from the date on which the regulations are deemed to have come into force if he had actually worked for not less than 60 days during the period of 3 months or less or had put in 3 months continuous service or has been declared permanent whichever is earlier in the Corporation. Every employee, other than excluded employee taking up employment, whether before, or after the commencement of these regulations, in the Corporation shall also become a member from the beginning of the month following that in which he completes 3 months continuous service, or has actually worked for not less than 60 days during the period of 3 months or less or has been declared permanent which is earlier. Provided secondly that an employee who is a member of the Fund shall not cease to be a member thereof on his leaving the Corporation except as provided hereafter. Provided thirdly that a person who is a member of the Provident Fund of an exempted or unexempted factory or establishment under the Employees Provident Fund Act, 192, and who after leaving the services of that factory or establishment but before withdrawing his accumulations in the fund takes up employment in the Corporation shall be entitled and required to become a member of the Fund from the date he takes up employment,

Provided that when the pay of member exceeds Rs. 160/- he shall be allowed to continue/contribute towards Provident Fund under this scheme if he is so desirous of continuing becoming the member of the Employees Provident Fund Scheme. The Corporation shall pay the Inspection charges thereon.

(ii) Declaration of persons taking up employment:

The Delhi Transport Corporation shall, before taking any person into employment, ask him to state in writing whether or not he is a member of the fund and if he is, ask for Account No. and/or the name and particulars of the last employer. If he is unable to furnish the Account Number, he shall require such person to furnish and such person shall, on demand, furnish to him for communication to the Commissioner, particulars regarding himself and his nominee required for the Declaration Form. Such employer shall enter the particulars in the Declaration Form. ~~and~~ and obtain the signature or thumb-impression of the person concerned. Provided that in case of any such employee who has become a member of the Family Pension Scheme the employees Family Pension Scheme, 1971, the aforesaid Declaration Form shall also contain such particulars as are necessary to comply with the requirements of that scheme.

Explanation.

In computing the period of work, for 60 days under this regulation:


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a) Periods of involuntary unemployment caused by stoppage of work due to shortage of raw material or fuel, changes in the line of production, break down of machinery or any other similar cause.

b) Period of authorized leave ; and

c) In the case of a female employee, period of maternity leave for any number of days not exceeding twelve weeks shall also be deemed to be days on which the employee has worked in the Corporation.

iii) The accumulations, if any standing to the credit of an employee in the old fund on the date he becomes a member of the fund shall be transferred to the fund with effect from such date.

3. Dispute regarding membership:

iv) If any question arises as to whether an employee is required to become or continue as a member of the fund or as regards the date from which he is so required to be to become a member, the decision thereon of the Regional Provident Fund Commissioner(Delhi) shall be final.

Provided that no decision shall be given unless both the employer and employee have been heard.

4. Additional Contribution:

A subscriber may subscribe any amount to the fund in addition to the Compulsory subscription under regulation No. 12 subject to the following conditions:

- i) that the limits for the exemption as laid down in the Income Tax shall be applicable.
- ii) that the employer's share of contribution shall be of the pay.
- iii) that the rate of contribution can be enhanced by the subscriber on the higher side at any time during the financial year but the rate so declared shall remain unchanged during the said year. The option can be revised towards lower side before 15th of April in each year.

5. NOMINATIONS:

- i) Each subscriber shall, as soon as may be after joining the fund make a nomination conferring on one or more persons the right to receive the amount that may stand to his credit in the fund in the event of his death before that amount has become payable or having become payable has not been paid. Provided that if, at the time of making the nomination, the subscriber has a family the nomination shall not be in favour of any persons or person other than the members of his family.
- ii) If a subscriber nominates more than one person under sub-regulation(i) he shall specify in the nomination the amount or share payable to each of the nominees in such manner as to cover the whole of the amount that may stand to his credit in the fund at any time.



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iii) Every nomination shall be in the prescribed form given in Annexure II.

iv) A subscriber may at any time cancel a nomination by sending a notice in writing to the Trustees in the prescribed form given in Annexure III provided that the subscriber shall file with such notice and a fresh nomination made in accordance with the provisions of this Regulation.

v) Where the nomination is wholly or partly in favour of a minor, the member may, for the purposes of this scheme, appoint a major person of his family, as defined in clause (xiii) of Paragraph 2, to be the guardian of the minor nominee in the event of the member predeceasing the nominee and the guardian so appointed.

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

vi) A subscriber may provide in a nomination,

- In respect of any specific nominee that in the event of his predeceasing, the subscriber, the right conferred upon the nominee shall pass to such other persons as may be specified in the nomination.
- That the nomination shall become invalid in the event of the happening of a contingency specified therein, provided that if at the time of making the nomination he has no family, he shall provide in the nomination that it shall become invalid in the event of his subsequently acquiring a family.

vii) Immediately on the death of a nominee in respect of whom no special provision has been made in the nomination under Clause(a) of sub-regulation(v) or on the occurrence of any event by reason of which the nomination becomes invalid in pursuance of clause(b) of sub regulation(vi), the subscriber shall send a notice in writing to the Trustees cancelling the nomination in the prescribed form given in Annexure III together with a fresh nomination made in accordance with the provisions of these regulations.

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


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ix) Notwithstanding the provisions of sub-regulations (i) to (viii) of these regulations, the nomination already made by members may be valid and shall stand unless they are in any way not in accordance with these regulations.

11. SUBSCRIBER'S ACCOUNTS :

A separate account shall be maintained for each subscriber in form to be prescribed by the Board.

12. CONTRIBUTION AND DATES OF CONTRIBUTION :

- i) Every member shall subscribe $\frac{1}{2}$ of his basic wages and dearness allowance, retaining allowance if any, and cash value of food concession if any, provided that if the quantum of his subscription on the basis of $\frac{1}{2}$ on his basic wages and dearness allowance, retaining allowance if any, and cash value of food concession if any, is less than at the rate of $1\frac{1}{3}\%$ of his basic wages, he shall subscribe at the rate of $1\frac{1}{3}\%$ of his basic wages. The subscription of each member shall be deducted from his basic wages and dearness allowance retaining allowance if any, and cash value of food concession if any of each month by the employer and paid over to the Board. The Corporation shall contribute an equal amount subscribed by the members each month and such contributions shall be paid to the Board of Trust as by 15th of the following month alongwith subscriptions collected from the members. The Corporation shall not contribute beyond $\frac{1}{2}$ of basic wages and dearness allowance retaining allowance if any, and cash value of food concession if any, or $3\frac{1}{3}\%$ of his basic wages of the subscriber whichever is higher for that month as the case may be. Each contribution shall be calculated to the nearest quarter of a rupee, 12.50, or more being counted as the next higher quarter of a rupee.
- ii) In respect of all employees who have become members of the Provident Fund on or after 1st March, 1971, and those who being member of the Provident Fund as on 20.2.71 have opted for employees share of contributions towards provident fund shall be the balance of basic wages, dearness allowance and retaining allowance including cash value of food concession, if any payable to them, after deducting $1\frac{1}{6}\%$ of the basic wages, dearness allowance and retaining allowance including cash value of food concession, if any rounded off to the nearest 25 paise in respect of each member being the contributions towards the family pension fund.

Explanation:

For the purpose of this rule, retaining allowance means an allowance payable for the time being for an employee of this Corporation during any period in which this establishment is not working but retaining his services.



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iii) The Corporation shall in the first instance pay both the contributions payable by himself and also on behalf of the members employee by the Corporation directly or by or through a contractor.

The amount of member's contributions paid by the employer shall be recoverable by means of deductions from wages of the member and not otherwise. Provided that no such deduction may be made from any wages other than that which is paid in respect of the period or part of the period in respect of which the contribution is payable.

13. REALISATION OF SUBSCRIPTION :

a) When the monthly emoluments of subscriber are paid by the Corporation, recovery of subscription on account of these emoluments and of any advance granted under Regulation 13 to 25 shall be made simultaneously provided that no such deduction may be made from any wage other than that which is paid in respect of the period or part of the period in respect of which the contribution is payable.

Provided further that the Corporation shall be entitled to recover the employee's share from a wage other than that for which it is paid in respect of the period for which the contribution has been paid or is payable where the employee has in writing given a false declaration at the time of joining service with the Corporation that he was not already member of the Fund.

Provided further that where no such deductions have been made on account of the accidental mistake or a clerical error, such deductions may be made from the subsequent wages.

b) Deduction made from the wages of a member paid on daily, weekly, or fortnightly basis shall be totalled up to indicate the monthly deductions.

c) Any sum deducted by the Corporation from the wages of an employee under these rules shall be deemed to have entrusted to Corporation for the purpose of paying the contribution in respect of which it is deducted.

14. EMPLOYER'S SHARE NOT TO BE DEDUCTED FROM THE MEMBER :

Notwithstanding any contract to the contrary the Corporation shall not be entitled to deduct the employer's contribution from the wages of a member or otherwise recover it from him.

15. INSPECTION BOOK :

The Trust shall maintain an inspection note book in such form as the Commissioner may specify, for an Inspection to record his observation on his visit to the Establishment.


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16. INVESTMENT OF FUND

a) All monies contributed to the fund (whether by the Corporation or by the Subscriber) or accruing by way of interest or otherwise to such fund shall be invested in approved Government Securities strictly as per pattern of investment laid down by the Govt. of India from time to time provided that such securities are payable both in respect of Capital and in respect of interest in India.

b) All expenses incurred in respect of, and less, if any, arising from any investment shall be charged to the fund.

c) **Interest Suspense Account**
All interest, rent and other income realized, and net profits or losses, if any from the sale of investments not including therein the transaction of the Administration account, shall be credited or debited, as the case may be, to an account called the "Interest Suspense Account". Brokerage and Commission on the purchase and sale of securities and other investments shall be included in the purchase or sale price, as the case may be, and not separately charged to the "Interest Suspense Account".

d) All expenses involved in the administration of these provident fund regulations including the maintenance of accounts, submission of accounts and returns and payment of inspection charges shall be borne by the Corporation.

17. INTEREST

i) Interest shall be credited to the accounts of a subscriber at such rate as may be determined for each year according to the method of calculation prescribed from time to time by the Trustees depending on the income from provident fund deposits and investments. Provided that the aggregate amount of interest credited to the account of the members shall not be less than the interest payable on the balance standing to the credit of the member on the 1st day of April falling within the period of ~~xxxx~~ currency at the rate declared by Government of India for the members of the Employees Provident Fund Scheme, 1952.

ii) Interest shall be credited at the rate determined in accordance with the sub-regulation(i) of this regulation with effect from 31st March, of each year in the following manner:

a) the amount at the credit of a subscriber on the 31st March of the preceding year, interest will be credited for twelve months.

b) on sums withdrawn during the current year interest will be paid from the 1st April of the current year up to the last day of the month preceding the month of withdrawal.


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c) on all sums credited to the subscriber's account after the 31st March of the proceeding year interest from the date of deposit up to the 31st March of the current year. Provided that when the amount standing to the credit of a subscriber has become payable interest shall thereon be credited under this sub-regulation only for a period from the beginning of the current year or from the date of deposit as the case may be upto the last day of month previous to that in which the account is settled.

iii) For the purpose of this regulation the date of deposit shall, in the case of recoveries from emoluments, be deemed to be the first day of the month following the month to which the payrelates.

iv) In addition to any amount paid under regulations 26, interest thereon upto the end of the month proceeding that in which payment is offered shall be payable to person to whom such amount is to be paid.

v) The agreement amount of interest credited to the accounts of the members shall be debited to "Interest Suspense Account".

vi) In determining the rate of interest the Trustees shall satisfy itself that there is no overdrawal on the interest suspense Account as a result of the debit thereto of the interest, credited to the Account of Members.

vii) Interest shall not be credited to the Account of a Member if he informs the Trust in writing that he does not wish to receive it, if however, the member subsequently asks for interest, it shall be credited to his account with effect from the first day of the period of currency in which he makes request therefor.

18. ADVANCES & WITHDRAWALS FROM THE FUND

1) An advance may be granted by the Trustees to a subscriber from the amount standing to his credit in the fund, subject to the following conditions.

2) No advance shall be granted unless the sanctioning authority is satisfied that the applicant's pecuniary circumstances justify it and that it will be expended on the following object or objects and not otherwise.

i) To pay expenses in connection with the illness of the subscriber or a member of his family or repair of his house.

ii) To pay obligatory expenses in connection with marriage, funeral or other ceremonies which by the religion of the subscriber, it is incumbent upon him to perform and in connection with which it is obligatory that expenditure shall be incurred.

iii) To meet expenditure on building or purchasing a house or site for a house.

3. No advance from the provident fund shall exceed the amount of his own subscription and interest thereon at the members credit in the fund at the time the advance is granted.


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4. The grant of an advance under these regulations shall be subject to the condition that its recovery shall be so arranged that the net pay drawn by the subscriber after compulsory deductions including instalments of the house building advance are made (for example Provident Fund subscription, income-tax recovery of loans, advanced) shall not be less than half his basic wages and dearness allowance plus personal or special pay, if any, provided that if some amount becomes recoverable after a house buildings or any other non refundable advance has been sanctioned which has the effect of reducing the net pay to less than half the basic pay such additional recovery shall be made.
5. An advance for the purposes specified in sub-regulations 2(i) & (ii) of the regulation shall not exceed three months pay at the time the advance is granted or 3/4th of the subscriber's own subscription whichever is lesser.
6. An advance for the purpose specified in sub-regulation 2(iii) shall be limited to the amount not exceeding twenty-four months basic wages and D.A. of the subscriber of his own total contribution with interest thereon, whichever is less, and shall be further subject to the terms and conditions set out in regulations 19 to 21.
7. a) A subsequent advance for the purpose specified in sub-regulation 2(i) & (ii) of this regulation shall not be permitted until a period of 12 months has elapsed from the date of payment of the previous loan. The Trustees may, however, under special circumstances, recorded in writing allow the subsequent advance earlier, subject on the following conditions.
 - i) Recovery of 50% of previous advance has been made and the period equal to one half of the total duration of the running advance has elapsed.
 - ii) Notwithstanding the provisions contained in sub-regulation 7(a) above, the Board of Trustees may also grant subsequent advance even at an earlier stage in extremely hard cases.
- b) Advance for purposes specified in sub-regulations 2(iii) of this regulation may be permitted notwithstanding that an advance for any one of the purpose specified in sub-regulations 2(i) and (ii) has not been fully repaid.
- c) Advance for purposes specified in sub-regulations 2(i) and (ii) may be permitted notwithstanding that the sum advanced for purposes specified in sub-regulation 2(iii) of this regulation has not been fully repaid.
8. An advance granted under sub-regulation 2(i) and (ii) of this regulation shall be recovered from the subscriber in not more than 24 equal instalments or such instalments as may be fixed by the Trustees while sanctioning the advance.


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9) The Corporation shall deduct such instalments from the subscriber's emoluments and pay to the Fund. These deductions shall commence from the second monthly payments made after the advance or in the case of an employee on leave without pay from the second monthly payment after his return to duty.

19. ADVANCE FROM THE FUND FOR THE PURCHASE OF DWELLING HOUSE OR A DWELLING SITE OR FOR CONSTRUCTION OF A DWELLING HOUSE.

i) The Board may, on an application from a member, sanction from the amount standing to the credit of the member in the fund an advance of an amount not exceeding his twenty four months' (basic wages and dearness allowance) or his own total contribution with interest thereon, whichever is less, for purchasing a dwelling house (outright, or on hire-purchase basis from the State Government, or a Cooperative Society, Institution, Trust, Local Body, Housing Finance Corporation or dwelling site or for the constructions of a dwelling house; provided that where the advance is sanctioned for the purchase of a dwelling site (in a non-municipal area) the amount that shall be initially paid towards such advance shall not exceed twelve months (basic wages and dearness allowance) of the member or half of his own total contributions with interest thereon, whichever is less, and the balance which shall not exceed twelve months (basic wages and dearness allowance) of the member or his own total contributions with interest thereon, then standing to his credit, whichever is less, may be paid to the member at the request at the time of the construction of a dwelling house on such dwelling site; provided further that where the advance is in respect of the construction of a dwelling house, it may be sanctioned in such number of instalments as the Board thinks fit; provided further that a member desiring to take advance for purchasing a dwelling house/site on hire purchase basis, may authorise the board in writing in such form as may be prescribed by the Board to make withdrawals from his provident fund account for the purpose of paying the amount of hire-purchase instalments every year direct to the State Govt., or as the case may be, to the cooperative society, Institution, Trust, local body, and housing finance Corporation. In such cases the total amount of such instalments shall not, however, exceed his twenty-four months' basic wages and dearness allowance or his own total contribution with interest thereon whichever is less provided also that where the advance is for the purchase of a dwelling house or dwelling site the payment of advance shall be made direct to the State Government or the Cooperative Society, Institution, Trust, Local body or Housing Finance Corporation as the case may be and not to the member.

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1.A) 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 allotments to the members, the Board may, on an application from any such member who is also a member of the fund, sanction an advance subject to the limitation prescribed in sub-paragraph (1) and pay the amount direct to the said society, to the account of the member.

2) No advance under this paragraph shall be sanctioned unless a member has completed five years' membership of the fund and unless his own total contributions with interest thereon in the amount standing to his credit in the Fund is one thousand rupees or more.

3) Where an advance is sanctioned for the construction of a dwelling house, the construction shall commence within six months of the withdrawal of the first instalment and shall be completed within six months of the withdrawal of the final instalment. In the case of purchase of a dwelling house or a dwelling site, the purchase 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 on hire-purchase basis (and in cases falling under sub-paragraph (1A)).

4) Except in the cases specified in sub-paragraph (5), no further advance shall be admissible to a member under this paragraph.

5) An additional advance upto his six months' basic wages and dearness allowance may be granted once and in one instalment only for additions, substantial alterations or improvement necessary to the dwelling house owned by the member provided that the advance shall be admissible only after a period of five years from the date of completion of the dwelling house.

6) No advance under this paragraph shall be granted unless the dwelling site or the dwelling house or the house under construction is free, from encumbrances. No advance shall be granted for purchasing a share in a joint property or building a house or land owned jointly. An advance may, however, be granted for building a house on land owned by the spouse of the member or jointly by the member and the spouse; provided that where a dwelling site or a dwelling house is mortgaged to the Central Govt., State Govt., a Cooperative Society, Institution, Trust, Local body or Housing Finance Corporation, solely for obtaining funds, for the construction of the house under any housing scheme formulated by the Central or State Govt. (except under the Subsidised Housing Scheme for Industrial Workers), such a dwelling site or a dwelling house, as the case may be, shall not be deemed to be an encumbered property; provided further that an advance may be granted to a member for acquiring a flat in a building owned jointly with other, if other conditions in this paragraph are satisfied;

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provided further that a land acquired on perpetual lease or on lease for a period not less than 40 years for constructing a dwelling house or a house built on such a leased land, shall also not be deemed to be an encumbered property.

Where an advance is sanctioned for purchasing a dwelling house or a dwelling site or for the construction of a dwelling house, the member shall not sell the dwelling house or dwelling site, as the case may be, at any time after the withdrawal of the first instalment and within a period of five years, of the withdrawal of the final instalment and shall deposit and keep deposited for a period of five years, with the board, the title deeds in respect of such dwelling house, or dwelling site, as the case may be, within such time as the board may direct. Provided that if a member has repaid to the fund the entire amount of advance taken under this paragraph before the expiry of 5 years, the board shall, on the request of the member, return the title deeds deposited with him without waiting for the expiry of the period of five years ;

Provided further that the requirement of depositing the title deeds with the board may be dispensed with if the title deeds of the property stand deposited or mortgaged to any of the authorities specified in sub-paragraph (i) against a loan taken by the member from any such authority for the specific purpose of meeting in part the cost of constructions or acquisition of the same house or purchase of the same house site, as the case may be, and if the authority furnishes a letter of guarantee specifying that the loan has been granted to the member to enable him to meet the cost of construction or acquisition in part of the same house or purchase of the same house site, as the case may be against the title deeds deposited or mortgaged by the member and that he has a clear and marketable title of the land free from encumbrances and attachments and that the title deeds; (a) will be kept deposited with or mortgaged to that authority till the expiry of five years from the date the Fund grants an advance to the member, or (B) will be released in favour of the fund and sent directly to the board in case the loan including the interest thereon is repaid to that authority earlier that the expiry of the five years and that a note regarding the interest of the employees Provident Fund authorities has been duly kept in the records of the authorities ;

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Provided also that the member shall undertake not to part with the possession of the house so built or acquired or house site so purchased by way of sales, mortgage, gift, exchange or lease till the expiry of the period of five years and shall also submit a declaration not later than the 31st day of December of every year to the effect that the house or as the case may be, the house site continues to be in his possession and in case the house site together with the house constructed thereon stand as mortgaged to any of the authorities specified in sub-paragraph (1) in consideration of a house building advance taken from that authority the above declaration will specify that the house site for the construction of which or for the acquisition of which lone has also been taken. from the authority continues to be in his possession but stand as mortgaged to that authority in consideration of the loan.

- 7) if the advance granted under this paragraph exceeds the amount actually spent for the purpose for which it was sanctioned, the excess amount shall be refunded by the member to the fund within thirty days of the finalisation of the purchase or, as the case may be, within thirty days of the completion of the constructions, of, or necessary additions, to, a dwelling house.
- 8) If the Board is satisfied that the advance granted under this paragraph has been utilised for a purpose other than for which it was granted, or that the conditions of a advance have not been fulfilled, or that there is a reasonable apprehension that they will not be fulfilled wholly or partly, or that the excess amount will not be refunded in terms of sub-paragraph (7). the Board shall forthwith take steps to recover the amount due with interest at the rate which would be 2% above the rate of interest as may be determined by the Board of Trustees under paragraphs 17 of these regulations, from the wages of the member in such number of instalments as the Board may determine. For the purpose of such recovery the Board, may direct the Corporation to deduct each such instalments from the wages of the member and on the receipt of such direction the Corporation shall deduct accordingly. The amount so deducted shall be remitted by the Corporation to the Board within such time and in such manner as may be specified in this behalf by the Board, or being credit to the Member's account. provided only that portion of the interest which might have been credited to the member's account by way of interest had he not taken any such advance shall be credited to the members account and the excess shall be credited to the interest Suspence Account.
- 9) Where any advance granted under this paragraph has been misused, no further advance shall be granted to the member under the said paragraph.


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20.a ADVANCE FROM THE FUND TOWARDS THE ALLOTTMENT OF A
TENEMENT CONSTRUCTION OR BE CONSTRUCTED UNDER
SUBSIDISED HOUSING SCHEMES FOR INDUSTRIAL WORKERS:

1) Where any tenements have been constructed or are to be constructed by any State Government or Cooperative Society under the Subsidised Housing Scheme for Industrial Workers, a member, who has completed five years membership of the Fund and whose own total contribution with interest thereon in the amount standing to his credit in the Fund is not less than five hundred rupees may authorise the Board in such manner, as may be approved by him to remit from his account in the Fund to such State Government or Cooperative Society or which he is a member, a sum not exceeding his 24 months basic wages and dearness allowance or his own total contributions with interest thereon, or his own share of cost whichever is less, towards the allotment of such tenement ;

Provided that where the tenements are allotted on hire-purchase basis, the member may authorise the Board to make withdrawals from his provident fund account of hire-purchase instalments every year direct to the State Govt. or the Cooperative Society as the case may be. In such cases the total amount of such instalments shall not, however, exceed his 24 months basic wages and dearness allowance or his own total contributions with interest thereon, whichever is less.

2) The Board on being satisfied that the authorisation has been made in the manner approved by him, shall thereupon remit such sum to the State Govt. or Cooperative Society as the case may be.

3) In the event of the member refusing to accept an allotment under the said Scheme, he shall be liable to refund to the Fund, the amount remitted to the State Govt. or the Cooperative Society under this paragraph together with interest thereon at a rate not exceeding 2% p.a. above the rate fixed under Regulation No. 17. The amount so refunded shall be credited to the member's account.

Provided that only such portion of the interest as would have been credited to the member's account by way of interest, had he not taken any such advance, shall be credited to his account and the excess shall be credited to the Interest Suspense Account.

4) In the event of the member not having been allotted a tenement or in the event of the cancellation of an allotment made to the member under the said Scheme the member shall be liable to refund to the Fund, the amount remitted to the State Govt. or the Cooperative Society under this paragraph. The amount so refunded shall be credited to the member's account.

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3) In the event of the member refusing to acquire the site of purchase or construct a house under the said scheme he shall be liable to refund to the fund, the amount remitted to him or to the individuals, cooperative societies, Institutions, Trusts, local bodies, Housing Finance Corporations or State Governments as the case may be, under this paragraph, together with interest thereon at a rate not exceeding 2% per annum above the rate fixed under paragraph 1. The amount so refunded shall be credited to the members account provided that only such portion of the interest as would have been credited to the member's account by way of interest and he not taken any such advance, shall be credited to his account and the excess shall be credited to the interest Suspense Account.

4) In the event of the member not being able to acquire the site or purchase or construct a house or in the event of the cancellation of a allotment made to a member under the said scheme, the member shall be liable to refund to the Fund, the amount remitted to him or to the Individuals, cooperative societies, Institutions, Trusts, local bodies, Housing Finance Corporations or the State Govt. as the case may be under the paragraph.

The amount so refunded shall be credited to the member's account.

5) Where a member is required to refund the amount under sub.paragraph (3) of sub-paragraph (4), the Board shall forthwith take steps to recover the amount due from the wages of the member in such number of instalments as Board may determine. For the purpose of such recovery, the Board may direct the Corporation to deduct such instalments from the wages of the member and the amount so deducted shall be remitted by the Corporation to the Board within such time and in such manner as may be specified in the direction.

6) The Board may, if he is satisfied that a member genuinely requires a further advance towards the acquisition of the site or purhcase or construction of a house under the said scheme, grant to the member such advance of a sum not exceeding his six months basic wages and dearness allowance or his own total contributions with interest thereon standing to his credit in the Fund, whichever is less.

7) In this paragraph, the expression "Cooperative Society" means the society registered or deemed to be registered under the Copperative Societies Act, 1912.
(2 of 1912) or under any other law for the time being in force in any State relating to Cooperative Societies.

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- 5) Where a member is required to refund the amount under sub-paragraph (3) or sub-paragraph (4), the Board shall forthwith take steps to recover the amount due from the wages of the member in such recovery, the Board may direct the Corporation to deduct such instalments from the wages of the member and the amount so deducted shall be remitted by the Corporation to the Board within such time and in such manner as may be specified in the direction.
- 6) The Board, if he is satisfied that a member genuinely requires a further advance towards the cost of construction, grant to the member such advance not exceeding his six months basic wages and dearness allowance or his own total contributions with interest thereon standing to his credit in the fund, whichever is less.
- 7) In this paragraph the expression "Cooperative Society" means the 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.

20.b ADVANCE FROM THE FUND FOR CONSTRUCTION OF HOUSE UNDER THE LOW INCOME GROUP HOUSING SCHEME.

- 1) Where any house are to be constructed by individuals, Cooperative Societies, Institutions, Trusts, Local Bodies, Housing Finance Corporation or State Government under the Low Income Group Housing Scheme, a member, who has completed five years membership of the fund and whose own total contribution with interest thereon in the account standing to his credit in the fund are not less than five hundred rupees, may be sanctioned an advance from his provident fund account or the member may authorise the Board in such manner, as may be approved by him, to remit from his account in the fund to such cooperative societies, Institutions, Trusts local bodies, Housing Finance Corporation or State Government a sum not exceeding his twenty four months basic wages and dearness allowance or his own total contributions with interest thereon, or his own share of cost, whichever is less, to the extent required towards the acquisition of the site or purchase/construction of the house.
- 2) The Board on being satisfied that the authorisation has been made in the manner approved by him, shall thereupon remit such sum to the individuals, Cooperative Societies, Institutions, Trusts, Local Bodies, Housing Finance Corporation or State Government as the case may be.

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20.c ADVANCE FROM THE FUND FOR THE ALLOTMENT OF A TENEMENT WITHOUT ABSOLUTE OWNERSHIP :

Where under a special multistoried housing project undertaken by a Govt., Local Body, Cooperative Society or Housing Finance Corporation, the site of the project is held in the name of Govt., Local body, Cooperative Society or Housing Finance Corporation, and the owner of the tenement is precluded from transferring or otherwise disposing of the tenement without prior approval of the Govt. Local body, Cooperative Society or Housing Finance Corporation as the case may be, the mere fact that the allottee does not have absolute right of ownership of the tenement and the site is held in the name of the Govt., local body, Cooperative Society, or Housing Finance Corporation shall not be a bar to the giving an advance under paragraph 19 and 20 if the other condition mentioned in the paragraph under which advance is given are satisfied.

20.d GRANT OF ADVANCES IN SPECIAL CASES:

1) In case a factory or other establishment has been locked up or closed down for more than fifteen days for reasons other than a strike and its employees are rendered unemployed with any compensation, the Board, on being satisfied that no compensation to the employee is likely to be paid by the corporation within a reasonable time, may authorise payments to a member who was employed in such factory or other establishment ; one or more non refundable advances from his provident fund account not exceeding his own total contribution including interest thereon upto the date the payment has been authorised.

a) In case the factory or other establishment continues to remain locked up or closed down for more than six months and appropriate Govt. is of the opinion that the said factory or establishment is likely to restart the Board, on being satisfied that a member who has already been granted one or more non-refundable advances to the full extent from his provident fund account under sub-paragraph (1) still continues to be unemployed and compensation is likely to be paid to him at an early date, authorise payment to the member of one or more refundable advances from his provident fund account not exceeding 50 % of the amount admissible under sub-paragraph (3) of the paragraph 26 if the member had been allowed the withdraw his accumulation on such date, whichever is less.

b) The advance granted under clause (a) shall be interest free.

c) The advance granted under clause (a) shall be recovered by deductions from the wages of the member in such instalments as may be determined by the Board. The recovery shall commence from the first wages paid to the member immediately after the restart of the factory or establishment.

d) The Corporation shall remit the amount so deducted to the Fund within such time and in such manner as may be specified by the Board. The amount on receipt shall be credited to the member's account in the Fund.

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COMPUTATION OF PERIOD OF MEMBERSHIP

In computing the period of membership of the fund of a member under paragraph 19 & 20 his total service exclusive of periods of break under the Corporation or other establishment before this scheme applied to him as well as the periods of his membership, whether of the fund or of private funds of exempted factories, immediately preceding the current membership of the fund, shall be included. Provided that member has not served his membership by withdrawal of his provident fund during such period.

20.f RESTRICTION OF GRANT OF ADVANCE:

A member may be granted an advance either paragraph 19 or 20 (a) 20 (b) or 20(c) but not under all for the same purpose.

20.g ADVANCE FROM THE FUND FOR ILLNESS IN CERTAIN CASES:

1) A member may be allowed nonrefundable advance from his a/c in the fund in cases of (a) hospitalisation lasting for one month or more, or (b) major surgical operation in a hospital, or (c) suffering from T.B. Leprosy, paralysis or cancer and having been granted leave by this employer for treatment of the said illness.

2) The advance shall be granted if,

a) The employer certifies that the employees' State Insurance Scheme facility and benefits thereunder are not actually available to the member of the member produces a certificate from the Employees State Insurance Corporation to the effect that he has ceased to be eligible for cash benefits under the Employees' State Insurance Scheme ; and

b) A doctor of the hospital certifies that a surgical operation or, as the case may be, hospitalisation for one month or more had or has become necessary.

3) A member may be allowed nonrefundable advance from his a/c in the fund for the treatment of a member of his family who has been hospitalised, or required hospitalisation, for one month or more

a) for a major surgical operation, or
b) for the treatment of T.B. Leprosy, paralysis or Cancer, provided that no such advance shall be granted to a member unless he has produced

i) A certificate from a doctor of the hospital that the patient has been hospitalised or requires hospitalisation for one month or more or that a major surgical operation had or has become necessary and

ii) A certificate from the Corporation that the Employees' State Insurance Scheme facility and benefits are not available to him for the treatment of the patient.

4) The amount advance under this paragraph shall not exceed the member's basic wages for three months or his own share of contribution with interest in the fund, whichever is less.

5) No second advance under this paragraph shall be allowed within a period of three years from the date of payment of an advance allowed under this scheme.

6) Where the Board is not satisfied with a medical certificate furnished by the member under this paragraph, he may, before granting an advance under this paragraph, demand from the member another medical certificate to this satisfaction.


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20.h ADVANCE FROM THE FUND FOR MARRIAGE OR POST MATRICULATION EDUCATION OF CHILDREN :

- 1) The Board may on an application from a member authorise payment to him/her of a non-refundable advance from the provident Fund Account not exceeding fifty per cent of his/her own total contribution including interest thereon standing to his/her credit on the date of such authorisation, for his/her daughter's or son's marriage, his/her own marriage, the marriage of his/her dependent sister/brother or for the post-matriculation education of his/her son or daughter.
- 2) No advance under this paragraph shall be sanctioned to member unless the amount of his own total contribution with interest thereon standing to his credit in the fund is Rs.50/- or more on the date the payment is authorised.
- 3) No more than two advances shall be admissible to a member under this paragraph.
- 4) If the Board is satisfied that the advance granted under this paragraph has been utilised for a purpose other than that for which it was been granted, or that the conditions of advance have not been fulfilled within a reasonable time, the Board shall forthwith take steps to recover the amount due with interest at the rate 2% p.a. over and above the rates fixed under regulation, from the wages of the members in such number of instalments as the Board may determine. For the purpose of such recovery, the Board may direct the Corporation to deduct each such instalment from the wages of the member and on the receipt of such direction the Corporation shall deduct accordingly. The amount so deducted shall be remitted by the Corporation to the Board within such time and in such manner as may be specified in this behalf by the Board, for being credited to the member's accounts.

Provided that only portion of the interest which might have been credited to the member's account by way of interest had he not taken any such advance shall be credited to the member's account and the excess shall be credited to the Interest Suspense Account.

20.i GRANT OF ADVANCE IN ABNORMAL CONDITIONS:

- 1) The Board may, on an application from a member whose property moveable or immovable, has been damaged by a calamity of exceptional nature, such as floods, earthquakes or riots, authorise payment to him from the Provident Fund Account, a non-refundable advance not exceeding rupees three hundred and fifty percent of his own total contributions including interest thereon standing to his credit on the date of such authorisation whichever is less, to meet any unforeseen expenditure ;

Provided that such member produces evident to the satisfaction of the Board that the said property has been damaged.

- 2) No advance under sub-paragraph (1) shall be paid unless the State Govt. certifies that any of the aforesaid calamities has affected the general public in that area.

[Signature]
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20.j GRANT OF ADVANCE TO MEMBERS AFFECTED BY CUT IN THE SUPPLY OF ELECTRICITY.

A member may be allowed a non-refundable advance from his account in the fund, if there is a cut in the supply of electricity to a factory or establishment in which he is employed on the following conditions, namely;

a) The advance may be granted only to such a member whose total wages for the month immediately preceding the month in which the application for advance is made was half or less than half of wages for a month.

b) The advance shall be restricted to the amount of wages for a month or Rs. 200/- or the amount standing to the credit of the member in the fund as his own share of contribution with interest thereon, whichever is less.

c) No advance shall be paid unless that State Govt. certifies that the cut in the supply of electricity was enforced in the area in which the factory or establishment is located and the Corporation certifies that the fall in the member's pay was due to cut in the supply of electricity.

d) Only one advance shall be admissible under the paragraph.

EXPLANATION:

"Wages" means for the purpose of this paragraph, basic wages and dearness allowance excluding lay-off compensation, if any."

21. ADVANCE FROM THE FUND TO BE NONREFUNDABLE:

Except as otherwise provided, the advance made under regulation 19 or regulation 20 shall be non-refundable.

Advance under Regulation 18 (2) (i) and (ii) are refundable. As regards financing of insurance policy it is refundable in case the policy matures before his retirement, as laid down in regulation 22.

22. FINANCING OF MEMBERS' LIFE INSURANCE POLICIES:

1) Where a member desires that premium due on a policy of Life Insurance taken by him on his own life should be financed from his provident Fund Account, he may apply in a such form and in such manner as may be prescribed by the Board.

2) On receipt of such application the Board, or, where so authorised by the Board, any other officer of the Corporation may take payment on behalf of the member to the Life Insurance of India towards premium due on his policy; provided that no such payment shall be made unless the premium is payable yearly.

3) Any payment made under sub-paragraph (2) shall be made out of any debited to the member's own contribution with interest thereon standing to his credit in the fund.

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- 4) Not payment shall be made under sub-paragraph (2) unless the member's own contribution in his 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 the 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 himself by reference to the Life Insurance Corporation 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 superannuation.

23. CONVERSION OF POLICY IN TO A PAID UP ONE PAYMENT OF LIFE FEE ETC.

Where a policy of Life Insurance of a member is financed from his provident Fund Account, the Board may;

- a) Convert the insurance policy into a paid up one when the credit in his provident fund on account of his share becomes inadequate for the payment of any premium;
- b) Pay late fee and interest out of the member's own contribution in his provident fund account if any premium cannot be remitted to the Life Insurance Corporation 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 of Corporation may be responsible.

24. ASSIGNMENT OF POLICIES TO THE FUND:

- 1) The policy shall within six months of the first payment under paragraph 22 be assigned by endorsement thereon, to the Board 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 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 to whom the details of the alteration or of the new policy shall be furnished in such form as he may specify.

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4) If the policy is not assigned and delivered as required under sub-paragraph (1), 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 paragraph 17 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 instalments as the Board may determine from the emoluments of the members 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 be credited to the members account in the fund.

25.a) 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 payment made on behalf of the member under paragraph 22.

25.b) REASSIGNMENT OF POLICIES:

1) Where the accumulation standing to the credit of the member are withdrawn under paragraph 26 or when the member repays to the fund the amount of premium paid by the board with interest thereon at the rate provided in paragraph 17, the board shall reassign by endorsement thereon the policy to the member together with a signed notice of re-assignment addressed to the Life Insurance Corporation.

2) If the member dies before the policy has been re-assigned under sub-paragraph (1) the board shall re-assign by endorsement thereon, the policy to that nominee of the member if a valid nomination subsists and if there be no such nominee to such person as may be legally entitled to receive it together with a signed notice of reassignment addressed to the Life Insurance Corporation.

25.c) RECOVERY OF AMOUNTS PAID TOWARDS INSURANCE POLICIES:

If a policy matures or otherwise falls due for payment during the currency of its assignment, the Board shall realise the amount assured together with bonus, if accrued thereon, place to the credit of the member the amount so realised or the whole of that 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.

26. CIRCUMSTANCES IN WHICH ACCUMULATION IN THE FUND ARE PAYABLE TO A MEMBER:

1) A member may withdraw the full amount standing to his credit in the fund.

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

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Provided that a member, who has not attained the age of superannuation at the time of termination of his services, shall also be entitled to withdraw the full amount standing to his credit in the fund if he attains the age of superannuation before the payment is authorised.

b) On retirement on account of permanent and total incapacity for work due to bodily or mental infirmity duly certified by the medical board of the corporation or any public hospital or the E.S.I.C.

c) Immediately before migration from India for permanent settlement abroad.

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

Provided that in the case of mass retrenchment the payment shall be made immediately and in the case of individual retrenchment payment shall be made if the member has not been employed in any factory or other establishment to which the Act applied for a continuous period of not less than six months immediately preceding the date on which the member makes the application for withdrawal; provided further that in the case of an individual retrenchment pending final withdrawal, the member may, at his option, be paid for the period during which the member is out of employment, monthly withdrawals, not exceeding six of a non-refundable advance for the fund of an amount equal to:-

i) the pay (including dearness allowance, cash value of any food concession and retaining allowance) drawn by him in the month immediately preceding the month in which he was retrenched or,

ii) one sixth of the amount standing to his credit (including interest) in the fund, whichever is less and on the expiry of the period of six months referred to in the foregoing provision, the balance amount if any, shall,

i) in any case where the member secures employment in any establishment to which the Act applies, be transferred to the new provident fund account of that establishment.

ii) in any case where the member secures employment in an establishment not covered by the Act, be paid in cash to him after the expiration of the said period of six months or to be transferred to the credit of the account of such member in the provident fund of the establishment in which he is re-employed provided that it will be so done only if the member so desires and such transfer is permissible under the rules of that provident fund;

iii) in any case where the member does not secure employment, be paid in cash.

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Upon termination of service under a voluntary scheme of retirement framed by the employer and the employees under a mutual agreement specifying, inter-alia that notwithstanding the previous contained in sub-clause (a) of clause (ii) of Section 2 of the Industrial Disputes Act, 1947 excluding voluntary retirement from the scope of definition of retirement such voluntary retirement shall for the purpose be treated as mutual consent of the parties.

e) in any of the following contingencies, provided the actual payment shall be made only after completing a continuous period of not less than six months immediately preceding the date on which a member makes the application for withdrawal.

i) where the Corporation closed but certain employees who are not retrenched, are transferred by the employer to other factory or establishment not covered under the Act;

ii) where a member is transferred from a covered factory or other establishment to another factory or another establishment not covered under the Act, but is under the same employer; and

iii) where a member is discharged and is given retrenchment compensation under the Industrial Dispute Act, 1947 (14 of 1947).

f) immediately on ceasing to subscribe to the fund consequent on the employer ceasing to give effect to the provisions of the Act to the establishment

i) for the purpose of clause (b) of sub-paragraph (1) where an establishment has been closed, the certificate of any registered medical practitioner may be accepted.

ii) where there is no medical officer in the corporation the employer shall designate a registered practitioner stationed in the vicinity of the Corporation or;

iii) where the establishment is covered by the Employees State Insurance Scheme, medical certificate from a medical officer of the Employees State Insurance Dispensary with which, or from the insurance Medical Practitioner with whom the employee is registered under that scheme, shall be produced;

Provided that where by mutual agreement of employer and employees, a medical Board exists for any establishment or a group of establishments, a certificate issued by such Medical Board may also be accepted for the purpose of this paragraph;

Provided further that it shall be open to the Board to demand from the member a fresh certificate from civil Surgeon or any doctor acting on his behalf where the original certificate produced by him gives rise to suspicion regarding its genuineness;


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Provided further that the entire fee of the Civil Surgeon or any doctor acting in his behalf shall be paid from the fund in case the findings of the Civil Surgeon or any doctor acting on his behalf agreed with the original certificate and that where such findings do not agree with the original certificate only half of the fee shall be paid from the fund and the remaining half shall be debited to the member's account.

iv) A member suffering from tuberculosis or leprosy, if contracted after leaving the service of an establishment on grounds of illness but before payment has been authorised, shall be deemed to have been permanently and totally incapacitated for work.

2) In case other than those specified in sub-paragraph(1), the Board may permit a member to withdraw, subject to the provisions of such-paragraph(3), the amount standing to his credit in the fund, if

a) he being a national of a country other than India, is leaving India atleast for a year; or

b) he has not been employed in any factory or other establishment to which the Act applied for a continuous period of not less than six months immediately preceding the date of which he makes the application for withdrawal;

Provided that the Board may in cases of hardship reduce subject to such rules as may be made in this regard by the board with the previous approval of the Regional Provident Fund Commissioner, the said period of six months to such extent as he may consider necessary.

Explanation:

A declaration in writing made by a member affirming the fact of non-employment as aforesaid may be accepted as proof thereof.

3) When a member withdraws any amount under sub-paragraph, the following provisions shall apply namely.

i) 75% of the employer's contribution and interest thereon shall be forfeited to the fund if the period of his membership of the fund is less than 3 years; or

ii) 50% of the employer's contribution and interest thereon shall be forfeited to the fund if the period of membership is 3 years or more but less than 5 years or;


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iii) 25% of the employer's contribution and interest thereon shall be forfeited to the fund if the period of membership is 5 years or more but less than 10 years.

iv) 15% of the employer's contribution and interest thereon shall be forfeited to the fund if the period of membership is 10 years or more but less than 15 years.

4) Notwithstanding the provision in sub-regulation No.2/3 if a subscriber resigns after completing 5 years of service including period of leave with pay but excluding the period of probation and leave without pay, the employer's contribution and interest thereon will be paid in full.

5) Any member who withdraws the amount due to him under subparagraph (2) shall, on obtaining re-employment in a factory or other establishment to which the scheme applies, be required to qualify again for the membership of the fund and on qualifying for membership shall be treated as a fresh member thereof.

6) Any sum forfeited to the fund under this regulation shall not be returned to the DTC but shall be credited to the Forfeited Account of the Fund.

The amount of the credit in the Forfeiture Account shall be expended for the following purposes:-

a) Payment of a sum of the nominees/heirs of a deceased member provided that the total amount including the sum proposed to be paid does not exceed Rs. 1000/- the intention is that a sum of Rs. 1000/- shall be assured to such nominees/heirs;

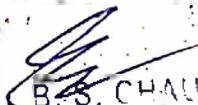
b) for meeting money order commission on remittances from the provident fund to outgoing members/their heirs;

c) For declaring the rates of interest so that it is not lower than that fixed under the Employees Provident Fund Scheme.

d) For making good the capital loss on the conversion of securities and other instruments, this should however, be limited to cases of absolute necessity;

e) The amount remaining in the credit of the Forfeiture Account of 31st March of each year shall be transferred to the "Interest Suspense Account" after retaining a minimum balance of Rs. 10000/- in the Forfeiture Account for meeting the expenses as referred in this paragraph.

f) Organisation of sports games, film shows, cultural programmes and athletic meets etc.;



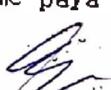
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- g) Organisation of excursions and tours of subscribers to industrial centres in different parts of the country for extending awareness and promotion of cultural integration;
- h) Community/Welfare Centres for promotion of recreational activities, health and welfare of subscribers and members of the families.
- i) Promotion of cooperative Credit/Consumer Societies for the benefit of subscribers; and
- j) Promotion of Housing facilities for the benefit of the subscribers.

Explanation:

- a) In computing the period of membership under sub-paragraph(3) for the first withdrawal under sub-paragraph(2) in respect of a member, his total services, exclusive of periods of breaks under the same employer of a factory or other establishment before or after the scheme applied to the factory or other establishment as well as the periods of his membership whether of the fund or of private provident funds of exempted factories or other establishments or provident funds exempted, immediately preceding current membership of the fund shall be included provided that the member did not withdraw his provident fund moneys during such period.
- b) In computing the period of membership under sub-paragraph (3) for subsequent withdrawals under sub-paragraph(2), periods of membership whether of the fund or of the private provident funds exempted immediately preceding the current membership of the fund shall be included provided that the member did not withdraw his provident fund moneys during such periods.
- c) Notwithstanding anything contained in these regulations to the contrary, the amount of accumulations to the credit of a member, in the fund shall when he leaves his employment and obtain re-employment in an exempted factory or an establishment of some other concern to which the provisions of the Employees Provident Fund Act, 1952 apply within the period under clause (b) sub-regulation(2) of Regulation 26, be transferred to the credit of his account in the provident fund establishment in which he has been re-employed, and in case he joins any unexempted factory/establishment, his total provident fund accumulations shall be transferred to the Regional Provident Fund Commissioner.
- d) (i) Notwithstanding anything contained in these regulations to the contrary, the trustees may in exceptionally deserving cases pay the amount of accumulations due to a member in accordance with regulations without waiting for a period of six months.
- ii) In cases where immediate payment of provident fund is made without waiting for period of six months on account of serious illness of the member or any member of his family, a medical certificate in support of illness shall be produced by the member unless for adequate reasons to be recorded, the trustees may decide to dispense with the production of the medical certificates.

27. ACCUMULATIONS OF A DECEASED MEMBER TO WHOM PAYABLE:
On the death of a member before the amount standing to his credit has become payable or where the amount has become payable


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before payment has been made.

- i) If a nomination made by the member in accordance with paragraph 10 subsists, the amount standing to his credit in the fund become payable to his nominee or nominees in accordance with such nomination, or
- ii) If no nomination subsists or if the nomination relates to only a part of the amount standing to his credit in the fund, the whole or the part thereof to which the nomination does not relate, as the case may be shall become payable to the members of his family, in equal shares provided that no share will be payable to:
 - a) sons who have attained maturity
 - b) sons of a deceased son who have attained maturity
 - c) married daughters whose husbands are alive
 - d) married daughters of a deceased son whose husbands are alive
- If there is any member of the family other than those specified in clauses (a) (b) (c), provided further that the widow or widows and the child or children of a deceased son shall receive between them in equal parts only the share which that son would have received if he had survived the member and had not attained the age of maturity at the time of the member's death.
- iii) In any case to which the provisions of clause (i) and (ii) do not apply the whole amount shall be payable to the person legally entitled to it.

Explanation:

For the purpose of this paragraph 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.

28(a) REINSTATEMENT OF MEMBER already ceased to be in the service of the Corporation and/or joining a local body.

- (i) A subscriber who is dismissed/reduced from the service and is subsequently reinstated in the service, shall, if required to do so by the board repay any amount paid to him from the provident fund in pursuance of these regulations with interest thereon. The amount so repaid shall be credited to his account in the Provident Fund.
- (ii) If a subscriber is transferred temporarily to the service of another local body, the amount shown to the credit of his account in the Provident Fund ledger shall not be withdrawn but shall remain to the credit of his account.

28(b) ON THE SUBSCRIBER PROCEEDING ON LEAVE PREPARATORY TO RETIREMENT

- (i) When a subscriber has proceeded on leave preparatory to retirement or
- (ii) while on leave has been permitted to retire or declared by competent medical authority to be unfit for further service the amount of subscription and interest thereon standing to his credit in the Provident Fund shall, upon application made by him in that behalf to the Board become payable to the subscriber.

Provided that the subscriber, if he returns to duty, shall be required to do so by the Board, repay to the Provident Fund for credit to his account, the whole or part of any amount paid to him from the provident fund in pursuance of this subsection with interest thereon in cash by instalments or otherwise, by recovery from his salary or otherwise, as the Board may direct.


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- 1) When the amount standing to the credit of a member on the balance thereof after any deductions 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 these regulations the Board may, if the amount to the credit of the fund does not exceed Rs. 5000/- and if satisfied after enquiry 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 that portion of the amount in regard to which there is no dispute or doubt, the balance adjustment as soon as may be possible.
- 3) If the person to whom any amount is to be paid under this scheme 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 has been appointed, the payment shall be made to the guardian, if any appointed under sub-paragraph of paragraph 10 where no guardian under the Guardians and Wards Act, 1890 (8 of 1890) or under sub-paragraph 10 has been appointed the payment shall be made to the natural guardian and in the absence of a natural guardian, to such person where the amount does not exceed Rs. 10000.00 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. In any other cases, the amount shall be paid to the person authorised by law to receive the payment on behalf of the minor.
- 3A) If the person to whom an amount is to be paid under this scheme is a lunatic for whose estate a Manager under the India 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 natural guardian of the lunatic and in the absence of any such natural guardian, to such person as the Board where the amount does not exceed Rs. 10000/- considers to be the proper person representing lunatic and the receipt of such person for the amount paid shall be sufficient discharge thereof. In any other case, the amount shall be paid to the person authorised by law to receive the payment on behalf of the lunatic.
- 4) If it is brought to the notice of the Board that a posthumous child is to be born to the deceased member he shall retain the amount which will be due to the child in the event of its being born alive and distribute the balance, if subsequently no child is born or the child is still-born, the amount retained shall be distributed in accordance with the provisions of paragraph 27.
- 5) Any person who desires to claim payment under this paragraph shall send a written application for the purpose to the Board through the Corporation if such person is unable to send the application through the Corporation for any reasons whatsoever he may submit it to the Board and the Board may forward such application to the Corporation. The Corporation shall forward or as the case may be return to the Board every application received by him under this paragraph within fifteen days of the receipt of the application by him. The Board may at the option of the person to whom payment is to be

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made, make the payment; (i) by postal money order at the cost of the payee or, (ii) by crossed cheque through post, or (iii) by deposit in the payee's saving bank account if any, in bank/post office. Provided that where the provident fund money is remitted by postal money order, the balance, if any remaining after such remittance shall be credited to the forfeiture account and in the case of a claim for the said balance the amount shall be paid by debiting the forfeiture account.

6. Any amount becoming due to a member as a result of (i) supplementary contribution from the Corporation in respect of leave wages/arrears of pay, instalment of arrear contribution received in respect of a member whose claim has been settled an account but which could not be remitted for want of latest address, or (ii) 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 u delivered and it is not claimed against within a period of three years from the date it becomes payable shall be transferred to an account to be called the unclaimed Deposits Account. Provided that in the case of a claim for the payment of the said balance, the amount shall be paid by debiting the unclaimed Deposit Account.

30. ANNUAL STATEMENT OF ACCOUNT

1) As soon as possible after the 31st March of each year the Trustees shall send to each subscriber a statement of his account in the fund, showing the opening balance as on 31st April of the year, the total amount credited or debited during the year, the total amount of interest credited as on 31st March of the year and the closing balance on that date. The statement of ~~each month shall~~ included the enquiry as to whether the subscriber

a) desires to make any alteration in any nomination made under regulation 10;

b) has acquired a family in case where the subscriber has made no nomination in favour of a member of his family under the provisions to sub. regulation (i) of the regulation 10.

2) Subscribers should satisfy themselves as to the correctness of the annual statement, and arrears should be brought to the notice of the trustees within six months from the date of receipt of the statement. Subscriber can inspect his provident fund account with the permission of the Trustees.

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

31. POWERS OF THE TRUST TO ALTER REGULATIONS

(a) It will be obligatory on the part of the Trust to amend the provident fund regulations etc., if at any time in future, any defects are detected or pointed out in the approved regulations or any other amendments that may be considered necessary by the Trust/Government in future.


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b) in case any dispute arises regarding the correct interpretation of these regulations or proper administration of the fund, the matter shall be referred to the Regional Provident Fund Commissioner whose decision shall be final.

PROTECTION AGAINST ATTACHMENT

1) The amount standing to the credit of any member in the fund (or any exempted employee in a provident fund) shall not in any way be capable of being assigned or charged and shall not be liable to attachment under any decree or order of any court in respect of any debt or liability incurred by member (or the exempted employee) and neither the official assignee appointed under the Presidency Towns Insolvency Act, 1909 (30 of 1909) nor any receiver appointed under the Presidential Insolvency Act, 1920 (5 of 1920) shall be entitled to, or have any claim on, any such amount.

2) Any amount standing to the credit of a member in the fund or of an exempted employee in a provident fund at the time of his death and payable to his nominee under the scheme or that regulations of the provident fund shall subject to any deduction authorised by the said scheme or regulations, vest in the nominee and shall be free from any debt or other liability incurred by the deceased or the nominee before the death of the member or the exempted employee.

33. TRANSFER OF ACCOUNT

When a subscriber leaves the service of the Corporation and takes up employment in another factory or establishment to whom the provisions of the Act applies and gives notice to that effect the transfer of his account shall be effected to the factory or establishment where he takes up employment, in case that is exempted and to the Regional Provident Fund Commissioner in case that is unexempted.

34. EXPENSES

All expenses in connection with administration and maintenance of Provident Fund Account under these regulations shall be borne by the Corporation.

35. MISC

These regulations shall also apply to the employees of the Corporation who at the time of initial admission to the Provident Fund established under the D.R.T.A. (Employees Provident Fund) Regulations or any earlier provident fund were in receipt of basic wages plus dearness allowance exceeding Rs. 1600/- per month.

36. TRANSITION PROVISIONS

Until such time as the Trustees are elected and the Board starts functioning, all the powers vested by these regulations in the Trustees shall be exercised, by the General Manager or any other officer nominated by him. Further between 30th April, 1959 and until such time the Trustees start functioning, all acts done by the General Manager or his nominee in connection with the administration of the Fund shall be deemed to have been done by the Trustees and shall not be called in question by the Trustees.


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37. DISSOLUTION OF THE FUND

Upon the winding up of the fund, the amount standing to the credit of the member in Provident Fund shall be dealt with according to the directions of the Regional Provident Fund Commissioner.

38. RULES NOT EXPRESSLY PROVIDED

In the matters which are not expressly provided herein the provisions of the employee's Provident Fund Scheme, 1952 will apply. The terms which have not been defined herein shall have the same meaning as have been assigned in the Employees' Provident Funds and Family Pension Fund Act, 1962 and the Scheme framed thereunder.

39. COMPLIANCE OF FAMILY PENSION

The compliance of the Family Pension Scheme, 1971 will be made as per provisions of the aforesaid scheme in respect of the members entitled to and required to become the members of the said scheme.

40. THE EMPLOYEES' DEPOSIT LINKED INSURANCE SCHEME 1976

The employees Deposit Linked Insurance Scheme, 1976 as framed under the Employees' Provident Fund and Misc. provisions Act, 1952, will be applicable to the member of the D.T.C. Employees Provident Fund.

41. AUDIT

The accounts of the Fund shall be get audited every year by the Auditor to be appointed by the Trustees and a certified copy of the balance sheet shall be submitted to the Regional Provident Fund Commissioner.


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ANNEXURE 'D'

OFFICE OF THE REGIONAL PROVIDENT FUND COMMISSIONER
11/10, SADHU-VASWANI MARG: NEW DELHI-10005.

MOST IMMEDIATE

REGISTERED/A.D.

No. E/DL-17 (Exempted)/6007

Dated: 8th August, 79

To:

The Secretary,
DTC Employees Provident Fund Trust,
Delhi Transport Corporation,
I.P. Estate,
New Delhi.

Subject:- Functioning of Provident Fund Trust and
Amendment of Provident Fund Rules of
Delhi Transport Corporation Regarding.

Ref: Your Letter No. ACT/EPP/Regulations/79/343
dated the 24th Feb., 1979.

D/Sir,

The Provident Fund Rules submitted by you have been examined and it is found that some of the clauses in rules are not in conformity with the provisions laid down under the Employees' Provident Funds & Misc. Provisions Act, 1952. However, the rules submitted vide your letter under reference is hereby provisionally approved subject to the amendments additions of the following clauses. The newly formed Trust is also allowed to operate Provident Fund Rules with subject to amendments/additions as under:

Rule 2(vi) : The word "Employee" has not been defined per provisions of Section 2(f) of the 'Employees' Provident Funds & Misc. Provisions Act, 1952.

Rule 2(vii) (c) The following explanatory note is required to be added in this regulation:

Explanation: "An apprentice means a person who, according to the certified standing orders applicable to the factory or establishment, is an Apprentice, or who has declared to be an Apprentice by the authority specified in this behalf by the Appropriate Government.

Rule 13(a) : At the end of this regulation, the following words are required to be added:

after obtaining permission in writing from the Regional Provident Fund Commissioner.


B. S. CHAHAL
Sr. Manager - A
DELHI TRANSPORT CORPORATION
Govt. of NCT of Delhi
I. P. Estate, New Delhi-110052

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ANNEXURE 'D-1'

Rule 16: In the fifth line after the word securities the following to be added by replacing the words 'as per pattern issued by the Govt. Strictly as per pattern of investment laid down by the Government of India from time to time', by the following provisions are required to be incorporated the rules;

- (a) The Employees' Deposit Linked Insurance Scheme
- (b) Arbitration: Rules regarding Arbitration viz., in the case of any dispute arises as to the meaning or applicability or interpretation or rules in between the member and the employer, the matter shall be referred to the Regional Provident Fund Commissioner, whose decision shall be final and binding on both the parties; and
- (c) Audit: Rules providing audit of accounts every year by an Auditor and certified copy of Balance Sheet required to be submitted to the Regional Provident Fund Commissioner.

3. The above discrepancies have already been intimated to the Corporation vide this office letter No. E/DL/171 (Exempted)/7441 dated the 16th April, 1977. The Corporation has also agreed to amend certain provisions keeping in view the above said discrepancy vide their letter No. Adml-5(41)/77 dated 30.6.77. In this regard, a meeting was also held in the office of the Regional Provident Fund Commissioner, Delhi on 9.11.77 to discuss the above proposed amendments in the draft D.T.C. (E.P.F.) Regulations and certain decision has been arrived at. But it is regretted to point out that inspite of the fact, the management have failed to act upon the decision arrived at and agreed vide letter dated 30.6.1977 and now an attempt is being made as if the matter was pending with this office.

4. You are, therefore, requested to carry out above amendments/additions and forward your Provident Fund Rules amended as above at an early date in order to avoid any legal complications and for the larger interest of the employees.

5. Please acknowledge the receipt of this letter.

Yours faithfully,

SD/-

(S.K. RASTOGI)

Copy to

REGIONAL PROVIDENT FUND COMMISSIONER

1. The General Manager, Delhi Transport Corporation, I.P. Estate, New Delhi for information.
2. The Provident Fund Inspector Grade I (Shri S. Vishwanthan). He is requested to visit the establishment and to submit a detailed report as asked for vide office Memo. dated 22.6.79. This may please be treated as Most Urgent.

SD/-

for Regional Provident Fund Commissioner.


B. S. CHAUHAN
Manager (Admn)
DELHI TRANSPORT CORPORATION
Govt. of NCT of Delhi
I.P. Estate, N.W. Delhi-110002

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ANNEXURE 'I'

FORM OF NOMINATION PAPER
(SEE REGULATION NO. 4)

Name of the Branch/Department

I hereby nominate Shri _____ Design _____ P.No. _____
(name of the employees candidate with his
Provident Fund A/z No.)

as a candidate for election to the Board of Trustees.

Dated _____

(Signature of the proposer
with his Provident Fund
A/c No. _____ B.No. _____
Design _____ Unit _____

Address

I hereby declare that I agree to this nomination

Dated:-

Address

Attested by (1) _____
(2) _____

(to be signed by the members of the
Provident Fund)

Certificate of delivery

This nomination paper was delivered to me at my
office on _____ by the candidate/proposer.

Employer


B.S. CHAUHAN
Sr. Manager (Adm.)
DELHI TRANSPORT CORPORATION
Govt. of NCT of Delhi
I. P. Estate, New Delhi-110002

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ANNEXURE 'II'

DELHI TRANSPORT CORPORATION
PROVIDENT FUND REGULATIONS

DECLARATION AND NOMINATION FOR
PARAGRAPHS 10(III)

1. Name _____ B. No. _____
(in block capitals) s(if any)

2. Sex

3. Religion

4. Father's Name

5. Husband's Name
(for married women only)

6. Marital Status
(Whether unmarried, married, widow or widower)

7. Date of birth day _____ Month _____ Year _____
(Where exact particulars are not available, approximate
age may be indicated in consultation with the Medical
Officer of the Corporation.)

8. Permanent address. Village _____ Thana _____ Taluk/sun-division
Post Office _____ District _____
State _____

I declare that I have not previously been a member of the Employees' Provident Fund and I hereby nominate the person(s) mentioned below to receive the amount standing to my credit in the Fund, in the event of my death before the amount has become payable, or having become payable has not been paid and direct that the said amount shall be distributed among the said persons in the manner shown below against their names:-

Name and address of the nominee or nominees	Nominees' relationship with member	Age of nominee	Amount of share of accumulations in the Fund to be paid to each nominee
---	------------------------------------	----------------	---

1	2	3	4
I hereby direct that in the event of my death during the minority or my above named nominee the person whose particulars are given below shall be deemed to be the guardian of the minor nominee for the purposes of the Delhi Transport Corporation Employees Provident Fund.			

Name and address of the guardian	Age of the guardian	Relationship of the guardian with the member
1	2	3

1. Certified that I have no family as defined in para 2 of XII of the Delhi Transport Corporation Provident Fund Regulations and should I acquire a family hereafter the above nomination should be deemed as cancelled.


B. S. CHAUHAN
Sr. Manager (Admin.)
DELHI TRANSPORT CORPORATION
Govt. of NCT of Delhi
I. P. Estate, New Delhi-110002

DELHI TRANSPORT CORPORATION
(A GOVERNMENT OF INDIA UNDERTAKING)
I.P.ESTATE : NEW DELHI

DELHI TRANSPORT CORPORATION EMPLOYEES

PROVIDENT FUND
PARAGRAPH 10(iv) and (vi)

I hereby cancel the nomination made by me previously as regards the disposal in the event of my death, of the amount standing to my credit in the Employees Provident Fund and hereby nominate the person(s) mentioned below to receive the amount standing to my credit in the Fund, in the event of my death before that amount has become payable, or having become payable has not been paid and direct that the said amount shall be distributed among the said persons in the manner shown below against their name:-

Name and address of the nominee or nominees.	Nominee's relationship with the member	Age of the nominee	Amount or share of accumulations in the fund to be paid to each nominee
1	2	3	4

2. I hereby direct that in the event of my death during the minority of my above named nominee, the person whose particulars are given below shall be deemed to be the guardian of the minor nominee for the purposes of the Delhi Transport Corporation Employees Provident Fund Regulations.

Name and address of the guardian	Age of the guardian	Relationship of the guardian with them
1	2	3

1. Certified that I have no family as defined in para 2 of the Delhi Transport Corporation Employees Provident Fund Regulation and should I acquire a family hereafter the above nomination should be deemed as cancelled.

2. Certified that my father/mother is dependent upon me,

Signature of left/right hand thumb impression of member/design.

Date 19 B.No. _____

Certified that the above declaration has been signed/thumb impressed before me by _____ employed in _____

Code No. of the Factory *Signature of the employer or other authorised officer of Factory/Establishment

Date 19

Name and address of factory/Establishment or its Stamp.


B. S. CHAUHAN
Sr. Manager (Admn.)
DELHI TRANSPORT CORPORATION
Govt. of NCT of Delhi
I. P. Estate, New Delhi-110002

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2. Certified that my father/mother is dependent upon me.

Signature of left/right hand
thumb impress of the member
thumb impression of the member

Design _____ B.NO. _____

Certified that above declaration has been signed/thumb impress

by Shri/Shrimati _____

employed in this Corporation before or af

He/she has read the entires

the entries have been read over to him/her by me

Signature of the employer
of other authorised officer.

Designation _____

Name and address of the factory/
establishment or stamp thereof.

Dated: _____

**This column should be filled in so as
to cover the whole amount that may
stand to the credit of the member in
the fund at any time.

@Left hand thumb impression in case of
illiterate male member and right hand
thumb impression by illiterate female
member.


B. S. CHAUHAN
Sr. Manager (Adm.)
DELHI TRANSPORT CORPORATION
Govt. of NCT of Delhi
I. P. Estate, New Delhi-110002