

ANNEXURE VI

RULES & REGULATIONS OF THE
DARGAH KHWAJA SAHEB
EMPLOYEES PROVIDENT FUND

ASHFAQUE HUSSAIN,
R.A.S.
NAZIM

No:DKS/D.C.M.-AUGUST/98/-

09.08.1998.



An extract from the minutes of the Dargah Committee Meeting held on 09th August, 1998.

5.2 b) Item No. 6.3. Dated.21.06.98: To consider application of some employees regarding advance from their P.F. Fund:

Rules for Provident Fund, which were framed by President, and C.A. & approved.


(Ashfaq Hussain)
Nazim.

RULES AND REGULATIONS OF THE
DARGAH KHWAJA SAHEB EMPLOYEES PROVIDENT FUND.



1. Name:

The Fund shall be called the "DARGAH KHWAJA SAHEB EMPLOYEES PROVIDENT FUND".

2. INTERPRETATION:

In these Rules and Regulations the following shall, unless excluded by or repugnant to their context, have the meaning here attached to them viz-

- (a) The D.K.S. means the Dargah Khwaja Saheb, Ajmer.
- (b) The Committee or Dargah Committee means Dargah Committee, Ajmer, Constituted under the provisions of The Dargah Khwaja Saheb Act, 1955.
- (c) "THE FUND" means Dargah Khwaja Saheb Employees Provident Fund.
- (d) "THE TRUSTEE" means the Trustees of the Fund the time being as provided in the aforesaid Trust Deed and where not inconsistent with the context, shall mean each or any of the Trustees. The Trustee means and includes present Trustees or survivor or Survivors among them or other Trustees or Trustees for the time being of the Fund.
- (e) "BASIC SALARY/WAGES" shall mean all emoluments which are earned by an employee while on duty or on leave with salary/Wages in accordance with terms of the contract of employment and which are payable to him but does not include:
 - (i) The Cash value of any Food concession.
 - (ii) Any present made by the employer.
- (f) "Member" shall mean any person who is a member of the fund.
- (g) "FAMILY" shall mean-
 - (i) In the case of a male Member, the wife, children whether married or unmarried, and dependent parents of the member, and the widow and children of a deceased son of the Member, provided that if a member proves that his wife has ceased, under the personal law governing him or the customary law of the community to which the spouses belong, to be entitled to maintenance she shall no longer be deemed to be part of the member's family for the purpose of this Fund, unless the member subsequently intimates by express notice in writing to the Trustees that she shall continue to be so regarded and
 - (ii) In the case of a Female member, the husband and Children of the Member, the dependent parents of the husband and the widow and children of a deceased son of the member: provided that if a member by notice in writing to the Trustees expresses her desire to exclude her husband from the family, the Husband or his dependent parents shall no longer be deemed to be a part of the

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member's family for the purpose of this Fund, unless the member subsequently cancels in writing any such notice.



EXPLANATION:

In either of the above two cases if the child of a 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.

(h) "CHILDREN" shall mean legitimate children and include adopted children if the Board of Trustees is satisfied that under the Personal Law of the Member adoption of a Child is legally recognised.

(i) "CONTINUOUS SERVICE" shall mean uninterrupted service and include service which is interrupted by sickness, accident, authorised leave, strike which is not illegal or cessation of work not due to the employee's fault.

(j) "ACCOUNTING YEAR" shall mean the period beginning on the first day of April and ending on the 31st day of March.

(k) **THE FUND SHALL CONSIST OF:**

- (i) Contribution by the members out of their Salary or Wages.
- (ii) Contribution by the employers.
- (iii) Sum forfeited to the Fund.
- (iv) Interest and dividends which the investment of money forming the Fund from time to time may produce.
- (v) Such other sums as may accrue to the Fund from any source whatsoever.

(l) "AN EMPLOYEE" shall mean any person who is employed for wages in any kind of work, manual or otherwise on the work of the Establishment, and who gets his wages directly from the Employer.

(m) "ACCUMULATED BALANCE DUE TO A MEMBER" means the Balance to his credit or such portion thereof, as may be claimable by him under the Rules and Regulations of the Fund, on the day he ceases to be a member of the Fund.

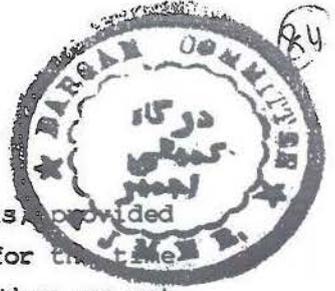
(n) "CONTRIBUTION" shall mean any sum credited by or on behalf of any employee out of his Salary or by an employer out of his own moneys to the individual account of an employee but does not include any sum credited as interest.

3. **ESTABLISHMENT OF THE FUND:**

The Fund shall be deemed to have been established from 1st July, 1991. The management has decided to contribute management share towards P.F. from 1st April, 1989.

4. **OPERATION OF RULES:**

The Fund shall be governed by these Rules and Regulations or by such other Rules and Regulations as shall for the time being, be in force. Every member on joining the Fund shall sign a declaration in Form No.1 of appendix here to undertaking to be bound by these Rules and Regulations and shall at the same time



entitled to receive a copy of the Rules and Regulations, provided nevertheless that the Rules & Regulations of the Fund for the time being in force shall be binding upon every member whether or not he shall have received a copy of the Rules and Regulations.

5. MEMBERSHIP:

- (a) Every employees who has completed one year of service as an employee of Dargah Khwaja Saheb will be member of Provident Fund whether he is confirmed or not.
- (b) Part time employee will not be member of Provident Fund.
- (c) A retired person on completion of 58 years age and re-employed in Dargah will not be eligible for becoming member of Provident Fund.
- (d) A person who has attained age of 65 years will not be a member of Provident' Fund.

6. MEMBER'S CONTRIBUTION:

At the rate of 8.33 % of his basic salary/wages plus dearness allowance w.e.f. Ist July, 1991.

7. EMPLOYER'S CONTRIBUTION:

At the rate of 8.33 % of his basic salary/ wages plus dearness allowance w.e.f. Ist April, 1989.

Each contribution shall be calculated to the nearest rupee, to be counted as a next higher rupee.

Each Salary/wage for the purpose of calculating contribution shall be rounded off to the nearest rupee.

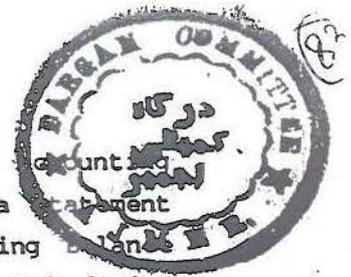
8. WHAT THE FUND SHALL CONSIST OF:

The Fund shall consist of contributions as above specified received by the Trustees, of accumulations thereof and of interest credited in respect of such contributions and accumulations and of securities purchased therewith, and of any capital gains arising from the transfer of Capital Assets of the Fund and of no other sums.

9. MEMBERS ACCOUNT:

(i) A separate account shall be kept with respect to each member, showing (i) the amount of his own contributions with the proportionate amount of interest earned there on and (ii) the amount of the contributions of Dargah Khwaja Saheb with the proportionate amount of interest earned thereon in the form prescribed by Rules made under the Fund.

(ii) Any member making a request in this behalf to the Trustees shall be permitted to inspect his account himself or to have the same inspected by any person duly authorised by him in writing to do so, within 72 hours of making such request provided that no such request shall be entertained more than once in every two months.



(iii) As soon as possible after the close of each year, the trustees shall send to each member a statement of his account in the Fund showing the opening balance at the beginning of the year, amount contributed during the year the total amount of Interest credited at the end of the period or debited in the period and the Closing Balance at the end of the year. Members shall satisfy themselves as to the correctness of the annual statement and any error should be brought to the notice of the Trustees within six months of the receipt of the statement.

11. LEAVE CONTRIBUTION:

A member who shall be absent on leave without pay may be permitted by the Dargah Khwaja Saheb to continue to pay his contribution to the Fund during such absence. However Dargah Khwaja Saheb shall not be required to contribute its share against such contribution.

12. INVESTMENTS:

That monthly employees contribution and Equal contribution of Dargah Khwaja Saheb will be deposited in savings Bank account opened with State Bank of Bikaner and Jaipur, Dargah Bazar, Ajmer before 10th of every month. The Funds of Provident Fund will be invested in F.D.R s. and other Government securities to earn maximum interest. The yearly interest so earned will be credited to the members account in ratio of amount standing credited in their P.F.Accounts.

12. LOAN FROM PROVIDENT FUND:

Loan from Provident Fund will be granted as:

(i) Non Recoverable Loan.

13. NON RECOVERABLE LOAN:

(i) After completion of 5 years of membership P.F.Fund Non-Recoverable Loan will be given in the given circumstances:

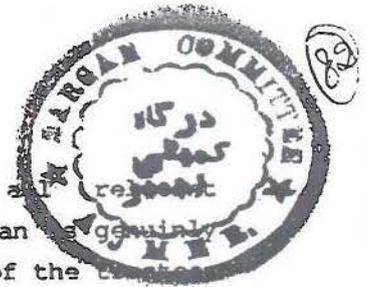
(a) (i) On the marriage of own daughter/dependent sister.

(ii) For treatment of un-curable disease to himself, wife or any dependent.

That the above loan will be restricted to own contribution upto date of application.

(iii) For buying land for construction of dwelling house or for construction of a dwelling house/flat or for purchasing a dwelling house or flat.

The above loan will be restricted to member's own contribution plus 50% of Dargah Khwaja Saheb contribution standing in the name of the member on the day of grant or payment of loan, provided further that no such loan will be paid unless the following conditions are satisfied:



- (a) The Trustees are satisfied after examining all records/documents produced by the member that the Loan is required for any of the above purpose. The decision of the Trustees in this regard shall be final.
- (b) No more than 50% of sanctionable Loan at the time of applying the loan will be given for the purchase of a site.
- (c) In respect of Loan for the purpose of a flat in a co-operative housing society or from a Govt. or Semi Govt. housing organization the cheque in respect of Loan will be given in the name of said Housing Society or Govt. or Semi Govt. organisation as the case may be.

14. PAYMENT OF DARGAH KHWAJA SAHEB CONTRIBUTION & INTEREST:

- ✓ (i) The whole of DKS Contribution and Interest thereon shall be payable immediately.
 - (a) On the death of a Member.
 - (b) On retirement of a covered member from service at any time after attainment of 58 years of age provided that a covered member who has not attained age of 58 years at the time of termination of his service shall also be entitled to withdraw the full amount standing to his credit in the Fund.
 - (c) On retirement of a member on account of permanent and total incapacity for further employment due to bodily or mental infirmity and on production of Medical Certificate from a Medical Practitioner provided that a member suffering from tuberculosis of lungs or leprosy or cancer even if contracted after leaving the service of DKS on ground of illness but before payment has been authorised shall be deemed to have been permanently and totally incapacitated for work.
 - (d) On an Indian National leaving the service of the D.K.S. for the purpose of migration permanently abroad provided that proof on such migrations is furnished to the satisfaction of the D.K.S..
 - (e) On a member ceasing to be employed by the DKS by reason only of reduction or reorganisation of the staff and not due to any fault of such member.
 - (f) On retirement of an uncovered member from service at any time after the attainment of 60 years of age.

15. MEMBER'S & DARGAH KHWAJA SAHEB CONTRIBUTION WHEN PAYABLE:

A members Contribution and Interest shall be payable to the member on ceasing to be a member of the Fund.

If any member leaves the service before completion of 3 years of membership of the Fund, he will be entitled to his own share alongwith Interest accrued. That after three years membership he will



be entitled to both his share and DKS share alongwith interest accrued.

That if a member causes financial loss to DKS by misconduct, fraud, Gross negligence or other conduct of like nature and is dismissed from the service of DKS or is permitted to leave the service of DKS as a consequence of such mis-conduct, fraud, Gross negligence or other like conduct the amount of such financial loss sustained by the DKS shall be deducted by the trustees from the DKS Contribution out of the amount due to the member and be paid to DKS.

NOMINATION:

- (a) Each member may 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 becomes payable or having becomes payable has not been paid. Such a nomination shall be made in the prescribed form.
- (b) If a member nominates more than one person under(a) above he shall in his nomination specify the amount of share payable to each of the nominee in such manner as to cover the whole of the amount that may stand to his credit in the Fund.
- (c) Where a member has a family at the time of making a nomination such nomination shall be in favour of one or more persons belonging to his family. Any nomination made by a member in favour of a person not belonging to his family shall be invalid.
- (d) If at the time of making a nomination the members have no family the nomination may be in favour of any person or persons but if the employee subsequently acquires a family such nomination shall forthwith be deemed to be invalid and the member may be allowed to make a fresh nomination in favour of one or more persons belonging to his family.
- (e) A nominaion made by a member may at any time be modifide by him after giving a written notice to the trustees of his intension of doing so in the prescribed form. If the nominee pre-deceases the member the Interest of the nominee shall revert to the member who may there upon make a fresh nomination in respect of such Interest.
- (f) A nomination or its modification shall take effect to the extent that is valid on the date on which it is received by the Trustees.
- (g) On the death of a member who shall have made a nomination the full amount payable to him in accordance with these regulations shall be paid to his nominee irrespective of



the period for which the member may have served and such payment shall be good discharge to the Trustees against all claims whatsoever in respect of the said fund by any one who so are claiming through the said member or otherwise.

- (h) If the nominee is minor, the member shall at the time of nomination state the age of the nominee and shall also appoint in writing a person of full age to whom the amount standing at members credit is to be paid on behalf of the minor nominee in the event of the member dying before the minor nominee attains the age of majority. If any person so appointed predeceases the member before the minor nominee attains the age of majority, the member shall forthwith similarly appoint another person of full age to receive the amount on behalf of the minor nominee and from time to time forthwith make a fresh appointment when this is necessiated by the death of the person appointed to receive payment on behalf of the nominee.
- (i) The nomination made as aforesaid shall be and remain in full force and effect until the nominee's death or until the nominee's death or until his nomination or appointment has been revoked as herein mentioned.
- (j) On the death of a member not survived by a nominee, the full amount due to the member according to these regulation shall be paid to his executors or administrator or at the absolute descretion of the Trustees the amount or any part or parts there of may be paid to the widow, Child or children of his, her or their guardian or custodians or other near relatives or relatives of a deceased member or any other person appearing to them to be the proper patties receive the amount without any representation to the estate of such deceased member of any succession Certificate being obtained and in such propertion as the Trustees may think fit irrespective of the period for which the member may have served and such payment shall be good discharge of the Trustee against all claims whatsoever in respect of the said fund by any one whom so ever claiming through the said deceased member or otherwise.

TIME OF PAYMENT:

- (1) If a member leave the employment of the DKS as mentioned above the accumulated balance due to him shall be payable to him or the person entitled to the same within one month from the day he ceases to be an employee Payment will be made upon the claim of the person entitled to payment and



shall include Interest upto the last date of the month preceding the month in which the claim is secured as authorised as per rules.

- (ii) When the amount standing to the credit of a member or the part there of due to him in accordance with these Rules, becomes payable it shall be the duty of the Trustees to make prompt payment as herein provided. The Trustee shall give notice in writing to the person to whom the amount is payable specifying the amount.
- (iii) If any portion of the amount which has become payable is in dispute or doubt, the Trustee shall make prompt payment of that portion of the amount in regard to which there is no dispute or doubt, the balance being adjusted as soon as it may possible.

(A) FORFEITURES:

Such amount of the DKS's contribution standing to the Credit of a member's account who is not entitled to claim it under any of the foregoing rules and the proportionate interest attributable thereto, shall be forfeited to the Fund and shall be credited to the "LAPS & FORFEITURE ACCOUNT".

(i) TRUSTEES NOT LIABLE:

Notwithstanding anything contained in the Rules neither the Trustees nor the Fund shall be liable in the event of any person in pursuance of a nomination made by a member even though by virtue of the provisions of any of the Rules such nominations was or has become invalid provided that the Trustees in making such payment acted in good faith and without any knowledge of the defect in the nomination.

(ii) TRANSFER, ASSIGNMENT OF ATTACHMENT OF THE CONTRIBUTION OF MEMBER:

The amount standing to the credit of any member of the 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 such member and neither the official assignee appointed under the Presidency-Towns Insolvency Act 1909 (III of 1909) nor any Receiver appointed under Provincial Insolvency Act, 1920 (V of 1920) shall be entitled to or have any claim on any such amount.

- (B) Any amount standing to the credit of a member who is a covered employee in the Fund at the time of his death and payable to his nominee under these Rules, Subject to any deduction authorised by these Rules, vest in the nominee



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and shall be free from any debt or liability incurred by the deceased by the nominee before the death of such member.

(C) LAPSE & FOREFEITURE ACCOUNT:

All lapse and forfeiture accounting at any time shall be transferred to a separate account to be called "The Laps and Forefeiture Account" and shall with the prior approval of the Regional Provident Fund Commissioner be used and applied by the Trustees to meet any loss or depreciation of or in the investment for the time being representing the Provident Fund of the D.K.S. and subject thereto for the benefit of all or any of the members or any such person collectively in such manner under such circumstances and to such extent as the Trustees may in their absolute discretion think fit. Any profit arising on any of the said investment shall be transferred to "THE LAPSE AND FOREFEITURE ACCOUNT". Any benefit received by the members individually from the Lapse and Forefeiture account will however be liable to tax.

(D) ADVANCES IN ABNORMAL CONDITIONS:

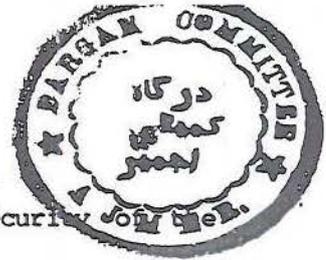
(i) The Trustees may, on an application from a member whose property, movable or immovable, has been damaged by a calamity of exceptional nature, such as floods, Earthquakes or Riots, authorise payment to him from the Provident Fund Account a non-refundable advance of Rupees Five Hundred or fifty percent 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.

No advance under sub-para (i) shall be paid unless:

- (i) The State Government has declared that the calamity has affected the general public in the area, and
- (ii) The member produce a certificate from an appropriate authority to the effect that his property (Moveable or immovable) has been damaged as a result of the calamity.
- (iii) The application for advances is made within a period of four months from the date of declaration referred to in Sub-para (i).

(E) POWER TO SELL SECURITIES & RAISE A LOAN THEREOF:

The trustees shall from time to time pay to the persons entitled there to such sums as may be payable under the provisions of these Rules and shall if necessary raise the moneys required for the same by a sale of the securities held by the Trustees or of



a sufficient part or by a Loan on the security of the same.

TRUSTEES:

- (i) The Fund shall be vested in the Trustees under a Trust which shall not be revocable save with the consent of all the Members.
- (ii) The following will be Trustees:
 - (a) President & Vice-President of Dargah Committee as nominated by the Government from time to time.
 - (b) Nazim of Dargah Khwaja Saheb.
 - (c) One Assistant Nazim of DKS as nominated by Dargah Committee.
 - (d) Accounts Officer or Incharge of Accounts of D.K.S.
 - (e) Two members of Employees as nominated by Dargah Committee.

(19) DISQUALIFICATIONS OF TRUSTEESHIP:

- A person shall be disqualified for nominated as a trustee:
- (a) If he is declared to be unsound mind by a competent Court or
 - (b) If he is an undischarged insolvent.
 - (c) If before or after the commencement of the Fund he has been convicted of an offence involving moral turpitude.

(20) MEETING OF TRUSTEES:

The Trustees shall meet at such place and time as may be appointed by the Chairman. The President of Dargah Committee will be the Chairman of Trust.

(21) QUORUM:

No business shall be transacted at a meeting unless atleast four Trustees are present of whom one shall be a Member Trustee.

(22) DISPOSAL OF BUSINESS:

Every question considered at a meeting of the Trustees shall be decided by a Majority of the votes of the Trustee present and voting. In the event of an equality of votes the Chairman shall have a casting vote. However where a resolution is passed by a casting vote, such matter shall be reported and referred for Final Decision to Dargah Managing Committee whose decision on the issue shall be final and binding.

(23) CESSATION AND RESTORATION OF TRUSTEESHIP:

If a Trustee fails to attend three consecutive meeting of the Trustees, without obtaining leave of absence from the Chairman, he shall ceases to be a Trustee provided that the DKS may restore him to

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Trusteeship if it is satisfied that there were reasonable grounds for the absence.



REMOVAL FROM TRUSTEESHIP:

The D.K.S. may remove from office any trustee if in its opinion such trustee has ceased to represent the interest which he purports to represent provided that no such Trustee shall be removed unless a reasonable opportunity is given to such Trustee and the body whom he represents of making any representation against the proposed action.

(1) **ABSENCE FROM INDIA:**

Before a Trustee leaves India:

(a) He shall intimate to the Chairman of Trustees of the dates of his departure from and expected return to India; or

(b) If he intends to absent himself for a period longer than six months, he shall tender his resignation.

If any Trustee leaves India for a period of six months or more without intimation to the Chairman, he shall be deemed to have resigned from Trusteeship.

(25) **NOTICE OF MEETING AND LIST OF BUSINESS:**

Notice of not less than 15 days from the date of posting containing the date, time and place of every meeting of Trustees, together with a list of business to be conducted at the meeting shall be despatched by Registered post or by special messenger in each Trustee present in India, provided that when the Chairman calls a meeting for considering any matter which in his opinion is urgent, a notice giving such reasonable time as he may consider necessary shall be deemed sufficient.

(26) **CHAIRMAN TO PRESIDE AT MEETING:**

The Chairman of the Trustees shall preside at every meeting of Trustees. If the Chairman is absent at any time, the Trustees present shall elect one of their members to preside over the meeting and the Trustees so elected shall exercise all the powers of the Chairman at the meeting.

(27) **MINUTES OF MEETING:**

The minutes of a meeting of the Trustees showing inter alia the names of the Trustees present there shall be circulated to all the Trustees present in India not later than one month from the date of the meeting. The minutes shall there-after be recorded in a minute book as a permanent record. Provided that if another meeting is held within a period of one month and ten days, the minutes shall be circulated so as to reach the trustees at least

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ten days before such meeting. The records of the minutes of each meeting shall be signed by the Chairman after confirmation with such modifications, if any, as may be considered necessary at the next meeting.

ACT OF TRUSTEES NOT INVALID BY REASONS OF DEFECT IN ITS CONSTITUTION ETC:

No act or proceeding of a meeting of trustees shall be deemed to be invalid by reason merely of any vacancy, or any defect in the constitution of the Board of Trustees.

(28) **LIABILITY OF TRUSTEES:**

In addition to and by way of substitution for all the liabilities conferred on the Trustees at common law by a trustee, no Trustees shall be liable for the act, neglect, neglects or defaults of any other Trustee, or for any loss in any receipt or other act of for confirmity or receipt, loss or expense, happening to the Fund by reason of insufficiency or deficiency of title to any property required for or on behalf of the Fund or for the loss of any security in or upon which any of the moneys of the Fund shall be invested or for any loss, or damage arising from the insolvency or fortuitous act of any person with whom any moneys, securities or effects are deposited or for any loss occasioned by an error or omission on his part, or for any other loss, damage or misfortune whatever shall happen in relation to the discharge of his duties as Trustee or in relation thereto, unless the same shall happen through his own default or misconduct.

(29) **POWER TO MAKE RULES & REGULATIONS:**

The Trustees with the consent of the DKS and with the previous approval of the Dargah Committee, Ajmer may from time to time repeal, vary or alter these rules and frame other rules and regulations with reference to the working and management of the Fund as the Trustees may from time to time think fit. A copy of all such additions, alterations and repeals shall immediately after the adoption thereof be sent to every member.

(30) **TRUSTEES TO ACCEPT MONEY FROM TRUSTEES OF OTHER PROVIDENT FUND:**

On a member joining the Fund following upon his employment by the D.K.S. consequent upon his leaving D.K.S. which is maintains a provident fund recognised under Chapter IX-A of the Indian Income Tax Act, 1961 the Trustees shall open an account in his name and credit separately in his name and credit separately in such account the various amounts received from the Trustees of such provident fund in respect of member's contribution, employer's contribution, interest on the members contribution and



shall henceforth hold such amount and deal with them in all respects in accordance with the Rules and Regulations of this Fund and such member shall have no claim whatsoever on the said amounts except in accordance with the Rules and Regulations of this Fund. Such members shall start contributing from the date of joining service and their previous service with the ex-employer shall be treated as membership for purpose of Rule 12. This Rule shall apply only in cases where a person is employed by the D.K.S. in one of its covered establishments.

DECISION OF THE TRUSTEES SHALL BE FINAL:

The decision of the Trustees shall be final and binding upon members in all respects and upon all matters, mentioned and dispute relating to or connected with these regulations or with the Fund or the administration thereof as the right or obligation of the members including all the dispute of differences which may arise between any member or his executors, administrators, nominee or representative and the Trustees as to meeting or effect of any regulations to any matter arising out of the same.

ACCOUNTS:

The Accounts of the Fund shall be kept at the office of D.K.S. at Ajmer and shall be made up yearly to the 31st March, in each year.

AUDIT:

The Accounts of the Trust shall be audited every year by the Chartered Accountants. The Certificate of the Auditors shall be final and binding upon the members. The D.K.S. will pay all auditors fees and other costs charged and expenses incurred by the Trustees from time to time in the administration of the Fund. All other expenses whatsoever the nature may be born by D.K.S.

DISPUTES:

Any dispute or difference which may arise between any member or his executors, administrators, nominee or representative and the Trustees, or between any members or his executors, administrators, nominee or representative and the Trustees, or between any member or his executors, administrators nominee or representative and the D.K.S. as to the meaning or effect of any Rule, or as to any matter relating to or arising out of the same, shall be referred to the Dargah Committee, Ajmer whose decision shall be final.

CLOSURE OF THE FUND:

The D.K.S. shall have the right to close the Fund. The Fund shall thereupon be realised and the Trustees shall thereupon pay to each member, accumulated balance due to him according to these Rules. Any surplus shall



remain in the hands of the Trustees and Trustees shall distribute such surplus proportionately to the account of the members in the following manner:

- (a) The Trustees shall hand over to the members their share in the Surplus and
- (b) The Trustees shall deduct tax due, if any, from any payments made under this Rule and credit it to the Government Account.

The Regulations shall come into force from 1st July, 1991 and shall be deemed to be regulation of the Fund in supersession of all Rules previously in Force.

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TRUSTEES.
