

PUNJAB WATER SUPPLY AND SEWERAGE BOARD

(PROVIDENT FUND) RULES,1982



**Punjab Water Supply and Sewerage Board
Plot No. 1B, Sector – 27A, Madhya Marg, Chandigarh**

GOVERNMENT OF PUNJAB

DEPARTMENT OF LOCAL GOVERNMENT,HOUSING AND URBAN
DEVELOPMENT

Notification
The 19th February, 1982

No. G.S.R.24\PA.- 28\76\S. 71\82- With reference to Government of Punjab ,Department of Local Government ,Housing and urban Development Notification No .G...S .R 58\PA. 28\76\Ss 13-171\81, dated the 23rd June,1981, and in exercise of powers conferred by section 13 read with clause (a) of sub section (2)) of Section 71 of the Punjab Water Supply and Sewerage Board Act,1976 (Punjab Act No.28 of 1976),the Governer of Punjab is pleased to make the following rules, namely:-

RULES

1. Short title and application,-(1) These rules may be called the Punjab Water Supply and sewerage Board (Provident Fund) Rules,1982.
2. They shall apply to all the employees of the Board who-
 - (i) have completed two years continuous service; or
 - (ii) are specifically admitted to the Fund by the Managing Director of the Board:

Provided that in the case of employees transferred to the Board under Section 29 of the Act, these rules shall not be applicable unless they opt for their application.

2.Definitions- In these rules unless the context provides otherwise,
(a) 'Act' means the Punjab Water Supply and Sewerage Board Act,1976;
(b) ' Administrative Officer' means Manager Accounts and Finance in the Head Office of the Board or any other Officer appointed so appointed by the Managing Director in the Head Office of the Board.

(c) ' Continuous service' means uninterrupted service and includes period of leave on full pay, pay,or half pay, and of service preceding and following the period of extraordinary leave, but not the period of extraordinary leave:

(d) ' Contribution' means any amount credited into the Fund by an authority administering it by way of addition to a subscription made by the subscriber;
(e) ' Children 'means legitimate children and includes an adopted child if under the personal law of the subscriber adoption is legally recognised as conferring the status of natural child:

Provided that when a person has given his child in adoption to another person and if , under the personal law of adoption ,adoption is legally recognised as conferring the status of natural child, such child shall, for the purpose of these rules, be considered as excluded from the family of natural father;

(f) 'employee' means any employee who holds substantive or temporary post under the service of the Board but does not include a work charged or a part time employee;

Explanation:- An employee of the Board appointed on contract basis or on purely temporary basis as a stop gap arrangement shall not be deemed to be an employee within the meaning of this clause.

(g) family means,-

(i) in the case of male subscriber, the wife or wives and children of a subscriber and widow or widows and children of a deceased & on of the subscriber:

Provided that if the subscriber proves that his wife has been judicially separated from him or has ceased under the customary law of the community to which she belongs to be entitled to maintenance, she shall henceforth be deemed to be no longer a member of the subscriber's family unless the subscriber subsequently indicates in writing to the Administrative Officer that she shall continue to be so regarded;

(ii) in case of female subscriber, the husband and the children of a subscriber and the widow or widows and children of a deceased son & a subscriber:

Provided that if a subscriber expresses her desire, in writing to the Administrative Officer that she wishes to exclude her husband from her family, the husband shall henceforth be deemed to be no longer a member of the subscribers family unless the subscriber indicates in writing that the husband should be included.

(h) 'Form' means a form appended to these rules;

(i) 'Fund' means the Provident Fund constituted under rule 3;

(j) 'Government' means the Government of the State of Punjab in the Department of Local Government ,Housing and Urban Development;

(k) 'interest' means interest accrued on the balance at the credit of a subscriber to the Fund as provided in Sub rule (1) of rule 10;

(l) 'leave' means leave granted under the Punjab Civil Services Rules, Volume I, Part I, or under other Leave Rules adopted by the Board;

(m) 'salary' means monthly pay, and includes personal pay, special pay, overseas pay, technical pay and dearness pay but it does not include travelling allowance, conveyance allowance or dearness allowance;

(n) 'subscriber' means an employee who is required or permitted to subscribe to the Fund under these rules;

(o) 'subscription' means an amount which a subscriber is required or permitted to subscribe to the Fund;

(p) 'year' means a financial year;

(2) Any other expression used but not defined in these rules shall have the same meaning as is assigned to it either in the Provident Fund Act, 1925 (XIX of 1925) or in the Punjab Civil Service Rule.

(3) Provident Fund- There shall be constituted a Provident Fund under section 13 of the Act for the benefit of the employees and shall be maintained at the Head Office of the Board

4) Subscriber- (1) Every employee of the Board after completion of two years continuous service or from the date of commencement of these rules, whichever is later, shall subscribe to the Fund:

'Provided' that a person who before joining the service of the Board was previously a subscriber to any Contributory Provident Fund or General Provident Fund of the Government shall subscribe to the Fund from the date of joining the service of the Board or from the date of commencement of these rules, whichever is later.

(2) The amount of subscription of any employees along with interest due thereon in any Contributory Provident Fund or General Provident Fund of the Government before being admitted to the benefits of the Fund shall on such admission be transferred to his credit in the Fund.

5. Nomination- (1) A subscriber shall at the time of joining the Fund, send to the Administrative officer 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 life, at the time of making the nomination, the subscriber has a family, the nomination shall not be in favour of any person or persons other than the members of his family:

Provided further that the nomination made by the subscriber in respect of any other Provident Fund to which he was subscribing before joining the Fund shall, if the amount to his credit in other Provident Fund has been transferred to his credit in the Fund, be deemed to be a nomination duly made under this rule unless he makes a nomination in accordance with his rule,

(2) If a subscriber nominates more than one person under sub-rule(1), he shall specify in the nomination the amount of 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.

(3) Every nomination shall be in such one of the Forms, 1,2,3, and 4 as is appropriate in the circumstances.

(4) A subscriber may at any time cancel a nomination by sending a notice in writing to the Administrative Officer:

Provided that the subscriber shall along with such notice send a fresh nomination made in accordance with the provisions of sub-rules (2) and (3).

Note:- The proviso to sub-rule (4) is directory and not mandatory. The additional provision that fresh nomination should be sent along with a notice does not affect the validity or

otherwise of the notice. The proviso thus, does not constitute a condition for the validity of the office. Once a notice is given complying with the above requirements it operates as a valid and effective notice; provided it is given in unambiguous terms. In view of this it shall not be in order to make the payment of the deposits in the Fund on the basis of nomination which is expressly cancelled by the subscriber by a notice given in clear and unambiguous terms but which is not replaced by an another nomination after receiving such a notice of cancellation of a nomination, the nomination should be cancelled forth with and returned to the subscriber. If the subscriber fails to furnish along with the notice of cancellation or separately in due course, a fresh nomination which is in accordance with the rules and the Provident Fund becomes payable as a result of the death of the subscriber, the payment should be made in accordance with the rules of the Funds as if no valid nomination subsists.

(5) A subscriber may provide in a nomination,-

(a) in respect of any specified nominee, that in the event of his pre -
deceasing the subscriber, the right conferred upon the nominee
shall pass on to such other person as may be specified in the nomination, and
(b) that the nomination shall become invalid in the event of his subsequently acquiring a
family.

(6) 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-rule (5) or on the occurrence of any event on account of which the nomination becomes invalid in pursuance of clause (b) of the said sub-rule(5) a notice in writing cancelling the nomination mad in accordance with the provisions of this rule shall be sent by the subscriber to the Administrative officer.

(7) Every nomination made by a subscriber shall, to the extent, it is valid, take effect on the date on which it is received by the Administrative Officer.

6. Subscribers Accounts – (1) An account shall be opened in the name of each subscriber in which shall be credited,-

- (i) the subscribers subscriptions;
- (ii) contributions made under rule 9 by the Board to his account, and.
- (iii) interest as provided in rule 10.

(2) An account shall be maintained for each subscriber to the Fund.

7. Rate of subscription:- (1) The amount of subscription shall be fixed by the subscriber himself ,subject to the following conditions:-

- (a) It shall be rounded to the nearest whole rupee(fifty paise counting the next higher rupee); and
- (b) It may be any sum ,so expressed ,not less than ten percent of his salary and not more than twenty percent of his sarlry.

(2) The subscriber shall intimate the fixation of the amount of his monthly subscription in each year during the month of March to the Administrative Officer.

(3) The amount of subscription so fixed shall remain unchanged throughout the year:

Provided that the amount of subscription may be enhanced or reduced once at any time during the course of the year ,but such enhancement or reduction, as the case may be shall be ,subject to clause(b) of sub-rule(1).

8. Realisation of subscription:- (1) Every subscription to the Fund shall be recovered by means of deduction of the amount of such subscription from each salary bill of the subscriber.

(2) A subscriber proceeding on leave other than casual leave may, if he so wishes ,not subscribe to the Fund during the period of leave ,and in that contingency he shall inform in writing to the Administrative Officer, before he proceeds on leave.

9. Contribution by Board to the Fund:- The Board shall contribute to the Fund of each subscriber at the rate of ten percent of his salary subject to the following condition:-

- (a) The amount of contribution payable shall be rounded to the nearest whole rupee (fifty paise counting as nearest higher rupee);
- (b) A subscriber electing to subscribe during the leave his leave salary for the purpose of this rule shall be deemed to be salary drawn on duty; and
- (c) A subscriber electing not to subscribe during the leave, contribution shall be made by the Board for such period:

Provided that if any subscriber to the Fund resigns within five years from the date of joining his service in the Board except on account of illness or any other Which the Board determines to be a sufficient cause or has been dismissed from the service of the Board, the Board may deduct from the sum standing to his credit in the Fund, the whole or any part of the contribution made by it to his account in the Fund and the interest thereon.

10. Interest:- (1) The Board shall pay to the credit of the subscriber in the Fund an interest at such rates as may be fixed by Punjab Government for the Provident Fund of its own employees.

(2) The amount of interest accrued on the balance at the credit of a subscriber shall be calculated at the end of the year, or when the account is closed, to the nearest paise on the lowest balance ,excluding fractions of a rupee at the credit of subscriber between the close of fifth day and the last day of each month;

Provided that when the amount standing at the credit of a subscriber has become payable, interest shall thereupon be credited under this rule in respect only of the period from the beginning of the current year or from the date of deposit, as the case may be, up to the date on which the amount stranding at the credit of the subscriber becomes payable.

(3) For the purpose of this rule the date of deposit shall, in the case of recoveries from salary , be deemed to be the first day of the month in which they are recovered and in case of amounts forwarded by the subscriber, shall be deemed to be the first day of the month of receipt ,if they are received by the Administrative Officer before the fifth day of that month, or if they are received on or after the fifth day of any month, the first day of the next succeeding month:

Provided that where there has been a delay in the withdrawal of pay or leave salary and allowances of a subscriber and consequently in the recovery of his subscription to the fund, the interest on such subscription shall be payable from the month in which the pay or leave or leave salary of the subscriber was due under the rules irrespective of the month in which it was actually drawn.

11. Provident Fund Ledger and Accounts: (1)The Board shall maintain Fund Ledger in Form 5 of which separate portion shall be assigned to each subscriber, and entries in respect of the following shall be made therein each month:-

- (i) The amount of each deposit including subscription and refund installment of any advance (each to be indicated separately).
- (ii) The amount of Board's contribution.
- (iii) The amount of withdrawal, if any;
- (iv) The monthly balance on which interest is to be calculated.

(2) The Fund Liabilities Account shall be maintained in Form 6.

12. Intimation of the balance to the subscriber annually:- At the end of each year, the Board shall furnish to each subscriber with as statement in Form 7 showing the balance at his credit in the Fund at the beginning of the year, the amounts added there to by way of subscription and contributions and interest accrued during the year and the balance at his credit in the Fund at the end of the year,

13. Investment of Provident Fund Moneys-(1) Subject to such restrictions as the Government may ,from time to time ,lay or as are applicable to the investments or placement of Fund of the Board under the Act rules made there under, the Board may withdraw any sum from the Provident Fund Account with the Saving Bank for investment or placement.

(2) The profit or loss accruing from such investments or placements shall be that of the Board and shall be credited or debited to the Fund of the Board. On realisation of the investments or replacements the amount originally withdrawn from the Fund plus the interest that would have accrued shall be deposited in the Fund.

(3) The whole or part of the amount in the Fund of the Board may be invested by the Board in Saving Certificates in accordance with the Post Office Saving Certificate Rules or in any other schemes approved by the Government.

(4) The account of investment and interest shall be maintained in Form 8 and Form 9, respectively.

14. Payment towards Insurance Policies out of Fund- (1) A subscriber ,who immediately before the commencement of these rules has been financing in whole or in part ,payments towards his Life Insurance Policy or Policies; by making withdrawals from the Fund, shall be permitted to draw an yearly advance topay the premium of of his Life Insurance policy of policies; provided such subscriber shall not be permitted to withdraw from the Fund for making such payment in respect of any new policies. The subscriber shall apply every year in writing to the disbursing officer who shall, before according the permission certify that the balance of subscription at the credit of the subscriber is adequate for paying the advance.

(2) The advance under sub-rule (1) shall be made only after the policies which the subscriber wishes to finance are pledged in the name of the Board and the advance shall be made by rounding of the actual premium to the nearest rupee.

(3) The disbursing Officer shall satisfy himself before accepting the policy which is to be financed out of the Fund by a reference to Life Insurance Corporation, if necessary, that the policy carries no prior assignment.

(4) After the policy is accepted by the Administrative Officer, the subscriber cannot change the terms of the policy nor convert it into another policy without the prior approval of the

Managing Director of the Board.

(5) On maturity of the policy financed out of the Fund, no payment shall be made to the subscriber till the advances drawn by him together with interest accrued thereon are credited to the Fund.

(6) The account of the advance paid to the subscriber shall be kept in Form 10.

(15) Advances from the Fund-(1) A temporary advance may be granted to a subscriber from the amount standing to hi subscription shown at his credit in the Fund at the discretion of the sanctioning authority subject to the following conditions:-

(a) No advance shall be granted unless the sanctioning authority is satisfied that the applicants pecuniary circumstances justify it, and that it will be expended on the following objects and not otherwise:-

(i) to pay expenses in connection with the prolonged illness of the applicant and other member of his family or any person actually dependent on him.

(ii) to pay for the overseas passage only for reasons of health ,education of the applicant and members of his family or any person actually dependent on him;

(iii) to meet the cost of education of himself or of any person actually dependant on him in the following types of cases:-

(a)

for education outside India, whether for an academic ,technical, professional or vocational courses;

(b) for medical engineering and other technical or specialized courses in *India beyond the High School stag e;provided that the course of study is not less than three years.*

(iv) to pay obligatory expenses on a scale appropriate to the subscriber's status which by customary usage the subscriber has to incur in connection with the betrothal marriage, funeral for other ceremonies of persons actually dependent on him;

Provided that the condition of actual dependence shall not apply in the case of son or daughter of the subscriber;

(v) to meet the cost of legal proceedings instituted by the subscriber for vindicating his position in regard to any allegations made against him in respect of any act done or purported to have been done by him in the discharge of his official duties, the advance in this case being available in addition to any advance in this case being available in addition to any advance admissible for the same purpose ,from any other source of the Board; provided that the advance under this sub clause shall not be admissible to a subscriber who institutes, legal proceedings in any Court of law either in respect of any matter unconnected with his official duties or against the Board in respect of any condition of service of penalty imposed on him ; and

(iv) to meet the cost of his defence when he is prosecuted by the Board in any court of law in respect of any alleged official misconduct on his part;

Note- (1) Advances under sub-clause (iv) are also permissible for meeting expenditure in connection with betrothal, marriage or other ceremonies of the subscriber.

(2) In cases falling under sub clause (i) above, advances may be granted by the sanctioning authority to pay debts incurred; provided an application is made within a reasonable time after the event to which it relates. What is reasonable time, will be determined on the merits of each case. Advances to pay debts incurred in cases falling under sub-clauses (iii) and (iv) requires the sanction of the Board.

(b) An advance shall not, except for special reasons to be recorded by the sanctioning authority exceed six months pay and shall in no case exceed the amount of subscription and interest thereon standing to the credit of the subscriber in the Fund;

(c) An advance shall not, except for special reasons to be recorded in writing by the sanctioning authority, be granted until at least twelve months after the final repayment of all previous advances unless the amount already advanced does not exceed two-thirds of the amount admissible under clause (b);

(d) Notwithstanding anything contained in clauses (b) and (c) the advance to be sanctioned for the purpose of sub clause (v) or sub clause (vi) of clause (a) shall not exceed three months pay or five hundred rupees whichever is greater and shall in no case exceed the amount of subscription and interest thereon standing at the credit of the subscriber in the Fund;

(e) The sanctioning authority shall record in writing its reasons for granting the advances:

Provided that if the reason is of a confidential nature, it may be communicated to the Audit Officer personally or confidentially at the time of audit.

(a) The authorities competent to sanction advances under this rule and the conditions under which they can grant such advances are given in the Annexure to these rules;

(b) The Managing Director of the Board may, in special circumstances sanction the payments to pay subscriber of an advance if he is satisfied that the subscriber requires the advance for reasons other than those mentioned in sub rule(1).

(3) when an advance is sanctioned under sub clause (c) of sub rule(1) before repayment of last instalment of pay previous advance is completed; the balance of any previous advance not recovered shall be added to the advance so sanctioned and the instalments for recovery shall be fixed with reference to the consolidated amount.

(a) An advance shall be recovered from the subscriber in such number of equal monthly instalments as the sanctioning authority may direct but such number shall not be less than twelve unless the subscriber so elects or in any case more than twenty four.

A subscriber may, at his option make repayment in a smaller number of instalments than that prescribed. Each instalment shall be a number of whole rupees the amount of the advance being raised or reduced, if necessary, to admit of the fixation of such instalments.

(b) Recovery shall commence with the issue of pay for the month following the one in which the advance was drawn, recovery shall not be made, except with the subscriber's consent while he is on leave for ten days or more in a calendar month or is in receipt of subsistence allowance and may be postponed on the subscriber's written request by the sanctioning authority during the recovery of an advance of pay granted to the subscriber.

Note- The expression advance of pay includes any ordinary advance of pay granted under the relevant rules, but does not include advances for the building or repair of house or for the purpose of recovery for the purchase of the conveyance or for the payment of overseas passages which are of different nature.

(c) If more than one advance has been made to a subscriber each advance shall be treated separately for the purpose of recovery.

(d) If any advance has been granted to a subscriber and drawn by him and the advance is subsequently disallowed before repayment is completed, the whole of the balance of the amount withdrawn shall forthwith be repaid by the subscriber to the Fund or in default be ordered by the sanctioning authority to be recovered by deduction from the emoluments of the subscriber in lump sum or in monthly instalments not exceeding twelve as may be directed by the said authority.

(e) Recoveries made under this rule shall be credited as they are made to the subscribers account in the fund.

(16) (1) Non-refundable advances:- Subject to the conditions specified below withdrawals may be sanctioned by the sanctioning authority,at any time after the completion of 20 years of service (including broken period of service ,if any of a subscriber of within ten years before the date of his retirement on superannuation, whichever is earlier ,from the amount standing to his credit in the Fund ,for one or more of the following purposes,namely;-

(a) for meeting the cost of higher education of himself or of children actually dependent on him in the following types of cases:-

(i) for education outside India beyond the high school stage whether for an academic, technical, professional or a vocational course; and

(ii) for medical, engineering and other technical or specialized courses in India beyond the High School stage provided that the course of study is not less than 3 years duration;

(b) meeting the expenditure in connection with the marriage of the subscribers daughters and if he has no daughter of any other female relation dependent on him;

(c) meeting the expenditure in connection with the marriage of the subscribers sons,

(d) meeting the expenditure in connection with the betrothal of subscribers sons and daughters and if he has no son or daughter ,for any other male or female relation dependent on him.

(2) (i) The amount of withdrawal for the purposes mentioned clause (a) will be limited to that prescribed in rule 15 relating to the refundable advances and will be permissible once every six months i.e,in any year and the withdrawal with not ordinary allowed before the expiry of six months from the date of previous withdrawal;

Provided that the subscriber satisfies the sanctioning authority within a period of 6 months from the date of withdrawing the money that it has been utilized for the purpose for which it was Intended ; otherwise, the whole amount of withdrawal shall be liable to be recovered in lump sum:

Provided further that in cases where a portion of the money withdrawn is not likely to be spent within six ,months of the date of withdrawal and the employee contemplates making a further withdrawal during that following half year he may ,by informing in writing to the sanctioning authority before the expiry of the said period of six months ,adjust the excess amount in the proposed withdrawal ;provided that such excess amount is not more than ten percent of the amount utilized and action to withdraw the further amount is taken within one month of the expiry of the 6 months period . If no further withdrawal is contemplated, the excess amount should be deposited forthwith in the Fund.

Provided further that after the withdrawal has been made by the subscriber concerned, the sanctioning authority will satisfy itself within 6 months of withdrawal that the conditions mentioned above are fulfilled.

Provided further that while sanctioning a non refundable advance by the competent authority, the temporary advances.

outstanding against the subscriber ,if any ,shall not be taken in to account

(ii) The amount of withdrawal for the purpose mentioned in clause (b) above will normally be limited to:-

(a) six months pay of the subscriber; or

(b) one half of the amount actually subscribed by him along with interest thereon standing to his credit in the fund,
which ever is less.

(ii) The amount of withdrawal for the purpose mentioned in clause © above will normally be limited to.

(a) three months pay of the subscriber;

(b) one half of the amount actually subscribed by him alongwith interest thereon standing to him credit in the fund,
whichever is less.

Provided that in special cases the sanctioning authority may relax the limit specified in clause(a) but in no case more than six months pay shall be sanctioned;

(iv) In respect of the same marriage,a subscriber may either withdraw the money in terms of this rule or draw an advance under rule 15.

(v) a subscribed who draws a refundable advance under rule 15 may convert at his dscretion by written request addressed to the Managing Director through the sanctioning authority the balance outstanding against him into a final withdrawal on his satisfying the conditions laid down in this rule.

(vi) The withdrawal may be allowed to the subscriber not earlier than three months proceeding the month in which the marriage actually takes place.

(vii) The subscriber shall furnish a certificate to the authority within a period of one month from the date of marriage or if he is on leave. Within one month on return from leave that the amount withdrawn has actually been utilized for the purpose for which it

was intended, If the subscriber fails to furnish the requisite certificate or if the amount withdrawn is utilized for a purpose other than that for which sanction was given the entire amount together with interest thereon, at the rate provided Rule 10 from the month of withdrawal shall be re deposited forthwith into the fund in lump sum.

(viii) Any amount actually with drawn from the fund which is found in excess of that actually utilized by the subscriber for the purpose shall be re deposited forthwith into the fund together with interest @ provided in Rule 10 from the month of such withdrawal.

Notes:- (1) If two or more marriages are to be celebrated simultaneously, the amount admissible in respect of each marriage will be determined as if the advances are sanctioned separately one after the other.

(2) Marriages foreseeable event at ordinarily it should not be difficult for the employees concerned to make up his mind before hand whether he would be able to meet the entire expenditure thereon from his private resources or he would have to resort to a final withdrawal from his fund account for the purpose mentioned above. In the later case, the subscriber has to apply for final withdrawal sufficiently in advance of the date of marriage. Where, however, an employee applies for withdrawal well before the date of the marriage by the application is sanctioned after the aforesaid date, there will be no objection to the payment of the amount being made after the date of the marriage.The certificate in term of clause (vii) to sub rule (2) should be furnished in such cases to the sanctioning authority within a month of actual withdrawl of the amount from the fund. Cases in which the withdrawl is applied for after the date of marriage should not ordinarily be entertained.

(3) It is not necessary that the daughter or son should be actually dependent on the subscriber for the purpose of final withdrawal from the fund.

(ix) The amount for withdrawal in respect of each withdrawal in each of the betrothel shall normally be limited to-

- (a) Three months pay of the subscriber ; or
- (b) 20% of the amount actually subscribed by him along with the interest thereon standing to the credit of the subscriber, which ever is less.

(3) A non-refundable advance may be granted to a subscriber at any time after the completion of 25 years of service or within a period of less than 5 years prior to his attaining the age of superannuation for purchasing a motor car or for repaying a boards loan already taken by him for the purpose subject to the following conditions:-

- (i)The subscriber 's pay is rupees or thousand or more:
- (ii) The amount of withdrawal is limited to rupees twenty thousand or one third of the amount of subscriptions with interests thereon standing at the credit of the subscriber in the fund; or
- (iii) The actual price of the motor which ever is less.

The sanctioning authority may, however, sanctionend the withdrawl of an amount is excess of this limit upto one half of the subscription with interest thereon standing at the subscribers credit in the fund if considered necessary as a special case.

Note 1:- The withdrawl shall be allowed only on one occasion. In the case of withdrawl for purchase of another motor car , the motor car advance under the provisions of the Rule made applicable or framed by the board in this respect for its employees if any, will not be admissible.

Note 2:- The procedural details will be as in the case of other withdrawals.

(4) (i) A non refundable advance may be granted by the sanctioning authority to a subscriber at any time after the completion of 10 years service from the fund for purchasing a motorcycle or Scooter are for repaying a loan already taken by him for said purpose subject to the following conditions:-

- (a) The subscriber pay is not less than six hundred rupees per month;
- (b) The amount of withdrawal is limited to six thousand rupees or 8 months pay of the subscriber or half of the subscription with interest thereon standing to the credit of the subscriber in the fund or the actual price of the motor cycle or scooter which ever is less;
- (c) A second advance for the purpose shall not be granted until at least 8 years have passed since the grant of the first advance.
- (ii) A non-refundable advance may be granted to a subscriber by the sanctioning authority for the purpose of a cycle subject to the following conditions:-
 - (a) The subscribe has five years of service at his credit ;

(b) The amount of withdrawal is limited to two hundred fifty rupees or one half of the amount of subscription with interest thereon standing to the credit of the subscriber in the fund or the actual price of the bicycle; whichever is the least;

(c) A second advance for this purpose shall not be granted until at least eight years have passed since the grant of the first advance.

(5) The authorities competent to sanction advances under this rule and the conditions under which they can grant such advances are given in the Annexure to these rules.
Circumstances in which accumulations are payable:-

(1) When a subscriber quits the service of the Board, the amount standing to his credit in the Fund shall subject to any deductions under rule 18, become payable to him:

Provided that a subscriber who has been dismissed from service and is subsequently reinstated in service, shall save where the Board decides otherwise repay to the Fund in pursuance of this rule, with interest thereon at the rate provided in rule 10 in the manner provided in the proviso to sub rule (3). The amount so repaid shall be credited to his account in the Fund, the part which represents his subscription and interest thereon and the part which represent the Board's contribution with interest thereon, being accounted for in the manner provided in rule 6.

(2) When a subscriber:-

(a) has proceeded on leave preparatory to retirement ;or

(b) While on leave, has been permitted to retire or has been declared by a competent medical authority to be unfit for further service.

The amount of subscriptions and interest thereon standing to his credit in the Fund shall upon application made by him in that behalf to the Administrative Officer become payable to the subscriber:

Provided that the subscriber, if he returns to duty, shall, if required to do so by the Board, repay to the Fund, for credit to his account the whole or part of any amount paid to him from the Fund in pursuance of this rule with interest thereon at the rate provided in rule 10 in cash, by instalments or otherwise or by recovery from his emoluments or otherwise, as the Board may direct.

18 Withdrawal due to death of the subscriber; Subject to any deduction under rule 19, on the death of a subscriber before the amount standing to his credit in the Fund has become payable or when the amount has become payable, before the payment has been made:-

When the subscriber leaves a family:-

If a nomination made by the subscriber in accordance with the provision of rule 5 in favour of a member or members of his family subsists the amount standing to his credit in the Fund or the part thereof to which the nomination relates, shall become payable to his nominee or nominees in the proportion specified in the nomination.

If no such nomination in favour of a member or members of the family of the subscriber subsists, or if such nomination relates only to a part of the amount standing to his credit in the Fund the whole amount or the part thereof to which this nomination does not relate, as the case may be, shall notwithstanding any nominations purporting to be in favour of any person or persons other than a member or members of his family become payable to the members of his family in equal shares:

Provided that no share shall be payable to:-

(1) the sons who have attained majority

(2) the sons of a deceased son who have attained majority ;

(3)the married daughters of a deceased son whose husband are alive ;

(4) the married daughters of a deceased son whose husbands are alive ;

If there is any member of the family other than those specified in clause(1),(2),(3) and (4):

Provided also that the widow 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 subscriber and had been exempted from the provision of clause(1) of the first proviso.

Note:- Any sums payable under these rules to a member of the family of a subscriber vests in such member under sub-section(2) of section 3 of the Provident Funds, Act 1925 (ii) When the subscriber leaves no family. If a nomination made by him in accordance with the provisions of rule 5 in the favour of any persons subsists, the amount standing to his credit in the Fund or the part thereof to which the nomination relates shall become payable to his nominees in the proportions specified in the nomination.

Note: - 1) When the nominee is dependent of the subscriber defined in clause (c) of section 2 of the provident funds act,1925. the amount vests in such nominee under sub-section(2) of section 3 of the Act.

Note:- 2.When the subscriber leaves no family and no nomination made by him in accordance with the provisions of rule 5 subsists or if such nomination relates only to part of amount standing to his credit in the Fund, the relevant provisions of clause (b) and sub-clause (ii) of clause (c) of sub section(I) of the section 4 of the Provident Fund Act, 1925, are applicable to the whole amount or the part thereof to which the nomination does not relate.

19. Deduction:- Subject to the conditions that no deduction is to be made which reduces the credit by more than the amount of any contribution by the Board with interest thereon credited under rule 10 before the amount standing to the credit of the subscriber in the Fund is paid out of the Fund, the Board may direct the deduction there from and payment to, itself of-

(a) any amount if a subscriber has been dismissed or removed from service for grave misconduct or any other such reasons:

(b) any amount, if a subscriber resigns his employment under the Board within five years of a commencement thereof, otherwise than for reasons of superannuation or of declaration by a competent medical authority that he is unfit for further service;

(c) any amount due under liability incurred by the subscriber to the Board.

20. General accounts to be maintained:- The account of all sums paid into and withdrawn from the Fund shall be maintained by the Board in Form 11.

21. *Interperation*:- If any question arises as to the interperation of these rules, Government shall decide the same.

ANNEXTURE

[See rules 15(2) and 16(5)]

List of authorities competent to sanction advances out of provident Fund

Sr No.	Nature of Advance	Power to sanction	Extet	
1.	To sanction grant of temporary advances from the Fund	(1) Managing Director (2) Manager Accounts & Finance (3) Superintending Engineer	Full powers For Head quarter establishment For the field establishment	Subject to the condition laid down in rule 14, 15 and provided that (a) the amount of advances does not exceed six months pay except for special reasons to be recorded in writing of half the amount of subscription and interest thereon, whichever is less; and (b) a second advance is not granted within twelve months of the final repayment of the first advance, unless the amount already advanced does not exceed two thirds of the amount admissible under clause (a) Subject to the conditions laid down in rule 15 and provided that- (a) (i) in respect of employees upto the rank of Sub Divisional Engineers or equivalent the amount does not exceed three months pay or half the amount of subscription and interest thereon, whichever is less; and (ii) in respect of employees upto the rank of clerk, the

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		Executive Engineer	For the field establishment	<p>amount does not exceed six months pay or half the amount of subscription and interest thereon, whichever is less;</p> <p>(b) a second advance is not granted until at least twelve months after the final repayment of all previous advances unless the amount already advanced does not exceed two thirds of the amount admissible under clause (a) above ,subject to the conditions laid down in rule 15 ,at provided that-</p> <p>(a)inrespect of employees up to the rank of clerk ,the amount does not exceed three months pay or half the amout of subscription and interest thereon whichever is less ;and</p> <p>(b) a second advance is not granted until at least twelve months after the final pay</p>
2	To sanction the grant of Non-refundable advances	Managing Director	Full Powers	(a) Above, Subject to the conditions laid down in rule 15.
3	To sanction non-refundable advances in excess of the limits prescribed in	Board	Full Powers	

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	rule 15 but subject to the maximum limit of employees total subscription with interest accrued thereon.			
--	--	--	--	--

FORM I

(See rule5(3)

Form of nomination

When the subscriber has a family and wishes to nominate one member thereof.

1. hereby nominate the person, motioned below, who is a member of my family as defined in clause (g) of rule 2 of the Punjab Water Supply and Sewerage Board (Provident Fund) Rules,1982 to receive the amount that may stand to my credit in the Provident Fund, in the event of my death before that amount has become payable or having become payable, has not been paid:-

Name and address of the nominees	Relation-ship with subscriber	Age	Contingencies on the happening which nomination shall become Invalid	Name, address and relationship of the persons if any, to whom right of nominees shall pass in the event of his/her predeceasing the subscriber or on the happening of the contingency or specified in the previous column
1.	2.	3.	4.	5.

Dated this day of 19

Two witness to sign:

1.

2.

Signature of the subscriber

Form 2

(See rule 5 (3)

Form of nomination

When the subscriber has a family and wishes to nominate more than one member thereof

I hereby nominate the persons mentioned below, who are members of my family as defined in clause (g) of rule 2 of the Punjab Water Supply and Sewerage Board (Provident Fund) Ruls.1982 to receive the amount that may stand to my credit in the Provident 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 the names:--

1.	2.	3.	4.	5.	6..
Name and address of nominees	Relationship with subscriber	Age	Amount of share of accumulation to be paid to each nominee	Contigencies on the happening of which the nomination shall become invalid	Name address and relationship of person or persons, if any, to whom the right of nominee shall pass in the event of his/ her predeceasing the subscriber or on the happening of the contingencies specified in the previous column.

Dated this day of 19

Two witnesses to sign

Signature of subscriber

1.

2.

Form 3

See Rule 5 (3)

Form pf Nomination

When the subscriber has no family and wishes to nominate one person.

1. having no family as defined in clause (g) of the rule 2 of the Punjab Water Supply and Sewerage Board (Provident Fund) Rules 1982, hereby nominate the person mentioned below to receive the amount that may stand to my credit in the Provident Fund, in the event of my death before that amount ha become payable or having become payable has not been paid:-

Name and address of nominees	Relationship with subscriber	Age	Amount of share of accumulation to be paid to each nominee	Contigencies on the happening of which the nomination shall become invalid	Name address and relationship of person or persons, if any, to whom the right of nominee shall pass in the event of his/ her predeceasing the subscriber or on the happening of the contingencies specified in the previous column.
1.	2.	3	4.	5	6

Dated this day of 19

Two witness to sign

1.

Signature of subscriber

2.

Form 4

(See Rule 5 (3)

Form of Nomination

When the subscriber has no family and wishes to nominate more than one person
1. having no family as defined in clause (g) of rule 2 of the Punjab Water Supply and Sewerage Board (Provident Fund) Rule 1982 hereby nominate the persons mentioned below to receive the amount that may stand to my credit In the Provident Fund , in the event of my death before that amount h 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 nominees	Relationship with subscriber	Age	Amount of share of accumulation to be paid to each nominee	Contigencies on the happening of which the nomination shall become invalid	Name address and relationship of person or persons, if any, to whom the right of nominee shall pass in the event of his/ her predeceasing the subscriber or on the happening of the contingencies specified in the previous column.
1.	2.	.3	4.	5.	6.

Dated this _____ day of _____ 19__

Two witnesses to sign

1.

Signature of subscriber

2.

Form 5

(See rule 11(I)

Provident Fund Ledger

Note:- Entries under column 2 to 8 are only for purpose of illustration and will not form part of this form)

Number of Account		Name of subscriber			Folio number of establishment check register		
19	19Deposits	Contribution	Total	withdrawal	Monthly Balance on which interest is calculated	Monthly balnce of with-drawals on which loss of interest is calculated	Remark
1.	2.	3.	4.	5.	6.	7.	8.
	Rs.p.	Rs.P.	Rs.P.	Rs.P,	Rs.P.	Rs.P.	
	--	--	--	--	105.00	--	
Opening balance							
April	5.00	2.50	7.50	-	112.50	-	
May	5.00	2.50	7.50	-	120.50	-	
June	5.00	2.50	7.50	-	127.50	-	
July	5.00	2.50	7.50	50.00	85.00	50.00	Recoverable in 5 instalments of Rs.10 each.
August	(5.00) (10.00)	2.50	17.50	-	102.50	40.00	
Septmber	(5.00) (10.00)	2.50	17.50	-	120.00	30.00	
October	(5.00) (10.00)	2.50	17.50	-	137.50	20.00	

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November	(5.00) (10.00)	2.50	17.50	-	155.00	10.00	
December	(5.00) (10.00)	2.50	17.50	-	172.50	-	
January	5.00	2.50	7.50	-	180.00	-	37 paise recovered for loss of Interest.
February	5.00	2.50	7.50	-	187.00	-	
March	5.00	2.50	7.50	-	195.00	-	
<hr/>							
	110.00	30.00	14.00	50.00	195.00	-	37 Paise
<hr/>							
Interest	-	-	-	-	4.55	-	Rs. Inclu- ding 2 rec- overable for loss of interest.
Balance on 31 st March, 19	-	-	-	-	199.55	-	
<hr/>							

Form 6

See Rule 11 (2)

Provident Fund Liabilities Account for the year 19

Provident Fund Account No.	Name	Designation	Opening balance	April			
				Date of credit	Deduction from salary	Boards contribution	Total
1.	2.	3.	4.	5(a)	5(b)	5(c)	5(d)

May				June			
Date of Credit	Deduction from salary	Boards Contribution	Total	Date of Credit	Deduction from salary	Boards Contribution	Total
6(a)	6(b)	6(c)	6(d)	7(a)	7(b)	7(c)	7(d)

July				August			
Date of Credit	Deduction from salary	Boards Contribution	Total	Date of Credit	Deduction from salary	Boards Contribution	Total
8(a)	8(b)	8(c)	8(d)	9(a)	9(b)	9(c)	9(d)

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Date of Credit	March		Boards Total Contribution	Interest added For the year.	Total Carried Forwarded to next year accounts.	Remarks
	Deduction from salary					
16(a)	16(b)	16(c)	16(d)	17	18	19

Form 7

(See rule 12)

SUBSCRIBERS ANNUAL ACCOUNT
Punjab Water Supply and Sewerage Board
PROVIDENT FUND

Name of subscriber

	Details	Amount Rs. P
i)	Balance at credit of account on 31 st March,19	
ii)	Subsription and contributions received.	
iii)	Interest accrued less interest on balance of advances.	
	Rs.	P
iv)	Less amount of advance outstanding.	
v)	Balance at credit of account on 31 st March,	

19

Any representation with regard to the correctness of this account which the subscriber may wish to make should be made in writing within one month from the date noted below to the Administrative Officer.

Dated the -----198

Administrative Officer.

Form 9

(See rule13(4)

Provident Fund Investmet Inerest Account

Punjab Water Supply & Seweage Board

19_____

19_____

Installment of interest due

Installments of Interest received

Sr No	No. in P.F. Investment Account (Form8).	Date	Amount	Number and Date of Voucher with which remitted to bank	Amount	Paid into P.F.
						No. and date of bill
	1	2	3	4	5	6

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19-----					19-----				
Installment of Interest received			Disposal of Proseeds			Installment of interest received			D
Paid into Provident Fund						Paid into Provident			
Date	Number and date of Voucher with which remitted to Provident Fund	Amount	No. and date of bill	Date	Paid into Provident Fund	Date	No. and date of challan with which remitted to Provident Fund	Amount	N ar d: bi
9	10	11	12	13	14	15	16	17	
Rs.			Rs.			Rs.			

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Form 10

See rule 14 (6)

Register of advances paid to subscriber out of subscription of Provident Fund to Finance: Life Ins

Date of Application	Name of Subscriber	Policy No.	Balance of Subscription together with interest standing at the credit of the subscriber	Amount of Annual Premium payable	Advance sanctioned	Vr. No. & Dt. Vide which paid	S A O
1.	2	3	4	5	6	7	

THE PUNJAB WATER SUPPLY AND SEWERAGE BOARD

(Contributory Provident Fund) Rules 1982

Notification

The 6th July, 2000

No. PWSSB/R&C/6790- In pursuance of the powers conferred by section 13 read with clause (a) of sub-section(2) of section 71 of the PWSSB Act 1976 (Punjab Act No. 28 of 1976) the Punjab Water Supply and Sewerage Board with the previous sanction of the Government, makes the following Rules namely:-

- (i) These rules may be called the Punjab Water Supply and sewerage Board (Contributory Provident Fund) Rules, 1982, the first amendment rules, 1994,
- (ii) They shall come into force w.e.f. 1st June, 1994.

In the Punjab Water Supply and Sewerage Board (Contributory Provident Fund) Rules, 1982 2(m) shall be substituted namely:-

“Salary means, monthly pay and includes personal pay, special pay, Overseas Pay, technical pay, dearness pay and dearness allowance but it does not include traveling allowance, conveyance allowance.

(A.S. Dhami),
Managing Director,
Punjab Water Supply and Sewerage Board,