

are received and held in their individual accounts, and includes any contribution and any interest or increment accruing on such subscriptions, deposits or contributions under the rules of the Fund;

- (f) "Railway administration" means -
- (i) any company administering a railway or tramway in any part of India either under a special Act of Parliament of the United Kingdom or an Indian law, or under contract with the Government; or
 - (ii) the manager of any railway or tramway administered by the Central Government or by a State Government,

and includes, in any case referred to in sub-clause (ii), the Central Government or the State Government, as the case may be;

- (g) "Railway Provident Fund" means a Provident Fund constituted by the authority of a railway administration for any class or classes of its employees.

3. Protection of compulsory deposits - (1) A compulsory deposit in any Government or Railway 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 Civil, Revenue or Criminal Court in respect of any debt or liability incurred by the subscriber or depositor, and neither the Official Assignee nor any receiver appointed under the Provident Fund Insolvency Act, 1920, shall be entitled to, or have any claim on any such compulsory deposit.

(2) Any sum standing to the credit of any subscriber to, or depositor in any such Fund at the time of his decease and payable under the rules of the Fund to any dependant of the

subscriber or depositor, or to such person as may be authorized by law to receive payment on his behalf, shall, subject to any deduction authorized by this Act and, save where the dependant is the widow or child of the subscriber or depositor, subject also to the rights of an assignee under an assignment made before the commencement of this Act, vest in the dependant, and shall, subject as aforesaid, be free from any debt or other liability incurred by the deceased or incurred by the dependant before the death of the subscriber or depositor.

4. Provisions regarding repayments - (1) When under the rules of any Government or Railway Provident Fund the sum standing to the credit of any subscriber or depositor or the balance thereof after the making of any deduction authorized by this Act has become payable, the Officer whose duty it is to make the payment shall pay the sum or balance, as the case may be, to the subscriber or depositor or if he is dead, shall -

- (a) if the sum or balance or any part thereof vests in a dependant under the provisions of Section 3, pay the same to the dependant or to such person as may be authorized by law to receive payment on his behalf; or
- (b) if the whole sum or balance, as the case may be, does not exceed five thousand rupees, pay the same or any part thereof, which is not payable under Clause (a), to any person nominated to receive it under the rules of the Fund or if no person is so nominated, to any person appearing to him to be otherwise entitled to receive it; or

(c) in the case of any sum or balance or any part thereof, which is not payable to any person under Clause (a) or Clause (b) pay the same, -

(i) to any person nominated to receive it under the rules of the Fund, on production by such person of probate or letters of administration evidencing the grant to him of administration to the estate of the deceased or a certificate granted under the Succession Certificate Act, 1809 or under the Bombay Regulation VIII of 1827 entitling the holder thereof to receive payment of such sum, balance or part, or

(ii) where no person is so nominated, to any person who produces such probate, letters or certificate

Provided that where the whole or any part of any sum standing to the credit of the subscriber or depositor has been assigned to any other person before the commencement of this Act, and notice in writing of the assignment has been received by the Officer from the assignee, the Officer shall, after making any deduction authorized by this Act and any payment due under Clause (a) to or on behalf of the widow or children of the subscriber or depositor -

(i) if the subscriber or depositor or if he is dead, the person to whom in the absence of any valid assignment the sum or balance would be payable under this sub-section gives his consent in writing, pay the sum or part or the balance thereof, as the case may be, to the assignee or

7 of
1889

(ii) if such consent is not forthcoming, withhold payment of the sum, part or balance, as the case may be, pending a decision of a competent Civil Court as to the person entitled to receive it.

(2) The making of any payment authorized by Sub-section (1) shall be a full discharge to the Government or the railway administration, as the case may be, from all liability in respect of so much of the sum standing to the credit of the subscriber or depositor as is equivalent to the amount so paid.

5. Rights of nominees - (1) Notwithstanding anything contained in any law for the time being in force or in any disposition, whether testamentary or otherwise, by a subscriber to or depositor in, a Government or Railway Provident Fund for the sum standing to his credit in the Fund, or of any part thereof, where any nomination, duly made in accordance with the rules of the Fund, purports to confer upon any person the right to receive the whole or any part of such sum on the death of the subscriber or depositor occurring before the sum has become payable or before the sum having become payable, has been paid, the said person shall, on the death as aforesaid of the subscriber or depositor, become entitled, to the exclusion of all other persons, to receive such sum or part thereof as the case may be, unless -

- (a) such nomination is at any time varied by another nomination made in like manner or expressly cancelled by notice given in the manner and to the authority prescribed by those rules, or
- (b) such nomination at any time becomes invalid by reason of the happening of some contingency specified therein, -

and if the said person predeceases the subscriber or depositor, the nomination shall, so far as it relates to the right conferred upon the said person, become void and of no effect.

Provided that where provision has been duly made in the nomination in accordance with the rules of the Fund, conferring upon some other person such right is the stead of the person deceased, such right shall, upon the decease s aforesaid of the said person, pass to such other person.

39 of
1925

(2) Notwithstanding anything contained in the Indian Succession Act, 1925 or the Bombay Regulation VIII of 1827, any person, who becomes entitled as aforesaid may be granted a certificate under that Act or that Rule, as the case may be, entitling him to receive payment of such sum or part and such certificate shall not be deemed to be invalidated or superseded by any grant to any other person of probate or letters of administration to the estate of the deceased.

11 of
1946

(3) The provisions of this section, as amended by Sub-section (1) of Section 2 of the Provident Funds (Amendment) Act, 1946, shall apply also to all such nominations made before the date of the commencement of that Act.

Provided that the provisions of this sections as so amended shall not operate to affect any case, in which before said date any sum has been paid or has under the rules of the Fund become payable, in pursuance of any nomination duly made in accordance with those rules.

5. Power to make deduction - When the sum standing to the credit of any subscriber or depositor in any Government or Railway Provident Fund which is Contributory Provident Fund becomes payable there may, if the authority specified in this behalf in the terms of the Fund so directs, be deducted

therefrom and paid to Government or the railway administration, as the case may be --

- (a) any amount due under a liability incurred by the subscriber or depositor to Government or the railway administration, but not exceeding in any case the total amount of any contributions credited to the account of the subscriber or depositor and of any interest or increment which has accrued on such contributions, or
- (b) where the subscriber or depositor has been dismissed from his employment for any reasons specified in this behalf in the rules or the Fund, or where he has resigned such employment within five years of the commencement thereof, the whole or any part of the amount of any such contributions, interest and increment.

7. Protection for Acts done in good faith - No suit or other legal proceeding shall lie against any person in respect of anything which is in good faith done or intended to be done under this Act.

8. Power to apply the Act to the Provident Fund - (1) The appropriate Government may, by notification in the Official Gazette, direct that the provisions of this Act shall apply to any Provident Fund established for the benefit of its employees by any local authority within the meaning of the Local Authorities Loans Act, 1914, and on the making of such declaration, this Act shall apply accordingly as if such Provident Fund were a Government Provident Fund and such local authority were the Government.

(2) The appropriate Government may, by notification in the Official Gazette, direct that the provisions of this Act shall apply to any Provident Fund established for the benefit of the employees of any of the instructions specified in the

9 of
1914

Schedule or of any group of such institutions, and on the making of such declaration, this Act shall apply accordingly, as if such Provident Fund were a Government Provident Fund and the authority having custody of the Fund were the Government.

Provided that Section 6 shall apply as if the authority making the contributions referred to in that section were the Government.

(3) The appropriate Government may, by notification in the Official Gazette, add to the Schedule the name of any public institution if may deem fit and any such addition shall take effect as if it had been made by this Act.

(4) In this section the "appropriate Government" means -

- (a) in relation to a cantonment authority, a port authority for a major port, and any institution which or the objects of which, appear to the Central Government to fall within List I in the Seventh Schedule to the Constitution of the Central Government; and
- (b) in other cases, the State Government.

Explanation : "The State Government " in relation to an institution registered under the Societies Registration Act, 1860 means the State Government of the State in which the Society is registered.

21 of
1860

56 & 57
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9. Savings as to estates of soldiers - Nothing in Section 4 or Section 5 shall apply to money belongings to any estate for the purpose of the administration of which the Regimental Debts Act, 1893 applies.

10. [Repeals] Repealed by the Repealing Act, 1927 (12 of 1927), Section 2 and Schedule

THE SCHEDULE
LIST OF INSTITUTIONS

[See sub-section (2) of Section 8]

1. The Pasteur Institute of India, Kasauli.
2. The Calcutta Improvement Tribunal
3. A Court of Wards
4. The Indian Central Cotton Committee
5. The Trustees for the European Hospital for mental disease at Ranchi
6. The National Association for supplying female medical aid to the women of India.
7. A College Affiliated to a University established by Statute
8. The Indian Coal Grading Board
9. The Lady Minto's Indian Nursing Association
10. The Indian Red Cross Society
11. The Indian Lac Cess Committee
12. The Madras State Branch of the Indian Red Cross Society
13. The Imperial Bank of India
14. The Bihar and Orissa Medical Examination Board.
15. * * * * *
16. The Institution created for the control of emigrant labour under the Tea Districts Emigrant Labour Act, 1932
17. The Bombay Board of Film Censors
18. The Calcutta University

* Deleted

19. The Central Board of Irrigation
20. The Reserve Bank of India
21. * * * * *
22. The Benares Hindu University
23. The Medical Council of India
24. The Indian Coffee Cess Committee
25. The Inter State Board for Anglo - Indian and European Education
26. The Indian Research Fund Association
27. The Delhi Joint Water and Sewage Board
28. The Tuberculosis Association of India
29. The Coal Mines Stowing Board
30. A Group Committee of the Sleeper Pool of Indian Railway
31. The Indian Coffee Market Expansion Board
32. The Coal Mines Rescue Stations Committee
33. The Indian Coffee Board
34. * * * * *
35. The Indian Rubber Board
36. The Indian Central Sugarcane Committee
37. All-India Cattle Show Committee
38. The Coal Mines Labour Welfare Fund
39. The Indian Coconut Committee
40. The Indian Central Tobacco Committee

* Deleted.

41. The Employee State Insurance Corporation
 42. The Indian Tea Licensing Committee
 43. The Coal Board established under the Coal Mines (Conservation and Safety) Act, 1952
 44. The Delhi Road Transport Authority, New Delhi
 45. The Central Tea Board
 46. The Indian Central Oilseeds Committee
 47. The Central Institute of Research in Indigenous Systems of Medicine, Jamnagar
 48. The Indian Standards Institution, Delhi
 49. The Cotton Textiles Funds Committee
 50. The Deshbandhu College, Kalkaji
 51. The Damodar Valley Corporation
 52. The Central Silk Board
 53. The University Grants Commission, New Delhi
 54. The Khadi and Village Industries Commission
 55. The Lawrence School (Sanawar) Society
 56. The Kalavati Saran Children's Hospital, New Delhi.
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GOVERNMENT OF INDIA

Marine Department

Resolution No. 966 -1442

Bombay Castle, 15th December 1926.

Letter from the Secretary, Bombay Port Trust, No. 3125, dated the 30th July 1926.

"I am directed to forward herewith copies of the Bombay Port Trust Provident Fund Rules for permanent and temporary employees revised with effect from 1st April 1926, in conformity with the provisions of the Provident Funds Act, XIX of 1925, and approved by the Trustees under their Resolution No. 394, dated 13th July 1926, and to ask that Government may be moved to extend the provisions of the new Provident Funds Act to the Bombay Port Trust Provident Funds under the provisions of Section 8 of the said Act.

I am to state that the provisions of the Provident Funds Act, IX of 1897 (which has been revoked by the new Act), were extended to the Port Trust Provident Fund under Government Resolution, Marine Department, No. 13, dated 26th January 1926."

Memorandum to the Accountant General, dated the 21st August 1926.

Memorandum from the Accountant General No. O.A. 8.333, dated the 26th September 1926.

Memorandum to the Remembrancer of Legal Affairs, dated the 8th November 1926.

Memorandum from the Remembrancer of Legal Affairs, No. 2787, dated the 23rd November 1926.

RESOLUTION - In exercise of the power conferred by Section 8 of the Provident Funds Act, 1925 (XIX of 1925), the Governor in Council is pleased to extend the provisions of the said Act to the Provident Fund of the Bombay Port Trust.

2. The necessary notification should be published on the Bombay Government Gazette.

By orders of the Governor in Council,

A. H. DRACUP

Under Secretary to Government.

Copy of Government of Bombay, Marine Department,
Notification No. 963/1786 dated 15.12.1926, in the Bombay Government Gazette, Part I,
dated 16.12.1926, page 2742.

" In exercise of the powers conferred by Section 8 of the Provident Funds Act, 1925 (XIX of 1925), the Governor in Council is pleased to direct that the provisions of the said Act shall apply to the Provident Funds established for the benefit of their employees by the Trustees of the Port of Bombay."

Rules for grant of Special Contribution
to Provident Funds of employees or their
widows and/or children.

.....

¹ [1(A). In the case of an employee, who at the time of quitting service in any of the following circumstances, is on a scale of pay of which the maximum exceeds Rs. ² [650], the Special Contribution shall be admissible at the rate of half of a month's pay for every completed year of continuous service, subject to a maximum of 15 months' pay of Rs.*35,000/- whichever is less.

- (a) On completion of not less than 30 years' continuous service, or
- (b) On attainment of the age of 50 years or at any time thereafter, or
- (c) On being required to quit service on the attainment of the age of ³[50] years or at any time thereafter by a notice served by the ⁴[appropriate] authority in accordance with the service rules applicable to the employees, or
- (d) On retirement on attaining the age of superannuation or on being required to retire on account of certified permanent physical or mental incapacity, or
- (e) On being required to retire owing to the abolition of his appointment, no other suitable employment being found for him in the service of the Board, or

1. Substituted by TR No.1174 of 1967 (w.e.f.01.08.1967).

2. Substituted by TR No.1193 of 1970 (w.e.f.01.01.1969).

3.) Substituted by TR No.469 of 1975 (w.e.f.15.01.1976).

4) * Revised from time to time.

Provided that where an employee's continuous service at the time of quitting service in any of the circumstances mentioned in clauses (b) to (e) above falls short of 15 years, the maximum Special Contribution payable shall not exceed six month's pay.

(B) In the case of an employee who dies while in the service of the Board and who at the time of his death is on a scale of pay of which the maximum exceeds Rs.650/-, the Special Contribution to be credited to his account shall be such as he would have been eligible for had he been required to retire on account of physical or mental incapacity provided that where such an employee dies while in the service of the Board after completing 5 years' continuous service, the Special Contribution to be credited to his account shall not be less than 12 months' pay, subject to a maximum of Rs.35,000/-

(C) The payment of Special Contribution is conditional in all cases on the service of the employee or the late employee, as the case may be, being certified as good, efficient and faithful.

2. (A) In the case of an employee, who at the time of quitting service in any of the following circumstances, is on a scale of pay of which the maximum does not exceed Rs.650/-, the Special Contribution shall be admissible at the rate of half a month's pay for every completed year of continuous service subject to a maximum of 15 months' pay.

- (a) On completion of not less than 30 years' continuous service, or
- (b) On attainment of the age of 55 years or at any time thereafter irrespective of whether the employee quits service voluntarily or is required to quit service by a notice served by the appointing authority in accordance with the service rules applicable to the employee, or
- (c) On retirement on attaining the age of superannuation or on being required to retire on account of certified permanent physical or mental incapacity, or

- (d) On being required to retire owing to the abolition of his appointment and no other suitable employment being found for him in the service of the Board, or
- (e) On resignation, discharge or removal from the service of the Board after having completed not less than 10 years' continuous service, or
- (f) On dismissal from the service of the Board, as a penalty for misconduct, after having completed not less than 15 years' continuous service.

Provided that where an employee's continuous service at the time of quitting service in any of the circumstances mentioned in clauses (b) and (e) above falls short of 15 years, the maximum Special Contribution payable shall not exceed six months' pay.

Provided further than in the case of an employee who is required to retire on account of the abolition of his appointment or on account of certified permanent physical or mental incapacity and whose continuous service at the time of such retirement is less than 15 years, the Trustees may at their discretion, sanction the payment to him of Special Contribution at the rate of one month's pay for each completed year of service, subject to a maximum of six months' pay.

Provided further that in the case of an employee dismissed from service for misconduct involving monetary loss to the Port Trust, the amount of loss caused to the Port Trust by such misconduct shall be deducted from the amount of Special Contribution payable to him and if the latter amount is insufficient for the purpose, the balance shall be recovered from the Board's contribution and interest payable to him under Rules 9 and 11 of the B.P.T. Rules of the Provident Fund.

(B) In the case of an employee who dies while in the service of the Board before completing 5 years' continuous service and who at the time of his death is on a scale of pay of which the maximum does not exceed Rs.650/-, the Special Contribution to be credited to his account shall ordinarily be limited to half a month's pay for each completed year of service but which may, in special cases, where the circumstances warrant it, be raised to a full month's pay for each completed year of service.

Provided that where such an employee dies while in the service of the Board after completing 5 years' continuous service, the Special Contribution to be credited to his account shall not be less than 12 month's pay.

(C) Except in the cases covered by clause (f) at item (A) above, the payment of Special Contribution is conditional on the service of the employee or the late employee, as the case may be, being certified as good, efficient and faithful.

3. An employee's entire continuous full time service in the Port Trust including all authorized leave of absence shall count both for the purpose of the calculation of the minimum period, if any, required to qualify for the Special Contribution and for the purpose of working out the quantum of Special Contribution.

Provided that in the case of Dock Shore Workers in Category 'A' such employees' previous service with Toliwallas and/or as 'B' Category Shore Mazdoors shall be taken into account only for the purpose of computing the minimum period of 10 and 15 years prescribed in clauses (c) and (f), respectively, at item (A) of Rule 2 above to qualify for Special Contribution.

Provided further than the period of any 'refused' leave or any 'post-superannuation leave' that may be granted to an

Employee, in accordance with the service rules applicable to him, after he attains the age of superannuation or after the ~~expire~~ of such extension of service as may be granted to him thereafter shall not count as service for the purpose of these Rules.

4. For the purpose of the Rules contained in this Appendix -

(A) In the case of an employee who, at the time of quitting service or at the time of his death, was holding in a substantive capacity a post carrying a scale of pay of which the maximum exceeded Rs.650/- the term "pay" means his substantive pay and also Personal Pay, if any, ¹ [and in the case of medical personnel the non-practicing allowance, if any, attached to the post held substantively.]

(B) In the case of an employee who at the time of quitting service or at the time of his death was holding on a temporary basis a post carrying a scale of pay of which the maximum exceeded Rs.650/-, the term "pay" means :

(a) the amount contributed by him to his Provident Fund under Rule 8 of the B.P.T. Rules of the Provident Fund during the twelve completed months immediately preceding the month in which he quitted service or died while in the service of the Board, as the case may be; or

(b) ² [the substantive pay as defined in Article 11(11) of the Trustees' Digest of Pay and Allowances, 9th Edition, plus personal pay and/or special pay, if any, as defined in Article 11(13) and 11 (15).

1. Inserted by TR No.1210 of 1969.

2. Substituted by TR No.1193 of 1970 (w.e.f.01.01.1969).

respectively of the same Digest, which the employee was drawing or was entitled to draw at the time of quitting service or at the time of his death, as the case may be, plus (i) Dearness Allowance and Compensatory (City) Allowance appropriate to such substantive pay and personal pay and/or special pay, if any, and (ii) the cash value of any food concession or free rations or any payment in cash in lieu of free rations or a part thereof.]

whichever is more.

(C) In the case of an employee who, at the time of quitting service or at the time of his death, was holding a post carrying a scale of pay of which the maximum did not exceed Rs.650/- the term "pay" means :

(a) the amount contributed by him to his Provident Fund under Rule 8 of the B.P.T. Rules of the Provident Fund during the twelve completed months immediately preceding the month in which he quitted service or died while in the service of the Board, as the case may be; or

(b) ¹ /the substantive pay as defined in Article 11(11) of the Trustees' Digest of Pay and Allowances, 9th Edition, plus personal pay and/or special pay, if any, as defined in Article 11(13) and 11 (15) respectively of the same Digest, which the employee was drawing or was entitled to draw at the time of quitting service or at the time of his death, as the case may be, plus

1. Substituted by TR No.1193 of 1970 (w.e.f.01.01.1969).

(i) Dearness Allowance and Compensatory (City) Allowance appropriate to such substantive pay and personal pay and/or special pay, if any, and (ii) the cash value of any food concession or free rations or any payment in cash in lieu of free rations or a part thereof; and also (iii) Processing Allowance at the following rates.

'A' Category Dock Shore Mazdoors	Rs.16.12
Morpias	Rs.17.94
Crane Drivers, Hydraulic 5 and 6 tons and 35 cwt., and Crane Drivers, Electric, 3 and 6 tons,]	Rs.18.98

whichever is more.

Notes :

- (a) In the case of an employee who is granted refused leave or post-superannuation leave after he has attained the age of superannuation or after the expiry of such extension of service as may have been granted to him thereafter the month in which such refused leave or such post-superannuation leave commences shall be reckoned as the month in which he quits service.
- (b) In the case of an employee who is on leave at the time of quitting service or at the time of his death as the case may be, the substantive pay and personal pay and/or special pay; if any, for the purpose of Rule 4 above shall be the substantive pay and personal pay and/or special pay, if any, which he would have drawn on such date but for his having been on leave including increases in such pay which he would have been entitled to had he been on duty on such date.

- (c) In the case of a scheduled temporary employee or a non-scheduled permanent employee the substantive pay and personal and/or special pay, if any, for the purpose of Rule 4 above means the pay inclusive of personal and/or special pay, if any which he was drawing in his own post at the date of quitting service or at the date of his death or which he would have drawn in such post but for his being on leave or for his holding, by reason of transfer or promotion, on a purely temporary basis or in an acting capacity, another post at the date of quitting service or at the date of his death. In the case of an employee who is on leave or is holding temporarily a post other than his own post at the date of quitting service or at the date of his death, the pay which he would have drawn in his own post shall include any increase in such pay which he would have received and personal and/or special pay, if any, which he would have been drawn had he been on duty on such date and holding his own post.

In the case of scheduled temporary and non-scheduled permanent employees in the event of a doubt or dispute arising as to which post should be regarded as the employee's own post for the purpose of this note the Chairman's decision on the question shall be final.

- (d) In the case of the Dock Shore Workers in Category 'A' and the Crane Drivers, Hydraulic, 5 & 6 tons and 35 cwt., and Crane Drivers, Electric, 3 & 6 tons, their substantive pay for the purpose of Rule 4 above means their pay at the time of quitting service or at the time of their death on the scales mentioned below

Category	Pay-scale
1. Mazdoors	Rs.104-2-116-3-131-EB-3-140
2. Morpias & Baroots	Rs.125-3-134-4-170
3. Special Morpias	Rs.150-4-170-5-190
4. Cart & Wagon Unloaders	Rs.146-4-170-5-185
5. Crane drivers, Hydraulic 5 & 6 tons.	} Rs.150-4-170-5-195-EB-6-225
6. Crane drivers, Hydraulic 35 cwt.	
7. Crane drivers, Electric 3 & 6 tons.	

1. Substituted by TR No.1193 of 1970 (w.e.f.01.01.1969).

BOMBAY PORT TRUST PROVIDENT FUND
NOMINATION FORM

To,
The Bombay Port Trust.

I hereby direct that the amount at my credit in my Provident Fund account of the Bombay Port Trust at the time of my death shall be

paid to the under mentioned person

distributed among the under mentioned persons
in the manner shown against their names.

I clearly understand that this nomination is not applicable to the Special Contribution admissible under Rule 10 of the Provident Fund Rules.

Name and address of the nominee or nominees	Whether dependent as defined in Section 2(C) of the Provident Funds Act of 1925, or not; if dependent, nature of relationship	Age of the nominee	Amount of share of accumulation in the Fund to be paid to the nominee.
1	2	3	4

* This is in supersession of my former nomination.

(1) Witness _____ Signature or thumb impression

Address : _____ Post held _____

(2) Witness _____ Station _____

Address : _____ Date _____

Contd... ..

- Note : 1. "Dependent" means any of the following relatives of a subscriber – namely, a wife, husband, parent, child, minor brother, unmarried sister and a deceased son's widow and child and where no parent of a subscriber is alive, a paternal grand-parent.
2. In the even of the nominee being a minor, the date of birth should be stated in Column 3.
3. Column 4 should be filled in to cover the whole amount at credit.
-

* Strike out where necessary.

Scheduled temporary EMPLOYEES

Non- Scheduled permanent

BOMBAY PORT TRUST PROVIDENT FUNDNOMINATION FORM

To,
The Bombay Port Trust.

I hereby direct that the amount at my credit in my Provident Fund account of the Bombay Port Trust at the time of my death shall be

paid to the under mentioned person

distributed among the under mentioned persons
in the manner shown against their names.

I clearly understand that this nomination is not applicable to the Special Contribution admissible under Rule 10 of the Provident Fund Rules.

Name and address of the nominee or nominees	Whether dependent as defined in Section 2(C) of the Provident Funds Act of 1925, or not; if dependent, nature of relationship	Age of the nominee	Amount of share of accumulation in the Fund to be paid to the nominee.
1	2	3	4

* This is in supersession of my former nomination.

(1) Witness _____ Signature or thumb impression

Address : _____ Post held _____

(2) Witness _____ Station _____

Address : _____ Date _____

Contd... ..

- Note : 1. "Dependent" means any of the following relatives of a subscriber – namely, a wife, husband, parent, child, minor brother, unmarried sister and a deceased son's widow and child and where no parent of a subscriber is alive, a paternal grand-parent.
2. In the even of the nominee being a minor, the date of birth should be stated in Column 3.
3. Column 4 should be filled in to cover the whole amount at credit.
-

* Strike out where necessary.

Appendix to the Trustees' Resolution No. 310
dated 29th June 1943.

-----²¹
Indemnity Bond under Rule 24(3) of the MbPT Rules
of the Provident Fund for permanent and
temporary employees respectively.

WHEREAS _____ an employee of the Trustees of the Port of Bombay (hereinafter referred to as the 'Trustees') and a subscriber to the Bombay Port Trust Provident Fund retired from the service of the said Trustees on the ____ day of ____ AND WHEREAS at the date of such retirement the whereabouts of the said _____ could not be ascertained and although enquiries to the satisfaction of the Trustees have been made such whereabouts are still unascertained and it is not known whether he is alive AND WHEREAS the said _____ had prior to his retirement executed a nomination of his Provident Fund in accordance with the Rules of the Fund and such nomination was registered in the office of the Financial Adviser and Chief Accounts Officer, Bombay Port Trust, AND WHEREAS under such nomination _____ and _____ was / were entitled to receive the Provident Fund of the said _____ in the event of the said _____ dying while in the service of the Trustees AND WHEREAS under Rule 21 of the Provident Fund Rules the Trustees are empowered in their absolute discretion to allow interest calculated as therein mentioned from the expiration of six months from the date of retirement until such date as the Trustees may from time to time decide but subject as in Rule 21 provided and to pay any such interest as may be allowed from time to time to then nominee/s of the subscriber upon an application being made for that purpose by the nominee/s and upon an indemnity bond being made for that purpose by the nominee/s and upon an indemnity bond being executed AND WHEREAS the said _____ being the nominee/s of the said _____ have applied to the Trustees for the payment of interest under Rule 21 AND WHEREAS the Trustees are willing to pay to the said _____ ~~have applied to the Trustees for payment of interest under Rule 21 AND WHEREAS the Trustees are willing to pay to the said _____ being such nominee/s of the said _____ calculated from the expiration of the period of six months from the date of retirement of the said _____ upto the _____ upon having this indemnity executed NOW I/we the said _____ hereby undertake and agree that if at any time it be established that the said _____ is alive I/we will upon demand pay to the Trustees the amount of such interest which the Trustees have paid to me/us in pursuance of Rule 21 and will further indemnify and hold the Trustees harmless against~~

event

executed

↳ being such nominee/s of the said _____ interest on the Provident Fund of the said _____ calculated from

all loss, costs, charges and expenses which the Trustees may be put to by reason of the payment of such interest and I/we hereby further undertake and agree that if at any time it be established that the said _____ was alive on some date subsequent to the expiration of six months from the said date of retirement but has since died I / we will repay to the Trustees all interest so paid which relates to any period subsequent to the date of death and further that all such interest so repayable to the Trustees may be deducted by the Trustees from the Provident Fund monies of the said _____ which may become payable to me/us upon the death of the said being established or presumed by the competent Court.

IN WITNESS, whereof I/we the said _____ have hereunto set my/our hand/hands this ____ day of _____ 20 19

Signed by the said

in presence of

APPENDICES 'E' AND 'F'

DELETED by TR No. 937 of 5th October 1965.
(w.e.f. 05.10.1965)

Transitory Provisions

A – (Applicable only to Permanent Superior Staff)

Pursuant to Resolution of the Board No. 84 of 8th March 1919¹⁹¹⁰ and 761 of 29th October 1918 the following concession are sanctioned.

- (1) The Board shall have power at their discretion in the case of a subscriber of exceptionally long and approved service either upon his retirement or at the time of his death or in the event of his dying while in the service of the Board or before his claim on the Fund shall have been discharged, to enhance the amount of the Board's contribution plus interest to an amount not exceeding the sum it would have amounted to had the subscriber contributed at the rate of $8\frac{1}{3}$ per cent on his pay from the date on which he joined the service of the Board.
- (2) In the event of the death of a subscriber of exceptionally long and approved service while in the service of the Board and the exercise by the Board in his case of the foregoing discretion, the amount of the enhanced contribution and interest awarded by the Board shall, for all the purpose of the Provident Fund Rules, be deemed to form part of the amount standing to the credit of the subscriber in the Provident Fund.

Note : Exceptionally long service means at least 25 years active service exclusive of leave other than privilege leave.

B – The Board, under their Resolution No. 709 dated 17th August 1920, granted the following concessions to all permanent inferior servants admitted to the Provident Fund, who, prior to 1st April 1920 were eligible for pension or for a retiring gratuity of one month's pay for each year of service and who relinquished their right in those respects by joining the Provident Fund.

For each year of continuous service prior to 1st April 1920, up to a maximum of 30 years service in all, the Board shall contribute to the subscriber's Provident Fund at his death or retirement a sum equal to one month's pay as at

employee's Provident Fund at his death or retirement a sum equal to half a month's pay as at 1st April 1920 subject to the under mentioned conditions :

- (1) In the case of daily rated employee's pay will be calculated at 26 days to the month.
- (2) In the case of monthly rated employees pay will be calculated at the monthly rate excluding overtime
- (3) Special contribution will not carry interest.
- (4) The special contribution will not be credited in the case of any employee –
 - (a) who retire voluntarily before attaining the age of 55 years unless such retirement takes place with the consent and approval of the Head of his Department, or
 - (b) who has less than 15 years' service except in the following special circumstances and provided that he might ordinarily have completed 15 years' qualifying service.
 - (i) At death or on discharge in consequence of reduction of establishment or a certificate of unfitness on medical grounds (not due to the employee's own fault), a special contribution may be granted which shall ordinarily be limited to half a month's pay for each year of service or six months pay in all but which may in special cases, where circumstances warrant it be raised to a full month's pay for each year of service subject to a similar maximum.

Note : Continuous service for the purpose of these provisions means the actual service recorded in the pay-sheets and includes absence with permission. No leave of any kind will count as service except injury leave under Article 67 of the Trustees Digest (7th Edition)

FORM 'A'

To
The Financial Adviser &
Chief Accounts Officer,
Bombay Port Trust

Through : The _____
Bombay Port Trust.

Sir,

Sub : Voluntary Provident Fund Scheme.
.....

I request that I may be allowed to make voluntary Provident Fund contribution of Rs. _____ * p.m. as provided for in Rule 8A of the Trustees' Provident Fund Rules. Deductions in respect thereof may be commenced from my pay for the month of _____²⁰19 payable in the month of _____²⁰19.

Yours faithfully,

Place :

Date :

(Signature or thumb impression)

1. Name in full :
2. Designation :
3. Provident Fund Account Number :
4. Pay p.m. and Scale :
5. Dearness pay p.m. :
6. Name of the paysheet in which pay is drawn :

* Note : The amount should be in whole rupees only.

No. _____

Forwarded to the Financial Adviser & Chief Accounts Office, Bombay Port Trust for further necessary action.

Head of Department

FORM 'A'

To
The Financial Adviser &
Chief Accounts Officer.
Bombay Port Trust

Through : The _____
Bombay Port Trust.

Sir,

Sub : Voluntary Provident Fund Scheme.
.....

I request that I may be allowed to make voluntary Provident Fund contribution of
Rs. _____ * p.m. as provided for in Rule 8A of the Trustees' Provident
Fund Rules. Deductions in respect thereof may be commenced from my pay for the
month of _____²⁰19 payable in the month of _____²⁰19.

Yours faithfully,

Place :
Date :

(Signature or thumb impression)

1. Name in full
2. Designation
3. Provident Fund Account Number
4. Pay p.m. and Scale
5. Dearness pay p.m.
6. Name of the paysheet in which pay is drawn

* Note : The amount should be in whole rupees only.

No. _____

Forwarded to the Financial Adviser & Chief Accounts Officer, Bombay Port Trust
for further necessary action.

Head of Department

APPENDIX 'I'

[Rule 8A (4)]

FORM 'B'

To
The Financial Adviser &
Chief Accounts Officer.
Bombay Port Trust

Through : The _____
Bombay Port Trust.

Sir,

Sub : Voluntary Provident Fund Scheme.
.....

I am at present making a contribution of Rs. _____ * p.m. to Voluntary Provident Fund. I request that with effect from the next financial year beginning from the salary for March ²⁰19 ___ paid in April ²⁰19 ___ I may be permitted to discontinue the above contribution / alter the above contribution to Rs. _____ * p.m.

Yours faithfully,

Place :

Date :

(Signature or thumb impression)

1. Name in full :
2. Designation :
3. Provident Fund Account Number :
4. Pay p.m. and Scale :
5. Dearness pay p.m. :
6. Name of the paysheet in which pay is drawn :

* Note : The amount should be in whole rupees only.

No. _____

Forwarded to the Financial Adviser & Chief Accounts Office, Bombay Port Trust for further necessary action.

Head of Department

BOMBAY PORT TRUST

To
The Financial Adviser &
Chief Accounts Officer.
Bombay Port Trust

(Through : _____)

With reference to Rule 21(2) of the Bombay Port Trust Provident Fund Rules, I hereby give notice of my intention to leave in the Provident Fund as a deposit for a fixed period of five years, the full amount which will be at my credit in the said Fund on the date of my final retirement from the Trustees' service, namely, _____ I am familiar with the provisions of the above rule and agree to abide by them. I also understand that once you have taken action on this notice, it will not be open to me to withdraw or amend it in any respect at anytime thereafter.

Yours faithfully,

Date : _____

(Signature or thumb impression)

Applicant's Full Name : _____

Designation : _____ P.F. Account No. _____

Date of final retirement : _____

Full Address : _____

No. _____

Date : _____

Forwarded to the Financial Adviser & Chief Accounts Office, Bombay Port Trust for further necessary action.

Head of Department

APPENDIX 'K'
{ Rule 19 B }

To

The Financial Adviser &
Chief Accounts Officer,
Bombay Port Trust.

Through : The _____
Bombay Port Trust

Sir,

Sub : Withdrawal from the Provident Fund
for the purposes of house building
and purchase of residential flat.

In consideration of the Chairman having agreed at my request to permit, for the purpose of building or acquiring a suitable house including the cost of the site thereof or for the purchase of a flat, withdrawal of the sum of Rs. _____ (Rupees _____ only) from the amount standing to my credit in B.P.T Provident Fund under the provisions of Rule 19B of the B.P.T. Provident Fund Rules, I hereby undertake to observe and perform the terms and conditions contained therein, in so far as they are applicable to me and in particular to comply with the following terms and conditions, viz.,

- (i) The amount for which the withdrawal is applied for shall be actually utilized by me for the purposes of building or acquiring a suitable house including the site thereof or for purchasing a residential flat;
- (ii) That if the amount permitted to be so withdrawn is in excess of the actual expenditure incurred by me for building or acquiring a suitable house including the cost of the site thereof or for the purpose of purchasing a flat, the excess amount shall be refunded by me for being credited to my contribution to the Provident Fund forthwith without demur in one lump sum, whether the same shall have been demanded or not;

- (iii) That the house proposed to be built or acquired by me with the amount to withdrawn or the flat proposed to be purchased by me with the amount so withdrawn shall be situated within the limits of Greater Bombay or where I intend to reside after my retirement from service.
- (iv) That in the event of my building a house, the construction of the house shall be commenced within 6 months of the drawal of the aforesaid amount and shall be completed within a period of 1 year from the date of commencement of construction or within such extended period as may be allowed to me. In the event of a ready built house being purchased, any loan previously obtained by me for such purchase from private parties shall be repaid within 3 months of the drawal of the amount. In the event of my purchasing a residential flat, the amount shall be paid within 3 months of the withdrawal of such amount.
- (v) That in the event of my building a house the right to build on the site on which the house is proposed to be built will be acquired by me forthwith.
- (vi) That approved plans and permits where necessary from the local authorities for the purchase of building materials to the extent required shall be furnished by me.
- (vii) That in the case of withdrawal for the purchase of a ready built house, I would secure an undisputable title to the house and the land on which the house is built, before purchase price is paid. In the event of the drawal for the purchase of the residential flat, I shall become a member of a Limited Company, Co-operative Housing Society or any other incorporated body (recognized in law) formed by the purchasers of the flats in the building;

- (viii) That so long as I am in service, I shall submit every year a declaration in the prescribed form on or before 1st April that the house so built or acquired or the residential flat purchased continues to be in my sole ownership and possession,
- (ix) That while in service the house so built or acquired or the residential flat purchased shall not be transferred by me by way of mortgage, transfer, sale, gift, exchange or lease.

I hereby declare that my private savings together with the amount permitted to be withdrawn will be sufficient to build or acquire the house of the type proposed or to purchase the residential flat and that I do not own any house or residential flat other than the one which is intended to be built or acquired or purchased within the limits of Greater Bombay or at my intended place of residence after my retirement. I further declare that if the house is not purchased or built, or the flat acquired in accordance with the provisions of the Rules of the Provident Fund or if I commit any breach of any of the aforesaid terms and conditions, I shall repay for the credit of my account the whole of the amount permitted to be withdrawn from the fund in pursuance of the said Rules.

Stated this _____ day of _____ 19

Place _____

Signature
