

**THE HARYANA WAREHOUSING CORPORATION
EMPLOYEE'S CONTRIBUTORY PROVIDENT FUND
REGULATION, 1971**

**HARYANA GOVERNMENT
AGRICULTURE DEPARTMENT
NOTIFICATION**

THE 6th May, 1971

No. 1328-Agr. II (II)-71/6718: In exercise of the powers conferred by Section 42 of the Warehousing Corporation Acts, 1962, and with previous sanction of the State Government, the Haryana Warehousing Corporation hereby makes the following regulations governing the Employees Provident Fund, namely:

- Short Title** 1. These regulations may be called the Haryana Warehousing Corporation Employees Provident Fund Regulations, 1971.
- Definitions:** 2. In these regulations, unless the context otherwise requires:-
- (a) 'Act' means the Warehousing Corporation Act, 1962;
 - (b) 'Committee' means the Committee of Trustees constituted under regulation 4(1) for the administration of the Fund;
 - (c) 'Continuous service' means uninterrupted service and includes periods of leave on average, on half average pay, and of service proceeding and following the period of extra-ordinary leave, but not the period of extraordinary leave;
 - (d) 'corporation' means the Haryana Warehousing Corporation established under Section 13 of the Act;
 - (e) 'Employee' means a person in the whole time service of the Corporation but does not include a person on deputation or employed on daily wages;
 - (f) 'Family' means :-
"Employees spouse, legitimate children, step children, parents, sisters, minor brothers, who are wholly dependent on employee".
 - (g) 'Secretary' means the Secretary of the Corporation.
 - (h) 'Fund' means the Haryana warehousing Corporation Employees' Provident Fund;
 - (i) 'Managing Director' means the Managing Director of the Corporation.
 - (j) 'Pay' includes substantive pay, personal pay and acting allowance, dearness pay; but does not include dearness allowance, local allowance, house rent allowance, transfer allowance, travelling allowance, halting allowance or any other allowance and in the case of re-employed person his pension; and
 - (k) 'Year' means the financial year of the Corporation.

Substituted vide notification No. HWC/G-19/Part-II/81/70991 dated 17.2.1981.

3. There shall be established a fund which shall be held by the Corporation and shall consist of contributions of the employees as well as employer, after a accumulations thereby, and of the interest credited in respect of such contributions and accumulations and of securities purchase therewith and of any capital gains arising from the transfer of capital assets of the fund and of no other same.
- Establishment of Funds:**
- The fund shall be irrevocable save with the consent of all the beneficiaries (Substituted vide notification No. HWC/G-19/Part-II/01/70911 dated 17.2.1981)
4. (1) The Fund held by the Corporation shall be administred by a committee of Trustees comprising of the Managing Director or and the Secretary together with one representative of the employees to be nominated by the Managing Director.
- Administration of Fund Accounts' and Audit:**
- (2) All moneys belonging to the Fund shall be wholly invested either [n securities of the nature specified in clause (a), (b), (c), (d) or (e) of Section 20 of the Indian Trusts Act, 1882(2) of 1882 or the State Bank of India or in a Post Office Savings Bank Accounts in India:
- Provided that nothing in this sub-clause shall effect the validity up to the time of maturity of any fixed deposit made with a scheduled bank before publication of these regulations.¹
- (3) The accounts of the Fund shall be audited by the same authority which audit the accounts
- (4) The accounts, of the fund shall be kept in a form as per Annexure-I appended to these Regulations.
- (Inserted Vide Notification No. HWC/G-19/Part-II/81/70911 dated 17.2.81).
5. At every meeting of the Committee, the Managing Director or in his absence the Secretary shall preside. The Presence of at least two members shall be necessary to form a quorum for the transaction of business. Each member shall have one vote and in case of equality of votes the Presiding Officer, shall have a casting vote.
- Meeting of the Committee**
6. The accounts of the Fund shall be made up yearly as at the 31st March and an audited statement of the accounts will be submitted in a meeting of the Committee to be held not later than the 31st August in every year and a copy of such statement shall be made available to the subscribers, as soon as may be, after such meeting.
- Statement of Accounts**
7. Every employee of the Corporation shall subscribe to the Fund:-
- Subscription to Fund:**
- (a) in case of an employee who has completed the period of his probation and one year's continuous service at the time of commencement of these regulations from the date of such commencement; and

¹Substituted vide notification No. HWC/G-19/Part-II/81/70911 dated 17.2.81.

(b) in any case from the beginning of the month following that in which he completes one year's continuous service or from the beginning of the month following which ever is later; provided that any person in receipt of remuneration other than casual remuneration from the Corporation may subscribe to the Fund if so permitted by the Committee.

- Rate of Subscription:**
8. The subscriber shall subscribe monthly to the Fund at such rate of pay not being less than $8\frac{1}{3}\%$ per centum as may be fixed by him from time to time. Such subscription shall be deducted by the Corporation from the pay payable to the subscriber every month in amounts calculated to the nearest fifty paise. The Corporation's contribution will remain fixed as provided by regulation 10. Within these limits, the subscriber can change the rate of subscription with effect from the 1st April of each year. The rate once fixed shall remain unaltered throughout the year.
- Subscription of the Subscriber on leave:**
9. The subscription of the subscriber on leave shall, during the period of such leave, be assessed on his leave pay but any subscriber shall be at a liberty to subscribe on the full amount of his pay provided that notice in writing of his desire to do so is/given by him not less than fourteen days in advance of the first payment of his leave salary to the officer responsible for paying him.
- Corporation contribution:**
10. Save as otherwise provided, the Corporation shall contribute to the Fund every month, $8\frac{1}{3}\%$ per centum of the pay of each subscriber as employer's contribution to the Fund, provided that no such contribution shall be made by the Corporation in respect of a subscriber who has been permitted to subscribe under the proviso to regulation 8.
- Interest:**
11. The Corporation shall on the 31st day of the March every year or as soon thereafter as is possible:-
- (i) Determine and notify with the approval of the Chairman of the Corporation the rate at which the interest shall be allowed during the year on all deposits standing to the credit of every subscriber to the Fund.
 - (ii) prepare on account of the total interest accrued and received on the investment of the Fund during the year; and
 - (iii) credit the amount of interest due to every subscriber based on the interest bearing balance of each subscriber during the proceeding year.
- Borrowing from the Fund and Recoveries:¹**
12. Withdrawals by the subscribers may be allowed by the committee in the following circumstances:-
- (a) to pay expenses incurred in connection with the illness of the subscriber or a member his family;
- meeting the cost of higher education, including where necessary the travelling expenses of any child of the subscriber actually dependent on him in the following cases, namely

¹Substituted vide notification No. HWC/G-19/Part-II/81/70911 dt. 17.2.81.

- (i) education outside India for academic, technical, professional or vocational courses beyond the High School stage; and
 - (ii) any medical, engineering or other technical or specialised course in India beyond the High School stage, provided the course of study is for not less than three years;
- (b) to pay for cost of passage to a place out of India of a subscriber or any member of his family;
- (c) to pay expenses in connection with marriages, funerals or ceremonies, which by the religion of the employee it is incumbent upon him to perform;
- (d) to meet the expenditure on building a house or purchasing a site or a house and a site;
- Provided that the subscriber furnishes an undertaking to the committee, not to encumber or alienate such house or site or house and site, as the case may be;
- (e) to pay premia on policies of insurance on the life of the subscriber or of his wife, provided that the policy is assigned to the committee or at the discretion of the committee is deposited in the Corporation's Head Office and the receipts granted by the insurance company for the premia are from time to time handed over to the committee for inspection by the Income Tax Officer.
- (f) to meet the cost of legal proceedings instituted by the subscriber for vindicating his position in regard to any allegations made against him in the discharges of his official duty or to meet the cost of his defence when he is prosecuted by the employer in any court of law in respect of any official mis-conduct on his part.
- Provided that the advance under this 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 duty or against the employer in respect of any condition of service or penalty imposed on him.
- (2) The recoveries of the withdrawals/advances will be regulated as under:
- (a) subject to the provisions of clause(viii) of sub-regulation (2) of the regulation 13 where a withdrawal is allowed for a purpose specified in clause(d) or clause(e) of sub-regulation(l) of this regulation, the amount withdrawn need not be repaid.
 - (b) where a withdrawal is allowed in connection with marriages as specified in clause(c) of sub-regulation(l) of this regulation, the amount withdrawn shall be repaid in not more than forty-eight equal monthly instalments.
 - (c) where a withdrawal is allowed for any other purpose, the amount withdrawn shall be repaid in not more than twenty four equal monthly instalments.

- (d) in respect of withdrawals referred in sub-regulation(2) (b) and (c) and of the amount referred to in clause(viii) of sub-regulation(2) of the Regulation, 13, interest shall be paid in accordance with following table:-

TABLE

1	2
Where the amount is repaid in not more than 12 monthly installments.	One additional installment of 4 percent on the amount withdrawn.
Where the amount is repaid in more than 12 but not more than 24 monthly instalments but not more than 36 monthly instalments.	Two additional installments of 4 percent on the amount
Where the amount is repaid in more than 24 monthly instalments but not more than 36 monthly instalments.	Three additional installments of 4 percent on the amount
Where the amount is repaid in more than 36 monthly installments but not more than 48 monthly instalments.	Four additional instalments of 4 percent of the amount withdrawn.
Where the amount is refunded under clause(viii) of sub-regulation(2) of regulation 13.	4 percent of the amount which is refundable.

Provided that at the discretion of the committee interest may be recovered on the amount aforesaid or the balance thereof outstanding from time to time at 1% above the rate which is payable for the time being on the balance in the fund at the credit of the subscriber.

- (3) Notwithstanding anything contained in this regulation it shall be open to the committee to permit the withdrawal of 90% of the amount standing at the credit of a subscriber if the subscriber takes leave preparatory to retirement, provided that if he rejoins duty with the expiry of his leave he shall refund the amount drawn together with interest at the rate allowed by fund.

(4) The deduction shall commence from the second monthly payment of salary made after the withdrawal or, in the case of an employee on leave without pay, from the second monthly payment of salary made after his return to duty¹.

13. (1) The withdrawal in connection with expenses on marriages, as specified in clause (c) of sub-regulation (1) of regulation 12 shall not exceed six months' pay or the total of the accumulation lying to the credit of the subscriber, whichever is less.

Conditions
for
withdrawal
for various
purposes :

(2) The withdrawal for the purpose contained in clause(d) of sub-regulation (1) of regulation 12 shall be subject to the following conditions:-

- (i) The amount of withdrawal shall not exceed one half of the amount standing to the subscriber's credit or the actual cost of the house/or of the site, whichever, is less.
- (ii) The subscriber shall have completed twenty years of service or is due to retire within the next ten years.
- (iii) The construction of the house should be commenced within six months of the withdrawal and should be completed within one year from the date of the commencement of the construction.
- (iv) If the withdrawal is made for the purchase of a house and/or a site for a house, the purchase should be made within six months of the withdrawal.
- (v) If the withdrawal is made for the repayment of a loan previously raised for the purpose of construction or purchase of a house, the repayment of the loan should be made within three months of the withdrawals;
- (vi) Where the withdrawal is for the construction of a house, it shall be permitted in two or more equal instalments (not exceeding four), a later installment being permitted only after verification by the committee about the actual utilization of the earlier withdrawal;
- (vii) The withdrawal shall be permitted only if the house and/or site is free from encumbrances and no withdrawal shall be permitted on purchasing a share in a joint property or building or house or land whose ownership is divided;
- (viii) If the amount withdrawn exceeds the actual cost of purchase or construction of the house and/or site, or if the amount is not utilized for the purpose for which it is withdrawn the excess or the whole amount as the case may be, shall be refunded to the committee forthwith in one lump sum together with interest from

¹(Substituted vide notification No. HWC/G-19/Part-II/81/70911 date 17.2.81)

the month of such withdrawal at the rate prescribed in sub-regulation(2) of regulation 12. The amount refunded shall be credited to the subscriber's account in the provident fund.

- (3) The withdrawal for the purpose specified in clause (f) of sub-regulation 12 shall not exceed three months pay or Rs. 500/- whichever is greater, but shall in no case exceed half the amount to the credit of the subscriber.
- (4) The withdrawal for any other purpose referred to in sub-regulation(1) of regulation 12 shall not exceed three months pay or the total of the accumulation lying to the credit of the employee, whichever is less.
- (5) For the purpose of this rule 'pay' means the pay to which the employee is entitled at the time when the withdrawal is granted or, in the case of an employee referred to in sub-regulation(k) of regulation 2 which he would have received had he not entered the armed forces of the Union or been taken into or employees in the national services.¹
14. Interest on all sums standing in the books of the Fund to the credit of a subscriber shall cease on the day on which he leaves the service of the Corporation or on the day of his death, whichever is earlier.
15. (1) Subject to the provision of sub-clauses 2, 3 and the sum standing to the credit of a subscriber shall become payable on the termination of his service or on his retirement or on his death or resignation.
- (2) Any amount due under a liability incurred by the subscriber to the Corporation may, subject to the directions of the Committee, be deducted from the amount standing to the credit of a subscriber upto the total amount contributed by the Corporation to his account including the interest credited in respect thereof."
- (3) Subject to the directions of the Committee the whole or any part of the amount of the employer's contribution together with interest credited in respect thereof, may be deducted from the total amount standing to the credit of a subscriber where:-
- (i) the subscriber is dismissed or removed from employment in pursuance of disciplinary proceedings taken against him; or
- (ii) the subscriber voluntarily leaves his employment otherwise than on account of ill health or other unavoidable causes before the expiration of the term of his service or within five years of the completion of his period of probation, as the case may be.
- (4) The employer's share together with interest credited in respect thereof, shall not be payable without the approval of the Managing Director and the Committee.

Interest to
cease on
termination
of service or
death of
subscriber:

Payment of
amount out-
standing to
credit of
subscriber:

¹Substituted vide notification No. HWC/G-19/Part-II/81/70911 dated 17.2.1981.

16. In cases where the employer's share is not to be paid to an employee under the provisions of regulation 15, the employer's share shall stand forfeited and shall be transferred to Provident Fund forfeiture Account and this shall be utilised for providing facilities to employees and for giving aid to employees in distress such as providing relief to the family of a deceased subscriber and for any other object which is considered calling for relief to any employee or for providing any facility to the employees as may be considered proper by the Committee.
- 17.(1) Every subscriber shall, at the time of joining the Fund send to the Head Office of the Corporation a nomination conferring in the event of his death on one or more persons the right to receive the amount that may stand to his credit in the Fund.
- Provided that if 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.
- (2) If a subscriber nominates more than one persons under sub regulation (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 made in one of the forms annexed (Annexure-II) to these regulations as is appropriate in the circumstances.
- (4) A subscriber may at any time cancel a nomination by sending a notice in writing to the Head Office of the Corporation.
- Provided that the subscriber shall along with such notice send a fresh nomination made in accordance with the provisions of this regulation.
- (5) A subscriber may provide in a nomination:-
- (a) in respect of any specified nominee that in the event of his predeceasing the subscriber, the right conferred upon that nominee shall pass to such other person or persons as may be specified in the nomination provided that such other person or persons shall, if the subscriber has other members of his family, be such other member or members; and
- (b) that the nomination shall become invalid in the event of the happening of contingency specified therein, provided that at the time of making the nomination the subscriber has no family, he shall provide in the nomination that it shall become invalid in the event of his subsequently acquiring a family.
- Provided further that if at that time of making the nomination the subscriber has only one member of the family he shall provide in the nomination that the right conferred upon the alternate nominee under clause(a) shall become invalid in the event of his subsequently acquiring other member or members of his family.
- (6) Immediately on the death of a nominee in respect of whom no special

Forfeiture of employee's contribution to fund:

Nomination:

**Payment on
death of
subscriber**

provision has been made in the nomination under clause(a) of sub-regulation (5) or on the occurrence of any event by reason of which the nomination becomes invalid in pursuance of clause (b) of sub regulation (5) or the proviso thereto the subscriber shall send to the Head Office of the Corporation a notice in writing cancelling the nomination together with fresh nomination made in accordance with the provision of this regulation.

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

18. On the death of the subscriber :-

(1) When the subscriber leave behind a family-

(a) If a nomination made by the subscriber in accordance with Payment these regulations 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 the nominee or nominees in proportion specified in the nomination; and

(b) If no such nomination 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 the nomination does not relate, as the case may be, shall become payable to members of his family in equal shares :

Provided that no share shall be payable to :

- (i) sons who have attained majority;
- (ii) sons of a deceased son who have attained majority;
- (iii) married daughters whose husbands are alive;
- (iv) married daughters of a deceased son whose husbands are alive;

If there is any member of the family other than those specified in sub clauses (i), (ii), (iii) and (iv);

Provided further that widow or widows, and a child or children of a deceased son, shall receive between them in equal parts only the share which that son would have received if he had survived the member and had not attained the age of majority at the time of the member's death.

Explanation :- For the purpose of this paragraph a member's posthumous child, if both alive, shall be treated in the same way as a surviving child born before the member's death;

(2) When the subscriber leaves no family, if a nomination made by him in accordance with these regulations in favour of any person 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; and

(3) in any case to which/the provisions of sub clause (i) and (2) do not apply that amount shall be payable to the persons legally entitled to it.

19. Every employee on becoming a subscriber to the Fund shall execute an agreement in the following form, namely :-

I hereby declare that I have read and understood the regulations of the Haryana Warehousing Corporation Employees' Provident Fund and I hereby undertake to subscribe to the said Fund and agree to be bound by the said regulations.

Agreement to be executed by the subscriber.

Witness.....

Signature in full.....

Date.....

20. The fund may be wound up if the Corporation is placed in liquidation under the orders of the State Government. In that case the accumulated amount in the Fund shall be distributed amongst the subscribers in accordance with the amounts payable in their accounts.

Winding up of fund.

21. For matters not provided in these regulations, the Committee may exercise such powers as may be necessary for the administration of the Fund.

Provision for residuary matters.

22. All expenses relating to the administration of the Fund including the pay and allowances of the staff appointed for the purpose of administering the Fund shall be borne by the Corporation and shall not be charged to the Fund.

Expenses of administration of the Fund.

SHER JANG SINGH
Secretary to Government, Haryana
Agriculture Department.

S. Dutta

11/9/73

**STATEMENT SHOWING PROVISIONS OF REFUNDABLE/NON-REFUNDABLE ADVANCES
OUT OF CPF AS MADE IN THE CPR REGULATIONS**

1.	2.	3.	4.	5.	6. (guidelines)
NO.	PURPOSES OF ADVANCE	REFUNDABLE/ NON-REFUNDABLE	EXTENT TO WHICH ADMISSIBLE	REPAYMENT	REMARKS Recommendation of Committee

REGULATION NO. 12

1.	Illness of subscriber or a subscriber of family (dependent).	Re-fundable	3 months pay or total accumulation which ever is less.	24 monthly instalments	—
[277]	a. For higher education of dependent children.	- do -	- do -	- do -	—
	b. To pay cost of passage to a place out of India	- do -	- do -	- do -	—
	c. Marriage of dependent son/ daughter, funeral or ceremonies.	- do -	1. In the case of marriage 6 months pay or total accumulation which ever is less.	48 monthly instalments	In case of marriage 6 months pay or total accumulation which ever is less.

1.	2.	3.	4.	5.	6. (guidelines)
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2. 3 months pay or a total accumulation which ever is less of other purpose.	24 instalments in other cases.	In all other cases 2 months pay or half the balance in account which ever is less and to the recovered in 20 instalments.
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The second advance should be allowed after the first advance has been fully re-paid by the subscriber. This will not, however, apply in the case of marriage advance.

- d. Construction of house, purchase of plot and purchase of built-up house.
- | | | | | |
|---|----------------|---|-----|---|
| Construction of house, purchase of plot and purchase of built-up house. | Non-refundable | Half the balance in CPF account or cost of plot house which ever is less. | NIL | i. It should be allowed only once for the purchase of a plot or construction of new house or purchase of built-up house/and once for additions and alterations in the existing house. |
|---|----------------|---|-----|---|

1.	2.	3.	4.	5.	6. (guidelines)
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ii. It should not be allowed if a plot or a house already exists in the name of the subscriber or any dependent member of his family. It should also not be allowed for depositing of earnest money alongwith the application for allotment of plots / built-up house.

- | | | | | |
|--|------------|---------------------------|-------------------------|---|
| e. Payment of premium of Insurance Policy. | - do - | - | - | - |
| f. To meet the cost of legal proceeding against the subscriber in his official capacity. | Refundable | 3 months pay or Rs. 500/- | 24 monthly instalments. | - |

Annexure - I

Account Closed _____
 Date _____
 Paid to employee _____
 Lapsed to employer or to fund _____
 Recovery by employer _____

Form for maintaining accounts of subscribers to a recognised provident fund.

Name _____ Date of joining fund _____

Year and Month	Contribution	Exempt	Not Exempt
	Salary Amount transferred from any other recognised provident fund Contributions by employees. Regular Contributions by employer. Employer's contribution of a contingent nature Total of Cols. 3, 4, 5 and 6 Total intt. on Col. (7) 2	Contribution by employer not exceeding 10% of salary for the year Contribution by employer not exceeding 10% of salary for the year Instt. on sums in Col (7) 2 not in excess of 1/3 of salary for the year and allowed at rate not exceeding 10% Employer's contribution not exceeding 1/5th of salary for the year or Rs. 8000/- whichever is less 2(5+6-9) 2(8-10) 2 2(4-11) 2	Additions to total income (Col. 2, 12, and 13) Amount to which income (Col. 13 and 13)

Balance brought forward
 April :
 May :
 March :

Total

Adjustment account of temporary withdrawals account of 2 (columns 9, 10 and 11 only). Adjustment on account of non-payable withdrawals account 2 (Columns 12, 13 and 14).

TOTAL CARRIED OVER

NON-PAYABLE WITHDRAWALS ACCOUNT

TEMPORARY WITHDRAWALS ACCOUNTS

Amount Rs.	Balance brought Forwarded	Advance Rs.	Repayment Rs.	Interest Rs.
April	April			
May	May			
June	June			
July	July			
March	March			
				Balance Carried over

Total :

If desired columns 8 may be divided into sub-columns to show separately the interest on column 3, columns 4 and 5 and col. 6, respectively.

1. Col. (3) interest by I.T. (Fifth Amendment) Rules 1974.