

## **THE RUBBER BOARD GENERAL PROVIDENT FUND RULES, 1996\***

In exercise of the powers conferred by clause (XV) of sub-section (2) of Section 25 of the Rubber Act, 1947 (24 of 1947), the Central Government hereby makes the following rules, namely:-

1. **Short title and commencement.** (1) These rules may be called the Rubber Board (General Provident Fund ) Rules, 1966.  
(2) They shall be deemed to have come into force on the 1<sup>st</sup> April, 1963.
2. **Definitions** In these rules:-
  - a) "Act " means the Rubber Act,1947;
  - b) "Board " means the Rubber Board Constituted under sub-section (1) of Section 4 of the Act;
  - c) the expressions 'Chairman 'and 'Secretary ' wherever they occur, shall mean 'Chairman'and 'secretary' respectively, of the Board.
  - d) "emoluments" means pay including dearness pay, special pay, personal pay and leave salary or subsistence grant, if admissible, but does not include dearness allowance or any other allowances;
  - e) "family " means :-
    - (i) in the case of a male subscriber, the wife or wives and children of the subscriber and the widow or widows and children of a deceased son of the subscriber:

Provided that if a subscriber proves that this 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 thenceforth be deemed to be no longer a member of the subscriber's family in matters to which these rules relate, unless the subscriber subsequently indicates by intimation in writing to the Secretary that she continue to be so regarded.

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

Provided that if a subscriber by intimation in writing to the Secretary expresses her desire to exclude her husband from her family the husband shall thenceforth be deemed to be longer a member of the subscriber's family in matters to which these rules relate, unless the subscriber subsequently cancels formally in writing her intimation excluding him.

**Note I :-** Children " means legitimate children.

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\* Published as Government of India, Ministry of Commerce, Notification No. S. O. 1423, dated the 23<sup>rd</sup> April, 1966 in the Gazette of India partII, Section 3(ii), dated the 14<sup>th</sup> May, 1966.

Note II:- An adopted child shall be considered to be a child when the Chairman or, if any doubt arises in the mind of the Chairman, the Board, is satisfied that under the personal law of the subscriber, adoption is legally recognized as conferring the status of a natural child.

- (f) "Fund" means the general Provident Fund constituted under rule 4;
- (g) "leave" means any kind of leave sanctioned for the staff of the Board under the Revised Leave Rules, 1933.
- (h) "Schedule" means a schedule to these rules;
- (i) "Year" means the financial year.

3. **Conditions of eligibility.**(1) These rules shall apply to :-

- (i) the employees of the Board who were in service before the 1<sup>st</sup> April, 1963 and continuing in such service on the 23<sup>rd</sup> April 1966 and who have elected to come under the Board's Pension –cum-Gratuity Scheme under rule 11 A of the Rubber Board (Service) Rules, 1961, and have completed one year's continuous service on 1<sup>st</sup> April 1963 or subsequently, and
- (ii) every employee of the Board (other than a re-employed pensioner) who joined service of the Board on or after 1<sup>st</sup> April, 1963 and has continued in such service there-after and who has put in not less than one year's continuous service, other than an officer of any Government whose services have been placed at the disposal of the Board and respect of whom the Board is required to pay leave, pension or provident fund contribution to the Government.

(2) A temporary employee who completes one year's continuous service during the middle of a month shall subscribe to the Fund from the subsequent month.

4. **Constitution of the Fund.** (1) There shall be constituted a General Provident Fund for the employees of the Board to whom these rules apply.

(2). The Fund shall consist of:-

- (a) Subscriptions to the Board's Provident Fund together with interest thereon due as on the 31<sup>st</sup> March, 1963, made by the employees who have elected to come under the Pension-cum-Gratuity Scheme under Rule 11A of the Rubber Board (Service) Rules, 1961;
- (b) Subscriptions which are credited to the Fund in accordance with these Rules;
- (c) such additions to the Fund as the Board may from time to time decide to make with the approval of Central Govt; and
- (d) the income of the Fund from loans, deposited and investments.

5. Every employees of the Board to whom these rules apply, shall be a subscriber to the Fund.

6. The Fund shall be vested in and be managed by the Board.
7. **Nominations.** (1) A subscriber shall at the time of joining the Fund sent to the Secretary, a nomination conferring on one or more persons 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 a subscriber who has a family at the time of making the nomination shall made such nomination only in favour of a member or members of his family:

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

(2) If a subscriber nominates more than one person under sub rule (1), he shall specify in the nomination the amount or share payable to each of the nominees in such manner as to cover the whole of the amount that may stand to his credit in the Fund at any time.

(3) Every nomination shall be in such one of the Forms set forth in the Schedule annexed hereto as is appropriate in the circumstances.

(4) A subscriber may at any time cancel a nomination by sending a notice in writing to the Secretary. The subscriber shall, along with such notice or separately send a fresh nomination made in accordance with the provisions of this rule.

(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. Where the subscriber confers such a right on more than one person under this clause, he shall specify the amount or share payable to each of such persons in such a manner as to cover the whole of the amount payable to the nominee.

(b) that the nomination shall become invalid in the event of the happening of a contingency specified there in:

Provided that if 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 subsequent acquiring a family:

Provided further that it at the time of making the nomination, the subscriber has only one member of the family, he shall provide in the nomination at the right conferred upon the alternate nominee under clause (a) shall become invalid in the event of his subsequently acquiring other member or members in his family.

- (6) Immediately on the birth of a nominee in respect of whom no special provision has been made in the nomination under clause (a) sub-rule (5) or the occurrence of any event by reason of which the nomination becomes invalid in pursuance of clause (b) of that sub-rule or the provisions thereto, a subscriber shall send to the Secretary a notice in writing canceling the nomination together with a fresh nomination made in accordance with the provisions of this rule.
- (7) Every nomination made, and every notice of cancellation given by a subscriber shall, to the extent that it is valid, take effect on the date on which it is received by the Secretary.

**8. Subscribers Accounts.** An account shall be prepared in the name of each subscriber and shall show the amount of the subscriptions with interest thereon calculated as prescribed in sub –rule (2) of Rule 12 as well of the advances and withdrawals from the fund.

**9 Conditions of subscriptions** (1) Every subscriber shall subscribe monthly to the fund except during the period he is under suspension:

Provided that a subscriber may, at his option, not subscribe during any period of leave, other than earned leave of less than 30 days duration:

Provided further that the subscriber on reinstatement after a period passed under suspension shall be allowed the option of paying in one sum, or in instalments, any sum not exceeding the maximum amount of arrear subscriptions payable for that period.

(2) The subscriber shall intimate his election not to subscribe during leave by written communication to the Secretary before he proceeds on leave. Failure to make due and timely intimation shall be deemed to constitute an election to subscribe.

(3) The option of a subscriber intimated under this sub-rule shall be final.

(4) A subscriber who has, under rule 20 withdrawn the amount standing to his credit in the Fund shall not subscribe to the Fund after such withdrawals unless he returns to duty.

**10. Rates of subscription.** (1) The amount of subscription shall be fixed by the subscriber himself, subject to the following conditions namely:-

(a) It shall be expressed in whole rupees.

(b) It may be any sum, so expressed, not less than 8 1/3 % of his emolument and not more than his total emoluments:

Provided that in the case of class IV employees the minimum rate of subscription shall be Rs.4/- a month in the case of those drawing a pay of less than Rs.75/- a month and Rsd.5/- a month in the case of others.

- (c) When an employee elects to subscribe at the minimum rate of 8 1/3 %, the fraction of a rupee shall be rounded to the nearest whole rupee, fifty paise counting as the next rupee.

(2) For the purpose of sub-rule (1), the emolument of a subscriber shall be:

- (a) In the case of a subscriber who was in the Board's service on the 31<sup>st</sup> March of the preceding year, the emolument to which he was entitled on that date:

Provided that:-

- (i) If the subscriber was on leave on the said date and had elected not to subscribe during such leave or was under suspension on the said date, his emoluments shall be emolument to which he was entitled on the first day after his return to duty;
- (ii) If the subscriber was on deputation out of India on the said date or was on leave on the said date and continues to be on leave and has elected to subscribe during such leave, his emoluments shall be the emoluments to which he would have been entitled had he been on duty in India;
- (b) In the case of subscriber who was not in the Board's service on the 31<sup>st</sup> March of the preceding year, the emolument to which he was entitled on the day he joins the fund.

(3) The subscriber shall intimate the fixation of the amount of his monthly subscription in each year to the Secretary.

(4) The amount of subscription fixed may be enhanced or reduced once at any time during the course of a year:

Provided that when the amount of subscription is so reduced, it shall not be less than the maximum prescribed in sub-rule (1):

Provided further that if a subscriber is on duty for a part of a month and on leave for the remainder of that month and if he has elected not to subscribe during leave, the amount of subscription payable shall be proportionate to the number of days spent on duty in that month.

**11. Realization of subscriptions.** The Board shall have power to deduct from the emoluments of any subscriber the subscription due from him and the principle and interest on the advance, if any, made to him from the Fund.

**12. Interest.** The Board shall pay to the credit of the account of a subscriber interest on the amount at his credit in the Fund at such rate, not below the current rate of interest on Post Office Savings Bank Deposits, as the Board may from time to time prescribe.

(2) Interest shall be credited with effect from the last day in each year in the following manner, namely: -

- (i) on the amount of the credit of a subscriber on the last day of the preceding year less any sums withdrawn during the current year-interest for twelve months;
- (ii) On sums withdrawn during the current year-interest from the beginning of the current up to the last day of the month preceding the month of withdrawal;
- (iii) On all sums credited to the subscribers account after the last day of the preceding year, interest from the date of deposit up to the end of the current year;
- (iv) The total amount of the interest shall be rounded to the nearest whole rupee, fifty paise rounding at the next higher rupee:

Provided that when the amount standing to 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 standing to the credit of the subscriber becomes payable.

(3) In this rule, the date of deposit shall, in the case of recovery from emoluments, be deemed to be the first day of the month in which it is recovered:

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 towards the Fund, the interest on such subscription shall be payable from the month in which the pay or leave salary of the subscriber was due under the rules, irrespectively of the month in which it was actually drawn.

**13. Advances from the Fund.** (1) The Chairman may sanction the payment to any subscriber of an advance consisting of a sum of whole rupees and not exceeding in amount three months pay or half the amount standing to his credit in the Fund, whichever is less, for one or more of the following purposes: -

- (a) to pay expenses in connection with the illness or a disability, including their necessary, the traveling expenses of the subscriber or any person actually dependent on him;
- (b) to meet the cost of higher education, including where necessary, the traveling expenses of the subscriber or any person actually dependent on him in the following cases, namely:-
  - (i) For education outside India for an academic, technical, professional or vocational course beyond the High School stage; and
  - (ii) For any medical, engineering or other technical or specialized course in India beyond the High School stage,

provided that the course of study is for nor less than three years;

- (c) to pay obligatory expenses on a scale appropriate to the status which by customary usage the subscriber has to incur in connection with marriages, funerals or other ceremonies of himself or of his children or of any other person actually dependent on him;

Provided that the condition of actual dependent shall not apply in the case of a son or daughter of the subscriber:

Provided further that the condition of actual dependence shall not apply in the case of an advance required to meet the funeral expenses of the parent of a subscriber.

- (d) 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 purporting to be done by him in the discharge of his official duty, the advance in this case being available in addition to any advance admissible for the same purpose from any other Govt. source;

Provided that the advance under the 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 duty or against the Board in respect of any condition of service or penalty imposed on him;

- (e) to meet the cost of his defense where the subscriber is prosecuted by the Board in any court of law or where the subscriber engages a legal practitioner to defend himself in an enquiry in respect of any alleged official misconduct on his part.

(2) An advance shall not except for special reasons to be recorded in writing be granted to any subscriber in excess of the limit laid down in sub-rule (1) or until repayment of the last instalment of any previous advance (together with interest thereon).

(3) The Chairman may delegate his powers under this rule to the Secretary to such extent as he deems fit.

Note: For the purpose of this rule, pay includes dearness pay, where admissible.

14. **Recovery of advances.** (1) 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 and more than twenty four. In special cases where the amount of advance exceeds three month's pay of the subscriber under sub-rule (2) of rule 13, the sanctioning authority may fix such number of instalments to the more than twenty four but in no case more than 36. A subscriber may, at his opinion, repay more than one instalment in a month. Each

instalment shall be a number of whole rupees, the amount of the advance being raised or reduced, if the necessary, to admit of the fixation of such instalments.

(2) Recovery shall be made in the manner in prescribed in the Rule 11 for the realization of subscriptions, and shall commence, with the issue of pay for the month following the one in which the advance was drawn.

(3) Recovery shall not be made, except with the subscriber's consent while he is in receipt of subsistence grant or is on leave other than earned leave of less than 30 day's duration. The recovery 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.

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

(5) (a) After the principal of the advance has been fully repaid, interest shall be paid thereon at the rate of one-fifth per cent of the principal for each month or broken portion of a month during the period between the drawal and complete repayment of the principal.

(b) interest shall ordinarily be recovered in one installment in the month after complete repayment of the principal; but if the period referred to in clause (a) exceeds twenty months, interest may, if the subscriber so desires, be recovered in two equal monthly installments. The method of recovery shall be that prescribed in sub-rule (2). Payment shall be rounded to the nearest rupee in the manner prescribed in clause (iv) of sub-rule (2) of rule 12.

(6) If an advance has been granted to a subscriber and drawn by him and the advance in subsequently disallowed before repayment is completed, the whole or balance of the amount withdrawn shall, with interest at the rate provided in rule 12, forthwith be repaid by the subscriber to the Fund, or in default, be ordered to be recovered by deduction from the emoluments of the subscriber in a lump sum or in monthly instalments not exceeding twelve as may be directed by the authority competent to sanction an advance for the grant of which special reasons are required under sub-rule (2) of rule 13.

(7) Recoveries made under this rule shall be credited as they are made, to the subscriber's account in the Fund.

**15. Wrongful use of advance.** Notwithstanding, anything contained in these rules, if the sanctioning authority is satisfied that money drawn as an advance from the Fund under rule 13 has been utilized for a purpose other than that for which sanction was given to the drawal of the money, the amount in question shall, with interest at the rate provided in rule 12, forthwith be repaid \* by the subscriber to the Fund, or in default, be ordered to be recovered by deduction in one lump sum from the emoluments of the subscriber even if he be on leave. If the total amount to be repaid be more than half the subscriber's emoluments, recoveries shall be made in monthly installments of moieties of his emoluments till the entire amount be repaid by him.

Note :- The term 'emoluments' in this rule does not include subsistence grant.

**16. Withdrawals from the Fund.** Subject to the condition specified herein, withdrawals may be sanctioned by the Chairman, at any time after the completion of twenty years of service (including broken periods of service, if any) of a subscriber or 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) meeting the cost of higher education including where necessary, the traveling expenses of any child of the subscriber actually dependent on him in the following cases namely :-
  - (i) For education outside India for academic, technical, professional or vocational course beyond the High School stage ; and
  - (ii) For any medical, engineering or other technical or specialized course in India beyond the High School stage, provided that the course of study is for not less than three years.
- (b) meeting the expenditure in connection with the marriage of a son or a daughter of the subscriber and if he has no daughter, of any other female relation dependent on him ;
- (c) meeting the expenditure in connection with the illness, \* including where necessary, the traveling expenses of the subscriber or any person actually dependent on him ; and
- (d) building or acquiring a suitable house for his residence including the cost of the site, of repaying any outstanding amount of the loan expressly taken for this purpose or reconstructing, or making addition or alterations to a house already owned or acquired by a subscriber ;
- (e) purchasing a house site or repaying any outstanding amount on account of loan expressly taken for this purpose.
- (f) For constructing a house on a site purchased utilizing the sum withdrawn under clause (e).

Note :-- A subscriber who has availed himself of an advance under the scheme of the Board for the grant of advance for house building purposes, or has been allowed any assistance in this regard from any other source, shall be eligible for the grant of final withdrawal under clauses (d), (e) and (f) for the purposes specified therein and also for the purpose of repayment of any loan taken under the aforesaid scheme subject to the limit specified in the proviso to sub-rule (1) of rule 17.

**17. Conditions for withdrawal.** (1) Any sum withdrawn by a subscriber at any one time for one or more of the purposes specified in rule 16 from the amount standing to his

credit in the Fund shall not ordinarily exceed one-half of such amount or six month's pay, whichever is less. The Chairman may, however, sanction the withdrawal of an amount in excess of this limit upto three-fourths of the balance at his credit in the Fund. Having due regard to (1) the object for which the drawal is being made, (ii) the status of the subscriber, and (iii) the amount to his credit in the Fund.

Provided that in the case of subscriber, who has availed himself of an advance from the Board for the grant of advances for house building purposes, or has been allowed any assistance in this regard from any other source, the sum withdrawn under this sub-rule with the amount of advance taken from the Board or the assistance taken from any other source shall not exceed Rs.75,000 or five years' pay, whichever is less.

(2) A subscriber who has been permitted to withdraw money from the Fund under rule 16 shall satisfy the Chairman within a reasonable period as may be specified by that authority that the money has been utilized for the purpose for which it was withdrawn, and if he fails to do so, the whole of the sum so withdrawn or so much thereof as has not been applied for the purpose for which it was withdrawn shall forthwith be repaid by the subscriber in one lump sum together with interest thereon at the rate determined under rule 12, and in default of such payment, it shall be ordered by the Chairman to be recovered from his emoluments either in a lump sum or in such number of monthly instalments, as may be determined by the Chairman.

**18. Conversion of an advance into a withdrawal.** A subscriber who has already drawn or may draw in future an advance under rule 13 for any of the purposes specified in clauses (a), (b) and (c) of rule 16, may convert, at his discretion by written request addressed to the Secretary, through the sanctioning authority, the balance outstanding against it into a final withdrawal on his satisfying the conditions laid down in rules 16 and 17.

**19. Final withdrawal of accumulations in the Fund.** When a subscriber quits the service, the amount standing to his credit in the Fund shall become payable to him.

Provided that the subscriber, who has been dismissed from the service and is subsequently reinstated in the service shall, if required to do so by the Board, repay any amount paid to him from the Fund in pursuance of this rule, with interest thereon at the rate provided in rule 12 in the manner provided in the proviso to rule 20.

**Explanation I.** A subscriber who is granted refused leave shall be deemed to have quitted the service the date of compulsory retirement or on the expiry of an extension of service.

**Explanation II.** A subscriber, other than one who is appointed on contract or one who has retired from service and is subsequently re-employed, with or without a break in service, shall not be deemed to quite the service, when he is transferred without any break in service to a new post under a State Government or in another department of the Central Government (in which he is governed by another set of provident Fund Rules), and

without retaining any connection with his former post. In such a case, his subscriptions together with interest thereon shall be transferred.

- (a) if the new post is in another department of the Central government, to his account in the Provident fund in that Department in accordance with the rules of that fund, or
- (b) if the new post is under a State Government, to a new account under the State Government concerned, provided that the State Government consents, by general or special order to such transfer of subscriptions and interest.

They shall hold good in cases of retrenchments followed by immediate employment.

Note:- Transfers shall include cases of resignations from service in order to take up appointment in another department of the Central Government or under the State Government without any break and with proper permission of the competent authority. In cases where there has been a break in service, such break shall be limited to the joining time allowed on transfer to a different station.

**Explanation III.** When a subscriber is transferred, without any break, to the service under another statutory body owned or controlled by Government, the amount of subscriptions under his existing account together with interest thereon, shall not be paid to him but shall be transferred, with the consent of that body, to his new Provident fund account under that body.

Note:- Transfers shall include cases of resignation from service in order to take up appointment under another statutory body owned or controlled by Government without any break and with proper permission of the competent authority. The time taken to join the new post shall not be treated as a break in service if it does not exceed the joining time admissible to a person on transfer from one post to another.

**20. Retirement of subscriber.** When a subscriber-

- (a) has proceeded on leave preparatory to retirement, or
- (b) while on leave, has been permitted to retire or been declared by a competent authority to be unfit for further service; the amount standing to his credit in the Fund shall, upon application made by him in that behalf to the Secretary, 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 12 by instalments or by recovery from his emoluments or otherwise, as may be directed by the authority competent to sanction an advance for the grant of which, special reasons are required under sub-rule(2) of rule 13.

**21. Procedure on death of subscriber.** On the death of a subscriber before the amount standing to his credit has become payable, or where the amount has become payable, before payment has been made:

- (i) when the subscriber leaves a family-
  - (a) if a nomination made by the subscriber in accordance with the provisions of rule 7 or of the corresponding rule heretofore in force in favour of a member or members of his family subsist, 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;
  - (b) 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 the nomination does not relate, as the case may be, shall, notwithstanding any nomination 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-

- (i) son who have attained majority;
- (ii) sons of a deceased son who have attained majority;
- (iii) married daughter 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 clauses (i), (ii), (iii) and (iv):

Provided further that the widow or widows and the child or children of a deceased son shall receive between them in equal parts only the share which that son would have received if he had survived the subscriber and had been exempted from the provisions of clause (1) of the first proviso.

- (ii) when the subscriber leaves no family, if a nomination made by him in accordance with the provisions of rule 7 or of the corresponding rule heretofore in force in favour of any person or 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 nominee or nominees in the proportion specified in the nomination.

**22. Manner of payment of amount in the Fund.** (1) when the amount standing to the credit of a subscriber in the Fund becomes payable, it shall be the duty of the Secretary to make payment on receipt of a written application in this behalf as provided in sub-rule (2).

(2) Any person who desires to claim payment under this rule shall send a written application in that behalf to the Secretary.

**23. Finance and accounts.** (1) All sums paid into the Fund under these rules shall be accounted for in the books of the Board in an account called "The rubber Board General provident Account".

(2) such accounts shall be examined and audited annually, by the auditors appointed under the Act.

(3) All expenses of the fund shall be met by the Board from the income of the fund as the Board may direct.

(4) Moneys required for current expenditure with the exception of petty cash and surplus moneys shall be kept in current account in the State Bank of India or its subsidiaries or other banks approved by the Central Government.

(5) moneys in the fund not required for current expenditure may be invested in Trustee Securities or Treasury Savings Deposits Certificates or National Savings Certificates to the extent permissible or in fixed deposits in banks approved by the Central government.

(6) Cheques for withdrawals from the current account and all orders for making deposits or investments or withdrawal of the same or the disposal in any other manner of the moneys in the Fund shall be signed by the finance and Accounts Officer of the Board or in his absence by the Accountant of the Board and countersigned by the Chairman or the Development Officer of the Board provided that where the amount covered by such cheque or order does not exceed Rs. 5,000/- such cheque or order may be countersigned by the Secretary or any officer of the Board duly authorized by the Chairman.

**24. Annual statement of accounts to be supplied to subscriber.**

As soon as possible after the close of each year, the Secretary shall send to each subscriber a statement of his account in the fund showing the opening balance as on the 1<sup>st</sup> April of the year, the total amount credited or debited during the year, the total amount of interest credited as on the 31<sup>st</sup> March of the year and the closing balance on that date. The Secretary shall attach to the statement of account a query whether the subscriber-

- (a) desires to make any alteration in any nomination made under rule 7;
- (b) has acquired a family in case where the subscriber has made no nomination in favour of a member of his family under the proviso to sub-rule (1) of rule 7.

(2) Subscribers should satisfy themselves as to the correctness of the annual statement and errors, if any, should be brought to the notice of the Secretary within three months from the date of receipt of the statement.

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

**25. Interpretations.** If any question arises relating to the interpretation of these rules, the same shall be decided by the Board.

**THE SCHEDULE**  
**[ Rule 7 (3) ]**  
**FORMS OF NOMINATION**

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

I hereby nominate the person mentioned below, who is a member of my family as defined in rule 2 of the Rubber Board ( General Provident fund) Rules, 1966 to receive the amount that may stand to my credit in the Fund, in the event of my death before that amount has become payable, or having become payable, has not been paid.

Name and address of nominee	Relationship with subscriber	Age	Contingencies on the happening of which the nomination shall become invalid	Name, address and relationship of the person/persons, if any, to whom the right of the nominee shall pass in the event of his predeceasing the subscriber

Dated this .....day of.....19.....at.....

Signature of the Subscriber

Two witnesses to signature

1.....

2.....

II. 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 ad defined in rule 2 of the Rubber Board ( General Provident Fund) Rules, 1966 to receive the amount that may stand to my credit in the fund, in the event of my death before that amount has become payable, or having become payable has not bee paid, and direct the said amount shall be distributed among the said persons in the manner shown against their names:-

Name and address of the nominee	Relationship with subscriber	Age	Amount or share of accumulations to be paid to each	Contingencies on the happening of which the nomination shall become invalid	Name, address and relationship of the person/persons, if any, to whom the right of the nominee shall pass in the event of his predeceasing the subscriber

Dated this..... day of.....19.....at.....

Signature of Subscriber

Two witnesses to signature

1.....

2.....

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- The column should be filled in so as to cover the whole amount that may stand to the credit of the subscriber in the Fund at any time.

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

I having no family as defined in rule 2 of the Rubber Board ( General Provident Fund) Rules, 1966 hereby nominate the person mentioned below to receive the amount that may stand to my credit in the Fund in the event of my death before that amount has become payable, or having become payable, has not been paid:-

Name and address of the nominee	Relationship with subscriber	Age	Contingencies on the happening of which the nomination shall become invalid	Name , address and relationship of the person / persons, if any, to whom the right of nominee shall pass in the event of his predeceasing the subscriber

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Dated this.....day of.....19.....at.....

Signature of Subscriber

Two witnesses to signature

1. ....
2. ....

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

I, having no family as defined in rule 2 of the Rubber Board ( General Provident Fund) Rules, 1966, hereby nominate the persons mentioned below to receive the amount that may stand to my credit in the Fund, in the event of my death before that amount has become payable, or having become payable, has not been paid and direct that the said amount shall be distributed among the said persons in the manner shown below against their names:

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When a subscriber who has no family makes a nomination, he shall specify in this column that the nomination shall become invalid in the event of his subsequently acquiring a family.

Name and address of nominee	Relationship with subscriber	Age	*Amount or share of accumulations to be paid to each	Contingencies on the happening of which the nomination shall become invalid	Name, address and relationship of the person/persons, if any to whom the right of the nominees shall pass in the event of his pre-deceasing the subscriber

Dated this.....day of.....19.....at.....

Signature of Subscriber

Two witnesses to signature

1. ....
2. ....

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- This column should be filled in so as to cover the whole amount that may stand to the credit of the subscriber in the Fund at any time.
  - Where a subscriber who has no family makes nomination, he shall specify in this column that the nomination shall become invalid in the event of his subsequently acquiring a family.