



THE GAZETTE OF INDIA



**MINISTRY OF SURFACE TRANSPORT  
(Ports Wing)  
New Delhi, the 23rd May, 1988**

**NOTIFICATION**

G.S.R. 637(E) In exercise of the powers conferred by sub-section (i) of section 124, read with sub-section (1) of Section 132 of the Major Port Trusts Act, 1963 (38 of 1963), the Central Government hereby approves the Calcutta Port Trust Contributory Provident Fund Regulations, 1988 made by the Board of Trustees for the Port of Calcutta and set out in the Schedule annexed to this notification.

2. The said regulations shall come into force on the date of publication of the notification in the Official Gazette.

(YOGENDRA NARAIN  
Joint Secretary to the Govt. of India.  
(F.No.PW/PER-30/85-PE.I)

**SCHEDULE**

**Calcutta Port Trust Contributory Provident Fund Regulations**

**Chapter - I**

**Preliminary -** In exercise of the Powers conferred by Clause (b) of Section 28 read with Section 124, of the Major Port Trusts Act, 1963 (Act 38 of 1963) and in supersession of all previous Rules, Regulations, Bye Laws framed in this respect except things done or omitted to be done under the said rules, regulations or bye laws before such supersession, the Board of Trustees of the Port of Calcutta hereby makes the following regulations, namely :-

**Regulation :**

1. Short Title and commencement : These Regulations may be called the Calcutta Port Trust Contributory Provident Fund Regulations, 1989.
2. Extent of application : These Regulations shall apply to the employees of the Board of

Trustees of the Port of Calcutta including Haldia Dock Complex who are members of Contributory Provident Fund or who may be admitted to membership of the Fund under the provisions of these Regulation.

3. Definition : In these Regulations, unless the context otherwise requires :-

- a. **"Trustees"** shall mean a Board of three Trustees consisting of the Chairman, Deputy Chairman and Financial Adviser & Chief Accounts Officer of the Calcutta Port Trust, ex-officio, who shall be responsible to the Calcutta Port Trust for the conduct of the Fund in accordance with the Regulations herein after laid down.
- b. **"Chairman"** shall mean the Chairman for the time being of the Calcutta Port Trust.
- c. **"Deputy Chairman"** shall mean the Deputy Chairman for the time being of the Calcutta Port Trust.
- d. **"Financial Adviser & Chief Accounts Officer"** shall mean the Financial Adviser & Chief Accounts Officer for the time being of the Calcutta Port Trust.
- e. **"Senior Accounts Officer"** shall mean the officer to whom the duty to maintain the Provident Fund Accounts of the subscribers has been assigned subject to the control of the Trustees of the Fund.
- f. **"Pay"** shall mean the amount as defined in Rule 9 (21) of the Fundamental Rules drawn monthly by an employee and includes Dearness Allowance, Incentive Payment and any other allowance if such an allowance or allowances and payments are allowed to be counted as pay for the purpose of Provident Fund subscription by the Board of Trustees of the Port of Calcutta.
- g. **"Dependant"** shall mean -

any of the following relatives of the subscriber, namely the wife, parent, child, minor brother, unmarried sister and deceased son's widow and child and where no parent of the subscriber is alive, a paternal grand parent. Provided that if a subscriber proves that his wife has been judicially separated from him or has ceased under the customary law of the community to which he belongs to be entitled to maintenance shall thenceforth be deemed to be no longer a dependant in matters to which these regulations relate unless the subscriber intimates to the Financial Adviser and Chief Accounts Officer in writing that she shall continue to be so regarded and in the case of a female subscriber, if she, by a notice in writing to the Financial Adviser & Chief Accounts Officer expresses her desire to exclude her husband from the list of dependants her husband shall thenceforth be deemed to be no longer a dependant of the subscriber in matters to which these regulations relate unless the subscriber subsequently cancels

such notice in writing.

**NOTE :** Child means a legitimate child and includes an adopted child, where adoption is recognized by the personal law governing the subscriber.

- h. "[Service](#)" shall mean the following periods of continuous service any or all of which may be recognised for determining the employee's total qualifying service :-
  - i. Permanent service.
  - ii. Any authorised leave of absence, excepting post-superannuation or refused leave with or without allowances.
  - iii. Temporary service of any kind if followed without any break by permanent service.
  - iv. Any period of foreign service.
- i. Class I, Class II, Class III and Class-IV posts shall have the same meaning as assigned to them in the Calcutta Port Trust Employees' (Pension) Regulations, 1985.
- j. "[Fund](#)" shall mean the Calcutta Port Trust Contributory Provident Fund.
- k. "[Year](#)" shall mean the financial year.
- l. "[Family](#)" shall mean -
  - i. In the case of a male subscriber the wife or wives and children or step children of a subscriber.
  - ii. In the case of a female subscriber, the husband and children of the subscriber.
  - iii. Parents, sisters and minor brothers wholly dependent on the subscriber.

## **CHAPTER-II** **Management, Accounts and Investment**

### **Regulation :**

- 4. **Management** : The Fund shall be managed by the Senior Accounts Officer who shall conduct its affairs subject to the control of the Trustees of the Fund.

5. **Operation of the Fund** : All sums paid into the Fund under these Regulations shall be credited into a separate account with the State Bank and shall not be merged in the general account of the Calcutta Port Trust. This separate account shall be operated over the joint signature of the Chairman or the Deputy Chairman and the Financial Adviser & Chief Accounts Officer. The expenses of management shall be borne by the Calcutta Port Trust.
6. **Investment** : All moneys, not immediately required for the purpose of the Fund shall, from time to time be invested by the Trustees of the Fund in the Promissory Notes, Debentures, Stock or other Securities of the Central Government or any State Government or in debentures or other Securities for money issued under the authority of any Act of Legislature established in India, by or on behalf of any Municipal Body, Port Trust or City Improvement Trust in any Presidency town or in debenture bonds or other securities, both the principal whereof and the interest whereon shall have been fully and unconditionally guaranteed by either the Central or State Government or in fixed deposits with the State Bank of India and its subsidiaries and/or with any other nationalised Bank and the restrictions contained in Section 20A of the Indian Trustees Act 1882 (II of 1882) shall not apply to any such investments. The Securities purchased and the fixed deposits made by the Trustees of the Fund shall be held in the name of the Fund and such securities may be sold or the fixed deposits may be realised from time to time under the joint signatures of the Chairman or Deputy Chairman and the Financial Adviser & Chief Accounts Officer in order to raise such sum of sums as may be required for the purpose of the Fund.
7. **Annual Audit of Accounts** : The accounts of the Fund in which the value of all Securities held shall be assessed at the market values ruling on the 31st March, of each year, shall be closed as at 31st March in each year and audited annually by a Chartered Accountant or a firm of chartered accountants to be appointed by the Board of Trustees of the Port of Calcutta with the approval of the Trustees of the Fund.
8. **Annual Report** : An annual report accompanied by the certified accounts for the year shall be made by the Senior Accounts Officer as soon after the year's working as possible, which shall be submitted to the Board of Trustees of the Port of Calcutta and each subscriber shall be furnished as soon as possible with an annual statement of his/her account.
9. **Calcutta Port Trust's Liability to the Fund** : The Calcutta Port Trust will accept liability for any deficiencies found in the Fund at the time of yearly audit whether from depreciation of securities or other cause or causes and will pay the amount of deficiency or any portion of that amount on, and in accordance with, the demand of the Trustees of the Fund if the Trustees consider the payment of a part or the whole amount is advisable either to meet claims payable under the Regulations of the Fund or for the security of the subscribers.

**CHAPTER-III**  
**Membership and Nomination**

**Regulation :**

10. **Membership-conditions** : No employee of the Calcutta Port Trust will be admitted to membership until he/she has been granted a "Fit" certificate by the Calcutta Port Trust's Medical Officer.

11. **Compulsory Membership** : Membership shall be compulsory for :-

- a. Any permanent employee, not being an 'A' Category Shore Worker, who joined the Calcutta Port Trust's service on or after the 1st April, 1924 but before the 1st June, 1962 and any 'A' Category Shore Worker who joined the Calcutta Port Trust's service before the 1st July 1966.

**NOTE:** For the purpose of these regulations "Permanent employee" includes -

- i. An employee who has been confirmed in a post appearing in the Calcutta Port Trust's Schedule of Establishment.

or

- ii. An employee who has been appointed on promotion to a permanent vacant post appearing in the said schedule;

or

- iii. An employee appointed to a post appearing in the said Schedule which is temporarily vacant on account of the permanent incumbent having proceeded on leave preparatory to retirement, or on account of the permanent incumbent having been appointed to act in another post in a chain of arrangements in place of an employee on leave preparatory to retirement provided that if such employee is transferred before confirmation, the employee who succeeds him/her shall not be considered to be a permanent employee until the transferred employee has also become a permanent employee under Clauses (i) or (ii) above.

- b. Any temporary employee who entered the Calcutta Port Trust's service before the 1st June 1962, on completion of the year's continuous service.

12. **Optional Membership** :

Membership shall be optional for the following employees, but an employee who has once exercised his/her option of joining the Fund may not afterwards change his/her decision :-

- a) The Chairman of the Calcutta Port Trust.
- b) Employee appointed on short-term contract whose admission to membership is approved by the Board of Trustees of the Port of Calcutta.
- c) Employees of the Calcutta Dock Labour Board absorbed in service of the Board of the Trustees of the Port of Calcutta Provided they have been on Contributory Provident Fund terms under the Calcutta Dock Labour Board.

13. **Nomination - conditions :**

- 1) A subscriber shall, at the time of joining the Fund, send to the Senior Accounts Officer, through the establishment concerned on which he is borne, a nomination conferring on a dependant or dependants and if he/she has no dependants within the meaning of Regulation 3(g), any one person or more persons the right to receive the whole or any portion of the total amount that may stand to his/her credit in the Fund including any special contribution admissible under Regulation 19 in the event of his/her death before that amount has become payable or having become payable, has not been paid.
- 2) The nomination made by a subscriber in favour of any person other than a dependant shall be treated as null and void if the subscriber acquires any dependant subsequently by marriage even if he/she does not cancel the aforesaid nomination in accordance with Regulation 13 (4).
- 3) If a subscriber nominates more than one person under sub regulation (1) , he/she 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/her credit in the Fund at any time.
- 4) All nominations must be in writing and in Form I, annexed hereto, duly signed by the subscriber and attested by two witnesses and must be sent to and registered in the office of the Senior Accounts Officer, where they shall be retained for record. The nominee so registered shall be and remain, until he/she dies or until the subscriber's nomination has been revoked in the manner hereinafter mentioned fully entitled to receive and give discharge for such amount as the subscriber has nominated him/her to receive.
- 5) A subscriber may, at any time, cancel a nomination when a complete cancellation in **Form II**, annexed hereto, has been made by the hand of the subscriber and attested by two witnesses duly registered in the office of the Senior Accounts Officer. The subscriber shall, along with such cancellation form, send a fresh nomination made in accordance with the provisions of sub-regulation (3) above.
- 6) Immediately on the death of a nominee or on the occurrence of any event by

reason of which the nomination becomes invalid, the subscriber shall, send to the Senior Accounts Officer, a cancellation form as per sub-regulation (4) together with a fresh nomination made in accordance with the provisions of this Regulation.

- 7) Every nomination made and every notice of cancellation given, by a subscriber shall, to the extent it is valid, take effect on the date on which it is received by the Senior Accounts Officer.
- 8) Marriage or re-marriage of a subscriber who is not a Hindu, Mohammedan, Buddhist or other person exempted from the operation of the Indian Succession Act, 1925 (XXXIX), shall render null and void any nomination already submitted by him/her.
- 9) Payment made to a nominee registered as aforesaid shall be a full discharge to the Trustees of the Fund, provided that before the death of the subscriber the existing nomination has not been cancelled and a fresh nomination received by the Senior Accounts Officer for registration.

#### **CHAPTER -IV**

#### **Subscriptions, Special Contribution and Interest**

##### **Regulation -14 : Compulsory subscription :**

- 1) Every subscriber shall subscribe monthly to the Fund one tenth of his/her pay.
- 2) Subscription shall be recovered every month by deduction from salary bills. Subscriptions recoverable from a subscriber at the rate of one tenth of pay shall be calculated to the nearest rupee, the pay for the purpose of such calculation being reckoned to the nearest rupee.

Explanation : The expression "nearest rupee" means the next higher rupee if the fraction is half or more and the next lower rupee if the fraction is less than half of a rupee.

##### **Regulation -15. Subscription during leave, deputation, suspension etc.:**

- 1) The subscription of any subscriber when he/she is absent either on leave of any kind, excepting post-superannuation leave, or on deputation, shall be assessed during the period of his/her absence on the full pay of his/her substantive appointment, but it shall be optional for him/her to discontinue the subscriptions during leave which either does

not carry leave salary or carries leave salary equal to or less than half pay or half average pay. On his/her return to duty the subscriber will have the option to subscribe each month in addition to his/her normal subscription, the difference between the maximum monthly subscription which he/she actually made. The subscriber shall intimate by written communication to the Head of his/her office the course which he/she wishes to adopt at the time of submitting his/her leave application, and in the absence of any such written communication to the contrary, subscription will be assessed on the full pay of his/her substantive appointment. The option of a subscriber intimated under this sub regulation shall be final.

- 2) The subscription of a subscriber while absent on deputation shall be assessed during the period of his/her absence due to deputation on the pay he/she would have drawn but for such deputation.
- 3) Notwithstanding anything contained in sub-regulation (1), a subscriber shall not subscribe to the Fund for the month in which he/she quits service, unless before the commencement of the said month, he/she communicates to the Head of office in writing his/her option to subscribe for the said month.

#### Subscription during suspension :

- 4) A subscriber shall not subscribe to the Fund during a period of suspension. Provided that a subscriber on reinstatement after a period passed under suspension shall be allowed the option of paying in one sum; or in installments, any sum not exceeding the maximum amount of arrears of subscriptions permissible for that period.

**Note:** A subscriber need not subscribe during a period treated as 'dies-non'.

#### **Regulation 16 : Voluntary subscription**

- 1) Voluntary subscriptions may, on at least one month's notice being given to the Sr. Accounts Officer, be made by subscribers at the rate of 1 2/3rd%, 5%, 8 1/3%, 10%, 12 1/2%, 15% of pay per month the amount of subscription being calculated to the nearest rupee.
- 2) Additional voluntary subscriptions may be discontinued on at least one month's notice being given to the Sr. Accounts Officer, by the subscriber concerned.

#### **Regulation 17 : Calcutta Port Trusts contribution**

The Calcutta Port Trust shall make a contribution at the rate of 100% on a subscriber's compulsory subscription as at 31st March each year.

Provided that if a subscriber quits the service or dies during a year, contribution shall be credited to his/her account for the period between the close of the preceding year and the date of the casualty.



Provided further that no contribution shall be payable in respect of any period for which the subscriber is permitted under the regulations not to, or does not, subscribe to the Fund.

**Regulation 18 :**

- 1) Interest shall be credited to a subscriber's account (including voluntary subscription) as at 31st March each year at such rate as the Board of Trustees of the Port of Calcutta may from time to time decide by a resolution in meeting calculated on the monthly balance at the credit of each subscriber compounded yearly.
- 2) The total amount of interest shall be rounded to the nearest rupee in the manner provided in Regulation 14 (2).

**Regulation 19 : Special contribution**

- 1) A subscriber holding a class I or Class II post whose service as defined in regulation 3(h), is certified by his/her Head of the Department as being good, efficient and faithful on his/her leaving service on :
  - a. Completion of 20 years of qualifying service by giving notice of not less than three months in writing to the appointing authority.
  - b. Attainment of the age of 50 years provided not less than 15 years service has been completed, or
  - c. Retirement on account of permanent incapacity due to bodily or mental infirmity or on grounds accepted by the Calcutta Port Trust as good and sufficient reason for retirement, or
  - d. Abolition of appointment due to a reduction of establishment if other suitable employment cannot be found for him/her provided that this clause shall apply to temporary employees only when fifteen years of service has been completed. The Chairman or Deputy Chairman may order that in addition to the contributions made under Regulation 17, the subscriber's Provident Fund Account shall be credited with as Special Contribution calculated in the manner as laid down in Sub-regulation (3) below .
- 2) If a subscriber holding a Class III or a Class IV post quits service.
  - a. After completion of 15 years' service on being dismissed or after completion of 10 years' service for any reason whatsoever,
  - b. On retirement on account of permanent incapacity due to bodily or mental infirmity or on grounds accepted by the Calcutta Port Trust as good and sufficient reason for retirement, or
  - c. On abolition of appointment due to a reduction of establishment if other suitable employment cannot be found for him/her provided that this clause shall apply to

temporary employees only when 10 years' service has been completed, and

- d. If in the case of a subscriber who has not completed 15 years' service, the Head of the Department has certified his/her service as having been good, efficient and faithful

The Chairman or Deputy Chairman may order that in addition to the contributions made under Regulation 17, the subscribers' Provident Fund Account shall be credited with a special contribution calculated in the manner as laid down in Sub-regulation (3) below .

Provided that, in the event of termination or employment of a subscriber holding Class I, Class II, Class III or Class IV post on account of dismissal after completion of 15 years' service, the Chairman or Deputy Chairman may order that full amount of loss, if any, which may have caused to the Calcutta Port Trust as a result of the mis-conduct on the part of the subscriber leading to his dismissal, shall be deducted from the amount of special contribution that may be payable to the subscriber, and if the latter amount is insufficient for the purpose, then the balance shall be recovered from the Calcutta Port Trust's Contribution payable to the member under Regulations 17,

- 3) The special contribution shall be half a month's pay drawn by a subscriber immediately before his/her retirement or on the date of his/her death for each year of qualifying service subject to a maximum of 16 1/2 month's pay or Rs.50,000/- whichever is less. Provided that piece-rate earnings, incentive payment and other such payments under payment by result schemes which are treated as pay shall be reckoned with reference to such earnings drawn during the last twelve complete months. Provided further that for any subscriber who has reverted from a substantive post to a lower paid post the amount of special contribution shall be calculated as under :

$(N-n) P/2 + nP/2$  or  $NP/2$  whichever is greater subject to a maximum of 33 years for N and a maximum of Rs.50,000/- for the special contribution.

**Note :** In the above formula -

N= total number of years of qualifying service.

n= number of years of qualifying service completed at the time of reversion,

P= pay drawn at the time of retirement,

p= pay drawn at the time of reversion.

- 4) If a subscriber dies while in service, the Chairman or Deputy Chairman may order that in addition to the contributions made under Regulation 17, the subscriber's contribution account shall be credited with a special contribution calculated in the manner prescribed under Sub-regulation (3) as if the member had on the date of his death quitted the Calcutta Port Trust's service on retirement on account of permanent incapacity, provided that if the subscriber had completed 5 years' qualifying service, the special contribution so credited shall not be less than twelve months' pay.

- 5) The qualifying service as on the date of intended retirement of any subscriber retiring after completion of 20 years' qualifying service, by giving notice of not less than three months in writing to the appointing authority or retiring under Clause (k) of Rule 56 of the Fundamental Rules, with or without permission, shall for the purpose of calculation of special contribution, be increased by the period not exceeding five years, subject to the condition that the total qualifying service rendered by the subscriber does not in any case exceed thirty-three years and it does not take him beyond the date of superannuation. The increase not exceeding five years in the qualifying service shall not be admissible to a subscriber who is prematurely retired by the Board of Trustees for the Port of Calcutta for being ascribed permanently in an autonomous body or a public sector undertaking to which he/she is on deputation at the time of seeking voluntary retirement.
- 6) The amount of special contribution payable to a subscriber to whom the Payment of Gratuity Act, 1972 (Act No.38 of 1972) applies shall not be less than the amount of gratuity admissible to him under the said Act and such a subscriber shall be eligible to special contribution subject to the conditions as laid down in the Payment of Gratuity Act, 1972 (Act No.38 of 1972) being fulfilled.
- i. Participation in a strike by a subscriber shall ordinarily entail forfeiture of service rendered by him/her prior to the strike for the purpose of calculating the special contribution admissible under this regulation, unless the Board of Trustees of the Calcutta Port Trust resolves otherwise. Service subsequent to participation in a strike shall be regarded as service qualifying for the special contribution.
  - ii. A break in service for a subscriber shall entail forfeiture of his/her service before the break for the purpose of calculating the special contribution admissible under this regulation. Provided that the Calcutta Port Trust may in special cases condone a break in service, the period of break being excluded from the amount of qualifying service for the purpose of calculating the special contribution.
  - iii. When the services of an employee are lent by the Calcutta Port Trust to a foreign employer, the latter shall in addition to the payment of the ordinary contribution to 1/10th of the pay of the employee on which he/she is entitled to subscribe as per Regulation 15(2), subscribe towards the payment of the employee's special contribution at the rate of 1/20th of the pay which the employee would have drawn from time to time if he/she had continued in the Calcutta Port Trust's service and on which he/she is entitled to subscribe as per Regulation 15(2). Such subscription shall continue for the full period of the foreign service of the employee including periods of leave granted by the foreign employer.

But in the case of a member holding temporary appointment his/her pay during

his/her temporary appointed on shall be treated as pay for the purpose of these regulation.

- iv. Regulations 19(1), 19(2), 19(3), 19(4), 19(5) and 19(7) do not apply to an employee appointed on short term contract and admitted as a subscriber of the Fund under Regulation 12 (b).

## **CHAPTER - V**

### **Advances and Withdrawals**

#### **Regulation 20 : Advances to members**

The Senior Accounts Officer may, with the approval of Financial Adviser and Chief Accounts Officer grant advance to any subscriber a sum of whole rupees and not exceeding in amount three months' pay or half the amount standing to his credit in the Fund, which ever is less, for one or more of the following purposes :-

- a) to pay expenses in connection with the illness, confinement or a disability, including, where necessary, the traveling expenses of the subscriber and members of his family or any person actually dependent on him;
- b) to meet cost of higher education, including, where necessary, the traveling expenses of the subscriber and members of his family or any person actually dependent on him in the following cases, namely :-
  - a. for education outside India for academic technical professional or vocational course beyond the High School stage and
  - b. for any medical, engineering or other technical or specialised course in India beyond the High School stage, provided that the course of study is for not less than three years;
- c) to pay obligatory expenses on a scale appropriate to the subscriber's status which by customary usage the subscriber has to incur in connection with betrothal or marriages, funerals or other ceremonies ;
- d) to meet the cost of legal proceedings instituted by or against the subscriber, any member of his family or any person actually dependent upon him, the advance in this case being available in addition to any advance admissible for the same purpose from any other Government source.

- e) to meet the cost of the subscriber's defence where he engages a legal practitioner to defend himself in an enquiry in respect of any alleged official misconduct on his part.
- f) to purchase consumer durables such as TV, VCR/VCP, washing machines, cooking range, geysers, computers etc.

NOTE :1. For the purpose of this regulation pay includes dearness pay where admissible .

NOTE : 2. In the case of a subscriber who applies for a temporary advance while he is under suspension and draws subsistence allowance instead of pay, the 'pay' for the purpose of this regulation shall be that which he drew immediately before he was placed under suspension.

NOTE : 3. When an advance has already been granted to a subscriber under this regulation, a subsequent advance may be granted to him/her under this Regulation even though the previous advance may not have been repaid in full, provided, however, that the unpaid balance of the previous advance shall be deducted from the advance subsequently granted.

NOTE : 4. The Chairman may, in special circumstances, sanction the payment to any subscriber of an advance if he is satisfied that the subscriber concerned requires the advance for reasons other than those mentioned under Regulation 20.

#### **Regulation 21 : Recovery of Advances :**

- 1) An advance made under Regulation 20(i) or 20(ii) hereof shall be recovered by not more than 30 equal monthly installments and an advance made Regulation 20(iii) hereof shall be recovered by not more than 48 equal monthly installments by deduction from the salary of the subscriber to whom it is made.

The amount of each monthly instalment shall, however, be not less than the subscriber's compulsory monthly subscription. The deduction will begin not later than the first complete month throughout which the subscriber is on duty after the advance has been made.

- 2) Recovery of an advance granted to a subscriber under Regulation 20(i), (ii) and (iii) shall not be made, except with subscriber's written consent, while he/she is in receipt of subsistence allowance.

#### **Regulation 22 : Wrongful use of advance :**

Notwithstanding anything contained in these Regulations if the sanctioning authority has reason to doubt that money drawn as an advance from the Fund under Regulation 20 has been utilised for a purpose other than that for which sanction was given to the drawal of the money, he shall communicate to the subscriber the reasons for his doubt and require him/her to explain in writing and within 15 days of the receipt of such communication whether the advance has

been utilised for the purpose for which sanction was given to the drawal of the money. If the sanctioning authority is not satisfied with the explanation furnished by the subscriber within the said period of 15 days, the sanctioning authority shall direct the subscriber to repay the amount in question to the Fund forthwith or, in default, order that the amount is to be recovered by deduction in one sum from the emoluments of the subscriber even if he/she is on leave. If the total amount to be repaid be more than half of the subscriber's emoluments, recovery shall be made in monthly installments till the entire amount is repaid by him/her.

Note: The term "emoluments "in the Regulation does not include subsistence allowance.

**Regulation 23 : Non refundable withdrawals**

Subject to the sanction of the Chairman or Deputy Chairman withdrawals may be granted to a subscriber at any time -

- A. After the completion of fifteen 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 the subscriber or any child of the subscriber 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 specialised course in India beyond the High School stage;
  - b. meeting the expenditure in connection with the betrothal/marriage of the subscriber of his sons or his daughters, and any other female relations actually dependent on him;
  - c. meeting the expenses in connection with the illness, including, where necessary, the traveling expenses of the subscriber and member of his family or any person actually dependent on him;
  - d. meeting the cost of consumer durables such as TV, VCR/VCP, washing machines, cooking range, geysers, computers, etc.
- B. During the service of a subscriber from the amount standing to his credit in the Fund for one or more of the following purposes, namely -
  - a. building or acquiring a suitable house or ready-built flat for his residence including the cost of the site or any payment towards allotment of a plot or flat

by State Housing Board or a House Building society.

- b. repaying an outstanding amount on account of loan expressly taken for building or acquiring a suitable house or ready-built flat for this residence ;
- c. purchasing a house-site for building a house thereon for his residence or repaying any outstanding amount on account of loan expressly taken for this purpose ;
- d. reconstructing or making additions or alterations to a house or a flat already owned or acquired by a sub-scriber ;
- e. renovating, additions or alterations or upkeep of the ancestral house or a house built with the assistance or loan;
- f. constructing a house on a site purchased under Clause (c).

C. Within twelve months before the date of subscriber's retirement or superannuation from the amount standing to the credit in the fund, without linking to any purpose.

NOTE : 1 Withdrawal under sub-clause (a), (d), (c) or (f) or Clause (B) shall be sanctioned only after a subscriber has submitted a plan of the house to be constructed or of the additions or alterations to be made, duly approved by the local municipal body of the area where the site or house is situated and only in cases where the plan is actually got to be approved.

NOTE : 2 The amount of withdrawal sanctioned under sub-clause (b) of Clause (B) shall not exceed  $\frac{3}{4}$ th of the balance on date of application together with the amount of previous withdrawal under sub-clause (b), reduced by the amount of previous withdrawal. The formula to be followed is  $\frac{3}{4}$ th of the balance as on date plus amount of previous withdrawal (s) for the house in question) minus the amount of the previous withdrawals(s).

NOTE : 3 Withdrawal under sub-clause (a) or (b) of Clause (B) shall also be allowed where the house-site or house is in the name of wife or husband provided he or he is the first nominee to receive Provident fund money in the nomination made by the subscriber.

NOTE : 4 Only one withdrawal shall be allowed for the same purpose under this regulation. But marriage or education of different children or illness on different occasions or a further addition or alteration to a house or flat covered by a fresh plan duly approved by the local municipal body of the area where the house or flat is situated shall not be treated as the same purpose. Second or subsequent withdrawal under sub-clause (a) or (f) clause (B) for completion of the same house shall be allowed up to the limit laid down under Note-2.

NOTE : 5 A withdrawal under this regulation shall not be sanctioned if an advance under Regulation 20 is being sanctioned for the same purpose and at the same time.

**Conditions for non-refundable withdrawal :**

- I. Any sum withdrawn by a subscriber at any one time for one or more of the purposes specified in Regulation 23 shall not exceed 75% of the balance at his credit in the fund in case of withdrawals under Clause (A) and 90% of the balance at his credit in the fund in case of withdrawals under Clause (B) of Regulation 23.
- II. The withdrawal admissible under Regulation 23C shall not exceed 90% of the amount standing to the credit of the subscriber in the fund.
- III. A subscriber who has been permitted to withdraw money from the fund under Regulation 23 shall satisfy the sanctioning authority within a period of 3 months in case of withdrawals under Clause (A) and 6 months in case of withdrawals under Clause (B) that the money has been utilised for the purpose for which it was withdrawn or the construction of the house has been commenced 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 in one lump sum by the subscriber to the Fund and in default of such payment, the subscriber will be liable for disciplinary action.
- IV. A subscriber who has been permitted under sub-clause (a) or sub-clause (b) or sub-clause (c) of Clause (B) Regulation 23 to withdraw money from the amount standing to his credit in the Fund , shall not part with the possession of the house built or acquired or house-site purchase with the money so withdrawn, whether by way of sale, mortgage (other than mortgage to the Calcutta Port Trust Authority), gift, exchange or otherwise, without the previous permission of the Sanctioning Authority :  
  
Provided that such permission shall not be necessary for -
  - (i) the house or house-site being leased for any term not exceeding three years, or
  - (ii) its being mortgaged in favour of a Housing Board , Nationalised Banks, the Life Insurance Corporation or any other Corporation owned or controlled by the Central Government which advances, loans for the construction of a new house or for making additions or alteration to an existing house.
- V. The subscriber shall submit a declaration not later than the 31st day of December of every year as to whether the house or the house-site, as the case may be, continues to be in his possession or has been mortgaged otherwise transferred or let out as aforesaid and shall, if so required, produced before the Sanctioning Authority on or before the date specified by that authority in that behalf, the original sale, mortgage or lease deed and also the documents on which his title to the property is based.
- VI. If, at any time before his retirement, the subscriber parts with the possession of the house or house-site without obtaining the previous permission of the Sanctioning Authority, he shall forthwith repay the sum so withdrawn by him in a lumpsum to the Fund, and in default of such repayment, the subscriber shall be liable for disciplinary



action. The detailed procedure for withdrawal under Regulation 23 (B) is annexed as Appendix-I of Contributory Provident Fund Regulation.

**Regulation 23 (2) :**

The purchase of a house site should be completed within 3 (three) months from the date of withdrawal. Construction should be commenced within 6 (six) months from the date of withdrawal and should be completed within a period of one(1) year from the date of commencement of construction. If, however, the house is to be purchased or redeemed or a private loan previously raised for the purpose has to be repaid, this should be done within 3(three) months from the date of withdrawal. The Chairman or Deputy Chairman may for sufficient reasons grant such extension of time for commencement or completion or construction of a house or for the purchase or redemption of a house or for repayment of a private loan previously raised for the purpose as they think fit and proper.

**Regulation 23 (3) :**

If as mentioned above the amount withdrawn is not so utilised within the prescribed time limit or it exceeds the actual expenditure or repayment as aforesaid, the whole amount or any excess as the case may be shall be refunded to the Sr. Accounts Officer, forthwith in one lump sum together with interest thereon at the prescribed rate under Regulation 18. The actual expenditure incurred in connection with the stamp, registration etc. of the deeds of conveyance, re-conveyance etc. relating to the transactions may be reckoned as part of the cost of house site and/or house. The member shall submit an annual declaration in the form prescribed for the purpose on or before the 31st March, in each year and satisfy the Chairman or Deputy Chairman, if called upon to do so, by production of tax receipts, title deeds etc. that the house or house site remains in his sole ownership and that while he is still in service he has not parted with and undertaken not to part with the possession thereof by way of transfer, sale mortgage, gift, exchange, lease or otherwise howsoever, without the previous permission of the Chairman or Deputy Chairman in writing, If the house or house site is sold or encumbered at any time before the retirement without such permission or if a breach of any of the provisions of this regulation is committed, then the amount withdrawn shall be repayable by him forthwith in one installment together with interest thereon at the abovementioned rate from the month of such withdrawal. In default such member will be liable for disciplinary action. (The detailed procedure for withdrawal under this Regulation is annexed as Appendix-I of the Contributory Provident Fund Regulations .

**Regulation 24:** Deleted

**Regulation 25 : Withdrawal of Voluntary Subscription and its repayment :**

- 1) A subscriber on giving one month's notice to the Senior Accounts Officer, may withdraw the whole or part of his/her voluntary subscription without obligation of repayment.

Where the whole of the subscriptions are withdrawn, the subscriber shall not

recommence his/her voluntary subscriptions until the commencement of the next financial year. Where part of the subscriptions only are withdrawn, a period of a least three (3) calendar months must intervene between two consecutive withdrawals and a minimum balance of Rs.50/- must be maintained in the voluntary subscription account.

- 2) Repayment may be made either in one lump sum or by monthly instalments, but if the latter method be adopted, the number of monthly instalments must not exceed twenty and the amount of each instalment must not be less than the subscriber's compulsory subscriptions.

## **CHAPTER - VI**

### **Regulation :- 26 Option, re-option and transfer from other services Member's Accounts :**

Separate accounts shall be kept for each subscriber as detailed below :

- (a) Compulsory subscription account showing the compulsory subscriptions of the member and interest thereon
- (b) Contribution account showing the Calcutta Port Trust's contributions under regulation 17 and the interest thereon.
- (c) Voluntary Subscriptions Account Showing the Voluntary subscriptions of the subscriber and interest thereon.

### **Regulation: 27 : Transfer of Accounts - Option for Pension :**

Sums at credit in the Compulsory and Voluntary Account of subscribers who have opted for pension shall be transferred to their credit in the Non-contributory Provident Fund and the same at credit in the Contribution Account shall be paid back to the Calcutta Port Trust.

### **Regulation : 28 : Transfer of Accounts Re-option for Cont. P. Fund.**

All sums in the Non-Contributory Provident Fund at the credit of subscribers who re-opt for the Fund shall be transferred to the subscriber's credit in the new Fund. The amount so transferred will carry interest at the rate paid under regulation 18 but shall not entitle the member to any contribution by the Calcutta Port Trust in respect of the amount so transferred.

### **Regulation : 29 : Transfer from other services :**

Subject to the sanction of the Calcutta Port Trust in each case, a subscriber who has joined the Calcutta Port Trust's service from any Government, Railway, Port Trust or other Quasi

Government body without break of service, may, if he/she so desires, have any amount standing to his/her credit at the date of his/her joining in the Provident Fund of the Government, Railway, Port Trust, or other Quasi Government body transferred to the Fund. The amount so transferred will carry interest but will not entitle the subscriber to any contribution by the Calcutta Port Trust in respect of the amount so transferred.

**Regulation : 30 : Payments for assurance in Life Insurance Corporation of India.**

The amount of compulsory subscriptions with interest thereon standing to the credit of a subscriber in the Fund may be applied, either partially or wholly, for the purpose of payments of premia on a policy of assurance in the Life Insurance Corporation of India, subject to the following conditions :-

- 1) The policy of Assurance (e.g. Endowment Policy) held by a subscriber with the Life Insurance Corporation of India on his/her own life after the 1st premium or the premia due before assignment, as the case may be being paid by him/her may be accepted by the Senior Accounts Officer on a written undertaking in a printed Form made for the purpose if the subscriber desires to assign it to the Trustees.
- 2) On receipt of the policy from the subscriber through the concerned department along with the required documents (Viz. Policy Bond, letters of Authority, Form of assignment and the last Premium Receipt, if the Premium is paid by the policy holder more than one) and the subscriber's agreeing to comply with the conditions as laid down in the printed form, necessary arrangement shall be made to forward the policy Bond and the Form of Assignment to the Life Insurance Corporation of India for registration of assignment duly noted in the office Registers, maintained by the Provident Funds Section. The Policy Bond received back from the Life Insurance Corporation of India shall be kept under the safe custody of the office of the Senior Accounts Officer.
- 3) The mode of payment of premium of the policy if paid periodically by the subscriber shall be required to be converted by him/her annually before the same is assigned to the Trustees. The assigned Policy shall not be hypothecated in any manner to the life Insurance Corporation of India.
- 4) The premium of the policy of Assurance assigned by the subscriber shall be paid by the Senior Accounts Officer, on behalf of the subscriber annually by debiting his/her compulsory subscriptions account and the premium so paid shall be recovered from his/her pay in twelve monthly equal instalments and credited to his/her compulsory account in a specific column provided for the purpose. The Department concerned will, however, be advised to deduct the amount from the subscriber's monthly salary bill regularly.
- 5) In the event of the subscriber taking leave without pay, the premium payable to the Life Insurance Corporation of India shall be paid from the balance standing at credit of his/her compulsory account and the premium so paid shall be recovered from his/her

pay on his/her resumption of duties. if the credit balance of the compulsory account in the fund is less than that of premia payable to the Life Insurance Corporation of India, the payment of premia shall be suspended under intimation to the Life Insurance Corporation of India.

- 6) In the event of a policy maturing while the subscriber is still in service, the maturity value realised from the Life Insurance Corporation of India shall be credited to the Compulsory Account of the subscriber and be refunded to him/her. If a policy under the old scheme payment of premia of which was to be financed out of the compulsory account of the subscriber is subsequently converted into salary deduction scheme matures for payment the maturity value realised from the Life Insurance Corporation of India shall be refunded to the subscriber after deducting the premia paid from his/her compulsory subscription account.
- 7) If a subscriber desires to withdraw his/her policy of assurance from the custody of the Trustees before his/her retirement, the Senior Accounts Officer, may allow him/her to do so and the policy Bond may be made over to him/her duly re-assigned with proper intimation to the Life Insurance Corporation of India. He/she must pay the balance amount of last premium, if any, to the fund.
- 8) If a subscriber retires before the policy is matured, the policy of assurance shall forthwith be re-assigned and made-over to him/her.
- 9) If it appears at the time of the policy of assurance being matured that the same has not been duly assigned in favour of the Trustees or the registration of assignment was not duly complied with by the Life Insurance Corporation of India, the Senior Accounts Officer, will not take the responsibility of realising the maturity value from the Life Insurance Corporation of India and the subscriber will immediately be informed to receive back the policy Bond from the custody of the Trustees.
- 10) If a subscriber dies while in service the amount of premium payable under any policy which has been assigned by him/her to the Trustees will be stopped forthwith under intimation to the Life Insurance Corporation of India. The death claim proceeds of Insurance policies shall be realised from the Life Insurance Corporation of India by the Trustees in case of the policies duly assigned and shall be credited to the unclaimed Balance Account for disposal of the same to the legal heir/heirs of the Provident Fund dues of the deceased subscriber. But in case of Non-assigned Policies, the policy bonds will, however, be sent to the Life Insurance Corporation of India with due intimation to the legal heir/heirs of the deceased subscriber to contact the Life Insurance Corporation of India so as to enable him/her to realise the claim proceeds direct from the Life Insurance Corporation of India.
- 11) Notwithstanding any thing contained in the above sub regulations, payment of premium the policies already assigned to the Trustees under the Old Scheme, payment of premia of which was to be financed out of the Compulsory account of the subscriber, shall continue.

## **CHAPTER - VIII**

### **Settlement of Provident Fund Dues**

#### **Regulation : 31**      **Payments to subscribers on leaving service :**

A subscriber's accumulations in the Fund including interest and any special contribution admissible under Regulation 19 shall be paid as soon as possible after his/her retirement, quitting service or death, subject to adjustment of forfeitures and recoveries under Regulations 19, 35 and 36. Interest shall be credited to his/her account upto the end of the Calendar month prior to the date of tender of payment provided that in case of delays caused by circumstances beyond the control of the member or administrative delays in making the settlement, interest shall continue to be credited to his/her account upto the end of one year after the month in which such amount become payable.

#### **Regulation : 32**

When a subscriber's accumulations in the Fund including special contribution admissible under Regulation 19 have become payable in accordance with Regulation 31, the Senior Accounts Officer, shall, subject to the deductions specified in Regulation 36, dispose of the balance as follows :-

- a) Pay to the subscriber or
- b) Pay if the subscriber is dead, to the person entitled to receive payment in the following manner :-
  - (i) If a valid nomination under Regulation 13 subsists, the amount or the part thereof to which the nomination relates shall be paid to the nominee or to such person as may be authorised by law to receive payment on his/her behalf.
  - (ii) If no valid nomination subsists or if the nomination relates only to a part of the amount, provided the whole amount or the part thereof to which nomination does not relate, does not exceed Rs.5000/- and provided notice of the existence of a will disposing of such amount and intention to prove the same be not given to the Senior Accounts Officer, within one month of the death of the subscriber or if such notice be given such will/is not probated within six months from the death of the subscriber, such amount shall be paid in terms of Section 4(1) (b) of the Provident Funds Act, 1925 (XIX of 1925) to any person appearing to the Chairman or Deputy Chairman to be entitled to receive it.
  - (iii) If the amount is not payable to any person under clause (i) and (ii) above, it shall be paid to a person producing probate or letters of Administration proving the grant to him of Administration to the estate of the deceased subscriber or a certificate

granted under Indian Succession Act 1925 (XXX IX of 1925), in terms of Section 4(1) (c) (ii) of the Provident Funds Act, 1925.

**Regulation : 33    Payments to Minors :**

Payments on behalf of minor children shall be made to their guardian appointed under the Guardians and Wards Act, 1890 (VIII of 1890) or to other person authorised by law.

Provided that payment on behalf of Hindu minors may be made to the mother and on behalf of Mohammedan minors to the paternal grandfather without production of guardianship certificate.

**Regulation : 34    Payment to a lunatic :**

If a subscriber/a person to whom under these regulations a payment has to be made or a policy to be reassigned is a lunatic, payment or reassignment shall be made to the Manager appointed under the Indian Lunacy Act, 1912 (IV of 1912) or to other persons authorised by law.

**Regulation : 35    Forfeiture of Calcutta Port Trust's Contribution :**

- a) If a subscriber is dismissed from the service of the Calcutta Port Trust, the Chairman or Deputy Chairman may, after consultation with an Advisory Committee consisting of three Trustees of the Calcutta Port Trust, one of whom must be a representative of Labour, direct the Senior Accounts Officer, to forfeit the whole or a part of the Calcutta Port Trust's contributions with interest thereon standing at the credit to the subscriber in his/her contribution account and pay it to the Calcutta Port Trust .Provided that, if the dismissal is subsequently cancelled the amount so deducted, shall on his her reinstatement in the service, be replaced to his/her credit in the Fund.
- b) If a subscriber resigns from the service under Calcutta Port Trust before completing 5 years' of service, he/she shall be entitled to receive only the amount of his/her own contribution with interest thereon, the Calcutta Port Trust's contribution being forfeited and paid back to the Calcutta Port Trust.

The Chairman or Deputy Chairman shall, in exceptional cases, have the power to waive the forfeiture of the Trustees' contribution, whole or part, with interest thereon.

**Regulation : 36    Recovery of Calcutta Port Trust's Dues:**

On the retirement or death of a subscriber, the Senior Accounts Officer, shall deduct any amount due by the subscriber to the Calcutta Port Trust, from the amount at credit in his/her contribution account and pay such amount to the Calcutta Port Trust.

**Regulation : 37    Eligibility for claim :**

Subject to the provisions of Section 3 of the Provident Fund Act, 1925 (XIX of 1925), neither a

subscriber nor any person on his/her behalf or in respect of his/her interest in the Fund shall, save as expressly provided by these regulations, be entitled to claim or demand payment of any money standing in the name of the subscriber in the books of the Fund.

**Regulation : 38      Payment on leave preparatory to retirement and post Superannuation leave.**

- a) A subscriber who has been granted leave preparatory to retirement may be permitted, at the discretion of the Chairman or Deputy Chairman, to withdraw upto 90% of the balance standing to his/her credit in the Fund as on 31st March of the year immediately proceeding the year in which the subscriber proceeded on leave preparatory to retirement such permission being subject to the condition that if in any exceptional case the subscriber does not eventually retire, the full amount shall be refunded as a condition of continued employment.

A payment made under this regulation will not affect the subscriber's eligibility to continue subscription during such leave of the right of the subscriber to Calcutta Port Trust's contribution and to interest on the balance.

- b) A subscriber who has been granted post superannuation leave, may be permitted, at the discretion of the Chairman or Deputy Chairman, to withdraw upto 60% of the balance standing at his/her credit in the Fund or part thereof as on 31st March of the year immediately proceeding the year in which the subscriber has been granted post-superannuation leave on submission of an application to the Senior Accounts Officer.

If, however, the subscriber is in occupation of Trustees' Quarters, such withdrawal shall be restricted to 50% of the aforementioned credit.

**CHAPTER - IX - Miscellaneous**

**Regulation: 39      Interpretation of Regulations :**

The decision of the Chairman of the Calcutta Port Trust on all questions arising out of these regulations shall be final.

**Regulation : 40      Power to revise Regulations :**

These regulations may at any time be modified by resolutions of the Board of Trustees of the Calcutta Port Trust subject to the confirmation of the Central Government.

**Regulation : 41      Repeal and saving :**

- 1) On the commencement of these regulations/The Calcutta Port Trust Contributory Provident Fund Rules or every order in force immediately before such commencement shall, in so far as it provides for any of the matters contained in these regulations, cease to operate.
- 2) Any case which pertains to sanction of special contribution and payment thereof as well as settlement of Provident Fund dues of a subscriber who had retired before the commencement of these regulations and is pending before such commencement shall be disposed of in accordance with the provisions of the old rule as if these rules had not been made.
- 3) Subject to the provisions of sub-regulations (2) anything done or any action taken under the old rule shall be deemed to have been done or taken under the corresponding provisions of these regulations.

**NOTE :** The Calcutta Port Trust Employees' (Contributory Provident Fund). Regulations, 1988 were published vide G.S.R. No.637(E) dated 23rd May, 1988 in the Gazette of India. The 1st Amendment Regulations were sanctioned by the Government and published in the gazette of India Extraordinary vide GSR No.357(E) dated 25th June 1998.

**APPENDIX-I of Calcutta Port Trust  
Contributory Provident Fund Regulations (Vide Reg.23)**

Procedure to be followed in connection with the withdrawal of Provident Fund Money for house-building purpose :

Withdrawals may be for the following purposes :

- I. Purchase of land including cost of building of a house thereon.
- II. Acquiring of a suitable ready build house or a flat.
- III. Repayment of loan taken for acquiring a house or flat.
- IV. Expenditure for reconstructing or making addition or alterations of subscriber's own house/flat or his/her ancestral house.

Before sanctioning the withdrawal under the above items, the Calcutta Port Trust should insist upon the subscriber signing and affirming before the Presidency Magistrate, Calcutta, the enclosed declaration and fulfilling the following obligations :

(A) **Re: I**



- a) He/she should satisfy the Calcutta Port Trust that the amount is actually required for purchasing the property and that he/she possesses or intends to acquire forthwith the right to build on the site on which the house is proposed to be built.
- b) He/she should satisfy the Calcutta Port Trust that the amount withdrawn together with such other private savings as the subscriber may have will be sufficient to complete the property of the type proposed.
- c) He/she should satisfy the Calcutta Port Trust by the production of original title deeds or otherwise as may be directed by the Calcutta Port Trust that he/she will acquire marketable, unencumbered and undisputed title to the property proposed to be purchased.
- d) He/she should produce for the Calcutta Port Trust's inspection the agreement for sale (Baynapatra) within a week from the grant of the loan and the deed of conveyance within a fortnight from completion of purchase (Production of conveyance will be possible only after the property has been purchased with the loan sanctioned by the Calcutta Port Trust.)
- e) He/she should produce the sanctioned plans of the proposed building and permits from local authorities (where necessary) for purchase of building materials to the extent required at controlled rates.
- f) He/she should bear all costs and expenses whatsoever that Calcutta Port Trust may have to incur or be put to in this connection.

(B) **Re: II**

As in (a), (b), (c), (d) and (f) - of (A) above.

(C) **Re: III**

- a) He/she should satisfy the Calcutta Port Trust by production of documents and papers that there is a genuine subsisting loan expressly taken for the purpose of building or acquiring a house/flat for his/her own use.
- b) He/she should satisfy the Calcutta Port Trust that the amount is actually required for repayment of the loan mentioned above.
- c) He/she should satisfy the Calcutta Port Trust that the amount withdrawn together with such other private savings as the subscriber may have will be sufficient to repay the loan.
- d) He/she should satisfy the Calcutta Port Trust by production of title deeds or otherwise as may be directed by the Calcutta Port Trust that he/she will acquire undisputed, unencumbered and marketable title to the property on repayment of the

loan.

- e) He/she should produce the deed showing repayment of the loan within a fortnight from such repayment.
- f) He/she should bear all costs and expenses whatsoever that the Calcutta Port Trust may have to incur or be put to in this connection.

(D) **Re: IV**

- a) He/she should satisfy the Calcutta Port Trust that the amount is actually required for meeting the expenditure for reconstructing or making additions or alterations of his/her own house/flat or his/ her ancestral house.
- b) He/she should satisfy the Calcutta Port Trust that the amount withdrawn together with such other private savings as the subscriber may have will be sufficient to complete the proposed reconstruction or additions or alterations.
- c) He/she should satisfy the Calcutta Port Trust by production of original title deeds or otherwise as may be directed by the Calcutta Port Trust that he/ she acquires marketable, unencumbered and undisputed title to the property proposed to be reconstructed or altered.
- d) He/she should satisfy the Calcutta Port Trust that the plan for reconstruction, additions or alterations to be made, has been duly approved by the local authority (Where necessary ).
- e) He/she should bear all costs and expenses whatsoever that the Calcutta Port Trust may have to incur or be put to in this connection.

**APPENDIX-11A of the Contributory Provident Fund  
Regulation  
(Vide Regulation 24(2))**

Declaration for obtaining Non-refundable marriage withdrawal.

1. Name of daughter or sister (bride) or son (Bridegroom)

\_\_\_\_\_

2. Names of other daughters, sisters, sons yet to be given in marriage

\_\_\_\_\_

3. Name, father's name and address of the proposed

bridegroom/bride\_\_\_\_\_

4. Tentative date and place of marriage \_\_\_\_\_

5. Whether the abovenamed sister is actually dependent on him/ her  
\_\_\_\_\_

I declare that if for any reason the marriage does not take place within a month from the date of withdrawal, or such other extended period as may be allowed by the sanctioning authority, the amount so advanced shall be refunded by me in full.

I further declare that the above statements of mine are true and in the event of any of the statements being proved as false, I shall be held liable for disciplinary action.

Signature or L.T.I. of the Applicant.

P.F. A/C.No. \_\_\_\_\_

In case of members who will put L.T.I. or sign in language other than English.

Read over and explained to the applicant.

Countersigned.

Signature & Designation

Head of Section

Section \_\_\_\_\_

Certificate to be submitted by any one of the following :- It is certified by me that Sri/Smt. \_\_\_\_\_ of address \_\_\_\_\_ has got a marriageable daughter/sister/son named Kumari/Kumar \_\_\_\_\_ and the above father/mother and daughter/son/brother and sisters/both the sisters are known to me.

Office Seal

Date \_\_\_\_\_

Signature

M.L.A./Gazetted Officer  
Commissioner of a Municipality/  
Head Master of a H.E. School/  
President of Village Panchayat.

Reg.24(2)

Declaration to be submitted by the applicant  
within one month from the date of marriage.

S.A.O.P.F.  
C.P.T.

Through Head of Department

I hereby declare that the marriage ceremony of my daughter/sister/son  
\_\_\_\_\_ for which I was allowed a non-refundable  
withdrawal of Rs. \_\_\_\_\_ from my P.F. A/C.  
No. \_\_\_\_\_ has been solemnised on \_\_\_\_\_.

S.A.O.P.F.

Signature/L.T.I.  
of the member

Forwarded

Head of Department.

---

No.B. Enquiry may be arranged by S.A.O. P.F. at the address furnished by the  
member to be satisfied with the actual occurrence of the marriage ceremony, if thought  
necessary.

(Sanctioned Vide Reso. No.1711 of the 14th meeting held on 28.12.70 and  
Ministry of Transport and Shipping's letter No.9-PE(22)/70 dated the 27th August, 1971).

**FORM-I**

**CALCUTTA PORT TRUST  
CONTRIBUTORY PROVIDENT FUND  
NOMINATION FORM (vide Regulation - 13(3))**

**Particulars of previous Nomination** \_\_\_\_\_  
**Noted in personal Account** \_\_\_\_\_

NAME -----DESIGNATION -----  
 ---Provident Fund Account No.-----

I hereby declare that in the event of my death, the amount standing at my credit in the Contributory Provident Fund of the Calcutta Port Trust including any Special Contribution admissible under Regulation 19, shall be distributed among my dependents mentioned below in the manner shown against their names

Name/s of Nominee/s (IN BLOCK LETTERS)	Address of Nominee	Relationship of nominee to the subscriber.	Age of Nominee on the date of Nomination.	Amount of Shares of accumulation

Place .....

Date .....

SIGNATURE OF SUBSCRIBER

WITNESS

(1) Name .....Address.....Occupation.....Signature.....

(2) Name .....Address.....Occupation.....Signature.....

**NOTE:** A nomination is not valid if the nominee is not a "Dependent" as defined in Regulations (g) namely (a) in the case of a male subscriber, the wife, parent, child, minor brother, unmarried sister and a deceased son's widow and child and where no parent of the subscriber is alive, a paternal grandparent and in the case of a (2) female subscriber, the husband child, deceased son's widow and child, her dependent parents and parents of her husband.

FROM-II

**CALCUTTA PORT TRUST**  
**CONTRIBUTORY PROVIDENT FUND**  
**NOMINATION CANCELLATION FROM**  
**(Vide Regulation 13(4))**

Name .....Designation.....Provident Fund Account

No.....

I hereby cancel the declaration of nomination made by me in favor of (Name of the nominee).....

.....

..... Relationship .....as regards the disposal, in the event of my death, of the amount standing at my credit in the Contributory Provident Fund of the Calcutta Port Trust.

As witness my hand this .....day of .....one thousand nine hundred and .....

Signature of the subscriber/L.T.C.

Witness : (1) Name .....Occupation.....

Address .....

Signature/L.T.C. ....

(2) Name .....Occupation .....

Address .....

Signature/L.T.C.....

---

(TO BE FORWARDED BY THE CONCERNED ESTABLISHMENT)

THE SENIOR ACCOUNTS OFFICER,  
PROVIDENT FUNDS

Forwarded for necessary action.

Signature \_\_\_\_\_

Designation \_\_\_\_\_

Date \_\_\_\_\_

(S e a l)