



ASSAM TEA EMPLOYEES PROVIDENT FUND ORGANIZATION

(Formerly known as The Assam Tea Plantations Provident Fund & Pension Fund Scheme & DLI Scheme)

“Nidhi Bhawan” Basistha, Lalmati, N.H.-37, Guwahati-781029

From: Sri S. Das.
Secretary-cum- P.F. Commissioner

Circular No.PF/2018/Esstt.-I/06
Dated Guwahati, the 28/02/2018

To,
All Officers
Assam Tea Employees Provident Fund Organization

Sub: Framing of General Provident Fund (Assam Tea Employees Provident Fund Organization Services) Rules 2016.

Sir,

I am directed to inform you that the Board of Trustees in its meeting held on 23/07/2016 approved the General Provident Fund (Assam Tea Employees Provident Fund Services) Rules, 2016 framed for the employees of the Board of Trustees.

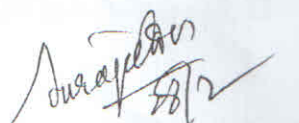
Enclosing herewith a copy of the same you are requested to circulate among the employees the Assam Tea Employees Provident Fund Organization under your jurisdiction for their information and necessary action.

This will come into force with immediate effect.


Secretary-cum PF Commissioner

Copy to:

- i) Addl. P.F. Commissioner, Adm.-I Section to print out 100 copies of booklet of General Provident Fund (Assam Tea Employees Provident Fund Organization Services) Rules, 2016 for permanent record.
- ii) Addl. P.F. Commissioner, Adm.-II Section for necessary record of the Nomination of family members in the Service Book as per Rule 6 of the General Provident Fund Rules, 2016.
- iii) Website atppf.nic.in.


Secretary-cum PF Commissioner

THE GENERAL PROVIDENT FUND (ASSAM TEA EMPLOYEES PROVIDENT FUND ORGANIZATION SERVICES) RULES, 2016

(APPROVED BY THE BOARD OF TRUSTEES IN ITS MEETING HELD ON 23/07/2016)



Assam Tea Employees Provident Fund Organization

THE GENERAL PROVIDENT FUND (ASSAM TEA EMPLOYEES PROVIDENT FUND ORGANIZATION SERVICES) RULES, 2016

1) **Short title** – (a) These rules may be called the General Provident Fund (Assam Tea Employees Provident Fund Organization Services) Rules, 2016;

(b) They shall come into force with immediate effect.

2) **Definitions** - (a) “Board” means the Board of Trustees constituted under Para 3 of the ATPPF & PF Scheme, 1968.

(b) “Authorised Officer” means the Secretary-Cum-P.F. Commissioner appointed under Para 20(a) of the Assam Tea Plantations Provident Fund & Pension Fund Scheme, 1968 or such other officers as may be authorised by him;

(c) Except where otherwise expressly provided “emoluments” means pay, leave salary or subsistence grant as defined in the Fundamental Rules;

(d) “Family” means-

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

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 she belongs, to be entitled to maintenance, she shall thenceforth to be no longer a member of the subscriber’s family in matters to which these rules relate, unless the subscriber subsequently indicate by express notification in writing to the Authorised Officer that she shall continue to be regard;

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

Provided that if a subscriber by notification in writing to the Authorised Officer expresses her desire to exclude her husband from her family, the husband 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’s subsequently cancels formally in writing her notification excluding him.

Note 1- ‘Children’, means legitimate children.

Note 2- An adopted child shall be considered to be a child when the Authorised Officer, or if any doubt arises in the mind of the Authorised Officer is satisfied that under the personal law of the subscriber, adoption is legally recognized as conferring the status of a natural child, but in this case only.

(e) “Fund” means the (ATEPFO Services) General Provident Fund;

(f) “Leave” means any variety of leave recognised by the Fundamental Rules or the Service Regulations, or the Assam Revised Leave Rules, 1934;

(g) “year” means a financial year.

(2) Any other expression used in these Rules which is defined either in the Provident Funds (XIX of 1925) or in the Fundamental Rules is used in the sense therein defined.

- 3) **Constitution of the Fund-** The Fund shall be constituted by the contribution of the subscribers only and shall be maintained by the Board of Trustees, ATEPFO in rupees.
- 4) **Condition of eligibility:** All permanent employees of the ATEPFO shall subscribe to the General Provident Fund.
- 5) **Subscription to be compulsorily Discontinued during the last 3 months of service preceding superannuation** – An employee due to retire on superannuation shall be compulsorily exempted from making any subscription to General Provident Fund during the last three months of his/her service.
- 6) **Nomination:** (1) (i) Every employee whose pay and allowance are drawn in office establishment pay bills shall as soon as may be, after joining the fund, send their nominations to the Head office as per Form No.PF-1.

(ii) The authorised officer shall scrutinize the nomination and accept it, if it is found to be in order with the rules of the Provident Fund. In case of any defect is noticed in the nominations, he shall return the nomination to the subscriber for rectification and return.

(iii) As soon as a nomination is accepted, suitable entry (without the details of the nomination) regarding receipt and acceptance of the nomination shall be made in Service Book of the employees under the date and signature of the authorised officer.

(iv) Nomination shall be kept in the safe custody of the Head of office along with the nominations for death-cum-retirement gratuity.

(2) (a) If at the time of making the nomination, the subscriber has a family, the nomination shall not be in favour of any person other than the member(s) of his family. Till any such nomination is made, the nomination shall be deemed to have been made in favour of his/her spouse and in the event of the spouse predeceasing the subscriber or being legally separated, the nomination shall be deemed to have been made in favour of the other surviving members of the family of the subscriber in equal proportion.

(b) If at the time of making the nomination, the subscriber does not have a family, the nomination may be in favour of person/persons, as desired by the subscriber:

Provided that, if at, the time of making the nomination, the subscriber has no family, such nomination shall become automatically invalid as soon as the subscriber acquires a family and the subscriber, shall, at the earliest, make nomination in favour of a member or members of his family:

Provided further, that for default on the part of a subscriber on acquiring his family, to make such nomination in favour of a member or members of his family, his nomination shall be deemed to have been made in favour of his/her spouse and in the event of the spouse, predeceasing the subscriber or being legally separated to have been made in favour of other living members of the family of the subscriber in equal proportion.

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

- (3) (a) Every nomination shall be in Form No.PF-1 as is appropriate in the circumstances;
- (b) A subscriber may, at any time, cancel a nomination by sending a notice in writing to the Authorised Officer, as the case may be:

Provided that the subscriber shall, along with such notice, send a fresh nomination made in accordance with the provisions of this rule;

- (c) A subscriber may provide in a nomination:
- (i) in respect of any specified nominee, that in the event of his predeceasing the subscriber, the right conferred upon such nominee shall pass to such other person as may be specified in the nomination;
 - (ii) that the nomination shall become invalid in the event of the happening of a contingency, specified in the nomination;
- (d) Immediately on the death of a nominee, in respect of whom no special provision has been made in the nomination under clause (i) of sub-rule;
- (e) Or on the occurrence of any event by reason of which the nomination becomes invalid in pursuance of clause (ii) of sub-rule (c), the subscriber shall send to the Authorised Officer a notice in writing, cancelling the nomination, together with fresh nomination, made in accordance with the provision of this rule;
- (f) 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 Authorised Officer;
- (g) If there is no nominee/deemed nominee, the payment of the G.P. Fund balance of a deceased subscriber may be allowed in favour of claimant(s) on the basis of the succession certificate, granted by the competent Civil Court.
- 7) **Subscriber's account-** An account shall be prepared in the name of each subscriber and shall show the amount of his subscriptions with interest thereon.
- 8) **Conditions of subscription-** (1) A Subscriber shall subscribe monthly to the Fund, except during the period when he is under suspension:

Provided that a subscriber may at his options not subscribe during the leave which either does not carry any leave salary or carries leave salary equal to or less than half pay or half average pay:

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

(2) Notwithstanding anything contained in sub-rule (1), a subscriber shall not subscribe to the Fund for the month in which he quits service unless, before the commencement of the said month, he communicates to the Head of Office in writing his option to subscribe for the said month.

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

(a) It shall be expressed in whole rupees;

(b) It may be any sum so expressed, not less than $6\frac{1}{4}$ per cent of his emoluments and not more than one month's basic pay.

(2) The subscriber shall intimate the fixation of the amount of his monthly subscription in each year by April for reduction or enhancement as the case may be

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

10) **Realization of subscription-** The subscription shall be realized by the Authorised officer from the employees' monthly salaries.

11) **Interest:** - (1) Interest shall be credited with effect from the last day in each year in the following manner:

- (i) on the amount at 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 year up to the last day of the month preceding the month of withdrawal,
- (iii) on all sums credited to the subscriber's account after the last day of the preceding year interest from the date of deposit up to the end of the current year:

Provided that, when the amount standing at the credit of a subscriber has become payable, interest shall there upon be credited under this method in respect only of the

period from the beginning of the current year or from the date of the deposit, as the case may be, up to the date on which the amount standing at the credit of the subscriber become payable.

(2) The date of deposit in the above method shall in the case of an amount forwarded by the subscriber otherwise than recovery from emoluments, shall be deemed to be the first day of the month of receipt if it is received by this office before the fifth day of that month, but if it is received on or after fifth day of that month, the first day of the next succeeding month:

(3) No interest shall be accrued after the date of retirement. The employees will submit application well ahead of retirement for payment of the amount standing to the credit of the retired employee.

12) Advances from the Fund – (1) Temporary advance may be granted to a subscriber from the amount standing to his credit in the Fund at the discretion of the appropriate authority subject to the following conditions —

(a) No advance shall be granted unless the sanctioning authority is satisfied that the applicant's pecuniary circumstances justify it, and that it will be expended on the following object or objects and not otherwise —

(i) to pay expenses incurred in connection with the prolonged illness of the applicant or any person actually dependent on him;

(ii) to pay for the medical treatment of the subscriber or any person actually dependent on him;

(iii) to pay obligatory expenses on a scale appropriate to the applicant's status which by customary usage the applicant has to incur in connection with marriages, funerals or other ceremonies of persons actually dependent on him;

(iv) to pay expenses for giving special education such as engineering, medical, etc.; whether in India or elsewhere to any of the subscriber's family.

Provided that—

(i) the educational expenses are beyond the ordinary means of the subscriber; and the

(ii) the sons/daughter in question is of exceptional merit and education proposed is most likely to improve materially his/her earning capacity.

(b) An advance shall not except for special reasons exceed three fourth of the amount at the credit of the subscriber's account in the Fund.

(2) Non-refundable advances may be granted for payment of insurance premium.

(3) In fixing the amount of an advance, the sanctioning authority shall pay due regard to the amount at the credit of the subscriber in the Fund.

13. Recovery of Advance: (1) The advances shall be recovered from the subscriber in such number of equal monthly installments as the sanctioning authority may direct; but such number shall not be less than twelve unless the subscriber so elects, or in any case more than 120 or the superannuation period whichever is earlier. A subscriber may, at his option, repay all the outstanding installment in a month. Each installment shall be a number of whole rupees, the amount of the advance being raised or reduced, if necessary, to admit of the fixation of such installments.

(2) Recovery shall be made in the manner prescribed in Rule 10 for the realization of the subscriptions, and shall commence on the first occasion after the advance is made on which the subscriber draws pay, for a full month. Recovery shall not be made, except with the subscriber's consent, while he is on leave or in receipt of subsistence grant and may be postponed on the subscriber's written request by the sanctioning authority during the recovery of an advance of pay granted to the subscriber which either does not cover any leave salary or carries leave salary equal to or less than half pay or half average pay.

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

(4) A subscriber can avail maximum two numbers of refundable advances. However after liquidation of one advance, he/she shall be eligible for another refundable advance.

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

(6) (i) The Authorised Officer shall submit an 'Yearly Statement within 30th June for the preceding financial year to the subscriber.

ANNUAL STATEMENT FOR THE YEAR: at % interest
 Name:..... Employee Code:

Opening Balance	Salary contribution	Cash Contribution	Total Advance	Salary Recovery	Cash Recovery	Interest	Closing Balance

14. Non-refundable withdrawal from the Provident Fund accumulation:-

Non refundable withdrawal from the fund may be allowed subject to the following terms and conditions.

1(a) The withdrawal may be allowed for the purpose of higher education in following type of cases.

- i) for education outside India whether for an academic, technical, professional or vacation course and
- ii) for medical, engineering and other technical or specialized courses in India beyond the High School stage, provided that the course of study is not less than three years.

(b) The non-refundable withdrawal may be allowed for meeting the expenditure on marriage purpose -

The withdrawal will be permitted only for the marriage of Subscriber's daughters and if the subscribers has no daughter, for any other female relation dependent on him.

(c) The withdrawal of money may allowed for meeting expenditure in connection with the illness of the subscriber or any person actually dependant on him.

(d) The withdrawal of money may allowed either for the purpose of building or acquiring a suitable house including repairs and extension of the existing house and cost of site or the repayment of any outstanding amount on account of loan obtained from private sources including house building loan taken from the office of the Board.

Such withdrawal will be permitted once only for one house in place of duty of the subscriber or/ and in the intended place of his residence after retirement.

2(a) Such withdrawal may be permitted in the case of such employees as have either rendered not less than 25 years service and or within seven years of the retirement on superannuation.

(b) The amount of withdrawal will be limited to three forth of the provident fund balance.

(c) The withdrawal will not be permissible more than one every six month i.e. twice in any financial year.

15. On the death of 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 6 or of the corresponding rule heretofore in force in favour of a member or members of his family subsists, the amount standing to his credit in the Fund or the part thereof to which the nomination relates shall become payable to his nominee or nominees in the proportion specified in the nomination;

(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 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-

- (1) sons who have attained legal majority;
- (2) sons of a deceased son who have attained legal majority;
- (3) married daughters whose husbands are alive;
- (4) married daughters of a deceased son whose husbands are alive; if there is any member of the family other than those specified in clauses (1), (2), 3) and (4):

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 provision of Rule 6 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 nominees in the proportion specified in the nomination.

Note- When a person named in a Form of Nomination dies before the subscriber, the nomination shall in the absence of a direction to the contrary in the Form of nomination become null and void in respect of that person, but that person only, and his or her share shall be distributed among the members of the family as defined in the Fund Rules or paid to his or her legal representatives as the case may be.

Provident Fund (See Rule 6)

FORM OF NOMINATION (Form No.PF 1)

I Shri Having family or no family as defined in Rule 6 of the General Provident Fund (Assam Tea Employees Provident Fund Organization Services) Rules, 2016 hereby nominate the person/persons mentioned below to receive the specified share of the amount shown below that may stand to my credit in the Fund, in the event of my death before the amount has become or having payable but has not been paid:-

Name and address of Nominee.	Relationship with the subscriber	Age	Amount or share of accumulations to be paid to each

Dated this..... day of 20..... At.....	
Two witness to Sign:	
1) Name.....	Signature of the Subscriber
Signature.....	
Occupation.....	
Address.....	
2) Name.....	Name in Block Letter
Signature.....	Designation
Occupation.....	
Address.....	
Received and passed for record	Recorded in the Ledger Card Folio No.....
Authorised Officer	Dealing Assistant

Form No. PF2

(See Rule 12) GPF (ATEPFO) Rules, 2016

**APPLICATION FOR "TEMPORARY ADVANCE" FROM THE GENERAL
PROVIDENT FUND ACCOUNT NO. (EMPLOYEE CODE):.....**

- 1) Name of the applicant (In block letters) :-
- 2) Present post held :-
- 3) Present pay (basic), D.A., if any :-
- 4) If the present post held in officiating capacity, state-
 - a) Substantive pay (basic) D.A., if any :-
 - b) Substantive post :-
 - c) Since where officiating in the present post :-
- 5) The amount of advance required from deposit of fund :-
- 6) Purpose for which the advance is required :-
- 7) Number of monthly installments in which the Advance is to be recovered :-
- 8) G.P.F. Account No. (Employee Code) :-
- 9) Year for which the latest G.P.F. statement has been received from the Office :-
- 10) Total deposit in the fund according to the latest Statement (to be enclosed) :-
- 11) Deposit in the fund subsequent to the year for Which statement of accounts has been received from the Office till date of application (calculation to be shown) :-
- 12) Total deposit in the Fund on the date of Application (total of account shown against item 10 & 11) :-
- 13) Detail of current deduction made from the pay :-
 - i) G.P.F. subscription :-
 - ii) Recovery of festival advance :-
 - iii) Recovery of H.B. advance :-
 - iv) Income tax :-
 - v) P.L.I. premium :-
 - vi) Recovery of Motor/Bicycle Adv. :-
 - vii) Recovery of Rehabilitation Adv. :-
 - viii) Other recoveries :-

14) If the total deduction exceeds half of the basic pay, state why this condition is to be relaxed :-

15) Details of previous advances not being less than the amount admissible :-

i) From the recoveries with interest of which are current and or have not been completed 1 year period to the date of this application :-

ii) Amount of advance :-

iii) Month and year of drawal :-

iv) Purpose for which the advance was drawn :-

v) Balance of the advance on the date of this application. :-

16) I, desire to receive payment through my office in my S/B A/C No.....

Bank Name:..... Branch:.....

IFS Code:.....

Certified that my pecuniary circumstances justify the grant of the advance and that the advance will be expended for the purpose for which I have applied and not otherwise.

Certified that for whose the advance is required is solely dependent on me.

Date:
Place:

Signature of the applicant

Name:

Designation:

Section/Branch:

Form No. PF3

(See Rule 14) GPF (ATEPFO) Rules, 2016

Application form for "Non-Refundable advance" from G.P.F. Account No. (Employee Code):..... of Shri.....

- 1) Name of applicant :
- 2) Date of birth of applicant :
- 3) Date of 1st entry in Govt. Service :
- 4) Present post held :
- 5) Whether permanent or temporary with date of confirmation :
- 6) Present basic pay other allowances :
- 7) G.P.F. Account No. (Employee Code) :
- 8) Amount of Advance required :
- 9) Total amount at the credit of the Subscriber as per G.P.F. statement :
 - a) As per latest statement (to be enclosed) :
 - b) Deposit beyond the statement upto
 - c) Recoveries upto..... :

10) Less withdrawal on _____ :
Total credit : _____
Balance : _____

Purpose for which the advance is required.

- 11) Deductions from pay at present
- (a) GPF subscription :
 - (b) GPF recoveries :
 - (c) G.I.S. :
 - (d) H.B. Adv. :
 - (e) Other recoveries, if any. _____
- 12) I, desire to receive payment through my office in my S/B A/C No.....
Bank Name:..... Branch:.....
IFS Code:.....

Date:
Place:

Signature of the applicant
Name:
Designation:
Section/Branch:

Form No. PF4

Form of Application of Final Payment from General Provident Fund Account.

To,

Secretary-Cum-P.F. Commissioner
Assam Tea Employees Provident Fund Organization
Nidhi Bhawan, Basistha, Lalmati, Guwahati-781029

(Through proper channel)

Sir,

I am to retire/have retired proceeded on leave preparatory to retirement formonths/have been discharged/dismissed/have been permanently transferred tohave resigned finally from Service/have resigned service, to take up appointment withand my resignation has been accepted with effect fromforenoon/afternoon. I joined service with theonforenoon/afternoon.

2. My Provident Fund Account No. is (Employee Code):.....

3. I, desire to receive payment through my office in my S/B A/C
No..... Bank Name..... Branch.....
IFS Code:.....

I, request that the entire amount at my credit with interest due under the rules may be paid to me.

Date:

Place:

Signature of the applicant

Name:

Designation:

Section/Branch:

Form No. PF5

Form of Application for Final Payment of Balance in the Provident Fund Account of a SUBSCRIBER to be used by the nominees/deemed nominees or any other claimants where no nomination subsists.

To,

Secretary-Cum-P.F. Commissioner
Assam Tea Employees Provident Fund Organization
Nidhi Bhawan, Basistha, Lalmati, Guwahati-781029

(Through proper channel)

Sir,

It is requested that arrangement may kindly be made for the payment of the accumulation in theProvident Fund Account of Shri/Shrimati The necessary particulars required in this connection are given below: -

1. Name of the Employee.....
2. Date of birth.....
3. Post held by the Employee at the time of death.....
4. Date of death.....
5. Proof of death in the form of a death certificate issued by the municipal authorities, etc. if available.....
6. General Provident Fund Account No. (employee code) allotted to the subscriber.....
7. Amount of Provident Fund money standing to the credit of the subscriber as per the latest annual Statement of GPF received from the Office of the ATEPFO if available (Its attested true copy to be enclosed).....
8. Details of the nominees alive on the date of death of the subscriber, if a nomination/deemed nomination subsists.....

Name of the nominee	Relationship with the Subscriber	Share of the nominee
(1).....
(2).....
(3).....
(4).....

9. In case no nomination/deemed nomination subsists, the details of the claimant(s), the claim being supported by the succession, certificate, granted by competent Civil Court.

Name	Relationship with the Subscriber	Share of the claimant as per the succession certificate
(1).....
(2).....
(3).....
(4).....

10. Religion of the claimant(s).....

11.

- (i) Personal marks of identification of the claimants.....
- (ii) Left/Right hand thumb or finger impressions (in the case of illiterate claimants).....

12. I, desire to receive payment through my office in my S/B A/C No.....
Bank Name:..... Branch:.....
IFS Code:.....

Date:
Place:

Yours faithfully,

(Signature of the Claimant)
(Full name and Address)