

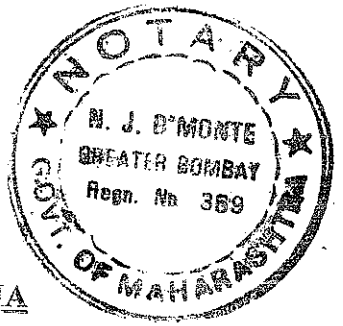
TRUE COPY OF ORIGINAL CERTIFIED BY ME

*N. J. D'Monte*

N. J. D'MONTE  
ADVOCATE & NOTARY  
51-A, Chapel Road,  
Pandre Mumbai-50

13 APR 2009

13 SEP 2003



GENERAL INSURANCE CORPORATION OF INDIA

RULES & REGULATIONS OF THE EMPLOYEES' PROVIDENT FUND "A"

PART - I

THE FUND, INTERPRETATION AND ITS MEANING

1. TITLE

The Fund shall be called "The General Insurance Corporation of India (Employees') Provident Fund".

2. INTERPRETATION

In these Rules the following expressions, unless excluded by or repugnant to their context, shall have the following meanings:

- (a) "Accumulated Balance due to an Employee" shall mean the balance to his credit, or such portion thereof as may be claimable by him under these Rules, on the day he ceases to be an Employee of the Corporation.
- (b) "Board" shall mean the board of Trustees of the Fund for the time being as hereinafter provided in these Rules.

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(h) "Family" in relation to an Employee shall mean:

(i) a spouse of the Employee;

(ii) a judicially separated spouse of the Employee, provided that such judicial separation was not granted on the ground of adultery and the surviving separated spouse was not held guilty of committing adultery; and

(iii) a Child of the Employee who has not attained the age of twenty five years.

(i) "Fund" shall mean "The General Insurance Corporation of India (Employees) Provident Fund".

(j) "Pension Scheme" shall mean "The General Insurance (Employees) Pension Scheme, 1995".

(k) "Member" shall mean an Employee of the Corporation who is a contributor to the Fund.

(l) "Rationalisation Schemes" shall mean:

(i) the General Insurance (Rationalisation of Pay Scales and other Conditions of Service of Officers) Scheme, 1975; and

(ii) the General Insurance (Rationalisation and Revision of Pay Scales and other Conditions of Service of Supervisory, Clerical and Subordinate Staff) Scheme, 1974

(m) "Salary" shall mean the salary of an Employee as defined in the Rationalisation Schemes as applicable to the Employee.

(n) "Trustee" means a member of the Board.

(o) Interpretation

(i) Words denoting the masculine gender shall include the feminine gender.

(ii) Words denoting the singular number shall include the plural number and vice versa.

### 3. DATE OF COMMENCEMENT

These Rules shall come into force from the 1<sup>st</sup> day of April, 2003.

#### 4. SUCCESSION BY MERGER OF EARLIER FUNDS

This Fund has been constituted by the Board of Directors of the Corporation in succession to the merger of the General Insurance Corporation of India Staff Provident Fund 'A' and the General Insurance Corporation of India Staff Provident Fund 'B'. All the amounts standing to the credit of the aforesaid funds on the 31<sup>st</sup> day of March, 2003 have been transferred to the Fund on the date of commencement of the Fund. The amounts which were standing to the credit of the Members in the precursor funds (consisting of the Corporation's Contribution, the Member's Contribution and interest) shall continue to be placed to the credit of such Members in accordance with these Rules.

#### 5. OBJECT OF THE FUND

The object of the Fund is to provide every Member with a sum of money at the termination of such Member's services with the Corporation, the amount of which shall be ascertained in accordance with these Rules. The Fund shall also enable an Employee to tide over temporary financial difficulties by means of withdrawals from the Fund in accordance with these Rules.



### PART - II MANAGEMENT OF THE FUND

#### 6. CONSTITUTION OF THE FUND

The Fund shall be an irrevocable Trust for the benefit of the Members thereof, managed by the Board of Trustees. The Fund shall be managed by **EIGHT** Trustees. Out of the said **EIGHT** Trustees **FIVE** will be from class I and remaining **THREE** Trustees will be from other than class I officers. **FIVE** Trustees from the class I shall be nominated by the Chairman/Managing Director of the Corporation of whom **ONE** shall be SC/ST Officer. **THREE** Trustees shall be elected from amongst the employees other than class I officers.

#### 7. COMPOSITION OF THE FUND

The Fund shall consist of the Contributions made to it by the Members and the Corporation in the manner set out in these Rules, and shall also include the receipts (including interest) from the investments of the Fund.

## 8. GOVERNING RULES AND AMENDMENTS THERETO

The Fund shall be governed by the Board in accordance with these Rules or by such other rules as for the time being shall be in force, and shall be interpreted by the Trustees whose decision shall be binding upon the Members.

The Trustees shall, at the discretion of the Corporation and subject to the approval of the Commissioner of Income-Tax, from time to time add to, alter, repeal or otherwise vary these Rules and frame such other rules as the Corporation may direct provided always that no such additions, alterations, or repeal shall have retrospective effect, or shall affect the right of any Member to be credited with the amounts to which he is entitled to be credited up to the date of such addition, alteration or repeal, or shall affect the irrevocability of the Trust, or shall be an infringement or violation of the Income Tax Act, 1961, or any statutory modification thereof, or any rules made by the Government of India in that behalf and for the time being in force.

A copy of all such additions, alterations or repeal shall, after the adoption thereof, be sent to every Member forthwith.

Where there is any repugnance between any of these Rules and the provisions of the Income Tax Act, 1961, or any statutory modification thereof, and the rules made thereunder, the repugnant Rule shall be void and the Trustees shall, if so required by the Commissioner of Income Tax, remove the repugnant Rule.

## 9. TRUSTEES

The Board shall be vested in eight Trustees five of whom shall be officers appointed by the Corporation and the other three shall be elected by the Members of the Fund. The Trust created by this Fund shall not be revocable save with the consent of all beneficiaries.

The three Trustees to be elected by the Members shall be elected in the manner prescribed hereunder:

- (i) The three elected Trustees shall be elected from amongst the Members once in three years, each Member having only one vote.
- (ii) The election shall be conducted by an officer appointed by the Corporation for the purpose, such officer being responsible for notifying the dates for filing of nominations, for notifying the date of election, and for other incidental purposes.
- (iii) The election shall be by secret ballot and the Members shall cast their vote in person and not by proxy.
- (iv) The decision of the officer appointed for conducting the election shall be final in respect of any question arising in connection with the election of the three Trustees to be elected by the Members.

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Retired Trustees shall be eligible for reappointment and/or re-election, as the case may be.

A person shall be disqualified from being appointed as a Trustee in the event that he is declared to be of unsound mind by a competent court or he is an undischarged insolvent or he has been convicted of an offence involving moral turpitude.

A person shall automatically cease to be a Trustee in the event of disqualification, death, retirement, termination of service by the Corporation, or on such appointment (whether by way of nomination or election) being revoked by the Corporation. In the case of a Trustee elected by the Members, such Trustee shall also automatically cease to be a Trustee in the event that such Trustee ceases to be a Member or on becoming officer or is transferred out of Mumbai. In the event of any question in relation to whether any person is disqualified from being a Trustee, such question shall be referred to the Corporation and the decision of the Corporation on any such question shall be final.

A Trustee may resign his office by a letter in writing addressed to the Managing Director / Chairman of the Corporation, and his office shall fall vacant from the date on which his resignation is accepted.

#### 10. DEED OF TRUST

The Board shall from time to time on every appointment of any new Trustee or Trustees cause the Fund to be vested in his or their name or names under his or their legal control jointly with any continuing or other Trustee or Trustees as the case may be.

#### 11. PROCEEDINGS OF THE BOARD

The Trustees shall from time to time elect one of them to be Chairman of the Board, and such Chairman shall preside over the meetings of the Board. In his absence, any one of the other Trustees shall preside at meetings of the Board.

Each Trustee shall be given notice of not less than fifteen (15) days, such notice specifying the date, time and place of every ordinary meeting together with a list of business to be conducted at such meeting, provided that the Chairman may call an special meeting for considering any matter which in his opinion is urgent and a notice giving such reasonable time as he may consider necessary shall be deemed sufficient.

The Board shall meet in accordance with these Rules at least once in each quarter of the calendar year.

The quorum for a meeting of the Board shall be not less than four Trustees, minimum two from the Trustees appointed by the Corporation and the other two from amongst the Members' Trustees.

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In the event that a Trustee fails to attend three (3) consecutive meetings of the Board, without obtaining any leave of absence from the Chairman, he shall cease to be a Trustee or a member of the Board, provided that the Chairman may restore him to trusteeship if the Chairman is satisfied that there are reasonable grounds for the absence(s).

Every question arising at a meeting of the Board shall be decided by a majority of votes and, in case of an equality of votes, the Trustee presiding at the meeting shall have a casting vote.

The minutes of the meetings of the Board shall be recorded in a minute book which shall be a permanent record.

## 12. SECRETARY

The Board may from time to time appoint one of the officers of the Corporation to be the secretary of the Fund who may exercise such powers and authorities as may be conferred on him by the Board.

## 13. AUTHORITY OF TRUSTEES AND DELGATION THEREOF

All monies from time to time contributed to the Fund by the Members and the Corporation and paid to the Board or accruing by way of interest or otherwise to the Fund shall be invested by the Board in the name of the Fund and in the manner as prescribed under the Income Tax Act, or any statutory modification thereof, and the rules framed thereunder.

The account or accounts opened in the name of the Fund with banks shall be jointly operated by any two of the Trustees for and on behalf of the Fund.

## 14. LIABILITY OF TRUSTEES

A Trustee or Trustees for the time being shall at no time be made liable for any more monies than shall actually have come into his or their own proper hands or for the loss or variation in the price of securities or for the failure of any bank or company or firm or for the dishonesty of any clerk or servant or other person with whom any part of the trust property may be deposited or be placed in charge or be liable for any other than his own immediate and wilful acts, deeds, defaults and/or gross negligence. Any loss or diminution in the value of the investment of the Fund from whatever cause of source arising shall be borne by the Fund, and the Trustees shall incur no liability by reason or account thereof. All such losses or diminution in the value of the investment of the Fund shall be debited to the "Lapse and Forfeiture Account".

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**15. INDEMNIFICATION OF TRUSTEES**

Every Trustee shall be entitled to be indemnified by the Fund against all proceedings, cost and all expenses occasioned by any claim in connection with the Fund not arising from his own immediate and wilful acts, deeds, defaults and/or gross negligence.

**16. RECEIPTS BY TRUSTEES**

A receipt of the Trustees for the purchase money of any property held by the Trustees and sold by them shall be good and sufficient discharge to the persons paying or delivering such moneys, which in or by such receipt is expressed to be or to have been received. The persons paying or delivering such moneys and taking such receipts as aforesaid shall not be obliged or required to see to the application of the same moneys or be answerable or accountable for the misapplication or non-application thereof.

**17. EXPENSES OF THE FUND**

The Fund shall bear all expenses of the management of the Fund, including charges incurred for auditors' fees, clerical assistance, cost of accounts, books, stationery and all other reasonable costs, charges and expenses incurred in connection with the Fund or any claim thereon for any reason whatsoever.

**18. ACCOUNTS OF THE FUND**

The accounts of the Fund shall be maintained by the Trustees at the head office of the Corporation.

The Trustees shall every year prepare and submit to the Corporation the duly audited Revenue Account and the Balance Sheet of the Fund as on 31<sup>st</sup> March of the preceding year, and the said duly audited Revenue Account and the Balance Sheet of the Fund shall be displayed for the information of the Members at every office of the Corporation.

An account shall be maintained for each Member of the Fund by the Trustees at the provident fund department of the Corporation. A statement shall be sent every month to the Trustees by each of the salary disbursing offices in respect of the Employees working in their respective jurisdictions, together with the remittance of the monthly Contribution of the Members at each such office of the Corporation as well as the Contribution of the Corporation. The Board shall supply to each Member as soon as convenient after the 31<sup>st</sup> day of March in each year a statement showing the state of his individual accounts the correctness of which shall be certified by the Member in the manner prescribed

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## 19. INVESTMENTS OF THE FUND

All moneys from time to time contributed to the Fund by the Members and the Corporation or accruing by way of interest or otherwise to the Fund shall be invested by the Trustees in the name of the Fund in securities mentioned or referred to in Clauses (a), (b), (c), (d) or (e) of Section 20 of the Indian Trusts Act, 1882 in the manner prescribed under the Income Tax Act, 1961, or any statutory modification thereof, and the rules framed thereunder.

Notwithstanding the foregoing, the Board may keep un-invested such reasonable sum of sums out of the moneys received by the Fund, as it may from time to time decide, in an account or in accounts in any scheduled bank or banks and/or with the Corporation to meet the expenses of the management of the Fund and for the purpose of disbursement as provided in these Rules. Should the said account or accounts require replenishing at any time, the Board may in their discretion affect this by the sale of investments in which the moneys of the Fund may be invested.

## 20. INTEREST

All interest received and/or accrued due on the investments of the Fund and the above mentioned bank account or accounts shall be deemed to be money received by the Board and shall be invested or retained accordingly. Subject as hereinafter provided, interest realised and/or accrued due in every year on the investments of the Fund and the bank accounts shall be entered into a separate account styled the "Interest Account", and the interest of every year calculated up to 31st March thereof, shall be credited to the Members' individual accounts on pro-rata basis nearest to one paisa as soon as may be after the 31st day of March of each such year.

It is hereby clarified that, notwithstanding the above, while settling the account of an ex-Member, interest for the broken period (i.e., 31<sup>st</sup> March preceding the date of retirement, resignation, termination, discharge or dismissal to the date of such retirement, resignation termination, discharge or dismissal) shall be calculated at a rate  $\frac{1}{2}$  percent less than the rate determined for the previous year on the credit of such ex-Member on the 1<sup>st</sup> of April in the preceding year.

## 21. LAPSE & FORFEITURE ACCOUNT

The Corporation's Contribution together with the interest accrued thereon which are not payable to the Member on his retirement, discharge or dismissal under these Rules, all balances which may remain unclaimed for a period of five (5) years, and all profits from investments of the Funds, shall be paid by the Trustees into a separate account styled the "Lapse & Forfeiture Account". The funds in the said account shall be utilised to meet any loss from investment of moneys, and/or provide for the difference between the running interest yield of investments in the Fund and the redemption interest yield of such investments credited to individual Members' accounts under these Rules.

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All losses suffered during any year on sales or conversion of investments of the funds during such year shall, insofar as such losses are not met from the "Lapse & Forfeiture Account", be debited at the end of such year to the accounts of the Members rateably in proportion to the respective amounts standing to their credit at the end of such year. In the event that during any year there is such a fall in the market values of the investments of the Fund as in the absolute discretion of the Trustees requires an adjustment of the accounts of the Members after utilising the "Lapse & Forfeiture Account", the Trustees shall be entitled to debit to the accounts of the individual Members rateably in proportion to the respective amount standing to their credit such total amount in respect of the depreciation in the investments as the Trustees may fix.

Any benefit arising to any Member from the balance in the lapsed account will be taxable in accordance with the provisions of the Income Tax Act, 1961 or any statutory modification thereof.

### **PART - III CONTRIBUTIONS**

#### **22. CONTRIBUTIONS TO THE FUND**

The Fund shall consist of:

- (i) Contributions by the Members out of their salaries;
- (ii) Contributions by the Corporation;
- (iii) Sums forfeited to the Fund under these Rules; and
- (iv) The securities purchased by the Fund, the capital assets of the Fund and the interest / dividends from investments of the Fund.

Except as provided in these Rules no monies will be accepted for credit of contributions in the Provident Fund Account.

#### **23. MEMBERS' CONTRIBUTION**

Every Member shall contribute to the Fund at the rate prescribed in the Rationalisation Schemes and the amendments thereto as may be made from time to time, which shall be deducted by the Corporation from the Member's monthly salary.

#### **24. CORPORATION'S CONTRIBUTION**

The Corporation shall contribute to the Fund a sum equal to the total amount of contributions made to the Fund by the Members who are not governed by the Pension

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Scheme. On the 31<sup>st</sup> of March in each year, the Corporation shall ascertain the exact amount of Contributions made by each Member during the preceding year and make the necessary adjustments to the Contributions made on a monthly basis by the Corporation.

**25. REMITTANCE OF CONTRIBUTIONS**

The Contributions referred to in Rules 23 and 24 hereof shall be paid by the Corporation to the Board on or before the 15th day of every succeeding month.

**26. VOLUNTARY CONTRIBUTIONS**

Notwithstanding anything contained hereinbefore, every Employee of the Corporation may in addition to his Contributions under Rule 23 hereof, contribute every month to the Fund a sum not exceeding ninety percent (90%) of his monthly basic salary.

The following provisions shall apply to the voluntary Contributions:

- (i) The Corporation shall not contribute against the voluntary Contributions made by the Members.
- (ii) A Member shall give one month's notice to the Trustees if he wishes either to increase his rate of Contribution or to decrease the rate of or discontinue his voluntary Contribution.

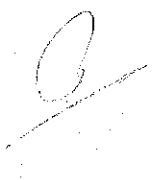
**PART - IV  
PARTICIPATION IN BENEFITS**

**27. WHEN MEMBER ENTITLED TO PAYMENT**

A Member leaving the employment of the Corporation for reasons other than those mentioned in Rules 29 and 30 hereof shall be entitled to receive from the Fund the full amount standing to his credit in the Fund on ceasing to be Employee provided that he has not been employed in any factory or other establishment to which the act applies for a continuous period of not less than two months immediately preceding the date on which he makes an application for withdrawal. The requirement of two months waiting period shall not however apply in case of female Members resigning from the services of the Corporation for the purpose of getting married.

**28. CESSATION OF MEMBERSHIP**

A Member will cease to be a Member of the Fund on his ceasing to be an Employee.

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**29. DISCHARGE FOR NEGLIGENCE INCOMPETENCE OR INSOLVENCY**

Any Member who is discharged for negligence or incompetence or who is adjudicated an insolvent shall only be entitled to repayment of the amount of his own Contributions with interest accrued thereon at the rate and in manner aforesaid.

**30. DISMISSAL FOR INSUBORDINATION, MISCONDUCT OR FRAUD**

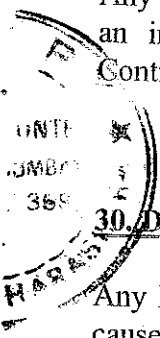
Any Member who is dismissed for insubordination, misconduct, fraud or any other cause of a like nature or who resigns from the Corporation in consequence thereof shall only be entitled to repayment of the amount of his own Contributions with the interest accrued thereon at the rate and in manner aforesaid. The Trustees shall be the sole judges of the sufficiency to the cause of the dismissal or resignation of any Member in any of the foregoing cases.

**31. DEATH OR RETIREMENT**

If after the death or retirement of a Member, but before the Corporation's Contributions to the individual account of the Member have been paid, it is discovered that the Member whilst in the employment of the Corporation was guilty of fraud or misconduct such Member or the person or persons to claiming payment on his death shall only be entitled to repayment of the amount of Member's own Contributions with the interest accrued thereon at the rate and in manner aforesaid. A declaration or certificate by the Corporation under the signature of the Chairman or Managing Director that the Member was guilty of such fraud or misconduct and that the same was discovered after his death or retirement shall be conclusive evidence of the same for the purpose of these Rules.

**32. RECOVERY OF SUMS IN SPECIFIED CASES**

If a Member is dismissed for misconduct or if he voluntarily leaves his employment otherwise than on account of ill-health or other unavoidable cause before the expiration of the term of service specified in these Rules or if after the death or retirement of a Member but before the Corporation's Contributions to the individual account of the Member have been paid it is discovered that the Member whilst in the employment of the Corporation had been guilty of fraud or misconduct the Corporation shall be entitled to recover from the Contributions made by the Corporation to the individual account of the Member and the interest (simple and compound) credited in respect of such Contributions any loss or damage resulting to the Corporation from the cause entailing such dismissal or from the Member voluntarily leaving his employment as aforesaid. The Board of Trustees shall be entitled to declare the amount of loss or damage so resulting and their declaration in



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that behalf shall be final and conclusive and the amount so declared shall be paid to the Corporation.

The Corporation shall not be entitled to recover any sum whatsoever from the Fund, save in cases where the Employee is dismissed for misconduct or voluntarily leaves his employment otherwise than on account of ill health or other unavoidable cause before the expiration of term of service specified in this behalf in these Rules provided that in such cases the recoveries made by the Corporation shall be limited to the Contributions made by it to the individual account of the Employee, and to interest credited in respect of such Contributions in accordance with the regulations of the Fund and the accumulations thereof.

### 33. ACCUMULATED BALANCE

The accumulated balance due to a Member shall be payable on the day he ceases to be an Employee of the Corporation.

### 34. TAX ON ACCUMULATED BALANCE

Where the accumulated balance due to an Employee participating in this Fund is included in his total income owing to the provisions of rule 8 of Part A of IV Schedule of the Income Tax Act, 1961 or any statutory modification thereof, not being applicable, the Income Tax Officer shall calculate the total of various sum of tax which would have been payable by the Employee in respect of his total income for each of the years concerned, and the amount by which such total exceeds the total of all sums paid by or on behalf of such Employee by way of tax for such years shall be payable by the Employee in addition to any other tax for which he may be liable for the previous years in which the accumulated balance due to him becomes payable.

### 35. PAYMENT OF ESTATE DUTY

Before paying the accumulated balance or transferring the "Pension Scheme" in the case of a deceased Employee, the Trustees will ascertain that the estate duty due has been paid or satisfactory arrangements for its payment have been made or that no estate duty is payable.

If a Member dies while in the services of the Corporation and the Trustees are of the opinion that estate duty is payable on the accumulated balance due to the Member, the Trustees may withhold payment of the whole or a part of the amount due to the Member till the estate duty, if any is paid to satisfactory arrangements for its payment have been made by the person or persons to whom the amount is payable under these Rules.

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### 36. TERMINATION OF SERVICE OR RETIREMENT THROUGH ILL HEALTH

Any Member whose services to the Corporation becomes terminated by the Corporation or are dispensed with by the Corporation or who owing to continued illness or ill-health incapacitating him from the proper discharge of his duties to be certified by a medical practitioner nominated by the Trustees or owing to reduction of staff or some other cause/beyond his own control not being a cause of the nature provided for in Rules 29 and 30 hereof or retires due to his having reached the retirement age shall be entitled to the full amount standing to the credit of his account in the Fund at the time of the termination of his services or his discharge or retirement.

### 37. NOMINATION

Every Member shall be entitled to nominate by notice in writing to the Corporation in the form appended to these Rules any person or persons as the party or parties to whom in case of such nominees surviving the Member, the sum standing to his credit at his death and/or the policy moneys receivable or received by the Trustees under any policy of assurance on the life of such Member standing assigned to the Trustees at the death of such Member are or is to be paid. A Member who has made any nomination may revoke the same in any mode in which a nomination could be made and may make another nomination in the manner authorised above.

### 38. DEATH OF A MEMBER

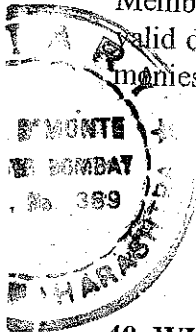
If a Member dies while in the service of the Corporation the Trustees shall pay the amount standing to his credit to the duly appointed nominee or nominees of such Member and may in the absence of such nomination pay such amount either to his executors or administrators or holder of Succession Certificate or to his widow or issue or such other relation or relations as the Trustees shall think fit in their absolute discretion. Any such payment shall be complete and valid discharge to the Fund and to the Trustees and to the Corporation in respect of such Members share and interest in the Fund.

### 39. PAYMENT OF INSURANCE MONIES

If a Member dies while in the services of the Corporation and if at the time of his death any policy of assurance on the life of such Member stands assigned to the

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Trustees, the Trustees shall be entitled to pay, subject to any deduction the Trustees might be entitled to make therefrom, the insurance monies received by them under such policy as assignees of the policy to the person or persons nominated in that behalf by the Member and may in the absence of such nomination pay the same to the person or persons to whom the Trustees pay the amounts standing to the credit of the Member at his death under these Rules, and such payment shall be a complete and valid discharge to the Trustees and the Fund, in respect of such policy and the policy monies.



## PART - V WITHDRAWALS

### 40. WITHDRAWAL WHEN ALLOWED

A Member shall not be entitled to withdraw any sum from the amount standing to his credit but the Trustees may allow in their discretion a withdrawal on grounds and under circumstances and within the limits and subject to all the conditions pertaining to repayment of loan and rate of interest payable thereon specified by the Income Tax Rules made by the Government of India in that behalf and for the time being in force.

### 41. LIFE INSURANCE

Where a policy of life insurance of a Member is financed from his Provident Fund Account, the Trustees may:

- (i) Convert the insurance policy into a paid-up one when the credit in his Provident Fund on account of his share becomes inadequate for payment of any premium.
- (ii) Pay late fee and interest out of the Member's own Contribution in his Provident Fund Account, if any premium cannot be remitted to the Life Insurance Corporation in time because of delay in sending to the Trustees the Policy duly assigned to them or any other reason for which the Member or his employer may be responsible.

### 42. CIRCUMSTANCES IN WHICH WITHDRAWALS MAY BE PERMITTED

1. Withdrawal by the Employees may be allowed by the Trustees of the Provident Fund in the following circumstances:
  - (a) to pay expenses incurred in connection with the illness of the Employee or a member of his family.

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(b) meeting the cost of higher education, including where necessary, the travelling expenses of any child of the Employee actually dependent on him in the following cases namely:

(i) education outside India for academic, technical, professional or vocational courses beyond the high school stage, and

(ii) any medical, engineering or other technical or specialized course in India beyond the High School stage, provided that the course of study is for not less than three years;

(c) to pay for the cost of passage to a place out of India of an Employee or any member of his family.

(d) to pay expenses in connection with marriages, funerals or ceremonies, which by the religion of the Employee it is incumbent upon him to perform;

(e) to meet the expenditure on building a house, or purchasing site or a house and a site PROVIDED that the Employee furnishes an undertaking to the Trustees not to encumber or alienate such house or site or house and site, as the case may be;

(f) to pay premia on policies of insurance on the life of the Employee or his/her spouse provided that the policy is assigned to the Trustees of the Fund or at their discretion deposited with them and that the receipts granted by the insurance company for the premia are from time to time handed over to the Trustees for inspection by the Income Tax Officer;

(g) to meet the cost of legal proceedings instituted by the Employee for vindicating his position in regard to any allegation made against him in the discharge of his official duty or to meet the cost of his defence when he is prosecuted by the employer in any court of law in respect of any official misconduct on his part;

PROVIDED that the advance under this clause shall not be admissible to an Employee who instituted legal proceeding in any court of law either in respect of any matter unconnected with his official duty or against the employer in respect of any condition of service or penalty imposed on him.

#### 43. CONDITIONS FOR WITHDRAWAL FOR VARIOUS PURPOSES

1. The withdrawal in connection with expenses on marriages as specified in clause (d) of sub-rule (1) of Rule 42 hereof shall not exceed six months' pay or the total or the accumulation of exempted Contributions and exempted interest lying to the credit of the Employee, whichever is less.

2. The withdrawal for the purpose specified in clause (e) of sub-rule (1) of Rule 42 hereof shall be subject to the following conditions:



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(i) the amount of withdrawal shall not exceed a Member's basic wages and dearness allowance for 36 months or the Member's own share of Contributions together employer's share of Contribution with interest thereon in this account in the Fund or actual cost towards acquisition of the dwelling site together with the cost of construction thereon or the purchase of the dwelling house / flat or the construction of the dwelling house whichever is the least.



(ii) the Member shall have completed 5 years of membership of the Fund.

(iii) the construction of the house should be commenced within six months of the withdrawal and should be completed within one year from the date of the commencement of the construction

(iv) if the withdrawal is made for the purchase of a house and/or site for a house, the purchase should be made within six months of the withdrawal;

(v) if the withdrawal is made for the repayment of a loan previously raised for the purpose of construction or purchase of a house, the repayment of the loan should be made within three months of the withdrawal.

(vi) where the withdrawal is for the construction of a house, it shall be permitted in two or more equal instalments (not exceeding four), a later instalment being permitted only after verification by the Trustees about the actual utilization of the earlier withdrawal

(vii) the withdrawal shall be permitted only if the house and/or site is free from encumbrances and no withdrawal shall be permitted for purchasing a share in a joint property or building or house or land whose ownership is divided

(viii) if the amount withdrawn exceeds the actual cost of the purchase or construction of the house and/or site, or if the amount is not utilised for the purpose for which it is withdrawn, the excess or the whole amount, as the case may be shall be refunded to the Trustees forthwith in one lump sum together with interest from the month of such withdrawal at the rate prescribed in sub-rule (4) of Rule 45 hereof. The amount refunded shall be credited to the Employee's account in Provident Fund.

3. The withdrawal for the purpose specified in clause (f) of sub-rule (1) of Rule 42 hereof shall not exceed three months' pay or Rs. 500/-, whichever is greater, but shall in no case exceed half the amount to the credit of the Employee.

4. The withdrawal for any other purpose referred to in sub-rule (1) of Rule 42 hereof shall not exceed three months' pay or the total of the accumulation of exempted Contributions and exempted interest lying to the credit of the Employee, whichever is less.

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Contributions and exempted interest lying to the credit of the Employee, whichever is less.

5. For the purpose of this Rule, 'Pay' means the pay to which the Employee is entitled at the time when the withdrawal is granted.

#### 44. SECOND WITHDRAWAL

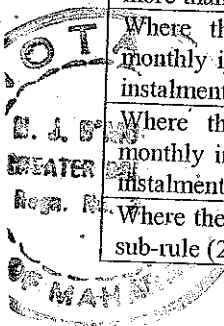
1. Save as in sub-rule (2), a second withdrawal shall not be permitted until the sum first withdrawn has been fully repaid.
2. A withdrawal may be permitted:
  - (a) for any purpose specified in clause (d) or clause (e) of sub-rule (1) of Rule 42 hereof notwithstanding that the sum withdrawn earlier for any purpose has not been repaid.
  - (b) for any other purpose specified in sub-rule (1) of Rule 42 hereof notwithstanding that any sum withdrawn earlier for any purpose specified in clause (d) or clause (e) of sub-rule (1) of Rule 42 hereof the amount withdrawn need not be repaid.

#### 45. REPAYMENT OF AMOUNTS WITHDRAWN

1. Subject to the provisions of clause (viii) of sub-rule (2) of Rule 44 hereof where a withdrawal is allowed for a purpose specified in clause (d) or clause (e) of sub-rule (1) of Rule 42 hereof the amount withdrawn need not be repaid.
2. Where a withdrawal is allowed in connection with marriage as specified in clause (d) of sub-rule (1) of Rule 42 hereof, the amount withdrawn shall be repaid in not more than forty-eight equal monthly instalments.
3. Where a withdrawal is allowed for any other purposes the amount withdrawn shall be repaid in not more than twenty four equal monthly instalments.
4. In respect of withdrawals referred to in sub-rules (2) and (3) and of the amount referred to in clause (viii) of sub-rule (2) of Rule 43 hereof, interest shall be paid in accordance with the following table -

**T A B L E**

1	2
Where the amount is repaid is not more than 12 monthly instalments	One additional instalment of 4% on the amount withdrawn
Where the amount is repaid in more than 12 but more than 24 monthly instalments.	Two additional instalments of 4% on the amount withdrawn.
Where the amount is repaid in more than 24 monthly instalments but not more than 36 monthly instalments.	Three additional instalments of 4% on the amount withdrawn.
Where the amount is repaid in more than 36 monthly instalments but not more than 48 monthly instalments.	Four additional instalments of 4% on the amount withdrawn.
Where the amount is refunded under clause (viii) of sub-rule (2) of Rule 28.	4% of the amount which is refundable.



PROVIDED THAT at the discretion of the Trustees of the Fund, interest may be recovered on the amount aforesaid or the balance thereof outstanding from time to time at 1 per cent, above the rate which is payable for the time being on the balance in the Fund at the credit of the Employee.

- The employer shall deduct the instalments aforesaid from the Employee's salary, and pay them to the Trustees of the Fund. These deductions shall commence from the second monthly payment of salary made after the withdrawal or, in the case of an Employee on leave without pay, from the second monthly payment of the salary made after his return to duty.

**46. AMOUNT WITHDRAWN BUT NOT REPAID MAY BE DEEMED AS INCOME**

In case of default of repayment of instalments due under sub-rule (2) or sub-rule (3) or sub-rule (4) of Rule 45 hereof or where the amount withdrawn is not utilized for the purpose for which it is withdrawn, the Commissioner of Income Tax may at his discretion order that the amount of the withdrawal or the amount outstanding shall be added to total income of the Employee for the year in which the default occurs or the withdrawn amount is finally held not to have been utilized for the purpose for which it is withdrawn, and the Income-Tax Officer shall assess the Employee accordingly.

**47. WITHDRAWAL ON LEAVE PREPARATORY TO RETIREMENT**

Notwithstanding anything contained in Rules 40 to 46 hereof, it shall be open to the Trustees of the Fund to permit the withdrawal, of ninety per cent of the amount standing at the credit of an Employee if the Employee takes leave preparatory to retirement, provided that if he rejoins duty on the expiry of his leave he shall refund the amount drawn together with interest at the rate allowed by the Fund.

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Page No. 13 of 13

**PART - VI**  
**MISCELLANEOUS PROVISIONS**

**48. NO MEMBER TO ASSIGN MORTGAGE OR ALIENATE HIS SHARE**

No Member shall assign, mortgage, or in any other way alienate or effect a charge on his share or interest in the Fund or any part thereof; any alienation or act as aforesaid shall ipso facto terminate the Member's interest in the Fund except to the extent of his own Contribution and the interest thereon.

**49. COPY OF THE RULES TO BE SIGNED BY ALL**

Every Member to the Fund shall sign a copy of the Rules of the Fund for the time being in force by way of signifying his assent to the conditions of the Fund and each Member shall at the same time receive a copy of the Rules provided however that the Rules of the Fund for the time being in force shall bind every Member whether he has signed the same or not.

**50. CALCULATIONS**

In all calculations for the purpose of arriving at the Member's and the Corporation's Contributions to the Fund amounts less than fifty paise shall be disregarded and amount of fifty paise and over shall be calculated as one rupee.

**51. AUDIT AND STATEMENTS TO BE FURNISHED TO MEMBERS**

It shall be the duty of the Fund's auditors to verify the correctness of the Accounts kept at the Head Office yearly and a statement of each Member's account, as at the 31st March in the year, certified by the secretary of the Fund, shall be forwarded as soon thereafter as possible to such Member showing the amount standing to his credit in the books of the Fund.

**52. TRANSFER OF AMOUNTS**

- (a) If a Member's services are transferred by the Corporation to any of its erstwhile subsidiary companies, on such transfer the amount standing to the credit of the Member, including the interest thereon, shall within the time prescribed be transferred by the Board to the Provident Fund of the erstwhile subsidiary Company where such Employee is transferred. The Member shall make the necessary application in this connection in the manner prescribed.
- (b) If the services of an Employee of erstwhile subsidiary Company of the Corporation are transferred to the Corporation and where such person was already a Member of the Provident Fund Scheme in force in such company, the amount

standing to the credit of such Employee in such provident fund shall be received by the Board when such amount is transferred by the Trustees of such Fund and shall be credited to his account with the Fund.

- (c) If a Member quits the employment of the Corporation and joins an establishment where there is a Provident Fund Scheme in force, in whatever form, the Board shall transfer to the credit of such person in such provident fund the amount standing to the credit of such Member and payable to him as per these Rules, if he makes a request to that effect and the Rules of such Provident Fund Scheme permit receiving of such amount.
- (d) If an Employee prior to his joining the Corporation has been a Member of the Provident Fund Scheme, in whatever form, and has a balance standing to his credit and payable to him from such Provident Fund, he shall be entitled to get such amount transferred to his credit in the Fund on his becoming a Member.

### 53. ARBITRATION

Any dispute or difference which may arise between any Member or his executors, administrators, nominee or representative and the Trustees or between any Member or his executors, administrators, nominee or representative and the Corporation as to the meaning or effect of any Rule or as to any matter relating to or arising out of the same shall be referred to the Trustees, and their decision shall be final and binding upon any Member, his executor, administrators, nominee or representative. PROVIDED THAT the Trustees' / arbitrators' decision involving an interpretation of the provision of the Income Tax Act 1961, or any statutory modification thereof, and the rule made thereunder shall have to be communicated to the Commissioner of Income Tax having jurisdiction over the Fund for his approval.

#### TRUSTEES:

#### SIGNATURES

SHRI P N GANDHI

*P N Gandhi*

SHRI S P KATI

*S P Kati*

SHRI GULAM MUNTAQUA

*Gulam Muntaha*

SHRI M RAVINDRAN

*M Ravindran*

SHRI B P DESHMUKH

*B P Deshmukh*

**RESERVE BANK OF INDIA**

**PUBLIC DEBT OFFICE**

**POST BOX NO. 901**

**MUMBAI - 400 001.**

Date : 04-03-05

15.04.01/02  
Ref. No. PDO. 15.04/2107/20

To,  
The Chairman,  
General Insurance Corporation  
of India - Employees Provident Fund,  
'Suraksha', 170, J. Tata Road,  
Churchgate - Mumbai - 400 020

Dear Sir,

Registration of Documents :

- ✓ 1. Resolution and Specimen Signatures
2. Power/s of Attorney favouring

With reference to your letter No. gic/ef/29/05  
dated 18.2.2005, we advise having registered the above  
powers in our book under registration No. \* 714/23/05  
on 04.03.05. Kindly arrange to intimate your  
PAN/GIR Number. & E Mail ID.

\* Please quote the above registration number in your transfer form/s  
and other related correspondence.

Please acknowledge receipt.

Yours faithfully,

Schullym  
p. Regional Director

Encl. 1 original Trust Deed  
and rules.



  
**CERTIFIED TRUE COPY**

**SECRETARY**



आपकाते रक्षिस्वामि

भारतीय साधारण बीमा निगम (कर्मचारी) भविष्य निधी  
General Insurance Corporation of India (Employees') Provident Fund

 **MAPIN**   
Market Participant and Investor Database



**IDENTITY CARD ISSUED BY NSDL ON BEHALF OF SEBI**

NAME : GENERAL INSURANCE CORPORATION OF  
INDIA (EMPLOYEES) PROVIDENT FUND

FORM OF  
ORGANISATION : UNREGISTERED TRUST

UNIQUE ID NO. : 100601666

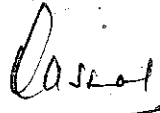
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आयकर विभाग  भारत सरकार  
INCOME TAX DEPARTMENT  GOVT. OF INDIA

GENERAL INSURANCE  
CORP. OF INDIA EMPL. PROV. FUND

1/4/1973  
Permanent Account Number  
AAATG7586M

Signature

  
CERTIFIED TRUE COPY  
SECRETARY

पंजीकृत कार्यालय : "सुरक्षा" 170, जे. टाटा रोड, चर्चगेट, मुंबई - 400 020. दूरध्वनी : 22833046 फॅक्स : 22820535

Regd. Office : "SURAKSHA", 170, J. Tata Road, Churchgate, Mumbai - 400 020.

Tel. : 22833046 Fax : 22832656 Web. : www.gicofindia.com E-mail : info@gicofindia.com

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