KERALA AIDED SCHOOLS EMPLOYEES' PROVIDENT FUND RULES

1. Short title, Commencement and Definitions: These rules may be called the Kerala Aided Schools Employee's Provident Fund Rules, 1967.

Note:- The first deduction due under these rules will be that from the pay for March 1967, payable in April 1967.

2. Definitions: In these rules unless the context otherwise requires:-

   (a) "Account Officer" means such officer as may be appointed by the Government to keep the accounts of the Provident Fund of employees of aided schools.

   (b) "emoluments" means pay, leave salary or subsistence allowances as defined in the Kerala Service Rules, payable to a subscriber for the period concerned and includes dearness pay, if any.

   (c) "employees of aided schools" means teachers and non-teaching staff of aided schools.

   Note:- "Teacher" includes Headmaster as per sub-rule (7) (a) of Rule 2 of Chapter 1 of the Kerala Education Rules.

   (d) 'family' means-

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

   Provided that if a subscriber proves that 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 henceforth be deemed to be no longer a member of the subscriber's family in matters to which these rules relate, unless the subscriber subsequently indicates by express notice in writing to the Account Officer that she shall continue to be so regarded; and

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

   Provided that if a subscriber by notice in writing to the Account officer expresses her desire to exclude her husband from her family, the
husband shall henceforth be deemed to be no longer a member of the subscriber's family in matters to which these rules relate unless the subscriber subsequently cancels formally in writing her notice excluding him.

**Note 1.** "Children" means legitimate children.

**Note 2.** An adopted Child shall be considered to be a child when the Account Officer or if any doubt arises in the mind of the Account Officer, the Advocate General is satisfied that under the personal law of the subscriber, adoption is legally recognised as conferring the status of natural child, but in that case only.

**Note 3.** A child of one person given in adoption to another shall not be considered to be the child of the former, if the Account Officer or if any doubt arises in the mind of the Account Officer, the Advocate General is satisfied that under the personal law of the persons concerned such adoption is legally recognised and in that case only.

(e) 'Fund' means the Kerala Aided School Employees’ Provident Fund.

(f) "Government", "Governor" and "State" means respectively, 'the Government," the Governor", and the State of Kerala'.

(g) "leave" means any kind of leave recognised by the leave rules applicable to the subscriber concerned.

(h) "subscriber" means an employee who subscribes to the Fund.

(i) "subscription" means the amount subscribed to the Fund monthly by an employee.

(j) "year" means the financial year.

(k) the expression" the Act", department', Director, Educational Officer,' District', ' Sub- district', and 'teacher' shall have the same meaning respectively as assigned to them in Kerala Education Rules 1959.

(l) any other expression used but not defined in these rules but defined in the Provident Funds Act, 1925 (Central Act 19 of 1925) or in the Kerala Service Rules shall have the meaning assigned to it in the said Act or Rules, as the case may be.

3. **Constitution of the Fund:**- There shall be a Fund called the Kerala Aided School Employees Provident Fund and the Fund shall be maintained in Rupees.
Note:- The Fund is non-contributory, Neither Government nor managements of schools will contribute to the fund.

4. It shall be compulsory for all full time employees of aided schools who are either permanent or officiating having a continuous service of not less than one year and who are governed by the rules in Chapters XXIV-B or XXVII-B of the Kerala Education Rules to subscribe to the Fund.

Provided that any employees who has insured his life in the State Life Insurance (Official Branch) will not be required to join the fund if he does not want to join it:

2[Provided further that in the case of an aided school employee who belongs to a religious order which imposes vows of poverty on its members the Account Officer may on request in writing being made by the employee in this behalf exempt such employee from joining the fund:]

4[Provided further that unqualified teachers appointed under sub-rule (1) of rule 2 of Chapter XXI shall not also be required to join the Fund.]

5. (1) Subject to rule 4, in the case of subscribers to any of the existing Provident Funds, who come under these Rules the amount of their subscription in the account with interest thereon, shall be transferred to the new Fund to be constituted under these rules.

(2) The Managers' contribution and interest thereon if any, accrued shall be credited to Government. There shall also be no Government contribution to the teacher's accounts under the Provident Fund and the Government contribution, if any, previously credited shall revert to Government.

(3) No employee who has been required or permitted to subscribe to the Fund under these Rules shall be allowed to continue to subscribe to any other existing Provident Fund].

7[Note:- When a subscriber to General Provident Fund (Kerala) quits Government service to take up appointment in an aided school and joins the Kerala Aided School Employees Provident Fund, the balance at his credit in the General Provident Fund (Kerala) shall be transferred to the Aided School Employees Provident Fund with the concurrence of the Accounts Officer (PF)].

6. **Procedure for joining the Fund**:- (1) Every person who is to join the fund shall submit in duplicate an application in Form 'A' appended to
these rules through the Headmaster of the School where he works to
the Educational Officer concerned.

In the case of Headmasters the applications in duplicate shall be
submitted to the Educational Officer direct.

(2) If the Educational Officer on examination of the application under
sub-rule (1) finds it in order, he shall immediately forward the
application along with its enclosures to the Account Officer who shall
after due processes return one copy to the Educational Officers after
allotting an Account Number which will be noted in the relevant
column of the application.

8(3) The Educational Officers shall, on receipt of the admitted copy of
the application from the Account Officer return it to the Headmaster of
the school concerned with instruction to keep it along with the service
records of the employee concerned and effect recovery of subscriptions
regularly in accordance with the rules of the Fund.]

7. **Nominations:** (1) An applicant shall, at the time of joining the Fund,
send to the Account Officer along with his application in Form A, a
nomination conferring on one or more persons the right to receive the
amount that they may stand to his credit in the Fund, in the event of his
death before that amount has become payable or having become
payable, has not been paid:

Provided that if, at the time of making the nomination, the subscriber
has a family the nomination shall not be in favour of any person or
persons other than the members of his family.

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

9[(3) Every nomination shall be in the Form prescribed in the First
Schedule].

(4) A Subscriber may at any time cancel a nomination by sending a
notice in writing to the Account Officer:

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

(5) A subscriber may provide in a nomination.
(a) in respect of any specified nominee, that in the event of his predeceasing the subscriber, the right conferred upon that nominee shall pass to such other person as may be specified in the nomination:

Provided that such other person or persons shall, if the subscriber has other members of his family, be such other member or members:

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

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

Provided that if at the time of making the nomination the subscriber has no family, he shall provide in the nomination that it shall become invalid in the event of his subsequently acquiring a family:

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

(6) Immediately on the death of a nominee in respect of whom no special provision has been made in the nomination under clause (a) of sub clause (5) or on the occurrence of any event by reason of which nomination becomes invalid in pursuance of clause (b) of Sub-rule (5) the subscriber shall send to the Account Officer a notice in writing canceling the nomination together with a fresh nomination made in accordance with the provisions of this rule.

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

(8) Nomination made in respect of several accounts under the existing funds in accordance with the rules governing them, shall be treated as nomination made under these rules, provided they are not inconsistent with these rules.

10[Note:- In this Rule unless the context otherwise requires," Person" or "Persons" shall include a company or institution or association or body of individuals whether incorporated or not.]

8. **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, as prescribed in rule 14, as well as advances and withdrawals from the fund.

11[9. **Conditions and rates of subscription**: A subscriber shall subscribe monthly to the Fund except during a period of suspension.

Provided that a subscriber may, at his option, not subscribe during 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 also that a subscriber undergoing teacher's training who is in receipt of subsistence allowance only, subscription to the Fund shall not except with his consent, be realized during the periods of training:

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

12[Provided also that a subscriber may at any time during last one year of service immediately preceding the date of his retirement elect not to subscribe to the fund.]

13[9A. The subscriber shall intimate his election not to subscribe during the leave referred to in the first proviso to Rule 9 and during the last one year of service immediately preceding the date of his retirement referred to in the third proviso to Rule 9 in the following manner.

(a) By giving an option statement (in duplicate) not to subscribe to the fund to the Head of his office before he proceeds on leave or after electing not to subscribe to the fund in accordance with the third proviso to Rule 9. The Head of office shall forward one copy of the statement to the Assistant Educational Officer or District Educational Officer concerned as the case may be and Assistant Educational Officer/ District Educational Officer shall forward the statement duly countersigned to the Account Officer (P.F).

(b) Failure to make due and timely intimation shall be deemed to constitute an election to subscribe.

(c) The option of a subscriber intimated under these rules shall be final.]

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

(a) It shall be expressed in whole rupees; and
(b) It may be any sum, so expressed which shall not be less than 15% of his emoluments.

Note:-If 14% of emoluments represents a sum not expressible in whole rupees of the fraction of a rupee will be rounded to the nearest whole rupee, 50 Paise or more counting as the next higher rupee.

15%(1 A) In addition to the amount of subscription fixed under sub-rule (1) an additional monthly subscription at the following rate shall be made by the subscribers, with effect from January 1972.

<table>
<thead>
<tr>
<th>Pay range of subscribers</th>
<th>Rate of Additional Monthly subscription</th>
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<tbody>
<tr>
<td>Below Rs. 110</td>
<td>Rs. 3</td>
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<tr>
<td>Rs. 110 to Rs.209</td>
<td>Rs. 4</td>
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<tr>
<td>Rs. 210 to Rs 1250</td>
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(2) For the purpose of Sub-rule (1) the emoluments of the subscriber shall be as follows:-

(a) In the case of a subscriber who was in service on the 31st March of the preceding year, the emoluments to which he was entitled on that date.

Provided that-

(i) if the subscriber was on leave on the said date and elected not to subscribe during such leave, or was under suspension on the said date, his emoluments shall be the emoluments to which he was entitled on the first day after his return to duty;

(ii) if the subscriber was on deputation outside the State on the said date or was on leave on the said date and continues to be on leave and has elected to subscribe during such leave, his emoluments shall be the emoluments to which he would have been entitled had he been on duty in the State or had he not been on leave;

(b) in the case of a subscriber who was not in service on the 31st March of the preceding year, the emoluments to which he was entitled on the day he joins the Fund;

(3) The subscriber shall intimate the fixation of the amount his monthly subscription in each year in the following manner:-
(a) if he was on duty on the 31st March of the preceding year by
deduction which he makes in this behalf from his pay bill for that
month;

(b) if he was on leave on the 31st March of the preceding year and
elected not to subscribe during such leave or was under suspension on
that date, by the deduction which he makes in this behalf from his first
pay bill after his return to duty.

(c) if during the year in which he has entered service for the first time,
or joins the Fund for the first time, by the deduction which he makes in
this behalf, from his pay bill for the month during which he joins the
Fund;

(d) if he was on leave on the 31st March of the preceding year and
continues to be on leave and has elected to subscribe during such leave,
by the deduction which he causes to be made in this behalf from his
salary bill for that month;

(e) if he was on foreign service on the 31st March of the preceding year,
by the amount credited by him into the Treasury on account of
subscription for the month of April in the current year.

(4) The amount of subscription so fixed shall remain unchanged
throughout the year:

Provided that the amount of subscription may be enhanced once at any
time during the course of a year.

16[(5) Notwithstanding anything contained in sub rule (1) the
Government may, by order direct that the whole or any part of the
arrears of pay or allowances or both payable to subscribers under a
Scheme or revision of pay or allowances or both implemented with
retrospective effect shall be credited to the Fund and every subscriber
to whom such order applies shall comply with such order.]

11. When a subscriber is transferred to foreign service or sent on
deputation outside the State, he shall remain subject to the rules of the
Fund in the same manner as if he were not so transferred or sent on
deputation.

12. Realisation of subscription:- Subscription shall ordinarily be recovered
by deduction from pay bill but they may be made by remittance in
cash to the Treasury when a subscriber is on foreign service or on
leave or on deputation outside the State.
In order to avoid credit for periods after the date of retirement, no deductions for Provident Fund subscription shall be made from the last salary of the subscriber.

(2) In case remittance is made in cash to the Treasury, the subscribers shall send the chalans to the Account Officer.

Note:- 1- Heads of institutions are responsible for seeing that the deductions on account of subscription to the Provident Fund are duly made while drawing and disbursing the salary bills of the subscribers (including Headmasters) working in the institutions. Omission to realise the subscription will be considered as failure of duty on their part.

Note:- 2. Heads of institutions shall maintain a list of Provident Fund subscribers whose pay is drawn by them and ensure that the correct Provident Fund number and the name of each subscriber is noted in the Provident Fund schedule attached to the monthly pay bills.

13. If for any reason subscription has not been recovered with effect from the date from which a subscriber is required to subscribe to the Fund, the total amount due to the Fund on account of arrears of subscription shall forthwith be paid by the subscriber to the Fund or in default be ordered by the Account Officer to be recovered by deduction from the emoluments of the subscriber in instalments or otherwise as may be directed by the Head of the Office or Institution.

14. Interest:- (1) Subject to the provisions of sub rule (5), interest at such rate as may be fixed by Government subject to a minimum of 4 percent per annum shall be annually credited by the Government to the account of each subscriber.

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

a) on the amount at the credit of a subscriber on the last day of the preceding year, less any sum withdrawn during the current year - interest for twelve months;

(b) 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;

(c) 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;
(d) the total amount of interest shall be rounded to the nearest whole rupee (fifty paise or more counting as the next higher rupee):

Provided that when the amount standing at the credit of a subscriber has become payable, interest shall thereupon be credited under this sub-rule in respect, only of the period from the beginning of the current year or from the date of deposit, as the case may be, up to the date on which the amount standing at the credit of the subscriber became payable.

(3) In this rule, the date of deposit shall, in the case of a recovery from emoluments, be deemed to the first day of the month in which it is recovered, and, in the case of an amount remitted by the subscriber into the treasury, shall be deemed to be the first day of the month of remittance, if it is remitted into the treasury before that fifth day of the month, but if it is remitted on or after the fifth day of that month, the first day of the next month.

Provided further that where there has been a delay in the drawal of pay or leave salary and allowance of a subscriber and consequently the recovery of his subscription towards the fund is delayed, the interest on such subscription shall be payable from the month in which the pay or leave salary of the subscriber was due under the rules, irrespective of the month in which it was actually drawn:

Provided further that where the emoluments of a month, are drawn and disbursed in the same month itself, the date of deposit, shall in the case of recovery of his subscription be deemed to be first day of the succeeding month.

4. (i) In addition to any amount to be paid under the rules on final withdrawals, interest thereon up to the end of the month previous to the month in which authorisation for payment of Kerala Aided School Employees Provident Fund balance is issued or the Provident Fund balance is transferred to other Provident Fund in all cases, such as retirement, death, resignation, dismissal or removal, transfer or resignation to take up appointment under Central Government or other State Government or Autonomous bodies, public sector undertakings under the Central or State Government, shall be payable to the person to whom such amount is to be paid.

Provided that in all such cases application for closure of Provident Fund Account or the request for transfer of balance to other Provident Fund should be submitted to the Departmental authorities within a period of one year from the date necessitating the closure of the Provident Fund Account and while forwarding the application for closure or transfer of balance to the Accounts Officer (Provident Fund)
the Departmental Officer shall also specify the date of receipt of such application by him.

(ii) If any application for closure or for transfer of balance to other Provident Fund is received by the Departmental officer after the period of one year stipulated above, interest shall be admissible only up to a period of one year from the crucial date necessitating the closure of the account.

Note: (1) If a subscriber holding a post in an officiating or temporary capacity, on the termination of his post exercises the option allowed by sub-rule (3) of rule 30 of leaving in the Fund, the amount accumulated to his credit, interest shall be allowed on that amount up to the date on which the subscriber subsequently obtains re-employment under Government.

(2) If the application for closure or for transfer of balance is received by the Departmental Officer after a period of one year from the date of retirement etc. payment of interest on the Fund balance beyond a period of one year as per clause (i) of sub-rule (4) up to the end of the month in which authorisation for payment of Provident Fund Balance is issued or the Provident Fund balance is transferred to other Provident Fund, may be authorised by the Government in Finance Department after satisfying that the delay in submitting the application by the subscriber or the claimants was due to circumstances beyond the control of the subscriber or of the claimants. In such cases the administrative delay involved in the matter shall be fully investigated by the departmental authorities and action if any required, shall be taken by the departmental authorities.

(5) Interest shall not be credited to the account of a subscriber if he informs the Account Officer that he does not wish to receive it; but if he subsequently asks for interest, it shall be credited with effect from the first day of the year in which he asks for it, or if he had joined the Fund during the year, form the date of joining the Fund.

(6) Advance from the Fund:— (1) A 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 specified by the Government in this behalf, subject to the following conditions, namely—

(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, provided that the condition of actual dependence shall not apply in the case of any son or daughter of the subscriber.
(i) to pay expenses in connection with prolonged illness of the applicant or any person actually dependent on him; or to repay any outstanding amount on account of a loan expressly taken for this purpose.

**Note:-** An advance is permissible to meet the expenses on account of confinement (1) in cases necessitating prolonged medical attention, prolonged stay in a hospital or protracted treatment and (2) in other circumstances involving expenditure disproportionate to the subscriber's income.

(ii) to pay for the overseas passage for reasons of health or education of the subscriber or of any person actually dependent on him, and also to meet the cost of education of the subscriber or of any person actually dependent on him, outside India, whether for an academic, technical, professional or vocational course; or in India for medical, engineering, or other technical or specialised courses beyond the high school stage, provided that the course of study is for not less than three years.

(iii) to pay obligatory expenses on a scale appropriate to the subscriber's status in connection with marriages, funerals or ceremonies which by the religious or social customs of the applicant it is incumbent on him to perform, or to repay any outstanding amount on account of a loan expressly taken for this purpose.

**Note:-** Temporary advance from Provident Fund credits of a subscriber may be granted to meet expenses in connection with the marriage and other ceremonies of the subscriber himself;

(iv) to pay for the cost of legal proceedings instituted by the subscriber for vindicating his position in regard to any allegations made against him in respect of any act done or purporting to be done by him in the discharge of his official duties, the advance in this case being available in addition to any advance admissible for the same purpose from any other Government source, provided that the advance under this rule shall not be admissible to a subscriber who instituted legal proceedings in any Court of Law either in respect of any matter unconnected with his official duty or against Government in respect of any condition of service or penalty imposed on him; and

(v) to pay for the cost of subscriber's defense where he is prosecuted by the Government in any Court of Law or when the subscriber engages a legal practitioner to defend himself in an inquiry in respect of any alleged misconduct on his part.

20[(vi) to pay for the cost of general education 21[of the subscriber or] of any child of the subscriber in India beyond the High School stage for University Degrees like B. A., B. Sc, M. Sc. etc.].
Note 1- The amount of temporary advances admissible for purposes of sub clauses (iv) and (v) shall, notwithstanding any other provision to the contrary in these rules, not exceed three months pay or Rs. 500. whichever is greater, and shall in no case exceed half the amount at the credit of the subscriber.

Note 2:- A temporary advance may be granted to a subscriber who is under suspension provided he agrees in writing to the recovery of the advance being made in monthly instalments from the subsistence allowance sanctioned to him;

(b) the Government may, in special circumstances sanction a temporary advance if they are satisfied that the subscriber concerned requires the advance for a purpose other than those provided for in clause (a);

(c) the sanctioning authority shall record in writing its reasons for granting the advance.

(d) an advance shall not, except for special reasons to be recorded in writing, be granted.

(i) in excess of three month's pay or half the amount at the credit of the subscriber in the Fund, whichever is less; or (ii) until repayment of the last instalment of any previous advances;

Provided that if the reason is of a confidential nature, it may be communicated to the Account Officer personally and / or confidentially.

Note:- For the purpose of this rule, pay includes dearness pay, if any;

(2) The sanctioning authority shall not, under any circumstances, grant to a subscriber from the Fund-

(a) an advance during the month in which he retires or proceeds on leave preparatory to retirement from service on superannuation;

(b) an advance unless a period of 22[6 months] has elapsed after the grant of a previous advance 23[(C) Sanction of a temporary advance from Provident Fund shall not result in a position where by the amount of advance outstanding repayment plus the advance proposed to be sanctioned is more than 29[300] percent of the balance amount at the subscriber's credit with the Government after disbursing the advance to be sanctioned. The following formula may be adopted for determining the maximum amount of advance admissible at a particular time.
(3a-b) 'a' represents the balance at credit and 'b' represents the outstanding balance of the previous advance/advances.

**Illustration:**

\[
\frac{3a-b}{4} = \frac{(3 \times 6000)}{4} - 2000 = 18,000 - 2000 = 16,000 = 4,000
\]

(4) The amount of the advance should be a sum expressed in whole rupees and the monthly instalments of payments should also be in equal number of whole rupees, the advances applied for being raised or reduced if necessary to enable the instalments to be thus fixed.

16. (1)(a) An advance shall be recovered from the subscriber in such number of equal monthly instalments as the sanctioning authority may direct, but such number shall be less than twelve unless that subscriber so elects, or in any case not more than twenty four.

(b) In special cases, where the amount of advance exceeds 3 months pay of the subscriber under sub-clause (i) clause (d) of sub rule (1) of rule 15, the sanctioning authority may fix such number of instalments to be more than twenty-four but in no case more than thirty six.

(c) A subscriber may, at his option, repay two or more instalments in a month.

(2)(a) Recovery shall be made in the manner prescribed in rules 12 and 13 for the realisation of subscription, and shall commence with the first
issue of pay for the month following the month in which the advance is drawn.

(b) Recovery shall not be made, except with the subscriber's consent while he is on leave, which either does not carry any leave salary or carries leave salary equal to/or less than half pay or half average pay or while undergoing teachers training] or in receipt of subsistence allowance 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.

[(3) When advance is sanctioned under sub-rule (1) of Rule 15 before repayment of any previous advance is completed the balance or any previous advance not recovered shall be added to the advance so sanctioned and the instalments for recovery shall be fixed with reference to the consolidated amount].

(4) If any advance has been granted to a subscriber and drawn by him and the advance is subsequently disallowed before repayment is completed, the whole or the balance of the amount withdrawn shall with interest at the rate provided in rule 14, be forthwith repaid by the subscriber to the Fund, and in case of default, be ordered by the Account Officer to be recovered by deduction from the emoluments of the subscriber in a lumpsum or in monthly instalments not exceeding twelve as may be directed by the authority competent to sanction an advance for the grant of which special reasons are required under clause (d) of sub-rule(1) of rule 15:

Provided that subscribers whose deposits in the Fund carry no interest shall not be required to pay any interest.

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

[(6) Recoveries towards temporary advance previously granted and outstanding will not be made during the last one year of service immediately preceding the date of retirement in respect of subscriber who has elected not to subscribe to the Fund during the said period in accordance with the third proviso to rule 9.]

17. Payment towards Insurance Policies: (1) Subject to the provisions of rule 27, withdrawal from the Fund may be permitted to meet.

(a) A payment towards a policy of life insurance;

(b) the purchase of a single payment life insurance policy:
Provided that no amount shall be withdrawn (i) before the details of the proposed policy have been submitted to the Account Officer and accepted by him as suitable, or (ii) to meet any payment or purchase made or effected more than three months before the withdrawal or (iii) in excess of the amount required to meet a premium or subscription actually due for payment within three months of the date of withdrawal:

Provided further that no amount may be withdrawn to meet any payment or purchase in respect of an educational endowment policy if that policy is due for payment in whole or part before the subscriber's age of normal superannuation:

Provided also that amount withdrawn shall be rounded to the nearest whole rupee.

(2) The Account Officer shall, before accepting as suitable the details of the proposed policy, satisfy himself that the policy is taken out mainly for the benefit of the subscriber's family and refuse to accept a policy which does not fulfill this condition.

18. (1) The number of policies in respect of which withdrawal of subscriptions from the Fund may be permitted under rule 17 shall not exceed four.

(2) The premium for a policy in respect of which withdrawal of subscriptions from the Fund may be permitted under rule 17 shall not be payable otherwise than annually.

19. If the subscriber withdraws any amount standing to his credit in the Fund for any of the purposes specified in rule 17, he shall continue to pay to the Fund the subscription payable under rule 10.

20. (1) A subscriber who desires to withdraw any amount under rule 17 shall:-

(a) intimate the reasons for the withdrawal to the Account Officer by letter.
(b) make arrangements with the Account Officer for the withdrawal; and
(c) send to the Account Officer within such period as the Account Officer may require, receipt or certified copies of receipts in order to satisfy the Account Officer that the amount withdrawn was duly applied for the purpose specified in rule 17.

(2) The Account Officer shall order the recovery of any amount withdrawn, in respect of which he has not been satisfied in the manner required by clause (c) of sub-rule (1) together with interest thereon at
the rate determined under rule 14 in respect of the year in which the payments should have been made from the emoluments of the subscriber and place it to the credit of the subscriber in the Fund.

21. (1) A policy to be acceptable under these rules shall be one effected by the subscriber himself on his own life and shall (unless it is a policy effected by a male subscriber which is expressed on the face of it to be for the benefit of his wife, or of his wife and children, or any of them) be such as may be legally assigned by the subscriber to the Governor. Government will not make any payments of premia on behalf of subscribers to Insurance Companies nor take steps to keep a policy alive.

**Explanation 1:** A policy on the joint lives of the subscriber and the subscriber's wife or husband shall be deemed to be a policy on the life of the subscriber for the purpose of this rule.

**Explanations 2:** A policy which has been assigned to the subscriber's wife shall not be accepted unless either the policy is first reassigned to the subscriber or the subscriber and his wife both join in an appropriate assignment.

(2) A policy may not be effected for the benefit of any beneficiary other than the wife or husband of the subscriber or the wife or husband and children of the subscriber or any of them.

22. (1) A policy when three months after first withdrawal from the Fund in respect of the policy, shall -

(a) Unless it is a policy effected by a male subscriber which is expressed on the face of it to be for the benefit of the wife of the subscriber, or of his wife and children or any of them, be assigned to the Governor as security for the payment of any sum which may become payable to the Fund under sub-rule (1) of rule 26 and delivered to the Account Officer, the assignment being made by endorsement on the policy in Form 1 or Form II or Form III in the Second Schedule to these rules according as the policy is on the life of the subscriber or on the joint lives of the subscriber and the subscriber's wife or husband, or the policy has previously been assigned to the subscriber's wife.

(b) if it is a policy effected by a male subscriber which is expressed on the face of it to be for the benefit of the wife of the subscriber or of the wife and children or any of them, be delivered to the Account Officer.

(2) The Account Officer shall satisfy himself by reference to the Life Insurance Corporation, where possible, that no prior assignment of the policy exists.
(3) Once a policy has been accepted by the Account Officer for the purpose of being financed from the Fund, the terms of the Policy shall not be altered, nor shall be the policy be exchanged for another policy without the prior consent of the Account Officer to whom details of the alteration or of the new policy shall be furnished.

(4) If the Policy is not assigned and delivered, or delivered within the said period of three months, any amount withheld or withdrawn from the Fund in respect of the policy shall, with interest thereon at the rate provided in rule 14, forthwith be paid or repaid, as the case may be, by the subscriber to the Fund, or in case of default be ordered by the Account Officer to be recovered by deduction from the emoluments of the subscriber by instalments or otherwise as may be directed by the Head of the Department.

(5) Notice of assignment of the policy shall be given by the subscriber to the Life Insurance Corporation and the acknowledgment of the notice by the Life Insurance Corporation shall be sent to the Account Officer within three months of the date of assignment.

Note:- The subscriber shall not during the currency of the policy draw any bonus the drawal of which during such currency is optional under the terms of the policy, and the amount of any bonus which under the terms of the policy the subscriber has no option to refrain from drawing during its currency shall be paid forthwith into the Fund by the subscriber or in case of default be ordered by the Account Officer to be recovered by deduction from the emoluments of the subscriber by instalments or otherwise, as may be directed by the authority competent to sanction an advance for the grant of which special reasons are required.

23. If a subscriber to any other Fund framing his insurance policy or policies under the rules of that Fund comes over to the Fund constituted under these rules and intends to finance that policy or policies under the rules of the Fund, constituted under these rules he shall on reassignment of the policy or policies by the Account Officer concerned in the form prescribed in the Fourth Schedule to these rules, make within a period of three months of the reassignment a fresh assignment of the policy or policies in the appropriate form prescribed in the Second Schedule to these rules.

24. (1) Save as provided by sub-rule (2) of rule 26, when the subscriber-

(a) quits the service; or
(b) has proceeded on leave preparatory to retirement or if he is employed in a vacation department, on leave preparatory to retirement combined with vacation, and applies to the Account Officer for reassignment or return of the policy; or
(c) while on leave has been permitted to retire or declared by a competent medical authority to be unfit for further service and applies to the Account Officer for reassignment or return of the policy, or

(d) pays or repays to the Fund the whole of any amount withdrawn from the Fund for any of the purposes mentioned in rule 17 with interest thereon at the rate provided in rule 14, the Account Officer shall, for and on behalf of the Governor;

(i) if the policy has been assigned to the Governor under rule 22 reassign the policy in Form I in the Third Schedule to these rules to the subscriber, or to the subscriber and the joint assured, as the case may be, and make it over to the subscriber together with a signed notice of the reassignment addressed to the Life Insurance Corporation; or

(ii) if the policy has been delivered to him under clause (b) of sub-rule (1) of rule 22 make over the policy to the subscriber.

(2) Save as provided by sub-rule (2) of rule 26, when the subscriber dies before quitting the service, the Account Officer shall deal with the Policy as indicated below namely:

(a) if there is a beneficiary and if the beneficiary be the same as the person entitled to his Provident Fund, the Account Officer shall for and on behalf of the Governor reassign the policy to the beneficiary in Form No. II in the Third Schedule to these rules;

(b) if there is a beneficiary who is different from the person entitled to the Provident Fund, the Account Officer shall draw the amount from the life Insurance Corporation and recoup to the Provident Fund such amount as has been withdrawn for payment of premia together with interest as calculated under rule 14 and pay the balance if any, to the beneficiary;

(c) if there is no beneficiary, the Account Officer shall draw the amount from the Life Insurance Corporation and credit to the Provident Fund Account of the Subscriber and dispose it of as follows:-

From the amount so realised, so much of the amount as has been withdrawn from his Provident Fund amount for the payment of premia with interest as calculated under rule 14 shall be paid to the person or persons entitled for his Provident Fund amounts. The balance if any will form part of the estate of the deceased and shall be paid to his heirs according to law provided it is free from attachment by a Court of law.

25. (1) If a policy assigned to the Governor under rule 22 matures before the subscriber quits the service, or if a policy on the joint lives of a
subscriber and the subscriber's wife or husband assigned under rule 22 falls due for payment by reason of the death of the subscriber's wife or husband, the Account Officer shall, save as provided by sub-rule (2) of rule 26 proceed as follows:

(i) if the amount assured is greater than the whole of the amount withdrawn from the Fund in respect of the policy with interest, the Account Officer shall for and on behalf of the Governor, re-assign the policy in the Form set forth in the Fourth Schedule to these rules, to the subscriber or to the subscriber and the joint assured, as the case may be, and make it over to the subscriber who shall immediately on receipt of the policy moneys from the Life Insurance Corporation pay or repay to the Fund the whole of any amount withdrawn with interest, and in case of default, the provisions of sub-rule (4) of rule 22 applicable to a failure to assign and deliver a policy shall apply;

(ii) if the amount assured is less than the whole of the amount withdrawn with interest, the Account Officer shall realise the amount assured together with any bonuses which have acquired and shall place the amount so realised to the credit of the subscriber in the Fund.

(2) Save as provided by sub-rule (2) of rule 26, if a policy delivered to the Account Officer under clause (b) of sub-rule (1) of rule 22 matures before the subscriber quits the service, the Account Officer shall make over the policy to the subscriber.

Provided that if the interest in the policy of the wife of the subscriber or of his wife and children, or any of them, as expressed on the face of the policy, expires when the policy matures, the subscriber, if the policy moneys are paid to him by the Life Insurance Corporation, shall immediately on receipt thereon, pay or repay to the Fund.

(i) the whole of any amount withdrawn from the Fund in respect of the policy with interest thereon at the rate provided in rule 14; or

(ii) an amount equal to the amount assured together with the amounts of any bonuses which have accrued whichever is less and, in case of default, the provisions of sub-rule (4) of rule 22 applicable to a failure to assign and deliver a policy shall apply.

26. (1) If the policy lapses or is assigned otherwise than to the Governor under rule 22 or is charged or encumbered, the provisions of sub-rule (4) of rule 22 applicable to a failure to assign and deliver a policy shall apply.

(2) If the Account Officer receives notice of -
(a) an assignment (other than an assignment to the Governor) under rule 22 of; or

(b) a charge or encumbrance on; or

(c) an order of a Court restraining dealings with the policy or any amount realised thereon; the Account Officer shall not, for and on behalf of the Governor:-

(i) re-assign or make over the policy as provided in rule 24; or

(ii) realise the amount assured by the policy or re-assign or make over the policy, as provided in rule 25; but shall forthwith refer the matter to the Government.

27. The provisions of rules 17 to 26 shall apply only to subscribers who, before the date of commencement of these rules, have been making withdrawals from any other Funds for such payments:

Provided that withdrawals from the Fund shall not be permitted for making payments in respect of any new policy.

NON-REFUNDABLE WITHDRAWALS

28. Withdrawals from the fund:- (1) Subject to the conditions specified herein non-refundable withdrawals from the amount standing to the credit of a subscriber in the Fund may be sanctioned by an authority competent to sanction an advance for special reasons under clause (d) of sub-rule (1) of rule 15, at any time:-

(a) after the completion of 20 years of service (including broken periods of service, if any) of the subscriber or within ten years of the date of his attainment of the age of superannuation, whichever is earlier, except during the month in which he retires or proceeds on leave preparatory to retirement from service on superannuation, for one or more of the following purposes, namely:-

(i) meeting the cost of higher education, including, where necessary, the travelling expenses of any child of the subscriber and if he has no child, or any other relative 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.

(ii) meeting the expenditure in connection with the marriage of a son or daughter of the subscriber, and if he has no daughter, or any other female relative dependent on him, or repaying any outstanding amount on account of a loan expressly taken for this purpose.

(iii) meeting the expenditure in connection with the illness, including, where necessary, the travelling expenses of the subscriber or any person actually dependent on him or repaying any outstanding amount on account of a loan expressly taken for this purpose;

(iv) purchasing a house site in the name (s) of the subscriber and/or his wife or repaying any outstanding amount on account of a loan expressly taken for this purpose from the Government or any other source before the date of application for the withdrawal;

Provided that the house to be constructed on the site so purchased is for the actual residence of the subscriber and/or his family;

(v) building a suitable house on a site owned or acquired by the subscriber and/or his wife or without any assistance from the Provident Fund, or acquiring a house together with the site thereof in the name (s) of the subscriber and/or his wife, or repaying any outstanding amount on account of a loan expressly taken by the subscriber and/or his wife from the Government or any other source for any of these purposes before the date of application for withdrawal;

Provided that the house is for the actual residence of the subscriber and/or his family; and (vi) making additions or alterations to, or reconstructing, or completing, or repairing a house owned or acquired by the subscriber and/or his wife with or without any assistance from the Provident Fund, or repaying any outstanding amount on account of a loan expressly taken by the subscriber and/or his wife from the Government or any other source for any of the said purpose before the date of application for the withdrawal:

Provided that the house is for the actual residence of the subscriber and/or his family.

Note:- In respect of a female subscriber the words 'his' and 'wife, occurring in sub clauses (iv), (v) and (vi) shall be read as ' her' and 'husband' respectively.

33[Note:- In the case of subscriber who has elected to discontinue subscription in terms of the third proviso to rule 9, non-refundable
withdrawal from Provident Fund shall not be sanctioned after the application for closure is forwarded to the Accounts Officer (P.F.):

(b) after the completion of twenty-five years of service (including broken periods of service, if any) of a subscriber or within three years before the date of his retirement on superannuation, whichever is earlier, from the amount standing to his credit in the Fund for the purpose of purchasing a motor car for his own use or repaying any outstanding amount on account of a Government loan expressly taken for this purpose before the date of application for the withdrawal:

Provided that the subscriber draws, on the date of application, a pay (as defined in rule 12 (23) Part I, Kerala Service Rules) of not less than Rs. 550 per mensem:

Provided further that the amount of withdrawal shall in no case exceed the actual cost of the car or the balance outstanding against the loan taken for the purpose:

Provided also that no withdrawal for this purpose shall be allowed more than once:

(2) (a) Any sum withdrawn by a subscriber at anyone time for one or more of the purposes specified in sub-rule (1) from the amount standing to his credit in the Fund shall not ordinarily exceed one-half of such amount or six month's pay, which ever is less. 34[The Director] may, however, sanction the withdrawal of an amount in excess of this limit up to of 3/4th of the balance at his credit in the Fund having due regard to the object for which the withdrawal is being made, the status of the subscriber and the amount to his credit in the fund.

Provided that-

(i) in the case of subscriber who has availed himself of a loan under any of the schemes sponsored by the Government for the grant of advances for house building purpose or has been allowed any assistance in this regard from any other Government source a non-refundable withdrawal by him from the Provident Fund will be permitted if the amounts withdrawn from the Fund, together with the amount of a loan taken under the Housing Scheme sponsored by the Government or the assistance taken from any other Government source, does not exceed Rs. 75,000 or five years pay of the subscriber, whichever is less:

(ii) a subscriber who has been permitted a non-refundable withdrawal from the Fund for the purpose of building or acquiring a suitable house for residence at any place will not be permitted to make another non-refundable withdrawal from the Fund for any of these purposes or for the purchase of a house site at the same or another place.
(iii) in the case of a subscriber who has been permitted a non-refundable withdrawal under sub clause (iv) of clause (a) of sub-rule (1) to purchase a house site he will not be permitted to make another withdrawal for acquiring another house site or a house together with site at the same or another place;

(iv) a subscriber who has been permitted under sub-clause (iv) or sub-clause (v) of clause (a) of sub-section (1) of rule 28 to withdraw money from the amount standing to his credit in the Fund shall not part with the possession of the house so built or acquired or house site so purchased by way of sale, mortgage, gift, exchange or lease for a term exceeding three years, without the previous permission of the sanctioning authority.

(b) A subscriber referred to in paragraph (iv) of the proviso to clause (a) shall submit a declaration not later than the 31st day of December of every year to the effect that the house or, as the case may be, the house site continues to be in his possession and shall, if so required, produce before the sanctioning authority on or before the date specified by that authority in that behalf, the original sale deed and other documents on which his title to the property is based. If at any time before retirement, he parts with the possession of the house or house site without obtaining the previous permission of the sanctioning authority, the sum withdrawn by him shall forthwith be repaid in one lumpsum together with interest thereon at the rate determined under rule 14, by the subscriber to the Fund and in default of such repayment, it shall be ordered by the sanctioning authority to be recovered from his emoluments either in a lumpsum or in such number of monthly instalments, as may be determined by the Government:

Provided that those subscribers, whose deposits in the Fund carry no interest shall not be required to pay any interest.

(3) A subscriber who has been permitted to withdraw money from the Fund under sub-rule (1) shall satisfy the sanctioning authority within a reasonable period as may be specified by that authority that the money has been utilised for the purpose for which it was withdrawn, and if he fails to do so, the whole of the sum so withdrawn or so much thereof as has not been applied for the purpose for which it was withdrawn, shall forthwith be repaid in one lump together with interest thereon at the rate determined under rule 14, by the subscriber to the Fund and in default of such payment, it shall be ordered by the sanctioning authority to be recovered from his emoluments either in a lump or in such number of monthly instalments, as may be determined by the Government.
(4) Nothing in sub-rule (3) shall be deemed to require a subscriber whose deposits in the Fund carry no interest, to pay any interest, on any sum repayable by him under that sub-rule.

(5) A subscriber who has drawn an advance under rule 15 for any of the purposes specified in sub-clauses (i), (ii) and (iii) of clause (a) sub-rule (1) may convert, at his discretion, by written request addressed to the Account Officer through the sanctioning authority, the balance of the advance outstanding (against it) into a non-refundable withdrawal on his satisfying the conditions laid down in sub-rules (1) to (4),

35[28A. (1) Only one non-refundable withdrawal can be allowed for the same purpose. In this context, the marriage/education of different sons/daughters/relatives actually dependent on the subscriber and the illness of the subscriber or dependent, on different occasions will not be treated as the same purpose. Regarding educational expenses, a withdrawal will be permitted for meeting the expenses for each year of education (of the kind mentioned in the Provident Fund Rules). Similarly a further non refundable withdrawal can be allowed for a second or subsequent marriage of the same, son or daughter or relative actually dependent on the subscriber. In the case of marriage the amount should not be drawn earlier than three months of the date of marriage and if for any reason the marriage is postponed beyond 3 months from the date of drawal of the amount, it should be refunded. In such cases a fresh withdrawal can be allowed when the need actually arises.

(2) When a non-refundable withdrawal is sanctioned for medical treatment of the same person within six months of the previous sanction, it should be specified in the sanction that the nonrefundable withdrawal is for illness on a different occasion.

(3) In respect of the grant of non-refundable withdrawals for purchasing house site, if the payment is required in instalments through house building Co-operative Societies or similar agencies, a subscriber shall be permitted to make non-refundable withdrawals as and when he is called upon to pay an instalment and each call for payment of instalment will be treated a different purpose.

Note 1: The cost of electrification and sanitary arrangements, etc shall be treated as part of the expenditure for building a suitable house.

2. The various purposes specified in sub clause (1) shall be treated as the same purpose for the grant of non-refundable withdrawal.

3. The amount of part-final withdrawal for any of the purpose in sub-clause (1) should be fixed with reference to the net estimate amount for such purposes, after deducting the provision for electrification etc, if
any included in the estimate and a certificate to the effect that the cost of additions, alterations, repairs, etc. for which the part final withdrawal is sanctioned does not include cost of electrification, sanitary arrangements etc. should also be furnished by the sanctioning authority at the time of sanctioning the withdrawal.

(4) A temporary advance should not be granted when a previous non-refundable withdrawal was granted for the same purpose, within a period of four months. Similarly a non-refundable withdrawal should not be granted when a previous temporary advance was granted for the same purpose. Further the temporary advance which is subsequently converted into a non-refundable withdrawal should be treated as a non-refundable withdrawal and in such cases another non-refundable withdrawal should not be granted for the same purpose. A temporary advance for the same purpose is permissible after a period of four months and within a period of six months only when the previous advance sanctioned to the subscriber is a non-refundable withdrawal.

(5) In the case of a subscriber under suspension, his period of suspension will also be taken into account for the purpose of reckoning the minimum service of 20 years).

29. **Recovery of moneys drawn or withdrawn from the Fund for improper use**: Notwithstanding anything contained in these rules, if the sanctioning authority is satisfied that money drawn as an advance from the Fund under sub-rule (1) of rule 15 or withdrawn from the Fund under rule 17 has been utilised for a purpose other than that for which sanction was given to the drawal or withdrawal of the money, the amount in question shall, with interest at the rate provided in rule 14 forthwith be repaid or paid, as the case may be, by the subscriber to the Fund, or in default, be ordered to be recovered by deduction in one sum from the emoluments of the subscriber, even if he be on leave. If the total amount to be repaid or paid, as the case may be, more than half the subscriber's emoluments, recoveries shall be made in monthly instalments of moieties of his emoluments till the entire amount recoverable be repaid or paid, as the case may be, by him.

Note:- In this rule, the term "emoluments" shall not include subsistence allowance.

30. **Final withdrawal or Accumulations in the Fund**: (1) When a subscriber quits the service, the amount standing to his credit in the Fund shall be come payable to him:

Provided that a subscriber who has been dismissed, removed or compulsorily retired from the service and is subsequently reinstated in
the service shall, if required to do so by the Government, repay any amount paid to him from the Fund in pursuance of this rule, with interest thereon in the manner provided in the proviso to the rule 31.

(2) The amount repaid by a subscriber under the proviso to sub-rule (1) shall be credited to his account in the Fund.

(3) A subscriber holding a post in an officiating or temporary capacity may either withdraw the amount on the termination of his post or leave it in the Fund to be withdrawn at the time he finally quits service.

Note 1. When a subscriber quits service for appointment in Government service his balance in the Fund shall be transferred to the Government Provident Fund with the concurrence of the Account Officer of that Fund.

[Note 2. When a subscriber to the Kerala Aided School Employee’s Provident Fund quits Aided School Service for appointment in a Private College, the balance at his credit in the Kerala Aided School Employee’s Provident Fund shall be transferred to the Kerala Private College Teacher’s Provident Fund].

31. When a subscriber:—

(a) has proceeded on leave preparatory to retirement or, if he is employed in a vacation department, on leave preparatory to retirement combined with vacation: or

(b) while on leave, has been permitted to retire or has been declared by a competent medical authority to be unfit for further service; or (c) has attained the age of superannuation but has not been permitted to retire from service owing to some reason or other, the amount standing to his credit in the Fund shall, upon application made by him in that behalf to the Account Officer, become payable to him:

Provided that the subscriber, if he returns to duty shall, if required to do so by the authority competent to sanction an advance for the grant of which special reasons are required under clause (d) of sub-rule (i) of rule 15, repay to the Fund, for credit to his account, the whole or part of any amount paid to him from the Fund in pursuance of this rule with interest thereon at the rate provided in rule 14 in cash or securities or partly in cash and partly in securities, by instalments or otherwise by recovery from his emoluments or otherwise as may be directed by the said authority.

32. 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-
(1) when the subscriber leaves a family-

(a) if a nomination made by the subscriber in accordance with the provisions of rule 7 or of the corresponding rule heretofore in force in favour of a member or members of his family 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 amount standing to his credit in the Fund, the whole amount or the part thereof to which the nomination does not relate, as the case may be, shall, notwithstanding any nomination purporting to be in favour of any person or persons other than a member or members of his family, become payable to the members of his family in the equal shares:

Provided that no share shall be payable to -

(i) sons who have attained legal majority;
(ii) sons of a deceased son who have attained legal majority;
(iii) married daughters whose husbands are alive;
(iv) married daughters of a deceased son, whose husband are alive; if there is any member of the family other than those specified in clauses (i), (ii), (iii) and (iv):

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

(2) When the subscriber leaves no family, if a nomination made by him in accordance with the provisions of rule 7, or of the corresponding rule heretofore in force in favour of any person or persons subsists, the amount standing to his credit in the Fund or the part thereof to which the nomination relates, shall become payable to his nominee or nominees in the proportion specified in the nomination.

Note 1:- Payment of Provident Fund money due to a minor beneficiary of a deceased subscriber may be made to the guardian nominated by the subscriber. When the subscriber has not nominated a guardian, a guardian appointed by the Court to receive payment on behalf of a minor beneficiary should alone be recognised even where the amount involved does not exceed the limit of Rs. 5000 specified in clause (b) or sub-section (j) of section 4 of the Provident Funds Act, 1925. But if the party pleads inability to incur expenditure for obtaining the
guardianship certificate from the Court, the orders of the Government, should be obtained for making any payment.

**Note 2:** Payment may, however, be made without requiring the production of a guardianship certificate from the Court if the share of a minor beneficiary does not exceed Rs. 500 and when the total amount payable to all the minors in a particular case does not exceed Rs. 1,000, orders of Government being obtained in cases when the above limits are exceeded-

(i) to the natural guardian of such minor beneficiary; or

(ii) in the absence of a natural guardian, to the person considered fit by the Head of the Office to receive payment on behalf of such minor beneficiary on such person executing a bond in the form in Appendix 2 signed by two sureties agreeing to indemnify the Government against any subsequent claim which might arise:

Provided that be natural guardian may, if it is considered expedient, also be required to execute a bond signed by two sureties agreeing to indemnify the Government against any subsequent claim which might arise before the payment is made.

Provided further that, in cases governed by the Hindu Law, payment may be made, without requiring the production of guardianship certificate from the Court, to a Hindu widow of a deceased subscriber on behalf of her minor children other than step children, irrespective of the limit of Rs. 500 specified above and such widow, may if considered expedient, also be required execute a bond signed by two sureties agreeing to indemnify the Government against any subsequent claim which might arise before the payment is made.

**Note 3:** Payment of Provident Fund money due to a person nominated to receive the whole or part of the amount standing to the credit of a subscriber in the fund shall be made as follows in cases where the nominee dies after the subscriber but before receiving payment:-

(a) When the amount due to the deceased nominee does not exceed Rs. 500, the Account Officer may authorise payment of the amount to the claimant or claimants reported by the Collector of the district concerned, to be entitled to receive payment, after making such enquiry into the right and title of the claimant or claimants as the Collector may deem sufficient, if the Collector considers that the production of letters of administration or other legal authority may be dispensed with. The records of enquiry should contain the signed statements of at least two trustworthy or disinterested persons:
Provided that the Collector may, in such cases, if he considered it expedient, require the party to execute, before the payment is made, a bond in the form in Appendix 3 signed by two sureties agreeing to indemnify the Government against any subsequent claim which might arise;

(b) When the amount due to the deceased nominee exceeds RS.500 payment shall be made by the Account Officer to the person who produces probate or letters of administration evidencing the grant to him of administration to the estate of the deceased nominee or a succession certificate entitling the holder there of to receive payment of the amount:

Provided that in cases where the Government are satisfied of the right and title of a person claiming payment as heir of the deceased nominee and that undue delay and hardship would be caused by Insisting on the production of letters of administration or other legal authority they may authorise Account Officer to pay the amount to the claimant on his executing a bond in form in Appendix 3 signed by two sureties agreeing to indemnify the Government against any subsequent claim which might arise.

Note 4:- Notwithstanding the grant of a succession certificate in favour of anyone or more of the claimants, the Provident Fund balance standing to the credit of a deceased subscriber shall be paid to the claimant or claimants in accordance with the provisions of the Provident Fund Act, 1925 and the Rules framed there under; as the Act and the Rules supercede the personal law of succession, inheritance, etc, in respect of Provident Fund money standing to the credit of a deceased subscriber.

33. When the amount standing to the credit of a subscriber in the Fund becomes payable, it shall be the duty of the Account Officer to make payment, as provided in section 4 of the Provident Fund Act, 1925.

34. If the person whom under these rules any amount or policy is to be paid, reassigned or delivered is a lunatic for whose estate a manager has been appointed in this behalf under the Indian Lunacy Act, 1912 the payment, reassignment or delivery shall be made to such manager and not to the lunatic.

35. Relaxation of the provisions of the rules in individual cases:- When the Government are satisfied that the operation of any of these rules causes or is likely to cause undue hardship to an employee or any class of employees of an aided school, they may, after recording the reasons for so doing and notwithstanding anything contained in these rules, deal with the case of such employee or
class of employees] in such manner as may appear to it to be just and equitable:

Provided that the case shall not be dealt with in any manner less favourable to [such employee or class of employees] than that prescribed in these rules.

36. **Interpretation:** If any question arises relating to the interpretation of these rules, it shall be referred to the Government whose decision thereon shall be final.

37. **Rules of procedure:** All sums paid into the Fund under these rules shall be credited in the books of Government to an account named "The Kerala Aided School Employees Provident Fund". Sums of which payment has not been taken within one year after they become payable under these rules, shall be transferred to "Deposits" at the end of the year and treated under the ordinary rules relating to deposits.

38. When paying a subscription either by deduction from emoluments or in cash, a subscriber shall quote the number of his account in the Fund, which shall be communicated to him by the Account Officer. Any change in the number shall similarly be communicated to the subscriber by the Account Officer.

39. (1) As soon as possible after the close of each year, the Account Officer shall send to each subscriber a statement of his account in the Fund showing the opening balance as on the 1st April of the year, the total amounts credited or debited during the year, the total amount of interest credited as on the 31st March of the year and the closing balance on that date. The Account Officer shall attach to the statement of account an inquiry as to whether the subscriber-

(a) desires to make any alteration in any nomination made under rule 7 or under the corresponding rule heretofore in force;

(b) has acquired a family in cases where the subscriber has made no nomination in favour of a member of his family under the proviso to sub-rule (1) of rule 7.

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

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

40. **Advance from the Fund:** Application for the advance against Provident Fund Deposit shall be in Form B and for non-refundable withdrawal from Provident Fund shall be in Form B1 appended to these rules. Applications of all employees in aided school shall be sent through the Headmaster of the school who shall verify the details with reference to the last credit card, copies of pay bills etc. In the case of Headmasters such application shall be sent through the Educational Officer concerned who shall verify the details with reference to the last credit card, copies of pay bills etc.

41. Sanction for the grant of temporary advance shall be in Form C appended to these rules. In the case of non-refundable advance, the sanction shall be accompanied by Form C1 appended to these rules also.

Note:- The sanction for a withdrawal, refundable or non-refundable, shall remain operative for a period of three months only and shall be deemed to have lapsed thereafter unless specifically renewed.

42. Bills of payments shall be in Form D appended to these rules. A separate bill shall be drawn for each payment of Provident Fund money, by the Head of the institution in which the employee is working or by any other authority authorised to draw his pay bills.

**Note 1:** In respect of final withdrawals from Provident Fund exceeding Rs. 1,000 disbursement certificate should be furnished to the Account Officer immediately after payment has been made, in respect of payment not exceeding Rs. 1,000 a certificate relating to the period from First September to 31st August of each year should be furnished in the following form by the disbursing officer along with the Provident Fund Schedule for November (Schedule attached to October pay bills paid in November) each year.

"Certified that in respect of all final withdrawals from Provident Fund of amounts not exceeding Rs. 1,000 in each case drawn on bills from .......... to ............. disbursements have been duly made to the parties authorised to receive payments and their acquaintances obtained and filed in my office. A "Nil" certificate should be furnished along with the schedules even there is no disbursement below Rs. 1,000 in any office in a particular year.

**Note 2:** In respect of withdrawal for insurance premium, the drawing Officer should furnish in the bill for withdrawal a certificate to the effect that he is satisfied that the amount previously withdrawn towards payment of insurance premium has been utilised for the
purpose for which it was intended and that the necessary premium receipt has been duly enfaced by him.

43. **Closure of Provident Fund Account**: (1) Applications received for closure of Provident Fund Account in [Form E1, E2 and E3 as the case may be] shall be sent by the Heads of institutions where the subscribers are working sufficiently early to the [Controlling Officer] concerned so as to enable him to forward them along with necessary documents to the Account Officer within a fortnight of the event which necessitates the closure of the Fund Account.

(2) In respect of deceased subscriber the application for the closure of their Provident Fund Account in [Form E3] appended to these rules obtained from nominee(s) or other claimant(s) along with heirship certificates, guardianship certificate, succession certificate and other documents required for closing the Account and arranging payment shall be forwarded by the Head of institution through the [Controlling Officer] to the Account Officer within a fortnight of the death of the subscriber.

(3) A Subscriber who under the fourth proviso to rule 9 elects not to subscribe to the Kerala Aided School Employees Provident Fund during that last one year of service immediately preceding the date of his retirement, can apply for closure of his Provident Fund account three months after the date of such option and the amount standing at his credit shall become payable to him before the date of his retirement. Applications submitted under this sub-rule shall be forwarded to the Account Officer (Provident Fund) as provided in sub-rule (1). [No, non-refundable advance from the Provident Fund shall be sanctioned after the application for closure is forwarded to the Account Officer (P.F.)].

[Explanation:- For the purpose of this rule Controlling Officer means the Assistant Educational Officer/the District Educational Officer under whose immediate administrative and inspectional control the institution in which the subscriber working is situated].

44. (1) The Account Officer shall on receipt of the application for closure of Provident Fund Account in [Form E1, E2 and E3 as the case may be] along with the necessary documents, close the account and issue an authorisation in Form F appended to these rules to the Head of the Institution or the Authority who disburses the salary of the subscriber.

(2) The bill for the drawal of the money shall be in Form D.

(3) Bills are to be drawn and disbursed after complying with necessary formalities prescribed therefor. In the case of deceased subscribers, the
Head of the institution where the subscriber was last working shall draw and disburse the amount after due verification of the title and identification of the claimants.

5. Words" and sweepers and other staff referred to in sub-rule (3) of rule 1 of Chapter XXIV(A)"omitted by Notn: in Gazette dated 21-9-71.
8. Substituted by Notification in gazette dated 16-7-68for "(3) The Educational Officer shall, on receipt of the copy under sub-rule (2) inform the Head master that the applicant has been admitted to the Fund under Account No.(as communicated by the Account Officer to be specified in the letter) and direct him to recover subscription regularly in accordance with the rules of the Fund".
10. Added by Notification in Gazette dated 16-7-1968.
14. Substituted for "10 percent" by G. O . (P) 23/75/Edn. dated 14-1-75 published in Gazette dated 4-2-75. Originally the rate was 6 per cent. It was increased to 8 percent by Notification in Gazette dated11-8-70. Then it was increased to 10 percent by Notification in Gazette dated 31-8-71. Again it has been changed as 6 percent.
18. Added by notification in gazette dated 2-9-69
19. Substituted by GO(P) 250/2001/G. Edn. of 8.8.01 published in the Gazette dt. 22.8.01
22. The Six Months has been revised as twelve months by G.O. (P) 23/75/G.Edn. dated 14-1-75 and it was amended again as "6 months" by G. O. (P) 124/75/G. Edn. dated 31-5-75 in gazette dated 24-6-75.

23. Substituted by G. O. (P) 23/75/G. Edn. dated 14-1-75 in Gazette dated 4-2-75 for "more than two advances in the course of financial year".


27. Deleted by G.O.(P) 189/79/G. Edn. 12-11-1979 published in Gazette dt. 4-12-1979 for "(d) A fresh advance when three advances already granted from Fund are outstanding repayment and note under (e)"


29. Substituted by Notification in Gazette date 30-9-69 for "while he is on leave of any kind for a full month or part of a month"

30. Substituted by G. O. (P) 19/74/G. Edn/ dated 31-1-74 in gazette dated 14-5-74 for "if more than one advance has been made to a subscriber, each advance shall be treated separately for the purpose of recovery".

31. Deleted by G. O. (P) 189/79/G. dated 12-11-79 published in Gazette dt. 4-12-79 for "of last instalment".

32. Inserted by G.O. (P) 117/75/G.Edn. dated 17-5-75 in gazette dated: 10-6-75.


37. Substituted for the words "an employee" by G.O (P) 165/68/Edn. dated: 22-04-68 and published in Gazette dated 7-5-1968.

38. Substituted by G.O.(P) 199/77/G. Edn. Dated 27-9-77 in gazette dated 22-11-77 for "Form E".


40. Substituted by G. O. (P) 199/77/G. Edn. dt. 27-9-77 Gazette dt. 22-11-77 for "Form E".

41. Substituted by G. O.(P) 15/83/G.Edn dated 8-2-83 published in gazette dt. 7-6-83

42. Substituted by G. O. (P) 25/87/G. Edn. dated 31-1-87 published in gazette dt. 7-7-87. for "No non-refundable advance from the Provident Fund shall be sanctioned after the application for closure is forwarded to the Account Officer (P. F.)."


44. Substituted by G. O. (P) 199/77/G. Edn. dated 27-9-77 in Gazette dated 22-11-77 for "Form E".
FIRSTSCHEDULE
(See rule XXX-7 (3))

[Form of Nomination]

I (Name) ................ hereby nominate the person (s) mentioned below to receive the amount that may stand to my credit in the Fund in the event of my death before that amount has become payable or having became payable, has not been paid.

<table>
<thead>
<tr>
<th>Name of full address of nominee (s)</th>
<th>Relationship with the subscriber</th>
<th>Age</th>
<th>Share payable to each</th>
<th>Contingencies on the happening of which the nomination shall become invalid</th>
<th>Name, Address, relationship and age of the person to whom the right of the nominee shall pass in the event of his predeceased the subscriber</th>
<th>Name &amp; address of the person to whom share is to be paid on behalf of minor</th>
</tr>
</thead>
</table>

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

Signature
Name:
Account No.

Two witnesses
to signature (1)
(2)

Countersignature of Educational Officer

**Column 1:** A subscriber can nominate more than one person if he/she has a family as defined in K. A. S. E.P. F. Rules the nomination shall not be in favour of any person who is not a member of the family.

**Column 4:** If the subscriber nominates only one person, the words "In full" may be noted, otherwise the share payable to each so as to cover whole amount standing at the credit of the subscriber may be specified.

**Column 5:** Death need not be shown as a contingency. In the case of persons having no family as defined in K. A. S. E. P. F. Rules the subscriber shall state that the nomination shall become invalid in the event of his subsequently acquiring a family. Similarly, in the case of subscriber having only one member in the family and who wishes to nominate another person as alternate nominee, he shall specify that the right conferred on the alternate nominee shall become invalid in the event of the subscriber acquiring an additional member in the family.

**Columns 6 & 7:** The name to be specified in these columns shall be that of a person other than the subscriber or nominee.

**Account No:** In the case of person who file the nomination along with application for admission to the Fund, this will be furnished by the Account Officer.].
SECOND SCHEDULE
(See Rule XXX-22 (1) (a))

Forms of Assignment

I

I, A B of ......................... hereby assign unto the Governor of Kerala the within policy of assurance as security for payments of all sums which under rule 26 of the Kerala Aided school Employee's Provident Fund Rules, I may hereafter become liable to pay to that Fund.

I hereby certify that no prior assignment of the within policy exists.
Dated this ......................... day of .................. 19 .................. 

(Signature of the subscriber)

One Witness to signature:
Station:

II

We, AB (the subscriber) of .................. and C. D. (the joint assured) of ............................ in consideration of the Governor of Kerala agreeing at our request to accept the withdrawal of the sum of Rs ...................... from the sum at credit of the said A. B. in the Kerala Aided School Employee's Provident Fund for the payment of the premium of the within policy of assurance hereby jointly and severally assign unto the said Governor the within policy of assurance as security for payment of all sums which under rule 26 of Kerala Aided School Employees Provident Fund Rules and said A, B may hereafter become liable to the Fund.

We hereby certify that no prior assignment of the within policy exists.
Dated this ............................... day of .......................... 19 ..................

(Signature of subscriber and the joint assured)

One Witness to signature
Station:

Note: - The assignment may be executed on the policy itself either in the subscriber's handwriting or in type; or alternatively a typed or printed slip containing the assignment may be pasted on the blank space provided for the purpose on the policy. A typed or printed
endorsement must be duly signed and if pasted on the policy it must be initialed across all four margins.

III

I. C. D. wife of A. B. and the assignee of the within policy, having, at the request of A. B. the assured agreed to release my interest in the policy in favour of A. B. in order that A. B. may assign the policy to the Governor of Kerala who has agreed to accept the withdrawal of the sum of Rs. .......... from the sum at credit of the said A. B. in the Kerala Aided School Employee's Provident Fund for payment of premium of the within policy of assurance, hereby at the request and by the direction of A. B. assign and confirm unto the said Governor the within policy of assurance as security for payment of all sums which under rule 26 of Kerala Aided Schools Employee's Provident Fund Rules the said A. B. may hereafter become liable to pay to the Fund.

We hereby certify that no prior assignment of the within policy exists.
Dated this ....................... Day of ................... 19 ...........

One witness to signature
Station: ____________________________
(Signature of the assignee and the subscriber)
THIRD SCHEDULE
(See rule XXX-24)
Form of reassignment by the Governor of Kerala

I

All sums which have become payable by the above named A. B. under rule 26 of the Kerala Aided School Employees Provident Fund Rules having been paid and all liabilities for payment by him of any such sums in the future having ceased the Governor of Kerala both hereby reassign the within policy of assurance to the said A B. / AB. and CD.

Dated this .................................. day of ......................... 19 ........
Executed by-

Account Officer (for and on behalf of the Governor of Kerala in the presence of)

       XY

(Signature of the Account Officer)

       YZ

Witness- (One Witness who should add his designation and address)
THIRD SCHEDULE
(See rule XXX-24)
Form of reassignment by the Governor of Kerala

II

The above named A. B. having died on the ......................... day of ......................... 19 .................... the Governor of Kerala doth hereby reassign within policy of assurance to CD.

Dated this ....................... day of ......................... 19 ........
Executed by-

Account Officer (for and on behalf of the Governor of Kerala in the presence of)

W i t n e s s           Y Z

Signature of Account Officer

One Witness who should add his designation and address

FOURTH SCHEDULE
(See rule XXX-25)
Form of reassignment by the Governor of Kerala

The Governor of Kerala doth hereby reassign within policy to the said A. B./ A. B. and C. D.

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

Executed by-

Account officer (for and on behalf of the Governor of Kerala in the presence of)

W i t n e s s           Y Z

Signature of Account Officer

One witness who should add his designation and address
APPENDIX I
(See Rule XXX-32)
Payment of amounts to nominees

1. Any sum payable under rule 32 to a member of the family of a subscriber vests in such member under sub-section (2) of section 3 of the Provident Funds Act 1925.

2. When a nominee is a dependent of the subscriber as defined in clause (c) of section 2 of the Provident Funds Act, 1925, the amount vest in such nominee under sub-section (2) of section 3 of the Act.

3. When the subscriber leaves no family and no nomination made by him in accordance with the provisions of rule 7 subsists, or if such nominations relates only to part of the amount standing to his credit in the Fund, the relevant provisions of clause (b) and of sub clause (ii) of clause (c) of subsection (1) of section 4 of the Provident Funds Act, 1925, are applicable to the whole amount or the part thereof to which the nomination does not relate.
APPENDIX II
(See Note 2 (ii) under rule XXX-32)
Form of Bond of Indemnity for drawal of Provident Fund money due to the minor child/children of a deceased subscriber by a person other than its/their natural guardian where each minor's share does not exceed Rs.500.

KNOW ALL MEN BY THESE PRESENTS that we Sri .....................
(Here enter name and address) (hereinafter called "the bounden") (a) and Sri .................... and Sri .......................... (b) (here enter names and addresses) (hereinafter called "the sureties") do hereby bind ourselves and each of us and each of our heirs, executors and administrators jointly and severally to pay to the Governor of Kerala (hereinafter referred to as "the Government") on demand the sum of Rs. (Rupees in words).

Signed and dated this the ......................... day of .................... one thousand nine hundred and ........................................

WHEREAS (c) ..................... was at the time of his death a subscriber to the Kerala Aided School . Employees Provident Fund Rules AND WHEREAS the said (c) ..................... died on the day of ..................... 19 ......... and a sum of rupees ..................... (Rs ..................... ) is payable by the Government on account of his Kerala Aided School Employee's Provident Fund accumulations AND WHEREAS the above bounden (a) ..................... (hereinafter called the claimant(s) claim(s) the said sum on behalf the minor/child/children of the said (c) ..................... but has/have not obtained a guardianship certificate.

AND WHEREAS THE claimant(s) has/have satisfied the (d) ..................... (office concerned) that he/she/they/is/are entitled to the aforesaid sum and that would cause undue delay and hardship if the claimant(s) were required to produce a guardianship certificate/AND WHEREAS Government desire to pay the said sum of the claimant(s) but under Government rules and orders it is necessary that the claimant(s) should first execute a bond with two sureties to indemnify Government against all claims to the amount so due as aforesaid to the said (c) ..................... (deceased) before the said sum can be paid to the claimants.

NOW THE CONDITION of this bond is such that if after payment has been made to the claimant(s), the claimant(s) or sureties shall in the event of a claim being made by any person other than the claimant(s) against Government with respect of the aforesaid sum of Rs ..................... refund to Government the sum of Rupees ..................... (Rs ..................... ) and shall always indemnify and save Government harmless from all liabilities in respect of the aforesaid sum and all cost incurred in consequence of any claim thereeto.
THEN the above written bond or obligation shall be void but otherwise the same shall remain in full force and virtue:

The liabilities of the sureties under this bond is co-extensive with that of the bounden and shall not be affected by the Government giving time or any other indulgence to the bounden:

Provided further that the bounden and the sureties do hereby agree that all sums found due to the Government under or by virtue of this bond may be recovered jointly and severally from them and their properties movable and immovable as if such dues were arrears of land revenue under the provisions of the Revenue Recovery Act for the time being in force or in such other manner as the Government may, deem fit.

Signed by the Bounden Sri ........................................................................
In the presence of witness:
(1)
(2)
Signed by the Sureties Sri- and Sri
In the presence of Witnesses
(1)
(2)

* Here insert "to be entitled to" or "as guardian", as the case may be.
(a) Full name of claimant (s) with place (s) of residence.
(b) Full name (s) of the sureties
(c) Name of deceased.
(d) Title of the officer responsible for payment.
APPENDIX III

(See Note 3 under Rule XXX-32)

Form of Indemnity that should be taken for authorising payment of the Kerala Aided School Employees Provident Fund deposits without insisting on the production of letters of administration or other legal authority to a person claiming payment as heir of the deceased nominee of the subscriber.

KNOW ALL MEN BY THESE PRESENTS that we Sri ................... (Here enter name and address) (hereinafter called "the bounden") (a) and Sri ........................ and Sri ........................ (b) (Here enter name and addresses) (hereinafter called "the sureties") do hereby bind ourselves and each of us and each of our heirs, executors and administrators jointly and severally to pay to the Governor of Kerala (here in after referred to as "the Government") on demand the sum of Rs ........................... (Rupees in words).

Signed and dated this the ................... day of .................. One thousand nine hundred and sixty ....................

WHEREAS (c) ................... was at the time of his/her death a subscriber to the Kerala Aided School Employee's Provident Fund AND WHEREAS the said (c) ................... died on the ................... day of .................. 19 ................

WHEREAS a sum of Rupees ................... (Rs.............) is payable to (d) ................... the nominee of the said (c) ................... by the Government on account of the Kerala Aided School Employee's Provident Fund Accumulations of the said (c) ................... AND WHEREAS the said (d) ................... predeceased the said (c) ................... died after the said (c) ................... but before receiving payment;

AND WHEREAS the above bounden (hereinafter called the claimant(s) claim(s) the said sum but has/have not obtained probate or letters of administration or other legal authority;

AND WHEREAS the ................... /Government desire(s) to pay the said sum to the claimant(s) but consider(s) it necessary that the claimant(s) should first execute a bond with two sureties to indemnify the Government against all claims to the amount so due as aforesaid before the said sum can be paid to the claimant(s). NOW THE CONDITION of this bond is such that if, after payment has been made to the claimant(s), the claimant(s) or the said sureties shall in the event of a claim being made by any person other than the claimant(s) against the Government with respect to the aforesaid sum of Rupees (Rs ............. ) refund to the Government the sum of Rs ................... and shall otherwise indemnify and save the Government harmless from all liabilities in respect of the aforesaid sum and all costs incurred in consequence of any claim, thereto.
THEN the above written bond or obligation shall be void but otherwise the same shall remain in full force and virtue.

The liability of the sureties under this bond is co-extensive with that of the bounden and shall not be affected by the Government giving time or any other indulgence to the bounden:

Provided further that the bounden and the sureties do hereby agree that all sums found due to the Government under or by virtue of this bond may recovered jointly and severally from them and their properties movable and immovable as if such dues were arrear of land revenue under the provisions of the Revenue Recovery Act for the time being in force or in such other manner as the Government may deem fit.

Signed by the bounden Sri .........................

In the presence of witnesses:
(1)
(2)

Signed by the Sureties Sri .........................
and Sri
In the presence of witnesses:
(1)
(2)

(a) Full name (s) of the claimant (s) with place (s) of residence.
(b) Full name of the surety
(c) Full name of the subscriber
(d) Full name of the nominee.
FORM A

Form of Application for admission to the Kerala Aided School Employees' Provident Fund
(to be submitted in duplicate)

<table>
<thead>
<tr>
<th>Name of the applicant</th>
<th>Official designation</th>
<th>School/Institution in which employed</th>
<th>Name of the management (whether individual or corporate to be specified)</th>
<th>Whether Governed by Chapter XXIV B or XXVII- B of K.E.R. or not</th>
<th>Whether applicants service is pensionable or not</th>
<th>(Date of commencement of continuous officiating service)</th>
<th>Rate of emoluments per mensum</th>
<th>Rate of subscription per mensum</th>
<th>If subscriber to any other fund the name of such fund</th>
<th>Whether the applicant has a family or not</th>
<th>Account number to be allotted by the Account Officer</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td>9</td>
<td>10</td>
<td>11</td>
<td>12</td>
<td>13</td>
</tr>
</tbody>
</table>

A form of nomination in prescribed form, duly filled in, is enclosed.

Station ..............

Date....................

Signature of applicant

Enclosure

Signature of the Head of the Institution

OFFICE OF THE DIRECTOR OF PUBLIC INSTRUCTION, TRIVANDRUM

(Provident Fund Branch)

No: ________________________

dated ________________________

Returned with account number allotted. This number should be quoted in all correspondence connected there with.

Signature ________________________

Designation ________________________

1. Originally the wording in column No. 7 were "Whether applicant is permanent or not or –re employed. If only officiating, give the date of commencement of continuous service". Then the words "date of commencement of continuous officiating service were substituted for the date of commencement of continuous service " But by G.O (P) 25/76/G.Edn. dated: 12-02-76 the wording "Date of commencement of continuous officiating service" were prescribed by eliminating the existing words.
FORM B

(See Rule XXX-40)

Form of Application for Temporary Advances against deposits in Kerala

Aided School Employees' Provident Fund

1. Name and account No. of subscriber
2. Monthly pay, dearness pay and designation
3. Amount of advance required (both in figures and words.)
4. Purpose for which it is required
5. Number of instalments of recovery proposed
6. Date of complete repayment of the previous loan
7. Details of advances pending recovery,
   (1) the amounts of previous advances
   (2) dates of drawal of each advances
   (3) balance outstanding against each advance
   [7A. Amount of consolidated advance items 3 and 7 (3) and the number
   and amount of monthly instalments in which the consolidated
   advance is proposed to be repaid].
8. Name of treasury at which payment is desired
9. I hereby declare that the above statements are true and that I agree to
   abide by the Kerala Aided School Employees' Provident Fund Rules in
   force. I also promise to repay the above advance in equal monthly
   instalments.

Place .............................  Signature of the subscriber
Date. ................... with name and designation)

10. Enquiry certificate
Place ....................... (Signature of Head of institution)
Date ... ............ ....

Verification Report

11. Total amount at the credit of the applicant
12. Amount of advance admissible
13. Number of instalments of repayments
14. Any other fact requiring consideration

Account officer/ Head of the Office/ Department
Application for non-refundable withdrawal from the Kerala Aided School Employees Provident Fund

1. Name and designation of the subscriber
2. Pay and dearness pay
3. Provident Fund Account Number
4. Whether the subscriber has opted for the Kerala Aided School Employees Provident Fund Rules within the prescribed time-limit
5. Date of retirement on superannuation
6. Total service (in year) under the management as on this date

*7 Object of the withdrawal:

(a) If the withdrawal is required for meeting the expenditure in connection with the:

(i) higher education of any child or dependent of the subscriber; specify the nature and duration of the course (in the case of a dependant also specify whether the subscriber has any child.)

(ii) marriage of a son or daughter or any other female relative dependent, on the subscriber; indicate also the month in which the marriage takes place (in the case of a dependent, specify also whether the subscriber has any daughter).

(iii) illness of the subscriber or any other person actually dependent, on him; mention the nature of illness also; (iv) acquisition of a house and/or site furnish in whose name(s) (subscriber's and/or his wife's) it will be acquired and whether it is for the actual residence of the subscriber and/or his family.

(v) construction, reconstruction, repair, etc. of a house; state whether the site on which the house is proposed to be constructed, or the site on which the house proposed to be reconstructed, repaired, altered, etc. is situated, is owned by the subscriber and/or his wife, and whether the house is for the actual residence of the subscriber and/or his family.

(b) if the withdrawal is required for payment of a loan taken for the:

(i) marriage of a son or any female relative dependent on him, specify the amount of the loan taken on account of the marriage, the balance outstanding against it and the date on which the marriage has been celebrated.

(ii) construction of the house or allied purpose, state the amount of loan expressly taken for the purpose, the balance outstanding
against it and in whose name (subscriber's and/or his wife's) the ownership of the house and/or site is vested.

8. Amount of the loan, if any, taken by the subscriber and/or his wife from the Government under any scheme sponsored by them for the grant of the house construction loans, and the number and date of the orders/proceedings in which sanction was issued therefor.

(This column need be filled in only if the subscriber proposes to make a withdrawal for house construction or allied purpose.)

9. Amount of withdrawal proposed (both in figures and words)

10. Name of the treasury at which payment is desired.

11. (a) whether any non-refundable withdrawal was made by him from the fund previously for the same or different object and if so, furnish the details thereof.

(b) If any withdrawal was made as mentioned in (a) above, state whether he had submitted the utilisation certificate in respect of that withdrawal to the appropriate authority within the period of the time limit. If the certificate was not submitted within the said periods, furnish the reason there for.

12. Special circumstances which necessitate the withdrawal. (This column need be filled if only in the amount proposed to be withdrawn exceeds half the amount at the credit of the subscriber in the Fund or six months pay which ever is lessor if the withdrawal requires sanction in relaxation of any of the provision in the rules).

* In respect of a female subscriber who applies for withdrawal for house construction or allied purpose, the words 'his' and 'wife' occurring in column 7 may be read as 'her' and 'husband' respectively.
DECLARATION

I, ................................ do hereby declare that the above statements furnished by me are true and that I agree to abide by the Kerala Aided School Employees' Provident Fund Rules as amended from time to time.

Dated signature of the subscriber
with full official address

Place;..............
(To be filled in by the Head of Institution/Department)\n
I recommend for sanction the withdrawal of Rs ...................(Rupees ........ only)
by the subscriber.

CERTIFICATES

1. It is certified that I have verified the particulars furnished by the subscriber against columns 2,3,4,5,6,8 and 11 with reference to the relevant records in my office and that they are found to be correct.

2. It is also certified that I have caused enquires to be made about the statement contained in the application regarding the object of the proposed withdrawal and that I am satisfied that it is bonafide.

Station ......................... Dated signature of the Head of Institution/Department

*VERIFICATION REPORT

1. Total amount at the credit of the subscriber in the Fund.
2. Amount admissible under the rules.
3. Rule (s) under which the sanction permitting the withdrawal by the subscriber is to be accorded,
4. Any other facts which require special consideration,

Account Officer/Head of Institution/Department

Endt. No. ...................... dated .................

To
The .........................
..............................

* The verification report shall be furnished by the Head of Institution with reference to the latest annual account slip issued by the Account Officer and the Office copies of the pay bills etc relating to the subsequent periods.
FORM C
(See Rule XXX -41)
Form of sanction for Temporary Advances from Kerala Aided School Employees' Provident Fund

A temporary advance from the Kerala Aided School Employees' Provident Fund as particularised below is sanctioned by the undersigned under the rule regarding that Fund.

1. Subscriber's name
2. Subscriber's designation
3. Subscriber's pay and Dearness pay
4. Subscriber's Provident Fund Account Number
5. Amount of advance
6. Object of advance
7. Rule or Rules under which the advance is sanctioned
8. Balance at credit of the subscriber on this date (as verified from the account last rendered by the Account Officer/Head of Institution /Department)
9. Balance of previous advance, if any, outstanding against the subscriber.
10. Date of repayment of previous advance, if any
11. Special reasons for granting the advance under rule 15(1) (d),
12. Number of instalments in which the advance is to be recovered.
13. Amount of each such instalment.

(Signature of the sanctioning Authority with designation)

To
The Account Officer (P.F.) Office of the Director of Public instruction,
The District Treasury/Sub-Treasury Officer ............................
The ...........................................
Sri. .... .. ...... .... .. .. ... .. ... .

[12A.Amount of consolidated advance (items Sand 9) and the number of instalments in which the consolidated advances is to be recovered]
Form C-1
(See Rule XXX - 41)

1. Subscriber's name in full

2. Subscriber's designation

3. Subscriber's pay (and D. P. if any) at the time of sanctioning the withdrawal (pay as defined in rule 12(2) Part I, Kerala Service Rules).

4. Subscriber's P.F. Account Number.

5. Object of the non-refundable withdrawal.

6. (i) Particulars and amount of loan, if any, taken by the subscriber for house building purposes under any housing scheme of the State Government.

(ii) Particulars and amount of any other assistance received by the subscriber from other Government sources, for the same purpose.

(Sub columns (i) and (ii) above need be filled up only if the withdrawal is sanctioned for house building or allied purpose.)

7. Balance at the credit of the subscriber on the date of application (as verified from the account last rendered by the Account Officer and subsequent deposits and withdrawals).

8. Date of retirement.

9. Total service rendered by the subscriber on the date of application.

10. Amount of the non-refundable withdrawal.

11. Rules and orders under which sanction is accorded

12. Number of instalments in which payments is to be made.

13. Special reasons, if any, for granting the withdrawal.
FORM D  
(See Rule XXX-17 and 42)

Adjustable by  
Voucher No ..........................  
Date ...............................  

Bill for withdrawing Final Payment/Advance/other withdrawals  
from the Kerala Aided School Employees' Provident Fund of  
Shri/Smt ....................... of the .................. for the month of  
..................................

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Name of subscriber and monthly pay</th>
<th>Kerala Aided School Employee's Provident Fund Account No.</th>
<th>No. &amp; date of sanction / letter of authority</th>
<th>Final Payment/advance/Other withdrawal</th>
<th>Acquittance</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total  
Net amount required for payment (in words)  
Rupees ..........................  

Space for classification ...................................................………………  
Signature     Stamp  
..................................................  ..........................

(Designation of the Drawing Officer)

Pay Rs ..........................
(Rupees .............)  
Station  
Date  
Contents received  
Pay to

Treasury Officer  
Examined and entered  
Treasury Account  

(Signature of Drawing Officer)

CERTIFICATES

I. Certified that I have satisfied myself that all sums included in bills in  
Form D drawn 1 month/2 months/3 months previous to this date in favour  
of Messrs ................. Accounts Nos ............................. with the exception or  
those detailed below (of which the total has been refunded by deduction from  
this Bill) have been disbursed to the proper persons and that their acquittance  

have been taken and filed in my office with receipt stamp duly cancelled for every payment in excess of Rs 20.

II. Certified that the balance at my credit/at the credit of the subscriber on the date of the withdrawal covers the sum drawn in the bill. Certified also that the amount asked for in this bill is required to meet the yearly premium, due on ............... in respect of Policy No ............... with the Life Insurance Corporation of India and that the policy in question has been assigned to the Governor and is in the custody or the Account Officer ............... or the details of the policy proposed to be taken have been communicated to and accepted by the Account Officer in his letter No ............... dated ............... 

Certified also that the number of policies financed from the Kerala Aided School Employees' Provident Fund does not exceed four/ the number of policies financed from Kerala Aided School Employees' Provident Fund exceeds four as these were accepted prior to the commencement of the Kerala Aided School Employees' Provident Fund Rules.

Certified that I have satisfied myself that the amount withdrawn previously on the same account have been utilised by the subscriber for the purpose for which it was intended and that the relevant premium receipt/receipts has/have been duly enfaced by me.

(Signature)
(Designation)

Give details here if more than one policy has to be cited.

FOR USE IN AUDIT OFFICE

Admitted Rs.
Objected Rs
Auditor

Accountant.
APPLICATION FOR CLOSURE OF KERALA AIDED SCHOOL
EMPLOYEES PROVIDENT FUND ACCOUNTS

IMPORTANT

1. This form is to be used except in cases where the subscriber has died or resigned Aided School Service.

2. Please read through the instructions carefully before filling up the form.

3. The application is to be sent to the Account Officer, (P. F.) Office of the Director of Public Instruction, Trivandrum -695014, through the Head of Office and the Controlling Officer.

4. In the case of a subscriber who has elected to discontinue subscription in terms of third proviso to Rule 9, the application can be sent within 3 months prior to the date of retirement. Otherwise the application is to be sent immediately after the salary for the month preceding the month in which the subscriber is to retire, is drawn; for example if the subscriber retires on 31st March the application can be sent immediately after the salary for February is drawn or after.

A. Details to be furnished by the subscriber

1. (a) Name in full of the subscriber and account number (as indicated in the latest Annual Account Statement) received from Accounts Officer (P.F)

(b) Designation

(2) Institution in which working, or worked last

(3) How did you quit service was it by

(a) Retirement

(b) Proceeding on leave preparatory to retirement

(c) Dismissal or discharge or removal

4. Date of quitting service

5. (a) Have you been sanctioned and paid any non-refundable advance or Temporary advances during the 12 months preceding the date of your quitting service:

(b) If so, quote the numbers and dates of sanctions:
(i) Non-refundable advance

(ii) Temporary Advance

6. Give particulars of Life Insurance Policies financed by you from P. F. money which are to be released.

7. (a) What is this amount at your Credit in the Fund as communicated by the Account Officer,(P.F.) through the latest Annual Account Statement received by you.

(b) Do you accept the balance as correct?

(c) If not, give details of discrepancies

8. Have you furnished a Nomination?

9. The address in which communications are to be sent to you (Full postal address to be given)

Station:
Date: Signature of the Subscriber

B. Details to be furnished by Head of office and Controlling Officer

1. If the subscriber retired (or will be retiring within 30 days) the date of his retirement (Specify Forenoon or Afternoon).

2. If he has not retired, but proceeded on leave preparatory to retirement; date of proceeding on leave preparatory to retirement.

3. (a) Has he been dismissed, or discharged or removed.

(b) If so, date of discharge, dismissal or removal.

(c) Number and date of the order by which dismissed, removed from service or discharged.

4. Details of Temporary advances and Non-Refundable withdrawals paid to the subscriber during the 12 months preceding the date of quitting service.
<table>
<thead>
<tr>
<th>Amount</th>
<th>Sanction No. and date</th>
<th>Date of withdrawal</th>
<th>Treasury of encashment of Bill</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) Temporary Advances</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(b) Non-Refundable withdrawals</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(5) Details of last Fund deductions
   (i) Subscription
   (ii) Refund of advance
   (iii) Total deduction
   (iv) Gross and Net amount of bill
   (v) Date of encashment and Name of Treasury

Certified that the information furnished above has been verified by referring to the records in my office.

Signature of Head of Office  
(Name of School with Postal Address)  
Signature Controlling Officer  
(Give Full Address)

1. Form E1, E2, E3 Substituted by G. O. (P) 199/77/G. Edn dated 27-9-77 published in gazette dated 22-12-77
APPLICATION FOR CLOSURE OF KERALA AIDED SCHOOL EMPLOYEES PROVIDENT FUND ACCOUNTS

IMPORTANT

This form is to be used only in cases where the subscriber has resigned Aided School Service.

A. Details to be furnished by subscriber

1. (a) Name in full of the Subscriber and account number (as indicated in the latest Annual Account Statement received from the Account Officer. (P.E)
(b) Designation

2. Aided School in which you worked last.

3. Date with effect from which you resigned from Aided School Service.

4. Have you resigned Aided School Service to take up appointment in Government Service?

5. (a) Have you been sanctioned and paid any Non refundable advances or Temporary advances during the 12 months preceding the date of your quitting service?

(b) If so, what are the numbers and dates of sanctions and amounts

(i) Temporary Advances.

(ii) Non-refundable Advances.

6. Give particulars of Life Insurance Policies financed by you from the P.E money which are to be released.

7. (a) what is the amount at your Credit in the Fund as communicated by the Account Officer,(P.E) through the latest Annual Account Statement received by you

(b) Do you accept the balance as correct?

(c) If not give details of the discrepancies
8. What is the address in which communications are to be sent to you.

9. If you have resigned Aided School Service to take up appointment in Government Service or another Aided School.

   (a) Have you been admitted to G. P.F

   (b) If so, what is your G. P.F Alc Number

   (c) what is the address of the Government Institution in which you were working at the time of Admission to G.P.F . . .

Station:
Date: Signature of the Subscriber

**Details to be furnished by Head of Office and Controlling Officer**

1. Was the resignation tendered by the subscriber for joining Government Service or another Aided School.

2. What is the date with effect from which resignation was accepted.

3. Details of Temporary advances and Non-refundable withdrawals paid to the subscriber during the 12 months preceding the date of resignation:

<table>
<thead>
<tr>
<th>Amount</th>
<th>Sanction No. and date</th>
<th>Date of withdrawal</th>
<th>Treasury of the encashment of the Bill</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) Temporary advances</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(b) Non-Refundable withdrawals</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Certified that the information furnished above has been verified by referring to the records in my Office.

Signature of Head of Office Signature of Controlling Officer
(Name of School with Postal Address) (Give Full Address)
FORM -E3

[See Rule XXX- 43(1) and (2) and 44 (1)]

APPLICATION FOR CLOSURE OF KERALA AIDED SCHOOL EMPLOYEES PROVIDENT FUND ACCOUNTS

IMPORTANT:-This Form is to be used only when the subscriber died before retirement or before receiving the amount in his P.F. account.

A. Details to be furnished by the Nominee or other claimants

1.  (a) Name in full of the subscriber and account number (as indicated in the latest Annual Statement received from the Account Officer (P.F)

   (b) Designation

2.  Name of School in which the subscriber worked last.

3.  Date of death.

4.  Have you produced proof of death of the subscriber before the Head of the Office.

5.  (a) Has the subscriber been sanctioned any Non-refundable withdrawal or temporary advance during the 12 months preceding the date or quitting service ?

   (i) Non-refundable withdrawal
   (ii) Temporary advance
   (b) If so, the number and date of sanctions
   (i) Non-refundable withdrawals
   (ii) Temporary advances
   (c) Amount
   (i) Non-refundable withdrawals
   (ii) Temporary advances

6.  Give particulars of Life Insurance of Polices financed by the subscriber from P.F. money which are to be released.

7.  (a) What is the amount at Credit in the Fund as communicated by the Account Officer, (P.F) through the latest Annual Account Statement

    (b) Do you accept this balance as correct?

8.  Have you ascertained from the Account Officer, (P.F)or the Head of the Office, that you are the Nominee?
Note:- The item below need be filled up only when the subscriber has not filed a nomination in favour of a member of the "Family"

9. Had the subscriber a family? if so, Please furnish the details of the members of the “Family”, viz:–

(i) Name and address of wife
(ii) Name of minor children with dates of birth
(iii) Name and address of daughters who were unmarried or widows at the time of death of the subscriber.
(iv) Names and address of widows of the subscriber's son who died before the death of the subscriber.
(v) Minor children of the sons of the subscriber who died before the death of the subscriber.
(vi) Unmarried daughters of sons of the subscriber who died before the death of the subscriber.

10. If there is no "Family"

(a) What is your relationship with the subscriber?
(b) Has the subscriber tiled a nomination in your favour?
(c) If there is no nomination in your favour have you obtained a heirship certificate from the Tahasildar or a succession certificate a from the court of law?

Note:- When the balance in the P.F. account exceeds Rs. 5,000 and when there is no nomination or a "Family", a succession certificate from a Court of law has lobe produced.

11. What is the address in which communications are to be sent to you.

Station:
Date: Name and Signature of Applicant
B. Details to be furnished by the Head of office and the Controlling Officer

1. Have you satisfied yourself that the subscriber is dead and the date of death furnished by the claimant is correct.

2. Is a copy of the nomination tiled by the subscriber available with you? (If so please enclose it with this application.)

3. Have you conducted a local enquiry and ascertained that the particulars furnished by the claimant against item (9) are correct?

Note:- The Head of the office and the controlling officer should conduct a local enquiry and satisfy themselves that the particulars furnished against item (9), furnished by the applicant are correct.

4. Details of Temporary advances and Non-refundable withdrawals paid to the subscriber during the 12 months preceding the date of quitting service.

<table>
<thead>
<tr>
<th>Amount</th>
<th>Sanction No. and Date</th>
<th>Date of Withdrawal</th>
<th>Treasury of encashment of the Bill</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) Temporary advance</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(b) Non-refundable withdrawals</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

5. Details of last fund deduction:-
(a) Subscription
(b) Refund of advance
(c) Total deduction
(d) Gross and net amount of Bill
(e) Date of encashment, and Name of Treasury

Certified that information furnished above has been verified by referring to the records in my office.

Signature of Head of Office
(Name of school with postal address)

Signature of Controlling Officer
(Give full address)
FORM- F  
(See rule XXX - 4)

Office of the ............................................

No.

From
THE ...............................

To
...............................

Sir,

With reference to your letter No ............................................ dated ................................... the ............................................. intimating that ................................................ quitted the service/ died ..................... ...... on ................................................ and asking for payment of the amount at .............................................credit (Account No. .................) in the Kerala Aided School Employees' Provident Fund on the date, I authorise you to draw a sum of Rs. ( ................. ) representing the amount of ................................. deposit with interest calculated up to .............................................. by representing the bill at the ............................................ Treasury/cash counter of this office.

2. The disbursement should be made in terms of Rules .................................... of Kerala Aided School Employees' Provident Fund Rules and a certificate of disbursement of the amount furnished in your next establishment bill.

3. The deceased by a declaration, dated .................................... desired that the whole/portion of /his accumulations in the Fund should be paid to the persons named below in the proportions mentioned against each.

4. The payee should be informed that he/she shall have to accept that amount when tendered.

5. The ..................... has been advised accordingly.

Yours faithfully

(Signature)  
(Designation)

Copy to the ...................... for information and favour of necessary action.

(Signature)  
(Designation)

Note:- Paras 2 and 3 may be cut out when not required.