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THE ANANDA VIKATAN  
OFFICE AND PRESS  
MADRAS

PROVIDENT FUND RULES

(IN OPERATION FROM 1st APRIL 1939)

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MADRAS:  
VIKATAN PRESS, BROADWAY  
August 1940

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# The Ananda Vikatan Office and Press

## PROVIDENT FUND RULES

### NAME OF THE FUND

1. It shall be called "The Ananda Vikatan Office and Press Provident Fund."

### COMMENCEMENT

2. The Fund shall come into operation from the 1st of April 1939.

### INTERPRETATION

3. (a) *Employee* means a person in the regular employment of the Proprietor but does not include a personal or domestic servant.

Year means the official year beginning from 1st April and ending with 31st March.

Proprietor means Mr. S. S. Vasan, the Sole Proprietor of Ananda Vikatan.

Fund means the Provident Fund formed and maintained as set out in rule 8 herein.

### MANAGEMENT

(b) It shall be managed by three Trustees. One of them shall be the Proprietor of Ananda Vikatan, another shall be the Associate Editor of Ananda Vikatan, and the third shall be one of the employees of Ananda Vikatan nominated in this behalf by the Proprietor, who will hold office only for one year from date of nomination. The Fund shall be vested in the Trustees for the time being who shall, at the beginning of each year, appoint one among themselves as the Secretary

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for the year. The Secretary shall be the person to sue or to be sued.

### SUBSCRIBERS TO THE FUND

4. Subject to the Provisions of Rule 10 (c) subscriptions to the Fund shall be compulsory on all the employees appointed to permanent posts after the 1st of April 1939 provided such of the employees have rendered twelve months' approved service; but, no such employee shall be qualified to subscribe to the Provident Fund before he completes the age of twenty.

5. Every such person shall, on appointment, be supplied with a copy of these Rules and shall be permitted to enter upon his duties only on condition of his signing an agreement in Form I to abide by them or such other Rules as may hereafter be passed in this behalf.

6. Any employee holding a permanent post on the 1st day of April '39, may, at his option, subscribe to the Fund after signing the agreement set forth in Rule 5; but shall not withdraw after becoming a subscriber so long as he continues to be in service.

7. No person who may hereafter be entertained shall be compelled to subscribe to the Fund if he has attained the age of 45 on the date of his entertainment.

### RESOURCES OF THE PROVIDENT FUND

8. The Fund shall be formed out of and maintained by :

- (a) monthly subscriptions from the employees calculated at rates hereinafter mentioned on his substantive salary

- (b) monthly contributions by the Proprietor of The Ananda Vikatan on behalf of each subscriber as provided by these rules ;
- (c) other contributions received from the Proprietor subject to the conditions imposed by S. 58D of the Income-tax Act, 1922 and
- (d) interest derived from the investments of the Provident Fund.

### EMPLOYEES' SUBSCRIPTION

9. All subscriptions shall be reckoned at the rates specified in Rule 10 below on (1) the substantive pay of the subscriber while on duty or on privilege leave, or (2) the leave allowances actually drawn by him while on leave of other kinds.

10. (a) The subscription towards the Provident Fund from employees drawing salary of Rs. 250/- and less a month shall be one anna in the rupee.
- (b) Subscriptions of an employee will be deducted by the Proprietor from the employee's salary in the proportion specified in rule 10 (a) at each periodical payment of such salary and credited to the employee's individual account in the Fund.
- (c) Employees who draw a salary exceeding Rs. 250 per mensem shall not be eligible to become members of the Fund. Any member of the Fund will cease to be such on his appointment to a post carrying a salary in excess of Rs. 250 per mensem.

11. In determining the amount of subscription from the employees, fractions of an anna less than six pies shall be disregarded, and fractions of an anna equal to or exceeding six pies shall be regarded as an anna.

### PROPRIETOR'S CONTRIBUTION

12. The Proprietor's contribution to the individual account of an employee in any year shall not exceed the amount of the employee's subscription in that year and shall be credited to the employee's individual account at intervals not exceeding a year.

13. The Proprietor may suspend paying his contribution either temporarily or permanently, if the circumstances, in his opinion, should warrant it.

### NOMINEES

14. Each subscriber must nominate some person or persons who upon the death of the subscriber shall receive the amount payable. In case where there is more than one nominee the subscriber must give the proportion in which the amount payable shall be divided amongst them. A married subscriber may only nominate his wife or his children or all or any of them. The Fund will keep a register of nominees in which the names of all nominees shall be registered. Any subscriber shall be at liberty to change his nominee or nominees as often as he pleases; but only the person or persons last appearing registered, in the said register shall be recognised by the Fund and the receipt of the said nominee or nominees shall be a complete discharge to the Fund.

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15. Every such application shall be signed by the subscriber in the presence of one of the Trustees and shall be attested by two witnesses. The member of the Trustees in whose presence the application is signed and attested shall sign a certificate at foot of such application — that the same was signed and executed in his presence.

### FUNDS NOT ASSIGNABLE

16. The Trustees will not be bound by or recognise any assignment or trust created or attempted to be created by any employee during his service.

### LOANS TO SUBSCRIBERS

17. (i) Withdrawals by employees shall not be allowed by the Trustees except on special grounds in the following circumstances or circumstances of a similar nature :

- (a) to pay expenses incurred in connection with the illness of a subscriber or a member of his family.
- (b) to pay for the passage over the sea of a subscriber or any member of his family.
- (c) to pay expenses in connection with marriages, funerals or ceremonies which by the religion of the subscriber it is incumbent upon him to perform and in connection with which it is obligatory that expenditure shall be incurred.
- (d) to meet the expenditure on building or purchasing a house or a site for a house provided that such house or site is assigned to the Trustees of the Fund.

(e) to pay premia on policies of insurance on the life of the subscriber or of his wife provided that the policy is assigned to the Trustees of the Fund and that the receipts granted by the insurance company for the premia are from time to time handed over to the Trustees for inspection by the Incometax Officer.

(ii) For the purposes of sub-rule (i) 'Family' means any of the following persons who reside with and are wholly dependent on the employee, namely, the employee's wife, legitimate children, step-children, parents, sisters and minor brothers.

(iii) No such withdrawals shall exceed (1) the pay of the employee for three months, or in the case of a withdrawal for the purpose specified in clause (d) of sub-rule (i) six months at the time when the advance is granted, or (2) the total of the accumulation of exempted contributions and exempted interest contained in the balance to the credit of the employee, whichever is less.

(iv) A second withdrawal shall not be permitted until the sum first withdrawn has been fully repaid.

(v) (1) Where a withdrawal is allowed for a purpose specified in clause (d) or clause (e) of sub-rule (i) of Rule 17 the amount withdrawn need not be repaid.

(2) Where a withdrawal is allowed for any other purpose, the amount withdrawn shall be repaid in not more than twenty four equal monthly instalments and shall bear interest in accordance with rule (vi) and no further withdrawal shall be permitted until repayment has been effected in full.

(vi) In respect of withdrawals which are repaid in not more than 12 monthly instalments an additional instalment of 4 per cent of the amount withdrawn shall be paid on account of interest : and in respect of withdrawals which are repaid in more than 12 monthly instalments two such instalments of 4 per cent of the amount withdrawn shall be paid on account of interest :

Provided, however, that at the discretion of the Trustees of the Fund, interest may be recovered on the amount withdrawn or the balance thereof outstanding from time to time at 1 per cent above the rate which is payable for the time being on the balance in the Fund at the credit of the member.

(vii) The Proprietor shall deduct such instalments from the employee's salary, and pay them to the Trustees. The deductions shall commence from the second monthly payment made after the withdrawal or, in the case of an employee on leave without pay, from the second monthly payment made after his return to duty.

(viii) In case of default of repayment of instalments under rules (vi) and (vii) the Commissioner of Incometax may at his discretion order that the amount of the withdrawal or the amount outstanding shall be added to the total income of the employee for the year in which the default occurs and the Incometax Officer shall assess the employee accordingly.

(ix) Notwithstanding anything contained in rules (iv) to (viii) it shall be open to the Trustees of the Fund to permit the withdrawal of ninety per cent of the amount standing at the credit of an employee if the employee takes leave preparatory to retirement, provided



that if he rejoins duty on the expiry of his leave he shall refund the amount drawn together with interest at the rate allowed by the Fund.

### CLOSING OF ACCOUNTS

18. The account of each subscriber shall be closed:
- (a) when he is dismissed from the service of The Ananda Vikatan Office and Press, or resigns his office without having rendered *approved service*, or under circumstances discreditable to him in any way, in the opinion of the Committee, or resigns his appointment during the tenure of any agreement of service entered into by him with the Proprietor ;
  - (b) when he resigns his office or retires from service after having rendered approved service, but before he shall have completed 15 years of service ;
  - (c) when his services are dispensed with owing to reduction of establishment, or to some cause other than his own misconduct ;
  - (d) when he retires after having put in not less than 15 years of service ;
  - (e) when he is compelled to retire through sickness or continued ill-health incapacitating him from active service on a certificate of such disqualification signed by a medical practitioner appointed by the Trustees ; and
  - (f) when he dies in the service of The Ananda Vikatan Office and Press.

**NOTE :** *Approved service* means service in a permanent post for not less than three years.

## AMOUNT PAYABLE ON CLOSURE OF ACCOUNTS

19. (a) When a subscriber's account is closed under clause (a) of Rule 18, he shall be paid the full amount of his subscriptions together with the interest on such subscriptions.
- (b) When it is closed under clause (b) of Rule 18, he shall be paid the total amount of his subscriptions with the interest on such subscriptions, together with a part of the contributions from the Proprietor on his behalf, and the interest on such contributions. Such part shall be calculated at the rate of 6 $\frac{1}{2}$  per cent of the Proprietor's contribution and interest thereon, for every completed year of service over the first three years of service of such subscriber after joining the Fund.

*NOTE : In determining the proportion of the Proprietor's contribution and interest thereon payable to a subscriber when his account is closed under clause (b) of Rule 18, the trustees shall take into consideration his unbroken service, if any, at the time of the starting of the Fund.*

- (c) When it is closed under clauses (c), (d), (e) and (f) of Rule 18, the subscriber concerned or the nominee or nominees of such subscriber under Rule 14, shall be paid the whole of the amount of the subscription by him with interest on such subscriptions, together with
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the full amount of the monthly contributions on his behalf by the Proprietor and interest on such contributions.

### NOTICE TO NOMINEES OF DECEASED SUBSCRIBERS

20. (a) In the case of a subscriber's death, a registered notice shall, as soon as possible, be sent to the registered address of the nominee or nominees of the subscriber, if alive, or to the heir or heirs of the deceased, so far as they may be known or can be ascertained. All unclaimed balances shall be forfeited to the Fund after the expiration of three years for the benefit of the existing subscribers and dealt with as in sub-clause (b).

(b) Employer's contribution or any portion thereof which becomes lapsed consequent on the termination of service of the employees before the minimum period necessary shall be distributed among the existing subscribers to the Fund as bonus or otherwise.

### PAYMENT SUBJECT TO DEDUCTIONS

21. The accumulated balance due to a subscriber shall be payable on the day he ceases to be an employee of Ananda Vikatan. All payments under these rules shall be subject to any deductions provided for in Rule 22 below.

22. (a) From and out of the amount standing to the credit of any subscriber, the Trustees shall deduct amount of any loan to him under Rule 17, together with any interest accrued on the same.

- (b) Provided that the Proprietor shall not be entitled to claim any sum whatsoever from the Fund save in cases where the subscriber is dismissed for misconduct or voluntarily leaves his employment otherwise than on account of ill-health or other unavoidable cause before he completes twenty-five years of service or the age limit of fifty-five years, whichever is earlier, and the recovery by the Proprietor in such cases will be limited to the amount of the subscriptions made by him to the individual account of a subscriber and to the amount of interest (simple and compound) credited in respect of such subscriptions made in accordance with the Rules of the Fund.

### INVESTMENT OF FUNDS

23. The proceeds of the Fund shall be invested by the Trustees in securities of the nature provided in Clauses (a), (b), (c), (d) or (e) of Section 20 of the Indian Trusts Act, 1882 and payable both in respect of capital and of interest in British India.

### SUBSCRIBERS' ACCOUNTS

24. Separate accounts shall be kept for each subscriber showing the subscriptions paid by him and the interest on such subscriptions calculated in the manner hereinafter provided.

### INTEREST ON SUBSCRIPTIONS

25. At the end of each year and on the closure of an account, the account of each subscriber shall be credited with interest at such rate as may be fixed by the

Trustees from time to time calculated on the opening balance of the year. For the present, the rate shall be  $3\frac{1}{2}$  (three and a half) per cent. per annum.

### ANNUAL ACCOUNTS

26. An account shall be maintained for each subscriber in the form prescribed in rule 6 of the Central Board of Revenue's Notification No. 12 dated 15th March 1930. As soon as possible after the close of the year, every subscriber will be furnished with a copy of his account showing his subscriptions and the interest thereon, together with the amount of any loan outstanding due by him and the interest accrued thereon, as also the Proprietor's contributions and the interest on the same. Subscribers must satisfy themselves as to the correctness of the accounts and must bring to the notice of the Trustees any errors in them within one month of receipt of such accounts.

An account shall be maintained for each subscriber and an abstract of such account furnished by the Trustees to the Income-tax authorities as laid down in Rules 6 and 7 of the Indian Income-tax [Provident Funds Relief (Central Board of Revenue)] Rules issued with the Central Board of Revenue's Notification No. 12 dated 15-3-1930.

### AUDIT OF THE FUND ACCOUNTS

27. The accounts of the Fund shall be audited once a year by a Registered Accountant who is also the Auditor of Ananda Vikatan and he shall submit his report thereon to the Trustees. A copy of such report shall be sent to each subscriber along with his account provided for in Rule 26 above.

### ALTERATIONS OF THE RULES BY THE TRUSTEES

28. (a) The rules herein contained shall not be altered in any way except by the Trustees after hearing the subscribers at a meeting convened for the purpose, of which notice shall be given at least 15 days before the date fixed for such meeting, specifying the object of such meeting. The meeting shall be presided over by one of the members of the Trustees and any subscriber present shall be entitled to take part in the proceedings and vote on propositions.
- (b) No propositions shall be considered as carried unless it is assented to by a majority of those present and voting. Such resolutions are merely advisory.

Provided that no alteration, amendment, addition or cancellation of any of these rules shall be made without obtaining the previous approval of the Commissioner of Incometax, Madras.

### SUBSCRIBERS' PRIVILEGES

29. Any subscriber may send in writing to the Trustees his views or proposals on any subject connected with the Provident Fund and the Trustees shall consider the same and communicate their decision to the subscriber concerned.

### INTERPRETATION OF THE RULES

30. In the case of any doubt or difficulty in the interpretation of these rules, the decision of the Trustees in regard to the same shall be final and binding on all.

FORM I

**"THE ANANDA VIKATAN OFFICE AND PRESS PROVIDENT FUND"**

**Form of application for admission as a subscriber**

1. Name in full
2. Father's name
3. Caste
4. Designation
5. Salary
6. Age and date of birth
7. Address

*Declaration*.—I hereby agree to subscribe to The Ananda Vikatan Office and Press Provident Fund, and to abide by the Rules which are now in force, a copy of which has been supplied to and read by me, and such other Rules as may hereafter be passed in this behalf. I also guarantee not to withdraw from this Fund so long as I continue in the service of The Ananda Vikatan Office and Press.

*Station:*

*Witness:*

*Date:*

*Signature of Applicant.*

FORM II  
**THE ANANDA VIKATAN OFFICE AND PRESS PROVIDENT FUND**  
**Form of Application for Registration of Nominees**

1. Full name of Applicant
2. Address
3. Father's name
4. Designation
5. Nominee or Nominees

No.	Name in full	Relationship to Subscribers	Age	Occupation	Address	Sums due, in what proportion payable	If nominee a minor, Name & Address of the Guardian
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I do hereby declare that the names and addresses of the person or persons who, in the event of my death, will be entitled to receive payment of all sums due to me from the above Fund are as set out above.

Station :

1st Witness :

Executed and signed in my presence.

Dated the

2nd Witness :

Signature of Applicant.

Signature of Trustee.

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FORM III

Name .....

Date of joining Fund.

Account closed

date

Paid to employer

Lapsed to employer or to Fund

Recovery by employer

Year and month.	Salary.	Contributions and Interest.						Total contributions. Column 5, 6 and 7.	Total interest. Columns 8, 9 and 10.	Exempt? Contributions not exceeding 1% of salary for the year. Interest on loan in column 11 at 4% per cent. pa.	Not exempt.		Assessed to total income. (5, 7 and 8)	Remarks
		Contributions by employer. Interest on same in column 3.	Regular contributions by employer.	Interest on same in column 4.	Employer's contributions on account of the advance of the employee's salary. Interest on same in column 8 of other employees.	Interest on same in column 9.	Contributions. Column 10.				Interest. Column 11 minus column 12.			
BALANCE B. F.														
April														
May														
June														
July														
August														
September														
October														
November														
December														
Total														
Adjustment on account of temporary withdrawals account (Columns 11 and 12 only)														
Adjustment on account of non-repayable withdrawals account (Columns 11, 12, 13 and 14)														
Total carried over														

N.B.—The totals of Columns 3 and 4, 5 and 6, 7 and 8 and 11 and 12 will be carried into the next year as the opening balance of Columns 3, 5, 7 and 11, respectively.

NON-REPAYABLE WITHDRAWALS ACCOUNT

	Amount
April	
May	
June	
July	
August	
September	
October	
November	
December	
Total	

TEMPORARY WITHDRAWALS ACCOUNT

	Advance.	Repayment.	Interest.
Balance brought forward			
April			
May			
June			
July			
August			
September			
October			
November			
December			
Total			