

RULES AND REGULATIONS
of the "B" PROVIDENT FUND

FOR THE MAINTENANCE AND MANAGEMENT
OF THE FUND AND OF THE ASSETS THEREOF

THE CALCUTTA TRAMWAYS
—— Company, Limited. ——

(INCORPORATED IN ENGLAND)

The Calcutta Tramways Company, Limited.

(Incorporated in England)

RULES AND REGULATIONS

OF THE

“B” PROVIDENT FUND.

As amended by the Trustees from 1st June, 1941
under the provisions of Rule 29.

WHEREAS the Board of Directors of the Calcutta Tramways Company, Limited, hereinafter called the Directors have considered it expedient to create another Provident Fund in addition to the existing Fund which was brought into existence with effect from 1st January, 1913, and is hereinafter referred to as the 1913 Fund.

AND WHEREAS the Directors have decided that a new Fund to be called “B” Provident Fund shall be instituted for the benefit of officials and servants becoming eligible for membership as and from the 1st July, 1928, subject to the following rules and regulations, but nothing herein contained shall be deemed to abrogate, alter, prejudice or affect, the 1913 Fund or the rights and liabilities of its members and the Company thereunder or any of the rules and arrangements thereof in any manner whatsoever.

1. **Commencement** :—These rules shall take effect as from the first day of July, 1928, and shall apply to all officials and servants of the Company who are not members of the 1913 Fund and who are eligible for membership of and desire enrolment in this Fund and shall also apply to those officials and servants of the Company who being eligible for membership of this Fund are required by the rules of the Company to become members thereof.

2. **Management of Fund** :—The Directors of the Company shall be the Managers of this Fund, and they may delegate their powers as Managers to the principal officials of the Company for the time being, or to such other Representatives as they may choose to appoint. The Directors shall have power to remove such delegates at any time and may appoint other delegated Managers in their stead and the necessary expenses of management shall be a charge against the assets of this Fund.

3. **Membership** :—All officials and servants of the Company of all grades not being members of the 1913 Fund, who are over 18 years of age and are in receipt of emoluments amounting to Rs. 20 and over per mensem whether based on a daily or monthly rate of pay, are eligible for membership of this Fund, provided always that for the purposes of determining the eligibility of an official or servant only the basic rate of pay shall be taken into account in arriving at the monthly emoluments, and all allowances and overtime shall be excluded. Temporary officials and servants who have not been confirmed in their appointments and such other officials or servants as are under notice of dismissal or discharge or have tendered their resignation, are not eligible for membership without the special sanction of the Directors.

4. **Subscriptions of Members** :—Every member shall subscribe a sum equal to five per cent per annum on the amount of his emoluments including for the purposes of this clause overtime and other such payments for additional work and personal allowances and additional pay made in respect of special services, but shall exclude house allowances and all other such allowances or payments made to meet special expenses, provided always that the calculation of the five per cent subscription shall be made on the amount due to any official or servant of the Company prior to any deductions from his pay on account of uniform or clothing provided for him or on account of any advance to the member in cash or kind or on account of fines.

5. **Deduction by Company of Subscriptions from Salary** :—The Company shall in any manner it may think most convenient from time to time, deduct from any sum payable by them to any member in respect of salary such sum as may be required to pay any subscription due from him to this Fund, and all sums so deducted shall from time to time be paid over to the Managers of this Fund in India.

6. **Subscriptions of Members absent on Sick Leave or Furlough** :—The subscription of any member absent on sick leave or furlough shall, during the period of such absence, be assessed on the salary allowed during such absence or the assessment may be continued on the full amount of his salary at the request of the member.

6-A. Any member called up for compulsory service in any armed forces of the Crown or in civilian employment by competent authority of Government or at any time after the 3rd September, 1939, joining similar service

or employment with the consent of the Agent, shall be deemed to continue in the service of the Company for the purposes of this Provident Fund and to be governed by these Rules. Any such employee may, at his own wish, during his period of other service as mentioned above, continue to subscribe monthly a sum up to a maximum of such amount as would, under these Rules, be payable by him according to his basic rate of salary or wages at the date of leaving active employment with the Company, and the amount of this monthly subscription may be altered on the written request of the member, subject however to the maximum amount before mentioned. Company's Contribution, Interest, etc., will continue to be credited to the member's account as if he had remained in the Company's employ, at the declared rates each year proportionate to the amount actually subscribed by the member.

7. Contribution by the Company to the Assets of the Fund :—The Company shall subject as hereinafter provided contribute to the assets of this Fund a sum equal to half the aggregate amount of the subscriptions of the members for each year, and if, after providing a sum out of the nett profits of the Company sufficient to pay a dividend clear of all charges at the rate of five per cent per annum upon the paid up capital of the Company for the time being, to the shareholders, and setting aside for depreciation and reserve such sum as the Company shall think proper, and after making due provision for the maximum sum payable by the Company by way of contribution to the 1913 Fund there shall remain a surplus profit sufficient to do so, there shall also be contributed to the assets of this Fund by the Company from and out of such surplus a further sum equal to half the aggregate amount of the subscription of members.

Provided nevertheless and it is hereby expressly agreed and declared that the total Contribution of the Company under this rule shall not exceed a sum which if added to the total Contributions of the Company under the rules of the 1913 Fund, would represent $4\frac{1}{2}$ per cent of the nett profits of the Company for each year, such nett profits being the amount available after deducting Debenture interest and other fixed charges and the amounts set aside for depreciation and reserve.

8. Trustees :—There shall be not less than two and not more than eight Trustees of the assets of this Fund, all resident in India. The Trustees shall be appointed by the Directors, and any Trustee may at any time be removed by the Board of Directors, who shall also have the power of appointing new Trustees, if necessary. A resolution of the Directors shall be sufficient evidence of the appointment of any Trustee or Trustees.

9. Transfer to Trustees of Securities, etc. :—As soon as the appointment of the first Trustees has been made by the Directors, the assets and moneys of this Fund shall be vested in such Trustees. All necessary transfers of the assets and the moneys shall be carried out on the appointment of any new Trustees.

The Managers shall, from time to time, pay all monies received by them on behalf of this Fund into Lloyds Bank, Calcutta and London, and/or into any Calcutta Bank approved by the Directors for the credit of the account of this Fund. All monies to the credit of this account shall be dealt with only by the Trustees for the time being.

10. Investment of Funds :—All moneys not immediately required for the purposes of the Fund shall be from time to time invested by the Trustees at their discretion in any of the following securities, that is to say, any of the Rupee or Sterling Securities of the Government of India or Great Britain or its Colonies, or any securities, the interest on which is or shall be guaranteed by the Government of India, or in or upon the Debentures or Debenture Stock of any Railway Company in India, or the shares or stock of any such Railway Company, a fixed or minimum rate of interest or dividend on which is guaranteed by the same Company, or the Government of India, or secured by means of fixed rental payable by any other Company, or on the bonds, debentures, or securities, of or issued by any Public Municipal or Local Body or Authority in India, or in mortgages of immovable properties (but not any other mode of investment) with power for the Trustees at their discretion from time to time to vary or transpose such investments into or for others of any nature hereinbefore authorised.

10-A. No Trustee shall be liable for any loss arising from or contingent upon any such investments unless it has been occasioned by his negligence or fraud.

10-B. Payment of Insurance Premia from Members' Personal Subscriptions :—On the written request (in such form as shall be prescribed by the Trustees) of any member, his personal Subscriptions to the Fund may be invested, either partially or wholly, in payments to a recognised Family Pension Fund, or in payments of premia on a policy (either whole life or endowment) of assurance on the member's own life in an approved Assurance Company, under the following conditions :—

- (i) Any such assurance policy shall be of such a nature that it can be assigned to the Trustees of the Provident Fund, and it shall be so assigned immediately after it is effected.
- (ii) The member may request payments exceeding his compulsory subscription to be so made. In such an event, the amount by which the monthly payment to the Pension Fund, or Assurance Company, exceeds the member's compulsory subscription, shall be deducted by the Company from the member's salary, and paid by it to the Trustees in repayment of such excess so paid by them.
- (iii) The required periodical payments to the Pension Fund or Assurance Company, shall be made by the Managers of the Fund, who shall receive the money required therefor from the Trustees.
- (iv) The amount at the credit of the member in the books of the Fund representing his own personal subscriptions as at the date of his giving such notice as aforesaid, may, if he shall so direct in writing, be invested by the Managers in payments in respect of periodical, or of single premia, on a life policy.
- (v) In the event of an endowment policy maturing while the member is still in the service of the Company the whole sum thereby accruing shall be credited to his personal account in the Fund. The sum so credited shall be treated in all respects as if it consisted of the member's personal subscriptions to the Fund during the term of the Policy. This amount will not qualify for Company's Contribution but will earn interest at the declared rate each year.

- (vi) In the event of a member, in respect of whom a life policy shall have been effected hereunder, dying while in the Company's service, the sum assured will be collected by the Trustees and dealt with as if it consisted of compulsory subscriptions made by the member during his lifetime.
- (vii) In the event of a member leaving the Company's service (for any reason whatever) before the maturity of the Policy effected by him under these Rules, the Trustees will re-assign such policy to such member absolutely.
- (viii) At any time any member who has made a request for this sub-clause to apply to his compulsory subscriptions, may give to the Managers of the Fund one month's notice that he wishes his future personal subscriptions to be invested as in Clause 10 hereof, and that he will bear the payments to the Pension Fund, or Assurance Company, concerned. After the expiration of one month from the time of receipt of such notice by the Managers, such member's compulsory subscriptions shall be invested in accordance with Clause 10 hereof, and an amount equal to the payments mentioned in sub-paragraph (iii) hereof, shall be deducted from the member's salary in addition to his personal subscriptions, and paid to the Managers, who shall, thereupon, pay the amount so deducted to the Family Pension Fund or Assurance Company, as the case may be.

10-C. Valuation of Investments :—If at any time there is such appreciation or depreciation in the value of the investments of the Fund as in the absolute discretion of the Trustees requires an adjustment of the accounts of the members, the Trustees shall credit or debit the accounts of the individual members rateably in proportion to the respective amounts standing to their credit, such total amount by way of provision for the aforesaid appreciation or depreciation as the Trustees may determine.

11. Sale of Securities :—The Trustees may, and shall from time to time, by a sale of the securities standing in their names or of a sufficient part thereof, raise such sum or sums of money as may be required for the purposes of this Fund.

The Trustees may also, if they consider it expedient for the purposes of the Fund, pledge or mortgage the whole or a portion of the securities of the Fund in order to secure an advance, loan or overdraft as and when required for the purposes of the Fund provided that no such advance, loan or overdraft shall bear interest at a rate higher than the lowest rate charged by the exchange banks on advances, loans or overdrafts against similar security at the date when the same is contracted.

12. Appropriation among the Members of the contributions by the Company :—All sums that may, under the provisions of Rule 7, be contributed in any year by the Company to the assets of this Fund, shall, as soon as may be after the 31st day of December in each year, be paid by the Company to the Trustees and be allocated by the Managers among the members as bonus in proportion to the amount of their respective subscriptions for the said year, and the amount so ascertained shall be divided by book entry among the members, the Managers crediting the account of each member in the books of this Fund with his share of the contributions so ascertained.

13. Payment from the Fund to Members or Their Representatives :—Except as is by these rules expressly provided no member nor any person or persons on his behalf or in respect of his interest in the Fund or assets thereof, shall be entitled to claim any payment of money to him or them, and it is hereby expressly declared that neither the Trustees nor the Managers shall be personally liable to members for any sum beyond the balance for the time being of the assets of this Fund.

And it is hereby further expressly declared that no member shall have any right, interest or claim whatsoever in any sums standing to his credit in the books of the Fund on account of bonus (i.e., on account of the Company's Contribution and increments thereon credited under Rule 28 hereof) until he retires or dies, and then he or his nominee or nominees or dependants or failing them such person or persons as may be authorised by Law to receive payment on his behalf shall only be entitled to such amount as under the Rules hereafter contained shall be due.

14. On Retirement :—On the voluntary resignation or retirement from the service of the Company or the termination of employment of any member without the existence of any cause justifying dismissal, the Trustees shall, subject to the provisions in these Rules hereinafter contained, pay to the member, if he has been in the Company's service for a continuous period not exceeding 5 years, only the amount of the member's personal subscriptions which shall actually have then been paid, together with any increments credited to him in respect of such subscriptions under the provisions of Rule 28, up to the date of leaving the Company's employment. If the member's term of employment shall have exceeded 5 years the Trustees shall pay to him the amount of his personal subscriptions which he shall actually have then paid together with any increments credited in respect thereof under the provisions of Rule 28 and also such proportions of the amounts standing to his credit in respect of the contributions made by the Company under Rule 7 and increments credited in respect of such Company's Contribution under the provisions of Rule 28, at the rate of 1/20th. (5%) for each complete year of service provided that such amount payable shall not exceed the total amount standing to his credit in his account in the Fund, i.e., in no case will more than 20/20ths. of the Company's Contribution and increments thereto under Rule 28, become payable.

In respect of the broken period of the Fund's financial year up to the date of such resignation, retirement or termination as aforesaid such member shall receive his due proportion of any net balance standing at credit of the Revenue Account of the Fund at the end of such financial year and, if under the foregoing provisions he shall be entitled to any proportion of the Company's Contribution standing to his credit, he shall receive a similar proportion of the Company's Contribution payable in respect of such broken period and any increment attributable thereto under Rule 28, such payments being made to the member after the closing of the Fund's Accounts for the financial year concerned.

15. On Retirement owing to Illness, etc. :—On any member of the Fund being discharged by the Company owing to illness, old age, or accident or in consequence of reduction of the Company's establishment, the Trustees shall (subject to the provisions hereinafter contained) pay to such discharged member, the

sum of money standing to his credit in the books of the Fund at the date of his retirement together with Company's Contribution from the preceding 31st December up to the date of discharge and a due proportion of any net balance standing to credit of the Revenue Account of the Fund at the end of the financial year in which such discharge occurs.

16. **Dismissal**:—If any member of this Fund shall be dismissed from the Company's service for misconduct, disobedience, insolence, negligence, dishonesty or incompetence, the Trustees shall pay to him only the aggregate amount subscribed by him to the assets of this Fund up to the date of his dismissal, together with any increments credited in respect thereof under the provisions of Rule 28, but no bonus or other compensation whatever standing to his credit in the books of the Fund shall be payable to him notwithstanding his length of service to the Company.

17. **Forfeited Contributions**:—After a retiring member of under 20 years' service or a dismissed member has been paid the amount to which he is entitled in accordance with Rule 14 or 16 as the case may be the balance standing to his credit in the books of the Fund shall be credited to the Revenue Account so as to be available for distribution to the members under Rule 28 at the end of the then current financial year.

18. **Unpaid Deposits**:—On a member ceasing to be in the service of the Company, his account shall be closed and any moneys standing to his credit in the books of the Fund shall be transferred to a separate account called "Unpaid Deposits". All items so transferred remaining unclaimed for a period of three years may at the discretion of the Trustees be credited to the profit and loss account of the Fund, and any amount so dealt with which is subsequently paid shall be charged to that account.

19. **Nomination**:—Every member shall nominate in the form annexed to these Rules, a person or persons to whom the whole or a part of the amount payable to him shall be paid in the event of death. If the nominee is a minor, the member shall, at the time of nomination, also appoint a person of full age to whom, in the event of the member dying before the nominee attains majority, the amount is to be paid on behalf of the minor nominee. Further, when a nominee suffers under any other legal disability to give a valid discharge, the member must appoint, in the nomination paper, some other person to receive payment and give a valid discharge on behalf of the nominee. No nomination in favour of a minor or of a person suffering under disability shall be valid without such appointment.

A nominee may or may not be a dependant of the member.

If the person nominated be a dependant of the member (within the meaning of the Provident Funds Act XIX of 1925) the amount payable to him under these Rules shall vest and be payable to him on the death of the member.

20. All nominations shall be submitted in duplicate in the form provided for the purpose, signed by the member and attested by two witnesses who are employees of the Company, and must be registered by the Managers of the Fund, who will retain one copy for record and return one copy to the member. A nomination made and registered as aforesaid can only be modified, revoked or altered by a new nomination prepared and dealt with in accordance with the abovementioned procedure.

21. If no acknowledgment has been received by the member from the Managers of the Fund of a new nomination modifying or cancelling an existing nomination, payment made according to such existing registered nomination, shall be a complete discharge and shall exonerate the Trustees of the Fund from all claims.

22. **Payment on Death**:—On the death of a member whilst in the service of the Company, the total amount at his credit in the account made up according to the Rules of the Fund including all Company's Contributions in respect of such member up to the date of his death and a proportionate share for the broken period of the financial year concerned of the net balance at credit of the Revenue Account drawn up at the close of such financial year, will be disposed of in the following manner, namely:—

- (i) If the member has left a duly signed and registered nomination disposing of the entire amount of his Provident Fund, then, out of the entire sum payable, the shares of the nominees who are not dependants of such member (within the meaning of the Provident Funds Act XIX of 1925) will be paid to them with or without production of Probate, Letters of Administration or Succession Certificate, according as the total amount payable on his account does or does not exceed Rs. 5,000. The shares of nominees who are dependants will be paid to them without the production of Probate, Letters of Administration or a Succession Certificate irrespective of the total amount payable.

- (ii) If the member has failed to file a proper nomination or if he has left a duly signed and registered nomination disposing of only a part of his Provident Fund, then the payment shall be made as follows:—

In respect of the part disposed of by nomination, payments will be made in accordance with clause (i) above and in respect of the part not disposed of by nomination, such parts shall be paid to the person or persons producing a grant of Probate or Letters of Administration or a Succession Certificate to the estate or effects of the deceased member in his or their favour, provided that if the total amount payable on such member's account does not exceed Rs. 5,000 the Trustees may make payment thereof to any person who may appear to them to be entitled to receive the same, without the production of any such grant as aforesaid.

23. **Immunity from Attachment**:—All subscriptions, deposits, bonuses, interest, increments and similar accruals, or any amount standing at the credit of a member in the Fund shall not in any way be capable of being assigned or charged, and shall not be liable to attachment under any decree or order of any Civil, Revenue or Criminal Court in respect of any debt or liability incurred by the member and neither the Official Assignee nor any Receiver appointed under the Provincial Insolvency Act shall be entitled to, or have any claim on, any such subscription, deposit, bonus, interest, increment, accrual, etc.

24. Any sum standing to the credit of any member in the Fund at the time of his decease and payable under the Rules of the Fund to any dependant (within the meaning of the Provident Funds Act XIX of 1925) of the member shall vest in the dependant, and shall be free from any debt or other liability incurred by the deceased or incurred by the dependant before the death of the member, subject to deductions permissible in accordance with Section 6(a) and (b) of the Provident Funds Act XIX of 1925.

25. **Payment from Deposits of Insane Member** :—If any member shall become insane, or otherwise incapacitated, the Trustees may authorise payments from time to time out of the moneys standing to the credit of such member in the books of this Fund, to any person whom they shall judge proper and the receipt of such person shall be a good discharge for the same. The Trustees may require proof of the insanity or incapacity of the member, or in urgent cases they may dispense with such proof at their discretion.

26. **Indemnification of Trustees** :—The Trustees on paying any amounts under and in accordance with the provisions of Rules 13, 14, 15, 16, 18, 22 and 25 shall be entitled to be indemnified and repaid out of the assets of the Fund in respect of any claims, costs, proceedings or demands, made against the Trustees in respect of such payments.

27. **Record of Subscriptions of Members** :—All subscriptions of members shall be recorded in the books of this Fund to the credit of the respective members to be repaid thereout to them as provided in the foregoing rules.

28. **Interest on Investments** :—As soon as is convenient after the end of each financial year the net balance at credit or debit, as the case may be, of the Revenue Account of the Fund shall be divided *pro rata* among the members by book entry and in the members' individual accounts the share so credited or debited to each member will be allocated as between subscriptions made under Rule 4 and Company's Contribution.

29. **Alteration of Rules** :—It shall be lawful for the Trustees from time to time, and at any time hereafter, in writing under their hands to alter, vary, modify, or add to these rules and regulations, or any of them, provided always that no such alteration, variation, modification, or addition shall affect the right of any member of this Fund with respect to any assets then in the hands of the Trustees thereof.

30. **Termination of Fund** :—The Company shall have the absolute right to terminate the existence of this Fund at any time and without assigning any reason upon giving to the Trustees and the Manager and all members one calendar month's notice in writing. But on such termination each member shall be entitled to receive from the Trustees the full amount standing to his credit in the books of the Fund. PROVIDED NEVERTHELESS that if on liquidation of all the investments and assets of the Fund the assets shall (owing to depreciation of investments and/or liabilities and expenses incurred on management or for any other reason) prove insufficient to meet the claims of all members fully, the claim of each member shall abate proportionately and neither the Company nor the Trustees or Managers shall be liable to the members beyond the amount of the actual liquidated value of the assets at the date of determination.

31. **Arbitration** :—If any dispute shall arise between the Managers and the Trustees of this Fund for the time being, or between the Managers or Trustees and any individual member, or any executor, administrator or next-of-kin, or creditor or assignee of a member who may become bankrupt or insolvent, or any person claiming to be such executor, administrator or next-of-kin, creditor or assignee, or to be entitled to any moneys deposited in this Fund, then and in every such case the matter in dispute shall be referred to arbitration under the provisions of the Indian Arbitration Act, 1899, or any statutory modification thereof.

32. **Advances** :—(1) It is not intended that advances from the Fund should ordinarily be made but in special cases in which a member is in a state of acute financial embarrassment and is unable to obtain a loan from elsewhere, the Trustees on being fully satisfied that the indulgence is absolutely necessary, may grant to a member a temporary advance from the amount of his personal Subscriptions standing to his credit in the Fund—

- (i) To pay for the passage of the family of the member when proceeding overseas or of the member himself when making a similar journey on a medical certificate, or in each case on returning after such absence.
- (ii) To meet the expenses of a member's dependants (within the meaning of the Provident Funds Act XIX of 1925) in making a journey under medical advice, or to meet expenses incidental to their severe illness.
- (iii) For any other urgent reason of an unusual nature considered proper by the Trustees.

(2) In the case of covenanted Officers, such advance must be limited to four times the basic monthly pay of the member with a maximum of Rs. 2,000 and must not exceed the sum at credit of the member's personal Subscriptions to the Fund.

In the case of other employees the advance will be limited to four times the basic monthly pay of the member with a maximum of Rs. 1,000 and must not exceed the sum at credit of the member's personal Subscriptions to the Fund.

(3) No such advance may be granted until at least 12 months after the final repayment of all previous advances.

(4) The advance sanctioned under this Rule shall be recovered from the member in not less than 12 or more than 24 equal monthly instalments unless the member elects in favour of a smaller number of instalments, with a lump sum addition calculated at a rate equivalent to interest @ 5 per cent per annum on the original amount of the advance. Such recoveries shall be made by deductions from the member's monthly emoluments in addition to his normal monthly Compulsory Subscription, and shall commence from the month in which a full month's salary is drawn immediately following the month in which the advance is made. They shall continue to be recovered from the member for all periods during which the member is in receipt of full pay.

* Recoveries both of principal and of interest on such an advance shall be credited to the member's personal account. The original amount of the advance shall not earn any interest from the Fund until the whole amount has been repaid.

THE CALCUTTA TRAMWAYS COMPANY, LIMITED.

"B" PROVIDENT FUND

Depositor's Registered No.....

FORM OF NOMINATION

I, hereby declare that in the event of my death whilst in the service of the Company the amount payable to me from the above Provident Fund shall be distributed among the persons mentioned below in the manner shown against their names:—

| Name and address of the Nominee or Nominees. | *Relationship if any, with the Subscriber. | Age of Nominee. | Amount of share of deposit. |
|--|--|-----------------|-----------------------------|
| 1 | 2 | 3 | 4 |
| | | | |

Signature of Member.....

Designation of Member.....

Department.....

Date.....

Witnesses to signature.

1..... 2.....

*The definition "Dependant" in Section 2(c) of the Provident Funds Act of 1925 is as below.

"Dependant" means any of the following relatives of a deceased subscriber to a Provident Fund namely, a wife, husband, parent, child, minor brother, unmarried sister, and a deceased son's widow and child, and, where no parent of the subscriber or depositor is alive, a paternal grand-parent.