



# The Kolkata Gazette

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## PART II - Advertisements, Notices

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By Order,  
Public Enterprises & Industrial Reconstruction Department  
Government of West Bengal

THE KOLKATA GAZETTE, EXTRAORDINARY, December 01, 2023

### PUBLICATION OF PUBLIC NOTICE

I SUBHRA KAMAL DHAR, son of DIPAK DHAR R/o FLAT- 3A , 45 DUM DUM PARK , KOLKATA - 700055, have been authorized by the SYAMA PRASAD MOOKERJEE PORT, KOLKATA to publish the Rules & Regulations as per the enclosed text matter.

It is certified that, I on behalf of SYAMA PRASAD MOOKERJEE PORT, KOLKATA have complied with all other legal requirements in this connection.

### CHANGE OF RELIGION

I SHREEJITA PAUL, daughter of SUNANDO PAUL R/o 43/C MAY ROAD ,JOYRAMPUR JALA ROAD P.O +P.S PARNASREE , BEHALA KOLKATA 700060 do hereby solemnly affirm and declare that I have embraced ISLAM and renounced HINDU with effect from 04-OCTOBER-2023.

It is certified that I have complied with other legal requirements in this connection.

### CHANGE OF NAME

I KALYANI, daughter of BISWANATH ROY R/o 330B. L SAHA ROAD, have changed my Name from PRIYA to KALYANI vide Affidavit No. 16931 sworn before the 22/10/23.

Henceforth, I shall be known as KALYANI instead of PRIYA and all my relevant documents should be corrected accordingly. It is further stated that KALYANI and PRIYA is the same and one identical person.

### CHANGE OF NAME

I PRODYOT KARMAKAR, son of LATE MONORANJAN KARMAKAR R/o SANTINIKETAN APARTMENT H.B TOWN, ROAD NO. 6, P.O SODEPUR, P.S KHARDAH DISTRICT NORTH 24 PARGANAS KOLKATA - 700110, have changed my Name from PRODYOT to PRODYUT vide Affidavit No. 58 sworn before the JUDICIAL MAGISTRATE 1ST COURT BARRACKPORE.

Henceforth, I shall be known as PRODYUT KARMAKAR instead of PRODYOT KARMAKAR and all my relevant documents should be corrected accordingly. It is further stated that PRODYOT KARMAKAR and PRODYUT KARMAKAR is the same and one identical person.

### CHANGE OF NAME

I DIBYAJYOTI PAL, son of KARTICK PAL R/o RAMKRISHNA MISSION ASHRAMA, VILLAGE & P.O.- SARISHA, P.S.- DIAMOND HARBOUR, DIST.- SOUTH 24 PARGANAS, PIN- 743368, have changed my Name from DIBYAJYOTI PAL to SWAMI GOPALESANANDA vide Affidavit No. 19869 sworn before the LD. JUDICIAL MAGISTRATE, 1ST CLASS AT DIAMOND HARBOUR, 24 PGS. (S)..

Henceforth, I shall be known as SWAMI GOPALESANANDA instead of DIBYAJYOTI PAL and all my relevant documents should be corrected accordingly. It is further stated that DIBYAJYOTI PAL and SWAMI GOPALESANANDA is the same and one identical person.

## CHANGE OF GENDER

I ARPITA DEY, daughter of AMRIT DEY assigned as Female at the time of birth residing at LAKSHMINARAYANPUR, CHHATNA, BANKURA, WEST BENGAL 722132, hereby undertake that I ARPITA DEY want to change my name to ADITYA DEY and gender as MALE.

I ARPITA DEY henceforth be known as ADITYA DEY, son of AMRIT DEY.

The above statement made by me is true & correct to the best of my knowledge and belief. If any legal issue arises in this regard at any stage, I will be personally responsible for any consequences arising therefrom.

## CHANGE OF SURNAME

I RAJENDRA KUMAR JAIN, son of JAICHAND LAL KOCHAR R/o C/O. JAICHAND LAL KOCHAR, BLOCK-D, 4TH FLOOR, FLAT NO.403, 317 GT ROAD, BELUR, HOWRAH - 711202, have changed my Surname from JAIN to KOCHAR vide Affidavit No. 58973 sworn before the FIRST CLASS MAGISTRATE.

Henceforth, I shall be known as RAJENDRA KUMAR KOCHAR instead of RAJENDRA KUMAR JAIN and all my relevant documents should be corrected accordingly. It is further stated that RAJENDRA KUMAR JAIN and RAJENDRA KUMAR KOCHAR is the same and one identical person.

## CHANGE OF NAME

I SAPNA RANI DAW, wife of SAROJ KUMAR DAW R/o VILL-SHRIPUR, P.O- GOBARDANGA ICHAPUR, P.S- GAIGHATA, PIN-743252, DIST.- NORTH 24 PARGANAS (WB), have changed my Name from SAPNA RANI DAW to SWAPNA RANI DAW vide Affidavit No. 18092, DATED 16/10/2023 sworn before the EXECUTIVE MAGISTRATE OF BARASAT DISTRICT COURT.,

Henceforth, I shall be known as SWAPNA RANI DAW instead of SAPNA RANI DAW and all my relevant documents should be corrected accordingly. It is further stated that SAPNA RANI DAW and SWAPNA RANI DAW is the same and one identical person.

## CHANGE OF NAME

I SWETA AGARWAL, daughter of RAJ KUMAR AGARWAL R/o 12/A, BELEGHATA ROAD, TANGRA S.O., TANGRA, KOLKATA , WEST BENGAL - 700015,, have changed my Name from SWETA AGARWAL to BITTU AGARWAL vide Affidavit No. 12320 sworn before the FIRST CLASS MAGISTRATE, SEALDAH.

Henceforth, I shall be known as BITTU AGARWAL instead of SWETA AGARWAL and all my relevant documents should be corrected accordingly. It is further stated that SWETA AGARWAL and BITTU AGARWAL is the same and one identical person.

## CHANGE OF NAME

I SHEFALI MONDAL, wife of KAMALESH MANDAL R/o PLOT NO-AA5, GREEN VIEW HOUSING PROJECT, BAKRAHAT ROAD, JOKA, KOLKATA, PIN-700104, have changed my Name from SHEFALI MONDAL to SEPHALI MANDAL vide Affidavit No. 4907 sworn before the JUDICIAL MAGISTRATE, 1ST CLASS, SEALDAH, KOLKATA.

Henceforth, I shall be known as SEPHALI MANDAL instead of SHEFALI MONDAL and all my relevant documents should be corrected accordingly. It is further stated that SHEFALI MONDAL and SEPHALI MANDAL is the same and one identical person.

## CHANGE OF NAME

I SWAPAN DEY, son of LATE PANCHANAN DEY R/o 5/1 DAKSHINPARA LANE P.O + P.S RANAGHAT NADIA 741201, have changed my Name from SWAPAN to SWAPAN KUMAR vide Affidavit No. 6778 sworn before the ADDITIONAL CHIEF JUDICIAL MAGISTRATE RANAGHAT.

Henceforth, I shall be known as SWAPAN KUMAR DEY instead of SWAPAN DEY and all my relevant documents should be corrected accordingly. It is further stated that SWAPAN DEY and SWAPAN KUMAR DEY is the same and one identical person.

## CHANGE OF NAME

I SUSANTA MRIDHA, son of LATE SISIR MRIDHA R/o UTTAR PANCHANNA GRAM, PO-VIP NAGAR, PS-ANANDAPUR, KOLKATA-700100, have changed my Name from SUSANTA KUMAR MRIDHA to SUSANTA MRIDHA vide Affidavit No. 9043 sworn before the LD. 1ST CLASS JUDICIAL MAGISTRATE, SEALDAH.

Henceforth, I shall be known as SUSANTA MRIDHA instead of SUSANTA KUMAR MRIDHA and all my relevant documents should be corrected accordingly. It is further stated that SUSANTA KUMAR MRIDHA and SUSANTA MRIDHA is the same and one identical person.

## CHANGE OF NAME

I AWADH KISHOR SINGH, son of JANARDAN PRASAD SINGH R/o QRS NO. 8/2C, STREET NO. 35, CHITTARAJAN, AREA -5, PHULJHURI, BARDDHAMAN, WESTBENGAL - 713331, have changed my Name from ABADH KISHOR SINGH to AWADH KISHOR SINGH vide Affidavit No. 75AD608919 sworn before the EXECUTIVE MAGISTRATE, 1ST CLASS, ASANSOL.

Henceforth, I shall be known as AWADH KISHOR SINGH instead of ABADH KISHOR SINGH and all my relevant documents should be corrected accordingly. It is further stated that ABADH KISHOR SINGH and AWADH KISHOR SINGH is the same and one identical person.

## CHANGE OF SURNAME

I JAI SINGH JAIN, son of LATE SHRI NEMI CHAND CHORARIA R/o GANGES GARDEN, 05, 3RD FLOOR, 106, K. C. SINGHA ROAD, SHIBPUR, HOWRAH – 711102, have changed my Surname from JAIN to CHORARIA vide Affidavit No. 1340 sworn before the LD. METROPOLITAN MAGISTRATE CALCUTTA.

Henceforth, I shall be known as JAI SINGH CHORARIA instead of JAI SINGH JAIN and all my relevant documents should be corrected accordingly. It is further stated that JAI SINGH JAIN and JAI SINGH CHORARIA is the same and one identical person.

## CHANGE OF NAME

I , BHABES SAHA, son of BAIDYA NATH SAHA R/o P-78, KALINDI HOUSING ESTATE, LAKE TOWN, P.O & P.S – LAKE TOWN, DIST – NORTH 24 PARGANAS, KOLKATA – 700089 (WEST BENGAL), have changed my Name from BHABES SAHA to BHABESH CHANDRA SAHA vide Affidavit No. 4641 DATED 11-09-2023 sworn before the COURT OF LD JUDICIAL MAGISTRATE, 1ST CLASS AT RANAGHAT, DISTRICT – NADIA, (WB).

Henceforth, I shall be known as BHABESH CHANDRA SAHA instead of BHABES SAHA and all my relevant documents should be corrected accordingly. It is further stated that BHABES SAHA and BHABESH CHANDRA SAHA is the same and one identical person.

## CHANGE OF NAME

I SOMEN BARUA, son of SUBRATA BARUA R/o RAMAKRISHNA MATH, SIKRA KULINGRAM, P.O. SIKRA KULINGRAM, P.S. MATIA, DIST. NORTH 24-PARGANAS, WEST BENGAL 743428, have changed my Name from SOMEN BARUA to SWAMI MUKUNDESHANANDA vide Affidavit No. 4038 sworn before the THE EXECUTIVE MAGISTRATE I-CLASS, HOWRAH.

Henceforth, I shall be known as SWAMI MUKUNDESHANANDA instead of SOMEN BARUA and all my relevant documents should be corrected accordingly. It is further stated that SOMEN BARUA and SWAMI MUKUNDESHANANDA is the same and one identical person.

## CHANGE OF SURNAME

I GUDIYA SHAW, wife of SONU GUPTA R/o 84/12 CHRISTOPHER ROAD, KOLKATA-700046, have changed my Surname from SHAW to GUPTA vide Affidavit No. 3451 sworn before the IN THE COURT OF THE LEARNED JUDICIAL MAGISTRATE FIRST CLASS AT ALIPORE.

Henceforth, I shall be known as GUDIYA GUPTA instead of GUDIYA SHAW and all my relevant documents should be corrected accordingly. It is further stated that GUDIYA SHAW and GUDIYA GUPTA is the same and one identical person.

## CHANGE OF NAME

I HABIL FIDAHUSAIN, son of FIDAHUSAIN R/o 5A/5C, BLOCK RIPPLES, 15 KABITITHA SARANI, POST OFFICE KHIDDIRPORE, POLICE STATIO KHIDDIRPORE, KOLKATA, WEST BENGAL-700023., have changed my Name from HABIL HUSAIN & HABIL BHAI FIDAHUSAIN to HABIL FIDAHUSAIN vide Affidavit No. 1452 sworn before the METROPOLITAN MAGISTRATE, CALCUTTA.

Henceforth, I shall be known as HABIL FIDAHUSAIN instead of HABIL HUSAIN & HABIL BHAI FIDAHUSAIN and all my relevant documents should be corrected accordingly. It is further stated that HABIL HUSAIN & HABIL BHAI FIDAHUSAIN and HABIL FIDAHUSAIN is the same and one identical person.

## CHANGE OF SURNAME

I DEBAROTI ROY, daughter of TARUN BHATTACHARYYA R/o 38/28, PAN PARA FIRST BYE LANE P.O TALPUKUR P.S TITAGARH DIST - NORTH 24 PARGANAS KOLKATA 700123, have changed my Surname from ROY to BHATTACHARYYA vide Affidavit No. 140 sworn before the JUDICIAL MAGISTRATE 1ST COURT BARRACKPORE NORTH 24 PARGANAS.

Henceforth, I shall be known as DEBAROTI BHATTACHARYYA instead of DEBAROTI ROY and all my relevant documents should be corrected accordingly. It is further stated that DEBAROTI ROY and DEBAROTI BHATTACHARYYA is the same and one identical person.

## CHANGE OF NAME

I SHYAMAL KUMAR NAIKEL, son of LATE HARI PADA NAIKEL R/o RAMAKRISHNA MATH, BELUR, P.O. BELUR MATH, P.S. BALLY, DIST. HOWRAH, WEST BENGAL 711202, have changed my Name from SHYAMAL KUMAR NAIKEL to SWAMI JITASANGANANDA vide Affidavit No. 6329 sworn before the EXECUTIVE MAGISTRATE I-CLASS, HOWRAH.

Henceforth, I shall be known as SWAMI JITASANGANANDA instead of SHYAMAL KUMAR NAIKEL and all my relevant documents should be corrected accordingly. It is further stated that SHYAMAL KUMAR NAIKEL and SWAMI JITASANGANANDA is the same and one identical person.

## CHANGE OF NAME

I SHREEJITA PAUL, daughter of SUNANDO PAUL R/o 43/C MAY ROAD, JOYRAMPUR JALA ROAD, PO+P.S PARNASREE,BEHALA, KOLKATA 700060, have changed my Name from SHREEJITA PAUL to AYESHA SIDDIQA vide Affidavit No. 70, DATED 04/10/2023 sworn before the LD, METROPOLITAN MAGISTRATE, CALCUTTA.

Henceforth, I shall be known as AYESHA SIDDIQA instead of SHREEJITA PAUL and all my relevant documents should be corrected accordingly. It is further stated that SHREEJITA PAUL and AYESHA SIDDIQA is the same and one identical person.

## CHANGE OF SURNAME

## CHANGE OF NAME

I ANURADHA CHOWDHURY, wife of MRITYUNJOY SARKAR R/o BLOCK A, FLAT 4A, 167 (40/A) KABI NABIN SEN ROAD, KAZIPARA, POST OFFICE AND POLICE STATION- DUM DUM, PIN CODE- 700028, DISTRICT- NORTH 24 PARGANAS, have changed my Surname from SARKAR to CHOWDHURY vide Affidavit No. 2769 sworn before the FIRST CLASS JUDICIAL MAGISTRATE AT BARASAT.

Henceforth, I shall be known as ANURADHA CHOWDHURY instead of ANURADHA SARKAR and all my relevant documents should be corrected accordingly. It is further stated that ANURADHA SARKAR and ANURADHA CHOWDHURY is the same and one identical person.

## CHANGE OF NAME

I MR YOUSUF SEIKH, son of SEIKH SAJEMAN R/o VILL+P.O-JUNBEDIA,P.S+DIST-BANKURA, WEST BENGAL, PIN CODE -722155, have changed my Name from MR YOUSUF SEIKH to YOUSUF SEIKH vide Affidavit No. 1644 sworn before the JUDICIAL MAGISTRATE 1ST CLASS, BANKURA COURT.

Henceforth, I shall be known as YOUSUF SEIKH instead of MR YOUSUF SEIKH and all my relevant documents should be corrected accordingly. It is further stated that MR YOUSUF SEIKH and YOUSUF SEIKH is the same and one identical person.

## CHANGE OF NAME

I SUBHADEEP MUKHOPADHYAY, son of TAPAN MOHAN MUKHOPADHYAY R/o 52/1 KM NASKAR ROAD, REGENT PARK, KOLKATA , WEST BENGAL 700040, have changed my Name from SUBHADEEP MUKHOPADHYAY to SUBHADIP MUKHOPADHYAY vide Affidavit No. 88AB 524638 sworn before the 1ST CLASS JUDICIAL MAGISTRATE.

Henceforth, I shall be known as SUBHADIP MUKHOPADHYAY instead of SUBHADEEP MUKHOPADHYAY and all my relevant documents should be corrected accordingly. It is further stated that SUBHADEEP MUKHOPADHYAY and SUBHADIP MUKHOPADHYAY is the same and one identical person.

## CHANGE OF SURNAME

I SUSHIL KUMAR SINGHANIA, son of LATE HANUMAN DAS AGARWAL R/o 134A, RAJA RAJENDRA LAL MITRA ROAD, KOLKATA-700085, have changed my Surname from AGARWAL to SINGHANIA vide Affidavit No. 19872 sworn before the JUDICIAL MAGISTRATE (1ST CLASS) AT KOLKATA.

Henceforth, I shall be known as SUSHIL KUMAR SINGHANIA instead of SUSHIL KUMAR AGARWAL and all my relevant documents should be corrected accordingly. It is further stated that SUSHIL KUMAR AGARWAL and SUSHIL KUMAR SINGHANIA is the same and one identical person.

I SOURAV KOTHARI, son of LATE HEMCHAND KOTHARI R/o ETERNITY ASPIRE, 1ST FLOOR, FLAT 1C, 122 MOTILAL GUPTA ROAD, BARISHA, KOLKATA 700008, have changed my Name from SOURAV KOTHARI to SAURAVH KOTHARI vide Affidavit No. 1110 sworn before the METROPOLITON MAGISTRATE CALCUTTA INCHARGE OF AFFIDAVIT SECTION.

Henceforth, I shall be known as SAURAVH KOTHARI instead of SOURAV KOTHARI and all my relevant documents should be corrected accordingly. It is further stated that SOURAV KOTHARI and SAURAVH KOTHARI is the same and one identical person.

## CHANGE OF NAME

I KUSUMLATA BATHIA, daughter of AMRITLAL PUJARA R/o 13/A, SHYAMANANDA ROAD, BHAWANIPUR, KOLKATA-25,WB, have changed my Name from KUSUMLATA to KUSUM N vide Affidavit No. 6277 sworn before the LD. JUDICIAL FIRST CLASS MAGISTRATE, ALIPORE COURT.

Henceforth, I shall be known as KUSUM N BATHIA instead of KUSUMLATA BATHIA and all my relevant documents should be corrected accordingly. It is further stated that KUSUMLATA BATHIA and KUSUM N BATHIA is the same and one identical person.

## CHANGE OF SURNAME

I GOVIND RAM DABRIWAL, son of LATE BILASRAY DABRIWAL R/o 138, G T ROAD(SOUTH) SHREE APARTMENT, BLOCK-A, FLAT NO.924, SHIBPUR, HOWRAH-711102, have changed my Surname from GOBIND DABRIWALA to GOVIND RAM DABRIWAL vide Affidavit No. 8277/23 DT.17.10.23 sworn before the EXECUTIVE MAGISTRATE, 2ND COURT, HOWRAH SADAR.

Henceforth, I shall be known as GOVIND RAM DABRIWAL instead of GOBIND DABRIWALA and all my relevant documents should be corrected accordingly. It is further stated that GOVIND RAM DABRIWAL and GOBIND DABRIWALA is the same and one identical person.

## CHANGE OF NAME

I ALOK KUMAR NANDA, son of CHITTARANJAN NANDA R/o DEULBAR, PURBA MEDINIPUR, WEST BENGAL - 721427, have changed my Name from ALOKE NANDA to ALOK KUMAR NANDA vide Affidavit No. L576032 sworn before the 1ST CLASS MAGISTRATE AT WEST BENGAL.

Henceforth, I shall be known as ALOK KUMAR NANDA instead of ALOKE NANDA and all my relevant documents should be corrected accordingly. It is further stated that ALOKE NANDA and ALOK KUMAR NANDA is the same and one identical person.

## CHANGE OF NAME

I MD OSMAN GANI SARKAR, son of LATE KHODABOX SARKAR R/o RAIGRAM, RAIGRAM, MONTESWAR, PURBA BARDDHAMAN, have changed my Name from MD OSMAN GANI SARKAR to SK MD OSMAN vide Affidavit No. 03/2023 sworn before the LD. ADDL. CHIEF JUDICIAL MAGISTRATE (1ST CLASS)".

Henceforth, I shall be known as SK MD OSMAN instead of MD OSMAN GANI SARKAR and all my relevant documents should be corrected accordingly. It is further stated that MD OSMAN GANI SARKAR and SK MD OSMAN is the same and one identical person.

## CHANGE OF NAME

I AMAN CHOWDHURY, son of NITISH CHOWDHURY R/o 24G, SURAH 3RD LANE, KOLKATA 700010, have changed my Name from AMAN CHOWDHURY to IYAAN CHOWDHURY vide Affidavit No. 2322 sworn before the LEARNED 1ST CLASS METROPOLITAN MAGISTRATE, KOLKATA.

Henceforth, I shall be known as IYAAN CHOWDHURY instead of AMAN CHOWDHURY and all my relevant documents should be corrected accordingly. It is further stated that AMAN CHOWDHURY and IYAAN CHOWDHURY is the same and one identical person.

## CHANGE OF SURNAME

I ANJANA DALAL GHOSH, wife of SAIBAL GHOSH R/o 8/2 AMBAGAN ROAD, BHIRINGI, P.O DURGAPUR, P.S -DURGAPUR, PIN-713213, DIST- PASHIM BARDHAMAN, have changed my Surname from GHOSH to DALAL GHOSH vide Affidavit No. 20 DATE 13/10/2023 sworn before the JUDICIAL MAGISTRATE 1ST CLASS AT DURGAPUR.

Henceforth, I shall be known as ANJANA DALAL GHOSH instead of ANJANA GHOSH and all my relevant documents should be corrected accordingly. It is further stated that ANJANA GHOSH and ANJANA DALAL GHOSH is the same and one identical person.

## CHANGE OF NAME

I SADAY KUMAR DEY, son of AJIT KUMAR DEY R/o 105/32, C ROAD, VIBEK NAGAR, P.O. SALKIA, P.S. LILUAH, DIST. HOWRAH, PIN-711106, have changed my Name from SADAY KR. to SADAY KUMAR vide Affidavit No. 328 sworn before the METROPOLITAN MAGISTRATE (1ST CLASS) AT KOLKATA.

Henceforth, I shall be known as SADAY KUMAR DEY instead of SADAY KR. DEY and all my relevant documents should be corrected accordingly. It is further stated that SADAY KR. DEY and SADAY KUMAR DEY is the same and one identical person.

## CHANGE OF NAME

I POOJA AGARWAL, daughter of RAJ KUMAR AGARWAL R/o FE-188, SECTOR-3, SALT LAKE CITY, NEAR KARUNAMOYEE, IB MARKET, BIDHANNAGAR, NORTH 24 PARGANAS, WEST BENGAL - 700106, have changed my Name from POOJA to SUCHI vide Affidavit No. 2735 sworn before the LD. METROPOLITAN MAGISTRATE 1ST CLASS, METROPOLITAN MAGISTRATE COURT KOLKATA.

Henceforth, I shall be known as SUCHI AGARWAL instead of POOJA AGARWAL and all my relevant documents should be corrected accordingly. It is further stated that POOJA AGARWAL and SUCHI AGARWAL is the same and one identical person.

## CHANGE OF NAME

I DEBAPRIYA GHOSH, son of MALAY KUMAR GHOSH R/o 185-C, FEEDER ROAD, SHAKTI GARH, BHADURI VATA, P.O-SHYAMNAGAR, P.S-JAGADDAL NOW BASUDEBPUR, PIN-743127., have changed my Name from DEBAPRIYA GHOSH to ROHAN GHOSH vide Affidavit No. 65 sworn before the 1ST CLASS JUDICIAL MAGISTRATE AT BARRACKPORE DT 0N-03/10/2023.

Henceforth, I shall be known as ROHAN GHOSH instead of DEBAPRIYA GHOSH and all my relevant documents should be corrected accordingly. It is further stated that DEBAPRIYA GHOSH and ROHAN GHOSH is the same and one identical person.

## CHANGE OF NAME

I JANARDAN MITRA, son of SAILENDRA NATH MITRA R/o BARKALIKAPUR, DIST. SOUTH 24 PARGANAS-743377, have changed my Name from JANARDDON to JANARDAN vide Affidavit No. 3236 sworn before the LD. 1ST CLASS MAGISTRATE, CALCUTTA.

Henceforth, I shall be known as JANARDAN MITRA instead of JANARDDON MITRA and all my relevant documents should be corrected accordingly. It is further stated that JANARDDON MITRA and JANARDAN MITRA is the same and one identical person.

## CHANGE OF NAME

I MINATI METE, wife of SUBHAS METE R/o VILLAGE : KAMARGORIA P.O. SANURIA P.S. JOYPUR DIST:- HOWRAH- PIN- 711413, have changed my Name from PAKI to MINATI vide Affidavit No. 556 sworn before the JUDICIAL MAGISTRATE 1ST CLASS AMTA HOWRAH.

Henceforth, I shall be known as MINATI METE instead of PAKI METE and all my relevant documents should be corrected accordingly. It is further stated that PAKI METE and MINATI METE is the same and one identical person.

## CHANGE OF SURNAME

I ARUN KUMAR CHAUDHURI, son of LATE SURENDRA NATH CHOWDHURY R/o VILL. KHARIMALA KHAGRABARI, PO. NILKUTHI, PS. KOTWALI, DIST. COOCH BEHAR, WEST BENGAL, PIN - 736156, have changed my Surname from CHAUDHURI to CHOWDHURY vide Affidavit No. 83AB932282 sworn before the COURT OF EXECUTIVE MAGISTRATE, SADAR COOCH BEHAR.

Henceforth, I shall be known as ARUN KUMAR CHOWDHURY instead of ARUN KUMAR CHAUDHURI and all my relevant documents should be corrected accordingly. It is further stated that ARUN KUMAR CHAUDHURI and ARUN KUMAR CHOWDHURY is the same and one identical person.

## CHANGE OF SURNAME

I ANUSHRI BAL, wife of BABU DAS R/o KAMALPUR BAISHALI, PALTAPARA, P.O-SHYAMNAGAR, P.S-JAGADDAL, DISTRICT -NORTH 24 PARGANAS, WEST BENGAL, PIN-743127, have changed my Surname from ANUSHRI BAL to ANUSHRI DAS vide Affidavit No. 11032 sworn before the COURT OF LD. JUDICIAL MAGISTRATE 1ST CLASS, AT BARRACKPORE.

Henceforth, I shall be known as ANUSHRI DAS instead of ANUSHRI BAL and all my relevant documents should be corrected accordingly. It is further stated that ANUSHRI BAL and ANUSHRI DAS is the same and one identical person.

## CHANGE OF NAME

I UTTAM KUMAR SENGUPTA, son of LATE MANIK LAL SENGUPTA R/o 14/5 PURBASA ASWINI NAGAR KATPOL KOLKATA 700159, have changed my Name from UTTAM KUMAR to UTTAM vide Affidavit No. 4793 sworn before the JUDICIAL MAGISTRATE 1ST CLASS ALIPORE.

Henceforth, I shall be known as UTTAM SENGUPTA instead of UTTAM KUMAR SENGUPTA and all my relevant documents should be corrected accordingly. It is further stated that UTTAM KUMAR SENGUPTA and UTTAM SENGUPTA is the same and one identical person.

## CHANGE OF SURNAME

I NIMAI PADA ADHIKARY, son of LATE KRISHNA PADA ADHIKARI R/o VII & PO- CHOWGACHA, PS- CHAKDAHA, NADIA , WB ,741222, have changed my Surname from ADHIKARY to ADHIKARI vide Affidavit No. 1843 sworn before the BEFORE NOTARY PUBLIC, KRISHNAGAR, NADIA (WB).

Henceforth, I shall be known as NIMAI PADA ADHIKARI instead of NIMAI PADA ADHIKARY and all my relevant documents should be corrected accordingly. It is further stated that NIMAI PADA ADHIKARY and NIMAI PADA ADHIKARI is the same and one identical person.

## CHANGE OF SURNAME

I KAUSHAMBI CHAUDHURI, wife of UTPAL SANTRA R/o 356/1G/2, N.S.C. BOSE ROAD, KOLKATA - 700 047, have changed my Surname from SANTRA to CHAUDHURI vide Affidavit No. 2377 sworn before the METROPOLITAN MAGISTRATE , KOLKATA DT 29.09.2023.

Henceforth, I shall be known as KAUSHAMBI CHAUDHURI instead of KAUSHAMBI SANTRA and all my relevant documents should be corrected accordingly. It is further stated that KAUSHAMBI SANTRA and KAUSHAMBI CHAUDHURI is the same and one identical person.

## CHANGE OF NAME

I DIPHA CHANDA, wife of SHAKTIPADA CHANDA R/o VILL SAHEB KACHARI P.O. & P.S. BALURGHAT, DIST:- DAKSHIN DINAJPUR, WEST BENGAL PIN 733101, have changed my Name from KRISHNA to DIPHA vide Affidavit No. 1975 sworn before the JUDICIAL MAGISTRATE BALURGHAT, DAKSHIN DINAJPUR ON DATED 17TH MAY 2023.

Henceforth, I shall be known as DIPHA CHANDA instead of KRISHNA CHANDA and all my relevant documents should be corrected accordingly. It is further stated that KRISHNA CHANDA and DIPHA CHANDA is the same and one identical person.

## CHANGE OF NAME

I SONALI BAKSHI, wife of SATYEN MANTA R/o SHANTINAGAR, WARD NO 14, P.O + P.S + DIST - ALIPURDUAR, PIN - 736121, have changed my Name from SONALI BAKSHI to TAMALIKA BAKSHI vide Affidavit No. 2525 sworn before the FIRST CLASS JUDICIAL MAGISTRATE, ALIPURDUAR.

Henceforth, I shall be known as TAMALIKA BAKSHI instead of SONALI BAKSHI and all my relevant documents should be corrected accordingly. It is further stated that SONALI BAKSHI and TAMALIKA BAKSHI is the same and one identical person.

## CHANGE OF NAME

I SAUKAT, son of LATE ACHER R/o VILL.- SOLGOHALIA, P.O.- CHAMPAHATI, P.S.- BARUIPUR, DIST.- SOUTH 24 PARGANAS, PIN - 743330, have changed my Name from MR. SAUKAT to SAUKAT vide Affidavit No. 7438 sworn before the COURT OF THE LD. 1ST CLASS JUDICIAL MAGISTRATE AT BARUIPUR.

Henceforth, I shall be known as SAUKAT instead of MR. SAUKAT and all my relevant documents should be corrected accordingly. It is further stated that MR. SAUKAT and SAUKAT is the same and one identical person.

## CHANGE OF SURNAME

## CHANGE OF NAME

I DEBESH BHARATI, son of LATE PANCHANAN SAHA R/o GANGES GARDEN BLOCK B7 TYPE D GR. FLOOR, 106 K.C. SINGHA ROAD, ALOKA CINEMA HOWRAH- 711102, have changed my Surname from GUPTA to BHARATI vide Affidavit No. 12055 sworn before the JUDICIAL MAGISTRATE 1ST CLASS ALIPORE , ON DATED 10.11.2023.

Henceforth, I shall be known as DEBESH BHARATI instead of DEBESH GUPTA and all my relevant documents should be corrected accordingly. It is further stated that DEBESH GUPTA and DEBESH BHARATI is the same and one identical person.

## CHANGE OF GENDER

I BAISHAKHI KARMAKAR, daughter of MANIK KARMAKAR assigned as Female at the time of birth residing at G.T ROAD BANTIKA VOTER CENTRE NONA DANGA P.O BOINCHI P.S PANDUA DIST HOOGHLY PIN 712134, hereby undertake that I BAISHAKHI KARMAKAR want to change my name to NILADRI KARMAKAR and gender as MALE.

I BAISHAKHI KARMAKAR henceforth be known as NILADRI KARMAKAR, son of MANIK KARMAKAR.

The above statement made by me is true & correct to the best of my knowledge and belief. If any legal issue arises in this regard at any stage, I will be personally responsible for any consequences arising therefrom.

## CHANGE OF NAME

I PRIYANSHI MUSADDI, daughter of SRI VIKASH MUSADDI R/o 10C HO CHI MINH SARANI, KOLKATA - 700 071, have changed my Name from PRIYANSHI to ISHANVI vide Affidavit No. 24386 sworn before the JUDICIAL MAGISTRATE 1ST CLASS ALIPORE ON DATED 07TH NOV 2023.

Henceforth, I shall be known as ISHANVI MUSADDI instead of PRIYANSHI MUSADDI and all my relevant documents should be corrected accordingly. It is further stated that PRIYANSHI MUSADDI and ISHANVI MUSADDI is the same and one identical person.

## CHANGE OF NAME

I MADHU SUDAN NANDI, son of LAXMI NARAYAN NANDI R/o VILL-CHAKBHURA, PO-KAITI, PS-MADHABDIHI, PURBA BARDHAMAN-713423, have changed my Name from MADHU SUDAN NANDI to MADHUSUDAN NANDI vide Affidavit No. 76AB 503847 sworn before the COURT OF THE EXECUTIVE MAGISTRATE, PURBA BARDHAMAN.

Henceforth, I shall be known as MADHUSUDAN NANDI instead of MADHU SUDAN NANDI and all my relevant documents should be corrected accordingly. It is further stated that MADHU SUDAN NANDI and MADHUSUDAN NANDI is the same and one identical person.

I TANUSHRI BANERJEE, daughter of SUPRABHAT BANERJEE R/o SNEHOMOYEE ABASAAN, 1ST FLOOR, FLAT 1A, BHATTACHARYA PADA, CHANDRA PALLY, 12 & 13 VIVEKANANDA ROAD, NEW BARRACKPUR, KOLKATA, WEST BENGAL 700131, have changed my Name from TANUSHRI BANERJEE to PRAVRAJIKA BRAHMADIPTAPRANA vide Affidavit No. 8253 sworn before the EXECUTIVE MAGISTRATE I-CLASS, HOWRAH.

Henceforth, I shall be known as PRAVRAJIKA BRAHMADIPTAPRANA instead of TANUSHRI BANERJEE and all my relevant documents should be corrected accordingly. It is further stated that TANUSHRI BANERJEE and PRAVRAJIKA BRAHMADIPTAPRANA is the same and one identical person.

## CHANGE OF NAME

I KAILASH CHAND AGARWAL, son of LATE BANARSI LAL AGARWAL R/o DR. A.B.MUKHERJEE ROAD, NEAR MARWARI THAKUR BARI, BURDWAN, NUTANGANJ, BARDHAMAN, WEST BENGAL PIN -713102, have changed my Name from KAILASH CHANDRA AGARWAL to KAILASH CHAND AGARWAL vide Affidavit No. 3122 DATED 06.11.2023 sworn before the 1ST CLASS JUDICIAL MAGISTRATE BURDWAN COURT PURBA BURDWAN.

Henceforth, I shall be known as KAILASH CHAND AGARWAL instead of KAILASH CHANDRA AGARWAL and all my relevant documents should be corrected accordingly. It is further stated that KAILASH CHANDRA AGARWAL and KAILASH CHAND AGARWAL is the same and one identical person.

## CHANGE OF NAME

I PUJA CHAKRABORTY, daughter of SHAMBHU NATH CHAKRABORTY R/o CHAKDIGHI ROAD, P.O & P.S - MEMARI, DIST-PURBA BARDHAMAN, PIN-713146, have changed my Name from PUJA CHAKRABORTY to SINTHYA CHAKRABORTY vide Affidavit No. 1195 sworn before the METROPOLITAN MAGISTRATE(1ST CLASS), KOLKATA.

Henceforth, I shall be known as SINTHYA CHAKRABORTY instead of PUJA CHAKRABORTY and all my relevant documents should be corrected accordingly. It is further stated that PUJA CHAKRABORTY and SINTHYA CHAKRABORTY is the same and one identical person.

## CHANGE OF NAME

I SHRISHTIDHAR SARKAR, son of LATE SUBAL CHANDRA R/o CHANDRA SARKAR VILL- JHAUTALA , PO- ASANNAGAR, PS-BHIMPUR, NADIA , WB , 741161, have changed my Name from SHRISHTIDHAR to SRISHTIDHAR vide Affidavit No. 2554 sworn before the BEFORE NOTARY PUBLIC, KRISHNAGAR , NADIA , WB.

Henceforth, I shall be known as SRISHTIDHAR SARKAR instead of SHRISHTIDHAR SARKAR and all my relevant documents should be corrected accordingly. It is further stated that SHRISHTIDHAR SARKAR and SRISHTIDHAR SARKAR is the same and one identical person.

I ARPITA SARKAR, daughter of APAN KUMAR SARKAR R/o NIHARIKA APARTMENT, ANANDAMATH (BLOCK-A , FLAT-3/A, 3RD FLOOR), ICHAPUR , P.O- ICHAPUR NAWABGUNJ , P.S - NOAPARA , DIST. NORTH 24 PGS, PIN - 743144, WEST BENGAL, have changed my Name from ARPITA SARKAR to ARRPIITA SARKAR vide Affidavit No. 83AB 375010 sworn before the JUDICIAL MAGISTRATE 1ST CLASS, BARRACKPORE, NORTH 24 PGS.

Henceforth, I shall be known as ARRPIITA SARKAR instead of ARPITA SARKAR and all my relevant documents should be corrected accordingly. It is further stated that ARPITA SARKAR and ARRPIITA SARKAR is the same and one identical person.

## CHANGE OF SURNAME

I SANJOYY DAS, son of LATE SHANKAR DAS R/o 140 PRINCE ANWAR SHAH ROAD, LAKE GARDENS, KOLKATA - 700045, have changed my Surname from DAS to DASH vide Affidavit No. 1242 sworn before the IN THE COURT OF LEARNED METROPOLITAN MAGISTRATE (1ST CLASS) AT CALCUTTA.

Henceforth, I shall be known as SANJOYY DASH instead of SANJOYY DAS and all my relevant documents should be corrected accordingly. It is further stated that SANJOYY DAS and SANJOYY DASH is the same and one identical person.

## CHANGE OF NAME

I TARASHANKAR BANDYOPADHYAY ALIAS TARASANKAR BANERJEE, son of MADHAB CHANDRA BANDYOPADHYAY R/o 2 5 1 / N D I A M O N D H A R B O U R ROAD,THAKURPUKUR,KOLKATA,PIN-700063, have changed my Name from TARASANKAR BANDYOPADHYAY ALIAS TARASHANKAR BANERJEE to TARA SANKAR BANDYOPADHYAY vide Affidavit No. 8845 sworn before the JUDICIAL MAGISTRATE,1ST CLASS AT SEALDAH,KOLKATA.

Henceforth, I shall be known as TARA SANKAR BANDYOPADHYAY, S/O MADHAB CHANDRA BANDYOPADHYAY instead of TARASANKAR BANDYOPADHYAY ALIAS TARASHANKAR BANERJEE S/O MADHAB CHANDRA BANERJEE and all my relevant documents should be corrected accordingly. It is further stated that TARASANKAR BANDYOPADHYAY ALIAS TARASHANKAR BANERJEE and TARA SANKAR BANDYOPADHYAY is the same and one identical person.

## PUBLICATION OF PUBLIC NOTICE

I SUBHRA KAMAL DHAR, son of DIPAK DHAR R/o FLAT 3A,45,DUM DUM PARK,KOLKATA- 700055, have been authorized by the SYAMA PRASAD MOOKERJEE PORT,KOLKATA to publish the Rules & Regulations as per the enclosed text matter.

It is certified that, I on behalf of SYAMA PRASAD MOOKERJEE PORT,KOLKATA have complied with all other legal requirements in this connection.

I SUBHRA KAMAL DHAR, son of DIPAK DHAR R/o FLAT 3A,45,DUM DUM PARK,KOLKATA- 700055, have been authorized by the SYAMA PRASAD MOOKERJEE PORT,KOLKATA to publish the Rules & Regulations as per the enclosed text matter.

It is certified that, I on behalf of SYAMA PRASAD MOOKERJEE PORT,KOLKATA have complied with all other legal requirements in this connection.

## CHANGE OF SURNAME

I SWAGATA ROY CHOWDHURY, daughter of SUPRASANNA KUMAR MAZUMDER R/o SRINAGAR GATE 2, CHILDRENS PARK, OPP. SHIV MANDIR, MADHYAMGRAM, NORTH 24 PARGANAS, PIN 700129, have changed my Surname from ROY CHOWDHURY to MAZUMDER vide Affidavit No. 094219 sworn before the IN THE COURT OF LD. METROPOLITAN MAGISTRATE (1ST CLASS) AT CALCUTTA.

Henceforth, I shall be known as SWAGATA MAZUMDER instead of SWAGATA ROY CHOWDHURY and all my relevant documents should be corrected accordingly. It is further stated that SWAGATA ROY CHOWDHURY and SWAGATA MAZUMDER is the same and one identical person.

## CHANGE OF NAME

I CHOWDHURY RAFIKUL ISLAM, son of CHOWDHURY ABDUL KADER R/o VILL- BALGONA ,P.O - BOLGONA.TULSIDANGA ,P.S -BHATAR ,DIST- PURBA BARDHAMAN , PIN- 713125, WB, have changed my Name from CH to CHOWDHURY vide Affidavit No. 2849 DATE 09/10/2023 sworn before the 1ST CLASS JUDICIAL MAGISTRATE, PURBA BARDHAMAN.

Henceforth, I shall be known as CHOWDHURY RAFIKUL ISLAM instead of CH RAFIKUL ISLAM and all my relevant documents should be corrected accordingly. It is further stated that CH RAFIKUL ISLAM and CHOWDHURY RAFIKUL ISLAM is the same and one identical person.

## CHANGE OF SURNAME

I SK SHAHNAWAZ MALLICK, son of SAMAR KANANGO R/o VILL-GOTSANDA, P.O-BEGUNIA, P.S-MOHANPUR, DIST-PASCHIM MIDNAPUR, PIN-721436,, have changed my Surname from MALLICK to KANANGO vide Affidavit No. 8103 sworn before the JUDICIAL MAGISTRATE AT ALIPORE..

Henceforth, I shall be known as SANJOY KANANGO instead of SK SHAHNAWAZ MALLICK and all my relevant documents should be corrected accordingly. It is further stated that SK SHAHNAWAZ MALLICK and SANJOY KANANGO is the same and one identical person.

CHANGE OF NAME

CHANGE OF SURNAME

I MUDIT TAPARIA, son of NAVEEN KUMAR TAPARIA R/o 93 DESHPRAN SASHMAL ROAD, 3/D-6, AASHA APARTMENT, TOLLYGUNGE, KOLKATA - 700033, have changed my Name from MUDIT TAPARIA to DAKSH TAPARIA vide Affidavit No. 17406 sworn before the JUDICIAL MAGISTRATE 1ST CLASS, 7TH COURT, ALIPORE DATED 09-11-2023.

I HARISH KUMAR GUPTA, son of RAJESH GUPTA R/o KUMARDINGI, RABINDRAPALLY, RISHRA, HOOGHLY, WEST BENGAL, PIN 712250, have changed my Surname from KUMAR GUPTA to GUPTA vide Affidavit No. 6748 sworn before the 1ST CLASS JUDICIAL MAGISTRATE AT SERAMPORE UNDER DISTRICT-HOOGHLY.

Henceforth, I shall be known as DAKSH TAPARIA instead of MUDIT TAPARIA and all my relevant documents should be corrected accordingly. It is further stated that MUDIT TAPARIA and DAKSH TAPARIA is the same and one identical person.

Henceforth, I shall be known as HARISH GUPTA instead of HARISH KUMAR GUPTA and all my relevant documents should be corrected accordingly. It is further stated that HARISH KUMAR GUPTA and HARISH GUPTA is the same and one identical person.

CHANGE OF NAME

CHANGE OF NAME

I SK SHAHNAWAZ MALLICK, son of SAMAR KANANGO R/o VILL-GOTSANDA, P.O-BEGUNIA, P.S-MOHANPUR, DIST-PASCHIM MIDNAPUR, PIN-721436, have changed my Name from SK SHAHNAWAZ to SANJOY vide Affidavit No. 8103 sworn before the JUDICIAL MAGISTRATE AT ALIPORE.

I DHIRENDRA NATH PAL, son of BRAJENDRA PAL R/o LENIN NAGAR COLONY, P.O- GARULIA, P.S- NOAPARA, DIST- NORTH 24 PGS, PIN-743133, have changed my Name from NANI GOPAL to DHIRENDRA NATH vide Affidavit No. 154 DATE 29/03/2023 sworn before the JUDICIAL MAGISTRATE 1ST CLASS 5TH COURT , BARRACKPORE.

Henceforth, I shall be known as SANJOY KANANGO instead of SK SHAHNAWAZ MALLICK and all my relevant documents should be corrected accordingly. It is further stated that SK SHAHNAWAZ MALLICK and SANJOY KANANGO is the same and one identical person.

Henceforth, I shall be known as DHIRENDRA NATH PAUL instead of NANI GOPAL PAUL and all my relevant documents should be corrected accordingly. It is further stated that NANI GOPAL PAUL and DHIRENDRA NATH PAUL is the same and one identical person.

CHANGE OF SURNAME

CHANGE OF NAME

I PAPIA CHANDRA, wife of LATE ASHOK KUMAR DAS R/o 14/1, KAILASH DAS ROAD, P.O. - GARIFA, P.S. - NAIHATI, DIST. - NORTH 24 PARGANAS, PIN - 743166 WEST BENGAL, have changed my Surname from CHANDRA to DAS vide Affidavit No. 76, DTD. 07/08/2023 sworn before the JUDICIAL MAGISTRATE, BARACKPORE COURT, 24PGS NORTH.

I ANJALI YADAV, daughter of SATYENDRA YADAV R/o 1/B, B.K. PAUL AVENUE, KOLKATA- 700030, have changed my Name from ANJALI to ANJALI YADAV vide Affidavit No. 33AA533143 sworn before the METROPOLITAN MAGISTRATE CALCUTTA ON DATED 1ST NOV 2023.

Henceforth, I shall be known as MANJU DAS instead of PAPIA CHANDRA and all my relevant documents should be corrected accordingly. It is further stated that PAPIA CHANDRA and MANJU DAS is the same and one identical person.

Henceforth, I shall be known as ANJALI YADAV instead of ANJALI and all my relevant documents should be corrected accordingly. It is further stated that ANJALI and ANJALI YADAV is the same and one identical person.

CHANGE OF NAME

CHANGE OF SURNAME

I SAMBHAV SIHOTA, son of BINOD KUMAR SHARMA R/o 48 DOBSON ROAD HOWRAH 1, have changed my Name from SAMBHAV SIHOTA to BISHHAL SIHOTA vide Affidavit No. 33380 sworn before the JUDICIAL MAGISTRATE.

I SHAHIN PARBIN, wife of MD. EKRAR WARSI R/o 5A/H/2, RAJIB ALI LANE, KOL- 700 023, have changed my Surname from KHATUN to PARBIN vide Affidavit No. 17427 sworn before the JUDICIAL MAGISTRATE , 1ST CLASS ALIPORE ON DATED 03.11.2023.

Henceforth, I shall be known as BISHHAL SIHOTA instead of SAMBHAV SIHOTA and all my relevant documents should be corrected accordingly. It is further stated that SAMBHAV SIHOTA and BISHHAL SIHOTA is the same and one identical person.

Henceforth, I shall be known as SHAHIN PARBIN instead of NAZIMA KHATUN and all my relevant documents should be corrected accordingly. It is further stated that NAZIMA KHATUN and SHAHIN PARBIN is the same and one identical person.

## CHANGE OF NAME

I SHAHIN PARBIN, wife of MD EKRAR WARSI R/o 5A/H/2, RAJIB ALI LANE, EKBALPUR, KOLKATA - 700 023, have changed my Name from NAZIMA to SHAHIN vide Affidavit No. 17427 sworn before the JUDICIAL MAGISTRATE 1ST CLASS ALIPORE , ON DATED 03RD NOV2023.

Henceforth, I shall be known as SHAHIN instead of NAZIMA and all my relevant documents should be corrected accordingly. It is further stated that NAZIMA and SHAHIN is the same and one identical person.

## CHANGE OF SURNAME

I MUNMUN LASKAR, daughter of LATE SAMIR BASU R/o SREE DURGA APARTMENT, 3RD FLOOR, FLAT NO B, GOVERNMENT COLONY, NEAR MADHYA BALURIA BYAM SAMITI CLUB, NABAPALLY, NORTH 24 PARGANAS, WEST BENGAL-700126, have changed my Surname from LASKAR to BASU vide Affidavit No. 99/2023 DTD. 12/10/2023 sworn before the NOTARY PUBLIC AT BARASAT, NORTH 24 PARGANAS.

Henceforth, I shall be known as MUNMUN BASU instead of MUNMUN LASKAR and all my relevant documents should be corrected accordingly. It is further stated that MUNMUN LASKAR and MUNMUN BASU is the same and one identical person.

## CHANGE OF NAME

I GOPAL RAY, son of LATE MAHENDRA RAY R/o 73/2, BARUIPARA LANE, NEAR MILANGARH CLUB, P.O. ALAMBAZAR P.S. DAKSHINESWAR DIST NORTH 24 PGS PIN 700035, have changed my Name from AMAL to GOPAL vide Affidavit No. 20 sworn before the JUDICIAL MAGISTRATE 1ST CLASS , BARRACKPORE , ON DATED 18.10.2023.

Henceforth, I shall be known as GOPAL RAY instead of AMAL RAY and all my relevant documents should be corrected accordingly. It is further stated that AMAL RAY and GOPAL RAY is the same and one identical person.

## CHANGE OF SURNAME

I ANITA DEVI SURANA, daughter of DAN CHAND JAIN R/o 227/2 A J C BOSE ROAD L R SARANI KOLKATA 700020, have changed my Surname from DEVI SURANA to JAIN vide Affidavit No. 31 sworn before the METROPOLITON MAGISTRATE CALCUTTA.

Henceforth, I shall be known as ANITA JAIN instead of ANITA DEVI SURANA and all my relevant documents should be corrected accordingly. It is further stated that ANITA DEVI SURANA and ANITA JAIN is the same and one identical person.

## CHANGE OF SURNAME

I SAMBHAV SIHOTA, son of BINOD KUMAR SHARMA R/o 48 DOBSON ROAD HOWRAH 1 SHYAMA SADAN B BLOCK, have changed my Surname from SIHOTA to SHARMA vide Affidavit No. 33380 sworn before the JUDICIAL MAGISTRATE.

Henceforth, I shall be known as BISHHAL SHARMA instead of SAMBHAV SIHOTA and all my relevant documents should be corrected accordingly. It is further stated that SAMBHAV SIHOTA and BISHHAL SHARMA is the same and one identical person.

## CHANGE OF NAME

I PAPIA CHANDRA, wife of LATE ASHOK KUMAR DAS R/o 14/1, KAILASH DAS ROAD, POST OFFICE - GARIFA, POLICE STATION - NAIHATI, DISTRICT - NORTH 24 PGS, WEST BENGAL, have changed my Name from PAPIA to MANJU vide Affidavit No. 76, DTD. 07/08/2023 sworn before the JUDICIAL MAGISTRATE, BARACKPORE COURT, 24PGS NORTH.

Henceforth, I shall be known as MANJU DAS instead of PAPIA CHANDRA and all my relevant documents should be corrected accordingly. It is further stated that PAPIA CHANDRA and MANJU DAS is the same and one identical person.

## CHANGE OF SURNAME

I RANJIT KUMAR POLLAY, son of KUBER CHANDRA POLLEY R/o RAGHUNATHPUR HOOGHLY-712247, have changed my Surname from POLLAY to POLLEY vide Affidavit No. 6267 sworn before the 1ST CLASS JUDICIAL MAGISTRATE.

Henceforth, I shall be known as RANJIT KUMAR POLLEY instead of RANJIT KUMAR POLLAY and all my relevant documents should be corrected accordingly. It is further stated that RANJIT KUMAR POLLAY and RANJIT KUMAR POLLEY is the same and one identical person.

## CHANGE OF SURNAME

I PRIYANK DASSANI JAIN, son of SUBHAS JAIN DASSANI R/o 5, 3RD STREET, SENBAGAN, NORTH STATION ROAD, AGARPARA, KOL-700109, have changed my Surname from DASSANI JAIN to DASSANI vide Affidavit No. 83AB477216 sworn before the 1ST CLASS MAGISTRATE OF BARRACKPORE JUDICIAL COURT.

Henceforth, I shall be known as PRIYANK DASSANI instead of PRIYANK DASSANI JAIN and all my relevant documents should be corrected accordingly. It is further stated that PRIYANK DASSANI and PRIYANK DASSANI JAIN is the same and one identical person.

## CHANGE OF NAME

I LAKSHMI KANT GHOSH, son of PRANHARI GHOSH R/o SREERAMPUR, DAKSHIN GOBINDAPUR, SOUTH TWENTY FOUR PARGANAS, WEST BENGAL, 700145, have changed my Name from LAKSHMI KANT to LAKSHMI KANTA vide Affidavit No. 4587 sworn before the 1ST CLASS JUDICIAL MAGISTRATE AT BARUIPUR, KOLKATA - 144.

Henceforth, I shall be known as LAKSHMI KANTA GHOSH instead of LAKSHMI KANT GHOSH and all my relevant documents should be corrected accordingly. It is further stated that LAKSHMI KANT GHOSH and LAKSHMI KANTA GHOSH is the same and one identical person.

## CHANGE OF NAME

I S CHATTERJEE, son of RABINDRA NATH CHATTERJEE R/o 114, BIRESWAR CHATTERJEE STREET, BALLY, DIST. HOWRAH, WB-711201, have changed my Name from S to SASANKA SEKHAR vide Affidavit No. 18314 sworn before the LD. JUDICIAL 1ST CLASS MAGISTRATE, ALIPORE COURT.

Henceforth, I shall be known as SASANKA SEKHAR CHATTERJEE instead of S CHATTERJEE and all my relevant documents should be corrected accordingly. It is further stated that S CHATTERJEE and SASANKA SEKHAR CHATTERJEE is the same and one identical person.

## CHANGE OF SURNAME

I MALABIKA BANDYOPADHYAY, wife of AMIT KUMAR BANDYOPADHYAY R/o D3/1001, EDEN CITY, MAHESH TALA, DIST. 24 PGS(S), WB-700137, have changed my Surname from BANDYOPADHYAY to BANERJEE vide Affidavit No. 18315 sworn before the LD JUDICIAL 1ST CLASS MAGISTRATE, ALIPORE COURT.

Henceforth, I shall be known as MALABIKA BANERJEE instead of MALABIKA BANDYOPADHYAY and all my relevant documents should be corrected accordingly. It is further stated that MALABIKA BANDYOPADHYAY and MALABIKA BANERJEE is the same and one identical person.

## CHANGE OF NAME

I SYED FAISAL RAHMAN, son of SYED MISBAHUR RAHMAN R/o 8C MERLIN REGENCY WEST TOWER, 25 DR SURESH SARKAR ROAD, ENTALLY, KOLKATA 700014, have changed my Name from SYED FAISAL RAHMAN to FAISAL RAHMAN vide Affidavit No. 10825 sworn before the FIRST CLASS JUDICIAL MAGISTRATE AT SEALDAH COURT.

Henceforth, I shall be known as FAISAL RAHMAN instead of SYED FAISAL RAHMAN and all my relevant documents should be corrected accordingly. It is further stated that SYED FAISAL RAHMAN and FAISAL RAHMAN is the same and one identical person.

## CHANGE OF NAME

I ABHIK DASTIDAR, son of SUBIR DASTIDAR R/o RAMAKRISHNA MATH, BELUR, P.O. BELUR MATH, P.S. BALLY, DIST. HOWRAH, 711202, have changed my Name from ABHIK DASTIDAR to SWAMI PRESHTHANANDA vide Affidavit No. 8468 sworn before the EXECUTIVE MAGISTRATE I-CLASS, HOWRAH.

Henceforth, I shall be known as SWAMI PRESHTHANANDA instead of ABHIK DASTIDAR and all my relevant documents should be corrected accordingly. It is further stated that ABHIK DASTIDAR and SWAMI PRESHTHANANDA is the same and one identical person.

## CHANGE OF SURNAME

I MUNNA KEWAT, son of SUKHU CHOUHARY R/o 1/6 D, COSSIPORE ROAD, KOLKATA -700002, have changed my Surname from KEWAT to CHOUDHARY vide Affidavit No. 1961 sworn before the METROPOLITON MAGISTRATE CALCUTTA.

Henceforth, I shall be known as MUNNA CHOUDHARY instead of MUNNA KEWAT and all my relevant documents should be corrected accordingly. It is further stated that MUNNA KEWAT and MUNNA CHOUDHARY is the same and one identical person.

## CHANGE OF NAME

I GANDHARI NASKAR, daughter of PRAFULLA KUMAR NASKAR R/o 91/A LAKSHMI NAGAR LICHUBAGAN COLONY PO-MOTIHEEL PS - DUM DUM KOLKATA-700074, have changed my Name from GANDHARI NASKAR to SIMA GHOSH NASKAR vide Affidavit No. 1426 sworn before the INCHARGE OF AFFIDAVIT SECTION METROPOLITON MAGISTRATE CALCUTTA.

Henceforth, I shall be known as SIMA GHOSH NASKAR instead of GANDHARI NASKAR and all my relevant documents should be corrected accordingly. It is further stated that GANDHARI NASKAR and SIMA GHOSH NASKAR is the same and one identical person.

## CHANGE OF NAME

I MADHABI GHOSH, wife of ANIL KUMAR GHOSH R/o VILL. -CHAITANYAPUR, P.O-KUSHGERIA, P.S- KESHIARY, DISTRICT-PASCHIM MEDNIPUR, have changed my Name from MADHABI GHOSH to MADHURI GHOSH vide Affidavit No. 6490 sworn before the NOTARY PUBLIC AT KHARGAPUR.

Henceforth, I shall be known as MADHURI GHOSH instead of MADHABI GHOSH and all my relevant documents should be corrected accordingly. It is further stated that MADHABI GHOSH and MADHURI GHOSH is the same and one identical person.

## CHANGE OF NAME

I M RAJESWARAMMA, wife of T. ESWAR RAO R/o RAILWAY AREA HUT , POLICEPHADI, NIMPURA, WARD NO - 13, KHARAGPUR. POST - NIMPURA. DIST. - PASCHIM MEDINIPUR. PIN - 721304, have changed my Name from T RAJESHBARI to T RAJESWARAMMA vide Affidavit No. 20721 sworn before the LD. JUDICIAL MAGISTRATE (1ST CLASS), PASCHIM MEDINIPUR.

Henceforth, I shall be known as M RAJESWARAMMA instead of T RAJESHBARI and all my relevant documents should be corrected accordingly. It is further stated that T RAJESHBARI and T RAJESWARAMMA is the same and one identical person.

## CHANGE OF NAME

I SUNIL KUMAR OJHA, son of JAGDISH PRASAD OJHA R/o 493B GT ROAD FLOWER VALLEY HOWRAH 711102, have changed my Name from SUNIL KUMAR OJHA to ROHANN OJHA vide Affidavit No. 56AB984508 sworn before the PK DATTA CMM COURT (REGN - 1101/98).

Henceforth, I shall be known as ROHANN OJHA instead of SUNIL KUMAR OJHA and all my relevant documents should be corrected accordingly. It is further stated that SUNIL KUMAR OJHA and ROHANN OJHA is the same and one identical person.

## CHANGE OF SURNAME

I ASHA SONKAR, wife of LATE UTTAM SONKAR R/o 8/2/1A HAZRA ROAD KOLKATA-700026, have changed my Surname from DEVI to SONKAR vide Affidavit No. 4123 sworn before the METROPOLITAN MAGISTRATE CALCUTTA.

Henceforth, I shall be known as ASHA SONKAR instead of ASHA DEVI and all my relevant documents should be corrected accordingly. It is further stated that ASHA DEVI and ASHA SONKAR is the same and one identical person.

## CHANGE OF NAME

I PRINCE ROY, son of DIPAK KUMAR ROY R/o C-3, KOLKATA POLICE ABASAN, HC BLOCK, SECTOR-3, SALT LAKE KOLKATA 700106, have changed my Name from RAJKUMAR ROY to PRINCE ROY vide Affidavit No. 11016 sworn before the 1ST CLASS JUDICIAL MAGISTRATE.

Henceforth, I shall be known as PRINCE ROY instead of RAJKUMAR ROY and all my relevant documents should be corrected accordingly. It is further stated that PRINCE ROY and RAJKUMAR ROY is the same and one identical person.

## CHANGE OF SURNAME

I SUCHI AGARWAL, daughter of RAJ KUMAR AGARWAL R/o FE-188, SECTOR-3, SALT LAKE CITY, NEAR KARUNAMOYEE, IB MARKET, BIDHANNAGAR, NORTH 24 PARGANAS, WEST BENGAL - 700106, have changed my Surname from AGARWAL to KEJRIWAL vide Affidavit No. 2735 sworn before the LD. METROPOLITAN MAGISTRATE 1ST CLASS, METROPOLITAN MAGISTRATE KOLKATA.

Henceforth, I shall be known as SUCHI KEJRIWAL instead of SUCHI AGARWAL and all my relevant documents should be corrected accordingly. It is further stated that SUCHI AGARWAL and SUCHI KEJRIWAL is the same and one identical person.

## CHANGE OF NAME

I BHABASH CHANDRA BISWAS, son of LATE KHAGENDRA NATH BISWAS R/o VILL- PANDIT PUR , PO- BARACHUPRIYA, NADIA , WB , PIN-741502, have changed my Name from BHABASH to BHABESH vide Affidavit No. 10363 DT 02.11.2023 sworn before the LD.EXECUTIVE MAGISTRATE ,1ST CLASS , KRISHNAGAR, NADIA.

Henceforth, I shall be known as BHABESH CHANDRA BISWAS instead of BHABASH CHANDRA BISWAS and all my relevant documents should be corrected accordingly. It is further stated that BHABASH CHANDRA BISWAS and BHABESH CHANDRA BISWAS is the same and one identical person.

## CHANGE OF NAME

I PATRICIA FREDERICK, wife of STEPHEN FREDERICK R/o 106, ANANDA PALIT ROAD, ENTALLY, KOLKATA-700014, WB, have changed my Name from PATRICIA to PATRICIA IRENE vide Affidavit No. 12082 sworn before the LD JUDICIAL 1ST CLASS MAGISTRATE, ALIPORE COURT.

Henceforth, I shall be known as PATRICIA IRENE FREDERICK instead of PATRICIA FREDERICK and all my relevant documents should be corrected accordingly. It is further stated that PATRICIA FREDERICK and PATRICIA IRENE FREDERICK is the same and one identical person.

## CHANGE OF NAME

I SUBHANKARI MONDAL, wife of LATE NAYKARI MONDAL R/o BAGUIPARA ROAD, CHANDITALA PARK, SUBHASGRAM, SOUTH 24 PARGANAS, PIN - 700147, have changed my Name from SHOBHA MONDAL to SUBHANKARI MONDAL vide Affidavit No. 63897 sworn before the 1ST CLASS MAGISTRATE AT ALIPORE, SOUTH 24 PARGANAS.

Henceforth, I shall be known as SUBHANKARI MONDAL instead of SHOBHA MONDAL and all my relevant documents should be corrected accordingly. It is further stated that SHOBHA MONDAL and SUBHANKARI MONDAL is the same and one identical person.

CHANGE OF NAME

I M N BISWAS, son of LATE MANORANJAN BISWAS R/o VILL-CHARANDANGA, PO- PANPUR, PS- HARINGHATA , NADIA , WB , 741249, have changed my Name from M N to MANMATHA NATH vide Affidavit No. 10742 DT 17.11.2023 sworn before the LD EXECUTIVE MAGISTRATE 1ST CLASS , KRISHNANAGAR.

Henceforth, I shall be known as MANMATHA NATH BISWAS instead of M N BISWAS and all my relevant documents should be corrected accordingly. It is further stated that M N BISWAS and MANMATHA NATH BISWAS is the same and one identical person.

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CHANGE OF SURNAME

I SUNIL KUMAR SINGAL, son of THAMBU RAM AGARWAL R/o 280, S.K. DEV ROAD, SOUTH DUM DUM (M), KOLKATA- 700048, have changed my Surname from KUMAR SINGAL to AGARWAL vide Affidavit No. 17 sworn before the LD. METROPOLITAN MAGISTRATE, KOLKATA.

Henceforth, I shall be known as SUNIL AGARWAL instead of SUNIL KUMAR SINGAL and all my relevant documents should be corrected accordingly. It is further stated that SUNIL KUMAR SINGAL and SUNIL AGARWAL is the same and one identical person.

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SYAMAPRASAD MOOKERJEE PORT, KOLKATA  
HALDIA DOCK COMPLEX  
RECRUITMENT RULES FOR CLASS - II POSTS OF I&CF DIVISION

Sl. No.	Name of the Post	No. of Posts	Classification	Scale of Pay (Rs.)	Whether Selection or Non-Selection	Upper Age limit for Direct Recruitment (in Years)	Educational & Other Qualifications prescribed for Direct Recruitment	Whether a) Age b) Educational Qualification c) Experience for Direct Recruits will apply in the case of Promotion / Absorption / Deputation	Period of Probation (in Years)	Method of Recruitment (whether by Direct Recruitment or by Promotion / Absorption / Deputation)	In case of Promotion / Absorption / Deputation, grades from which it should be made	Remarks
1	2	3	4	5	6	7	8	9	10	11	12	13
1	Technical Officer	1	II	16,400 - 40,500/-	Selection	30	<p><b>Essential:</b></p> <p>(i) Must possess a Diploma in Civil Engineering or Diploma in Draftsmanship from a recognized Institute or equivalent.</p> <p>(ii) 3 years' experience of independently planning &amp; drafting of sketches of different types of structures and buildings and having adequate knowledge of estimating and quantity survey.</p> <p>Desirable: Experience in architectural planning will be an added advantage.</p>	<p>(a) No</p> <p>(b) Yes, but this will not be essential for employees working in the post of Sr. Draftsman under I&amp;CF Division on roll as on the date of notification i.e. on 20/11/2014 of this RSP Regulations and in their case passing of Madhyamik or equivalent and possession of ITI Trade Certificate in Draftsman will be essential.</p> <p>(c) No</p>	2	Normally by Promotion, failing which by Direct Recruitment	By Promotion by inviting applications and through written test & interview from the posts of Sr. Estimator / Sr. Draftsman having a minimum of 3 years' experience in the feeder posts, failing which, by Direct Recruitment.	Existing designation of Jr. Technical Officer (I&CF) is to be redesignated as Technical Officer (I&CF).

Revised scale of pay: Rs. 40,000-1,40,000/- w.e.f. 01.01.2017.

**श्यामा प्रसाद मुखर्जी पोर्ट, कोलकाता**  
**हल्दिया गोदी परिसर**  
**आईएंडसीएफ प्रभाग के क्लास- II पद की भर्ती हेतु नियम**

क्रम. सं.	पद का नाम	पदों की संख्या	वर्गीकरण	वेतनमान (रु.)	चयन पद या अप्रवरण पद	सीधी भर्ती के लिए अधिकतम आयु सीमा (वर्षों में)	सीधी भर्ती के लिए निर्धारित शैक्षणिक एवं अन्य योग्यता	क्या सीधी भर्ती हेतु लागू क) आयु ख) शैक्षणिक योग्यता ग) अनुभव पदोन्नति / आमेलन / प्रतिनियुक्ति की स्थिति में लागू होगा ?	परिवीक्षा की अवधि (वर्षों में)	भर्ती पद्धति (सीधी भर्ती द्वारा अथवा पदोन्नति / आमेलन/ प्रतिनियुक्ति द्वारा)	पदोन्नति / आमेलन / प्रतिनियुक्ति की स्थिति में, किस ग्रेड से उसे बनाया जाना चाहिए।	टिप्पणियाँ
1	2	3	4	5	6	7	8	9	10	11	12	13
1	तकनीकी अधिकारी	1	II	16,400 - 40,500/-	चयन	30	<p><b>अनिवार्य:</b></p> <p>(i) किसी मान्यता प्राप्त संस्थान से सिविल इंजीनियरिंग में डिप्लोमा या ड्राफ्ट्समैनशिप में डिप्लोमा या उसके समतुल्य।</p> <p>(ii) विभिन्न प्रकार की संरचनाओं एवं इमारतों के स्केच की प्लानिंग एवं ड्राफ्टिंग स्वयं करने का 3 वर्षों का अनुभव एवं कांटेटी सर्वेक्षण तथा आकलन का पर्याप्त ज्ञान।</p> <p><b>वांछनीय:</b></p> <p>आर्किटेक्चरल प्लानिंग के क्षेत्र में अनुभव को अतिरिक्त लाभ माना जाएगा।</p>	(a) नहीं (b) हाँ, लेकिन इस आरएसपी विनियम की अधिसूचना की तिथि दिनांक 20.11.2014 से आईएंडसीएफ प्रभाग में नियमित रूप से वरि. ड्राफ्ट्समैन के पद पर कार्यरत कर्मचारियों के लिए यह अनिवार्य नहीं होगा एवं उनके मामले में माध्यमिक या उसके समतुल्य परीक्षा में उत्तीर्ण होना एवं ड्राफ्ट्समैन में आईटीआई ट्रेड सर्टिफिकेट होना अनिवार्य होगा। (c) नहीं	2	साधारणतः पदोन्नति के माध्यम से, जिनके न होने पर सीधी भर्ती द्वारा	पदोन्नति द्वारा - फीडर पद में कम से कम 3 वर्ष का अनुभव रखने वाले वरि. एस्टीमेटर/ वरि. ड्राफ्ट्समैन से आवेदन आमंत्रित कर लिखित परीक्षा एवं साक्षात्कार के माध्यम से, ऐसा न होने पर सीधी भर्ती द्वारा।	मौजूदा कनि. तकनीकी अधिकारी (आईएंडसीएफ) के पद को तकनीकी अधिकारी (आईएंडसीएफ) किया जाना।

संशोधित वेतनमान/ Revised scale of pay: Rs. 40,000-1,40,000/- लागू/ w.e.f. 01.01.2017.

श्यामा प्रसाद मुखर्जी पोर्ट, कोलकाता  
Syama Prasad Mookerjee Port, Kolkata  
15, स्ट्रैंड रोड/15, Strand Road,  
कोलकाता Kolkata – 700 001  
दूरभाष/Phone : 2230-3451 फैक्स/Fax : 033-2230-4901  
वेबसाइट-Website: www.smporkolkata.shipping.gov.in  
General Administration Department



No. Admn/4480/41/NCPF/III

Date: 10.11.2023

**To whomsoever it may concern**

The Board of Major Port Authority of Syama Prasad Mookerjee Port, Kolkata (SMPK) [formerly Kolkata Port Trust] in its meeting held on 22.11.2022 resolved to recommend draft Syama Prasad Mookerjee Port, Kolkata (Non-Contributory Provident Fund) Regulations, 2022, subject to the approval of Central Government. The said draft Regulations, pursuant to Section 72(1) of Major Port Authorities Act, 2021, is being notified hereto for general information of public. If anybody has any observation with regard to the said draft Regulations, the same may be intimated to Secretary, SMPK, 15, Strand Road, Kolkata- 700 001 in writing either by post or through e-mail (id- [secretary@kolkataporttrust.gov.in](mailto:secretary@kolkataporttrust.gov.in)), positively within one month from the date of publication of this notification. The said draft Regulations has also been hoisted in the website of SMPK (<https://smporkolkata.shipping.gov.in>).

(S.K.Dhar)

Secretary (I/C)

For and on behalf of

The Board of Major Port Authority of SMPK

# SYAMA PRASAD MOOKERJEE PORT, KOLKATA

## **NOTIFICATION**

Kolkata, Dated \_\_\_\_\_

GSR No. .... – In exercise of the powers conferred under Sub-Section 1 & 2 of Section 72 of Major Port Authorities Act, 2021 (No. 1 of 2021 dt. 17.02.2021), the Board of Syama Prasad Mookerjee Port, Kolkata, hereby, approves and notifies Syama Prasad Mookerjee Port, Kolkata (Non-Contributory Provident Fund) Regulations, 2022, as set out in the Schedule annexed to this Notification.

2. The said Regulations shall come into force on the date of publication of this Notification in the Official Gazette

## **SCHEDULE**

SYAMA PRASAD MOOKERJEE PORT, KOLKATA  
(Non-Contributory Provident Fund) Regulations, 2022

### **CHAPTER-I – PRELIMINARY**

#### **Preliminary**

In exercise of the powers conferred by Clause (1) of Section 72 of the Major Port Authorities Act, 2021 and in suppression of all previous Rules, Regulations, Bye-laws framed in this respect except things done or omitted to be done under the said rules, regulations or bye-laws before such suppression, the Board of Syama Prasad Mookerjee Port, Kolkata hereby makes the following regulations, namely:-

#### **Regulation – 1: Short Title and Commencement.**

- i) These Regulations may be called the Syama Prasad Mookerjee Port, Kolkata Non-Contributory Provident Fund Regulations, 2022.
- ii) These Regulations shall come into force on the date of their publication in the Official Gazette.

## **Regulation – 2: Definitions**

These Regulations shall apply to all the employees of the Board of Syama Prasad Mookerjee Port, Kolkata who are members of Non-Contributory Provident Fund or who may be admitted to membership of the Fund under the provisions of these Regulations.

## **Regulation – 3: Definitions**

In these Regulations, unless the context otherwise requires:-

- a. 'TRUSTEES' shall mean a Board of Seven Trustees consisting of the Chairperson, two Deputy Chairpersons, two Members representing Employees, Financial Adviser and Chief Accounts Officer and General Manager (Finance), HDC of the Syama Prasad Mookerjee Port, Kolkata, ex-officio, who shall be responsible to the Syama Prasad Mookerjee Port, Kolkata for the conduct of the Fund in accordance with the Regulations hereinafter laid down.
- b. 'Chairperson' shall mean the Chairperson for the time being of Syama Prasad Mookerjee Port, Kolkata.
- c. 'Deputy Chairperson' shall mean the Deputy Chairperson, Kolkata or Deputy Chairperson, Haldia for the time being of Syama Prasad Mookerjee Port, Kolkata.
- d. 'Labour Trustees' shall mean the representative of the Labour Unions in the Board of the Syama Prasad Mookerjee Port, Kolkata for the time being as Notified under the provisions of the Major Port Authorities Act, 2021.
- e. 'Financial Adviser & Chief Accounts Officer' shall mean the Financial Adviser & Chief Accounts Officer for the time being of the Syama Prasad Mookerjee Port, Kolkata.
- f. 'General Manager Finance, HDC' shall mean the General Manager Finance, HDC for the time being of the Syama Prasad Mookerjee Port, Kolkata.
- g. 'Senior Deputy Chief Accounts Officer' shall mean the Senior Deputy Chief Accounts Officer looking after the Provident Fund matters for the time being of the Syama Prasad Mookerjee Port, Kolkata.

- h. 'Deputy Chief Accounts Officer' shall mean the Deputy Chief Accounts Officer looking after the Provident Fund matters for the time being of the Syama Prasad Mookerjee Port, Kolkata.
- i. 'Senior Accounts Officer' shall mean the Officer to whom the duty to maintain the Provident Fund Account of the subscribers has been assigned subject to the control of the Trustees of the Fund.
- j. 'Pay' shall mean the amount as defined in Rule 9(21)(a) of the Fundamental Rules drawn monthly by an employee and includes Dearness Allowance, Incentive payment and any other allowance if such an allowance or allowances are allowed to be counted as pay for the purpose of Provident Fund subscriptions by the Board of Syama Prasad Mookerjee Port, Kolkata.
- k. 'Dependent' shall mean any of the following relatives of the subscriber, namely, the wife, parent, child, minor brother, unmarried sister and deceased son's widow and child and where no parent of the subscriber is alive, a paternal grand-parent.

Provided that if a subscriber proves that his wife has been judicially separated from him or has ceased under the customary law of the community to which she belongs to be entitled to maintenance, she shall thenceforth be deemed to be no longer a dependent in matters to which these Regulations relate unless the subscriber intimates to the Financial Adviser and Chief Accounts Officer in writing that she shall continue to be so regarded and in the case of a female subscriber, if she by a notice in writing to the Financial Adviser & Chief Accounts Officer expresses her desire to exclude her husband from the list of dependents, her husband shall thenceforth be deemed to be no longer a dependent of the subscriber in matters to which these regulations relate unless the subscriber subsequently cancels such notice in writing.

l. 'Family' shall mean :-

- i. In the case of a male subscriber, the wife or wives and children or stepchildren of a subscriber.
- ii. In the case of a female subscriber the husband and children of a member.

- iii. Parents, unmarried sisters and minor brothers wholly dependent on the subscriber.
  
- m. 'Leave' shall mean any variety of leave recognised by the Kolkata Port Trust's Employees (Leave) Regulations, 1985 or as amended from time to time.
  
- n. 'Fund' shall mean the Syama Prasad Mookerjee Port, Non-Contributory Provident Fund.
  
- o. 'Year' shall mean financial year from April to March.

## **CHAPTER-II – Management, Accounts and Investments**

### **Regulation – 4: Control and Management**

The Fund shall be controlled on behalf of its members by a Board of Trustees consisting of the Chairperson, the Deputy Chairperson, Kolkata, the Deputy Chairperson, Haldia, Financial Adviser & Chief Accounts Officer and General Manager (Finance) Haldia, ex-officio, who shall be responsible to the Syama Prasad Mookerjee Port, Kolkata for the conduct of the Fund in accordance with the regulations hereinafter laid down.

The Fund shall be managed by the Senior Accounts Officer through Senior Deputy Chief Accounts Officer and Deputy Chief Accounts Officer who shall conduct its affairs subject to the control of the Trustees of the Fund.

### **Regulation – 5: Operation of the Fund**

The Accounts of the fund shall be kept separate from those of the Syama Prasad Mookerjee Port, Kolkata. All receipts of the Fund shall be paid into a separate account at the State Bank of India or with other Scheduled Banks. This separate account shall be operated over the joint signatures of the Chairperson or the Deputy Chairperson or Financial Adviser & Chief Accounts Officer or General Manager (Finance), HDC and Senior. Deputy Chief Accounts Officer or Deputy Chief Accounts Officer or Senior Accounts Officer (Provident Fund). The expenses of the Management shall be borne by Syama Prasad Mookerjee Port, Kolkata.

### **Regulation – 6: Investment**

All moneys not immediately required for the purpose of the Fund shall, from time to time be invested by the Trustees of the Fund in the Promissory Notes, Debentures, Stock or other securities of the Central Government or any State Government or the Debentures or other securities for money issued, under the

authority of any Act of Legislature established in India, by or on behalf of any municipal body, Port Authority or City Improvement Trust in any Presidency town or in debenture bonds or other securities, both the principal thereof and the interest whereon shall have been fully and unconditionally guaranteed by either the Central or State Governments or in fixed deposits with the State Bank of India and/or with other nationalized bank or any other scheduled bank and the restrictions contained in Section 20A of the Indian Trusts Act, 1982 (II of 1982) shall not apply to any such investments.

**Investment of such surplus fund will be decided by the Trustees of Non contributory Provident Fund bearing in mind the guidelines issued by Ministry of Shipping vide letter No.PD-12018/3/2018-PD-VI(Coord) dated 27.7.2018, as may be amended from time to time.**

The securities purchased and the fixed deposits made by the Trustees of the Fund shall be held in the name of the Fund and such securities may be sold or the fixed deposits may be realized from time to time under the joint signatures of the Chairperson or Deputy Chairperson and the Financial Adviser and Chief Accounts Officer or General Manager (Finance), HDC in order to raise such sum as may be required for the purpose of the Fund.

#### **Regulation – 7 : Annual Audit and Accounts**

- a) The Accounts of the Fund in which the value of all securities held shall be assessed at the market values ruling on the 31<sup>st</sup> March of each year, shall be closed as on 31<sup>st</sup> March in each year and audited annually by the Comptroller and Auditor General of India or such person as may be appointed by him in this behalf.
- b) The Accounts of the Fund will be signed by the Chairperson, any of the Deputy Chairperson and either Financial Advisor & Chief Accounts Officer or General Manager (Finance), HDC.
- c) The Accounts of the Fund for the First year after notification shall comprise 15 months covering the period from 1<sup>st</sup> of January to 31<sup>st</sup> March of next Calendar year

#### **Regulation – 8: Annual Report**

An annual report accompanied by the Audited Accounts for the year shall be made by the Senior Accounts Officer as soon after the years working as possible and shall be submitted to the Board of the Syama Prasad Mookerjee Port, Kolkata. Each subscriber shall be furnished as soon as possible with an annual statement of his/her Statement of Account.

### **Regulation – 9: Syama Prasad Mookerjee Port, Kolkata’s liability to the Fund.**

Syama Prasad Mookerjee Port, Kolkata will accept liability for any deficiencies found in the Fund after completion of the yearly audit from depreciation of securities or other cause or causes and will pay the amount of the deficiency or any portion of that amount on, and in accordance with the demand of the Trustees of the Fund, if the Trustees of the Fund consider the payment of a part or the whole amount is advisable either to meet claims payable under the regulations of the Fund or for the security of the subscribers.

## **CHAPTER-III – MEMBERSHIP & NOMINATIONS**

### **Regulation – 10: Membership – Conditions Membership**

Membership shall be compulsory for:-

- i. Any permanent employees who joined the service on or after 1<sup>st</sup> June, 1982.

Provided these regulations do not apply to such employees recruited after 01/01/2004, who are governed by National Pension Scheme.

### **Regulation – 11(a) : Nomination – Conditions**

Every subscriber shall be permitted to nominate a dependent or dependents and if he/she has no dependent or dependents within the meaning of Regulation 3(k) above, any person to receive the whole or any portion of the total amount standing to his/her credit in the Fund, if he/she dies while in service or if he/she dies after retirement but before payment is made.

Provided that the nomination already made by the subscriber in the Syama Prasad Mookerjee Port, Kolkata’s Contributory Provident Fund to which he/she was subscribing before joining the Fund shall, if the amount to his/her credit in such Fund has been transferred to his/her credit in the Fund, be deemed to be nomination duly made under this regulation until he/she makes a fresh nomination in accordance with this Regulation.

Provided further that the nomination made by a subscriber of any person other than a dependent shall be treated as null and void if the subscriber acquires any dependent subsequently by marriage and even if he/she does not cancel the aforesaid nomination in accordance with Regulation 11(C).

### **Regulation – 11(b) :**

All nominations must be writing in Form I, annexed hereto as Appendix I, duly signed by the subscriber and attested by two witnesses and must be sent to and registered in the Office of the Senior Accounts Officer where they shall be retained for record. The nominee so registered shall be and remain, until he/she dies or until the subscriber's nomination has been revoked in the manner hereinafter mentioned, fully entitled to receive and give discharge for such amount as the subscriber has nominated him to receive. If a nominee dies before the subscriber, the nomination, so far as it relates to such nominee, shall be treated as null and void.

**Regulation – 11(c) :**

A nomination in writing and registered as aforesaid can only be revoked when a complete cancellation in Form II annexed hereto as Appendix II, has been made by the hand of the subscriber and attested by two witnesses duly registered in the Office of the Senior Accounts Officer. The subscriber may at the same time, make a fresh nomination or nominations in accordance with the procedure stated in sub-regulation (b) above.

**Regulation – 11(d) :**

Payment made to a nominee registered as aforesaid shall be a full discharge to the Trustees of the Fund provided that before the death of a subscriber the existing nomination has not been cancelled and a fresh nomination received by the Senior Accounts Officer for registration.

**Regulation – 11(e):**

Marriage or re-marriage of a subscriber who is not a Hindu, Mohammedan, Buddhist or other person exempted from the operation of the Indian Succession Act 1925 (XXXIX), shall render null and void any nomination already submitted by him/her.

**Regulation – 11(f) :**

Every nomination made and every notice of cancellation given by a subscriber shall, to the extent it is valid, take effect on the date on which it is received by the said Senior Accounts Officer.

## **CHAPTER-IV – SUBSCRIPTION & INTEREST**

**Regulation – 12(a): Compulsory Subscription**

A subscriber shall subscribe to the Fund in accordance to these Regulations, except during the period when he/she is under suspension or the period of reemployment after final retirement from Syama Prasad Mookerjee Port, Kolkata's service.

**Regulation – 12(b):**

The amount of subscription may be-

a) reduced once at any time during the course of the financial year giving one month's notice to the Senior Accounts Officer

or

b) enhanced twice at any time during the course of the financial year giving one month's notice to the Senior Accounts Officer

Provided the amount of subscription shall be fixed by the subscriber himself/herself subject to the following conditions namely:

- i. It shall be expressed in whole rupees.
- ii. It may be sum, so expressed, not less than 8 1/3 per cent of his/her pay but not more than his/her full pay.
- iii. Threshold upper limit of the subscription including arrear subscription, in a financial year will be restricted to Rs.5,00,000/-.

**Regulation – 13(a): Subscription during leave, deputation or suspension.**

The subscription of any subscriber when he/she is absent either on leave of any kind except post-superannuation or refused leave or on deputation shall be assessed on his/her full/average pay as the case may be. A subscriber may, however, at his/her option not subscribe during any period of leave, other than leave on average pay or earned leave of less than one month's or 30 days duration as the case may be.

Provided that when a subscriber is transferred to Foreign Service or sent on deputation, he/she shall remain subject to the regulations of the Fund in the same manner as if he/she were not so transferred or sent on deputation.

Provided further that the subscriber must intimate his/her election not to subscribe during leave at the time of submitting leave application. Failure to make due and timely intimation shall be deemed to constitute an election to subscribe.

**Regulation – 13(b):**

A subscriber shall not subscribe to the Fund during a period of suspension.

Provided that a subscriber on re-instatement after a period passed under suspension shall be allowed the option of paying in one sum, or in instalments any sum not exceeding the maximum amount of arrears of subscription permissible for that period.

**NOTE:**A subscriber need not subscribe during a period treated as 'dies-non'.

## **Regulation – 14 : Interest**

The Syama Prasad Mookerjee Port, Kolkata shall credit interest to a subscriber's account as at 31<sup>st</sup> March each year, at such rate as the Syama Prasad Mookerjee Port, Kolkata may from time to time decide by a resolution in meeting calculated on the monthly balance at the credit of each subscriber compounded yearly. In view of change in accounting period, interest for the period of First year after notification shall comprise 15 months which will be calculated and credited as follows:

1. Will be credited on 31st December for the calendar year from 1st January to 31st December; and
2. Will be credited on 31st March for the period from 1st January of next calendar year to 31st March of next calendar year.

## **CHAPTER-V – ADVANCES & WITHDRAWALS**

### **Regulation – 15: Advances to Subscribers**

\* The Senior Accounts Officer may with the approval of Financial Adviser & Chief Accounts Officer grant advance to any subscriber a sum of whole rupees and not exceeding in amount three months' pay or half the amount standing to his credit in the Fund, whichever is less, for one or more of the following purposes :-

- a. to pay expenses in connection with the illness, confinement or a disability, including where necessary, the travelling expenses of the subscriber and members of his family or any person actually dependent on him;
- b. to meet cost of higher education including where necessary the travelling expenses of the subscriber and members of his family or any person actually dependent on him in the following cases, namely :-
  - i. for education outside India for academic, technical, professional or vocational course beyond the High School stage and
  - ii. for any medical, engineering or other technical or specialized course in India beyond the High School stage, provided that the course of study is for not less than three years;
- c. to pay obligatory expenses on a scale appropriate to the subscriber's status which by customary usage the subscriber has to incur in connection with betrothal or marriages, funerals or other ceremonies;

- d. to meet the cost of legal proceeding instituted by or against the subscriber, any member of his family or any person actually dependent upon him, the advance in this case being available in addition to any advance admissible for the same purpose from any other Government source.
- e. to meet the cost of the subscriber's defence where he engages a legal practitioner to defend himself in an enquiry in respect of any alleged official misconduct on his part.
- f. to purchase consumer durables such as TV, VCR/VCP, washing machines, cooking range, geysers, computers etc.

**NOTE-1** For the purpose of this regulation pay includes dearness pay where admissible.

**NOTE-2** In the case of a subscriber who applies for a temporary advance while he is under suspension and draws subsistence allowance instead of pay, the 'pay' for the purpose of this regulation shall be that which he drew immediately before he was placed under suspension.

**NOTE-3** When an advance has already been granted to a subscriber under this regulation, a subsequent advance may be granted to him/her under this Regulation even though the previous advance may not have been repaid in full, provided, however, that the unpaid balance of the previous advance shall be deducted from the advance subsequently granted.

**NOTE-4** The Chairperson may, in special circumstances, sanction the payment to any subscriber of an advance if he is satisfied that the subscriber concerned requires the advance for reasons other than those mentioned under Regulation 15.

#### **Regulation – 16 : Recovery of Advances**

An advance made under Regulation 15(i) or 15(ii) hereof shall be recovered by not more than 30 equal monthly installments and an advance made under Regulation 15(iii) hereof shall be recovered by not more than 48 equal monthly installments by deduction from the salary of the subscriber to whom it is made. The amount of each installment shall, however, be not less than the subscriber's monthly subscription.

The deduction will begin not later than the first complete month throughout which the subscriber is on duty after the advance has been made.

Recovery of advance granted to a subscriber under Regulations 15(i), (ii) or (iii) shall not be made, except with the subscriber's written consent while he/she is in receipt of subsistence allowance.

### **Regulation – 17: Wrongful use of Advance**

Notwithstanding anything contained in these Regulations, if the sanctioning authority has reason to doubt that money drawn as an advance from the Fund under Regulation 15 has been utilised for a purpose other than that for which sanction was given to the drawal of the money, he shall communicate to the subscriber the reasons for his doubt and require him/her to explain in writing and within 15 days of receipt of such communication whether the advance has been utilised for the purpose for which sanction was given to the drawal of the money. If the sanctioning authority is not satisfied with the explanation furnished by the subscriber within the said period of 15 days, the sanctioning authority shall direct the subscriber to repay the amount in question to the Fund forthwith or, in default, order that the amount be recovered by the deduction in one sum from the emoluments of the subscriber even if he/she is on leave. If the total amount to be repaid be more than half the subscriber's emoluments, recoveries shall be made in monthly installments till the entire amount is repaid by him/her.

### **Regulation – 18 : Non-refundable withdrawals**

Withdrawals may be granted to a subscriber at any time subject to the sanction of the Chairperson or any of the Deputy Chairperson in case of Class-I and Class-II employees and Financial Adviser & Chief Accounts Officer or General Manager Finance, HDC, in case of Class – III and Class – IV employees

- (A) After the completion of fifteen years of service (including broken periods of service, if any) of a subscriber or within ten years before the date of his retirement on superannuation, whichever is earlier. From the amount standing to his credit in the Fund, for one or more of the following purposes, namely –
  - (a) Meeting the cost of higher education, including where necessary the travelling expenses of the subscriber or any child of the subscriber in the following cases, namely.
    - (i) for education outside India for academic, technical, professional or vocational course beyond the High School stage; and

(ii) for any medical, engineering or other technical or specialised course in India beyond the High School state;

(b) meeting the expenditure in connection with the betrothal / marriage of the subscriber or his sons daughters, and any other female relation actually dependent on him;

(c) meeting the expenses in connection with the illness, including where necessary, the travelling expenses of the subscriber and members of his family or any person actually dependent on him;

(d) meeting the cost of consumer durables such as TV, VCR/VCP, Washing Machines, Cooking Range, Geysers, Computers, etc.

(B) During the service of a subscriber from the amount standing to his credit in the Fund for one or more of the following purposes, namely -

(a) building or acquiring a suitable house or ready built flat for his residence including the cost of the site or any payment towards allotment of a plot or flat by State Housing Board or a House Building Society;

(b) repaying an outstanding amount on account of loan expressly taken for building or acquiring a suitable house or ready built flat for his residence;

(c) purchasing a house site for building a house thereon for his residence or repaying any outstanding amount on account of loan expressly taken for this purpose;

(d) reconstructing or making additions or alterations to a house or a flat already owned or acquired by a subscriber;

(e) renovating, additions or alterations or upkeep of the ancestral house or a house built with the assistance or loan;

(f) Constructing a house on a site purchased under Clause (C).

(C) Within twelve months before the date of subscriber's retirement or superannuation from the amount standing to the credit in the fund, without linking to any purpose.

**NOTE-1** Withdrawal under sub-clause (a), (d), (e) or (f) of Clause (B) shall be sanctioned only after a subscriber has submitted a plan of the house to be constructed or of the additions or alterations to be made, duly approved by the local municipal body of the area where the site or house is situated and only in cases where the plan is actually got to be approved.

**NOTE-2** The amount of withdrawal sanctioned under sub-clause (b) of Clause (B) shall not exceed  $\frac{3}{4}$ <sup>th</sup> of the balance on date of application together with the amount of previous withdrawal under sub-clause (b), reduced by the amount of previous withdrawal. The formula to be followed is  $\frac{3}{4}$ <sup>th</sup> of (the balance as on date plus amount of previous withdrawal(s) for the house in question, minus the amount of the previous withdrawal(s)).

**NOTE-3** Withdrawal under sub-clause (a) or (d) of Clause (B) shall also be allowed where the house site or house is in the name of wife or husband provided she or he is the first nominee to receive Provident Fund money in the nomination made by the subscriber.

**NOTE-4** Only one withdrawal shall be allowed for the same purpose under this regulation. But marriage or education of different children or illness on different occasions or a further addition or alteration to a house or flat covered by a fresh plan duly approved by the local municipal body of the area where the house or flat is situated shall not be treated as the same purpose. Second or subsequent withdrawal under sub-clause (a) or (f) or Clause (B) for completion of the same house shall be allowed up to the limit laid down under Note-2.

**NOTE-5** A withdrawal under this regulation shall not be sanctioned if an advance under Regulation 15 is being sanctioned for the same purpose and at the same time.

**Conditions for Non-refundable withdrawal :**

(l) Any sum withdrawn by a subscriber at any one time for one or more of the purpose specified in Regulation 18 shall not exceed 75% of the balance at his credit in the fund in case of withdrawals under Clause (A) and 90% of the balance at his credit in the fund in case of withdrawals under Clause (B) of Regulation 18.

(II) The withdrawal admissible under Regulation 18C shall not exceed 90% of the amount standing to the credit of the subscriber in the fund.

(III) A subscriber who has been permitted to withdraw money from the Fund under Regulation 18 shall satisfy the sanctioning authority within a period of 3 months in case of withdrawals under Clause (A) and 6 months in case of withdrawals under Clause (B) that the money has been utilised for the purpose for which it was withdrawn or the construction of the house has been commenced 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 sum by the subscriber to the Fund and in default of such payment, the subscriber will be liable for disciplinary action.

(IV) A subscriber who has been permitted under sub-clause (a) or sub-clause (b) or sub-clause (c) of Clause (N) of Regulation 18 to withdraw money from the amount standing to his credit in the Fund, shall not part with the possession of the house built or acquired or house site purchased with the money so withdrawn, whether by way of sale, mortgage (other than mortgage to the Syama Prasad Mookerjee Port, Kolkata Authority), gift, exchange or otherwise, without the previous permission of the Sanctioning Authority.

Provided that such permission shall not be necessary for –

- i. the house or house-site being leased for any terms not exceeding three years, or
- ii. its being mortgaged in favour of a House Board, Nationalised Banks, the Life Insurance Corporation or any other Corporation owned or controlled by the Central Government which advances, loans for the construction of a new house or for making additions or alteration to an existing house.

(V) The subscriber shall submit a declaration not later than 31<sup>st</sup> day of December of every year as to whether the house or the house-site, as the case may be, continues to be in his possession or has been mortgaged otherwise transferred or let out as aforesaid 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,

mortgage or lease deed and also the documents on which his title to the property is based.

(VI) If, at any time before his retirement, the subscriber parts with the possession of the house or house-site without obtaining the previous permission of the sanctioning authority, he shall forthwith repay the sum so withdrawn by him in a lump sum to the Fund, and in default of such repayment, the subscriber shall be liable for disciplinary action. The detailed procedure for withdrawal under Regulation 18(B) is annexed as Appendix-I

## **CHAPTER-VI – OPTION & TRANSFER OR FUND**

### **Regulation-19: Subscriber's Account**

Separate accounts shall be kept for each subscriber showing the monthly subscriptions of the subscriber and the interest thereon.

### **Regulation-20 : Transfer from other service**

An employee who has joined the Syama Prasad Mookerjee Port, Kolkata's service from any Government, Railway, Port Authority or Quasi-Government body wherein he/she was a subscriber to the Provident Fund, without break of service, if he/she so desires, can have the amount standing to his/her credit, at the date of joining, in the said Provident Fund transferred to this Fund.

## **CHAPTER-VII – SETTLEMENT OF PROVIDENT FUND DUES**

### **Regulation – 21: Payment to subscribers on Leaving Service.**

A subscriber's accumulation in the Fund including interest shall be paid as soon as possible after his/her retirement, quitting service or death. Interest shall be credited to his/her account up to the end of the calendar month prior to the date of tender of payment.

Provided that in case of delays caused by the circumstances beyond the control of the subscriber or administrative delays in making the settlement, interest shall continue to be credited to his/her account up to the end of 1 (one) year after the month in which such amount become payable.

## **Regulation – 22: Payment of subscriber’s dues.**

When a subscriber’s accumulation in the Fund has become payable in accordance with Regulation 21, Senior Accounts Officer shall dispose of the amount as follows:-

Payment of subscriber’s dues

- (1) Pay to the subscriber or
- (2) Pay, if the subscriber is dead, to the person or persons entitled to receive payment in the following manner :-
  - (a) If a valid nomination under Regulation 11 subsists, the amount or the part thereof to which the nomination relates shall be paid to the nominee or to person as may be authorised by law to receive payment on his/her behalf.
  - (b) If no valid nomination subsists or if the nomination relates only to a part of the amount, provided the whole amount or the part thereof to which the nomination does not relate, does not exceed Rs.5,000/- and provided notice of the existence of a will disposing of such amount and intention to prove the same be not given to the Senior Accounts Officer, within one month of the death of the member or if such notice be given but such will is not probated within six months from the death of the member, such amount shall be paid in terms of Section 4(1)(b) of the Provident Funds Act, 1925(XIX of 1925) to any person appearing to the Chairperson or any of the Deputy Chairperson to be entitled to receive it.
  - (c) If the amount is not payable to any person under Clause (i) or (ii) above, it shall be paid to a person producing Probate or letters of Administration proving the grant to him of Administration to the estate of the deceased subscriber or a Certificate granted under Indian Succession Act, 1925 (XXXIX of 1925), in terms of Section 4(1)(c)(ii) of the Provident Fund Act, 1925.

## **Regulation – 23 : Payment to Minors**

Payments on behalf of minor children shall be made to their guardian appointed under the Guardians and Ward Act, 1890 (VIII of 1890) or to other person authorised by law. Provided that payment on behalf of Hindu Minors may be made to the mother

and on behalf of Mohammedan Minors to the Paternal grandfather without production of guardianship certificate.

**Regulation – 24: Payment to Lunatics.**

If a subscriber/s person to whom under these Regulations a payment has to be made or a policy to be reassigned, is a lunatic, payment or reassignment shall be made to the Manager appointed under the Indian Lunacy Act, 1912 (IV of 1912) or to other person authorized by law.

**Regulation – 25 : Immunity from attachment.**

Subject to the provisions of Section 3 of the Provident Fund Act, 1925 (XIX of 1925), neither a subscriber nor any person on his/her behalf or in respect of his/her interest in the fund shall, save as expressly provided by these Regulations, be entitled to claim or demand payment of any money standing in the name of the subscriber in the books of the Fund.

**CHAPTER-VIII – MISCELLANEOUS**

**Regulation – 26: Interpretation of Regulations interpretation of Rules**

The decision of the Chairperson, Syama Prasad Mookerjee Port, Kolkata on all questions arising out of these regulations shall be final.

**Regulation – 27:**

(1) On the commencement of these regulations, Syama Prasad Mookerjee Port, Kolkata Non-Contributory Provident Fund Rules or order in force immediately before such commencement shall in so far as it provides for any of the matters contained in these Regulations, cease to operate.

(2) Any case which pertains to the settlement of Provident Fund dues of a subscriber who had retired before the commencement of these Regulations shall be disposed of in accordance with the provisions of the old rule as if these rules had not been made.

(3) Subject to the provision of Sub-regulation (2), anything done or any action taken under the old rule shall be deemed to have been done or taken under the corresponding provisions of these Regulations.

**NOTE:-** The Calcutta Port Trust Employees' (Non-Contributory Provident Fund) Regulations, 1988 were sanctioned by the Central Government vide G.S.R.

No.667(E) dated 1<sup>st</sup> June, 1988 and published in the Gazette of India (Extraordinary) dated 1<sup>st</sup> June, 1988. The first Amendment Regulations were approved by the Government and published in the gazette of India Extraordinary vide GSR No.745 dated 25<sup>th</sup> September, 2000.

The second Amendment Regulations were approved by the Government and published in the gazette of India Extraordinary vide GSR 49(E) dated 3<sup>rd</sup> February 2006.

\* Inserted/substituted/deleted by first amendment regulations.

**APPENDIX-I**  
**OF**  
**CALCUTTA PORT TRUST**  
**NON-CONTRIBUTORY PROVIDENT FUND**

**REGULATIONS**  
**(VIDE REGULATION 18)**

Procedure to be followed in connection with the withdrawal of P.F. money for House Building purpose.

Withdrawal may be for the following purposes:

- I. Purchase of land including cost of building of a house thereon.
- II. Acquiring of a suitable ready built house or a flat.
- III. Repayment of a loan taken for acquiring a house or flat.
- IV. Expenditure for reconstructing or making additions or alterations of subscriber's own house or flat or his/her ancestral house.

Before sanctioning the withdrawals under the above items, the Calcutta Port Trust should insist upon the subscriber signing and affirming before the Presidency Magistrate, Calcutta the enclosed declaration and fulfilling the following obligations:

(A) Re: Item I

(a) He/she should satisfy the Syama Prasad Mookerjee Port, Kolkata that the amount is actually required for purchasing the property and that he/she possesses or intends to acquire forthwith the right to build on the site on which the house is proposed to be built.

(b) He/she should satisfy the Syama Prasad Mookerjee Port, Kolkata that the amount withdrawn together with such other private savings as the subscriber may have will be sufficient to complete the property of the type proposed.

(c) He/she should satisfy the Syama Prasad Mookerjee Port, Kolkata by production of original title deeds or otherwise as may be directed by the Syama Prasad Mookerjee Port, Kolkata that he/she will acquire marketable unencumbered and undisputed title to the property proposed to be purchased.

(d) He/she should produce for Syama Prasad Mookerjee Port, Kolkata 's inspection the agreement of sale (Baynapatra) within a week from the grant of the loan and the deed of conveyance within a fortnight from completion of purchase (production of conveyance will be possible only after the property has been purchased with the loan sanctioned by the Syama Prasad Mookerjee Port, Kolkata ).

(e) He/she should produce the sanctioned plans of the proposed building and permits from the local authority where necessary for purchase of building materials to the extent required at controlled rates.

(f) He/she should bear all costs and expenses whatsoever that Calcutta Port Trust may have to incur or be put to in this connection.

(B) Re: Item II

As in (a), (b), (c), (d) and (f) of A above.

(C) Re: Item III

He/she should satisfy the Syama Prasad Mookerjee Port, Kolkata by production of documents and papers that there is a genuine subsisting loan expressly taken for the purpose of building or acquiring a house/flat for his/her own use.

SYAMA PRASAD MOOKERJEE PORT, KOLKATA  
NON-CONTRIBUTORY PROVIDENT FUND  
NOMINATION FORM (VIDE REGULATION-11(B))

FORM-I

Particulars of previous nomination \_\_\_\_\_

Noted in Personal Account

\_\_\_\_\_

NAME.....DESIGNATION.....P.F. A/C NO.....

I, hereby declare that in the event of my death the amount standing at my credit in the Non-contributory Provident Fund of the Syama Prasad Mookerjee Port, Kolkata shall be distributed among my dependants mentioned below in the manner shown against their names.

NAME/S OF THE NOMINEES (IN BLOCK LETTERS)	ADDRESS OF THE NOMINEES	RELATION WITH THE SUBSCRIBER	AGE OF NOMINEE ON DATE OF NOMINATION	AMOUNT OR SHARE OF ACCUMULATION

PLACE.....

DATE.....

SIGNATURE OF THE SUBSCRIBER

(1) NAME.....ADDRESS.....OCCUPATION.....SIGNATURE.....

(2) NAME.....ADDRESS.....OCCUPATION.....SIGNATURE.....

**Note :** A nomination is not valid if the nominee is not 'dependant' as defined in Regulation 3(g) namely (a) in the case of a male subscriber or the wife, parent, child minor, brother, unmarried sister and a deceased son's widow and where 'no' parent of the subscriber, is alive, a paternal grandparent and in the case of a (2) female subscriber the husband, child, deceased son's widow and child, her dependent parents and parents of her husband.

FORM-II  
APPENDIX-II

SYAMA PRASAD MOOKERJEE PORT, KOLKATA  
NON-CONTRIBUTORY PROVIDENT FUND  
FORM II [VIDE REGULATION 11 (C)  
FORM OF NOTICE CANCELLING A NOMINATION

NAME.....

DESIGNATION.....

PROVIDENT FUND A/C NO.....

I hereby cancel the declaration made by me in favour of \_\_\_\_\_  
\_\_\_\_\_

as regards the disposal, in the event of my death, of the amount standing at my credit in the Syama Prasad Mookerjee Port, Kolkata Non-Contributory Provident Fund.

As witness my hand this \_\_\_\_\_ day of \_\_\_\_\_ one thousand nine hundred and \_\_\_\_\_.

Signature \_\_\_\_\_

**Witness:** Signature \_\_\_\_\_

Address \_\_\_\_\_

Occupation \_\_\_\_\_

**Witness:** Signature \_\_\_\_\_

Address \_\_\_\_\_

Occupation \_\_\_\_\_

The Senior Accounts Officer (Provident Fund)

Forwarded for necessary action

Signature \_\_\_\_\_

Date \_\_\_\_\_

Designation \_\_\_\_\_

**प्रारूप**  
श्यामा प्रसाद मुखर्जी पोर्ट, कोलकाता  
(गैर-अंशदायी भविष्य निधि) विनियम, 2022

**अध्याय-1 - प्रारंभिक**

**प्रारंभिक**

महापत्तन प्राधिकरण अधिनियम, 2021 की धारा 72 के खंड (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इस संबंध में बनाए गए सभी पिछले नियमों, विनियमों, उप-नियमों के अधिक्रमण में, ऐसे अधिक्रमण से पहले उक्त नियम, विनियम या उपनियम के तहत किए गए या किए जाने वाले कार्यों को छोड़कर श्यामा प्रसाद मुखर्जी पोर्ट, कोलकाता का बोर्ड निम्नलिखित नियम बनाता है, अर्थात :-

**विनियम - 1: लघु शीर्षक और प्रारंभ।**

- i. इन विनियमों को श्यामा प्रसाद मुखर्जी पोर्ट, कोलकाता गैर-अंशदायी भविष्य निधि विनियम, 2022 कहा जा सकता है।
- ii. ये विनियम राजपत्र में उनके प्रकाशन की तारीख से लागू होंगे।

**विनियम - 2: परिभाषाएँ**

ये विनियम श्यामा प्रसाद मुखर्जी पोर्ट, कोलकाता के बोर्ड के सभी कर्मचारियों पर लागू होंगे जो गैर-अंशदायी भविष्य निधि के सदस्य हैं या जिन्हें इन विनियमों के प्रावधानों के तहत निधि की सदस्यता के लिए भर्ती किया जा सकता है।

**विनियम - 3: परिभाषाएँ**

इन विनियमों में, जब तक कि संदर्भ से अन्यथा अपेक्षित न हो:-

- p. 'न्यासी' का अर्थ सात न्यासियों का एक बोर्ड होगा जिसमें अध्यक्ष, दो उपाध्यक्ष, कर्मचारियों का प्रतिनिधित्व करने वाले दो सदस्य, वित्तीय सलाहकार और मुख्य लेखा अधिकारी और महाप्रबंधक (वित्त), एचडीसी, श्यामा प्रसाद मुखर्जी पोर्ट, कोलकाता के पदेन होंगे, जो श्यामा प्रसाद मुखर्जी पोर्ट, कोलकाता के लिए विनियमों के अनुसार निर्धारित निधि के संचालन के लिए जिम्मेदार होंगे।

- q. अध्यक्ष (चेयरपर्सन) का अर्थ उस समय के लिए श्यामा प्रसाद मुखर्जी पोर्ट, कोलकाता का अध्यक्ष होगा।
- r. उपाध्यक्ष (डिप्टी चेयरपर्सन) का मतलब श्यामा प्रसाद मुखर्जी पोर्ट, कोलकाता के उपाध्यक्ष, कोलकाता या उपाध्यक्ष, हल्दिया से है।
- s. 'श्रमिक न्यासी' का अर्थ महा पत्तन प्राधिकरण अधिनियम 2021 के प्रावधानों के तहत अधिसूचित समय के लिए श्यामा प्रसाद मुखर्जी पोर्ट, कोलकाता के बोर्ड में श्रमिक संघों के प्रतिनिधि से होगा।
- t. 'वित्तीय सलाहकार और मुख्य लेखा अधिकारी' का मतलब श्यामा प्रसाद मुखर्जी पोर्ट, कोलकाता के उस समय के लिए वित्तीय सलाहकार और मुख्य लेखा अधिकारी होगा।
- u. 'महाप्रबंधक वित्त, एचडीसी' का मतलब श्यामा प्रसाद मुखर्जी पोर्ट, कोलकाता के उस समय के लिए महाप्रबंधक वित्त, एचडीसी होगा।
- v. 'वरिष्ठ उप मुख्य लेखा अधिकारी' का अर्थ श्यामा प्रसाद मुखर्जी पोर्ट, कोलकाता के उस समय के लिए भविष्य निधि मामलों की देखभाल करने वाला वरिष्ठ उप मुख्य लेखा अधिकारी होगा।
- w. 'उप मुख्य लेखा अधिकारी' का अर्थ उप मुख्य लेखा अधिकारी होगा जो श्यामा प्रसाद मुखर्जी पोर्ट, कोलकाता के उस समय के लिए भविष्य निधि मामलों की देखभाल कर रहा है।
- x. 'वरिष्ठ लेखा अधिकारी' का अर्थ उस अधिकारी से होगा जिसे निधि के न्यासी के नियंत्रण के अधीन अभिदाताओं के भविष्य निधि खाते को बनाए रखने का कार्य सौंपा गया है।
- y. 'वेतन' का अर्थ होगा मूल नियमों के नियम 9(21)(ए) में परिभाषित राशि जो किसी कर्मचारी द्वारा मासिक रूप से आहरित की जाती है और इसमें महंगाई भत्ता, प्रोत्साहन भुगतान और कोई अन्य भत्ता, यदि इस तरह के भत्ता या भत्ते की वेतन के रूप में गणना किए जाने की श्यामा प्रसाद मुखर्जी पोर्ट, कोलकाता के बोर्ड द्वारा भविष्य निधि अंशदान प्रयोजन के लिए अनुमति देता है।
- z. 'आश्रित' का अर्थ अभिदाता के निम्नलिखित रिश्तेदारों में से कोई भी होगा, अर्थात्, पत्नी, माता-पिता, बच्चे, नाबालिग भाई, अविवाहित बहन और मृतक पुत्र की विधवा और बच्चे और जहां अभिदाता के माता-पिता जीवित नहीं हैं, दादा-दादी।

बशर्ते कि यदि कोई अभिदाता यह साबित करता है कि उसकी पत्नी न्यायिक रूप से उससे अलग हो गई है या उस समुदाय के प्रथागत कानून के तहत संबंध समाप्त हो गई है जिससे वह भरण-पोषण की हकदार है, तो उसे तब तक इन विनियमों के मामलों में आश्रित नहीं माना जाएगा जब तक अभिदाता वित्तीय सलाहकार और मुख्य लेखा अधिकारी को

लिखित रूप में सूचित नहीं करता है कि उसे ऐसा माना जाना जारी रहेगा और महिला अभिदाता के मामले में, यदि वह वित्तीय सलाहकार और मुख्य लेखा अधिकारी को लिखित रूप में एक नोटिस द्वारा अपने पति को आश्रितों की सूची से बाहर करने की इच्छा व्यक्त करती है तो तब तक उसके पति को इस विनियम के तहत अभिदाता का आश्रित नहीं माना जाएगा, जब तक अभिदाता बाद में लिखित रूप में इस तरह के नोटिस को रद्द नहीं कर देता जिनसे ये संबंधित हैं।

aa. 'परिवार' का अर्थ होगा :-

- i) पुरुष अभिदाता के मामले में, अभिदाता की पत्नी या पत्नियां और बच्चे या सौतेले बच्चे।
- ii) एक महिला अभिदाता के मामले में, सदस्य के पति और बच्चे।
- iii) माता-पिता, अविवाहित बहनें और नाबालिग भाई पूरी तरह से अभिदाता पर निर्भर हैं।

bb. 'छुट्टी' का अर्थ कोलकाता पोर्ट ट्रस्ट के कर्मचारी (छुट्टी) विनियम, 1985 द्वारा मान्यता प्राप्त या समय-समय पर संशोधित किसी भी प्रकार का अवकाश होगा।

cc. निधि (फंड) का अर्थ, श्यामा प्रसाद मुखर्जी पोर्ट, गैर-अंशदायी भविष्य निधि होगा।

dd. 'वर्ष' का अर्थ अप्रैल से मार्च तक का वित्तीय वर्ष होगा।

## अध्याय- II - प्रबंधन, लेखा और निवेश

### **विनियम - 4: नियंत्रण और प्रबंधन**

निधि को इसके सदस्यों की ओर से एक न्यासी बोर्ड द्वारा नियंत्रित किया जाएगा जिसमें अध्यक्ष, उपाध्यक्ष, कोलकाता, उपाध्यक्ष, हल्दिया, वित्तीय सलाहकार और मुख्य लेखा अधिकारी और महाप्रबंधक (वित्त) हल्दिया, पदेन शामिल होंगे, जो श्यामा प्रसाद मुखर्जी पोर्ट, कोलकाता के इस निधि को, इसके बाद निर्धारित विनियमों के अनुसार संचालन के जिम्मेदार होंगे।

निधि का प्रबंधन वरिष्ठ लेखा अधिकारी द्वारा वरिष्ठ उप मुख्य लेखा अधिकारी और उप मुख्य लेखा अधिकारी के माध्यम से किया जाएगा जो निधि के न्यासियों के नियंत्रण के अधीन इसका संचालन करेंगे।

### **विनियम - 5: कोष का संचालन**

निधि (फंड) के खातों को श्यामा प्रसाद मुखर्जी पोर्ट, कोलकाता के खातों से अलग रखा जाएगा। निधि की सभी प्राप्तियों का भुगतान भारतीय स्टेट बैंक या अन्य अनुसूचित बैंकों के साथ एक अलग खाते में किया जाएगा। यह अलग खाता अध्यक्ष या उपाध्यक्ष या वित्तीय सलाहकार और मुख्य लेखा अधिकारी या महाप्रबंधक (वित्त), एचडीसी और वरिष्ठ उप मुख्य लेखा अधिकारी या उप मुख्य लेखा अधिकारी या वरिष्ठ लेखा अधिकारी (भविष्य निधि) के संयुक्त हस्ताक्षरों पर संचालित किया जाएगा। प्रबंधन का खर्च श्यामा प्रसाद मुखर्जी पोर्ट, कोलकाता द्वारा वहन किया जाएगा।

### **विनियम - 6: निवेश**

निधि (फंड) के उद्देश्य के लिए तत्काल आवश्यक न होने वाले सभी धन, समय-समय पर फंड के ट्रस्टियों द्वारा प्रॉमिसरी नोट्स, डिबेंचर, स्टॉक या केंद्र सरकार या किसी राज्य सरकार के अन्य प्रतिभूतियाँ या डिबेंचर या भारत में स्थापित विधानमंडल के किसी भी अधिनियम के अधिकार के तहत, किसी भी नगरपालिका निकाय, पोर्ट अथॉरिटी या किसी प्रेसीडेंसी शहर में सिटी इम्प्रूवमेंट ट्रस्ट के तहत जारी राशि के लिए अन्य प्रतिभूतियाँ या डिबेंचर बॉन्ड अथवा अन्य प्रतिभूतियों में, मूलधन और ब्याज दोनों में जहां केंद्र या राज्य सरकारों द्वारा या भारतीय स्टेट बैंक और/या अन्य राष्ट्रीयकृत बैंक या किसी अन्य अनुसूचित बैंक के साथ और भारतीय ट्रस्ट अधिनियम की धारा 20ए में निहित प्रतिबंधों के साथ सावधि जमा में पूरी तरह से और बिना शर्त गारंटी दी गई हो, 1982 (1982 का II) ऐसे किसी भी निवेश पर लागू नहीं होगा।

**इस तरह के अधिशेष निधि का निवेश गैर-अंशदायी भविष्य निधि के न्यासियों द्वारा पोत परिवहन मंत्रालय द्वारा पत्र सं.पीडी-12018/3/2018-पीडी-VI(समन्वय) दिनांक 27.7.2018**

के अनुसार जारी दिशा-निर्देशों और समय-समय पर किए गए संशोधन को ध्यान में रखते हुए तय किया जाएगा।

निधि के न्यासियों द्वारा खरीदी गई प्रतिभूतियां और सावधि जमाएं निधि के नाम पर रखी जाएंगी और समय-समय पर ऐसी प्रतिभूतियों की बिक्री या सावधि जमा की निकासी अध्यक्ष या उपाध्यक्ष और वित्तीय सलाहकार और मुख्य लेखा अधिकारी या महाप्रबंधक (वित्त), एचडीसी के संयुक्त हस्ताक्षर के तहत किए जा सकते हैं जब फंड के उद्देश्य के लिए ऐसी राशि जुटाना आवश्यक हो।

#### **विनियम - 7 : वार्षिक लेखापरीक्षा और लेखा**

- d) निधि के खाते जिसमें रखी गई सभी प्रतिभूतियों के मूल्य का मूल्यांकन प्रत्येक वर्ष के 31 मार्च को बाजार मूल्य पर किया जाएगा, प्रत्येक वर्ष 31 मार्च को बंद किया जाएगा और भारत का नियंत्रक-महालेखापरीक्षक द्वारा या उस व्यक्ति द्वारा जिसे इस संबंध में उनके द्वारा नियुक्त किया गया हो वार्षिक रूप से लेखापरीक्षित किया जाएगा।
- e) निधि के खातों पर अध्यक्ष, किसी भी उपाध्यक्ष और या तो वित्तीय सलाहकार और मुख्य लेखा अधिकारी या महाप्रबंधक (वित्त), एचडीसी द्वारा हस्ताक्षर किए जाएंगे।
- f) प्रथम वर्ष के लिए अधिसूचना के पश्चात निधि के लेखा 15 महीनों यथा 1 जनवरी से अगले कैलेंडर वर्ष के 31 मार्च तक की अवधि तक की होगी।

#### **विनियम - 8: वार्षिक रिपोर्ट**

वर्ष के लिए लेखापरीक्षित खातों के साथ एक वार्षिक रिपोर्ट वरिष्ठ लेखा अधिकारी द्वारा यथासंभव उक्त वर्ष के कार्य के बाद जल्द से जल्द बनाई जाएगी और श्यामा प्रसाद मुखर्जी पोर्ट, कोलकाता के बोर्ड को प्रस्तुत की जाएगी। प्रत्येक अभिदाता को उसके खाते के विवरण का वार्षिक विवरण यथाशीघ्र प्रस्तुत किया जाएगा।

#### **विनियम - 9: श्यामा प्रसाद मुखर्जी पोर्ट, कोलकाता की निधि के प्रति देयता।**

श्यामा प्रसाद मुखर्जी पोर्ट, कोलकाता प्रतिभूतियों या अन्य कारणों या कारणों के मूल्यहास से वार्षिक लेखापरीक्षा के पूरा होने के बाद निधि में पाई गई किसी भी कमी के लिए उत्तरदायित्व स्वीकार करेगा और कमी की राशि या उस राशि के किसी भी हिस्से का भुगतान करेगा, और तदनुसार निधि के न्यासियों की मांग के साथ, यदि निधि के न्यासी यह मानते हैं कि या तो निधि के विनियमों के अधीन देय दावों को पूरा करने के लिए या अंशदाताओं की सुरक्षा के लिए किसी भाग या पूरी राशि का भुगतान करना उचित है।

## अध्याय-III - सदस्यता और नामांकन

### विनियम - 10: सदस्यता – शर्त सदस्यता

सदस्यता इनके लिए अनिवार्य होगी:-

- ii. कोई भी स्थायी कर्मचारी जो 1 जून, 1982 को या उसके बाद सेवा में शामिल हुआ हो।

बशर्ते ये विनियम 01/01/2004 के बाद भर्ती हुए ऐसे कर्मचारियों पर लागू नहीं होता है , जो राष्ट्रीय पेंशन योजना द्वारा शासित हैं ।

### विनियमन - 11 (ए): नामांकन - शर्तें

प्रत्येक अभिदाता को एक आश्रित या आश्रितों को नामित करने की अनुमति होगी और यदि उपरोक्त विनियम 3 (के) के अर्थानुसार कोई आश्रित नहीं है, तो किसी भी व्यक्ति को उसके निधि में जमा कुल राशि के सम्पूर्ण अथवा किसी अंश को उसके सेवा के दौरान मृत्यु होने या सेवानिवृत्ति के बाद भुगतान किए जाने से पहले नामित करेगा ।

बशर्ते कि श्यामा प्रसाद मुखर्जी पोर्ट, कोलकाता के अंशदायी भविष्य निधि में सब्सक्राइबर द्वारा पहले से ही किया गया नामांकन, जिसमें वह इस फंड में शामिल होने से पहले उसकी सदस्यता ले रहा था , यदि इस तरह के फंड में उसके क्रेडिट की राशि उसके खाते में स्थानांतरित कर दी गई है तो निधि में उसके क्रेडिट को इस विनियम के तहत विधिवत रूप से किया गया नामांकन माना जाएगा जब तक कि वह इस विनियम के अनुसार नया नामांकन नहीं करता/करती है।

आगे बशर्ते कि सब्सक्राइबर द्वारा आश्रित के अलावा किसी अन्य व्यक्ति का किया गया नामांकन अमान्य माना जाएगा यदि सब्सक्राइबर शादी के बाद किसी आश्रित को प्राप्त करता है और भले ही वह विनियम 11 ( सी) के अनुसार पूर्वोक्त नामांकन को रद्द नहीं करता/करती है ।

### विनियम - 11(बी) :

सभी नामांकन फॉर्म । में लिखे जाने चाहिए, जो परिशिष्ट । के रूप में संलग्न हैं, अभिदाता द्वारा विधिवत हस्ताक्षरित और दो गवाहों द्वारा सत्यापित किए जाने चाहिए और उन्हें वरिष्ठ लेखा अधिकारी के कार्यालय में भेजा और पंजीकृत किया जाना चाहिए जहां उन्हें रिकॉर्ड के लिए रखा जाएगा। इस प्रकार पंजीकृत नामांकित व्यक्ति तब तक बना रहेगा जब तक कि उसकी मृत्यु नहीं हो जाती है या जब तक अभिदाता का नामांकन रद्द नहीं कर दिया जाता है, तब तक पूरी तरह से प्राप्त करने का हकदार होता है जिसे प्राप्त करने के लिए अभिदाता ने उसे नामित किया है। यदि सब्सक्राइबर से पहले किसी नॉमिनी की मृत्यु हो जाती है, तो नॉमिनी, जहां तक नॉमिनी से संबंधित है, को अमान्य माना जाएगा।

### विनियम - 11(सी) :

लिखित रूप में नामांकन और पूर्वोक्त के रूप में पंजीकृत केवल तभी रद्द किया जा सकता है जब परिशिष्ट II के रूप में इसके साथ संलग्न फॉर्म II में पूर्ण रद्दीकरण अभिदाता के हाथ से किया गया हो और वरिष्ठ लेखा अधिकारी के कार्यालय में विधिवत पंजीकृत दो गवाहों द्वारा सत्यापित किया गया हो। सब्सक्राइबर उसी समय ऊपर उप-विनियम (बी) में उल्लिखित प्रक्रिया के अनुसार एक नया नामांकन या नामांकन कर सकता है।

### **विनियम - 11(डी) :**

पूर्वोक्त रूप से पंजीकृत नामांकित व्यक्ति को किया गया भुगतान निधि के न्यासियों के लिए पूर्ण निर्वहन होगा, बशर्ते कि किसी अभिदाता की मृत्यु से पहले मौजूदा नामांकन को रद्द नहीं किया गया हो और पंजीकरण के लिए वरिष्ठ लेखा अधिकारी द्वारा एक नया नामांकन प्राप्त किया गया हो।

### **विनियमन - 11 (ई):**

एक अभिदाता का विवाह या पुनर्विवाह जो हिंदू, मुसलमान, बौद्ध या भारतीय उत्तराधिकार अधिनियम 1925 (XXXIX) के संचालन से छूट प्राप्त अन्य व्यक्ति नहीं है, उसके द्वारा पहले से जमा किए गए किसी भी नामांकन को अमान्य कर देगा।

### **विनियम - 11(एफ) :**

अभिदाता द्वारा किया गया प्रत्येक नामांकन और निरस्तीकरण का प्रत्येक नोटिस, जिस सीमा तक यह वैध है, उक्त वरिष्ठ लेखा अधिकारी द्वारा प्राप्त होने की तिथि से प्रभावी होगा।

## **अध्याय-IV - अंशदान और ब्याज**

### **विनियमन - 12 (ए): अनिवार्य सदस्यता**

एक अभिदाता इन विनियमों के अनुसार निधि में अंशदान करेगा, सिवाय उस अवधि के जब वह निलंबन के अधीन है या श्यामा प्रसाद मुखर्जी पोर्ट, सेवा से अंतिम सेवानिवृत्ति के बाद पुनर्नियोजन की अवधि में है।

### **विनियमन - 12 (बी):**

सदस्यता की राशि हो सकती है-

**क)** वरिष्ठ लेखा अधिकारी को एक महीने का नोटिस देकर वित्तीय वर्ष के दौरान किसी भी समय एक बार कम किया जा सकता है

या

**ख)** वरिष्ठ लेखा अधिकारी को एक माह का नोटिस देकर वित्तीय वर्ष के दौरान किसी भी समय दो बार बढ़ाया जा सकता है

बशर्ते सब्सक्रिप्शन की राशि सब्सक्राइबर द्वारा स्वयं निम्नलिखित शर्तों के अधीन तय की जाएगी:

- iv. इसे पूरे रुपये में व्यक्त किया जाएगा।
- v. यह वह राशि होगी जो व्यक्ति के वेतन का 8 1/3 प्रतिशत से कम नहीं, लेकिन उसके पूर्ण वेतन से अधिक नहीं होगी।
- vi. एक वित्तीय वर्ष में एरियर सब्सक्रिप्शन सहित सब्सक्रिप्शन की ऊपरी सीमा 5,00,000/- रुपये तक सीमित होगी।

### **विनियम - 13 (ए): छुट्टी, प्रतिनियुक्ति या निलंबन के दौरान सदस्यता।**

किसी अभिदाता का अभिदान जब वह अधिवर्षिता के बाद या अस्वीकृत अवकाश या प्रतिनियुक्ति को छोड़कर किसी भी प्रकार के अवकाश पर अनुपस्थित रहता/रहती है, तो उसका/उसके पूर्ण/औसत वेतन, जैसा भी मामला हो, पर मूल्यांकन किया जाएगा। हालांकि एक अभिदाता को अपने विकल्प पर छुट्टी की किसी भी अवधि के दौरान, औसत वेतन पर छुट्टी या एक महीने या 30 दिनों की अवधि से कम की अर्जित छुट्टी के अलावा, जैसा भी मामला हो, के दौरान सब्सक्राइब नहीं करने का विकल्प होता है।

बशर्ते कि जब किसी अभिदाता को विदेश सेवा में स्थानांतरित किया जाता है या प्रतिनियुक्ति पर भेजा जाता है तो वह निधि के विनियमों के अधीन उसी तरह बना रहेगा जैसे कि वह इस प्रकार स्थानांतरित या प्रतिनियुक्ति पर नहीं भेजा गया था।

आगे बशर्ते कि छुट्टी का आवेदन जमा करते समय सब्सक्राइबर को छुट्टी के दौरान सदस्यता न लेने के अपने विकल्प की सूचना देनी चाहिए। उचित और समय पर सूचना देने में विफलता को सदस्यता के लिए चुनाव माना जाएगा।

### **विनियमन - 13 (बी):**

निलंबन की अवधि के दौरान अभिदाता निधि में अंशदान नहीं करेगा।

बशर्ते कि निलंबन के तहत पारित अवधि के बाद पुनर्स्थापन पर एक अभिदाता को एक राशि में भुगतान करने का विकल्प दिया जाएगा, या उस अवधि के लिए अनुमत सदस्यता की बकाया राशि की अधिकतम राशि से अधिक नहीं होगी।

**नोट:** एक अभिदाता को अकार्य-दिवस' के रूप में मानी जाने वाली अवधि के दौरान सदस्यता लेने की आवश्यकता नहीं है।

### **विनियम - 14 : ब्याज**

श्यामा प्रसाद मुखर्जी पोर्ट, कोलकाता प्रत्येक वर्ष 31 मार्च तक अभिदाता के खाते में ब्याज जमा करेगा, जिसका ब्याज-दर समय-समय पर बैठक में संकल्प द्वारा निर्णीत किया जाएगा, जिसकी गणना प्रत्येक

अभिदाता की वार्षिक कंपाउंडेड जमा की मासिक शेष पर की जाती है। लेखांकन अवधि में परिवर्तन को ध्यान में रखते हुए, अधिसूचना के बाद प्रथम वर्ष की अवधि के लिए ब्याज में 15 महीने शामिल होंगे, जिसकी गणना और क्रेडिट निम्नानुसार किया जाएगा:

3. 1 जनवरी से 31 दिसंबर तक कैलेंडर वर्ष के लिए 31 दिसंबर को जमा किया जाएगा; और
4. अगले कैलेंडर वर्ष के 1 जनवरी से अगले कैलेंडर वर्ष के 31 मार्च तक की अवधि के लिए 31 मार्च को जमा किया जाएगा।

## अध्याय-V - अग्रिम और निकासी

### विनियम - 15: अभिदाताओं को अग्रिम

\* वरिष्ठ लेखा अधिकारी वित्तीय सलाहकार और मुख्य लेखा अधिकारी के अनुमोदन से किसी भी अभिदाता को वह पूरी राशि जो तीन महीने के वेतन की राशि से अधिक नहीं या निधि में उसके खाते में जमा राशि का आधा, जो भी कम हो, अग्रिम प्रदान कर सकता है।, निम्नलिखित में से एक या अधिक उद्देश्यों के लिए: -

क) बीमारी, कारावास या विकलांगता के संबंध में खर्चों का भुगतान करने के लिए, जहां आवश्यक हो, अभिदाता और उसके परिवार के सदस्यों या वास्तव में उस पर निर्भर किसी व्यक्ति के यात्रा व्यय सहित;

ख) निम्नलिखित मामलों में अभिदाता और उसके परिवार के सदस्यों या वास्तव में उस पर निर्भर किसी व्यक्ति के यात्रा व्यय सहित उच्च शिक्षा की लागत को पूरा करने के लिए, अर्थात्: -

iii. हाई स्कूल स्तर से परे शैक्षणिक, तकनीकी, व्यावसायिक या व्यावसायिक पाठ्यक्रम के लिए भारत के बाहर शिक्षा के लिए और

iv. हाई स्कूल स्तर से परे भारत में किसी भी चिकित्सा, इंजीनियरिंग या अन्य तकनीकी या विशेष पाठ्यक्रम के लिए, बशर्ते अध्ययन का पाठ्यक्रम तीन वर्ष से कम न हो;

ग) सब्सक्राइबर की स्थिति के लिए उचित पैमाने पर अनिवार्य खर्चों का भुगतान करने के लिए जो प्रथागत उपयोग के द्वारा सब्सक्राइबर को सगाई या विवाह, अंत्येष्टि या अन्य समारोहों के संबंध में करना पड़ता है;

घ) अभिदाता, उसके परिवार के किसी सदस्य या वास्तव में उस पर निर्भर किसी व्यक्ति द्वारा या उसके विरुद्ध शुरू की गई कानूनी कार्यवाही की लागत को पूरा करने के लिए, इस मामले में अग्रिम किसी अन्य सरकारी स्रोत से उसी प्रयोजन के लिए स्वीकार्य अग्रिम के अतिरिक्त उपलब्ध है।

ड. सब्सक्राइबर के बचाव की लागत को पूरा करने के लिए जहां वह अपनी ओर से किसी कथित आधिकारिक कदाचार के संबंध में जांच में अपना बचाव करने के लिए एक कानूनी व्यवसायी को नियुक्त करता है।

च. टीवी, वीसीआर/वीसीपी, वाशिंग मशीन, कुकिंग रेंज, गीजर, कंप्यूटर आदि जैसी टिकाऊ उपभोक्ता वस्तुएं खरीदने के लिए।

**नोट-1** इस विनियम के प्रयोजन के लिए वेतन में मंहगाई वेतन भी शामिल है जहां स्वीकार्य हो।

**टिप्पणी-2** किसी ऐसे अभिदाता के मामले में जो अस्थायी अग्रिम के लिए आवेदन करता है जब वह निलम्बन के अधीन है और वेतन के बदले निर्वाह भत्ता प्राप्त करता है, इस विनियम के प्रयोजन के लिए 'वेतन' वह होगा जो उसने निलम्बन से ठीक पहले प्राप्त किया था। ।

**नोट-3** जब इस विनियम के तहत किसी अभिदाता को पहले ही अग्रिम प्रदान किया जा चुका है, तो उसे इस विनियम के तहत बाद में अग्रिम दिया जा सकता है, भले ही पिछला अग्रिम पूरी तरह से चुकाया न गया हो, बशर्ते कि भुगतान न किए गए पिछले अग्रिम के शेष की कटौती बाद में दिए गए अग्रिम से की जाएगी।

**नोट-4** अध्यक्ष, विशेष परिस्थितियों में, किसी भी अभिदाता को अग्रिम भुगतान की मंजूरी दे सकता है यदि वह संतुष्ट है कि संबंधित अभिदाता को विनियम 15 के तहत उल्लिखित कारणों के अलावा अन्य कारणों से अग्रिम की आवश्यकता है।

### **विनियम - 16 : अग्रिमों की वसूली**

विनियम 15(i) या 15(ii) के तहत किए गए अग्रिम की वसूली अभिदाता के वेतन से कटौती द्वारा, जिसने यह लिया है, 30 समान मासिक किस्तों से अधिक नहीं की जाएगी और इसके विनियम 15(iii)

के तहत किए गए अग्रिम की वसूली 48 समान मासिक किस्तों से अधिक नहीं की जाएगी। जिस के तहत किए गए अग्रिम के वसूली 48 समान मासिक किस्तों से अधिक नहीं की जाएगी। हालांकि, प्रत्येक किस्त की राशि अभिदाता की मासिक सदस्यता से कम नहीं होगी। कटौती पहले पूर्ण महीने से अधिक विलंब नहीं होगी, जिसके दौरान अभिदाता अग्रिम के बाद ड्यूटी पर है।

विनियम 15(i), (ii) या (iii) के तहत एक अभिदाता को दिए गए अग्रिम की वसूली अभिदाता की लिखित सहमति के बिना नहीं की जाएगी, जब वह निर्वाह भत्ता प्राप्त कर रहा/रही हो।

### **विनियम - 17: अग्रिम का गलत प्रयोग**

इन विनियमों में निहित किसी बात के होते हुए भी, यदि मंजूरी देने वाले प्राधिकारी के पास यह संदेह करने का कारण है कि विनियम 15 के तहत निधि से अग्रिम के रूप में आहरित धन का उपयोग उस उद्देश्य के अलावा किसी अन्य उद्देश्य के लिए किया गया है जिसके लिए धन निकालने की मंजूरी दी गई थी, तो वह सब्सक्राइबर को उसके संदेह के कारणों के बारे में सूचित करें और उससे लिखित रूप में और इस तरह की सूचना प्राप्ति के 15 दिनों के भीतर स्पष्टीकरण देने की आवश्यकता है कि क्या अग्रिम का उपयोग उस उद्देश्य के लिए किया गया है जिसके लिए धन निकालने की मंजूरी दी गई थी। यदि संस्वीकृति प्राधिकारी 15 दिनों की उक्त अवधि के भीतर अभिदाता द्वारा दिए गए स्पष्टीकरण से संतुष्ट नहीं है, तो मंजूरी देने वाला प्राधिकरण अभिदाता को फंड में संबंधित राशि को तुरंत चुकाने का निर्देश देगा या अभिदाता के अवकाश पर होने पर भी उसकी परिलब्धियों में से एक राशि की कटौती द्वारा डिफॉल्ट रूप से राशि वसूल करने का आदेश देगा। यदि चुकाई जाने वाली कुल राशि अंशदाता की परिलब्धियों के आधे से अधिक है, तो वसूली मासिक किस्तों में तब तक की जाएगी जब तक कि उसके द्वारा पूरी राशि का भुगतान नहीं कर दिया जाता है।

### **विनियम - 18 : अप्रतिदेय निकासी**

सब्सक्राइबर को किसी भी समय आहरण की अनुमति दी जा सकती है बशर्ते श्रेणी-I, श्रेणी-II के कर्मचारियों के मामले में अध्यक्ष या उपाध्यक्ष द्वारा अनुमोदन किया जाएगा तथा श्रेणी - III व श्रेणी - IV कर्मचारियों के मामले में वित्तीय सलाहकार व मुख्य लेखा अधिकारी या महाप्रबंधक वित्त, एचडीसी द्वारा अनुमोदन किया जाएगा।

क) अभिदाता की पन्द्रह वर्ष की सेवा (सेवा की टूटी हुई अवधि, यदि कोई हो, सहित) के पूरा होने के बाद या अधिवर्षिता पर उसकी सेवानिवृत्ति की तारीख से पहले दस वर्ष के भीतर, जो भी पहले हो। निधि में उसके खाते में जमा राशि से, निम्नलिखित उद्देश्यों में से एक या अधिक के लिए, अर्थात् -

(e) उच्च शिक्षा की लागत को पूरा करना, जहां आवश्यक हो, निम्नलिखित मामलों में अभिदाता या अभिदाता के किसी भी बच्चे के यात्रा व्यय सहित, अर्थात्।

(iii) हाई स्कूल स्तर से परे शैक्षणिक, तकनीकी, व्यावसायिक या व्यावसायिक पाठ्यक्रम के लिए भारत के बाहर शिक्षा के लिए; और

- (iv) हाई स्कूल से आगे भारत में किसी भी चिकित्सा, इंजीनियरिंग या अन्य तकनीकी या विशेष पाठ्यक्रम के लिए;
- (f) अभिदाता या उसके पुत्र पुत्रियों, और वास्तव में उस पर निर्भर किसी अन्य महिला संबंध के सगाई/विवाह के संबंध में व्यय को पूरा करना;
- (g) बीमारी के संबंध में खर्चों को पूरा करना, जहां आवश्यक हो, अभिदाता और उसके परिवार के सदस्यों या वास्तव में उस पर निर्भर किसी व्यक्ति के यात्रा व्यय सहित;
- (h) टिकाऊ उपभोक्ता वस्तुओं जैसे टीवी, वीसीआर/वीसीपी, वाशिंग मशीन, कुकिंग रेंज, गीजर, कंप्यूटर आदि की लागत को पूरा करना।

ख) अंशदाता की सेवा के दौरान निम्नलिखित उद्देश्यों में से एक या अधिक के लिए निधि में उसके खाते में जमा राशि से, अर्थात् -

- (g) अपने निवास के लिए एक उपयुक्त घर या तैयार फ्लैट का निर्माण या अधिग्रहण करना जिसमें साइट की लागत या राज्य आवास बोर्ड या हाउस बिल्डिंग सोसाइटी द्वारा पायलट या फ्लैट के आवंटन के लिए कोई भुगतान शामिल है;
- (h) अपने निवास के लिए एक उपयुक्त घर या तैयार फ्लैट बनाने या प्राप्त करने के लिए स्पष्ट रूप से लिए गए ऋण के कारण बकाया राशि चुकाना;
- (i) अपने निवास के लिए घर बनाने के लिए घर की साइट खरीदना या इस उद्देश्य के लिए स्पष्ट रूप से लिए गए ऋण के कारण कोई बकाया राशि चुकाना;
- (j) सब्सक्राइबर द्वारा पहले से ही स्वामित्व या अधिग्रहित घर या फ्लैट में पुनर्निर्माण या परिवर्धन या परिवर्तन करना;
- (k) पुश्तैनी घर या सहायता या ऋण से बने घर का नवीनीकरण, परिवर्धन या परिवर्तन या रखरखाव;
- (l) क्लॉज (सी) के तहत खरीदी गई साइट पर घर बनाना।

(सी) किसी भी उद्देश्य से जुड़े बिना, फंड में क्रेडिट के लिए जमा राशि से सब्सक्राइबर की सेवानिवृत्ति या अधिवर्षिता की तारीख से पहले बारह महीने के भीतर।

**नोट-1** क्लॉज (बी) के सब-क्लॉज (ए), (डी), (ई) या (एफ) के तहत निकासी तभी मंजूर की जाएगी, जब सब्सक्राइबर ने बनाए जाने वाले घर या उसमें परिवर्द्धन या परिवर्तन संबंधी प्लान उस क्षेत्र के जहां घर स्थित है के स्थानीय नगरपालिका निकाय द्वारा विधिवत अनुमोदित हो और केवल उन मामलों में जहां प्लान को वास्तव में अनुमोदित किया जाना है।

**नोट-2** क्लॉज (B) के उप-क्लॉज (b) के तहत स्वीकृत निकासी की राशि उप-क्लॉज (बी) के तहत पिछले निकासी की राशि के साथ आवेदन की तिथि को पिछली निकासी की राशि से शेष राशि के 3/4 वें से अधिक नहीं होगी। अनुसरण किया जाने वाला सूत्र 3/4 वां है (तारीख के अनुसार शेष राशि और संदर्भाधीन घर की पिछली निकासी की राशि से पिछली निकासी की राशि घटाएं)।

**नोट-3** क्लॉज (बी) के सब-क्लॉज (ए) या (डी) के तहत निकासी की भी अनुमति दी जाएगी, जहां घर का स्थान या घर पत्नी या पति के नाम पर है, बशर्ते वह भविष्य निधि प्राप्त करने वाला सब्सक्राइबर द्वारा पहला नामांकित व्यक्ति हो।

**नोट-4** इस विनियम के तहत एक ही उद्देश्य के लिए केवल एक निकासी की अनुमति होगी। किन्तु विभिन्न बच्चों की शादी अथवा शिक्षा या अलग-अलग समय पर बीमारी या घर या फ्लैट में परिवर्द्धन या परिवर्तन जो उस क्षेत्र के क्षेत्रीय म्यूनिसिपल निकाय से विधिवत अनुमोदित नए प्लान के अनुरूप हो जहां घर या फ्लैट स्थित है; को एक ही उद्देश्य के लिए नहीं माना जाएगा। उसी घर को पूरा करने के लिए उप-खंड (ए) या (एफ) या खंड (बी) के तहत दूसरी या बाद की निकासी को नोट-2 के तहत निर्धारित सीमा तक अनुमति दी जाएगी।

**नोट-5** इस विनियम के अंतर्गत निकासी स्वीकृत नहीं की जाएगी यदि विनियम 15 के अंतर्गत एक ही उद्देश्य के लिए और एक ही समय में अग्रिम स्वीकृत किया जा रहा है।

**अप्रतिदेय निकासी के लिए शर्तें:**

(II) विनियम 18 में निर्दिष्ट एक या एक से अधिक उद्देश्यों के लिए एक अभिदाता द्वारा किसी भी समय निकाली गई कोई भी राशि खंड (ए) के तहत निकासी के मामले में निधि में उसके जमा शेष के 75% और विनियम 18 के खंड (बी) के तहत निकासी के मामले में उसके निधि में जमा शेष का 90% से अधिक नहीं होगी।

(II) विनियम 18सी के तहत स्वीकार्य निकासी निधि में अभिदाता के क्रेडिट में जमा राशि के 90% से अधिक नहीं होगी।

(III) एक अभिदाता जिसे विनियम 18 के तहत फंड से पैसे निकालने की अनुमति दी गई है, क्लॉज (ए) के तहत निकासी के मामले में 3 महीने की अवधि के भीतर और क्लॉज (बी) के तहत निकासी के मामले में 6 महीने की अवधि के भीतर स्वीकृति प्राधिकारी को संतुष्ट करेगा, कि पैसे का उपयोग उस उद्देश्य के लिए किया गया है जिसके लिए इसे वापस लिया गया था या घर का निर्माण शुरू किया जा चुका है और यदि वह ऐसा करने में विफल रहता है तो वह पूरी राशि या इतनी राशि जो इस उद्देश्य के लिए उपयोग नहीं की गई है, उसे तुरंत निधि में सब्सक्राइबर द्वारा एकमुश्त चुकाया जाएगा और इस तरह के भुगतान में चूक होने पर, सब्सक्राइबर अनुशासनात्मक कार्रवाई के लिए उत्तरदायी होगा।

(IV) एक अभिदाता जिसे विनियम 18 के खंड (एन) के उप-खंड (ए) या उप-खंड (बी) या उप-खंड (सी) के तहत अनुमति दी गई है कि वह अपने खाते में जमा राशि से पैसे निकाल सकता है, वह अनुमोदन प्राधिकारी के पूर्व अनुमति के बिना उठाई गई राशि से बिक्री के जरिए, बंधक के जरिए (श्यामा प्रसाद मुखर्जी पोर्ट कोलकाता प्राधिकरण के अतिरिक्त) उपहार, विनिमय द्वारा किसी भी तरह से निर्मित या अधिग्रहित घर या घर की साइट की खरीद का हिस्सा नहीं होगा।

बशर्ते कि निम्न स्थितियों में ऐसी अनुमति के लिए आवश्यक नहीं होगी -

- iii. घर या घर-स्थल को पट्टे पर दिए जाने की कोई भी शर्त तीन साल की अवधि से अधिक नहीं हो, या
- iv. इसे हाउस बोर्ड, राष्ट्रीयकृत बैंकों, जीवन बीमा निगम या केंद्र सरकार के स्वामित्व या नियंत्रण वाले किसी अन्य निगम के पक्ष में गिरवी रखा जा रहा है, जो नए घर के निर्माण के लिए या किसी मौजूदा घर में परिवर्धन या परिवर्तन करने के लिए ऋण देता है।
- iii. अभिदाता हर साल दिसंबर के 31 वें दिन तक एक घोषणा प्रस्तुत करेगा कि क्या घर या घर-स्थल, जैसा भी मामला हो, उसके कब्जे में है या उसे गिरवी रखा गया है या किराए पर पूर्वोक्त के रूप में अन्यथा स्थानांतरित किया गया है और, यदि आवश्यक

हो, तो उस प्राधिकरण द्वारा उस संबंध में निर्दिष्ट तिथि पर या उससे पहले मूल बिक्री, बंधक या पट्टा विलेख और उन दस्तावेजों को भी प्रस्तुत करना होगा, जिन पर संपत्ति के लिए उसका मालिकाना हक आधारित है।

- iv. यदि, अपनी सेवानिवृत्ति से पहले किसी भी समय, अभिदाता मंजूरी देने वाले प्राधिकारी की पूर्व अनुमति प्राप्त किए बिना घर या घर-स्थल के कब्जे के हिस्से को भाग करता है, तो वह तुरंत उसके द्वारा उठाई गई एकमुश्त राशि फंड को वापस कर देगा, और इस तरह के पुनर्भुगतान के चूक होने पर, अभिदाता अनुशासनात्मक कार्रवाई के लिए उत्तरदायी होगा। विनियम 18(बी) के तहत निकासी की विस्तृत प्रक्रिया परिशिष्ट-1 के रूप में संलग्न है

## अध्याय-VI - विकल्प और स्थानांतरण या निधि

### विनियम -19: अभिदाता का खाता

प्रत्येक अभिदाता के लिए मासिक सदस्यता और उस पर ब्याज को दर्शाता पृथक खाता प्रत्येक अभिदाता के लिए रखे जाएंगे।

### विनियम-20 : अन्य सेवा से स्थानान्तरण

एक कर्मचारी जो किसी भी सरकारी, रेलवे, बंदरगाह प्राधिकरण या अर्ध-सरकारी निकाय से श्यामा प्रसाद मुखर्जी पोर्ट, कोलकाता की सेवा में शामिल हो गया है, जिसमें वह सेवा के ब्रेक के बिना भविष्य निधि के अभिदाता थे, यदि वह चाहे तो, शामिल होने की तिथि पर, उक्त भविष्य निधि में इस निधि में स्थानांतरित की गई राशि को अपने खाते में जमा कर सकता/सकती है।

## अध्याय-VII - भविष्य निधि देय राशि का निपटान

### विनियम - 21: सेवा छोड़ने पर ग्राहकों को भुगतान।

ब्याज सहित निधि में जमा राशि का भुगतान उसकी सेवानिवृत्ति, सेवा छोड़ने या मृत्यु के बाद यथाशीघ्र किया जाएगा। भुगतान की निविदा की तारीख से पहले कैलेंडर माह के अंत तक उसके खाते में ब्याज जमा किया जाएगा।

बशर्ते कि सब्सक्राइबर के नियंत्रण से बाहर की परिस्थितियों या निपटान करने में प्रशासनिक देरी के कारण होने वाली देरी के मामले में, ब्याज उस महीने के बाद 1 (एक) वर्ष के अंत तक उसके खाते में जमा होता रहेगा जिसमें ऐसी राशि देय हो जाती है।

### विनियम - 22: अंशदाता के बकाये का भुगतान।

जब विनियम 21 के अनुसार निधि में अंशदाता का संचय देय हो जाता है, तो वरिष्ठ लेखा अधिकारी राशि का निपटान निम्नानुसार करेगा:-

अभिदाता के बकाए का भुगतान

(3) अभिदाता को भुगतान किया जाना या

(4) यदि अभिदाता की मृत्यु हो जाती है, निम्नलिखित तरीके से भुगतान प्राप्त करने के हकदार व्यक्ति या व्यक्तियों को भुगतान: -

(d) यदि विनियम 11 के तहत एक वैध नामांकन मौजूद है, तो नामांकन से संबंधित राशि या उसके हिस्से का भुगतान नामांकित व्यक्ति को या उसकी ओर से भुगतान प्राप्त करने के लिए कानून द्वारा अधिकृत व्यक्ति को किया जाएगा।

(e) यदि कोई वैध नामांकन मौजूद नहीं है या यदि नामांकन केवल राशि के एक हिस्से से संबंधित है, बशर्ते कि पूरी राशि या उसका हिस्सा जिससे नामांकन संबंधित नहीं है, रुपये 5,000/- से अधिक नहीं है और सदस्य की मृत्यु के एक महीने के भीतर इस तरह की राशि का निपटान करने वाली वसीयत का अस्तित्व और इसे साबित करने का इरादा वरिष्ठ लेखा अधिकारी को नहीं दिया जाता या यदि इस तरह की सूचना दी जाती है लेकिन ऐसी वसीयत की जांच मृत्यु से छह महीने के भीतर नहीं की जाती है तो ऐसी राशि को भविष्य निधि अधिनियम, 1925 (1925 का XIX) की धारा 4(1)(बी) के अनुसार ऐसी राशि का भुगतान अध्यक्ष या किसी उपाध्यक्ष के सामने पेश होने वाले किसी भी व्यक्ति को किया जाएगा जो प्राप्त करने का हकदार होगा।

(f) यदि उपरोक्त खंड (i) या (ii) के तहत किसी व्यक्ति को राशि देय नहीं है, तो इसका भुगतान प्रोबेट या प्रशासनिक पत्र प्रस्तुत करने वाले व्यक्ति को किया जाएगा जो मृत अभिदाता की संपत्ति या प्रमाण के लिए प्रशासन के अनुदान को साबित करता है या भविष्य निधि अधिनियम, 1925 की धारा 4(1)(c)(ii) के संदर्भ में भारतीय उत्तराधिकार अधिनियम, 1925 (1925 का XXXIX) के तहत दिया जाता है।

### **विनियम - 23 : अवयस्कों को भुगतान**

नाबालिग बच्चों की ओर से भुगतान अभिभावक और वार्ड अधिनियम, 1890 (1890 का VIII) के तहत नियुक्त उनके अभिभावक या कानून द्वारा अधिकृत अन्य व्यक्ति को किया जाएगा। बशर्ते हिंदू अवयस्कों की ओर से मां को और मुस्लिम अवयस्कों की ओर से पैतृक दादा को संरक्षकता प्रमाणपत्र प्रस्तुत किए बिना भुगतान किया जा सकता है।

## **विनियम-24: पागलों को भुगतान।**

यदि कोई अभिदाता / व्यक्ति जिसे इन विनियमों के तहत भुगतान किया जाना है या पॉलिसी को फिर से सौंपा जाना है, पागल है, भारतीय पागलपन अधिनियम, 1912 (1912 का IV) के तहत नियुक्त प्रबंधक को भुगतान या रीअसाइनमेंट किया जाएगा या विधि द्वारा अधिकृत किसी अन्य व्यक्ति को।

## **विनियम - 25 : जब्ती से प्रतिरक्षा।**

भविष्य निधि अधिनियम, 1925 (1925 का XIX) की धारा 3 के प्रावधानों के अधीन, न तो कोई अभिदाता और न ही उसकी ओर से कोई व्यक्ति या फंड में उसकी हित के संदर्भ में, निधि के खाते में अभिदाता के नाम में किसी जमा राशि की भुगतान की मांग अथवा दावे की पात्रता इन विनियमों द्वारा स्पष्ट रूप से दिए अनुसार प्रतिरक्षित होगी।

## **अध्याय-VIII - विविध**

### **विनियम-26 : विनियमों की व्याख्या, नियमों की व्याख्या**

इन विनियमों से उत्पन्न सभी प्रश्नों पर अध्यक्ष, श्यामा प्रसाद मुखर्जी पोर्ट, कोलकाता का निर्णय अंतिम होगा।

### **नियमन - 27:**

- (2) इन विनियमों के प्रारंभ होने पर, श्यामा प्रसाद मुखर्जी पोर्ट, कोलकाता गैर-अंशदायी भविष्य निधि नियम या इस तरह के प्रारंभ से ठीक पहले लागू आदेश, जहां तक इन विनियमों में निहित किसी भी मामले के लिए प्रदान करता है, कार्यकारी नहीं होगा।
- (3) कोई भी मामला जो इन नियमों के शुरू होने से पहले सेवानिवृत्त हुए एक अभिदाता के भविष्य निधि बकाया के निपटान से संबंधित है, पुराने नियम के प्रावधानों के अनुसार निपटाया जाएगा, जैसे कि ये नियम नहीं बनाए गए थे।
- (3) उप-विनियम (2) के प्रावधान के अधीन, पुराने नियम के तहत की गई कोई भी कार्रवाई या की गई कोई भी कार्रवाई इन विनियमों के संबंधित प्रावधानों के तहत की गई या की गई मानी जाएगी।

**नोट:-** कलकत्ता पोर्ट ट्रस्ट कर्मचारी (गैर-अंशदायी भविष्य निधि) विनियम, 1988 को केंद्र सरकार द्वारा जीएसआर संख्या 667 (ई) दिनांक 1 जून, 1988 द्वारा स्वीकृत किया गया था और भारत के राजपत्र (असाधारण) में प्रकाशित किया गया था। 1 जून, 1988 से पहले संशोधन विनियमों को सरकार द्वारा अनुमोदित किया गया था और 25 सितंबर, 2000 को जीएसआर संख्या 745 द्वारा भारत के राजपत्र असाधारण में प्रकाशित किया गया था।

जीएसआर 49(ई), दिनांक 3 फरवरी, 2006 को द्वारा भारत के राजपत्र असाधारण में प्रकाशित किया गया था।

\* पहले संशोधन नियमों द्वारा डाला/प्रतिस्थापित/हटाया गया।

**कलकत्ता पोर्ट ट्रस्ट  
गैर-अंशदायी भविष्य निधि  
का  
परिशिष्ट-1**

**विनियम  
(विनियम 18 देखें)**

गृह निर्माण के उद्देश्य के लिए पीएफ राशि के आहरण के संबंध में अपनाई जाने वाली प्रक्रिया।

निकासी निम्नलिखित उद्देश्यों के लिए हो सकती है:

- V. भूमि की खरीद जिसमें उस पर मकान बनाने की लागत भी शामिल है।
- VI. एक उपयुक्त तैयार घर या एक फ्लैट का अधिग्रहण।
- VII. घर या फ्लैट लेने हेतु, लिए गए कर्ज की अदायगी।
- VIII. अभिदाता के स्वयं के घर या फ्लैट या उसके पैतृक घर के पुनर्निर्माण या परिवर्धन या परिवर्तन के लिए व्यय।

उपरोक्त मदों के तहत निकासी को मंजूरी देने से पहले, कलकत्ता पोर्ट ट्रस्ट को प्रेसीडेंसी मजिस्ट्रेट, कलकत्ता के समक्ष अंशदाता हस्ताक्षर और पुष्टि करते हुए घोषणा संलग्न करें और निम्नलिखित दायित्वों को पूरा करें :

(B) पुनः मद- 1

(d) श्यामा प्रसाद मुखर्जी पोर्ट, कोलकाता को संतुष्ट करना चाहिए कि संपत्ति खरीदने के लिए वास्तव में राशि की आवश्यकता है और जिस साइट पर घर बनाने का प्रस्ताव है, उस पर निर्माण करने का अधिकार उसके पास है या प्राप्त करने का इरादा रखता है।

(e) उसे श्यामा प्रसाद मुखर्जी पोर्ट, कोलकाता को इस बात से संतुष्ट करना चाहिए कि निकाली गई राशि और ऐसी अन्य निजी बचत जो अभिदाता के पास हो सकती है, प्रस्तावित प्रकार की संपत्ति को पूरा करने के लिए पर्याप्त होगी।

(f) उसे श्यामा प्रसाद मुखर्जी पोर्ट, कोलकाता को मूल मालिकाना विलेख प्रस्तुत करके संतुष्ट करना चाहिए या अन्यथा श्यामा प्रसाद मुखर्जी पोर्ट, कोलकाता द्वारा निर्देशित किया जा सकता है कि वह खरीदे जाने के लिए प्रस्तावित संपत्ति के लिए बिक्री योग्य भार रहित और निर्विवाद टाइटिल प्राप्त करेगा।

(g) उन्हें श्यामा प्रसाद मुखर्जी पोर्ट, कोलकाता के निरीक्षण के लिए ऋण के अनुदान से एक सप्ताह के भीतर बिक्री के समझौते (बायनापात्रा) और खरीद के पूरा होने से एक पखवाड़े के भीतर हस्तांतरण-पत्र विलेख प्रस्तुत करना चाहिए।(हस्तांतरण-पत्र की प्रस्तुति तभी संभव होगी जब श्यामा प्रसाद मुखर्जी पोर्ट, कोलकाता द्वारा स्वीकृत ऋण से संपत्ति खरीदी जाएगी)।

(e) उसे प्रस्तावित भवन की सेंकशन प्लान और स्थानीय प्राधिकारी से परमिट प्राप्त करना चाहिए, जहां आवश्यक हो निर्माण सामग्री की खरीद यथा नियंत्रित दरों पर की जाएगी ।

(f) इस संबंध में कलकत्ता पोर्ट ट्रस्ट को जो भी लागत या व्यय करना पड़ सकता है, उसे वहन करना चाहिए।

(बी) पुनः मद ॥

ऊपर A के (a), (b), (c), (d) और (f) के रूप में।

(सी ) पुनः मद ॥

उसे श्यामा प्रसाद मुखर्जी पोर्ट, कोलकाता को दस्तावेज़ और कागजात प्रस्तुत करते हुए संतुष्ट करना चाहिए कि वह अपने उपयोग के लिए भवन या घर /फ्लैट के अधिग्रहण के लिए, लिए गए निर्वाही ऋण का समुचित प्रयोग किया गया है।

श्यामा प्रसाद मुखर्जी पोर्ट, कोलकाता  
गैर-अंशदायी भविष्य निधि  
नामांकन प्रपत्र (विनियमन-11(बी) देखें)

प्रपत्र -I

पिछले नामांकन का विवरण \_\_\_\_\_

व्यक्तिगत खाते में नोट किया गया  
\_\_\_\_\_

नाम.....पदनाम..... पीएफ ए/सी नं.....

मैं, एतद्वारा घोषणा करता हूँ कि मेरी मृत्यु की स्थिति में श्यामा प्रसाद मुखर्जी पोर्ट, कोलकाता के गैर-अंशदायी भविष्य निधि में मेरे खाते में जमा राशि मेरे आश्रितों के बीच उनके नाम के सामने दिखाए गए तरीके से वितरित की जाएगी।

नामांकित व्यक्तियों के नाम (बड़े अक्षरों में)	नामांकित व्यक्तियों का पता	अंशदाता के साथ संबंध	नामांकन की तिथि को नामिती की आयु	राशि या संचय का हिस्सा

स्थान.....

दिनांक.....

अंशदाता के हस्ताक्षर

(3) नाम.....पता.....व्यवसाय.....हस्ताक्षर .....

(4) नाम.....पता.....व्यवसाय.....हस्ताक्षर .....

**नोट:** नामांकन मान्य नहीं होगा यदि नामिती 'आश्रित' नहीं है जैसा कि विनियम 3(जी) में परिभाषित किया गया है अर्थात् (ए) पुरुष अभिदाता या पत्नी, माता-पिता, बच्चे नाबालिग, भाई, अविवाहित बहन और मृतक के मामले में पुत्र की विधवा और जहां अंशदाता के माता-पिता 'नहीं' जीवित हैं, दादा-दादी और (2) महिला अभिदाता के मामले में पति, संतान, मृतक पुत्र की विधवा और बच्चे, उसके आश्रित माता-पिता और उसके पति के माता-पिता।

फार्म -II  
परिशिष्ट द्वितीय

श्यामा प्रसाद मुखर्जी पोर्ट, कोलकाता  
गैर-अंशदायी भविष्य निधि  
प्रपत्र - II [विनियम 11(सी) देखें]  
नामांकन रद्द करने की सूचना का प्रपत्र

नाम.....

पद.....

भविष्य निधि खाता सं.....

मेरी मृत्यु की स्थिति में, श्यामा प्रसाद मुखर्जी पोर्ट, कोलकाता गैर-अंशदायी भविष्य निधि में मेरे खाते में जमा राशि के निपटान के संबंध में ..... के पक्ष में की गई घोषणा को मैं एतद्वारा रद्द करता हूं।

साक्षी के रूप में -  
दिनांक :

हस्ताक्षर\_\_\_\_\_

गवाह: हस्ताक्षर\_\_\_\_\_

पता\_\_\_\_\_

व्यवसाय\_\_\_\_\_

गवाह: हस्ताक्षर\_\_\_\_\_

पता\_\_\_\_\_

व्यवसाय\_\_\_\_\_

वरिष्ठ लेखा अधिकारी (भविष्य निधि)

आवश्यक कार्रवाई हेतु अग्रेषित किया गया

हस्ताक्षर\_\_\_\_\_

तारीख\_\_\_\_\_

पदनाम -----

# श्यामा प्रसाद मुखर्जी पोर्ट, कोलकाता

सं०एसएमपीके/04/2023-24

## अधिसूचना

कोलकाता राजपत्र, असाधारण

महापत्तन प्राधिकरण अधिनियम, 2021 की धारा 27(1) के संदर्भ में; पत्तन, जहाजरानी और जलमार्ग मंत्रालय (एमओपीएसडब्ल्यू) ने महापत्तन प्राधिकरणों को मौजूदा टर्मिनल ऑपरेटरों / पीपीपी रियायत-ग्राहियों के टैरिफ तय करने पर विचार करने का निर्देश दिया है, जो 'टैम्प' के 2005 और 2019 टैरिफ दिशानिर्देशों द्वारा शासित थे।

2. मौजूदा बीओटी ऑपरेटर, टीएम इंटरनेशनल लॉजिस्टिक्स लिमिटेड (टीएमआईएल) के दर-मान की वैधता 18 जुलाई, 2023, को समाप्त हो गई है। टीएमआईएल ने 28 अगस्त, 2023 के पत्र के माध्यम से पोर्ट, से अनुरोध किया है कि उनके दर-मान की वैधता को इसके समाप्ति के बाद छह महीने के लिए बढ़ाया जाए, अथवा उस अवधि तक जब तक नए दर-मान को इंडेक्सेशन के अधीन मंजूरी दे दी जाती है और उन्होंने यह भी अनुरोध किया कि नए दरमान तैयार करने के लिए अपनाई जाने वाली प्रक्रिया से अवगत कराया जाए।

3. वर्तमान में टैम्प द्वारा वर्ष 2005 और 2019 में जारी पूर्ववर्ती टैरिफ दिशानिर्देशों, द्वारा शासित मौजूदा बीओटी ऑपरेटरों के टैरिफ निर्धारण के लिए कोई टैरिफ दिशानिर्देश नहीं हैं। ऐसे दिशानिर्देशों के अभाव में न तो बीओटी ऑपरेटर टैरिफ निर्धारण के लिए अपना प्रस्ताव प्रस्तुत करने की स्थिति में हैं और न ही पोर्ट टैरिफ प्रस्ताव की जांच करने और उसे तय करने की स्थिति में है।

4. चूंकि टैरिफ वैधता में शून्यता नहीं हो सकती, इसलिए उनके दरों के पैमाने के बढ़ाए जाने के लिए टीएमआईएल के प्रस्ताव पर पोर्ट द्वारा विचार किया जाना आवश्यक है।

5. तदनुसार, महापत्तन प्राधिकरण अधिनियम 2021 की धारा 27 के तहत प्रदत्त शक्ति के साथ-साथ उक्त अधिनियम की धारा 53 के तहत, इस संबंध में एमओपीएसडब्ल्यू द्वारा दिए गए निर्देश का प्रयोग करते हुए श्यामा प्रसाद मुखर्जी पोर्ट, कोलकाता (एसएमपीके) के बोर्ड टीएमआईएल के आवेदन के आधार पर, संकल्प संख्या आर/640/एचडीसी/एफआईएन/3/10/2023 दिनांक 06 अक्टूबर 2023 के तहत सभी टैरिफ तत्वों पर इंडेक्सेशन के साथ, 18 जुलाई, 2023 से छह महीने की अवधि के लिए (यानी 17 जनवरी, 2024 तक) अपने दर-मान की वैधता को विस्तार देता है। ।

श्यामा प्रसाद मुखर्जी पोर्ट, कोलकाता महापत्तन प्राधिकरण के बोर्ड के आदेश से

# **SYAMA PRASAD MOOKERJEE PORT, KOLKATA**

No. SMPK/04/2023-24

## **NOTIFICATION**

### **The Kolkata Gazette, Extraordinary**

In terms of Section 27(1) of Major Port Authorities Act, 2021, Ministry of Ports, Shipping & Waterways (MoPSW) has directed Major Port Authorities to consider fixing tariff of existing Terminal operators / PPP concessionaires who were governed by 2005 and 2019 Tariff Guidelines of TAMP.

2. Validity of Scale of Rates of existing BOT operator TM International Logistics Limited (TMILL) has expired on July 18, 2023. TMILL has requested port, vide letter dated August 28, 2023, to extend the validity of their Scale of rates for six months after expiry of its validity or till such period the new rates are approved, subject to indexation, and also requested Port to inform the procedure to be followed for framing the new Scale of Rates.

3. Presently there are no Tariff Guidelines for fixation of tariff of existing BOT operators governed by erstwhile Tariff Guidelines of 2005 & 2019 issued by TAMP. In absence of such guidelines, neither the BOT Operators are in a position to submit their proposal for tariff fixation nor port is in a position to examine and fix the tariff proposal.

4. As there cannot be void in the tariff validity, the proposal of TMILL for extension of their Scale of rates is required to be considered by port.

5. Accordingly, in exercise of power conferred under section 27 of Major Port Authorities Act 2021 as well as direction given by MoPSW in this regard under section 53 of the said Act, the Board of Syama Prasad Mookerjee Port, Kolkata (SMPK) based on application of TMILL, hereby extends the validity of their Scale of Rates for a period of six months from July 18, 2023 (i.e. till January 17, 2024) with indexation on all tariff elements vide Resolution No. R/640/HDC/FIN/3/10/2023 dated October 06, 2023.

**By order of Board of Major Port Authority for  
Syama Prasad Mookerjee Port, Kolkata**