

GOVERNMENT OF ANDHRA PRADESH
ENVIRONMENT, FORESTS, SCIENCE & TECHNOLOGY (SEC.V) DEPARTMENT



Memo.No.EFS01-FRST0FSER/50/2023-SEC-V, dated.30.09.2023

Sub:- EFS & T Department - Establishment - Setting up a new welfare scheme called "SANJEEVANI" - AP Forest Department Employees' Benevolent & Thrift Deposit Fund for all regular employees of Forest Department, Andhra Pradesh - Permission - Accorded..

Ref:- 1.G.O.Ms.No.225, Food and Agriculture (Forest) Department, dated 16.03.1963.
2. From the Principal Chief Conservator of Forests & HoFF, Andhra Pradesh, Mangalagiri, Lr.Rc.No.95/2018/FUO, dated 14.02.2023, 09.06.2023 and 10.08.2023.

In the circumstances reported by the Principal Chief Conservator of Forests & HoFF, Andhra Pradesh, Mangalagiri in the letter 2nd cited, after careful examination of the matter, the Government hereby accord permission to the Principal Chief Conservator of Forests & HoFF, Andhra Pradesh, Mangalagiri for setting up a new welfare scheme called "SANJEEVANI" - AP Forest Department Employees' Benevolent & Thrift Deposit Fund in lieu of existing Forest Benevolent Fund scheme (which was permitted in the G.O. 1st cited) for all regular employees of Forest Department, Andhra Pradesh, subject to condition that there shall be no financial or any other commitment from Government side now or in future.

2. The Principal Chief Conservator of Forests & HoFF, Andhra Pradesh, Mangalagiri is requested to take necessary action in the matter accordingly.

PERLA PHALA CHANDRA RAO
ADDITIONAL SECRETARY TO GOVERNMENT

To/

The Principal Chief Conservator of Forests & HoFF, Andhra Pradesh, Mangalagiri.

Copy to:

The P.S. to Minister (E, FES&T, M&G).

The P.S. to Special Chief Secretary to Government.

SF/SC (Computer No.2014481).

// FORWARDED:: BY ORDER //

S. Raju
SECTION OFFICER

SANJEEVANI

**ANDHRA PRADESH FOREST DEPARTMENT
EMPLOYEES' BENEVOLENT AND THRIFT DEPOSIT FUND
(REGN. NO.404/2023)**



Bye LAWS

SANJEEVANI
ANDHRA PRADESH FOREST DEPARTMENT
EMPLOYEES' BENEVOLENT AND THRIFT DEPOSIT FUND
(Regd.no.404 /2023)

A society registered under Andhra Pradesh Societies' Registration Act, 2001 (Act 35/2001) under the title of "SANJEEVANI" for A. P. Forest Department Employees' benevolent and thrift deposit fund.

PREAMBLE

During the pandemic of 2020 and 2021, the Department has lost around 40 Forest officers. Owing to this, the bereaved families could not get any monetary relief but for regular pensionary benefits and only a meagre relief provided from Forest Benevolent Fund. The family members suffered a lot by losing their head of the family. In order to provide a relief to the immediate family members of the Forest officials who died in service, there is a need to provide social security and financial support. In view of the widespread desire among the employees that there shall be a social security scheme to take care of the welfare of the bereaved family members and with an objective to render immediate relief, the Andhra Pradesh Forest Department Employees' Benevolent and Thrift Deposit Fund called "SANJEEVANI" is formed and necessary Bye-laws are formulated for conduct of the Fund and approved by the Managing Committee.

1. SHORT TITLE:

The Bye-laws shall be called - the Andhra Pradesh Forest Department Employees' Benevolent and Thrift Deposit Fund hereinafter called the SANJEEVANI.

2. LOCATION:

The Office of the "SANJEEVANI" shall be situated in the office of the Prl. Chief Conservator of Forests & Head of Forest Force, Mangalagiri-522 503, Guntur district, Andhra Pradesh.

3. COMMENCEMENT AND APPLICATION:

- i) The Bye-laws shall come into force with effect from 1.12.2023.
- ii) The Bye-laws shall be applicable to-
 - a) All the regular Employees of the Forest Department will become members by default on payment of Admission fee & monthly subscription from their salary and remitted to Sanjeevani.
 - b) The regular Employees of the Forest Department who are on deputation working outside the Department, who send their contribution to "Sanjeevani".

- c) The regular Employees who are removed from service and re-instated into service by the order of Appellate Authority or Court will automatically become members subject to payment of all the dues.

iii) The Bye-Laws shall however be not applicable to -

Employees who are having lien in any other Department but working in the Forest Department on deputation/allotment.

4. OBJECTIVES:

THE OBJECTIVES OF SANJEEVANI SHALL BE -

- i. to promote co-operation and thrift among all the Members of the Association
- ii. to grant ex-gratia to the nominee of the Member who dies while in service;
- iii. to provide social security to members of SANJEEVANI by way of -
 - a) granting loans, with interest as fixed from time to time, to the Members for purchase of house-site or construction of house or purchase of ready built house / flat,
 - b) granting loans with interest for the purpose of marriage of self or children and higher education of children of the Members.
- iv. to provide any other support activity to the bereaved families.

5. DEFINITIONS:

a) DEPARTMENT means the "Andhra Pradesh Forest Department" inclusive of all units,

b) GENERAL BODY means the Members of the Managing Committee of the Association and the delegates nominated for the purpose as specified under Bye-law- 6,

c) MANAGING COMMITTEE means a Committee constituted by the Principal Chief Conservator of Forests and Head of Forest Force from the Members of the Association not exceeding nine persons,

d) SECRETARY / EXECUTIVE OFFICER means a person appointed as such by the Managing Committee,

e) MEMBERS Regular employees of the Forest Department who draw salary from 010-Salaries and working outside the Department on deputation or otherwise,

f) FAMILY means -

i) In case of a male member, wife, children, parents, widowed daughter-in-law, widowed daughter,

ii) In case of a female member, husband, children, parents, and widowed daughter-in-law, widowed daughter,

g) NOMINEE means a person nominated by the Member among the members of his / her family as stipulated under 5 (f) and as indicated in relevant rule (14),

h) SUBSCRIPTION means monthly contribution payable by the Member to the Sanjeevani,

i) CESSATION means cessation of membership of the Member on the event of Retirement / Resignation / Removal / Dismissal from the service or death of a Member of the Forest Department,

NOTE: A member who has not paid the subscription for a continuous period of three months for any reason, the membership of the member will cease. However, the Member may be re-inducted subject to the approval of the Managing Committee, on payment of due amounts to the Sanjeevani.

j) FUND means the money accrued by way of subscription and interest accrued or otherwise,

k) MATURITY BENEFIT means accumulated subscription of the Member of the Sanjeevani on cessation of membership,

l) EX-GRATIA means the amount payable to the nominee of the bereaved family member as decided by the Managing Committee.

6) GENERAL BODY:

A) The General Body shall be constituted by the Prl. Chief Conservator of Forests and Head of forest Force, Andhra Pradesh from the Members of SANJEEVANI.

The Prl. Chief Conservator of Forests and Head of forest Force, Andhra Pradesh shall have the power to remove or to nominate any member to the General Body and the decision of the Prl. Chief Conservator of Forests and Head of Forest Force, Andhra Pradesh shall be final and binding.

The Constitution of the General Body will be as follows:

- i) Four persons from each Circle from the rank of ABO to Dy.RO,
- ii) Two persons from each circle from the Ministerial & Class IV,
- iii) One FRO from each circle,
- iv) Two members to be nominated from the Head Office (irrespective of category),
- v) One Officer from each Office other than the above i to iv,
- vi) Members of the Managing Committee,
- vii) The term of the delegates to general body shall be three years, which should synchronize with the term of the Managing Committee.

B) Quorum: General Body shall meet once in a financial year in the month of October. The quorum prescribed for General Body is 2/3rd. If the quorum is not sufficient for two consecutive meetings, the decision taken at the 3rd General Body meeting shall be final and binding.

7. DUTIES AND FUNCTIONS OF GENERAL BODY

Functions of the General Body are -

- a) to approve the statement of accounts of previous year; and
- b) approval of the decisions of the Managing Committee which were not covered by the Bye-laws,
- c) to transact any other business usually done in an Annual General Body meeting by the Principal Chief Conservator of Forests and Head of Forest Force.

8. MANAGING COMMITTEE

i) Constitution of the Managing Committee:

a) Managing committee consists of the following:

| | | |
|---|--|-----------------|
| 1 | APCCF/PCCF (HR) | Chairman |
| 2 | Forest Utilization Officer | Secretary |
| 3 | Accounts Officer / DDO, O/o the PCCF & HoFF, AP, Guntur | Joint Secretary |
| 4 | One representative nominated by the IFS Officers' Association | Member |
| 5 | One representative nominated by the AP Forest Officers' Association | Member |
| 6 | One representative nominated by the AP Forest Range Officers' Association | Member |
| 7 | One representative nominated by the AP Junior Forest Officers' Association | Member |
| 8 | One representative nominated by the AP Forest Services' Association | Member |

Note: The Managing Committee members listed from Sl.no. 4 to 8 shall be elected / nominated by the respective Service Associations.

- b) The Managing Committee shall normally meet once in 6 months to discuss the fund position and also to redress the grievances, if any, received from the members. Five members of the Managing Committee present at such meetings shall form a quorum. In the absence of the Chairman, Secretary of the Managing Committee and in the absence of both the Chairman & Secretary, the Joint Secretary, will act as President of the Meeting. The President or the acting President shall have casting vote. In case of any exigency, the meeting can be called by the Chairman at short notice.

Note: In case of a disagreement / tie, to arrive at a decision by the Managing Committee, the decision of the Prl. Chief Conservator of Forests & HoFF shall be final and binding.

- c) The Managing Committee shall authorize the Secretary / Joint Secretary to open Bank Account, operate and draw the amounts of the Association by a Resolution.

(ii) Filling-up of vacancies:

- a) A member of the Managing Committee shall cease to be as such (a) if he / she absents himself / herself from three Managing Committee Meetings consecutively, without intimation or obtaining permission in writing, of the chairman; (b) if he/she resigns; (c) if he/she dies, (d) if he/she other-wise ceases to be a Member of the Sanjeevani for any reason whatsoever (e) if removed or disqualified by the Managing Committee.
- b) The Concerned Service Association shall nominate the Member in the vacancy caused by any reason or circumstances as specified in Sub-Clause (a).

(iii) Powers and Functions of the Managing Committee:

- a) The business and affairs of the Sanjeevani shall be conducted by the Managing Committee which shall have the control of all business carried on,
- b) The Managing Committee shall be the authority to administer the Sanjeevani and render prompt financial assistance to the nominee(s) of the deceased Members and its decision should be in the form of a resolution which is final,
- c) The Managing Committee on an application admit the employee of Forest Department as a member of the Association as stipulated under Bye-Law 3 (ii),
- d) The Managing Committee shall have the power to:
 - i) Grant Ex-gratia to the nominee of the Member in the manner herein after specified in By-Law 13 (iii),
 - ii) Grant loans to the Members for the purpose of marriage and education of the children of the Members as provided in Bye-Law13 (v),
 - iii) Grant loans to the Members for purchase of a house plot and construction of house or purchase of ready built house or flat as provided in Bye-Law 13(v),
- e) On an application made by the Member seeking loan for marriage of self, children and for higher education of the children, i.e., graduation and above up to 5.00 lakhs depending on the budget availability. Loan for marriage up to 2.00 lakhs for self or male children and 5.00 lakhs for female children. The interest rate will be 2% less than SBI bank interest at flat rate on that date of sanction. The repayment period will be 60 months or leftover service excluding last three months service. The outstanding amount pending as on the date of death of Member shall be written off. The loanee has to give an undertaking to recover the outstanding amount, if any, from the gratuity and other benefits that are to be paid to the member. Detailed guidelines shall be formulated before processing of Education & Marriage advances.

The Managing Committee may in its absolute discretion and having regard to the status of the Member and other relevant circumstances, grant appropriate loan, subject to the terms & conditions that may be imposed by the Managing Committee from time to time. The member who has completed of 3 years of service and the member must have 3 years leftover service is eligible for educational / marriage loan for their children.

- f) On an application made by the Member seeking loan for purchase of a plot, purchase of a ready built house or flat or construction of a house, the Managing Committee may in its discretion and having regard to the status of the Member and other relevant circumstances, grant appropriate loan, subject to the terms & conditions those may be imposed by the Managing Committee from time to time. 15 lakhs or at 20 months basic pay whichever is less for Category A and 30 lakhs or at 20 months basic pay whichever is less for Category B. The loans are categorized into two slabs as above and interest rate is prescribed @ 2% less than the SBI interest at flat rate at the time of sanction. The maximum recoverable period is basing on the leftover service or up to a maximum of 120 installments. The outstanding amount pending as on the date of death of member shall be written off. The loanee has to give an undertaking to recover the outstanding amount if any from the gratuity and other benefits that are to be paid to the member. Detailed guidelines shall be formulated before the sanctioning of HBA. The application shall be processed on first come-first serve basis which will be carried forward. The Member who has completed of 5 years of service and the Member must have 5 years leftover service is eligible for loan for House building either for purchase of a house plot, construction of house, purchase of ready built flat/house. If a member had already taken a loan from any other sources, he is not eligible for loan from the Association Fund.
- g) The loans referred to in clause (e) & (f) above may be offered by the Managing Committee, next in preference to the grant of Ex-Gratia and if, in the opinion of the Managing Committee, the funds do not permit any loans, it may reject the applications for such loans. Every individual is eligible for single loan at a time. Loan amount shall be restricted to, so that the liabilities/deductions should be less than 1/3 of gross salary.

9. CHAIRMAN OF THE MANAGING COMMITTEE:

He shall preside over all the Managing Committee Meetings. In the absence of the Chairman, the Secretary shall preside over the Meetings.

10. SECRETARY/EXECUTIVE OFFICER:

- i) The Secretary/Executive officer shall be appointed by the Managing Committee.
- ii) He shall be the authority to sue or to be sued on behalf of Sanjeevani and all bonds be executed in the name of the Secretary.

iii) Powers of the Secretary:

Subject to the general directions of the Managing Committee, the Secretary shall conduct the business of Sanjeevani. For this purpose, he shall exercise the following powers, namely;

- a) to convene the meetings of the Managing Committee,
- b) to institute, defend and conduct legal proceedings on behalf of Sanjeevani in Courts and other places;
- c) to manage the personnel taken for running the business of Association and to prescribe duties and ensure the maintenance of accounts of the Association,
- d) As per the directions of the Managing Committee to engage / outsource any person or discontinue his/her services and ensure proper discipline.

(iv) Duties and Functions of the Secretary:

- (a) Receive Membership applications from the Employees for admission,
- (b) Receive money on behalf of the Sanjeevani and sign all receipts for the money received,
- c) Pay all expenses incurred on behalf of Sanjeevani such as salaries of staff, legal expenses, charges on account of postage, telegrams, stationery, printing, advertisement, lighting, rent and refreshments or any other unforeseen expenses which shall be approved by the Managing Committee in the ensuing meeting,
- d) deposit all monies and other properties received on behalf of the Sanjeevani in such manner as the Managing Committee may decide,
- e) to ensure proper maintenance of accounts and accurate record of expenses,
- f) to place, from time to time, the statement of receipts and expenditure before the Managing Committee,
- g) to open Bank Accounts and operate as may be decided by the Managing Committee,
- h) the general correspondence to be made with regard to Sanjeevani,
- i) perform any other duties assigned to him by the Managing Committee.

11. FUNDS:

The Funds shall be spent only for achieving the objectives of Sanjeevani, and no portion thereof shall be paid or transferred directly or indirectly to any of its Members or anybody in violation of the objectives.

12. MANAGEMENT OF FUNDS:

i) All monies received towards Subscription from Members, return on investments and such other receipts shall be deposited in Bank Accounts or in such short-term deposits in a Scheduled Bank as may be decided by the Managing Committee from time to time.

(ii) The surplus funds of the Sanjeevani shall be invested in the following manner in the order of preference.

(a) Scheduled Bank;

(b) Any other manner considered fit by the Managing Committee, provided the investment is sponsored or secured by the State or Central Government or its sub-functionaries, having regard to the yield of income from the investments.

(iii) The interest earned on the subscriptions made by the Members and other revenues shall be apportioned between "Interest Liability" and provision for "Administration and Office Expenses" in such ratio as may be decided by the Managing Committee from time to time.

13. UTILISATION OF THE FUNDS:

i) The Managing Committee shall ensure that the funds, namely, the Corpus (the monthly Subscription of the Members), the Interest Liability and the Ex-gratia Fund shall be utilized for the purpose for which it is created,

(ii) Ex-gratia of Rs. 5.00 lakh (Rupees Five lakh only) shall be paid in case of death of a Member who subscribes Rs. 500/- (Rupees Five Hundred) per month to the nominees of the deceased. Similarly, Rs.10,00,000/- (Rupees Ten lakh only) will be paid in case of those who subscribe Rs. 1000/- (Rupees One thousand) per month. The subscription amount and ex-gratia will be decided by the General Body as and when required. The Member becomes eligible for the Ex-gratia after contributing the first monthly subscription.

In case of accidental death, group insurance policy for Rs.5.00 lakh (Rupees Five lakh) shall be taken for the members of Category A and Rs.10 lakh (Rupees Ten lakh) for members of Category B and the expenditure shall be met from the subscription amount,

(iii)The accumulated subscription along with the interest at the rate to be fixed by the Managing Committee from time to time, will be refunded to the Member when he ceases to be a member of the association whatever be the reasons. In case of deceased members, the refund of accumulated subscriptions will be given to the nominee along with the Ex-gratia,

(iv) The surplus funds available shall be used for sanction of loans with interest to the Members for purchase of house plot, ready built house / flat and construction of house and also to perform marriage of self or children and higher education (Graduation and above) of their children as decided by the Managing Committee from time to time.

14. NOMINATION:

- (i) Each Member shall make a nomination in the form prescribed conferring the right to receive the amount that may stand at the credit in the books of Sanjeevani in the event of his/her death and the nominee shall be a family Member as mentioned in the bye-laws,
- (ii) If a Member has a family at the time of making his nomination, the nomination shall be in favor of a person belonging to his family. Any nomination made by such Member in favor of a person not belonging to his family shall be invalid,
- (iii) If a member intends to change his nomination for any reasons, he may do so, with two witness signatures and the earlier nomination shall forthwith stand cancelled,
- (iv) Where the nomination is in favor of a minor, the Member may appoint Guardian from the family members as mentioned in the bye-laws.

15. ENROLLMENT FEE:

Each Member shall pay the Enrolment fee of **Rs.100/-** (Rupees Hundred only) at the time of his joining as a member and enrolment into the Association. The enrolment fee shall be recovered through his salary.

16. SUBSCRIPTION:

- i) Each Member shall pay the monthly Subscription which shall be recovered during the period of service from his salary every month at the rates mentioned here under or as may be decided by the Managing Committee from time to time,
 - (a) Rs.500/- (Rupees Five Hundred only) in respect of Employees in the Forest Department in the category-A: All non-gazetted and executive subordinates up to the category of Senior Assistant and Deputy Range Officer respectively,
 - (b) Rs.1000/- in respect of Employees in the category-B: i.e, All Gazetted Officers up to the cadre of Prl. Chief Conservator of Forests & Head of Forest Force and technical Officer.
- Note: if any member is elevated on promotion, he/she member may opt for switching over to the next category to which he/she is eligible to get the benefits after 3 years from the switching over to the next category except Ex-gratia. Once a member opts for higher category, subsequently the member cannot opt for reversion to lower category.
- c) Details like list of subscribers, accumulation of the fund, sanctions and recoveries shall be displayed on the web page created for this purpose.
 - i) Any subscription recovered from a person not covered under Bye-Law 3 (ii) is null & void. Such employees shall not be deemed as members of the scheme and no benefits shall be allowed.

NOTE: If the subscription is not recovered from any member for a continuous period of three months, for whatsoever the reason, membership will be on hold and the benefits shall not be extended. Membership will come into force only after paying the dues.

17. PAYMENT FROM ACCUMULATIONS IN THE SANJEEVANI:

The Managing Committee shall ensure prompt payment of ex-gratia or refund of subscription amount to the Members.

(a) REPAYMENT OF SUBSCRIPTION:

The monthly Subscription made by the Member while in service of the Department and standing at the credit of a Member in the books of the Sanjeevani shall be repaid on cessation of Membership in the manner as decided by the Managing Committee.

(b) In case of death of a Member, the accumulated monthly Subscription repayable to the Member shall be paid to the nominee.

(c) Payment of Interest: Simple interest on the accumulated subscription shall be paid from Interest accrued at the time of settlement as prescribed by the Managing Committee from time to time.

d) The statutory deductions, if any, shall be made from the payment of ex-gratia or interest paid on subscriptions.

18. AUDIT:

i) The Accounts of the Sanjeevani shall be audited once in a year by a Chartered Accountant appointed by the Managing Committee from time to time.

ii) The Balance Sheet (Income & Expenditure Account) and the Annual Administration Report of the Sanjeevani as adopted by the Managing Committee and approved by General Body shall be exhibited along with the Audit Report on the Notice Boards of all the Units of the Department for the information of Members, within 180 days of the close of the accounting year, namely 31st March of every year.

19. DISPUTES:

All proceedings legal or otherwise instituted against Sanjeevani will be subject to the jurisdiction of courts where the office of the Principal Chief Conservator of Forests & HoFF, AP exists.

20. AMENDMENTS:

No amendment or alteration of any of these Bye-laws shall be made unless it is voted by 2/3rd of Members in General Body meeting present.

21. DISSOLUTION:

(i) In case the Sanjeevani has to be wound-up, the Assets and Liabilities, lock, stock, and barrel shall be transferred to some other institution which has similar aims and objectives,

(ii) In the absence of any institution with similar aims and objectives, the Department shall discharge the duties and responsibilities of the Association in such manner as they deem fit, consistent with the aims and objectives and the funds shall be distributed to the Members of the Association basing on their credit statements,

(iii) The dissolution shall however be resorted to:

(a) When the General Body of the Sanjeevani recommends such a course of action.

(b) When the Department on its own motion comes to the conclusion that the working of the Sanjeevani is not in accordance with the aims and objectives of the Sanjeevani or is not discharging the duties entrusted to it.

Provided that the provisional conclusion of dissolution of the Sanjeevani communicated to the Managing Committee by the Department and its views, if any taken into consideration.