

FSL-037

# **GENERAL PROVIDENT FUND**

## **(Central Services) Rules**

**APPLICABLE TO THE FEDERAL CIVIL SERVANTS IN PAKISTAN**

*Corrected & Modified*

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In exercise of the powers conferred by sub-rule"(2)"of rule 33, rule 37, rule 42 and clause (d) of rule 44 of Civil Services (Classification, Control and Appeal) Rules and of his powers in respect of personnel serving under his control who have been excluded from the scope of the said Rules, and in supersession, subject to any express saving provisions contained in the rules made herewith of the existing rules regulating the General Provident Fund in their application to persons subject to the rule-making powers or control of the <sup>1</sup>Governor-General, the Governor-General has made the following rules :—

## **GENERAL PROVIDENT FUND (CENTRAL SERVICES) RULES**

### ***Short Title and Definitions***

#### **1.**

**(a)** These rules may be called the General Provident Fund (Central Services) Rules.

**(b)** They shall come into force on the 1st April, 1934.

#### **2.**

**(1)** In these rules:—

**(a) *Account Officer*** means such officer as may be appointed in this behalf by the Auditor-General of Pakistan.

**(b)** Except where otherwise expressly provided *emoluments* means 'pay, leave salary or subsistence grant as defined in the Fundamental Rules, and includes<sup>2</sup>[Pay in foreign exchange] converted at official rate of exchange. <sup>3</sup>[ ]

**(c) *Family means—***

**(i)** in the case of a male subscriber, the wife .or wives and children of a subscriber, and the widow, or widows, and children of a deceased son of the subscriber. .Provided that if a subscriber proves that his wife has been judicially separated from him or has ceased under the customary law of the community to which she belongs to be entitled to maintenance, she shall henceforth be deemed to be no longer a member of the subscriber's family in matters to which these rules relate, unless the subscriber subsequently indicates by express notification in writing to the Account Officer that she shall continue to be so regarded;

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

Provided that if a subscriber by .notification in writing to the Account Officer

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<sup>1</sup> [Now President]  
2847=70 Finance.

<sup>2</sup> Amended *vide* O.P.F.D. Notification No. F. 1(2) MLTC/82 dt. 18-8-1982

<sup>3</sup> Omitted *vide* O.P.F.D. Notification No. F. 2(56)-R. 8/72 dt. 4-12-1972.

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

**NOTE I.—Children means legitimate children.**

**NOTE II.—An adopted child shall be considered to be a child when the Account Officer, of if any doubt arises in the mind of the Account Officer, the Solicitor to the Government of Pakistan is satisfied that under the personal law of the subscriber, adoption is legally recognised as conferring the status of a natural child, but in this case only.**

- (d) **Fund** means the General Provident Fund.
- (e) **Leave** means any variety of leave recognised by the Fundamental Rules or the Civil Service Regulations.
- (f) **Year** means a Financial year.
- (g) <sup>1</sup>**Continuous Service** means service which includes all kinds of leave with or without pay and foreign service.
- (2) Any other expression used in these Rules which is defined either in the Provident Funds Act (XIX of 1925) or in the Fundamental Rules is used in the sense therein defined.
- (3) Nothing in these rules shall be deemed to have the effect of terminating the existence of the General Provident Fund as heretofore existing or of constituting any new Fund.

### **Constitution of the fund**

3. The Fund shall be maintained in Pakistan in rupees.
4. <sup>2</sup>All Government servants in permanent, temporary or officiating service (including probationary service) irrespective of the class to which they belong,; whose conditions of service the President is competent to determine, shall be eligible to join the Fund :

Provided that no such Government servant as has been required or permitted to subscribe to a Contributory Provident Fund shall be eligible to join or continue as a subscriber to the Fund while he retains his right to subscribe to such a Fund :

Provided further that any Government servant not qualified for membership; under

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<sup>1</sup> "Inserted w.e.f. 1-9-1953.

<sup>2</sup> "Substituted w.e.f. 1-9-1953.

this rule who has been duly admitted to membership under rules or orders heretofore in force shall continue to be a member and shall be governed by any special provision relating to obligation for, and rates of, subscription from time to time contained in those rules or orders for so long as his conditions of service continue to be determined by the President.

**5. <sup>1</sup>Deleted.**

**6.**

**(1)** <sup>2</sup>All eligible Government servants hi permanent pensionable and non pensionable service and those temporary or officiating Government servants who have completed 2 years <sup>3</sup>continuous temporary and/or officiating service shall join the Fund as compulsory subscribers.

**(2)** All other eligible Government servants may elect to join the Fund as optional subscribers.

**Government decisions.**—As doubts have been expressed on certain points arising out of the introduction of the compulsory General Provident Fund Scheme, it has been decided as follows :—

- (i)** Government servants who have been re-employed after retirement should be treated as compulsory subscribers to the General Provident Fund if the period of such re-employment exceeds two years.
- (ii)** Government servants who have been re-employed after retirement without any stipulation as regards the period but are likely to be replaced at any time as soon as suitable officers are available may be treated at par with temporary Government servants similarly placed.
- (iii)** In the case of re-employed personnel whose pay on re-employment has been fixed on pay *minus* pension basis, the rate of compulsory subscription may be determined on the pay received from Government ignoring the amount of pension drawn separately. In the case of officials whose pension is held in abeyance in whole in pan during the period of re-employment, the amount of compulsory subscription to the Provident Fund shall be determined with reference to the actual pay drawn by them.
- (iv)** Contract Officers whose contract does not provide for subscribing to General Provident Fund may be invited by the appointing authority to join the scheme as compulsory subscribers.

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<sup>1</sup> See Appendix A.

<sup>2</sup> Deleted *w.e.f.* 1-9-1953.

<sup>3</sup> Executive authorities should inform the Account Officer concerned as soon as any Government servant becomes liable to subscribe.

- (v) Persons who are not career officers but are appointed in Pakistan Missions abroad as Ambassadors, Ministers and to other diplomatic posts may also be brought within the purview of the Compulsory Provident Fund Scheme as a whole.
- (vi) The compulsory savings scheme is not applicable to the locally recruited staff in Pakistan Missions abroad.

[G.P.M.F., O.M. No. F. 17 (27)-RI/53. dated 30-12-1953.]

## 7.

- (i) A Government servant who exercises the option allowed by rule 6 (2) may discontinue subscribing to the Fund at any time, but his right of renewing subscription shall lapse if he discontinues subscribing except when on leave, more than three times.
- (ii) If a Government servant's right to resume subscription lapses under sub-rule (i) of this rule he shall nevertheless retain his other rights and liabilities as a subscriber to the Fund ; and no final withdrawal of his deposits shall be allowed except on the happening of one or other of the contingencies provided for in rules 29, 30 and 31.

### ***Nominations***

## 8.

- (1) A subscriber shall, as soon as may be after joining the Fund, send to the Account Officer a nomination conferring on one or more persons the right to receive the amount that may stand to his credit in the Fund, in the event" of Ills death before that amount has become payable, or having become payable has not been paid :

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

#### ***Administrative Instruction:—***

A copy of the nomination paper may be kept in service book of the employee in the case of non-gazetted Government servant and in the personal file in the case of a Gazetted officer.

- (2) If a subscriber nominates more than one person under sub-rule (1), he shall specify in the nomination the amount or share payable to each of the nominees in such manner as to cover the whole of the amount that may stand to his credit in the Fund at any time.
- (3) Every nomination shall be in such one of the Forms set forth in the First Schedule as is appropriate in the circumstances.
- (4) A subscriber may at any time cancel a nomination by sending a notice in writing to

the Account Officer:

Provided that the subscriber shall, along with such notice, send a fresh nomination made in accordance with the provisions of sub-rules (1) to (3).

- (5) Without prejudice to the provisions of sub-rule (4), a subscriber shall along with every nomination made by him under this rule send to the Account Officer a contingent notice of cancellation which shall be in such one of the Forms set forth in Second Schedule as is appropriate in the circumstances.
- (6) Immediately on the occurrence of any event by reason of which the contingent notice of cancellation referred to in sub-rule (5) becomes operative and the nomination to which that notice relates consequently stands cancel the subscriber shall send to the Account Officer a fresh nomination made in accordance with the provisions of sub-rules (1) to (3).
- (7) Every nomination made, and every notice of cancellation given, by a subscriber shall, to the extent that it is valid, take effect on the date on which it is received by the Account Officer.
- (8) Nothing in sub-rules (1) to (3) shall be deemed to invalidate or to require the replacement by a nomination thereunder of, a nomination, duly made before and subsisting on the 4th September, 1941:

Provided that in respect of every such nomination, the subscriber shall, as soon as may be after the said date send to the Account Officer a contingent notice of cancellation in such one of the Forms set forth in Second Schedule as is appropriate in the circumstances.

### ***Subscribers' Accounts***

- 9. An account shall be prepared in the name of each subscriber and shall show the amount of his subscriptions with interest thereon calculated as prescribed in sub-rule (2) of Rule 14.

### ***Conditions and Rates of Subscription***

10.

- (1) Except as provided in rule 7, a subscriber shall subscribe monthly to the Fund except during a period of suspension:

Provided that a subscriber may, at his option, elect not to subscribe during leave:

Provided further that a subscriber on reinstatement 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 arrear subscriptions permissible for that period.

- (2) The subscriber shall intimate his election not to subscribe during leave in the following manner:-

- (a) If he is an officer who draw his own pay bills, by making no deduction on account of subscription in his first pay bill drawn after proceeding on leave.
- (b) if he is not an officer who draws his own pay bills, by written communication to the head of his office before he proceeds on leave. Failure to make due and timely intimation shall be deemed to constitute an election to subscribe. ,

The option of a subscriber intimated under this sub-rule shall be final.

- (3) A subscriber who has, under rule 30, withdrawn the amount standing to his credit in the Fund shall not subscribe to the Fund after such withdrawal unless and until he returns to duty.

#### 11.

- (1) <sup>1</sup>The amount of subscription towards G. P. Fund shall be fixed by the Government from time to time.
- (2) Where on account of promotion or reversion of a subscriber his rate of subscription changes the change shall take effect only from the 1<sup>st</sup> of June next.]

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

### ***Realisation of subscriptions***

#### 13.

- (1) <sup>2</sup>When emoluments are drawn from a Government treasury in Pakistan or when the Government servant is on foreign service outside Pakistan, the recovery of subscriptions on account of these emoluments and of the principal and interest of advances shall be made from the emoluments themselves, and recovery on the above account from Government servants on foreign service outside Pakistan shall be made in foreign exchange through the Embassy of Pakistan in the country concerned in such manner as the Federal Government may, from time, direct.
- (2) When emoluments are drawn from any other source the subscriber shall forward his dues monthly to the Account Officer.
- (3) If a Government servant fails to subscribe with effect from the date on which he is required to join the Fund under rule 6, the total amount due to the Fund on account of arrears of subscription shall, with interest thereon at the rate provided in rule 14, forthwith be paid by the subscriber to the Fund, or in default be ordered by the Account Officer to be recovered by deduction from the emoluments of the

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<sup>1</sup> Rule 11 substituted by S.R.O. 388(1)/90, Islamabad, the 24th April, 1990, the Gazette of Pakistan, Extraordinary. Part II, Page No. 480, April 30, 1990.

<sup>2</sup> Substituted vide G.P.F.D. Notification No. F. 1 (2) MUC/82, dated 18-8-1982

subscriber by instalments or otherwise, as may be directed by the authority competent to sanction an advance for the grant of which special reasons are required under clause (c) of sub-rule (1) of rule 15.

### ***Interest***

#### **14.**

- (1) Subject to the provisions of sub-rule (5) below Government shall pay to the credit of the account of a subscriber interest at such rate as may be determined for each year according to the method of calculation prescribed from time to time by the Government of Pakistan ;

Provided that, if the rate of interest determined for a year is less than 4 per cent, all existing subscribers to the Fund in the year preceding that for which the rate has for the first time been fixed at less than 4 per cent, shall be allowed interest at 4 per cent.

- (2) Interest shall be credited with effect from last day in each year in the following manner : —
- (i) on the amount at the credit of a subscriber on the list day of the preceding year, less any sums withdrawn during the current year—interest for twelve months ;
  - (ii) on sums withdrawn during the current year—interest from the beginning of the current year up to the last day of the month preceding the month of withdrawal;
  - (iii) on all sums credited to the subscriber's account after the last day of the preceding year- interest from the date of deposit up to the end of the current year ;
  - (iv) the total amount of interest shall be rounded to the nearest whole rupee, fifty paise counting as the next higher rupee:

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

- (3) In this rule, the date of deposit shall, in the case of a recovery from emoluments, be deemed to be the first day of the month in which it is recovered; and in the case of an amount forwarded by the subscriber, shall be deemed to be the first day of the month of receipt if it is received by the Account Officer before the fifth day of that month, but if it is received on or after the fifth day of that month ,the first day of the next succeeding month.
- (4) In addition to any amount to be paid under rules 29, 30 or 31, interest thereon up to the end of the month preceding that in which the payment is made <sup>1</sup>[ ] shall be

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<sup>1</sup> [ ] The words "or upto the end of the sixth month after the month in which such amount become payable, whichever of these periods be less" omitted vide G.P., M.F. Notification No. F 9(7)-R3/65, dated 9-10-1965.



payable to the person to whom such amount is to be paid :

Provided that where the Account Officer, has intimated to that person (or his agent) a date on which he is prepared to make payment in cash, or has posted a cheque in payment to that person, interest shall be payable only up to the end of the month preceding the date so intimated, or the date of posting the cheque, as the case may be:

<sup>1</sup>[Provided further that if the person claiming the payment does not send an application in that behalf within six months of the date on which the amount standing at credit of the subscriber has become payable under Rule :29, interest shall be payable upto the end of sixth month after the month in which the amount became payable.

**<sup>2</sup>[Note:—Where the payment of the accumulations in the fund or any part thereof standing to the credit of a subscriber is delayed for administrative reasons (such as accounting for the missing credits, transfer of account from one audit office to another audit office or other similar reasons) interest on the accumulations or, as the case may be, the part thereof shall be payable upto the end of the month preceding that in which the payment of the accumulations or any part thereof is made.]**

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

**Government derision.**—A question has been raised as to what course should be adopted in the case of a subscriber who intimates his intention to forego interest already accrued on his deposits in the Provident Fund. As the relevant rules did not provide for any such contingency, the matter has been considered by the Government of Pakistan and it has been decided that there is no objection to the interest in such cases being withheld and credited to Government revenues, on the written intimation of the subscriber concerned.

The interest already credited to the subscriber's account in such cases should be re adjusted by *debit* to his Provident Fund Account and *contra credit* to the head <sup>3</sup>["600 Transfer Payments—610 Interest-616 Others') or ["1100 Income from Property and Enterprise—1130 Interest—1139 Others"] according as the amount of interest was originally credited to the subscriber's account during the current year or previous year.

[G.P.M.F. letter No. F. 17(7)-RI/53. dated 13-3-1953)

- (6) The interest on amounts which under sub-rule (3) of rule 13, sub-rule (5) of rule

<sup>1</sup> "Added vide G.P.F.D. Notification No. F. 8(8)-R8/71. dated 8-8-1972.

<sup>2</sup> Note below sub-rule (4). added vide S. R. O. 388 (1)/90, Islamabad, the 24th April, 1990, Gazette of Pakistan. Extr, Part H. Page No. 480, April 30, 1990.

<sup>3</sup> "Subs, vide G.P.F.D. O.M No. F. I(2)-MUC/82. dated 12-2-1983.

16, sub-rule (3) of rule. 19, sub-rule (4) of rule 21, sub-rule (1) of rule 23, sub-rule (!) or (2) of rule 24, rule 29 or rule 30 are replaced at the credit of the subscriber in the Fund, shall be calculated at such rates as may be successively prescribed under sub-rule (I) of this rule and so far as may be in the manner described in this rule.

**Government decision.**—A question was raised as to how the rate of interest should be allowed on current accounts as well as in the case of final payment of Provident Funds. It has been decided that in the case of final payment of Provident Fund Accounts, the Accounts Officer should not calculate and pay interest for the year for which the rate of interest has not actually been intimated by the Government and that the residual payment may be allowed later on as and when the orders regarding the fixation of rate of interest for that year are issued by the Government.

As regards the current accounts, the interest for the year should be calculated and added to the accounts as and when the rate of interest for the year has been announced by the Government.

[G P., M.F. letter No. F. 9(2)-R3/67. dated 25-2-1967 addressed to the Comptroller and Auditor-General of Pakistan. Lahore.]

### ***Advances from the Fund***

#### **15.**

(1) A temporary advance may be granted to a 'Subscriber from the amount standing to his credit in the Fund at the discretion of the appropriate authority specified in the Sixth Schedule, subject to the 'following conditions: —

(a) No advance shall be granted unless the sanctioning authority is satisfied that the applicant's pecuniary circumstances justify it, and that it will be expended on the following object or objects and not otherwise :—

- (i) to pay expenses incurred in connection with the prolonged illness of the applicant or <sup>1</sup>[the applicants spouse] any person actually dependent on him ;
- (ii) to pay for the overseas passage for reasons of health or education of the applicant or any person actually dependent on him;
- (iii) to pay obligatory expenses on a scale appropriate to the applicant's status in connection with funerals, or ceremonies which by his religion it is incumbent on him to perform <sup>2</sup>[or in connection with his marriage or the marriage of any member of his family] <sup>3</sup>[or of a female relative who is actually dependent on him:]

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<sup>1</sup> Ins. vide G.P.M.F. Noti. No. F. 2(3)-R8/71, dt. 12-1-1972.

<sup>2</sup> Ins. by G.P.M.F. Noti. No. F. 1(17)-RI (3)/57. dt. 22-9-1960.

<sup>3</sup> Added by G.P.M.F. Noti. No. F. 14(l)-R2 (RWP)/62. dt. 13-3-1962.

<sup>1</sup>[Provided that an advance for the purchase of a motor car, motor cycle or bicycle may be granted, subject to the terms and conditions laid down in paragraphs 254 to 263-A of the General Financial Rules, Volume I, to a subscriber whose deposits in the Fund carry no interest and who does not take any advance for that purpose from Government.

(b) The sanctioning authority shall record in writing its reason for granting the advance.

(c) <sup>2</sup>An advance, shall not exceed three months pay or half of the amount at the credit of the subscriber in the fund, whichever is less, except for special reasons. The subscriber shall state the special reasons in the application submitted for the grant of advance but if the reason is of a confidential nature which the subscriber does not want to disclose in writing it may be, or caused to be, communicated to the sanctioning authority personally and confidentially.

(d) A second advance may be allowed but only in rare and exceptional cases and subject to the following conditions: —

- (i) A second advance shall be sanctioned by the authority next above the sanctioning authority;
- (ii) the authority sanctioning the second advance shall record reasons for sanctioning the second advance ; and
- (iii) the outstanding balance of the first advance with interest, if any, shall be recovered from the amount of the second advance being sanctioned 10 that only one advance remains outstanding at one time.]

(2) In fixing the amount of an advance, the sanctioning authority shall pay due regard to the amount at the credit of the subscriber in the fund.

**Government decisions. ---**

(2) A question was raised whether a temporary advance could be granted under rule 15 (1) (a) (ii) of the General Provident Fund (Central Services) Rules to pay off deferred 'dower' claimed by the wife of a subscriber at some later stage after the marriage, as an expense connected with the marriage. It was held that as the payment of 'dower' was a necessary element in Muslim marriage and either before or simultaneously with the 'nikah' ceremony, the husband binds himself down in the presence of the witnesses to make this payment whether it is prompt or deferred, the liability is incurred with the marriage. It has, therefore, been decided that temporary advance may be allowed to a subscriber from his General Provident Fund for the payment of 'dower' subject to the following conditions :—

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<sup>1</sup> Added by G.P.M.F. Noti. No. F. 9(21) R 3/65, dt. 10-2-1966.

<sup>2</sup> In rule 15. in sub-rule (1), clause (c) subs, by new clauses (c) & (d) by S. R. O. 388 (1)/90, Islamabad, the 24th April, 1990, the Gaz. of Pak., Extr., Part II, Page No. 480, April 30, 1990.

- (i) The official drawing the advance shall produce evidence within one month of the drawal of the advance that he had actually paid the 'dower', failing which the advance shall be recovered in lump sum.
- (ii) The advance in connection with the marriage shall be allowed only once, *i.e.* if the Government servant had taken advance for marriage expenses at the time of marriage, he shall not be allowed advance for 'dower' again later on.
- (iii) The amount of the advance shall not exceed the limits laid down in rule 15(1) (c) of the General Provident Fund (Central Services) Rules or the actual amount of the 'dower' fixed whichever is less, a proof of which shall be produced by the subscriber concerned.

IG.P.M.F. O.M. No. F. 9(12)-R-3/61, dated 15-1-1962.]

- (2) If a Government servant who has not drawn any advance from G.P. Fund previously or a period of 12 months has elapsed after the final repayment of all previous advances together with the interest thereon, applies, for an advance from the G. P. Fund, the amount of which may, for special reasons, exceed three months pay, or 50% of the balance, whichever is less, it will be sanctioned in accordance with the powers delegated in the Sixth Schedule to the G.P. Fund (Central Services) Rules.

[G.P.F., D.O.M. No. F. 2(55>R. 8/72, dated 23-8-1973].

**15-B.** <sup>1</sup>An advance for construction of a house (anywhere in <sup>2</sup>Pakistan) for occupation by the subscriber himself A <sup>3</sup>[or completely reconstructing or for extending/renovating house already owned by the government servant concerned or by his wife and children or by any of them,] may be granted to him from the amount standing to his credit<sup>1</sup> in the Fund at the discretion of the appropriate authority specified in the Sixth Schedule subject to the following conditions, namely:-

- (a) Advance shall be granted as nearly as may be in accordance with the terms and conditions set out in paragraph 253-A of General Financial Rules, except as expressly provided in this rule.
- (b) Advance shall in no case exceed <sup>4</sup>(24) months pay of the subscriber or 80% of the amount at the credit of the subscriber in the fund, whichever is lesser.

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<sup>1</sup> Inserted *vide* G.P.M.F. Notification No. F. 30(1)-RI/50, dated 1-2-1951.

<sup>2</sup> Inserted *vide* G.P.M.F. Notification No. F. 11(2)-R. 6/68 dated 23-10-1969 and takes effect from 30-8-1969.

<sup>3</sup> Added *vide* G.P.F.D. O.M. No. P. 1(8)-Reg. (8)/77, dated 19-5-1977.

<sup>4</sup> Substituted for "18" with effect from 8<sup>th</sup> June, 1962 *vide* G.P.M.F. Notification No. F.9 (5)-R. 3/65, dated 29-3-1965.

(c) <sup>1</sup>The sanctioning authority shall see that the land and the house constructed thereon, for which the advance is granted, is mortgaged to the President in the form set forth in the Seventh Schedule to these Rules, within three months after the advance is drawn.

(d) Mortgage deed shall be registered within four months of its execution.

(e) Recovery shall be made at the rate of <sup>2</sup>[7%] of the subscriber's pay commencing from the fourth issue of pay after the first instalment of the advance is drawn:

<sup>3</sup>[Provided that, where the amount of the advance does not exceed 18 month's pay of the subscribers, recovery shall be made at 5% of the pay.]

**Note.—In case where a subscriber draws only a part of the house building advance from his Provident Fund the total of the house building advance taken from Government as loan and the advance from the Provident Fund shall be limited to <sup>4</sup>[24] months' pay of the subscriber. Recovery in such a case on account of advance from the Fund will commence immediately after the loan from Government with interest accrued thereat has been fully repaid.**

**Government decisions.**—Please see Government decision No. (I) under rule 15-B. (Now substituted by new rule 15-B).

(2) It has been decided that the advance from the G.P. Fund Account of a Government servant granted for the construction of a house under the existing orders shall not henceforth be taken into account for the purpose of calculating the total House Building Advance to which a Government servant is entitled.

(G.P.F D., O.M. No. F. 9(1)-R 9/72, dated 20-11-1972)

#### 15-B.

(1) <sup>5</sup>Only three non-refundable advances, one each after attaining the age of 45, 50 and 55 years, shall be admissible to a subscriber.

(2) A non- refundable advance applied for after the subscriber had attained the age of 45 years but before attaining the age of 50 years shall be admissible for the purposes and subject to the conditions mentioned herein:

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<sup>1</sup> As substituted by G.P.M.F. Notification No. F. 12(9)-R. 2(RWP)/63, dated the 30<sup>th</sup> October, 1964.

<sup>2</sup> Substituted for "5" w. e. f. 8th June, 1962 vide G.P.M.F. Notification No. F. 9(5)-R 3/65. dated 29<sup>th</sup> March, 1965.

<sup>3</sup> Inserted w. e. f. 8th June, 1962 vide G.P.M.F. Notification No. F.-9(5)-R 3/65. dated the 29<sup>th</sup> March. 1965.

<sup>4</sup> Substituted for "18" w. e. f. 8<sup>th</sup> June, 1962 vide G.P.M.F. Notification No. F. 9(5)-R 3/65. dated 29th March, 1965.

<sup>5</sup> Rules 15-B, 15-C, 15 D, 15-E, 15-F, 15-G and 15 H substituted by new rule 15-B by S. R. O. 388(I)/90, Islamabad, the 24th April, 1990, the Gaz. of Pakistan, Fxtr., Part II, Page No. 480, April 30, 1990.

- (i) Construction of a house (anywhere in Pakistan) on land owned by him or by his wife or children or by any of them. The advance shall *mutatis mutandis* be governed by the same terms and conditions as are applicable to an advance granted under rule 15-A,
- (ii) Completely re-constructing or for extending or renovating a house already owned by the Government servant concerned or by his wife and children or by any of them. The advance shall *mutatis mutandis* be governed by the same terms and conditions as are applicable to an advance granted under rule 15-A.
- (iii) Purchase of agricultural land,
- (iv) Purchase of a house for his residence,
- (v) Repayment of loan taken from a financial institution.

**Conditions:**

- (a) Save as provided in clause (c), no recovery of the advance shall be made from the subscriber and the amount advanced shall be treated as part of the final payment of the amount standing to the credit of the subscriber when the final payment becomes due.
- (b) The land purchased, or the house constructed or reconstructed by expending the amount of the advance shall not be required to be mortgaged with the President.
- (c) The first instalment of the advance, or where the subscriber desires draw the amount of the advance in a lump sum shall be drawn only after an agreement is executed between the subscriber and the in the forms set forth in the Eighth, Ninth or Tenth schedule to these Rules, as the case may be.
- (d) In case the reconstructed house, the house, or the agricultural land as the case may be, is sold or otherwise alienated while the subscriber is in service, the subscriber shall forthwith repay into Fund the entire amount of the advance together with interest thereon, in a lump sum.
- (e) In case the advance for purchase of a house is not utilized for the purpose for which it has been drawn within three months of drawal, the subscriber shall forthwith repay into the Fund the entire amount of the advance together with interest accrued thereon, in a lump sum. Satisfactory evidence shall be produced before the Account Officer to show the advance has been spent within three months of its drawal.
- (f) Where an advance is applied to repay a loan taken from a financial institution the sanctioning authority shall satisfy itself of the amount of loan taken from a financial institution and the balance payable. The amount of advance shall not, in any case, exceed the balance payable by the subscriber. The subscriber shall, within a period of two weeks from the date of drawal of the advance to repay the loan taken from a financial institution, produce satisfactory evidence before the Account Officer to show that the advance has been utilized for the purpose for

which it was drawn, failing which the entire amount will become refundable in lump sum with interest.

- (3) No reasons are required to be given for the advances after the subscriber has attained the age of 50 years.
- (4) The amount of each advance shall not exceed eighty per cent of balance in the account of the subscriber on the date of application for the grant of advance.
- (5) An advance drawn from G. P. Fund account on refundable basis, may be allowed to be converted into a non-refundable advance if subscriber has in the meanwhile attained the age of 45 years.)

## 16.

- (1) An advance shall be recovered from the subscriber in such number of equal monthly instalments as the sanctioning authority may direct; but such number shall not be less than twelve unless the subscriber so elects, <sup>1</sup>[or in any case, more than forty-eight.] A subscriber may, at his option, repay more than one instalment in a month. Each instalment shall be a number of whole rupees, the amount of the advance being raised or reduced, if necessary, to admit of the fixation of such instalments. '
- (2) <sup>2</sup>Recovery shall be made in the manner prescribed in rule 13, for realisation of subscriptions, and shall commence on the first occasion after the advance is made on which the subscriber draws pay, or remuneration on foreign service, for a full month. Recovery may be postponed, on the subscriber's written request, by the President or any authority authorised by the President. Recovery shall not be made, except with the subscriber's consent while he is on leave or in receipt of subsistence grant.

***Order.—Vacation combined with leave should be treated as leave also for the purposes of repayment of an advance under rule 16(2) of the General Provident Fund (Central Services) Rules.***

[G.I., F.D., letter No. F. 22(2)-R. 11/37, dated the 18<sup>th</sup> January, 1937].

- (3) If more than one advance 'has been made to a subscriber, each advance shall be treated separately for the purpose of recovery.
- (4)
  - (a) After the principal of the advance has been fully repaid, interest shall be paid thereon at the rate of one-fifth per cent of the principal for each month or broken portion of a month during the period between the drawal and complete repayment

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<sup>1</sup> Substituted for "or unless the sanctioning authority in special circumstances otherwise directs, more than twenty-four" vide OP.M.F. Notification No. F. 17(1)-R 2(RWP)/62, dated the 28th January, 1963.

<sup>2</sup> Subs, vide G.P.F.D. Notification No. F. 2(8)-R 8/71, dt. 8-2-1974.

of the principal:

Provided that Muslim subscribers whose deposits in the Fund carry no interest shall not be required to pay into the Fund any additional instalments on account of interest on advances granted to them from the Fund.

(b) Interest shall ordinarily be recovered in one instalment in the month after complete repayment of the principal; but, if the period referred to in clause (a) exceeds twenty months, interest may, if the subscriber so desires, be recovered in two equal monthly instalments. The method of recovery shall be that prescribed in sub-rule (2). Payment shall be rounded to the nearest rupee in the manner prescribed in clause (iv) of sub-rule (2) of rule 14.

(5) If an advance has been granted to a subscriber and drawn by him and the advance is subsequently disallowed before repayment is completed, the whole or balance of the amount withdrawn shall, with interest at the rate provided in-rule 14, forthwith be repaid by the subscriber to the Fund, or in default, be ordered by the Account Officer to be recovered by deduction from the emoluments of the subscriber by instalments or otherwise, as may be directed by the authority competent to sanction an advance for the grant of which, special reasons are required under clause (c) of sub-rule (1) of rule 15 :

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

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

**Government decision.—**

**(1) It has been decided to delegate the Powers to postpone recovery of not more than two advances for a period not exceeding two years to the Ministries/Divisions**

[G.P.F.D., O.M. No. F. 1(5)-R. 12/80, dated 11-3-1981.]

**Payments towards Insurance Policies and Family Pension Funds**

17. Subject to the conditions hereinafter contained in rules 18 to 27:—

(a) <sup>1</sup>subscriptions to a family pension fund approved in this behalf by the President may, at the option of a subscriber, be substituted in whole or part for subscriptions due to the Fund in Pakistan ; and

(b) the amount of subscriptions with interest thereon standing to the credit of a subscriber in the Fund may be withdrawn to meet—

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

<sup>1</sup> As substituted by O.P.M.F. Notification No. F. 12(38)-R. 6/69, dated the 10th January, 1970.



- (ii) the purchase of a single payment insurance policy ;
- (iii) the payment of a single premium or subscriptions to a family pension fund approved in this behalf by the President:

Provided that no amount shall be withdrawn **(1)** before the details of the proposed policy have been submitted to the Account Officer and accepted by him as suitable or **(2)** to meet any payment or purchase made or effected more than twelve months before the withdrawal, or **(3)** in excess of the amount required to meet a premium or subscription actually due for payment within six months of withdrawal:

Provided further that payments towards an educational endowment policy may not be substituted for subscriptions to the Fund and that no amounts may be withdrawn to meet any payment or purchase in respect of such a policy if is due for payment in whole or part before the subscriber's age of normal superannuation:

Provided further that amounts withdrawn shall be rounded to the nearest whole rupee.

#### 18.

- (1)** If the total amount of any subscriptions or payments substituted under clause (a) of rule 17 is less than the amount of the minimum subscription payable to the Fund under rule 11 (1), the difference shall be rounded to the nearest rupee in the manner provided in clause (iv) of sub-rule (2) of rule 14 and paid by the subscriber as a subscription to the Fund.
- (2)** If the subscriber withdraws any amount standing to his credit in the Fund for any of the purposes specified in clause (6) of rule 17, he shall, subject to his option under clause (a) of that rule, continue to pay to the Fund the subscription payable under rule 11.

#### 19.

- (1)** A subscriber, who desires to substitute a subscription or payment under clause (a) of rule 17, may reduce his subscription to the Fund accordingly;

Provided that the subscriber shall--

- (a)** intimate to the Account Officer on his bill or by letter the fact of, and reason for, the reduction ;
  - (b)** send to the Account Officer, within such period as the Account Officer may require, receipts or certified copies of receipts in order to satisfy the Account Officer that the amount by which the subscription has been reduced was duly applied for the purposes specified in clause (a) of rule 17.
- (2)** A subscriber who desires to withdraw any amount under clause (b) of rule 17 shall—

- (a) intimate the reason for the withdrawal to the Account Officer by letter ;
  - (b) make arrangements with the Account Officer for the withdrawal;
  - (c) send to the Account Officer, within such period as the Account Officer may require, receipts or certified copies of receipts in order to satisfy the Account Officer that the amount withdrawn was duly applied for the purpose specified in clause (b) of rule 17.
- (3) The Account Officer shall order the recovery of any amount by which subscriptions have been reduced, or of any amount withdrawn, in respect of which he has not been satisfied in the manner required by clause (b) of sub-rule (1) and clause (c) of sub-rule (2), which interest thereon at the rate provided in rule 14 from the emoluments of the subscriber and place it to the credit of the subscriber in the Fund.

**Government decision.**—A question has been raised as to what procedure should be followed in the case of those Government servants, who are posted in Pakistan Missions abroad and desire to withdraw amount from their Provident Fund for payment of premia to Insurance Companies located in Pakistan. It has been decided in consultation with the Comptroller and Auditor General that the following procedure may be followed in the case of non-gazetted staff:—

The application regarding the withdrawal of money from Provident Fund for payment of insurance premia may be made by the Government servants who concerned to their administrative Ministry, as and when the premium falls due. The administrative Ministry, will ask the A.G.P.R. to issue necessary authority for the withdrawal of the amount equal to or less than the insurance premia payable by the Government servants concerned according to the balance available in the Provident Fund as the case may be. The applicant should also execute a power of attorney in favour of some one in Pakistan who will present the premium notice from the Insurance Company to the administrative Ministry concerned which will then submit the bill for the withdrawal of the amount to the A.G.P.R. On receipt of the amount from the A.G.P.R. the administrative Ministry would disburse the amount to the holder of the power of attorney, who will make payment to the Insurance Company concerned in Pakistan, and furnish the necessary receipt for the same to the administrative Ministry.

As for the Government servants who posted abroad, no particular procedure appears necessary in their case. Being their own drawing and Disbursing officer, such Government servants can draw the amounts of their premia from their Fund Accounts through their bankers in Pakistan who can make payments to the Insurance Companies concerned.

[G.P., M.F.O.M. No. D. 344-R. 3/61, dated 30<sup>th</sup> March 1961.]

## 20.

- (1) Government shall not make any payment on behalf of subscribers to Insurance Companies nor take steps to keep a policy alive.

- (2) A policy acceptable under these rules shall be one effected by the subscriber himself on his own life, and shall (unless it is a policy effected by a male subscriber which is expressed on the face of it to be for the benefit of his wife, or of his wife and children, or any of them) be such as may be legally assigned by the subscriber to the President;

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

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

- (3) The policy may not be effected for the benefit of any beneficiary other than the wife or husband of the subscriber or the wife or husband and children of the subscriber or any of them;

Provided that subscribers who took out policies under Note 1 of rule 21 (ii) or under clause (b) or (c) of rule 21 of the <sup>1</sup>Rules previously in force, shall remain subject to provisions of those rules in so far as policies so taken out are concerned.

## 21.

- (1) The policy, within three months after the first withholding of a subscription or withdrawal from the Fund in respect of the policy ; or in the case of an Insurance Company whose headquarters are outside Pakistan within such further period as the Account Officer, if he is satisfied by the production of the completion certificate (interim receipt), may fix, shall—

- (a) it is a policy effected by a male subscriber which is expressed on the face of it to be for the benefit of the wife of the subscriber, or of his wife and children, or any of them, be assigned to the President as security for the payment of any sum which may become payable to the Fund under rule 26, and delivered to the Account Officer, the assignment being made by endorsement on the policy in Form (1) or Form (2) or Form (3) of the Forms in the Third Schedule. As the policy is on the life of the subscriber or on the joint lives of the subscriber and the subscriber's wife or husband or the policy has previously been assigned to the subscriber's wife ;

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

- (2) <sup>2</sup>Where the Accounts Officer receives a policy under clause (a) or clause (b) of

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<sup>1</sup> See Appendix 4.

<sup>2</sup> Substituted *vide* O.P.F.D. Notification No. F. 1(18)-R. 8/78, dated 2-6-1980.

sub-rule (1), he shall—

- (a) satisfy himself if the assignment has been properly made and by reference to the Insurance Company where possible, that no prior assignment of the policy exists or where there is no assignment, if the policy is suitable one and as such acceptable ;
  - (b) register the policy including assignment, if any, by recording its full particulars ; and
  - (c) within three months of the registration of the policy, return it to the subscriber either personally after obtaining proper receipt or through registered post acknowledge-ment due for its safe custody.
- (3) Once a policy has been accepted by an Account Officer for the purpose of being financed from the Fund the terms of the policy shall not be altered nor shall the policy be exchanged for another policy without the prior consent of the Account Officer to whom details of the alteration or of the new policy shall be furnished.
- (4) If the policy is not assigned and delivered, or delivered, within the said period of three months or such further period as the Account Officer may, under sub-rule (1), have fixed, any amount withheld or withdrawn from the Fund in respect of the policy shall, with interest thereon at the rate provided in rule 14, forthwith be paid or repaid, as the case may be, by the subscriber to the Fund, , in default be ordered by the Account Officer to be recovered by deduction from the emoluments of the subscriber, by instalments or otherwise, as may be directed by the authority competent to sanction an advance for the grant of which, special reasons are required under clause (c) of sub-rule (1) of rule 15.
- (5) Notice of assignment' of the policy shall be given by the subscriber to the Insurance Company, and the acknowledgement of the notice by the Insurance Company shall be sent to the Account Officer within three months of the date o assignment.

***Note 1. — Subscribers are advised to scud Notice of the assignment to the Insurance Company in duplicate, accompanied in cases in which the notice has to be sent to a company in Great Britain or Ireland, by a remittance of five shilling which is the fee for the acknowledgement authorised by the Policies pf Assurance Act, 1867.***

***Note 2. — Subscribers who proceed to Great Britain or Ireland on quilting the service on advised that under the English Stump Law assignments or reassign mails are required to be stamped within 30 days of their first arrival in those countries. Otherwise penalty will be incurred under the Stamp Act, and difficulties may arise when the policy matures for payment.***

22. The subscriber shall not during the currency of the policy draw any bonus, the drawal of which during such currency is optional under the terms of the policy, and the amount of any bonus which under the terms of the policy the subscriber

has no option to refrain from drawing during its currency shall be paid forthwith into the fund by the subscriber in default recovered by deduction from his emoluments by instalments or otherwise as may be directed by the authority competent, to sanction an advance for the grant of which, special reasons are required under clause (c) of sub-rule (1) of rule 15.

**22-A. Deleted.** [*vide* G.P.M.F. Notification No. F. 9(5)-R3/62, dated the 23<sup>rd</sup> August, 1962.)

**23.**

(1) Save as provided by rule 27 when the subscriber—

(a) quits the service ; or

(b) has proceeded *on* leave preparatory to retirement and applies to the Account Officer for reassignment or (issue of no objection certificate in respect) of the policy ; or

(c) while on leave has been permitted to retire or declared by a competent medical authority to be unfit for further service and applies to the Account Officer for reassignment or <sup>1</sup>(issue of no objection certificate in respect) of the policy ; or

(d) <sup>2</sup>pays or repays to the Fund the whole of any amount withheld or with-, drawn front the Fund for any of the purposes mentioned in sub-clauses (i) and (ii) of clause (b) of rule 17 with interest thereon at the rate provided in rule 14.

the Account Officer shall -

(i) <sup>3</sup>if the policy has been assigned to the President and registered under rule 21, or under the corresponding rule heretofore in force, reassign the policy on receipt after maturity in the first form set forth in the Fourth Schedule to the subscriber or to the subscriber and the joint assured, as the case may be, and give a signed notice of the reassignment to the Insurance Company ; or

(ii) if the policy has been delivered to him under clause (b) of sub-rule (1) of rule 21 and registered under that rule, issue no objection certificate in respect of that policy :

Provided that, if the subscriber, after proceeding on leave preparatory to retirement at, or after being, while on leave permitted to retire or declared by a competent medical authority to be unfit for further service, returns to duty, any policy so reassigned or no objection certificate issue in respect thereof shall, if it has not matured or been assigned or charged or encumbered in any way, be again signed to the President and delivered to the Account Officer, as the case may be in the manner provided in rule 21, and thereupon the provisions of these rules shall, so far as may be,

<sup>1</sup> Amended *vide* G. P. F. D. Notification No. F. 1(18)-R. 8/78, dated 2-6-1980.

<sup>2</sup> As amended by G. P. M. F. Notification No. F. 12(38)-R. 6/69, dated the 10th January, 1970,

<sup>3</sup> Amended *vide* G. P. F. D. Notification No. F. 1(18)-R. 8/78, dated 2-6-1980.

again apply in respect of the policy:

Provided further that, if the policy has matured or been assigned or charged or encumbered in any way, the provisions of sub-rule (4) of rule 21 applicable to a failure to assign and deliver a policy shall apply.

- (2) Save as provided by rule 27, when the subscriber dies before quitting the service, the Account Officer shall—
- (i) if the policy has been assigned to the President under rule 21, or under the corresponding rule heretofore in force, reassigns the policy in the second Form set forth in the Fourth Schedule to such person as may be legally entitled to receive it, and shall give a signed notice of the reassignment to the Insurance Company ;
  - (ii) if the policy has been delivered to him under clause (b) of sub-rule (1) of rule 21, issue no objection certificate in respect of that policy to the beneficiary, if any, or if there is no beneficiary, to such person as may be legally entitled to receive it.

#### 24.

- (1) If a policy assigned to the President under rule 21 or under the corresponding rule heretofore in force, matures before the subscriber quits the service, or if a policy on the joint lives of a subscriber and the subscriber's wife or husband, assigned under the said rule, or under the corresponding rule heretofore in force, falls due for payment by reason of the death of the subscriber's wife or husband, the Account Officer shall, save as provided by rule 27, proceed as follows :—
- (i) if the amount assured together with the amount of any accrued bonuses is greater than the whole of the amount withheld or withdrawn from the Fund in respect of the policy with interest thereon at the rate provided in rule 14, the Account Officer shall on receipt reassign the policy in the Form set forth in the fifth Schedule to the subscriber or to the subscribers and the joint assured, as the case may be <sup>1</sup>[ ] who shall immediately on receipt of the policy monies from the Insurance Company pay or repay to the Fund the whole of any amount withheld or withdrawn with interest, and in default, the provisions of sub-rule (4) of rule 21 applicable to a failure to assign and deliver a policy shall apply ;
  - (ii) if the amount assured together with the amount of any accrued bonuses is less than the whole of the amount withheld or withdrawn with interest, the Account Officer shall realise the amount assured together with any accrued bonuses and shall place the amount so realised to the credit of the subscriber in the Fund.
- (2) Save as provided by rule 27, if a policy delivered to the Account Officer under clause (b) of sub-rule (1) of rule 21 matures before the subscriber quits the service, the Account Officer shall [issue no objection certificate in respect of that] policy to the subscriber :

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<sup>1</sup> Substituted/amended *vide* O.P.F.D. Notification No. F. 1(18).R. 8/78, dated 2-6-1980.

Provided that if the interest in the policy of the wife of the subscriber or of his wife and children, or any of them, as expressed on the face of the policy, expires when the policy matures, the subscriber, if the policy monies are paid to him by the Insurance Company, shall immediately on receipt thereof pay or repay to the Fund either:—

- (i) the whole of any amount withheld or withdrawn from the Fund in respect of the policy with interest thereon at the rate provided in rule 14, or
- (ii) an amount equal to the amount assured together with any accrued bonuses,

whichever is less, and, in default, the provisions of sub-rule (4) of rule 21 applicable to a failure to assign and deliver a policy shall apply.

**25.** If the interest of the subscriber in the family pension fund ceases in whole or part, from any cause whatsoever, the provident fund account of the subscriber shall forthwith be reimbursed by the amount of the refund secured by the subscriber from the family pension fund, which amount shall, in default of reimbursement, be deducted, from the subscriber's emoluments by instalments or otherwise, as may be directed by the authority competent to sanction an advance for the grant of which special reasons are required under clause (c) of sub-rule (I) of rule 15.

**26.** If the policy lapses, or is assigned, otherwise than to the President under rule 21. charged or encumbered, the provisions of sub-rule (4) of rule 21 applicable to a failure to assign and deliver a policy shall apply

**27.** If the Account Officer receives notice of—

- (a) an assignment (otherwise than an assignment to the President under rule 21), or
- (b) a charge or encumbrance on, or
- (c) an order of a Court retaining dealings with the policy or any amount realised thereon, the Account Officer shall not—

- (i) reassign or [issue no objection certificate] as provided in rule 23, or
- (ii) realise the amount assured by the policy or reassign, or <sup>1</sup>[issue no objection certificate] policy, as provided in rule 24,

but shall forthwith refer the matter to Government.

**27-A.** <sup>2</sup>Notwithstanding the provisions of rules 17 to 27, no life insurance policy shall be financed from the G. P. Fund account of a subscriber:

Provided that the life insurance policies which are being financed from G. P. Fund

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<sup>1</sup> Amended vide C, P.F.I). Notification No. F. 1(18)-R 8/78, dated 2-6 1980.

<sup>2</sup> New rule 27-A inserted by S, R. O. 388 (I)/90, Islamabad, the 24<sup>th</sup> April- 1990. Gaz. of Pak... Extr., Part IF, Page No. 480, April 30, 1990

account shall continue to be so financed till their finalization.]

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

***Note.—The term 'emoluments' as used in this rule does not include subsistence grant.***

#### ***Final withdrawal of Accumulations In the Fund***

**29.** When a subscriber quits the service, the amount standing to his credit a the Fund shall become payable to him:

Provided that a subscriber, who has been dismissed from the service and is subsequently reinstated in the service shall, if required to do so by Government, repay any amount paid to him from the Fund in pursuance of this rule, with interest thereon at the rate provided in rule 14, in the manner provided in the proviso to rule 30. The amount so repaid shall be credited to his account in the Fund.

#### ***Government decisions.—***

**(1)** A question was raised as to the date when the amount standing to the credit of a subscriber becomes payable on his quitting the service. The matter has been examined and it is considered that since it may not be possible to arrange payment immediately on the date of quitting service some reasonable time may be allowed for making arrangement for the payment. It has therefore, been decided that the Accounts Officer should make arrangement for the payment of Fund balance within 3 months of the date on which the amount becomes payable.

[G. P., M. F. letter No. F. 9(7)-R. 3/65. dated 9<sup>th</sup> October, 1965 addressed to all Accounts Officers in Pakistan).

**(2)** The question of further simplifying the procedure for the final payment of G.P. Fund balances, has been considered. After consultation with the Auditor General it has been decided o introduce the following three forms (13<sup>th</sup>, 14<sup>th</sup> and 15<sup>th</sup> Schedule) to suit various situations.

[G.P.F.D., O.M. No. F. t (3)-R. 7/82-317, dated 9-5-1982].

**30.** When a subscriber—



- (a) has proceeded on leave preparatory to retirement, or, if he is employed in a vacation department, on leave preparatory to retirement combined with vacation, or
- (b) while on leave, has been permitted to retire or been declared by a competent medical authority to be unfit for further service,

the amount standing to his credit in the Fund shall, upon application made by him in that behalf to the Account Officer, become payable to the subscriber:

Provided that the subscriber, if he returns to duty, shall, if required to do so by Government, repay to the Fund, for credit to his account, the whole or part of any amount paid to him from the Fund in pursuance of this rule with interest thereon at the rate provided in rule 14, in cash or securities or partly in cash and partly in securities, by instalments or otherwise, by recovery from his emoluments or otherwise, as may be directed by the authority competent to sanction an advance for the grant of which, special reasons are required under clause (c) of sub-rule (1) of rule 15.

**Government derision.**—It has been decided that a civil servant who does not avail himself of the leave preparatory to retirement and continues to serve upto the date of his superannuation, shall have the option to draw the final payment of his General Provident Fund balance during the period of twelve months preceding the date of his retirement on attaining the age of superannuation.

[G.P.F.D., O.M. No. F. 1(12) Reg. 8/76, dated 18-8-1976].

- 31.**<sup>1</sup> On the death of a subscriber before the amount standing to his credit has become payable or where the amount has become payable before payment has been made :
- (i) when the subscriber leaves a family—
    - (a) if a nomination made by (he subscriber in accordance with the provisions of rule 8 or of (he corresponding rule heretofore in force in favour of a member or members of his family subsists the amount standing to his credit in the Fund or the part thereof to which the nomination relates shall become payable to his nominee or nominees in the proportion specified in the nomination ;
    - (b) if no such nomination in favour of a member or members of the family of the subscriber subsists or if such nomination relates only to a part of the amount standing to his credit in the Fund the whole amount or the part thereof to which the nomination does not relate as the case may be, shall, notwithstanding any nomination purporting to be in favour of any person or persons other than a member or members of his family, become payable to the members of his family in equal shares :

Provided that no share shall be payable to—

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<sup>1</sup> See also Appendix B.

- (1) sons who have attained legal majority;
- (2) sons of a deceased son who have attained legal majority ;
- (3) married daughters whose husbands are alive;
- (4) married daughters of a deceased son whose husbands are alive ;

if there is any member of the family other than those specified in clauses (1), (2), (3) and (4):

Provided further that the widow or widows and the child or children of a deceased son shall receive between them in equal parts only the share which that son would have received if he had survived the subscriber and had been exempted from the provisions of clause (1) of the first proviso.

- (ii) when the subscriber leaves no family, if a nomination made by him in accordance with the provisions of rule 8 or of the corresponding rule heretofore in force in favour of any person or persons subsists, the amount standing to his credit in the Fund or the part thereof to which the nomination relates, shall become payable to his nominee or nominees in the proportion specified in the nomination.

### 32.

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

**<sup>1</sup>Note.—The amount or balance to the extent of <sup>2</sup>(Rs. 5,000/00) standing to the credit of the deceased subscriber in the Fund may be paid to the heirs of such subscriber without the production of the usual legal authority in accordance with the provisions of clause (i) of sub-rule (1) of rule 234 of the Central Treasury Rules, Volume I.**

- (2) If the person to whom, under these rules, any amount or policy is to be paid, assigned, reassigned or delivered, is a lunatic for whose estate a manager has been appointed in this behalf under the Lunacy Act, 1912, the payment or reassignment or delivery will be made to such manager and not to the lunatic.
- (3) Any person who desires to claim payment under this rule shall send a written application in that behalf to the Account Officer <sup>3</sup> within six months of the date on which the amount standing to the credit of the subscriber has become payable under rule 29 ". Payment of amounts withdrawn shall be made in Pakistan only. The persons to whom the amounts are payable shall make their own

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<sup>1</sup> Inserted by G. P. M. F. Notification No. F. 9(5)-R. 3/61, dated the 4<sup>th</sup> September, 1962.

<sup>2</sup> Substituted for "Rs. 500, 00" vide G. P. M. F Notification No. F. 9(30)-R. 3/67, dated 16<sup>th</sup> September, 1968,

<sup>3</sup> Added vide G. P. F. D. Notification No. F. 8(8)-R. 8/71, dated 8-8-1972.

arrangements to receive payment in Pakistan.

**Note.—When the amount standing to the credit of a subscriber has become payable under rule 29, 30, or 31, the Account Officer shall authorise prompt payment of that portion of the amount standing to the credit of a subscriber in regard to which there is no dispute or doubt the balance being adjusted as soon after as may be.**

***Transfer to Pensionable Service.***

**33.**

(a) If a Government servant who is a subscriber to any other Government Provident Fund, which is a non-contributory provident fund, is permanently transferred to pensionable service under the President, the amount of subscriptions, together with interest thereon, standing to his credit in such other fund at the date of transfer shall, with the consent of the other Government concerned, be transferred to his credit in the Fund,

(b) If a Government servant who is a subscriber to the State Railway Provident Fund or the Contributory Provident Fund (Pakistan) or a provincial contributory provident fund is permanently transferred to pensionable service under the President and elects or is required to earn pension in respect of such pensionable

(i) the amount of subscriptions, with interest thereon, standing to his credit in such contributory provident fund at the date of transfer shall with the consent of the other Government, if any, be transferred to his credit in the Fund:

(ii) the amount of Government contributions, with interest thereon, standing to his credit in such contributory provident fund shall, with the consent of the other Government if any, be repaid to Government and credited to central revenues (civil) ; and

(iii) he shall in exchange be entitled to count towards pension such part of the period during which he subscribed to such contributory provident fund as the President may determine.

**33-A.** If a subscriber to the Fund is subsequently admitted to the benefits of the Contributory Provident Fund (Pakistan), the amount of his subscriptions, together with interest thereon, shall be transferred to the credit of his account in the Contributory Provident Fund (Pakistan).

***Procedure Rules***

**34.** All sums paid into the Fund under these rules shall be credited in the books of Government to an account named "The General Provident Fund ". Sums of which payment has not been taken within six months after they become payable under these rules shall be transferred to " Deposits " at the end of the year and treated under the ordinary rules relating to deposits.

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

**36.**

(1) As soon as possible after the close of each year, the Account Officer shall send to each subscriber a statement of his account in the Fund showing the opening balance as on the 1<sup>st</sup> July of the year, the total amount credited or debited during the year, the total amount of interest credited as on the 30<sup>th</sup> June of the year and the closing balance on that date. The Account Officer shall attach to the statement of account an enquiry whether the subscriber—

(a) desires to make any alteration in any nomination made under rule 8; or under the corresponding rule heretofore in force.

(b) has acquired a family in cases where the subscriber has made no nomination in favour of a member of his family under the proviso to sub-rule (1) of rule 8.

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

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

## FIRST SCHEDULE

[See rule 8 (3)]

### *Forms of Nomination*

**I. When the subscriber has a family and wishes to nominate one member thereof.**

I hereby nominate the person mentioned below, who is a member of my family as defined in rule 2 of the General Provident Fund (Central Services) Rules, to receive the amount that may stand to my credit in the Fund, in the event of my death before that amount has become payable or having become payable <sup>1</sup>[has been paid]:-

Name and address of nominee	Relationship with subscriber	Age

<sup>1</sup> Substituted for the words "has not been paid" vide O. P. M. F. Notification No. F. 21(3)-RI/51, dated the 29<sup>th</sup> March, 1951.

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

at.....

Signature of Subscriber.....

*Two witnesses to signature.*

- 1. ....
- 2. ....

**II. When the subscriber has a family and wishes to nominate more than one number thereof.**

I hereby nominate the persons mentioned below, who are members of my family as-defined to rule 2 of the General Provident Fund (Central Services) Rules, to receive the amount that may stand to my credit in the Fund, in the event of my death before that amount has become payable, or having become payable (has been paid), and direct that the said amount shall be distributed among the said persons in the manner shown below against their names:—

Name and addresses of nominees	Relationship with subscriber	Age	<sup>1</sup> Amount or share of accumulations to be paid to each

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

at.....

Signature of Subscriber. ....

*Two witnesses to signature.*

- 1. ....
- 2. ....

**III. When the subscriber has no family and wishes to nominate one person.**

I, having no family as defined in rule 2 of the General Provident Fund (Central Services) Rules, hereby nominate the person mentioned below to receive the amount

<sup>1</sup> This column should be filled in so as to cover the whole amount that may stand to the credit of the subscriber in the Fund at any time.

that may stand to my credit in the Fund, in the event of my death before that amount has become payable or having become payable (has been paid]:—

Name and addresses of nominees	Relationship with subscriber	Age

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

at.....

Signature of Subscriber. ....

*Two witnesses to signature.*

1. ....

2.....

**IV. When the subscriber has no family and wishes to nominate more than one person.**

I, having no family as defined in rule 2 of the General Provident Fund (Central Services) Rules, hereby nominate the persons mentioned below to receive the amount that may stand to my credit in the Fund, in the event of my death before that amount has become payable, or having become payable <sup>1</sup>(has been paid) and direct that the said amount shall be distributed among the said persons in the manner shown below against their names:—

Name and addresses of nominees	Relationship with subscriber	Age	<sup>2</sup> Amount or share of accumulations to be paid to each

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

at.....

<sup>1</sup> Substituted for the words “has not been paid “vide G. P. M. F. Notification No. F. 21(3) RI/51, dated the 29th March, 1951.

<sup>2</sup> This column should be filled in so as to cover the whole amount that may stand to the credit of the subscriber in the Fund at any time.

Signature of Subscriber. ....

*Two witnesses to signature.*

**1.** .....

**2.** .....

**SECOND SCHEDULE**

**[See rule 8 (5) and (8)]**

***Forms of contingent notice of cancellation***

**I. Where nomination is in favour of on.1 or more members of the subscriber's family.**

Without prejudice to my right under sub-rule (4) of rule 8 of the General Provident Fund (Central Services') Rules to cancel the nomination made by me on....., whenever I think fit. I hereby give notice that in the event of the person/any of the persons nominated thereunder predeceasing me <sup>1</sup>[or of my contracting a fresh marriage, or of my marriage with my wife/ (any of my wives)/ (my husband) being dissolved by divorce or otherwise], the said nomination shall forthwith stand cancelled.

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

at.....

Signature of Subscriber. ....

*Two witnesses to signature.*

1. ....

2. ....

**II. Where nomination is in favour of one or more persons not being members the subscriber's family.**

Without prejudice to my right under sub-rule (4) of rule 8 of the General Provident Fund (Central Services) Rules to cancel the nomination made by me on..... whenever I think fit, I hereby give notice that in the event of that person/any of the persons nominated thereunder predeceasing me, or in the event of my hereafter acquiring a family as defined in rule 2 of the said rules, the said nomination shall forthwith stand cancelled,

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

at.....

Signature of Subscriber. ....

*Two witnesses to signature.*

1. ....

<sup>1</sup> Inserted by G. P. M. F. Notifications No. F. 21(48)-RI/50, dated the 31<sup>st</sup> October, 1950 and No. F. 17(1)-RI/56, dated the 27<sup>th</sup> September. 1956.



**2.** .....

**THIRD SCHEDULE**

**[See rule 8(5) and (8)]**

***Forms of Nomination***

I, A.B. of ..... hereby assign unto the President the within policy of assurance as security for payment of all sums which under rule of the General Provident Fund (Central Services) Rules 1 may hereafter become liable to pay that Fund.

I hereby certify that no prior assignment of the within policy exists "

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

*Signature of subscriber*.....

Station.....

One witness to signature.....

-----

**(2)**

We, A. B. (the subscriber) of . . . . . and C.D. (the joint assured) of..... in consideration of the President agreeing at our request to accept payments towards the within policy of assurance in substitution for the subscriptions payable by me the said A. B. to the General Provident Fund (or, as the case may be, to accept the withdrawal of the sum of Rs..... from the sum to the credit of the said A. B. in the General Provident Fund for payment of the premium of the within policy of assurance), hereby jointly and severally assign] unto the said President the within policy of assurance as security for payment] of all sums which under the rule 26 of the General Provident Fund (Central Services] Rules the said A. B. may hereafter become liable to pay to that Fund.

We hereby certify that no prior assignment of the within policy exists.

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

*Signatures of Subscriber and the Joint Assured.]*

Station.....

One witness to signature.

***Note.—The assignment may be executed on the policy itself either in the subscriber's handwriting or in type, or alternatively a typed or printed slip containing the assignment may be pasted on the blank space provided for the purpose on the policy. A typed or printed***

***endorsement must be duly signed and if pasted on the policy it must be initialled across all four margins.***

I, C. D., wife of A. B., and the assignee of the within policy, having, at the request of A. B., the assured, agreed to release my interest in the policy in favour of A. B., in order that A. B., may assign the policy to the President who has agreed to accept payment towards the within policy of assurance in substitution for the subscriptions payable by A.

B., to the General Provident Fund, hereby, at the request and by the direction of A. B., assign and I, the said A. B., assign and confirm unto the President the within policy of assurance as security for payment of all sums which under rule 26 of the rules of the said Fund (he said A. B.. may hereafter become liable to pay to the Fund.

We hereby certify that no prior assignment of the within policy exists.

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

*Signatures of the Assignee  
and the Subscriber.*

Station.....

One witness to signature.

**FOURTH SCHEDULE**

**(See rule 23)**

***Forms of Reassignment by the President***

**(1)**

All sums which have become payable by the above-named A. B. under rule 26 of the General Provident Fund (Central Services) Rules having been paid and all liability for payment by him of any such sums in the future having ceased the President doth hereby reassign the within policy of assurance to the said **A. B. and CD. /A. B.**

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

Executed by.....Account Officer of the Fund for and on behalf  
of the President in the presence of

X.Y

Y.Z.

(Signature  
of the  
Account  
Officer).

(One witness who should add his designation and address.)

**(2)**

The above-named A. B. having died on the.....day of  
..... 19, the President doth hereby reassign the within policy of assurance to  
C. D. ....<sup>1</sup>

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

Executed by.....Account Officer of the Fund for and on behalf of  
the President in the presence of

X.Y

Y.Z.

(Signature  
of the  
Account  
Officer).

(One witness who should add his designation and address.)

<sup>1</sup> Fill in particulars of persons legally entitled to receive the policy.

**FIFTH SCHEDULE**

**(See rule 24)**

***Form of Reassignment by the President***

The President doth hereby reassign the within policy to the said A. B./ A. B. and C. D. Dated this..... day of

X.Y Executed by.....Account Officer of the Fund for and on behalf of the President in the presence of

(Signature of the Account Officer).

Y.Z.

(One witness who should add his designation and address.)

-----

**SIXTH SCHEDULE**

**(See rule 15)**

***Authorities competent to grant temporary advances***

1. An advance for the grant of which, special reasons are not required under clause (c) of Rule 15 may be sanctioned by the authority competent to grant an advance of pay on transfer under paragraph 265 of the General Financial Rules.
2. An advance for the grant of which special reasons are required under clause (c) of Rule 15 may be sanctioned by—

A Ministry or Division of the Government of Pakistan.

Heads of Departments whose names appear in Appendix No. 14 to the Supplementary Rules.

Managers of Government of Pakistan Presses.

Principal Information Officer with the Government of Pakistan:

Provided that where in any particular case the authority mentioned in the above list is also the authority competent to grant an advance of pay on transfer under..... the advance from the Provident Fund may be- sanctioned only by the next higher administrative authority.

**Explanation** :—The next higher administrative authority to a Ministry or a Division of the Government of Pakistan is the President.

**SEVENTH SCHEDULE**

**(See rule 15A)**

***Form of Mortgage of Immovable Property***

THIS INDENTURE made the.....day of.....  
 One thousand nine hundred and.....  
 Between..... of.....  
 a Pakistan Central Government employee of.....  
 ..... (hereinafter referred to as the mortgagor which term shall, where the context so admits, include his heirs, executors, administrators and assigns) of the one part and the President of Pakistan (hereinafter referred to as the mortgagee which term shall, where the context so admits, include his successors and assigns) of the other part.

WHEREAS the mortgagor is absolutely seized and possessed of or otherwise well entitled to leasehold rights in the land hereditaments and premises hereinafter described and expressed to be hereby conveyed, transferred and assured (hereinafter referred to as the said hereditaments).

AND WHEREAS the mortgagor has applied to the mortgagee for an advance of the sum of Rs..... out of the sum standing to his credit in the General Provident Fund for the purpose of enabling him to defray the expenses of the lease and development of the said hereditaments and building thereon a suitable residence for his own use.

AND WHEREAS under the provisions contained in Rule 15A of the General Provident Fund (Central Services) Rules, 1934 (hereinafter referred to as the said Rules which expression shall, where the context so admits, include any amendment thereof or addition thereto from time to time in force) the mortgagee has agreed to advance to the mortgagor the said sum of Rs.....out of which the mortgagor hereby acknowledges the receipt of Rs..... which have already been paid to the mortgagor in pursuance of an agreement executed on..... 19..... between the mortgagor as borrower and mortgagee and the remainder, viz., Rupees..... being payable as entered and receipted from time to time in the schedule hereto.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the sum of Rs.....paid or to be paid accordingly for the purpose of enabling the mortgagor to defray the hereinbefore recited expenses the mortgagor hereby covenants "with the mortgagee to repay to the mortgagee the said sum of Rs,..... (and such further sums as shall hereafter be paid by him to the mortgagor pursuant to the hereinbefore recited agreement in that behalf) and interest thereon calculated according to the said Rules.

AND THIS INDENTURE ALSO WITNESSETH that for the consideration aforesaid the mortgagor doth hereby convey, transfer and assure unto the mortgagee all that piece of land situate in the..... district of..... registration district of.....sub-registration district of.....containing.....more or less now in the occupation of the mortgagor and bounded on the North by..... on the South by..... on the East by..... and on the West by..... together with the dwelling-house and the out-offices, stables, cook-rooms and out-buildings now erected or hereafter to be erected on the said piece of land together with all rights, easements and appurtenances to the said hereditaments or any of them belonging to hold the said hereditaments with their appurtenances including all erections and buildings ' hereafter erected and built on the said piece of land unto and to the use of the mortgagee absolutely subject to the proviso for redemption hereinafter contained PROVIDED ALWAYS that if and as soon as the said advance of Rupees..... (and of such further sums as may have been paid as aforesaid) made upon the security of these presents shall have been repaid and interest thereon calculated according to the said Rules by the deduction of monthly instalments of the salary of mortgagor as in the said Rules mentioned or by any other means whatsoever [<sup>1</sup>or if the mortgagor quits service or dies, and the outstanding amount of the advance is treated as part of final payment of the amount of the Provident Fund due and payable] then and in such case the mortgagee will upon the request and at the cost of the mortgagor recovery, re-transfer or re-assure the said hereditaments

---

<sup>1</sup> Inserted by O.P.M.F. Notification No. F. 25(8>RI/53, dated the 24-6-1953.



unto and to the use of the mortgagor or as he may direct AND it is hereby agreed and declared that if there shall be any breach by the mortgagor of the covenants on his part herein contained <sup>1</sup>[ ]before the said sum of Rupees..... (and any further sum as may have been paid as aforesaid) and interest thereon calculated according to the said Rules shall have been fully paid off then and in any of such cases it shall be lawful for the mortgagee to sell the said hereditaments or any part thereof either together or in parcels and either by public auction or by private contract with power to buy in or rescind any contract for sale and to re-sell without being responsible for any loss which may be occasioned thereby AND to do and execute all such acts and assurances for effectuating any such sale as the mortgagee shall think fit AND it is hereby declared that the receipt of the mortgagee for the purchase money of the premises sold or any part thereof shall effectually discharge the purchaser or purchasers therefrom AND it is hereby declared that the mortgagee shall hold the moneys to arise from any sale in pursuance of the aforesaid power UPON TRUST in the first place thereout to pay all the expenses incurred on such sale and in the next place to apply such moneys in or towards satisfaction of the moneys for the *lime* being owing on the security of these presents and then to pay the surplus (if any) to the mortgagor AND it is hereby agreed and declared that the said Rules shall be deemed and taken to be part of these presents.

The mortgagor hereby covenants with the mortgagee that he, the mortgagor will during the continuance of this security observe and perform all the provisions and conditions of the said Rules on his part to be observed and performed in respect of these presents and the said hereditaments.

IN WITNESS WHEREOF the mortgagor hath hereunto set his hand the day and year first above written.

Signed by the said (Mortgagor).

in the presence of

1<sup>st</sup> witness.

Address.

Occupation.

2<sup>nd</sup> witness.

Address.

Occupation.

(The deed should be registered)

Schedule

Received the sum of

---

<sup>1</sup> The words "or if he shall die or quit the service" omitted vide Notification *ibid*.

Date.....

Signature.

**EIGHTH SCHEDULE**

**(Vide rule 15-B)**

***Form of Agreement***

THIS INDENTURE made the-----day  
of-----One thousand nine hundred and-----  
BETWEEN-----of-----  
------(hereinafter called the Subscriber which expression shall  
include his heirs, executors, administrators, legal representatives and as signs of the one  
part and the President of Pakistan (hereinafter called the President which expression  
shall include his successors in office and assigns) of the other part.

WHEREAS the Subscriber has applied to the President to grant him an advance  
of Rs.----- out of the sum standing to the credit of the subscriber in the  
General Provident Fund (hereinafter referred to as the Fund) under the provisions of rule  
15-B of the General Provident Fund (Central Services) Rules (hereinafter referred to as  
the Rules which expression shall, where the context include any amendment thereof or  
addition thereto for the time being in force) which shall be deemed to form part of these  
presents to enable him to defray the expenses of building a house on the, piece of land

being plot No.-----district of-----sub-registration district of-----  
-----containing-----more or less owned by, and now in the possession  
of-----the Subscriber/wife/son(s)/daughter(s) of the Subscriber and the  
President has agreed to advance to the Subscriber the said sum of Rs.-----  
-----on the terms and conditions and in the manner laid down in the Rules and as  
hereinafter contained;

NOW IT IS HEREBY AGREED BETWEEN the parties to this agreement that in  
consideration of the said sum of Rs. -----advanced by the President to the  
Subscriber by instalments as/in a lump sum entered and received from time to time in  
the Schedule hereto annexed the Subscriber shall expend the full amount of the said  
advance towards the building of a house on the said piece of land at the earliest possible  
opportunity and if the actual amount so expended is less than the sum advanced the  
Subscriber shall repay the difference into the Fund forthwith.

AND IT IS HEREBY FURTHER AGREED AND DECLARED that if the said piece  
of land or the house built thereon is sold or otherwise alienated by its owner to any other  
person while the Subscriber is in service, the Subscriber shall forthwith repay into the  
Fund the entire amount of the advance together with the interest accrued thereon in a  
lump sum;

IN WITNESS WHEREOF the Subscriber has hereunto set his hand the day and  
year first above written.

Signed by the Subscriber-----  
in the presence of

1<sup>st</sup> Witness-----

Address-----

Occupation-----

2<sup>nd</sup> Witness-----

Address-----

Occupation-----

Schedule

S. No.

Date

Amount of Instalment.

Signature of Subscriber.

## NINTH SCHEDULE

(Vide rule 115-B)

### Form of Agreement

THIS INDENTURE made the one thousand nine hundred and -----  
 BETWEEN-----hereinafter called the subscriber which expression shall include  
 his heirs, executors, administrators, legal representatives and assigns) of the one part  
 and the President of Pakistan (hereinafter called the President which expression shall  
 include his successors in office and assigns) of the other part-----  
 -----

In the Ninth Schedule, for the figure and letter "15-C" twice occurring the figure  
 and letter "B-15" substituted by S. R. O. 388 (I)/90, Islamabad, the 24<sup>th</sup> April, 1990. the  
 Gazette of Pakistan, Extraordinary, Part II, Page No. 480, April 30. 1990.

WHEREAS the Subscriber has applied to the President to grant him an advance of  
 Rs.-----out of the sum standing to the credit of the Subscriber in the General  
 Provident Fund (hereinafter referred to as the Fund) under the provisions of rule 15-B of  
 the General Provident Fund (Central Services) Rules hereinafter referred to as the Rules  
 which expression shall, where the context admits, include any amendment thereof or  
 addition thereto for the time being in force) which shall be deemed to form part of these  
 presents to enable him to purchase a piece of agricultural land being plot No.-----  
 -----situated in-----district of-----sub-registration district of-----  
 -----and the President has agreed to advance to the Subscriber the said sum of  
 Rs.-----on the terms and conditions and in the manner laid down in the  
 Rules and as hereinafter contained:

NOW IT IS HEREBY AGREED BETWEEN the parties to this, agreement that in  
 consideration of the said sum of Rs.-----advanced by the President to the  
 Subscriber by instalments as/in a lump sum-----*entered and receipted from time  
 to time in the schedule hereto annexed* the Subscriber shall expend the full amount of  
 the said advance towards the purchase of the said piece of land at the earliest possible  
 opportunity and if the actual amount so expended is less than the sum advanced  
 Subscriber shall repay the difference into the Fund forthwith.

AND IT IS HEREBY FURTHER AGREED AND DECLARED that if said piece of  
 land is sold or otherwise alienated by its owner to any other person while the Subscriber  
 is in service, the Subscriber shall forthwith repay into Fund the entire amount of the  
 advance together with the interest accrued thereon in a lump sum;

IN WITNESS WHEREOF the Subscriber has hereunto set his hand the day and  
 year first above written.

---

<sup>1</sup> In the Ninth Schedule for the figure and letter "15-C" twice occurring, the figure and letter "15-B" substituted by S.  
 R. O. 388 (I)/90, Islamabad, the 24<sup>th</sup> April, 1990, the Gazette of Pakistan, Extraordinary, Part II, Page No. 480, April  
 30, 1990.

Signed by the Subscriber -----  
in the presence of

1st witness-----

Address-----

Occupation-----

2<sup>nd</sup> witness-----

Address-----

Occupation-----

-----

*Schedule*

S. No.

Date

Amount of Instalment

Signature of Subscriber.

## TENTH SCHEDULE

(Vide rule <sup>1</sup>15-B)

### *Form of Agreement*

THIS INDENTURE made the----- day of-----  
 One thousand nine hundred and-----BETWEEN-----of-----  
 -----(hereinafter called the Subscriber which expression shall include his heirs, executors,  
 administrators, legal representatives and assigns) of the one part and the: President of  
 Pakistan (hereinafter called the President which expression shall include his successors  
 in office and assigns) of the other part.

WHEREAS the Subscriber has applied to the President to grant him an advance  
 of Rs.----- out of the sum standing to the credit of the Subscriber in the  
 General Provident Fund (hereinafter referred to as the Fund) under the provisions of  
 rule\*15-B. of the General Provident Fund (Central Services) Rules (hereinafter referred  
 to as the Rules which expression shall, where the context so admits, include any  
 amendment thereof or addition thereto for the time being in force) which shall be deemed  
 to form part of these presents to enable him to purchase a house on the piece of land  
 being plot No.-----situated in-----district of-----sub-registration district  
 of-----and the President hat agreed to advance to the Subscriber the said sum of  
 Rs-----on the terms and conditions and in the mariner laid down in the Rules  
 and as hereinafter contained ;

NOW IT IS HEREBY AGREED BETWEEN the parties to this agreement that in  
 consideration of the said sum of Rs. -----advanced by the President to the Subscriber,  
 the Subscriber shall expend the fall amount of the said advance towards the purchase of  
 the said house within three months from the drawal of the advance and, if the actual  
 amount so expended is less than the sum advanced, shall repay the difference into the  
 Fund forthwith.

AND IT IS HEREBY FURTHER AGREED AND DECLARED that if the said house  
 is sold or otherwise alienated by the Subscriber while he is in service, the Subscriber  
 shall forthwith repay into the Fund the entire amount of the advance together with the  
 interest accrued thereon in a lump sum.

IN WITNESS WHEREOF the Subscriber has hereunto set his hand the day and  
 year first above written.

Signed by the Subscriber -----  
 in the presence of

1st witness-----

Address-----

---

<sup>1</sup> In the Tenth Schedule for the figure and letter "15-C" twice occurring, the figure and letter "15-B" substituted by S. R. O. 388 (1)/90, Islamabad, the 24<sup>th</sup> April, 1990, the Gazette of Pakistan, Extraordinary, Part II, Page No. 480, April 30, 1990.

Occupation-----

2<sup>nd</sup> witness-----

Address-----

Occupation-----

-----

## ELEVENTH SCHEDULE

<sup>1</sup>[OMMITTED]

---

<sup>1</sup> The Eleventh and Twelveth Schedule omitted by S.R.O. 388 (1)/90, Islamabad, the 24<sup>th</sup> April, 1990, the Gazette of of Pakistan, Extraordinary, Part II, Page No. 480, April 30, 1990.



## TWELVETH SCHEDULE

<sup>1</sup>[OMITTED]

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<sup>1</sup> The Eleventh and Twelveth Schedule omitted by S.R.O. 388 (1)/90, Islamabad, the 24<sup>th</sup> April, 1990, the Gazette of Pakistan, Extraordinary, Part II, Page No. 480, April 30, 1990.

**THIRTEENTH SCHEDULE**

**(See Rule 29, Government Decision 2)**

***Application for Review of the G. P. Fund Account***

To

The-----  
-----

Sir,

I am proceeding on L.P.R./retirement with effect from----- . It is requested that my G.P. Fund Account may please be reviewed and all the laissing credits adjusted so that the upto date correct balance is available for final payment to me. The requisite particulars are given below:—

- 1. Name (Block letters). -----
- 2. Father's Name -----
- 3. Account No(s). -----
- 4. Name of the Audit and Account Office(s) in whose audit jurisdiction served before transfer to the jurisdiction of your office and Account No. (s) allotted. -----

Your obedient servant.

(Signature)-----

Dated-----

(Designation) -----

OFFICE OF THE-----

No. -----Dated-----

Forwarded to A.G./Comptroller/DAO for payment of G.P. Fund dues.

(Signatures-----

Head of office) -----

**FOURTEENTH SCHEDULE**

**(See rule 29, Government Decision 2)**

***Application for Final Withdrawal of General Provident Fund Accumulation by a Retiring Retired Government Servant***

To

The-----

-----

**Sir,**

I have relinquished will relinquish the charge of the office/post of----- an----- consequent upon retirement/proceeding on L.P.R./Resignation / Dismissal /Discharge. I, therefore, request that my General Provident Fund dues may please be paid to me.

The requisite information is given below:—

- 1. Name with Father's name. \_\_\_\_\_
- 2. Subscriber's Account No(s). \_\_\_\_\_
- 3. Name of the Audit and Accounts Office(s) in whose audit jurisdiction served before transfer to the jurisdiction of your office and Account No(s) allotted. \_\_\_\_\_
- 4. The amount and month of last fund deduction. \_\_\_\_\_
- 5. Name of the office (A.G's/DAO/ Treasury/N.B.P. Branch) where the payment is desired. \_\_\_\_\_
- 6.
  - (a) Specimen signatures (in triplicate). \_\_\_\_\_
  - (b) Identity Card No. \_\_\_\_\_
  - (c) In the absence (a) & (b) other marks/particulars of Identification may be furnished. \_\_\_\_\_
- 7. If any Insurance policy was financed put of G.P. Fund account the following information may be furnished:
  - (a) (a) Name of the Insurance Policy. \_\_\_\_\_

(b) No. & date of Insurance Policy.

\_\_\_\_\_

(c) Insurance Policy with the subscriber or the audit/account advance(s) Office.

\_\_\_\_\_

8. Particulars of G.P. Fund Advance(s) drawn during last twelve months.

9. If no advance from O.P. Fund was drawn during last twelve months the certificate given opposite may be signed by the head of office in respect of Government servants of Grade 1 to 15, while the Government servants of Grade-16, and above may sign the certificate themselves.

Certified that no advance from O.P. Fund was drawn by the subscriber during last 12 months.

Signature-----

Designation-----

**Your obedient servant**

Signature-----

Postal/Residential Address -----

Dated-----

OFFICE OF THE-----

No. -----Dated-----

Forwarded to A.G./Comptroller/DAO for payment of G.P. Fund dues.

(Signature)-----

Head of office/ Department) -----

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**FIFTEENTH SCHEDULE**

**(See rule 29, Government Decision No. 2)**

***Application for Final Withdrawal of General Provident Fund Accumulation by  
Legal heirs of a Deceased Government Servant***

**PART I**

**(To be filled in by the applicant)**

To

The-----

-----

**Dear Sir,**

My----- (relationship with the deceased) expired while in Government service, and I being the legal heir, therefore, request that the G.P. Fund dues of the deceased may please be paid to me.

The requisite information is given below:—

- 1. Name of subscriber. \_\_\_\_\_
- 2. His father's name. \_\_\_\_\_
- 3. Designation at the time of death. \_\_\_\_\_
- 4. Account Number. \_\_\_\_\_
- 5. Name of the Office (AG/DAO/ Treasury) where the payment is desired. \_\_\_\_\_
- 6. \_\_\_\_\_
- (i) Specimen signatures (in triplicate) \_\_\_\_\_
- (ii) Identity Card No. \_\_\_\_\_
- (iii) In the absence of (i) &. (ii) other Marks/particulars of identification. \_\_\_\_\_
- 7. If there is no nomination, the following documents be attached. \_\_\_\_\_
- (i) List of family members, martial status, ages, name; und relationship with the deceased, amount payable to each of them (duly attested).
- (ii) Guardianship/succession certificate from a Civil Court or idemnity Bond if amount

of each minor heir exceeds Rs. 5000.00

**Yours faithfully,**

(Signature) -----

(Relationship with the  
deceased subscriber) -----

Postal/residential address) -----

Dated-----

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**PART II**

(To be completed by the department concerned)

Name of the Audit and Account Office in whose audit jurisdiction served before transfer to the jurisdiction of your office and Account No. allotted.

2. If any Insurance Policy was financed put of G.P. Fund account the following information may be furnished:

(i) Name of the Insurance Company,

(ii) No. and date of Insurance Policy.

(iii) Insurance Policy has been collected for safe custody.

3. The amount and month of last fund deduction.

4. Particulars of G.P. Fund advance drawn during last twelve months.

(Signature)-----

(Designation)-----

OFFICE OF THE-----No. -----Date-----Forwarded  
to A.G./Comptroller/DAO for payment of G.P. Fund dues.

(Signature)-----

Head of office/ Department) -----

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**GOVERNMENT OF PAKISTAN****MINISTRY OF FINANCE***Islamabad, the 12<sup>th</sup> August, 1966***NOTIFICATION**

S. R. O. 812 (K)/66.—In exercise of the powers conferred by sub-clause (a) clause (2) of Article 178, of the Constitution, the President is pleased to make the following rules, namely :---

**1.**

**(1)** These rules may be called the Central Government (Class IV Servants) evident Fund Rules.

**(2)** They shall take effect from the 1st July, 1966.

**2.** In these rules, unless the subject or context otherwise requires-

**(a)** "Accountant General" includes a Comptroller.

**(b)** "class IV servant" means a person who is either permanent in a class IV post under the Central Government, or such other post, the pay whereof is drawn by numbers, as the Central Government may by order specify, or has held such post for two years ;

**(c)** " pay " includes salary for leave on full average pay ; and

**(d)** "service book" includes a service roll or service record maintained in any form.

**3.** There shall be deducted from the pay of every class IV servant for each month for which he draws full pay, a sum of rupee one or such ether sum as the Central Government may from time to time specify.

**4.** The amount so deducted shall be shown in a separate column of the pay-bill and classified as revenue receipt under the head <sup>1</sup>1000 Non-Tax Receipts —1200 Receipts from Civil Administration and other Functions—1210 Receipts from General Administration—1212 Receipts in aid of superannuation".

**5.** The head of office shall record a certificate on the pay-bill to the effect that deductions on account of provident fund have been made in all cases and where a deduction has not been made in any case be shall record the reason therefore.

**6.** A record of the amounts deducted under rule 3, shall be maintained in a separate proforma statement to be pasted in his service book showing the date and amount of deductions made. Each entry therein shall be attested by, the head of office under his signature and shall also be signed by the class IV servant concerned. If

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<sup>1</sup> Substituted vide G.P.F.D. Notification No. F. I(2)-MUC/82, dated 12-2-1983.



no deduction is made for any month the fact and the reason therefore shall be recorded in the statement and the entry shall be likewise attested.

7. Every head of office shall maintain a register showing deductions made on account of provident fund. This register shall be posted monthly from the pay bills of the Class IV servants and the entries made in that register shall be reconciled with those made in the several service books at monthly or other convenient longer intervals. \_\_\_
8. In the service book of n class IV servant who was contributing to' the General Provident Fund before the commencement of these rules there shall be entered as an opening balance, the amount, at his credit in the General Provident Fund account, which shall be closed by transfer credit to the head <sup>1</sup>1000 Non-Tax Receipts—1200 Receipts from Civil Administration and Other Functions—1210 Receipts from General Administration—1212 Receipts in aid of superannuation". Where any amount subscribed by a Class IV servant but not credited to his General Provident Account is ascertained subsequently, it shall be added to the opening balance in (lie service book after making the necessary transfer entry in his General Provident Fund Account.
9. After a government servant has ceased to be entitled to contribute to the Provident Fund under these rules, the amount due to him shall be the amount to the credit of his account plus interest thereon calculated for each year at the same rate of interest and in the same manner as was applicable to the General Provident Fund contributions.
10. The amount of interest payable by the Central Government under these rules shall be worked out by the Accountant General who shall report after necessary audit checks the amounts payable separately on account of the provident fund deductions and interest thereon.
11. For the purposes of rule 10, the head of office in which the class IV servant was last on duty shall furnish the Accountant General with the service book of the class IV servant or a certified copy of the account of the provident fund deductions and the sanction of payment will be issued by the head of office on receipt of the report of the Accountant General.
12. Where a Class IV servant becomes eligible for contributing to the General Provident Fund, the amount payable to him shall be transferred to his credit in the General Provident Fund Account.

In all other cases payment shall be made in cash to the Class IV servant, and in either case an entry shall be made in the service book under the signature of the head of the office showing the amount paid and the date and authority for payment.

13. Every class IV servant shall nominate, in accordance with rule 8 of the General Provident Fund (Central Services) Rules, three persons in order of priority and such nomination shall be countersigned by the head of the office and pasted in his

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<sup>1</sup> Substituted *vide* G.P.F.D. Notification No. F. 1(2)-MUC/82 dated, 12-2-1983.

service book. In case a class IV servant dies before receiving payment under rule 12, the amount payable to him under that rule shall be paid to the surviving nominee first in the order of priority.

14. Payments made to a class IV servant on account of deductions made under these rules and interest thereon shall be debited respectively to the head of account "600 Transfer Payments—660 Superannuation Allowances and Pension-669 Others—Payments under the Central Government (Class IV Servants) Provident Fund Rules" and "600 Transfer Payments—610 Interest—616 Others" Interest payable under the Central Government (Class IV Servants) Provident Fund Rules".
15. The Provident Fund Act, 1925 (Act No. XIX of 1925), shall apply to the provident fund deductions made under these rules.
16. The General Provident Fund (Central Services) Rules in so far as they are applicable to Class IV servants shall be deemed to have been repealed.

**[No. F. 1(14)-R. 3/60].**

***Government decision.—***

- (1) For sometime past a number of representations from various associations of class IV employees of the Central Government have been received in this Ministry filing the restoration of normal O.P. Fund facilities to class IV employees. The position has been carefully reviewed and it has been decided that :—
  - (i) the present restriction limiting the amount of monthly subscription of Re. 1.00 should be removed and Class IV Government servants may be permitted to contribute at higher rates. The option to increase the rate during the current financial year may be allowed to be exercised within one month of the date of issue of this O. M. Thereafter, a Class IV Government servant shall intimate the fixation of the amount of his monthly subscription in each year before the 15<sup>th</sup> June of the preceding year and the amount of the subscription so fixed shall remain unchanged throughout the year ;
  - (ii) the relevant provisions regarding temporary advances as contained in the General Provident Fund (Central services) Rules will, *mutatis mutandis*, apply to Class IV servants also.
2. The accounts of the deductions and the advances shall continue to be maintained by the drawing and disbursing Officers in accordance with rules 6 and 7 of the Central Government (class IV Servants) Provident Fund Rules.
3. The withdrawals on account of advance may be debited to the head <sup>1</sup>"4000 Advances Not Bearing Interest— 4100 Advances Repayable— 4109 Provident Fund Advances to Government Servants (Grades 1&2), and the recoveries adjusted there against.

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<sup>1</sup> Substituted vide G.P.F.D. O.M. No. F. 1(2)-MUC/82 dated, 12-2-1983.

[G.P.M.F., O.M. No. F. 9(22)-R. 8/71, dated 15-2-1972].

**APPENDIX A**

[See Rules 4 and 20(3)]

*(Extracts from the Kales regulating the General Provident Fund as corrected up to the end of July 1929.)*

1. \* \* \* \* \*

**Note 2.—Section writers who are members of fixed establishments and piece-workers in Government Presses are eligible to subscribe to the Fund.**

**Note 3.—Patwaris in inferior service, in permanent employ are eligible to subscribe to the Fund.**

**Note 4.—Patwaris in inferior service, in temporary employ and all officers in temporary superior service shall be eligible to subscribe to the Fund with the consent of the head of their office, provided that they have been employed or, in the opinion of the head of their office, are likely to be employed for at least three year:.**

\* \* \* \* \*

3. \* \* \* \* \*

\* \* \* \* \*

**Note 1.—Temporary Engineers in the Public Works Department appointed on or after the 1<sup>st</sup> July 1913 and the temporary Engineers already serving in the Department, whose services have or may be re-engaged for a further period on an increased rate of pay, shall be required to subscribe to the Fund at the rate of 1-1/2 annas in the rupee or 9-3/8 per cent of pay.**

\* \* \* \* \*

7. \* \* \* \* \*

**Note 1.—Explanations and Exceptions.**

**(f)** The subscription of piece-workers in the several Government of Pakistan Presses shall be calculated on 200 times their hourly class rate for March of the preceding financial year.

**(g) Other piece-rate workers.**—The subscription of section writers, typists and other piece-rate workers who are members of fixed establishments shall be calculated on their earnings for March of the preceding financial year.

21.

**(ii)** An insurance policy shall be on the subscriber's own life, in which case it is im-

material what form the policy takes, *i.e.*, it may be a life or an endowment, or double endowment policy, but It shall be such as is legally assignable to Government.

**Note1.—A guarantee policy which ensures the payment of the sum assured in the event of the policy-holder being retired by the Medical Board shall be accepted for the purposes of this rule.**

A contingent annuity, which in the event of his death ensures a certain income to the insurer's wife or children, or both, shall also be accepted for the purposes of this rule.

**Note 2.—If a policy of insurance is effected by a subscriber on his own life for the benefit of a sole beneficiary specifically named therein, a formal assignment by both the insured and the sole beneficiary shall be permissible. An assignment of a policy effected by a subscriber on his own life for the benefit of more than one beneficiary whether existent or not at the date of the policy shall not, in view of the attendant legal difficulties, be permissible under this rule.**

\* \* \* \* \*

## 21-A.

- (b) A married subscriber to the Fund may substitute, for subscriptions to the General Provident Fund, payments towards either (i) a policy of assurance effected on his own life, if the policy, on the face of it, is for the benefit of his wife or of his children or of any or all of these provided that, if such policy matures not at death, but after a period of years, the date of maturity shall not be earlier than the earliest date on which the subscriber may, by the terms of this service, retire, or (ii) any policy of assurance effected on his own life which he has assigned to trustees by a deed of settlement for the benefit of his wife or his children or of any or all of these.
- (c) A married subscriber to the Fund may substitute, or continue to substitute; as the case may be, for contributions to the General Provident Fund, payments towards a policy of assurance on his own life to which he has already been subscribing, provided that he either (i) assigns his existing policy to trustees by a deed of settlement for the benefit of his wife or of his children or of any or all of these ; (ii) converts his policy into a policy of assurance effected on his own life, but expressed on the face of it to be for (the benefit of his wife or of his children or of any or all of these, provided that if such policy matures not at death but after a period of years, the date of maturity shall not be earlier than the earliest date on which he may, by the terms of his service, retire ; or (iii) converts his policy into any policy of assurance effected on his own life, and then assigns it to trustees by a deed of settlement for the benefit of his wife or of his children or of any or all of these, and provided that if he has, as a bachelor, been substituting for contributions to the Fund payments towards such a policy of assurance, then such assignment, conversion or conversion and assignment, shall be effected before or within three months after his marriage.

***Note 1.—If upon the conversion of an existing policy any portion of the surrender value of such policy is not applied in effecting the new policy, such portion shall be paid or repaid to the Fund and placed to the credit of the subscriber's account.***

**APPENDIX B.****(See Rule 31)**

1. Any sum payable under rule 31 to a member of the family of a subscriber vests in such member under sub-section (2) of section 3 of the Provident Fund Act, 1925.
2. When a nominee is a dependant of the subscriber as defined in clause (c) of section 2 of the Provident Funds. Act. 1925, the amount vests, in such nominee under sub-section (2) of section 3 of the act.
3. When the subscriber leaves no family and no nomination made by him in accordance with the provisions of rule 8 subsists, or if such nomination relates only to part of the amount standing to his credit in the Fund, the relevant provisions of clause (b) and of sub-clause (ii) of clause (c) of sub-section (1) of section 4 of the Provident Funds Act, 1925, are applicable to amount or the part thereof to which the nomination, does not relate.

## APPENDIX C

### COPY OF LETTER No. F. 22 (30-R. II/36, dated the 5<sup>th</sup> January, 1937 FROM THE FINANCE DEPARTMENT TO ALL ACCOUNTS OFFICES RAISED NOMINATIONS

Subject: --- Section 5 (1) of the Provident Funds Act. 1925.

I am directed to state for your information that the following questions has been raised with regard to the application of section 5 (1) of the Provident Funds Act, 1925 to nominations under rules regulating the various Provident Funds

- (1) Whether the provision in rule 26 of the State Railway Provident Fund Rules to the effect that on the marriage or remarriage of a subscriber who is not a Hindu. Mohammedan, Buddhist or other person exempted from the operation of the Indian Succession Act, any nomination already made by him shall forthwith become null and void, is ineffective as contravening section 5 (1) of the Provident Funds Act.
  - (2) Whether a nomination made under one set of rules of a Provident Fund become invalid under a later set of rules, if not revised as required by the later set of rules.
2. As it is necessary that the correct position with regard to nominations made under section 5 (1) of the Provident Funds Act should be explained I am directed to say that the position is that section 5 (1) does not itself provide for nominations to be made, and that it does not itself create any right in favour of the nominee. It merely gives protection and force to a nomination made in accordance with the rules of a Provident Fund. If, therefore, a rule exists any Provident Fund Rules rendering nominations invalid on marriage or remarriage, nominations (even if valid when made) will become ineffective if subscribers marry or remarry and will not be nominations to which the protection of section 5 (1) of the Act could extend. There thus no question of any provision such as that referred to at paragraph 1(1) above being in conflict with the Act.

As regards the question in paragraph 1 (2) above, a nomination under section a (1) of the Act must also not only be in accordance with the rules (as they may stand when it is made), but it must continue to be in accordance with the rules (as they may stand, amended or altered, from time to time). The words "duly, made in accordance with the rules of the Fund" occurring in the section are significant and in view of these words the position is that a nomination once made in accordance with the rules might lose its validity, if the rules are subsequently altered or amended. A nomination made under one set of rules may thus become invalid under another set of rules if not revised as required by the later set of rules and so loses benefit of section 5(1) of the Act.



**ADMINISTRATIVE, ORDERS, NOTIFICATIONS****TO****General Provident Fund Rules**

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**GOVERNMENT OF PAKISTAN****FINANCE DIVISION****(REGULATIONS WING-II)**

No. F. I (I)-Reg (7)/86-61

Islamabad, the 1<sup>st</sup> January, 1986**RESOLUTION**

The rate of interest on deposits and on balances at the credit of subscribers to the General Provident and Similar other Funds on 30<sup>th</sup> June, 1984 was fixed under this Division's Resolution No. F. 1 (6)-R., 7/84-1247, dated the 24<sup>th</sup> October, 1984 at 14.60 percent per annum. It has now been decided that the rate of profit applicable to the subscriptions and the balances in various Provident Funds during the financial year beginning on the 1<sup>st</sup> July, 1985 shall be 14.72 percent per annum. The Funds concerned are:

1. The General Provident Fund.
  2. The Contributory Provident Fund.
  3. The I.C.S. Provident Fund,
  4. The I.C.S. (NEM) Provident Fund
2. Necessary instructions regarding the rate of profit applicable to the balance in the various provident Funds under the control of Ministry of Railways and the Ministry of Defence for the year in question will be issued separately by those Ministries.

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**GOVERNMENT OF PAKISTAN,  
FINANCE DIVISION  
(REGULATIONS WING-II)**

No. F. 1(4)-Reg (7)/86

Islamabad, the 24<sup>th</sup> July, 1986

**OFFICE MEMORANDUM**

Subject: ---**REPLACEMENT OF EXISTING G. P. F. SYSTEM BY PROVIDENT FUND BOND SYSTEM.**

The undersigned is directed to refer to this Division's O. M, of even number dated the 10<sup>th</sup> July, 1986 on the subject noted above, and to state that the G. P. Fund advances and their recoveries may continue to be granted upto 30<sup>th</sup> June, 1987 under the existing rules and orders. The financing of Insurance Policies out of the fund will also be admissible up to 30 6-1987 whereafter payment on account of Policies premium G. P. C. will cease and such Policies would then be financed through subscriber's own resources.

**Sd/-**

**(SHARAFATULLAH KHAN)**

**Section Officer (Reg. 7)**

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**OFFICE OF THE AUDITOR GENERAL OF PAKISTAN**

**CENTRAL GOVT. OFFICES BUILDING, GULBERG-III, LAHORE**

No. 396 Reg. II/15-86

Dated 30 July. 1986

To;

1. The Accountant General, Pakistan Revenues. Islamabad.
2. The Accountant General. Pakistan Revenues, Sub-Office, Lahore.
3. The Accountant General. Pakistan Revenues, Sub-Office, Karachi.
4. The Accountant General, Pakistan Revenues, Sub-Office, Peshawar.
5. The Accountant General, Pakistan Revenues, Sub-Office, Quetta.
6. The Accountant General, Pakistan Revenues, Sub-Office, Gilgit.

Subject: ---**REPLACEMENT OF EXISTING GENERAL PROVIDENT FUND SYSTEM BY PROVIDENT FUND BOND SYSTEM.**

Kindly refer to Government of Pakistan, Finance Division O. M. No. F. (4)-Reg. (7)/86. dated the 19<sup>th</sup> June and 10<sup>th</sup> July 1986, copies to your office vide endorsements No. 576-Reg. II/15-86, dated 26-6-86 and No. 663 Reg. II/15-86. dated 22-7-1986. on the subject noted above.

2. In order to differentiate the existing G. P. Fund balances and the deductions made under the Provident Fund Scheme, it has been decided that the recoveries from 1-7-1986 may be accounted for under new head at below :—

1000---Unfunded Debt.

1500---State Provident Funds.

1576---Provident Fund Bonds.

3. The recoveries of the existing temporary advances shall be continued and accounted for as heretofore. Such recoveries shall be shown in separate schedules attached to the pay bills. The new advances against the old balances shall also be granted under the existing rules and the payments and recoveries shall continue to be accounted for under old procedure. Such recoveries shall also be shown in the schedules. The recoveries on account of advance shall be separately shown in the computer slip. The insurance Premia already being paid shall be continued but no new Insurance Policy shall be accepted for payment out of the existing G. P. Fund balances from 1-7-1986, onwards.
4. In cases where the Government servant concerned retires before the issue of the Provident Fund Bonds due to delay in the finalisation of the procedure of the new scheme, the amount deducted from 1 -7-1986 onwards and interest thereon under the existing rules shall be paid to them along-with the final payment of their G. P. Fund Balance as on 30-6-86. The two payments shall be accounted for under separate heads prescribed for such.

**Sd/-**

**(A.R. ARIF)**

**(Deputy Auditor General (Insp.))**

No. 697.Reg.II/15-86

Dated 30-7-86

Copy forwarded in continuation of this office endorsement No. 576-Reg. II/15-86, dated 26-6-1986 and No. 663-Reg. II/15-86. dated 22-7-1986 to all Provincial Accountants General for similar action in consultation with respective Provincial Governments: -

1. The Accountant General Punjab, Lahore.
2. The Accountant General Sind. Karachi.
3. The Accountant General. NWFP., Peshawar.

4. The Accountant General, Baluchistan, Quetta.

**Sd/-**

**(MUHAMMAD ASLAM)**

**Assistant Accounts Officer (Reg).**

**STATEMENT SHOWING UNIFORM RATE OF SUBSCRIPTION FOR PROVIDENT  
FUND BOND SYSTEM**

Scale	Minimum	Maximum	Mean	Minimum Deduction at existing sate (on mean)	Proposed rate of monthly deduction
B-1	440	640	540	Rs. 16	Rs. 20
B-2	460	700	580	Rs. 17	Rs. 20
B-3	480	760	620	Rs. 19	Rs. 25
B-4	500	820	660	Rs. 20	Rs. 25
B-5	520	8HO	700	Rs. 21	Rs. 30
B-6	540	940	740	Rs. 22	Rs. 30
B-7	560	1020	790	Rs 40	Rs. 50
B-8	590	1110	850	Rs.43	Rs.50
B-9	620	1200	910	Rs.46	Rs.60
B-10	660	1300	980	Rs.49	Rs.60
B-11	700	1400	1050	Rs.53	Rs.70
B-12	750	1550	1150	Rs.58	Rs.70
B-13	800	1700	1250	Rs.63	Rs.80
B-14	850	1850	1350	Rs.68	Rs.80
B-15	900	2000	1450	Rs.73	Rs.100
B-16	1050	2250	1650	Rs.132	Rs.150
B-17	1600	3040	2320	Rs.186	Rs.200
B-18	2100	3600	2850	Rs.228	Rs.250
B-19	3200	4480	3840	Rs.307	Rs.350
B-20	3800	5240	4520	Rs.362	Rs.400
B-21	4200	6000	5100	Rs.408	Rs.450
B-22	4500	6500	5500	Rs.440	Rs.500

**REPLACEMENT OF EXISTING G.P. FUND SYSTEM**  
**(FOR CIVIL EMPLOYEES OF THE FEDERAL GOVERNMENT)**  
**GOVERNMENT OF PAKISTAN FINANCE DIVISION**  
**(REGULATION WING-II)**

No. F. 1(4)-Reg (7)/86

Islamabad, the 12th July 1987.

**OFFICE MEMORANDUM**

**SUBJECT: REPLACEMENT OF EXISTING G.P. FUND SYSTEM BY PROVIDENT FUND BOND SYSTEM**

The undersized is directed to refer to this Division's OM No. F.I (4)-Reg (7)/86, dated the 19<sup>th</sup> June, 1986 on the Subject noted above.

2. On the recommendations of the Pay Committee, the Basic Pay Scales have since been revised vide this Division's OM No.F.I/7/IMP/II/87 dated the 1<sup>st</sup> July 1987, consequently, it has been decided to revise the rates of subscription towards the Provident Fund Bonds as shown in the Annex to this O.M. The deduction from the pays of the employees on the basis of the new rates shall be made in July, 1987 to be paid on 1<sup>st</sup> August 1987 and onwards.
3. There will be no option to postpone subscription to the above Fund either during leave of any kind or during the training period. In cases of suspension, recovery of arrears of subscription will be effected if reinstatement takes place.

**Sd/-**

**(ALI AHMAD)**

**Deputy Secretary**

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**STATEMENT SHOWING UNIFORM RATE OF SUBSCRIPTION, UNDER PROVIDENT  
FUND BOND SYSTEM**

**ANNEX**

Scale	Minimum	Maximum	Mean	Minimum Deduction at existing rate (on mean)	Proposed rate of monthly deduction
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
	Rs.	Rs.	Rs.	Rs.	Rs.
B.1	600.00	860.00	730.00	21.90	25.00
B.2	625.00	945.00	785.00	39.25	40.00
D.3	650.00	1030.00	840.00	42.00	45.00
B.4	675.00	1115.00	890.00	43.75	45.00
B.8	700.00	1200.00	950.00	47.50	50.00
B.6	725.00	1285.00	1005.00	50.25	50.00
B.7	750.00	1370.00	1060.00	53.00	55.00
B.8	790.00	1470.00	1130.00	56.50	60.00
B.9	830.00	1590.00	1210.00	60.50	60.00
B. 10	870.00	1710.00	1290.00	64.50	65.00
B. 11	910.00	1830.00	1370.00	68.50	70.00
B. 12	970.00	2010.00	1490.00	74.50	75.00
B. 13	1035.00	2195.00	1615.00	129.20	130.00
B. 14	1100.00	2380.00	1740.00	139.20	140.00
B. 15	1165.00	2585.00	1875.00	150.00	150.00
B. 16	1350.00	2925.00	2037.50	171.04	175.00
B. 17	2065.00	3925.00	2995.00	239.60	250.00
B. 18	2710.00	4660.00	3685.00	294.80	300.00
B. 19	4130.00	5770.00	4950.00	396.00	400.00
B. 20	4900.00	6780.00	5840.00	467.20	500.00
B.21	5420.00	7740.00	6580.00	526.40	550.00

B. 22	5800.00	8400.00	7100.00	568.00	600.00
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