

**BAHAWALPUR MUSEUM EMPLOYEES (GENERAL PROVIDENT FUND)**  
**REGULATIONS 1998**

**1. Title & Commencement:**

- a. These Regulations may be called the Bahawalpur Museum Employees (General Provident Fund) Regulations and shall except as provided in Regulation 24 is applicable to persons who entered the Museum service after July 1974. These Regulations shall not apply to the persons whose services have been obtained from Government or any Authority or Statutory Body on deputation.
- b. These Regulations shall come into force at once.

**2. Definition.**

In these Regulations unless there is anything repugnant in subject or context:

“Accounts Officer” means the Drawing and Disbursing Officer of the Museum or such other officer as the Chairman may nominate;

- a. “Depositor, Subscriber/Member”, means an employee of the museum who is required or permitted under these Regulations to subscribe to the fund and on whose behalf a deposit is made under these Regulations.
- b. “Family”
  - (i) Means in the case of male subscriber the wife or wives and children of a subscriber and the widow or widows and children of deceased son of the subscriber provided that if a subscriber proved that his wife or wives has or have been judicially separated from him or has ceased under the customary law of the community to which she belongs to be entitled to maintenance and she shall henceforth be deemed to be no longer a member of the subscriber’s family in matters to which these Regulations relate unless the subscriber subsequently indicate by express intimation in writing to the Director 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 intimation in writing to the Director expresses here desire to exclude here 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 regulations relate unless the subscriber subsequently cancels formally writing here intimation excluding him.

Note 1: "Children mean legitimate children.

Note 2: An adopted child shall be considered to be a child only when the Director or if any doubt arises in the mind of the Director, the Chairman is satisfied that under the personal law of the subscriber, adoption legally recognized as conferring the status of a natural child, but in this case only.

- (d) "Funds" means the General Provident fund of the Museum.
- (e) "Subscription" means the amount deducted from the pay of an employee at the rate mentioned in Regulation 10(1) for credit in his General Provident Fund.

### **3. CONSTITUTION OF THE FUND.**

There shall be constituted and to be called the Bahawalpur Museum employees (General Provident Fund) to the credit where it shall be placed:

- (a) All contributions by Museum Employees.
- (b) Profit or interest if any accrued on investments of the fund.

### **4. ADMINISTRATION OF THE FUND:**

1. The management of the fund shall vest in the Board which may, from time to time, make such Regulations or issue such general or specific directions as may be consistent with these Regulations or issue such general or specific directions as may be consistent with these

Regulations. Director of the Museum shall act as Manager of the fund and Secretary to the Board.

2. All sums paid into the fund under these Regulations shall be credited in the books of the Board to an account names by "Bahawalpur Museum Employees General Fund Account".

**5. MEMBERSHIP:**

An employee of the Museum shall be eligible for subscription to the General Provident Fund after completion of one year's service.

**6. TERMINATION OF MEMBERSHIP.**

No employees shall continue as member of the G.P. fund when:

- |                  |  |
|------------------|--|
| i.               | retiree or resigns from the service of the Museum; |
| ii.              | he is dismissed or removed from                    |
| service;         |  |
| iii.             | his services are dispensed with on                 |
| medical grounds. |  |
| iv.              | his services are otherwise dispensed               |
| with, and        |  |
| v.               | he dies.   |

**7. NOMINATION:**

- (1) A subscriber shall as soon as may be, after joining the fund, lodge with the Director a nomination conferring on one or more persons the right to receive the amount of the G.P. fund at his credit in the fund in the event of his 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 family the nomination shall not be in favour of any person other than one or more members of the family.

- (2) If the subscriber nominates more than one person under sub regulation (1) he shall specify in the nomination, the amount of share payable to each of the nominee, 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 in such one of the forms PF-1,2,3 & 4 as is appropriate in the circumstances.
- (4) A subscriber may at any time cancel a nomination by sending a notification writing to the Director.

Provided that the subscriber shall, along with such notice, send a fresh nomination made in accordance with the provisions of sub-regulations 7 (1).

- (5) Without prejudice to the provision of sub-regulation (4) a subscriber shall along with every nomination made by him under this regulation, send to the Director a contingent notice of cancellation which shall be in such one of the forms P.F.5 & 6 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-regulation (5) become operative and the nomination to which that notice relate, consequently stands cancelled. The subscriber shall send to the Director a fresh nomination made in accordance with the provision of sub-regulations (1) to (3).
- (7) Every nomination made, and every notice of cancellation given by a subscriber shall, to the extend that it is valid, take effect on the date on which it is received by the Director.
- (8) Nothing in sub-regulations (1) to (3) shall be deemed to invalidate or to require the replacement by a nomination there under of a nomination duly made before and subsisting on the date of this notification.

Provided that in respect of every such nomination, the subscriber shall as soon as may be after the said date and to Director, a contingent notice of cancellation in such one of the forms P.F. 5 & 6 as is appropriate in the circumstances.

## **8. SUBSCRIBER'S ACCOUNT**

1. An account shall be prepared in the name of each subscriber, and shall show the amount of his subscriptions with interest, profit accrued thereon.

The subscriber's subscription along with the interest/profit accrued thereon shall be maintained separately in the individual account.

2. When paying a subscription either by deduction from pay or in cash, a subscriber shall quote the number of his account in the fund which shall be communicated to him by the Accounts Officer, Any change in the number shall similarly be communicated to the subscriber by the Director.
3. As soon as possible after the 30<sup>th</sup> June of each year, Accounts 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/profit credited as on the 30<sup>th</sup> June of the year and the closing balance on that date.
4. The subscribers shall satisfy themselves as to the correctness of the annual account statement, and errors shall be brought to the notice of the Account's Officer.
5. The Accounts Officer shall, if required by a subscriber 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.

**9. CONDITIONS AND RATE OF SUBSCRIPTION:**

1. A subscriber shall subscribe monthly to the fund except during a period of suspension.

Provided that a subscriber may, at his option, elect not 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 to exceeding the maximum amount of arrears 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 employee of the Museum who draws his 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 employee of the Museum who draws his own pay bills by written communication to the Director before he proceeds on leave. Failure to make due and timely intimation shall be deemed to constitute an election to subscriber.

The option of a subscriber intimated under this regulation shall be final.

3. No deduction of the monthly subscription shall be made from the pay bills of a subscriber for the month in which his application under sub-regulation (2) of regulation 23 is made.

#### **10. MEMBER'S SUBSCRIPTIN TO THE FUND.**

- 1) Every subscriber shall subscribe monthly to the General Provident Fund.
- 2) The amount of subscription payable for any month shall be at a rate of 10% of his pay or at such rate as may be prescribed in this behalf by the Board and shall be expressed to the nearest rupee (fifty paises being counted as one whole rupee).
- 3) No additional voluntary subscriptions shall be accepted.
- 4) Payment by a subscriber to the fund shall be made by deduction from his pay.
- 5) An employee of the Museum shall not subscribe to the General Provident Fund during the period of his probation on first entry into the Museum service.

Recovery of the subscription and the of the principle of advance shall be made from the pay of the subscriber.

#### **11. REALIZATION OF SUBSCRIPTION.**

- 1) Recovery of subscription and of advance shall be made from the emoluments of the subscriber.
- 2) When emoluments are drawn from any other source, the subscriber shall forward his dues monthly to the Accounts Officer.
- 3) If the employee fails to subscribe with effect from the date on which he is required to join the fund under regulation 5, the total amount use to the fund on account of arrears of subscription shall, at the rate provided in regulations 10(1)(2) forthwith be paid by the subscriber to the fund or in default be ordered by the Director to be recovered by deduction from the emoluments of the subscriber in instalments or otherwise, as may be directed by the authority competent to grant an advance under these regulations.

## **12. INTEREST/PROFIT.**

- 1) Subject to the provisions of sub-regulation (5) below, the Board shall pay to the credit of the amount of a subscriber interest/profit at such rate as may be determined for each year by the Board.
- 2) Interest/Profit shall be credited with effect from the last day in such year in the following manner:-
  - i. On the amount at the credit of a subscriber on the last day of the proceeding year, less any sums withdrawn during the current year interest/profit for twelve months;
  - ii. On sums withdrawn during the current year, interest/profit from the beginning of the current year up to the last day of the month proceeding the month of withdrawal;
  - iii. On all sums credited to the subscriber's account after the last day of the proceeding year, interest/profit from the date of deposit up to the end of the current year;
  - iv. the total amount of interest/profit shall be rounded to the nearest whole rupee (fifty paise counting as next higher rupee).
- 3) The date of deposit shall, in the case of recovery from emoluments, be deemed to be the first day of the month in which it is recovered;
- 4) In addition to any amount to be paid under regulation 22, 23 and 24, the interest/profit accrued thereon up to the end of the month proceeding that in which the payment is made, shall be payable to the person to whom such amount is to be payable to the person to whom such amount is to be paid 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/profit shall be payable only up to the end of the month proceeding the date so intimated, or the date of posting the cheque as the case may be;

Provided further that if the person entitled to the payment does not send an application in that behalf within six months of the date on which the amount standing to the credit of the subscriber has become payable, interest credit of the subscriber has become payable, interest shall not be payable beyond the end of the sixth month after the month in which the amount become payable.

- 5) Interest shall not be credited to the account of a Muslim subscriber if he informs the Director 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.

#### **EXPLANATION:**

When a subscriber intimates in writing his intention to forego interest already accrued on his deposits in the Provident Fund the interest should be withheld and credited to the Board's revenue.

The interest already credited to the subscriber's account in such cases should be re-adjusted by debit to his Provident Fund Account by contra-credit to the relevant head accordingly as the amount of interest was originally credited to the subscriber's account during the current year or previous years.

- 6) The interest/profit accrued on the amounts which under regulation 11 (3) of regulation 24, are replaced at the credit of the subscriber in the fund shall be calculated at such rates as may be assessably prescribed under sub-regulation (1) of this regulation and so far as may be in the manner described in this regulation.

#### **EXPLANATION.**

When a subscriber is dismissed from the service of the Board but has appealed against his removal, the balance at his credit shall not be paid over to him until final orders confirming the decision



are passed on his appeal. Interest/profit shall however be paid on the balance up to the end of the month proceeding that in which such orders are passed;

**EXPLANATION-21:**

No interest/profit shall be allowed on the amount recovered on account of the General Provident Fund subscription in excess of the actual amount due. When the excess payment of subscription is adjusted by short payments in subsequent months, interest should be allowed for the later months on the full amount due, the balance having been already received in the former month.

**13. ADVANCES FROM THE FUND.**

A temporary advance may be granted to the subscriber from the amount standing to his credit in the fund at the discretion of the competent authority under regulation 14, 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;
- (b)
  - (i) to pay expenses incurred in connection with the prolonged illness of the applicant or applicant's spouse or any person actually dependent upon the applicant.
  - (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 scale appropriate to the applicant's status in connection with the marriage funerals or ceremonies which by his religion or custom, it is incumbent on him to perform;
  - (iv) to purchase a plot of land for the construction of a house or to purchase a house or to construct one for the occupation of the subscriber himself or his family on a piece of land owned by the subscriber or to make additions to or alterations in an existing house owned by the subscriber; whether or not constructed or purchase with the house building advance.

- (v) to purchase a conveyance (car, scooter, motor-cycle or bicycle)

- (1) A temporary advance may be granted to the subscriber for the performance of Hajj.
- (2) The sanctioning authority shall record in writing its reasons for granting the advances.

- (c) An advance other than that covered by clauses (a), (b)(iv) and (b)(v) of the regulation shall not;

- (i) exceed six months pay or half the amount at the credit of the subscriber in the fund which ever is less, or
- (ii) unless the amount already advanced does not exceed two third of the amount admissible under clause (c) (i) be granted, until at least six months after the final repayment of all previous advances.

- (d) An advance under clauses (b)(iv) shall be subject to the following conditions:

- (i) shall in no case exceed twenty-four months pay of the subscriber or eighty percent of the amount of the credit of the subscriber in the fund, whichever is less;
- (ii) Advance granted for construction of a house shall be paid in two equal instalment.

- (iii) If the first instalment is not utilized for the purchase of construction of the house within 8 months of its withdrawal, it shall be refunded unless the sanctioning authority extends this period.

- (iv) For the purpose of drawl of the second instalment the subscriber shall be required to give under his hand a certificate to the effect that he has actually utilized the first instalment on the construction of the house.

- (v) The subscriber shall not dispose of the house purchase or constructed with an advance unless it has been repaid or the subscriber retires from Museum service

- (vi) The applicant shall execute the agreement on the respective form appended to these regulations;

- (e) An advance under (b) (v) above, for the purchase of Car, Scooter, Motorcycle, Bicycle shall not exceed;

In case of Car, Motorcycle, Scooter, 12 months pay of the subscriber or half the balance at his credit in the fund whichever less and in the case of Bicycle three months pay of the subscriber or half the balance at his credit in the fund, whichever is less.

**14. SECOND ADVANCE:**

A second advance shall not, except for special reasons to be recorded in writing by the sanctioning authority, be granted until at least six months after the complete repayment of a previous advance, unless the amount already advanced does not exceed two third of the amount admissible under sub-regulations 13(d) & (e).

**15. AUTHORITY COMPETENT TO SANCTION ADVANCE.**

Chairman in the case of employee of BS-16 & 17, and the above, and the Director in the case of the employees BS-1-15 shall be the competent authority to sanction the advance.

**16. RECOVERY OF ADVANCE:**

- (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, or in any case more than thirty six for the purposes specified in sub-clause (i), (ii), (iii), one hundred and twenty in the case of advance under clause (iv), one hundred for purchase of Car, Motorcycle or Scooter under clause (v) and thirty six for the purchase of bicycle under clause (v) regulation 13 (b) and retirement or quitting the service.
- (2) A subscriber may at his option, repay more than one instalment in a month.
- (3) Instalment shall be numbered of whole rupee, the amount of the advance being raised or reduced, if necessary, to admit of the fixation of such instalments.
- (4) Recovery shall be made in the manner prescribed in these regulations for the realization of the subscription and shall commence on the first occasion after the advance is made on which the subscriber draws pay for a full month. Recovery shall not be made except with the subscriber's consent, while he is on leave or in receipt of subsistence grant and recovery may be postponed on the subscriber's written request by the sanctioning authority during the recovery of an advance or pay granted to the subscriber.

**Explanation: 1.**

The expression "advance or pay" includes any ordinary advance of pay but does not included advance for the building or repair of house or for the purchase of conveyance.

**Explanation: 2**

for the purpose of recovery of an advance under this regulation vacation combined with leave shall treat as leave.

- (5) If more than one advance has been made to a subscriber, each advance shall be treated separately for the purpose of recovery.
- (6) In case of subscriber also draws or has drawn a house building advance from the Board, the recovery on account of the advance from the fund shall commence immediately after the advance drawn from the Board, has been fully repaid.
- (7) Payment shall be rounded in the rupee in the manner prescribed in regulation 10 (12).
- (8) No interest shall be charged on the advance.
- (9) 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, forthwith be repaid by the subscriber to the fund or in default be ordered by the Director to be recovered by deduction from the emoluments of the subscriber by instalments or otherwise as may be directed by the sanctioning authority.
- (10) Recoveries made under this regulation shall be credited as they are made to the subscriber's account in the fund.
- (11) A subscriber may at his option made repayment in a smaller number of instalments than prescribed. Each instalment shall be a number of whole rupee, the amount of the advance being raised for reduced if necessary, to admit the fixation of such instalments.
- (12) In fixation the amount of any advance, the sanctioning authority shall pay due regard to the amount at the credit of a subscriber in the fund.

**17. ADVANCE AFTER THE AGE OF 44, 45, & 50 YEARS.**

- (1) The competent authority may in its discretion, grant an advance for the construction of a house on non-refundable basis to a subscriber who has attained the age of 45 years. This regulation shall also be applicable to such of the subscribers who have already incurred a liability to discharge to a financial institution in connection with the construction of their house.
  - (2) The advance shall mutates matandis be governed by the terms and conditions applicable to an advance under sub-regulations (a) and (b) of regulation 17.
18. After a subscriber has attained the age of fifty years, the competent authority may, in its discretion, grant him an advance for any of the purposes specified below subject to the conditions mentioned against each purpose:
  - a. For construction of a house on a piece of land owned by the subscriber or to make additions to or alterations in an existing house owned by him.
    - (1) The advance shall mutates matandis be governed by the same terms and conditions as applicable to an advance under clause (b) (iv) of regulation 13.
    - (2) Provided that subject to the condition (3) no recovery of advance shall be made from the subscriber and the amount of advance shall be treated as part of the final payment of amount standing at the credit of the subscriber when the final payment becomes due.
    - (3) The first instalment of the advance shall be drawn only after an agreement is executed between the subscriber and the Board in form P.F.6.
    - (4) In case the house is sold or otherwise alienated by the subscriber without repayment of the advance and before his retirement from service, the subscriber shall forthwith repay into the fund the entire amount of advance together with the interest accrued thereon, in lump sum.

(b) For purchase of a house for his residence:

- (1) The amount of the advance shall not exceed eighty percent of the amount standing to his credit in the fund.
- (2) Subject to conditions (1), (3) & (4) the advance shall, mutates mutandis, be governed by the same terms and conditions as applicable to an advance under sub-regulation (2).
- (3) In case the house is not purchased within three months of the drawl of the advance, the subscriber shall forthwith repay into the fund the entire amount of the advance together with the interest accrued thereon, in lump sum.
- (4) The advance may be drawn in full at once. Satisfactory evidence shall be produced before the Accounts Officer to show that the advance for the purchase of the house has been spent within three months of its drawl. This can be done by showing to the Accounts Officer a due executed receipt for the amount paid.
- (5) The advance shall be drawn only after an agreement is executed between the subscriber and the Board in for P.F.7.

(c) For purchase of agricultural land.

1. The amount of the advance shall not exceed eight percent of the amount standing at his credit in the fund.

2. Subject to condition (1) the advance shall mutates mutandis, be governed by the same terms and conditions as applicable to an advance under sub-regulation (a) of this regulation, provided that the advance may be drawn in lump-sum if so desired by the subscriber.
3. The advance shall be drawn only after an agreement is executed by the subscriber with the Board in for P.F.8.

(d) For any of the following purchases namely:

i.	To defray expense in connection with the prolonged illness of the subscriber or a member of his family actually dependant upon him.	1.	The amount of the advance shall not exceed four months pay of the subscriber or 25% of the amount standing at his credit in the fund whichever is less.
ii.	To pay for the overseas passages of the subscriber for reason of health or for the performance of Hajj.	2.	No recovery of an advance under this clause shall be made from the subscriber and the amount shall be treated as part of the final payment of the amount standing at the credit of the subscriber whom the final payment become due.



iii.	To pay for the overseas passage for reason of education of any member of the subscriber's family actually dependant on him and such other lump sum expenditure as admission or advance tuition fees of any such member.
iv.	To pay obligatory expenses on a scale appropriate to the subscriber's status in connection with funerals or ceremonies which by his religion it is incumbent upon him to perform or in connection with the marriage of any member of his family actually dependent on him.

19. When a subscriber has attained the age of 50 years, he may draw an advance from his Provident fund account upto 60% of the amount standing to his credit on non-refundable basis without assigning any reason.

20.

- (i) When a subscriber has attained the age of 50 years, the competent authority may, in its discretion grant him a special retirement advance, of the amount standing to his credit in the fund.
- (ii) No recovery of an advance granted under this regulation shall be made from the subscriber and the amount advanced shall be treated as part of the final payment of the amount standing at his credit when the final payment becomes due.

**21. RECOVERY IN CASE OF MISUSE OF AN ADVANCE:**

Notwithstanding anything contained in those regulations if the sanctioning authority is satisfied that money drawn as an advances from the fund under regulation 13 has been utilized for a purpose other than that for which sanction was given to the drawl. the amount in question shall forthwith be repaid or paid, as the case may be by the subscriber thereof to the fund or in default be ordered to be recovered by deduction in lump 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 subscribers 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 regulation does not include subsistence grant.

**22.**

- (a) 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, or in any case more than thirty six. A subscriber may at his option, repay more than one instalment in a month. Such instalment shall be number of whole rupee, the amount of advance being raised or reduced if necessary, to admit of the fixation of such instalments.

- (b) Recovery shall be made in the manner prescribed in regulation 11 for the realization of the subscription, and shall commence on the first occasion after the advance is made on which the subscriber draws pay, or remuneration foreign service, for a full month. Recovery shall be made except with the subscriber's consent, while he is on leave or in receipt of subsistence grant and may be postponed on the subscriber's written request, by the sanctioning authority during the recovery of an advance of pay granted to the subscriber.

#### **EXPLANATION:1**

The expression "Advance of Pay" includes any ordinary advance of pay but does not include advances for the building or repair of house or for the purchase of conveyance.

#### **EXPNALATION: 2**

For the purpose of recovery of an advance under this regulation vacation combined with leave shall be treated as leave.

- (a) If more than one advance has been made to a subscriber, each advance shall be treated separately for the purpose of recovery.
- (b) Payment shall be rounded to the nearest rupee in the manner prescribed in clause (iv) of sub regulation (2) of regulation 12.
- (c) If an advance shall be treated separately for the purpose of recovery.

- (d) Payment shall be rounded to the nearest rupee in the manner prescribed in clause (iv) of sub-regulation (2) of regulation 12.
- (e) 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 at the rate provided in regulation 12 forthwith be repaid by the subscriber to the fund, or in default be ordered by the Accounts Officer to be recovered by deduction from the emoluments of the subscriber by instalments or otherwise as may be directed by the sanctioning authority.
- (f) No interest shall be charged on the advance.
- (g) Recovery or recoveries made under this regulation shall be credited as they are made to the subscriber's account in the fund.

22. Notwithstanding anything contained in these regulations if the sanctioning authority is satisfied that money drawn as so advance from the fund under regulation (13) has been utilized for a purpose other than that for which sanction was given to the drawl, with-holding or withdrawal of the money, the amount in question shall with interest, forthwith be repaid or paid, as the case may be, by the subscriber thereof to the fund, or in default be ordered to be recovered by deduction in lump 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 terms "emoluments" as used in this regulation does not include subsistence grant.

**23. FINAL WITHDRAWAL OF ACCUMULATIONS IN THE FUND.**

When a subscriber quits the service, the amount standing to his credit in 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 the Board, repay any amount paid to him from the fund in pursuance of this regulation in the manner provided in the provision to

regulation 25. The amount so repaid shall be credited to his account in the fund.

Provided further that a subscriber shall on application made by him be permitted to withdraw finally the amount standing to his credit in the fund, twelve months before his retirement.

**24. WHEN A SUBSCRIBER:**

- (1) has proceeded on leave preparatory to retirement, or if he is employed in vocational department, on leave preparatory to retirement combined with vacation; or
- (2) While on leave, has been permitted to retire on been declared by a competent medical authority, to be unfit for further service, or
- (3) desires payment within six months before his retirement, the amount standing to his credit in the fund shall upon application made by him in that behalf to the Accounts Officer, become payable to the subscriber, Provided that the subscriber if he returns to duty shall if required to do so by the Board to repay to the fund for credit to his account the whole part of any amount paid to him from the fund in pursuance of this regulation with interest thereon at the rate provided in regulation (12) 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 grant an advance under regulation (13).

25. On the death of a subscriber before the amount standing to his credit has become payable or where the amount has become payable, before payments have been made:

- (1) When the subscriber leaves as family:
  - (i) In nomination made by the subscriber in accordance with the provisions of regulation 7 in favour of a member or members of his family subsists, the amount standing to his credit in the fund or the part of to which the nomination relates shall become payable to his nominee or nominees in the proportion specified in the nomination;

- (ii) 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 part thereof to which the nomination does not relate, s 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...

Note:

A posthumous child of the deceased or the posthumous child of a son of the deceased who, had been alive, would have been entitled to a share of the sum at the subscriber's credit shall be treated as a member of the family provided the existence (eventredesa mere) of the posthumous child is brought to the notice of the Disbursing Officer:

Provided that no share shall be payable to:

- (1) sons who have attained legal maturity;
  - (2) sons of a deceased son, who have attained legal maturity;
  - (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) & (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.

- (2) When the subscriber leave no family if a nomination made by him in accordance with the provisions of regulation 7 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.

26.

- (1) When the amount standing to the credit of a subscriber in the fund becomes payable it shall be the duty of the Accounts Officer to make payment in accordance with these regulations.
- (2) If the person to whom, under these regulations any amount or any insurance policy is to be paid, assigned, or 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 re-assignment or delivery will be made to such manager and not to the lunatic.
- (3) If the person to whom, under these regulations, any amount is to be paid is a minor of whose property, a guardian has been regularly appointed by a court of competent jurisdiction, the payment of such amount shall be made to such guardian. If no such guardian has been appointed, the Accounts Officer empowered under sub-regulation (1) to make the payment, may pay such amount to the mother of the minor.

Where the mother of the minor:

- (i) is not alive;
- (ii) was, in the life time of the subscriber, judicially separated from him;
- (iii) has re-married, or
- (iv) is or has become disqualified or otherwise unsuitable;
  - a) the accounts officer may pay such amount to any suitable person nominated by the Director.
  - b) Where the subscriber was a female, the Accounts Officer in applying the above provision, mutates mutandis, may make payment to the father of the

minor or to such other person as may be appointed a guardian;

- c) Where the guardian is any person other than the mother, father, paternal grand-father, uncle, brother, or sister of the minor, the guardian shall be required to execute an indemnity bond, with two sureties, indemnifying the Board any claim which may subsequently be made.
4. Any person who desires to claim payment under this regulation shall send a written application in that behalf to the Accounts Officer. Payment of amounts withdrawn shall be made in Pakistan only. The persons to whom the amounts are payable shall make their own arrangements to receive payment in Pakistan.

#### **EXPLANATION:**

When the amount, standing to the credit of a subscriber, has become payable under regulations 5, 22, 23 & 24 the Accounts 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.

1. If a person, 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 Board, the amount of the subscriptions, together with interest thereon, standing to his credit in such other fund at the date of transfer shall with the consent of the Government be transferred to his credit in the fund.
2. If a Government servant, who is a subscriber to the contributory provident fund (Pakistan) or Provincial Contributory Provident Fund, is permanently transferred to pensionable service under the Board and elects or is required to earn pension in respect of such pensionable service:-
  - 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 provincial revenues; 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, the competent authority may determine.



**FORM P.F.I**

**WHEN THE SUBSCRIBER HAS A FAMILY AND WISHED TO NOMINATE  
ONE MEMBER THEREOF**

I hereby nominate the person mentioned below, who is member of my family as defined in Regulation of the Bahawalpur Museum General/Contributory Provident Fund Regulations, to receive the amount that may stand to my credit in the Bahawalpur Museum General/Contributory Provident Fund, in the event of my death occurring before that amount has become payable, or having become payable has not been paid.

Name & Address of the Nominee	Relationship Subscriber	with	Age
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Dated	this	_____	day	of
_____ 20 .				

Signature of Subscriber

Two witnesses to sign:

(1)\_\_\_\_\_

(2)\_\_\_\_\_

**FORM P.F.2**

**WHEN THE SUBSCRIBER HAS A FAMILY AND WISHES TO NOMINATE MORE THAN ONE MEMBER THEREOF.**

I hereby nominate the persons mentioned below, who are members of my family as defined in Regulation 7 of the Bahawalpur Museum General/Contributory Provident Fund Regulation, to receive the amount that may stand to my credit in the Bahawalpur Museum General/Contributory Provident Fund in the event of my death occurring before that amount has become payable, or having become payable has not been paid, and direct that the said amount shall be distributed among the said persons in the manner shown below against their names:-

Name & Address of the Nominee	Relationship with subscriber	Age	Amount of share of accumulation to be paid to each

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ . at \_\_\_\_\_.

Signature of Subscriber

Two witnesses to sign:

(1)\_\_\_\_\_

(2)\_\_\_\_\_

\*\*\*\*\*Note: This column should be filled in so as to cover the whole amount that stand to the credit of the subscriber in the fund at any time.

**FORM P.F.3**

**WHEN THE SUBSCRIBER HAS NO FAMILY AND WISHED TO NOMINATE ONE PERSON**

I have no family as defined in Regulation 7 of the Bahawalpur Museum General/Contributory Provident Fund Regulations, hereby nominate the person mentioned below to receive the amount that may stand to my credit in the Bahawalpur Museum General/Contributory/Provident fund in the event of my death, occurring before that amount has become payable, or having become payable, has not been paid.

Name and address of nominee	Relationship with the subscriber	Age

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 20 .

Signature of Subscriber

Two Witness to sign

1 \_\_\_\_\_  
2 \_\_\_\_\_

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**FORM P.F.4**

**WHERE NOMINATION IS IN FAVOUR OF MORE THAN ONE MEMBERS OF THE  
SUBSCRIBER'S FAMILY**

Without prejudice to my right under Regulation 7 of Bahawalpur Museum General/Contributory Provident Fund Regulations, 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 there under predeceasing me, or of my wife/any of my wives/my husband being dissolved by divorce or otherwise, the said nomination shall forthwith stand cancelled.

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 200 .

Signature of the subscriber

Two witnesses to sign.

1. \_\_\_\_\_

2. \_\_\_\_\_

**FORM P.F.5**

**WHERE NOMINATION IS IN FAVOUR OF ONE OR MORE PERSONS NOT BEING  
MEMBERS OF THE SUBSCRIBER'S FAMILY.**

Without prejudice to my right under Regulation 7 of the Bahawalpur Museum General/Contributory Provident Fund Regulation, to cancel the nomination made by my on\_\_\_\_\_ whenever I think fit, I hereby given notice that in the event of the person/any of the persons nominated thereunder predeceasing me, or in the event of my hereafter acquiring a family as defined in Regulation\_\_\_\_\_of the said Regulations the said nomination shall forthwith stand cancelled.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 200\_\_\_\_\_ at \_\_\_\_\_.

Signature of the Subscriber

Two Witnesses to sign:

1. \_\_\_\_\_

2. \_\_\_\_\_

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**FORM P.F.6**

**FORM OF AGREEMENT**

**For the Grant of House Building Advance out of GPF/CPF**

This indenture made at the \_\_\_\_\_ day of \_\_\_\_\_ two thousand and \_\_\_\_\_ and between \_\_\_\_\_ (hereinafter called the subscriber, which expression shall include his heirs, executive administrators, legal representatives, and assigns) of the one part and the Board of Governors of the Bahawalpur Museum (hereinafter called the Board of Governors, which expression shall include its successors in office and assigns) of the other part.

Whereas the subscriber has applied to the Board of Governors 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 Fund) under clause (a) of Regulation of the Bahawalpur Museum Provident Fund Regulations (hereinafter referred to as the Regulation) to enable him to defray the expenses of Building a house on the piece of land bearing \_\_\_\_\_ situated in \_\_\_\_\_ district of \_\_\_\_\_ sub-regulation District \_\_\_\_\_ containing \_\_\_\_\_ more or less owned by, and now in the possession of \_\_\_\_\_ the subscriber/wife/husband/son(s) daughter(s) of the subscriber.

And whereas the Board of Governors 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 Regulations 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 Board of Governors to the subscriber by instalments as 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 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 same advanced, the subscriber shall repay the difference into the fund forthwith.

And it is hereby further agreed and declared that the said piece of land or the house build thereon is sold or otherwise alienated by the owner without repaying the amount of the advance and before retirement of the subscriber from service, the

subscriber shall forthwith repay into fund the entire amount of the advance together with interest accrued thereon in a lump sum.

In witness whereof the subscriber has hereunto set his hand the day and year 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**

Sr. No.	Date	Amount of instalment
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**FORM P.F. 7**

**FORM OF AGREEMENT FOR THE GRANT OF THE HOUSE PURCHASE ADVANCE.**

This Indenture made of \_\_\_\_\_ day of \_\_\_\_\_ Two Thousand and \_\_\_\_\_ between \_\_\_\_\_ (hereinafter called the Subscriber, which expression shall include his heirs, executors, administrative, legal representatives and assigns) of the one part and the Board of Governors of Bahawalpur Museum (hereinafter called the Board of Governors, which expression shall include its successors in office and assigns) on the other part.

Whereas the subscriber has applied to the Board of Governors to grant his an advance of Rs. \_\_\_\_\_ out of the sum standing to the credit of the subscriber in the General Provident Fund under clause (b) of Regulation of the Bahawalpur Museum General Provident Fund Regulations (hereinafter referred to as the Regulations) to enable him to purchase a house on a piece of land bearing \_\_\_\_\_ situated in \_\_\_\_\_ district of \_\_\_\_\_ sub-registration district of \_\_\_\_\_.

And whereas the Board of Governors have agreed to advance to the subscriber the sum of Rs. \_\_\_\_\_ on the terms and conditions and in the manner laid down in the Regulation 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 Board of Governors to the subscriber, the subscriber shall expend the full amount of the said advance towards the purchase of the said house within three months from the drawl of the advance, if the actual amount so expended is less than the sum advanced, he 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 without repayment of the advance and before his retirement from service, the subscriber shall forthwith repay into the fund the entire amount of the advance together with interest accrued thereon in a lump sum.

Signature by the Subscriber \_\_\_\_\_ in the presence of :

1<sup>st</sup>

Witness: \_\_\_\_\_

\_\_\_\_\_  
Address: \_\_\_\_\_

\_\_\_\_\_  
Occupation: \_\_\_\_\_

\_\_\_\_\_

2<sup>nd</sup>

Witness: \_\_\_\_\_

\_\_\_\_\_  
Address: \_\_\_\_\_

\_\_\_\_\_  
Occupation: \_\_\_\_\_

\_\_\_\_\_

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**FORM P.F.8.**

**FORM OF AGREEMENT FOR ADVANCE FOR THE PURCHASE OF AGRICULTURAL  
LAND OUT OF G.P. FUND/C.P. FUND.**

This indenture made the \_\_\_\_\_ day of \_\_\_\_\_ 200 (hereinafter called the subscriber which expression shall include his heirs, executors, administrators, legal representatives and assigns) of the one part and the Board of Governors of the Bahawalpur Museum (hereinafter called the Board of Governors which expression shall include its successors in office and assigns) on the other part.

Whereas the subscriber has applied to the Board of Governors 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 regulations of the Bahawalpur Museum General Provident Fund Regulations (hereinafter called as the Regulations) to enable him to purchase of a piece of agricultural land bearing \_\_\_\_\_ situated in \_\_\_\_\_ district of \_\_\_\_\_ sub-registration district of \_\_\_\_\_.

And, whereas the Board of Governors have agreed to advance to the subscriber the said sum of Rs. \_\_\_\_\_ on the terms and conditions in the manner laid down in the Regulations 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 Board of Governors to the subscriber by instalments/in a lump sum as 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, 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 is sold or otherwise alienated by the subscriber without repayment of the advance and before his retirement from 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 \_\_\_\_\_ month \_\_\_\_\_ year next above written.

Signature \_\_\_\_\_ of \_\_\_\_\_ the  
subscriber \_\_\_\_\_ in the  
present of :

1<sup>st</sup> Witness: \_\_\_\_\_

Address: \_\_\_\_\_

Occupation: \_\_\_\_\_

2<sup>nd</sup> Witness: \_\_\_\_\_

Address: \_\_\_\_\_

Occupation: \_\_\_\_\_

### **SCHEDULE**

<b>Sr.No.</b>	<b>Date</b>	<b>Amount of Instalment</b>

\*\*\*\*\*

**FORM P.F. 9**

**AGREEMENT FOR THE ADVANCE FOR THE PURCHASE OF MOTOR CAR/MOTOR  
CYCLE/BICYCLE.**

An agreement made this \_\_\_\_\_ day 200\_\_ (hereinafter called the Borrower, which expression shall include his legal representatives and assigns) of the one include his legal representatives and assigns) of the one part and the Board of Governors, Bahawalpur Museum (hereinafter called the Board of Governors) of the other part; whereas the Borrower has under the provision of the Bahawalpur Museum General Provident Fund Regulations (hereinafter referred to as the said Regulations which expression shall include any amendment thereof for the time being in force applied to the Board of Governors for the loan of Rs.\_\_\_\_\_ for the purchase of Motor Car/Motor Cycle/Bicycle and the Board of Governors have agreed to lend the said amount to the Borrower on the Terms and Conditions hereinafter contained. NOW IT IS HEREBY AGREED between the parties hereto that in consideration of the sum of Rs.\_\_\_\_\_ paid by the Board of Governors to the Borrower, the receipt of which the Borrower hereby acknowledges, the Borrower hereby agrees with the Board of Governors (1) to pay the Board of Governors said amount by monthly deductions from his salary as the Board of Governors made such deductions (2) within the month from the date of these presents to expand the full amount of the said loan, the purchase of a cycle or if the actual said price is less than the loan to repay the difference to the Board forthwith, provided by the said Regulations. AND IT IS HEREBY AGREED AND DECLARED THAT IF THE motor cycle has not been purchased and hypothecated as aforesaid within one month from the date these presents and if the Borrower within that period become insolvent or quits the service of the Museum or dies, the whole amount of the loan and interest accrued thereon shall immediately become due and payable.

In WITNESS WHEREOF THE Borrower has hereunto set his hand the date and year first before written.

Signature of the Borrower \_\_\_\_\_ in the presence of :

1<sup>st</sup> Witness: \_\_\_\_\_  
\_\_\_\_\_

Address: \_\_\_\_\_

Occupation: \_\_\_\_\_  
\_\_\_\_\_

2<sup>nd</sup>  
Witness: \_\_\_\_\_  
\_\_\_\_\_

Address: \_\_\_\_\_

Occupation: \_\_\_\_\_  
\_\_\_\_\_

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