

# THE AZAD JAMMU AND KASHMIR GENERAL PROVIDENT FUND RULES, 1961

*Office of the Secretary General*

**Azad Government of the State of Jammu & Kashmir**  
(Cabinet Secretariat)

Government Order No. 378/61

Dated: 31.07.1961

The Azad Government of the State of Jammu & Kashmir is pleased to accord sanction to the introduction of the G.P. Fund Rules forming annexure to this order. The existing rules in the K.S.R are superseded.

*Sd/--- (Mohammad Yaqoob Hashmi)*  
*Deputy Secretary General*

No. 4328-60/Cab/61

Dated: 02.08.1961

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(Annexure to Government Order No. 378/61 Dated: 31.07.1961)

1. These Rules may be called "the Azad Jammu and Kashmir Government General Provident Fund Rules". These shall take effect from 1<sup>st</sup> September, 1961.
2. In these Rules:-
  - (a) "**Accounts officer**" means the Accountant General, Azad Kashmir;
  - (b) Except where otherwise expressly provided "**emoluments**" means pay, leave salary or subsistence grant as defined in the rules in force in Azad Jammu & Kashmir Government.

- (c) **“Family”** means:
- (i) In the case of male subscriber, the wife or wives and children of a subscriber, and 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 (recognized as such by the Government) 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 matter to which these rules relate, unless the subscriber subsequently indicates by express notification in writing to the Accounts 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 Accounts Officer 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 including him.

NOTE I: **“Children”** mean legitimate children.

NOTE II: An adopted child shall be considered to be a child when the Accounts Officer, or if any doubt arises in the mind of the Accounts Officer, the Legal Remembrancer is satisfied that under the personal law of the subscriber adoption is legally recognized as conferring the status of a natural child, but in this case only.

NOTE III: In a case in which a person has given his child in adoption to another person and if, under the personal law of the adopter adoption is legally recognised as conferring the status of a natural child, such a child should for the purposes of these Rules be considered as excluded from the family of the natural father.

- (d) **“Fund”** means the General Provident Fund.

- (e) “**Leave**” means any variety of leave recognized by the K.S.R. and Rules in force in Azad Kashmir.

NOTE IV: “**Year**” means a financial year.

### SCOPE OF FUND

3. The Fund shall be a General Fund compulsory for all Government Civil Officers in superior service including probationary service within the meaning of the rules regulating such service holding whole time appointments whether pensionable or non-pensionable on the regular permanent/temporary Establishment provided that if employed on the regular temporary Establishment they are so employed or in the opinion of the head of the Department are likely to be so employed for more than two years. Government servants with service of two years or less shall be allowed to join the Fund as optional subscriber. In any case in which it is doubtful whether a Government servant should be allowed to join the Fund under this Rule the matter should be referred to the Finance Department of the Government before the claim is rejected. Subscription to the Fund shall not be compulsory for those who have insured themselves with the Postal Life Insurance under Government order No. 81/60 dated 11-02-1960.

Officers in the service of the Government on the date of the institution of the Fund who were in Government service in the Dogra Regime i.e. before the partition of the Indo-Pakistan sub-continent or thereafter and who were subscribers to a provident fund whether general or contributory during that time shall be equally eligible to join the Fund as compulsory subscribers.

4. The Fund shall be maintained in rupees.
5. When a Government servant is transferred to Foreign Service, or sent on deputation abroad, 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.

### *NOMINATIONS*

6. (i) A subscriber shall, as soon as may be after joining the fund, send to the Accounts 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 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 a family, the nomination shall not be in favour of any person or persons other than the members of his family.

Provided that a nomination made in favour of any person or persons other than the members of his family shall be deemed to have been made in accordance with these rules only for so long as the subscriber has no family.

- (ii) If a subscriber nominates more than one person under clause (i), 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.
- (iii) Every nomination shall be in such one of the forms set forth in the First Schedule as is appropriate in the circumstances.
- (iv) A subscriber may at any time cancel a nomination by sending a notice in writing to the Accounts officer;

Provided that the subscriber shall, along-with such notice, send a fresh nomination made in accordance with the provisions of clauses (i) to (iii).

- (v) Without prejudice to the provisions of clause (iv) a subscriber shall along with every nomination made by him under this rule send to the Accounts officer a contingent notice of cancellation which shall be in such one of the forms set forth in the second schedule as is appropriate in the circumstances.
- (vi) Immediately on the occurrence of any event by reason of which the contingent notice of cancellation referred to in clause (v) becomes operative and the nomination to which that notice relates consequently stands cancelled, the subscriber shall send to the Accounts officer a fresh nomination made in accordance with the provisions of clauses (i) to (iii).
- (vii) Every nomination made, and every notice of cancellation given by a subscriber shall, to the extent that it is valid, take effect on and from the date on which it is received by the Accounts officer.

#### *SUBSCRIBERS ACCOUNTS*

- 7. An account shall be prepared in the name of each subscriber and show the amount of his subscription with interest thereon calculated as prescribed in Rule 12.

## *CONDITIONS AND RATES OF SUBSCRIPTION*

8. (i) 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, or if he is employed in a vacation Department during vacation combined with leave.
- Provided further that a subscriber on re-instatement after a period passed under suspension, shall be allowed the option of paying in one sum, or in installments, any sum not exceeding the maximum amount of arrear subscriptions permissible for that period.
- (ii) The subscriber shall intimate his election not to subscribe during leave in the following manner:-
- (a) If he is a Government servant who draws 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 a Government servant 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 rule shall be final.
- (iii) A subscriber who has, under rule 26 (2) 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.
9. (1) The amount of subscription shall be fixed by the subscriber himself, subject to the following conditions:-
- (a) It shall be expressed in whole rupees.
- (b) It may be any sum, so expressed, not less than  $\frac{6}{100}$  percent of his emoluments (i.e. 6 paise in the rupee) and not more than  $\frac{17-3}{100}$  percent (i.e. 17 paise's in the rupee).
- (2) For the purposes of clause (1) the emoluments of a subscriber shall be in the case of a subscriber who was in Government service on

the 30<sup>th</sup> June of the preceding year, the emoluments to which he was entitled on that date:

Provided as follows:-

- (i) If the subscriber was on leave on the said date and elected not to subscribe during such leave or was under suspension on the said date, his emoluments shall be the emoluments to which he was entitled on the first day after his return to duty.
  - (ii) If the subscriber was on deputation out of Azad Kashmir on the said date or was on leave on the said date and continued to be on leave and has elected to subscribe during such deputation or leave, his emoluments shall be the emoluments to which he would have been entitled had he been on duty in Azad Kashmir.
  - (iii) If the subscriber joined the Fund for the first time on a date subsequent to 30<sup>th</sup> June the emolument to which he was entitled on such subsequent date.
  - (iv) In the case of a subscriber who was not in Government service on the 30<sup>th</sup> June of the preceding year, the emoluments to which he was entitled on the first day of his service or, if he joined the fund for the first time on a date subsequent to the first day of his service, the emoluments to which he was entitled on such subsequent date.
- (3) The subscriber shall intimate the fixation of the amount of his monthly subscription in each year in the following manner:-
- (a) If he was on duty on the 30<sup>th</sup> June of the preceding year, by the deduction which he makes in this behalf from his pay bill for that month;
  - (b) If he was on leave on the 30<sup>th</sup> June of the preceding year and elected not to subscribe during such leave, or was under suspension on that date, by the deduction which he makes in this behalf from his pay bill after his return to duty;
  - (c) If he has entered Government service for the first time during the year, or if he is required to join the Fund from a particular date or joins the Fund for the first time by the deduction which he makes in this behalf, from his pay bill for the month during which he joins the fund;

- (d) If he was on leave on the 30<sup>th</sup> June of the preceding year and continues to be on leave and has elected to subscribe during such leave, by the deduction which he causes to be made in this behalf from his salary bill for that month;
  - (e) If he was on foreign service on the 30<sup>th</sup> June of the preceding year, by the amount credited by him into the treasury on account of subscription for the month of July in the current year.
- 10.** The amount of subscription so fixed shall remain unchanged throughout the year.

Provided that if a subscriber is on duty for a part of a month and on leaves for the remainder of that month and if he has elected not to subscribe during leave, the amount of the subscription payable shall be proportionate to the number of days spent on duty in the month.

#### *REALIZATION OF SUBSCRIPTIONS*

- 11.** Subscriptions will be recovered by deduction from pay bills, but they may be made by remittance in cash in favour of the Government to the National Bank of Pakistan or treasury in Azad Kashmir when an officer is temporarily lent to another employer or is on leave without allowances and desires to subscribe during such leave.

#### *INTEREST*

- 12.** (1) Subject to the provisions of clause (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 competent authority.
- (2) Interest shall be credited with effect from the last day in each year in the following manner:-
- (i) On the amount at the credit of a subscriber on the last 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 upto 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 upto the end of the current year;
- (iv) The total amount of interest shall be rounded to the nearest whole rupee (eight annas 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 clause in respect only of the period from the beginning of the current year or from the date of deposit, as the case may be, upto the date on which the amount standing at the credit of the subscriber become 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 Accounts Officer before the fifth day of that month but if it is received on or after the fifth day of that month, the first of the next succeeding month.
- (4) In addition to any amount to be paid under rules (26) or (27) or (28) interest thereon upto the end of the month preceding that in which the payment is made, or upto the end of the sixth month after the month in which such amount become payable whichever of these periods be less, shall be payable to the person to whom such amount is to be paid;

Provided that where the Accounts 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 upto the end of the month preceding the date so intimated, or the date of posting the cheque as the case may be.

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

- (6) The interest on amounts which under Rule 11(ii) and clause (5) of rule 15, clause (3) of Rule 18, clause (4) of Rule 20, clause 1 of Rule 22, clause (1) or (2) of Rule 23, and Rule 26 are replaced at the credit of the subscriber in the Fund, shall be calculated at such rates as may be successively prescribed under clause (1) of this rule and so far as may be in the manner described in this rule.

#### *ADVANCES FROM THE FUND*

- <sup>323</sup>[13. (1) A temporary advance may be granted to a subscriber from the amount standing to the credit in the Fund at the discretion of the

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<sup>323</sup> Rule 13 substituted and Rules 13-A to 13-H added vide Notification No. FD/R/177-II/87, Dated: 05.09.1994.

**ORIGINAL RULE 13:** (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 competent authority mentioned in Rule 14 subject to the following conditions:

- (a) 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 object & not otherwise:-
- (i) to pay expenses incurred in connection with the prolonged illness of the applicant or any persons 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 pilgrimage (Haj), funerals or ceremonies which by his religion it is incumbent on him to perform or in connection with his marriage or the marriage of any member of his family.
- (b) The sanctioning authority shall record in writing its reasons for granting the advance:  
Provided that if the reason is of a confidential nature, it may be communicated to the Accounts Officer personally and or confidentially;
- (c) An advance shall not, except for special reasons to be recorded in writing by the sanctioning authority;
- (i) exceed three month's or half the amount at the credit of the subscriber in the Fund, whichever is less, or
  - (ii) unless the amount already advanced does not exceed two thirds of the amount admissible under sub-clause (c) (i) be granted until at least twelve months after the final repayment of all previous advances together with interest thereon.

competent authority mentioned in rule 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:-
  - (i) to pay expenses incurred in connection with the prolonged illness of the applicant or the applicant's spouse or any person actually dependent on him.
  - (ii) To pay for the overseas passage for reason 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 pilgrimage (Hajj) funerals, or ceremonies which by his religion it is incumbent on him to perform or in connection with his marriage or the marriage of any member of his family or of a female relative who is actually dependent on him.

Provided that an advance for the purchase of motor car, motor cycle may be granted subject to the terms and conditions prescribed for the grant of such advances in the relevant rules.

- (b) The sanctioning authority shall record in writing its reason for granting the advance.
- (c) An advance shall not, except for special reasons,
  - (i) exceed three months pay or half the amount at the credit of the subscriber in the Fund whichever is less or
  - (ii) unless the amount already advanced does not exceed two-thirds of the amount admissible under sub-clause (c)(i), be granted until at least twelve months after the final repayment of all previous advances together.

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- (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 and to the instructions contained in the sixth schedule.

Provided that if the reason is of a confidential nature it may be communicated to the Accounts Officer personally and or confidentially.

- (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 and to the instruction contained in sixth schedule.

**13-A.** Notwithstanding anything contained in Rule 13 an advance for construction of house for occupation of the subscriber himself or completely reconstructing or for extending/ renovating house already owned by the Government servant concerned or by his wife and children by any of them may be granted to him from the amount standing to his credit in the Fund at the discretion of the competent authority specified in the Rule 14 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 prescribed relevant rules for the grant of such advances.
- (b) Advance shall in no case exceed 24 months pay of the subscriber or 80% of the amount at the credit of the subscriber in the Fund whichever is lesser.
- (c) Recovery shall be made at the rate of 7% of the subscriber's pay commencing from the fourth issue of pay after the 1<sup>st</sup> installment of the advance is drawn.

Provided that, where the amount of the advance does not exceed 18 months' pay of the subscriber, recovery shall be made at 5% of the pay.

**13-B.** After a subscriber has attained the age of 50 years on the date on which an advance is to be granted, the appropriate authority specified in Rule 14 may in its discretion and subject to the conditions hereinafter specified grant him an advance upto 80% of the amount standing to his credit in the Fund or upto 24 months pay whichever is more for the construction of a house on land owned by him or by his wife and children or by any of them for completely re-construction or the extending/renovating a house already owned by the Government servant concerned or by his wife and children or by any of them.

*Conditions:*

- (a) The advance shall mutatis mutandis be governed by the same terms and conditions as applicable to an advance granted under rule 13-A.

Provided that:

- (i) save as provided in clause (b) 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; and
  - (ii) the land or the house constructed thereon shall not be required to be mortgaged to the President.
- (b) In case the land or the house is sold or otherwise by its owner to any person while the subscriber is in service, the subscriber shall forthwith repay into the Fund the entire amount of the advance in a lump sum.

**13-C.** After a subscriber has attained the age of 50 years the appropriate authority specified in Rule 14 to these Rules may, in its discretion and subject to the conditions hereinafter specified, grant him an advance not exceeding 80% of the amount standing to his credit in the Fund, or upto 24 months pay, whichever is more, for the purchase of agricultural land from Government or any private party.

*Conditions:*

- (a) The advance shall mutatis mutandis be governed by the same terms and conditions as applicable to an advance granted under Rule 13- A or 13-B.

Provided that:

- (i) Save as provided in clause (b) no recovery of the advance shall be made from the subscriber and amount advanced shall be treated as a part of the final payment which becomes due; and
  - (ii) The agricultural land shall not be required to be mortgaged to the President.
- (b) In case the agricultural land is sold or otherwise alienated by its owner to any other person while the subscriber is in service, the subscriber shall forth with repay the advance.

**13-D.** The appropriate authority specified in the Rule 14 may in its discretion grant to a subscriber who has attained the age of fifty years an advance not exceeding 12 months pay or 80% of the amount standing to his credit in the Fund, whichever is more in the following cases:

- (a) To defray expenses in connection with the prolonged illness of the subscriber himself or a member of his family actually dependent on him.
- (b) To pay the overseas passage of the subscriber for reasons of health or for the performance of Haj;
- (c) To pay for the overseas passage for reasons of education of any member of the subscriber's family actually dependent on him and such other lump sum expenditure as admissible or expenditure as admissible or advance tuition fees of any such member; and
- (d) 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 on him to perform, or in connection with the marriage of any member of his family actually dependent on him or of a female relative so dependent .

**13-E.** The appropriate authority specified in rule 14 may in its discretion grant to a subscriber who has attained the age of 55 years a special advance, not exceeding 80% of the amount standing to his credit in the Fund.

**13-F.** No recovery of an advance granted under rule 13-D or 13-E 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.

**13-G.** After a subscriber has attained the age of 50 years the Government may, in its discretion and subject to the conditions hereinafter specified grant him an advance not exceeding 80% of the amount standing to his credit in the fund or upto 24 months pay whichever is more for the purchase of house for his residence.

*Conditions:*

- (a) The advance shall mutatis mutandis be governed by the same terms and conditions as applicable to an advance granted under rule 13-A.

Provided that:

- (i) save as provided in clause (b) no recovery of the advance shall be made from the subscriber and the amount advanced shall be treated as a part of the final payment of the amount standing to the credit of subscriber when the final payment becomes due;

- (ii) the house shall not be required to be mortgaged to the President.
  - (b) In the case house is not purchased within three months from the date of drawl of the advance or is sold or otherwise alienated by itsowner to any other person while subscriber is in service, the subscriber shall forthwith repay into the Fund the entire amount of the advance in lump sum.
  - (c) The advance may be drawn in full at once but satisfactory evidenceshall be produced before the Audit 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 audit officer concerned the valid legal receipt for the amount paid for record with the Departmental Head.
- 13-H. (1)** After a subscriber has attained the age of 50 years, he may be granted an advance from amount standing to his credit in the Fund on non-refundable basis, for the repayment of loan taken from a financial institution subject to the following conditions namely:-
- (i) The advance shall not exceed 80% of the amount standing to his credit in the Fund.
  - (ii) The sanctioning authority shall satisfy itself of the amount of loan taken and the balance payable. The amount of advance shall not in any case exceed the balance payableby the subscriber.
  - (iii) The subscriber shall, within a period of 2 weeks from the date of drawl of the advance, produce satisfactory evidence before the audit officers 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.
- (2) After a subscriber has attained the age of 50 years, he may draw an advance not exceeding sixty percent (60%) of the amount standing to his credit in the Fund on non-refundable basis, without assigningany reason].

## POWER OF SANCTIONING THE ADVANCES

14. The power to sanction the grant of temporary advances under rule 13 will vest in the following:-

S. #	Power	To whom delegated	Extent of power
1.	To sanction temporary advances to Gazetted Government servants serving under them.	Heads of the Departments	Subject to the conditions laid down in Rule 15: provided further; (a) that the amount of the advance does not exceed one month pay & (b) that a second advance is not granted until the lapse of 12 months from the date of re-payments of all previous advances.
2.	In excess of one month's pay but not in excess of three months pay and to Heads of Department (on one month's pay)	Secretary to Government	Subject to the conditions laid down in Rule 15 and that a second advance is not granted until the lapse of 12 months from the date of repayment of all previous advances.
3.	To grant temporary advances to Non-Gazetted Government Servants.	Heads of Department	Full powers subject to the conditions laid down in Rule 15.
4.	Secretaries to Government (on one month's pay)	Secretary General	-do-

In other cases Government sanction will be required.

## RECOVERY OF THE ADVANCES

15. (1) An advance shall be recovered from the subscriber in such number of equal monthly installments as the sanctioning authority may direct; but such number shall not be less than twelve unless the subscriber may at his option, repay more than one installment in a month. Each installment shall be number of whole rupees, the amount of the advance being raised or reduced, if necessary to admit of the fixation of such installments.

- (2) Recovery shall be made in the manner prescribed in Rule (11) for the realization 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 shall not 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 under the ordinary rules to the subscriber.
- (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 percent of the principal for each month or broken portion of a month during the period between the drawl and complete repayment of the principal provided that subscribers whose deposits in the Fund carry no interest shall not be required to pay into the Fund any additional installments on account of interest on advances granted to them from the Fund.
  - (b) Interest shall ordinarily be recovered in one installment 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 installments. The method of recovery shall be that prescribed in clause (2). Payments shall be rounded to the nearest rupee in the manner prescribed in sub-clause (iv) of clause (2) of Rule 12.
- (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 12 forthwith be repaid by the subscriber to the Fund, or in default, be ordered by the Accounts Officer to be recovered by deducting from the emoluments of the subscriber by installments or otherwise, as may be directed by the authorities specified in Rule 14:

Provided that 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.

*PAYMENTS TOWARDS INSURANCE POLICIES*

16. Subject to the conditions hereinafter contained in Rules 17 to 26:-

- (a) Payments towards a policy of life insurance, may at the option of a subscriber, be substituted in whole or part for subscription due to the Fund;
- (b) The amount of subscription 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;
- (ii) the purchase of a single payment insurance

policy: Provided that no amount shall be withdrawn:

- (1) before the details of the proposed policy have been submitted to the Accounts 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 the date of withdrawal;

Provided further that payments towards an educational endowment policy may not be substituted for subscription to the Fund and that no amount may be withdrawn to meet any payment or purchase in respect of such a policy if that policy 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 whole rupee.

17. (1) If the total amount of any subscriptions or payment substituted under clause (a) of Rule (16) is less than the amount of the minimum subscription payable to the Fund under Rule 9, the difference shall be rounded to the nearest rupee in the manner

provided in sub-clause (iv) of clause (2) of Rule 12 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 (b) of Rule 16 he shall subject to his option under clause (a) of that rule, continue to pay to the Fund, the subscription payable under Rule 9.

18. (1) A subscriber who desires to substitute a subscription or payment under clause (a) of Rule 16 may reduce his subscription to the Fund accordingly:

Provided that the subscriber shall:-

- (a) intimate to the Accounts Officer on his pay bill or by letter the fact of, and reason for, the reduction;
- (b) send to the Accounts Officer, within such period, as the Accounts officer may require, receipts or certified copies of receipts in order to satisfy the Accounts Officer that the amount by which the subscription has been reduced was duly applied for the purpose specified in clause (a) of Rule 16.

(2) A subscriber who desires to withdraw any amount under clause (b) of Rule 16 shall:-

- (a) intimate the reasons for the withdrawal to the Accounts Officer by letter;
- (b) make arrangements with the Accounts Officer for the withdrawal; and
- (c) send to the Accounts officer, within such period as the Accounts Officer may require, receipts or certified copies of receipts in order to satisfy the Accounts Officer that the amount withdrawn was duly applied for the purposes specified in clause (b) of rule 16.

(3) The Accounts 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 sub-clause (b) of clause (1) and sub clause (c) of clause (2) with interest thereon at the rate provided in rule 12

from the emoluments of the subscriber, and place it to the credit of the subscriber in the Fund.

19. (1) The Government shall not make any payments on behalf of subscribers to Insurance companies nor take steps to keep a policy alive.

(2) A Policy to be acceptable under these rules shall be once 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 wives and children, or any of them) be such as may be legally assigned by the subscriber to the Secretary General of the Government.

**Explanation I:** A policy on the joint lives of the subscriber and the subscriber's wife or wives or husband shall be deemed to be a policy on the life of the subscriber for the purposes of this clause.

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

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

20. (1) The policy, within three months after the first with-holding 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 Azad Kashmir within such further period as the Accounts officer, if he is satisfied by the production of the completion certificate (interim receipt) may fix, shall:-

(a) unless 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 or wives of the subscriber, or of his wife or wives and children, or any of them, except an Endowment Policy of the usual type, be assigned to the Secretary General as security for the payment of any sum which may become payable to the Fund and delivered to the Accounts Officer, the assignment being made by endorsement on the policy in

Forms given in third Schedule according as the policy is on life of the subscriber or on the joint lives of the subscriber and the subscriber's wife or wives or husband or the policy has previously been assigned to the subscriber's wife or wives.

- (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 or wives of the subscriber, or of his wife or wives and children or any of them, be delivered to the Accounts Officer.
- (2) The Accounts Officer shall satisfy himself by reference to the Insurance Company, where possible, that no prior assignment of the policy exists.
  - (3) Once a policy has been accepted by an Accounts 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 Accounts Officer to whom details of the alterations 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 Accounts Officer, may, under clause (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 12 forthwith be paid or repaid as the case may be, 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 installments or otherwise as may be directed by the authorities in Rule 14.
  - (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 Accounts Officer within three months of the date of assignment.
21. The subscriber shall not during the currency of the policy draw any bonus the draw of which during such currency is optional under the terms of the policy or deposit the cash value of the accrued bonus with the company to accumulate at interest. 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 or in default recovered by deduction from his emoluments by installments or

otherwise as may be directed by their authority competent to grant an advance under clause (1) of Rule 13.

22. (1) Save as provided by Rule 24-A when the subscriber:-
- (a) Quits the service; or
  - (b) has proceeded on leave preparatory to retirement and applies to the Accounts Officer for reassignment or return 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 Accounts Officer for reassignment or return of the Policy; or
  - (d) pays or repays to the Fund the whole of any amount withheld or withdrawn from the Fund for any of the purposes mentioned in sub clause (ii) of clause (a) of Rule 16 and sub clauses (i) and (ii) of clause (b) of that Rule with interest thereon at the rate provided in Rule 12.

The Accounts officer shall:-

- (i) If the policy has been assigned to the Secretary General under Rule 20, reassign the policy in the second Form set forth in the Fourth Schedule to the subscriber or to the subscriber and the join assured as the case may be, and make it over to the subscriber together with a signed notice of the reassignment addressed to the Insurance Company;
- (ii) If the policy has been delivered to him under sub-clause (b) of clause (1) of Rule 20 make over the Policy to the subscriber;

Provided that if the subscriber after proceeding on leave preparatory to retirement 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 made over shall if it has not matured or been assigned or charged or encumbered in any way be again assigned to the Secretary General and again delivered to the Accounts officer as the case may be in the manner provided in rule 20 and thereon the provisions of these rules shall, so far as may be 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 clause (4) of Rule 20 applicable to a failure to assign and deliver a policy shall apply;

- (2) Save as provided by Rule 24 when the subscriber dies before quitting the service, the Accounts Officer shall:-
  - (i) If the policy has been assigned to the Secretary General under Rule 20 re-assign the policy to such person or persons as may be legally entitled to receive it, and shall make over the policy to such person or persons together with a signed notice of the re-assignment addressed to the Insurance company;
  - (ii) If the policy has been delivered to him under sub-clause (b) of clause (1) of Rule 19 make over the policy to the beneficiary, if any, or if there is no beneficiary, to such person or persons as may be legally entitled to receive it.

23. (1) If a policy assigned to the Secretary General under Rule 19 matures before the subscriber quits the service, or if a policy on the joint lives of a subscriber and his wife or wives, assigned under the said rule, falls due for payment by reason of the wife's/wives death, the Accounts officer shall proceed as follows:-

- (i) if the amount assured together with the amount of any accrued bonuses is greater than the whole of the amount with-held or withdrawn from Fund in respect of the policy with interest thereon at the rate provided in Rule 12 the Accounts Officer shall reassign the policy in the Form set forth in the Fifth Schedule to the subscriber and the joint assured as the case may be, and make it over to the subscriber who shall pay or repay to the Fund the whole of any amount withheld or withdrawn with interest and in default, the provisions of clause (4) of Rule 20 applicable to failure to assign and deliver a policy shall apply;
- (ii) if the amount assured together with the amount of any accrued bonus is less than the whole of the amount withheld or withdrawn with interests, the Accounts officer shall realize the amount assured together with any accrued bonuses and shall place the amount so realized to the credit of the subscriber in the Fund.

- (2) Save as provided by clause (3) of Rule 24 if a policy delivered to the Accounts Officer under sub-clause (1) of Rule 19 matures before the subscriber quits the service, the Accounts Officer shall make over the policy to the subscriber:

Provided that if the interest in the policy of the wife or wives of the subscriber, or of his wife or wives and children, or any of them, as expressed on the face of the policy, expires, when the policy matures, the subscriber if the policy money 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 12; or
- (ii) an amount equal to or the amount assured together with any accrued bonuses, whichever is less, and in default the provisions of clauses (4) of Rule 20 applicable to a failure to assign and deliver a policy shall apply.

24. If the policy lapses, or is assigned, otherwise than to the Secretary General under Rule 20 charged or encumbered the provisions of clause (4) of Rule 20 applicable to a failure to assign and deliver a policy shall apply.

**24-A.** If the Accounts Officer receives notice of:-

- (a) an assignment otherwise than an assignment to the Secretary General under Rule 20; or
- (b) a charge or encumbrance on; or
- (c) an order of a Court restraining dealings with the policy or any amount realized thereon, the Accounts officer shall not;
  - (i) reassign or make over the policy as provided in Rule 21 or
  - (ii) realize the amount assured by the policy or reassign or make over the policy as provided in Rule 21 but shall forthwith refer the matter to Government.

25. Notwithstanding anything contained in these rules, if sanctioning authority is satisfied that money drawn as an advance from the fund under clause (1) of Rule 13 or withheld or withdrawn from the Fund under clause (a) or clause (b) of Rule 16 has been utilized for a purpose other than that for

which sanction was given to the drawl withholding or withdrawal of the money the amount in question shall with the interest at the rate provided in Rule 12 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 installments 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*

26. (1) 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 Government, repay any amount paid to him from the Fund in pursuance this rule, with interest thereon at the rate provided in Rule (12) in the manner provided in the proviso to Rule 27. The amount so repaid shall be credited to his account in the Fund.

- (2) 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 Accounts 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 12 in cash or securities, or partly in cash and partly in



securities by installments or otherwise, by recovery from his s emoluments or otherwise, as may be directed by the authority competent to grant an advance under clause (1) of Rule 13.

27. 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 the subscriber 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.

**Note:** A posthumous child of the deceased, or the posthumous child of a son of the deceased who, had he 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 (*evente desamera*) of the posthumous child is brought to the notice of the disbursing officer.

Provided that no share be payable to:

- (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 (i) of the first proviso;

- (ii) When the subscriber leaves no family, if a nomination made by him in accordance with the provisions of Rule 6 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 proportions specified in the nomination.

28. (1) When the amount standing to the credit of a subscriber in the Fund become payable it shall be the duty of the Accounts Officer to make payment:-
- (2) If the person to whom, under these rules any amount or policy is to be paid assigned, or reassigned delivered is a lunatic, for whose estate a manager has been appointed in this behalf under the Lunacy Act, 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 Accounts Officer. The persons to whom the amounts are payable shall make their own arrangements to receive payment in Azad Kashmir.

**Note:** When the amount standing to the credit of a subscriber has become payable under Rule 26, 27 or 28 the Accounts Officer can authorize prompt payment of that portion of the amount standing to the credit of the subscriber in regard to which there is no dispute or doubt, the balance being paid as soon thereafter as may be.

29. If a Government servant of another Government who is a subscriber to any Fund of that Government is permanently transferred to pensionable/non-pensionable service under credit if any in such other fund of the former Government at the date of transfer shall with the consent of other Government concerned be transferred to his credit in the Fund if so desired by him and provided if the provident fund was a contributory one he accepts in writing that the amount so received on his behalf and credited to his account in fund will not carry any contribution from this Government or his former Government from the date of this transfer thereof though his service under the former Government will not count for pension or pay.

## PROCEDURE RULES

30. 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.
31. When paying a subscription in Azad Kashmir 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 Accounts Officer. Any change in the number shall similarly be communicated to the subscriber by the Accounts Officer.
32. (1) As soon as possible after the close of each year, the Accounts officer shall send to each subscriber a statement of his account in the Fund for that year 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 viz the 30<sup>th</sup> June of the closed year. The Accounts officer shall attach to the statement of account any inquiry whether the subscriber:-
  - (a) desires to make any alteration in any nomination made under Rule 6;
  - (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 clause (1) of Rule 6.
- (2) Subscribers should satisfy themselves as to the correctness of the annual statement, and errors should be brought to the notice of the Accounts Officer within three months from the date of receipt of the statement.
- (3) The Accounts 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.
33. Deductions of subscriptions should be clearly shown in salary/ Establishment bills supported in the latter case by a detailed list in which the A/C No., Name, Designation, rate of pay, salary drawn for the month and the amount of subscription etc. of the incumbent would be shown. The total amount of deductions shown therein should agree with the total

amount deducted from the bills. The following certificate by the head of office/Department or Drawing & Disbursing officer would accompany:-

"I certify that keeping in view Rule 3 of the G.P.F. Rules, the persons from whom no deductions on this account have been made in the bill are either those who are exempted by the Rule or are making payments to an Insurance Co. or to another fund of not less than 6/1/4 of their salary as detailed against each person."

*PROTECTION TO SUBSCRIBERS AND OTHER SUMS*

- 34. Compulsory subscription to the fund shall not be liable to any attachment under any decree or order of a Court of Justice in respect of any debt or liability incurred by subscriber to the fund and a receiver appointed under order XXI-A of the Code of Civil Procedure shall not be entitled to or have any claim on any such compulsory subscription.

*PROTECTION FOR ANY THING DONE IN GOOD FAITH*

- 35. No Suit or any legal proceeding shall lie against any person in respect of anything done in good faith or intended to be done in pursuance of these rules.

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*FIRST SCHEDULE*

(See Rule -6)

*FORM OF NOMINATION*

- I. *When the subscriber has no family and wishes to nominate one member thereof.*

I hereby nominate person mentioned below, who is member of my family as defined in Rule 2 of the General Provident Fund Rules, to receive the amount that may stand to my credit in Fund, in the event of my death before that amount has become payable, or having become payable has not been paid:

Name and address of Nominee	Relationship with subscriber	Age
1	2	3

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

Signature of subscriber \_\_\_\_\_

Two witness to signature

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_

\*\*\*

**II. 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 Rule 2 of the General Provident Fund 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 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 and address of nominees	Relationship with subscriber	Age	Amount or share of accumulations to be paid to each
1	2	3	4

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

Signature of subscriber \_\_\_\_\_

Two witness 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 Rules, hereby nominate the person 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 has not been paid:-

Name and address of Nominee	Relationship with subscriber	Age
1	2	3

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

Signature of subscriber \_\_\_\_\_

Two witness to signature

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

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**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 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, 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 and address of nominees	Relationship with subscriber	Age	Amount or share of accumulations to be paid to each <sup>324</sup>
1	2	3	4

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ at \_\_\_\_\_  
Signature of subscriber \_\_\_\_\_

Two witness to signature

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

\*\*\*\* \*

## SECOND SCHEDULE

(See Rule 6 (V))

### FORM OF CONTINGENT NOTICE OF CANCELLATION

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

Without prejudice to my right under sub-rule (4) of Rule 6 of the General Provident Fund 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 there under predeceasing me or of my contracting a fresh marriage, or of my marriage with my wife/any of my wives being dissolved by divorce or otherwise, the said nomination shall forthwith stand cancelled.

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

Signature of subscriber \_\_\_\_\_

Two witness to signature

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

\*\*\*

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

Without prejudice to my right under sub-rule (4) of Rule 6 of the General Provident Fund 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

<sup>324</sup> Note: 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.

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 forthwithstand cancelled.

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

Signature of subscriber \_\_\_\_\_

Two witness to signature

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

\*\*\*\* \*

### *THIRD SCHEDULE*

#### *FORM OF ASSIGNMENT*

"I A.B. of \_\_\_\_\_ hereby assign unto the Secretary General the within policy of assurance as security for payment of all sums which under Rule 24 of the General Provident Fund Rules I may thereafter become liable to pay to that Fund.

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

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

Signature of subscriber \_\_\_\_\_

Station: \_\_\_\_\_

Two witness to signature

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

\*\*\*

We, A.B, (the subscriber) of \_\_\_\_\_ and C.D, (the joint assured) of \_\_\_\_\_ in consideration of the Secretary General 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 Secretary General the within policy of assurance as security for payment of all sums which under Rule 24 of the General Provident Fund 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 \_\_\_\_\_ 20\_\_\_\_ at \_\_\_\_\_

Signature of subscriber \_\_\_\_\_  
And Joint Assured \_\_\_\_\_  
Station: \_\_\_\_\_

One witness on  
signature

\_\_\_\_\_

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 Secretary General, who has agreed to accept payments 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 Secretary General the within policy of assurance as security for payment of all sums which under Rule 24 of the rules of the said fund the 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 \_\_\_\_\_ 20 \_\_\_\_\_

Signature of the Assign and the

Subscriber Station: \_\_\_\_\_

One witness to signature: \_\_\_\_\_

\*\*\*\* \*

#### *FOURTH SCHEDULE*

##### *FORM OF REASSIGNMENT BY SECRETARY GENERAL*

All sums which have become payable by the above named A.B. under Rule 24 of the General Provident Fund Rules having been paid and all liability for payment by him of any such sums in the future having ceased the Secretary General both hereby reassign the within policy of assurance to the said A.B. and C.D

A.B. \_\_\_\_\_

Dated this day of \_\_\_\_\_ 200 \_\_\_\_\_



Executed by \_\_\_\_\_Accounts Officer of the Fund for and on behalf of the Secretary General in the presence of Y.Z. \_\_\_\_\_(one witness who should add his designation and address).

Signature of the Accounts Officer

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The above name A.B. having died on the \_\_\_\_\_day of \_\_\_\_\_200\_\_\_\_\_, the Secretary General doth hereby re-assign the within policy of assurance to C.D \_\_\_\_\_.

Dated this day of \_\_\_\_\_200 \_\_\_\_\_

Executed by \_\_\_\_\_Accounts Officer of the Fund for and on behalf of the Secretary General in the presence of Y.Z. \_\_\_\_\_(one witness who should add his designation and address).

Signature of the Accounts Officer

\*\*\*\* \*\*

#### *FIFTH SCHEDULE*

##### *FORM OF REASSIGNMENT BY THE SECRETARY GENERAL*

The Secretary General both hereby re-assign the within policy to the said

A.B.

A.B. & C.D

Dated this day of \_\_\_\_\_20 \_\_\_\_\_

Executed by \_\_\_\_\_Accounts officer of the

Signature of the Accounts

Officer Fund for and on behalf of the Secretary General in presence of Y.Z \_\_\_\_\_ (One witness who should add his designation and address)

\*\*\*\* \*\*

#### *SIXTH SCHEDULE*

##### *GENERAL PRINCIPLES WHICH SHOULD DETERMINE THE GRANT OF ANADVANCE FROM THE GENERAL PROVIDENT FUND*

1. The Fund is designed solely for the protection of a subscriber's family against his sudden death, or if he survives until retirement, to provide both him and them with additional resources in his old age. Anything which

interferes with a subscriber's normal accumulation detracts from these purposes and tends to defeat the true object of the fund. Rule 13 merely permits a temporary and wholly exceptional departure from the real purposes of the scheme, and unless it is strictly interpreted, there is danger that subscribers will come to regard the fund as an ordinary banking account the existence of which absolves them from the necessity of providing for the normal incident of life with the prudence which a private individual would exercise. The inevitable result, if this tendency is countenanced, will be to discourage thrift, and to leave the subscriber with a depleted account at the time when it ought to be most helpful to him or his family. Sanctioning authorities ought, therefore, to have no hesitation in resisting any attempt to use the fund as a cheap loan account, and in enforcing the altogether exceptional character of Rule 13 as a provision to meet urgent needs which could not ordinarily have been anticipated. Every prudent married man, for example, should be prepared to meet a certain demand upon his resources on account of doctors bills, and it is only when the burden is exceptionally prolonged, or the necessity usually grave and sudden, that he ought to think of making use of the provident fund for this object;

2. For the same reasons, a careful scrutiny should be applied to requests for withdrawals on account of marriage or funeral expenses. Even where ceremonial expenditure is by religious custom obligatory, its extent should nevertheless be limited by the resources of the family, and no subscriber should be enabled to enhance such expenditure on the strength of deposits in the fund. An advance from the fund can legitimately be made for obligatory ceremonial expenditure where no other resources exist but not in order to raise such expenditure to a more pretentious scale.
3. The intention on these instructions is not to limit the powers of the authorities competent to sanction withdrawals from the fund in cases of absolute necessity, but the observance of the principles enunciated above is in the real interest of the body of the subscribers to the fund.

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