

SIND PRIVATE COLLEGES CONTRIBUTORY PROVIDENT FUND RULES, 1970.

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SIND PRIVATE COLLEGES CONTRIBUTORY PROVIDENT FUND RULES, 1970.

Part-IV-A, 17th December, 1970.

No. O.S.D.(H.E.)-5-8/70.- In exercise of the powers conferred by clause (c) of subsection (2) of section 21 of the Sind Private Colleges (Management and Control) Ordinance, 1970 (Sind Ordinance X of 1970), the Government of Sind is pleased to make the following rules, namely:-

1. Short Title and application.—

- (1) These rules shall be called the Sind Private Colleges Contributory Provident Fund Rules, 1970.
- (2) They shall apply to all private College in Sind.

2. Definition:- (1) In these rules, unless, there is anything repugnant in the subject or context, the following expressions shall have the meanings hereby respectively assigned to them that is to say—

- (a) "children" means legitimate children and includes adopted children, if the Committee is satisfied that under the personal law of the subscriber adoption of a child is legally recognised;
- (b) "Committee" means the committee constituted under rule 4;
- (c) "family" means -
 - (i) in the case of a male subscriber, the wife or wives and children of the subscriber, and the widow or widows and children of a deceased son of the subscriber; and
 - (ii) in the case of a female subscriber, the husband and children of the subscriber and the widow or widows and children of a deceased son of the subscriber;
- (d) "fund" means the contributory provident fund constituted for an institution under these rules; and
- (e) "Secretary" means the Secretary of the Committee.

(2) Words and expressions herein used, but not defined, shall have the meanings assigned to them in the Sind Private Colleges (Management and Control) Ordinance, 1970.

3. Establishment of the Fund:- There shall be established in each private College, a contributory provident fund, to be called the Contributory Provident Fund of that College.

- 4. Constitutions of Managing Committee.—** (1) The Fund established under rule 3 shall be administered by a Committee consisting of the Chairman of the Governing Body and four other members, two of whom shall be elected by the teachers from amongst themselves and two shall be nominated by the Governing Body. The Chairman of the Governing Body shall be the Chairman of the Committee.
- (2) Subject to the provisions of sub-rule (5), the term of office of the members of the Committee, other than the Chairman, shall be four years commencing from the date on which the Committee holds its first meeting.
- (3) The election and nomination of the members to the first Committee shall be held or made, as the case may be, within sixty days of the publication of these rules and election and nomination to a Committee constituted subsequently shall be held or made, as the case may be, within thirty days of the expiry of the term of office of the outgoing Committee.
- (4) Election shall be held under the supervision of the Chairman of the Committee.
- (5) If any casual vacancy occurs among the members of the Committee, it shall be filled by election or nomination in the manner provided in sub-rule (1) by the Authority by whom the member vacating the office was elected or nominated and the member so elected or nominated shall hold office for the unexpired term of the member in whose place he has been appointed or nominated.
- (6) The Secretary of the Committee who shall be appointed by the Committee, shall ordinarily call the meetings of the Committee under the orders of the Chairman.
- 5. Subscription.—** (1) Every teacher employed in a private College shall contribute to the fund during the period of his service in the College at the rate of 5% of his pay and such percentage shall be deducted from his pay every month and shall be credited to his account in the Fund; provided that if before the coming into force of these rule in any private College the rate of subscription to the Fund payable by the teachers was fixed at a higher rate, the teachers of that College shall continue to subscribe the Fund at such higher rate.
- (2) No subscription shall be paid by the subscriber who is on leave without pay.
- 6. Contribution by the Management.—** The Governing Body shall contribute monthly to the accounts of each subscriber a sum equal to the amount subscribed by the subscriber in the month.
- 7. Maintenance of Accounts.—** (1) An individual account shall be opened in the name of each subscriber to which shall be credited—
- (i) the subscriber's subscription;
 - (ii) the contributions made by the Governing Body; and
 - (iii) the interest on the balance standing to the credit of the subscriber in

the Fund; provided that no interest shall be paid in the case of a person who so desires by a notice in writing.

(2) Every subscriber shall be supplied with a Pass Book in which shall be entered every month the credits referred to in sub-rule (1).

8. **Nomination.**— (1) Every subscriber to the Fund shall as soon as may be after joining the Fund, send to the Secretary a nomination conferring on one or more members of his family 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.

(2) In case the person or person so nominated are minors, or subject to any legal disability, the subscriber shall appoint an adult person capable of giving a legal discharge for the purpose of receiving payment on behalf of the minors or persons under disability so long as the minority or disability continues. The subscriber may vary the nomination or appointment by another nomination or appointment made in the like manner.

(3) If at the time of making the nomination, the subscriber has no family, the nomination may be made in favour of any person other than a member of his family.

(4) A nomination made under sub-rule (3) shall become invalid on the subscriber acquiring a family.

(5) If a subscriber nominates more than one person under sub-rule (1) of sub-rule (3), 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.

(6) In the event of the death, during the lifetime of the subscriber, of any person who shall have been nominated or of any person who shall have been appointed to receive payment on behalf of a nominee, the subscriber shall forthwith nominate or appoint another nominee.

(7) Every nomination or appointment made by a subscriber shall be in writing in Form A or Form B appended to these rules, whichever is appropriate in the circumstances. The Form shall be signed by the subscriber making it in the presence of two witnesses who shall sign in his presence and in the presence of each other. Such nomination or appointment shall be deposited with the Secretary.

(8) Every nomination or appointment made and notice of cancellation given by a subscriber shall to the extent that it is valid, take effect on the date on which it is received by the Secretary.

9. **Temporary Advances from the Fund.**— (1) An advance may be granted to a subscriber against the amount standing to his credit in the Fund at the discretion of the Committee for the following object or objects, namely:--

(i) to pay expenses incurred in connection with the prolonged illness of the

subscriber or any person wholly dependent on him;

- (ii) to pay for overseas passage for reasons of health or education of the subscriber or any member of his family wholly dependent on him;
- (iii) to pay the obligatory expenses in connection with the marriages or funerals or ceremonies which by religion it is incumbent upon him to perform;
- (iv) to meet the expenses in connection with the performance of Haj by the subscriber or any member of his family wholly dependent on him;
- (v) to pay insurance premia due for payment within one month of the date of the withdrawal or to pay arrears of such premia fell due to not more than 12 months before such date; and
- (vi) to purchase land/construct house.

(2) An advance under clauses (i), (ii), (iii), (iv) and (v) of sub-rule (1) shall not exceed three months' pay of the subscriber; that under clause (vi) twenty-four months' pay of the subscriber; provided that in no case shall the advance exceed the balance standing at the credit of the subscriber in the Fund.

10. **Recovery of advances.**— (1) An advance made under sub-rule (1) of rule 9, except that made under clauses (ii) and (v) of that sub-rule shall be recovered from the subscriber in such number of equal monthly installments as he may elect at the time when the advance is sanctioned; but such number shall not exceed 48 in case of an advance under clauses (i),(iii) and (iv) of sub-rule (1) of rule 9 and not exceeding 120 in case of an advance made under clause (vi) of sub-rule (1) of rule 9.

(2) A subscriber may, however, at his option, make repayment in a smaller number of equal installments than that prescribed under sub-rule (1).

(3) Recovery in respect of an advance shall be made by deduction from the subscriber's salary every month and shall, except as provided in sub-rule (4), commence on the first occasion after the advance is made on which the subscriber draws emoluments other than leave salary for a full month. No recovery shall be made except with the subscriber's consent while he is on leave.

Explanation.— For the purposes of recovery of an advance under this rule vacation combined with leave shall be treated as leave.

(4) Recovery of an advance, made for a purpose specified in clause (vi) of sub-rule (1) of rule 9 shall commence from the fourth issue of pay after the advance is drawn.

(5) After the principal of the advance has been fully repaid, interest shall be paid

at the rate of five percent, per annum or at such other rate as the Committee may fix from time to time, on the balance of the principal outstanding at the end of each month or broker portion of a month during the period between the drawl and complete repayment of the principal; provided that a subscriber whose deposits in the Fund carry no interest shall not be required to pay into the fund any additional installment on account of interest on advance granted to him from the Fund.

11. **Payment to subscriber during his lifetime.**— When a teacher ceases to be a subscriber, the amount standing to his credit in the Fund shall become payable to him; provided that any pecuniary loss caused to the College by the negligence of or breach of orders by the teacher may, under the orders of the Governing Body, be deducted from the contributions made by the College and the interest thereon; provided further that the Government Body may direct that the whole or a part of the contributions made by the College and the interest shall not be paid to him if he resigns from the service of the institution before the completion of three years.

12. **Payment after subscriber's death.**— On the death of a subscriber, the amount standing to his credit less and deduction made under rule 11 shall become payable as under-

(a) when the subscriber leave as family—

(i) if a nomination made by the subscriber in accordance with the provisions of rule 8, in favour of a member of his family subsists, the entire 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 nominations;

(ii) if no such nomination in favour of a member 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,-

(b) when a subscriber does not leave a family.—

(i) if a nomination made by the subscriber in accordance with the provisions of rule 8 in favour of a person other than members of his family subsists, the entire 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;

(ii) if no such nomination in favour of any person or persons subsists,

of if such nomination relates only to a part of the amount standing to his credit in the Fund, the whole amount of the part thereof to which the nomination does not relate, shall be paid by the Committee, if the amount does not release, shall be paid by the Committee, if the amount does not exceed Rs. 5,000 to a claimant appearing to the Committee to be entitled to receive it, and if the amount exceeds Rs. 5,000 then to a claimant upon the production of probate or letters of administration evidencing the grant to him of administration to the estate of the deceased or a succession certificate entitling him to the payment of the amount.

13. **Investment of monies.**— All monies subscribed to the Fund or accruing by way of interest and not immediately required for payment shall from time to time be placed in the Postal Savings or fixed deposit account or in a saving or fix deposit account in a scheduled bank approved by the Committee or invested in securities authorised under the Income-tax Act 1922, or the Trust Act, 1882.
14. **Audit.**— The Committee shall arrange for the audit by a qualified person of the accounts of the Fund every year.
15. **Decision of Managing Committee binding on subscribers.**— The decisions of the Committee in all matters relating to the Fund shall be final and binding on the subscribers and their nominees.
16. In case the Fund has to be closed by reason of the closure of the College, all amounts due and all assets belonging to it shall be realised and all its liabilities shall be liquidated and the balance of the amount shall be distributed among the persons who are subscribers on the date of the closing of the Fund in proportion to the amount standing to their credits in the account.

FORM 'A'
 [See rule 8 (7)]
 FORM OF NOMINATION
 (When the subscriber has a family)

I _____ hereby nominate the persons mentioned below, who is/are members of my family as defined in clause (c) of rule 2 of the Sind Private Colleges Contributory Provident Fund Rules, 1970, to receive in the event of death, the amount that may stand to my credit in the Fund, in the proportion shown against his/their name(s).

Name and address of the nominee(s)	Relationship with the subscribers	Age	Amount or share of accumulations to be paid to each
1.	2.	3.	4.

Dated this _____ day of _____ 19 ____ at _____

Signature of subscriber.

Two witnesses to a signature of the subscriber who must sign in the presence of each other and in that of the subscriber, all being present at the same time.

1. Signature _____
 Address _____
 Designation. _____

2. Signature _____
 Address _____
 Designation. _____

Note.— Column 4 shall 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.

FORM 'B'
 [See rule 8 (7)]
 FORM OF NOMINATION
 (When the subscriber has no family)

I _____ hereby nominate the person(s) mentioned below, to receive in the event of my death, the amount that may stand to my credit in the Provident Fund in the proportion shown against his/their name (s).

Name and address of the nominee(s)	Relationship with the subscribers	Age	Amount or share of accumulations to be paid to each
1.	2.	3.	4.

Dated this _____ day of _____ 19 _____ at _____

Signature of subscriber.

Two witnesses to the signature of the subscriber who must sign in the presence of each other and in that of the subscriber, all being present at the same time.

1. Signature _____
 Address _____
 Designation. _____

2. Signature _____
 Address _____

Note.— Column 4 shall 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.

