
CONTRIBUTORY PROVIDENT FUND STATUTES 2013



**KHYBER MEDICAL UNIVERSITY
PESHAWAR**

KMU CONTRIBUTORY PROVIDENT FUND STATUTES, 2013

1. **Title:**

These Rules may be called the Khyber Medical University Contributory Provident Fund Statutes 2013.

2. **Commencement:**

These Rules shall come into force with effect from 01.07.2012 (i.e. the day KIMS become constituent institute of KMU).

3. **Application:**

These Rules shall apply to only those KMU employees which were subscribed to CP Fund Rules of KUST before becoming part of KMU.

4. **Definitions:**

i. 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:

a) **“University”** means the Khyber Medical University, Peshawar.

b) **“Fund”** means the Contributory Provident Fund maintained under these Rules , and shall include subscription made thereto and profit accrued thereon.

c) **“Treasurer”** means the Treasurer of the Khyber Medical University.

d) **“Pay”** means basic pay exclusive of allowances drawn monthly by a University employee.

e) **“Trustees”** means the Trustees of the Fund, appointed under these Rules .

f) **“Subscriber”** means a University employee who is required or permitted under these Rules to contribute regularly to the Contributory Provident Fund.

g) **“Sanctioning Authorities”** means the Vice Chancellor for BPS-17 & above and the Registrar for BPS-16 & below.

h) **“Year”** means financial year.

ii. All other expressions and terms used in these Rules shall have the same meanings as are assigned to them under the Khyber Medical University Act, 2007 and Khyber Pakhtunkhwa Universities Act, 2012.

5. Establishment of Fund

- I. There shall be established a fund to be known as Contributory Provident Fund.
- II. The fund shall consist, of amount of subscription for KIMS employees received from KUST.
- III. The fund shall be comprised of the subscriptions made on monthly basis by :
 - a. KMU employees @ 15% of their respective pay which shall be rounded to the nearest rupee, and
 - b. Contributions made by KMU in relation to each employee at the same rate as subscribed by him/her.

6. Management:

- I. The management, of the Fund shall vest in a Committee of Trustees consisting of the following:

a)	Vice Chancellor	Chairman
b)	Registrar	Member
c)	Principal KIMS	Member
d)	Treasurer	Member / Secretary

The quorum of the meeting shall be two-third of the notified members.

- II. All moneys at the credit of the fund shall be kept in financial institutions or banks listed on the approved panel of KMU.
- III. Amount in excess at any time shall be invested in fixed deposits with a approved bank in such manner as may, in the opinion of the Committee, be beneficial to the subscribers.
- IV. The profit earned through investment shall be credited to each subscriber's account in proportion to the amount standing at the credit of each subscriber, on the 1st day of July of the Financial Year following the year of profit.
- V. No amount from the fund shall be withdrawn, unless it is approved by the Committee / Competent Authority.

7. Termination:

Membership of an employee shall terminate on his/her retirement, discharge, removal or resignation from service (as the case may be) and will remain in abeyance during leave without pay.

8. Maintenance of the Funds:

- I. The Account of the fund, pertaining to deductions and contributions made by subscribers and KMU to the fund respectively under rules 5(iii), and profits accrued thereon from investment of the fund, in respect of each subscriber shall be maintained by the Treasury wing in a computerized ledger.
- II. The subscriber shall be informed of the balance at his/her credit every year.

9. Final Payment:

- I. A subscriber shall be entitled to receive the sum at his/her credit, alongwith the profits accrued thereon:
 - a. On his/her retirement from service, or
 - b. On his/her becoming medically unfit for further service, the amount at his/her credit (Subscription & Contribution) in the fund alongwith profit earned thereon shall be paid to him/her.
 - c. in case of an employee, who voluntarily leaves the service of the KMU on completion of two years satisfactory service after giving due notice or his/her services are terminated by the KMU for the reasons other than continued unauthorized absence from duty or dismissal from service for misconduct shall be entitled to the amount of KMU contribution standing to his/her credit in the fund.
 - d. An employee who voluntarily leaves the service of KMU or his/her services are terminated before completion of two years of service are for any reason, shall be entitled to the payment of balance of only his/her own subscription alongwith profit earned thereon.
- II. If a subscriber dies during service, the amount standing at his/her credit in the fund, alongwith profits earned thereon, shall be paid to his/her nominee or nominees in accordance with the nominations made by him/her in that behalf, or if there is no nomination, to his/her legal heir or heirs.

10. Advances/Loans:

- I. A subscriber may be allowed an advance/withdrawal from the fund equal to three months pay of the subscriber or 50% of the accumulated subscription whichever is less for the following purpose:
 - a) To defray expenses on illness of the subscriber or his/her / her dependents;
 - b) To defray expenses on education of subscriber's children or dependants;
 - c) To defray expenses on his/her / her marriage or/of his/her children;
 - d) To repair or purchase a house/ motor car;
 - e) To pay for performing Hajj/Umra.
- II. A subscriber shall submit an application on prescribed form as per **Annexure-III** for such advances/loans.

- III. Such advances shall be recoverable in 36 or less equal installments deductible from the salary over and above the normal deductions of Contributory Provident Fund.
- IV. Except as a special case, no second advance shall be admissible unless the first advance is fully repaid and a period of one year has elapsed after payment of the last installment
- V. A subscriber may liquidate the advance in lump sum or lesser installments.

11. **Unclaimed Profit & Account:**

The subscriber shall be entitled to the profit on his/her / her Contributory Provident Fund upto the date he/she remains in the service of the University. If a subscriber gives in writing that he would not claim profit, if any, the amount of profit shall be credited to the Fund.

12. **Audit:**

The accounts of the fund shall be audited once a year by Internal Audit Officer of KMU and report of the audit shall be placed before the Committee of Trustees for

13. **Nomination:**

Every subscriber shall nominate a member or members of his/her / her family on prescribed nomination form as per **Annexure-I** and C.N.C (Contingent Notice of Cancellation) provided that he / she has no family, then a nearer relative (s) shall be nominated (to be in his/her / her personal file and service book) to whom he / she desires to be paid his/her / her Contributory Provident Fund and its profit at his/her / her credit in the event of his/her death **Annexure- II**.

14. **Interpretations:**

In case of any ambiguity or doubt in the application or interpretation of these Rules, the decision of the Syndicate shall be final.

Annexure-I

**KHYBER MEDICAL UNIVERSITY
CONTRIBUTORY PROVIDENT FUND NOMINATION FORM FOR
FAMILY MEMBERS**

I hereby nominate the person(s) mentioned below who is/are member of my family as defined in Rule 13 of the Khyber Medical University Contributory Provident Fund Rules, to receive the amount that may stand to my credit in the Fund, in the event of my death that the amount has become payable, or having become payable has been paid:-

S. No	Name and address of nominee	Relationship with subscriber	Age/Date of Birth/CNIC	Percentage of Share
1.				
2.				

Dated: ___/___/20___

Signature.....

(Name of Subscriber).....

Designation with BPS.....

Witnesses.

1. Name..... Signature.....

Designation.....

Address.....

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2. Name..... Signature.....

Designation.....

Address.....

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ATTESTED

Treasurer



(Khyber Medical University)

Annexure-II

KHYBER MEDICAL UNIVERSITY
CONTRIBUTORY PROVIDENT FUND NOMINATION FORM FOR
NEARER FAMILY MEMBERS

I, having no family as defined in Rule 13 of the Khyber Medical University Contributory Provident Fund Rules, hereby nominate the person(s) mentioned below to receive the amount that may stand to my credit in the Fund, in the event of my death, that the amount which has become payable, or having become payable has been paid:-

S. No	Name and address of nominee	Relationship with subscriber	Age/Date of Birth/CNIC	Percentage of share
1				
2				

Dated

Signature.....

(Name of Subscriber).....

Designation with BPS.....

Witnesses.

1. Name..... Signature.....

Designation.....

Address.....

.....

2. Name..... Signature.....

Designation.....

Address.....

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ATTESTED

Treasurer
(Khyber Medical University)

**Annexure-III**

KHYBER MEDICAL UNIVERSITY
APPLICATION FORM FOR DRAWAL OF REFUNDABLE ADVANCE
FROM THE CONTRIBUTORY PROVIDENT FUND

1. Name and Designation: _____
2. Father's Name: _____
3. Department/Office: : _____
4. C.P Fund Account No. : _____
5. CNIC No. : _____
(Attached attested copy)
6. Amount of advance applied for : _____
7. Number of installments in which the advance applied for applicant is to be recovered:

8. Monthly rate/installment to be recovered: _____
9. Amount/balance available in the CP Fund account: _____
10. Advance(s) drawn during the last 3 years (give detail) : _____
11. Recoveries made towards the advances drawn during last 3 years and balance outstanding.
: _____
12. Balance amount of previous advance(s) to be adjusted in the current advance.
: _____

I declare that all the particulars given above are correct to the best of my knowledge and belief.

Dated _____

Signature of Subscriber

Certificate that all the particulars of the subscriber given above are correct as per record of this/her office

Dated _____

Assistant Treasurer