

# BANK OF BARODA GRATUITY FUND

## RULES AND REGULATIONS

**1. Name & Object:** The Fund shall be known as "Bank of Baroda Gratuity Fund" (hereinafter referred to as "The Gratuity Fund"). Subject to the provisions of these Rules, the Gratuity Fund shall apply to all executives, officers and other employees of the Bank whether they are employed in India or whether having been employed in India are posted for service in any overseas branch or office of the Bank. The Gratuity Fund is established under an irrevocable Trust created by the Bank under the Deed of Trust dated 1-1-75 as modified and amended by the Deed of Variation/modifications of the Gratuity Trust dated 5-5-89 for the sole purpose of providing funds to secure payment of gratuity to the aforesaid employees of the Bank as per these Rules. The Gratuity Fund shall be located in India and all payments made under the Rules shall also be made only in India and in Indian currency only.

**2. Definitions:** In these Rules the headings and/or marginal heads, notes shall not affect the construction hereof and unless repugnant to the subject or context masculine shall include feminine and following words and expression shall have meanings assigned to them as follows:

"Employer"/"The Bank means, "Bank of Baroda".

"Salary" includes dearness allowance, if the terms of employment so provide but excludes all other allowances, special allowances and perquisites.

"Beneficiary" means and employee in respect of whom the gratuity is payable under these Rules and it shall include the widow, widower, children or dependants in the event of death of such employees.

"Employee" means any person including the Executive officer or other employee of the Bank on full time work on permanent or on part-time work on permanent basis on scale wages but does not include a person employed either on contract basis or daily wage basis or on consolidated wages and excluding those employed directly outside India.

"The Trustees" shall mean the first Trustees hereinafter mentioned and the Trustees for the time being and from time to time appointed by the Bank to act as Trustees of the Gratuity Fund.

"The Board" means the Board of Directors of the Bank.

**3. Date of Establishment of the Fund:** These Rules shall be deemed to have been established as and from 1<sup>st</sup> January 1975 pursuant to the resolution of the Board passed on 11<sup>th</sup> November 1975.

**4. Membership:** Every officer or employee entitled to gratuity under these Rules shall become a member of the Gratuity Fund. A Director of the Bank may also be admitted to the benefits of the Gratuity Fund only if he is a whole-time director of the Bank and is otherwise qualified under these Rules to become a member of the Gratuity Fund. Any member of the Gratuity Fund ceasing for any reason whatever to be in the service of the Bank shall thereupon cease to be a member of the Gratuity Fund.

**5. Management:**

a. The Gratuity Fund and the investments and money forming part thereof are and

shall stand vested in the Trustees (who shall not be less than two or more than four in number) on trust and for the purpose of these Rules as for the time being

and from time to time in force, being trustees not removable save with the unanimous consent of all the Trustees of the Trust or with the consent of all the beneficiaries. The management and administration of the Gratuity Fund shall save in so far as any powers are hereby conferred unto the Bank be exclusively conducted by the Trustees whose decision from time to time upon any question relating to the Gratuity Fund or interpretation of these Rules or the benefits hereunder or the persons entitled to such benefits shall subject to Rules 32 (a) be final and binding on all members of the fund and also on their nominees or representatives.

**The First Trustees of the Gratuity Fund are:**

- i. Shri Ranchhodlal Chunilal Shah
  - ii. Shri Satyendraray Madhavray Mazumdar
  - iii. Shri Prahlad Kantilal Parikh
  - iv. Shri Yashwant Gangadhar Ambegaonkar
- b. Except with the prior approval of the Commissioner of Income Tax. Bombay a company as defined in sub-clause (i) of the sub section (1) of section 3 of the Companies Act 1956 shall not be appointed as a trustee,
  - c. The Trustees of the Gratuity Fund shall be resident in India and any Trustee who leaves India permanently shall vacate his office.
  - d. The power of appointing a new or additional Trustee or Trustees shall be vested in the Bank. The Bank shall also have the power of removal of any Trustee/trustees. The Bank may also appoint any person to act as a Trustee in the place of any Trustee or Trustees who is/are temporarily absent from Mumbai or Baroda.
  - e. The Trustees shall be vested with all powers, authorities or discretion necessary or expedient for purpose of the management of the fund in addition to any express power conferred by these Rules.
  - f. The Trustees who are the time being residing in Mumbai or Baroda. not being less than two shall be competent to execute or exercise all the trusts, powers and discretion vested by the Rules in the Trustees generally.

**6. Contributions to the Gratuity Fund:** The Gratuity Fund shall consist of contributions by the Bank and interest and dividends, which the investment of money forming the Gratuity Fund from time to time may produce and of any capital gains arising from the capital assets of the Gratuity Fund and no other sums.

**7. Contributions by the Bank:**

1. The Bank shall contribute and pay to the Gratuity Fund by the end of each of its financial year the amount representing that year's contribution towards the gratuity Fund calculated at the maximum rate of 8-1/3% of the salary of each executive (for Director)/ Officer/employee during that year or the actuarial valuation of such contribution whichever is less not withstanding the qualifications imposed under Rule No. 12 as to the entitlement to gratuity. It is provided however that the contribution payable by the Bank on the basis of actuarial valuation should not exceed 8-1/3% of the salary of each executive/officer/employee for each year.
2. In respect of the provisions for payment of gratuity made by the Bank in its Profit and Loss Account for its three financial years ended 31<sup>st</sup> December, 1972, 31<sup>st</sup> December 1973 and 31<sup>st</sup> December 1974, the provisions having been made on

the basis of sub-rule (1) hereof in these three respective financial year, the Bank shall contribute and pay before 1.4.1976 to the Gratuity Fund 50% of the amount of the provisions in each of these three financial years and the balance of 50% shall be paid by the Bank to the Gratuity Fund before 1-4-1977.

3. Subject to sub-rule 2 above the initial contribution in respect of the past services of executive/ officer/ employees shall not exceed 8-1/3% of the salary for each year of their past services with the Bank.
4. While making contributions under this Rule, the Bank may make adjustments by way of deduction in respect of contribution made in earlier years for such employees who have ceased to be in the service of the Bank but who were not entitled to any gratuity under Rule 12 or any other rule at the time of their ceasing to be in the service of the bank. The Bank may also stop making contributions in respect of those who have reached maximum limits.

**8. Expenses:** All the necessary expenses of management and all other costs, charges and expenses to which the Bank or the Trustees shall be put in connection with the Gratuity Fund for any reason whatsoever shall be borne by the Bank or the Trust and be a charge on the Gratuity Fund and shall be deducted annually before the accounts of the Gratuity Fund are made up.

**9. Declaration by the employee:** Every employee who shall be eligible to participate in the Gratuity Fund and eligible to receive Gratuity under these Rules shall be bound in all matters relating thereto by the Rules as in force from time to time and for the time being and shall sign on being so eligible a declaration in Form No.1 annexed at Annexure: 1 to these Rules.

Provided however, that the Rules of Gratuity Fund for the time being in force shall bind every officers/employee whether he/she has assented to or signed the same or not.

**10.Accounts & Audit:** The Trustees shall cause to be kept at the Head Office of the Bank at Baroda all necessary books of accounts showing the disposal of the money coming to their hands and payments made. The Accounts of the Gratuity Fund shall be made up yearly upto the 31<sup>st</sup> March in each and every year. The accounts of the Gratuity Fund shall be made up at intervals of not more than twelve months and shall be audited annually and such abstracts as may be required shall be furnished to the Income Tax Authorities. The Auditors certificate shall be final and binding upon the members of the Gratuity Fund. A statement of the Accounts so audited shall be available to members for inspection at the said Head Office of the Bank.

**11.Employees claim:** No executive/ officer/employee nor any person or persons claiming through or under him shall be entitled to claim payment of any money out of Gratuity Fund except as is by these Rules expressly provided nor shall any executive/ officer/employee have any lien or charge on the fund.

**12.Eligibility and Payment of Gratuity:** 1) Each executive/officer/employee whose service with bank ceases for any one the reasons set out below shall be entitled to gratuity at the rate mentioned against each case:

**A) In the case of executive/ officers**

On the death of an executive/officer while in the service of the Bank or on his becoming physically or mentally disabled to continue further in the service of the	Irrespective of the length of service, gratuity shall be payable at the rate of one month salary for each completed year of service subject to the maximum of 15 months salary.
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Bank.	
On superannuation or on termination of his service by the Bank in any other way except by way of punishment.	After completion of 5 years service gratuity shall be payable at the rate of one month's salary for each completed year of service, subject to the maximum of 15 months salary.
On voluntary retirement after 20 years of service/or resignations of an officer after 5 year of continuous service in the Bank.	Gratuity shall be payable at the rate of one month's salary for each completed year of service subject to the maximum 15 months salary.

**B) In the case of clerical and subordinate staff employees (known as "Award Staff")**

On the death of an employee while in the service of the Bank or on his becoming physically or mentally disabled to continue further in the service of the Bank or on termination of his service of the Bank or on superannuation or termination of his service.	Irrespective of the length of service gratuity shall be payable at the rate of one month's salary for each completed year of services subject to the maximum of 15 months salary.
On voluntary retirement under Pension Regulations after 20 years of service or resignation of an employee after 5 years of continuous service in the Bank.	Gratuity shall be payable at rate of one month's salary for each completed year of service subject to the maximum of 15 months salary.

Provided that for continuous service over 30 years, additional gratuity at the rate of half month's salary for each completed year of service over 30 years shall also be payable and to that extent the maximum provided here in above would increase.

Provided further that in respect of officers they may be given an option either to adopt the above pattern regarding extra gratuity or to continue in the present system. as applicable to officers in terms of the scheme published in Bank's publication No. 137 chapter XXXII on Page 155.

**Explanations:**

- I. For clauses (A) (B) of this sub-rule "Continuous service" shall mean continuous service whether temporary, permanent or on probation.
- II. An employee shall be said to be in continuous service for a period if he has for that period, been in uninterrupted service including service which may be interrupted on account of sickness, accident, leave, absence from duty without leave not being absence in respect of which of an order treating the absence as break in service has been passed in accordance with the rules.
- III. The expression "Salary" or "Wages" or "Pay" shall mean.
  - i) In the case of executive and officers:

Last basic salary drawn preceding death disability, retirement, resignation or termination of service as the case may be.
  - ii) In the case of clerical and subordinate staff (known in the Banking industry as the Award staff): Last basic pay preceding death, disability, retirement resignation or termination of the service as the case may be.

For removal of doubts, it is clarified that classification of employees under this rule shall be always read and understood in conformity with the service rules in force from time to time and binding on the parties concerned.
  - iii) Notwithstanding anything contained in Rule 12(1) (A) or 12(1) (B) here in above:
    - The gratuity of an employee whose services have been terminated for any act wilful omission or negligence causing any damage or loss to, or destruction of, property belonging to the employer, shall be forfeited to the extent of the damage or loss so caused:
    - The gratuity payable to an employee shall be wholly forfeited:
    - If the services of such employee have been terminated for his riotous or disorderly conduct or any other act of violence on his part, or
    - If the services of such employee have been terminated for any act which constitutes an offence involving moral turpitude provided that such offence is committed by him in the course of his employment.

- (C)** For those who are entitled to gratuity under the Payment of Gratuity Act.
- (1) As Per the provisions of that Act. (Expression Salary/ Wages shall have the meaning assigned under the Act.)
  - (2) If in accordance of that the service rules of the Bank, a person is entitled to gratuity either 1 (A) or 1 (B) and also 1 (C) gratuity will be payable to him as per the rule which is more beneficial to him.
  - (3) The Trustees shall at the of payment under this rule deduct income-tax on such amount of gratuity as is not exempt under the Income-tax Act as also the amount of estate duty payable, if any, on the gratuity Payable to any executive/officer/employee and have the said amount of tax credited to Government revenue.
  - (4) In the event of dismissal of a workman/employee for misconduct, there shall be deducted from the gratuity amount payable under Rule 12 an amount but only to the extent of financial loss caused to the Bank by such misconduct.
  - (5) In every case an executive/ officer/employee ceasing to be employed by the Bank and being entitled to a gratuity under these Rules, the Bank shall furnish within reasonable time considering the provisions of Rule 23 to the Trustees the particulars of the period of service of the employee, the details of the salary and allowances last drawn by him and the reason or condition under which he ceased to be employed and any other particulars which may be necessary for the purpose of calculating the amount of gratuity payable to him and the particulars so furnished shall be conclusive and shall not be called in question.
  - (6) In the case of an executive/officer/employee ceasing for any reason mentioned in sub-rule (1) of this rule to be in the service of the Bank while working on overseas branch/office of the Bank, the gratuity if payable under these or other service Rules shall be payable in India and Indian currency at a corresponding rate in salary scale applicable to such executive/officer/employees in India.

**13.Payment of gratuity in case the whereabouts of officer/employee are not known.**

- i) The trustees at their discretion may pay admissible amount of gratuity to a nominee in case of the executive/officer/employee whose whereabouts are not known for a period of over one year on following terms and conditions:
- ii) The date of disappearance of executive/officer/employee will be reckoned from the date of First Information Report with the police.
- iii) The benefit of gratuity payment will also be reckoned from the date as mentioned at I) above.
- iv) The nominee must lodge a report with the concerned police station and obtain a report that the employee has not been traced after all efforts have been made by the police.
- v) An indemnity bond is obtained for this purpose from the nominee in the form

no 6 annexed at Annexure: 6 hereto.

Moreover it should be ensured that the dues outstanding against the officer/employee concerned be recovered from gratuity amount payable to the employee.

**14.Nomination:**

- 1) The Trustees shall allow every employee to make a nomination conferring on one or more persons authority to receive the amount of gratuity in the event of this death before that amount becomes payable or having become payable has not been paid. Such a nomination shall be in the Form No.2 annexed at Annexure No. 2 hereto.
- 2) If an employee nominates more than one person under sub-clause (1) he shall in his nomination specify the amount or amounts payable to each of the nominees or proportion of a share of the whole amount in such manner as to cover the whole of the amount of gratuity that may be payable in the event of his death.
- 3) A nomination made by an employee may, at any time be modified or modified or cancelled by his after giving a written notice to the Trustees of his intention of doing so in the Form No.3 annexed at Annexure No.3 hereto.

**15.Nomination of a minor or a person under disability:** If any person who shall have been nominated by an employee shall at the time of his nomination be a minor or under disability to give a legal receipt or discharge to the Trustees, the executive/officer/employee must at the time of such nomination as aforesaid state the age of the nominee and further appoint a person of full age who is capable of giving a legal receipt and discharge and to whom the of giving a legal receipt and discharge and to whom the amount payable to the employee is to be paid for and on behalf of the person so nominated as aforesaid so long as he shall be a minor or under disability and the receipt of such person of full age in respect of payment made to him during the minority or disability of the person so nominated as aforesaid shall be a good discharge to the Trustees.

**16.Fresh nomination in case of the death of nominee:** In the event of death during the life of an executive/officer/employee of any person who shall have been nominated as aforesaid the executive/officer/employee shall forthwith nominate or appoint another person in place of the nominee or appointee so dying as aforesaid.

Every nomination or appointment made under the foregoing Rules shall be in writing signed by the employee making it whose signature must be attested by two independent witnesses and shall be according to either from annexed at Annexure No.2 or 3 as the case may be which ever is applicable and must in order to be effective be sent to the Head Office in Baroda. Every such nomination or appointment shall remain in full force and effect until the death of the nominee or appointee or until the same shall be revoked in writing by the executive/officer/employee by whom the same was made and a fresh nomination or appointment be made and delivered in manner in aforesaid.

**17.Validity of nomination:** A nomination or its modification or cancellation shall take effect to the extent it is valid on the date on which it is received by the Trustees.



**18.Payment in the absence of nomination:** In the event of any employee failing to appoint a nominee (and if necessary a person to receive on behalf of the nominee) the amount due to him on his death will be paid to the legal heir of such deceased employee on producing to the satisfaction of the Trustees a succession certificate, probate or letters of administration or legal representation by competent court or authority issued by a court of competent jurisdiction provided that in any case the trustees may in their absolute discretion dispense with the production probate or letters of administration or legal representation by competent court or authority on production of such other evidence as it may require and on such terms as to indemnify or otherwise as it may think fit in the manner as prescribed in Form No.5 Annexed at Annexure 5 hereto. (If the payment is made to the nominee/s. the execution of indemnity bond will not be necessary).

**19.Indemnities to the Trustees:** In addition to and not by way of substitution for all indemnities conferred on Trustees by statute, no Trustee shall be liable for the acts, receipt, neglects or defaults of any other Trustee or for joining in any receipt or other act for conformity, or for any loss or expense happening to the Gratuity Fund through the insufficiency or deficiency of title to any property acquired for or on behalf of the Gratuity fund or for the insufficiency of any security in or upon which any of the moneys of the Gratuity Fund shall be invested, or for any loss or damage arising from the insolvency or tortuous act of any person with whom any moneys, securities or effects shall be deposited or for any loss occasioned by any error of judgement on his part or for any other loss, damage or misfortune whatever which in relation to the execution of his duties as Trustee or in relation thereto unless the same shall happen through his own default.

**20.Moneys lapsed to the Fund:** Except as otherwise provided in any other Rule, no moneys belonging to the Gratuity Fund which are lapsed to the Gratuity Fund for any reason whatsoever shall be returned to the Bank.

**21.Reserve Account:** All amount which may accrue to the Gratuity Fund as provided in Rule 20, and any balance which may remain unclaimed after a period of seven years and any sum representing income of the Gratuity Fund derived from interest which may not have been credited to the Gratuity Fund's account shall be transferred to a reserve account to be utilised by the Trustees for the benefit of the employees or of retired employees or of dependents of a deceased employee or of any such person collectively or for adjusting depreciation in investments, for payment of expenses incurred in connection with the maintenance of the Gratuity Fund or for another purpose of the Gratuity fund.

**22.Borrowing & Assignment:** An executive/officer/employee shall under no circumstances obtain an advance out of the amount to which he may be entitled under these Rules nor shall he be entitled transfer or assign whether by way of security or otherwise howsoever his share on interest therein or in any part thereof. Any such purported transfer or assignment shall be invalid and the Trustees shall not (except so far the nomination prescribed by Rule 13. 14 and 15 operates as such) recognise or be bound by notice to them of any such purported transfer or assignment and all moneys standing to the credit of any employee purporting to transfer or assign his share or interest or any part thereof shall forthwith be forfeited as from the date of such transfer or assignment to the use of the Gratuity Fund and be dealt with accordingly.

**23.**The Bank not to have interest in Fund Moneys No moneys belonging to the Gratuity Fund shall be recoverable by the Bank under any circumstances nor shall the Bank

have any lien or charge in the said Gratuity Fund.

- 24. Payments when to be made:** Payments of gratuity amount due under these shall whenever reasonably possible be made within thirty days in one lump sum from the date of receipt of application in the prescribed Form No.4 annexed at Annexes No.4 hereto provided that in the case of persons entitled for payment of gratuity under the provisions of the payment of Gratuity Act 1972, such period shall be one month or such period as prescribed by that Act for this purpose from the date of receipt of application.

All gratuity benefits payable under these rules shall be paid only in lump sum and in India only and in Indian currency only.

If the amount of gratuity payable is not paid by the trustees within the period specified above, the trustees shall pay, from the date on which the gratuity becomes payable to the date on which it is paid, simple interest at such rate, not exceeding the rate notified by the Central Govt. from time to time for repayment of long term deposits, as that Govt. may by notification specify.

Provided however where the amount of gratuity payable has been kept in abeyance in the case of employee against whom departmental inquiry proceedings have been initiated during the period of his service in the Bank and such departmental inquiry proceedings have continued beyond the date of his superannuation from service in the Bank no such interest shall be payable if delayed in completion of such inquiry is in the opinion of the Trustee and a recommended by the disciplinary authority of the Bank is due to the fault of the employee or on consideration of seriousness of the charges levelled against him the trustees are of the opinion that no such interest be paid and on completion of departmental inquiry proceedings, the employees has been fully exonerated of the allegations and charges levelled against him in such proceedings than the payment of amount of gratuity shall be made to him with interest as provided for under these rules.

- 25. All losses upon Gratuity Fund:** Any loss in or diminution in value of the investment of the Gratuity Fund from whatever cause arising shall be borne by the Gratuity Fund and the Trustees shall incur no responsibility by reason or on account there of nor shall be the Trustees be bound at the request of a member or otherwise to take any proceedings against the Bank.

- 26. Power to close the Gratuity Fund:** Subject to any agreement between the Bank and its executives/officers/employees the Bank shall have power to give at any time at its discretion notice to the Trustees that it does not intend to make any further contribution to the Gratuity Fund and that the Trustees should close the Gratuity Fund. If all the Trustees shall consider that courses advisable or necessary than the Trustees shall, with the prior approval of the Commissioner of Income Tax, Mumbai, and subject to such conditions as may be imposed by the said commissioner, make arrangements for the winding up of the Gratuity fund and selling investments belonging to the Gratuity Fund and the net proceeds of such sale and all other moneys belonging to the Gratuity Fund shall after defraying all expenses payable out of the Gratuity Fund be divided amongst the employees by payment to each employee is entitled at the time of division shall bear to the aggregate of all sums standing to the credit of the Gratuity Fund at the time of division.

Where the Gratuity Fund is to be closed because the Bank is being dissolved or discontinued the Trustees shall follow the same procedure for closing the Gratuity Fund provided further that the gratuity to the existing employees will be payable on the basis as if their employment had been terminated by the Bank on the date of

receipt of the notice or order of dissolution on discontinuance.

No amalgamation with any other fund shall take place except with the approval of and subject to such conditions as may be imposed by the Commissioner of Income tax, Mumbai.

**27.A Liability of Trustees on Cessation of Approval:** If the Gratuity Fund for any reason ceases to be an approved Gratuity Fund the Trustees of the Fund shall nevertheless remain liable to tax on any gratuity paid to any employee.

**28.Alteration in Rules:** With the previous approval of the Commissioner of Income tax, and if and so far as the rights and liabilities of the Bank are affected with the Bank's previous consent the Trustees shall have power from time to time to make such additions deletions, alterations or substitutions in these Rules and Regulations as they may thin fit in regard to the accrual. Enjoyment suspension and forfeiture of the benefits of the Gratuity fund and the application or the disposal of the Gratuity Fund and otherwise in relation of the working and management there of provided that no addition to or alteration shall be valid which would or might have the effect of depriving the Gratuity fund of approval by the Commissioner of Income Tax, Bombay. Every such alteration shall be binding upon the employee with effect from such date as the Trustees may determine with the approval of the said Commissioner.

**29.Investments of fund Moneys:** All moneys contributed by the Bank and paid to the Trustees shall be invested by the Trustees in accordance with the provisions of Rule 101 of the Income Tax Rules, 1962, or any modification or replacement thereof.

**30.Investments to be in the name of the Fund or Trustees:** All investments and banking accounts of the Gratuity Fund may be kept by the Trustees in the names of the Gratuity Fund or in the names or under the control of any two of the Trustees with power for any two of them to operate the banking account and sell transfer very and to transpose such investment.

**31.Interest on Investments:** All interest derived from investments or accrued on any Bank account shall be deemed to be money received by the Trustees within the meaning of these Rules and shall be invested accordingly.

**32.Moneys which can be kept uninvested:** Out of the moneys received by the Trustees from time to time the Trustees may keep uninvested such sum or sums as may from time to time be required for making any payment to members in an account or accounts to be maintained with a scheduled Bank including the Bank should the said account or accounts require replenishing at any time the Trustees may in their discretion effect this by the sale of investments in which the Gratuity Fund may be invested.

**33.Payments of the Fund how to make:** For the purpose of making any payment under these Rules, the Trustees shall be at liberty in their discretion either to have recourse to any amount at their Bank account or accounts or to realise the investments or both.

**34.Miscellaneous:** Without prejudice to the powers in that behalf conferred by Rules 5 (a) all of the decisions of the Trustees involving an interpretation of the provisions of the Income-Tax Act. 1961 and the Rules made there under shall be communicated to the Commissioner of Income Tax concerned.

In the event of there being any repugnance between any of these Rules and the provisions of the Income-Tax Act. 1961 and the Income-Tax Rules, 1962 the repugnant Rule will be void and the Trustees shall if so required by the Commissioner of Income Tax delete the repugnant Rule.



**ANNEXURE: 1**

**FORM NO.1 (SEE RULE 9)**

To,  
The Trustees  
Bank of Baroda Gratuity Fund

Dear Sir,

I hereby declare that I have read the Rules and Regulation of Bank of Baroda Gratuity Fund and that I agree to be bound by them and by any subsequent additions to and alterations in the same from time to time made in pursuance of Rule 27 of the said Rules and Regulations.

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

NAME IN FULL	:	
DATE OF BIRTH	:	
NATURE OF APPOINTMENT	:	
DATE OF JOINING SERVICE	:	
SIGNATURE	:	
WITNESS	:	
PLACE	:	

(To be filled in the employees who are covered under Payment of Gratuity Act, 1972)



**FORM NO.2 (SEE RULE 14 (1))**

Employee Code No.	Branch Code No.
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FORM OF NOMINATION

Bank of Baroda Gratuity Fund.

- Name of Employee \_\_\_\_\_ Surname \_\_\_\_\_  
(in block letters)
- Sex \_\_\_\_\_
- Religion \_\_\_\_\_
- Father's Name \_\_\_\_\_
- Husband's Name \_\_\_\_\_ (for married woman only)
- Marital Status \_\_\_\_\_ whether unmarried, married, widow or widower)
- Date of Birth: Day \_\_\_\_\_ Month \_\_\_\_\_ Year 19 \_\_\_\_\_
- Permanent Address: \_\_\_\_\_  
Village \_\_\_\_\_ Thana \_\_\_\_\_ Taluka/Sub-Division \_\_\_\_\_ Post office \_\_\_\_\_ District \_\_\_\_\_ State \_\_\_\_\_

I hereby nominate the person(s) mentioned below to receive the

\* amount of gratuity fund in the event of my death before the amount becomes payable, or having become payable has not been paid, and direct that the said amount shall be distributed among the said persons(s) in the manner shown against their names:

Name and address of nominee or nominees	Nominee's relationship with the employee	Age of Nominee	* Amount or share of gratuity to be paid to each nominee
(1)	(2)	(3)	(4)

- 1. Certified that I have no family and should I acquire a family hereafter, the above nominee should be deemed as cancelled.
- 2. Certified that my father/mother/sister(s)/minor brother(s) is/are dependent upon me.

Dated this \_ day of \_\_\_\_\_ 19 \_\_\_\_\_ at \_\_\_\_\_

Two witness to signature

1. \_\_\_\_\_  
(Signature of employee)

2. Certified that the above declaration has been signed by Shri/Shrimati \_\_\_\_\_

- he/has read the entries before \_\_\_\_\_
- the entries have been read to him/ her by me.

\_\_\_\_\_  
Signature of Br. Manager

Date:

- Delete the inapplicable words.
- This column should be filled in so as to cover the whole of the amount of gratuity that may payable in the event of his death.





**FORM NO.3 (SEE RULE 14 (3))**

To,  
The Trustees  
Bank of Baroda Gratuity Fund

Dear Sir,

Account No. \_\_\_\_\_

I, \_\_\_\_\_ hereby cancel the nomination made by me previously as regards the disposal of the amount of gratuity in the event of my death and hereby nominate the person (s) mentioned below to receive the amount of gratuity in the event of my death before the amount becomes payable or having become payable has not been paid and direct that the said amount shall be distributed among the said person (s) in the manner shown against their names

Name and address of nominee (s)	Nominees/nominees Relationship if any with the employee	Age of Nominee	Amount or share of gratuity to be paid to each Nominee
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## FORM NO.4 (SEE RULE 24)

THE TRUSTEES,

EMPLOYEE CODE NO. :

BANK OF BARODA GRATUITY FUND TRUST

BRANCH ALPHA CODE:

C/O BANK OF BARODA  
HEAD OFFICE BARODA

Re: Payment of Gratuity

Dear Sir,

I, Mr./Mrs./Miss. \_\_\_\_\_ Residing at \_\_\_\_\_ (in block letters) have to request you to pay me/us the amount towards gratuity due to me/late

1.	Full name of the employee	_____
		(in block letters)
2.	<b>E.C.No. &amp; Designation</b>	_____
3.	Branch/ Office to which last attached	_____
4.	Date of Birth	_____
5.	(i) Date of joining service (ii) Total length of service (iii) No. of days (unauthorised loss of pay)(Suspension period)	Years      months      days
6.	(i) Date of Retirement/ relieving (ii) Date of death	

7. Reasons for cessation i.e. retirement, pre-mature retirement, voluntary retirement, resignation/death/ termination/dismissal/ any other reason (please specify the reason of cessation)(In case of termination/ dismissal or cessation under para 17 of BPs attach copy of charge sheet and final order served)

8. Rate of last salary drawn:

Basic pay (including special pay)	Rs.
Special Pay	Rs.
Dearness Allowance	Rs.
FPA/PPA (increment portion)	Rs.
Total	Rs.

9.

1) Last increment when sanctioned	Date :
2) Amount of last increment	Rs.
3) Basic salary after increment.	Rs.

4) Reasons for change in date of increment other than date of joining:



10. Outstanding balance in respect of loans granted (as of )

Loan from Bank	Rs.
From PF Trustees	Rs.
Housing Loan	Rs.
Other Loans (please specify)	Rs.

The nature)

11. If the employee has expired

- a) Full name of claimant :
- b) Claimant's relation with the deceased employee :
- c) Nomination, if any, made in favour of :
- d) Names of other heirs, with their relation with the deceased. :
  - a)
  - b)
  - c)
  - d)
  - e)
- e) If there is no nomination and if no legal representation such as succession certificate, Probate of will etc. is obtained then furnish names of two sureties to the Indemnity Bond to be executed. :
  - 1.
  - 2.

12. Other particulars/ special remarks, if any. :

Yours faithfully

(Signature of the claimant)

Place:

Date:

(to be filled in by the branch and Regional Office)

This is to certify that:

- 1) The particulars given above have been verified with the Bank's record and are found to be correct.
- 2) There is no disciplinary action and/ or prosecution pending or contemplated against the aforesaid employee.

- a) Vigilance clearance from:
  - (i) Zonal Vigilance Dept.
  - (ii) Central Vigilance Dept.

(Indicate reference number and date of the certificate of the issuing authority.)

- 3) The details of disciplinary action/ prosecution pending/ contemplated are as under:

- a) Inquiry proceedings initiated/ pending
  - i) Departmental inquiry – details in brief
  - ii) Judicial proceedings – details in brief



Suspension period treated  
as period not spent on duty  
\_\_\_\_\_ days

Unauthorised absence/  
leave on loss of pay  
\_\_\_\_\_ days

- The claim of gratuity is recommended for payment.

For BANK OF BARODA

FOR BANK OF BARODA

BRANCH MANAGER

ASSTT.GEN.MANAGER  
(REGIONAL AUTHORITY)

BRANCH:

REGION :

DATE :

PLACE :

DATE :

NOTE:

1. Branch should route this application to Head Office through their Regional Authority with particulars duly verified by them.
2. Regional Authority should ensure that necessary information is invariably furnished in the application in order to avoid correspondence and consequent delay in settlement of the gratuity claim.

Full Postal Address of the Branch:





**FORM NO.5**

To,  
The Trustees  
Bank of Baroda Gratuity Fund Trust  
Bank of Baroda  
Head Office, Mandvi, Baroda – 390 006

KNOW ALL MEN by these presents that We (Name of claimant, other heirs and sureties) all Hindu \_\_\_\_\_ Inhabitant of \_\_\_\_\_ are held and firmly bound upto Bank of Baroda Gratuity Fund in the sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) to be paid to the said Bank of Baroda Gratuity Fund, its nominees, successors or assigns for which payment to be well and truly made we jointly and severally bind ourselves, our respective heirs, executors and administrators and our respective estate and effects firmly by these presents dated this \_\_\_\_\_ day of \_\_\_\_\_ in the Christian year 199\_\_\_\_\_

WHEREAS Mr. \_\_\_\_\_(Name of deceased) at the time of his death was entitled to a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only as gratuity payable to him. AND WHEREAS the said \_\_\_\_\_(Name of claimant the widow of late Shri \_\_\_\_\_ is entitled to receive the said sum to be paid to her through succession and have accordingly requested the said Fund to pay the said sum to her.

AND WHEREAS the said \_\_\_\_\_(Name or claimant other heirs and 2 sureties) have represented to the Fund that no estate duty in respect of the property passing of the deceased is payable and that the estate duty has been or will be paid in respect or the property passing it any and it so assessed.

AND WHEREAS the said \_\_\_\_\_(Name or claimant other heirs and sureties) **have agreed to indemnify the said fund in respect of such payments Now the condition of the above written bond or obligation is such that if the said Fund it successors and assigns and its Trustees Managers, Agents Officers and servants and their respective estate and effects are and shall from time to time and at all times here after be kept safe and harmless and indemnified for all and in respect of such payment Gratuity mentioned here above charges, expenses and against all actions, losses, costs, charge expenses and demands whatsoever in respect of the said payment then and in such case the above written bond or obligations shall be void otherwise the same shall remain in full force and virtue.**

Signed and delivered by the above named

Claimant	:	_____
Other Heirs	:	_____
Sureties	:	_____
• Name	:	_____
Address	:	_____
Occupation	:	_____
2. Name	:	_____
Address	:	_____
Occupation	:	_____
		_____
		_____



**FORM NO. 6 INDEMNITY BOND**

(TO BE OBTAINED IN CASE OF CLAIMS IN RESPECT OF EMPLOYEE WHOSE WHERE ABOUT ARE NOT KNOWN)

KNOW ALL MEN BY these presents that we (a) \_\_\_\_\_ aged \_\_\_\_\_  
(b) \_\_\_\_\_ aged \_\_\_\_\_ and residing at \_\_\_\_\_

\_\_\_\_\_ respectively, the nominee/s of (c) \_\_\_\_\_ ECNo. \_\_\_\_\_ who was holding the post of \_\_\_\_\_ in your \_\_\_\_\_ branch/ office is reported to have been missing i.e. whose whereabouts are not known for the last over one year (here in after referred as missing employee resident of \_\_\_\_\_ and sureties are held and firmly bound upto Bank of Baroda Gratuity Fund its nominees, successors or assigns for which payment to be well and truly made. I/We jointly and severally bind myself/ ourselves our respective heirs, executors and administrators and our respective estates and effects firmly by these presents dated \_\_\_\_\_ day of \_\_\_\_\_ in the Christian year 199 \_\_\_\_\_.

WHEREAS Mr./Mrs. \_\_\_\_\_ was at the time of his disappearance in the employment of the Bank receiving a pay of Rs. \_\_\_\_\_ per month AND WHEREAS the said Mr./ Mrs. \_\_\_\_\_ disappeared on \_\_\_\_\_ day of \_\_\_\_\_ and there was due to him/her at the time of his/her disappearance the sum of gratuity.

AND WHEREAS the claimant is entitled to receive aforesaid gratuity amount as per Rules and approach Bank and Trustees of Bank of Baroda Gratuity Fund Trust for making payment thereof to avoid undue delay and hardship.

AND WHEREAS at my/our request, the Bank and Trustees have agreed to make payment of the said sum of Rs. \_\_\_\_\_ to the claimant and the sureties entering into a bond in the above mentioned sum to indemnify the Bank and Trustees against all claims to the amount so due to the aforesaid missing employee.

AND WHEREAS the claimant and at his/her request the surety/ sureties have agreed to execute the bond in the terms and manner hereinafter contained.

NOW THE CONDITION OF THIS BOND is such that if after payment has been made to the claimant the claimant and/or the surety/sureties shall in the event of a claim being made by any other person or the missing employee on his appearance against the Bank/Trustees with respect to the aforesaid amount then refund to the Bank/Trustees the said sum with interest and shall otherwise indemnify and keep the Bank/Trustees harmless and indemnified against and from all liabilities in respect of the aforesaid sum and all costs incurred in consequence of the claim thereto THEN the above written bond shall be void and of no effect but otherwise it shall remain in force, effect and virtue.

AND THESE PRESENTS ALSO WITNESS that the liability of the surety/ sureties hereunder shall be impaired or discharged by reason of time being granted by or any forbearance act or omission of the Bank whether with or without the knowledge or the consent of the surety/sureties in respect of or in relation to the obligation and the conditions to be performed or discharged by the claimant or by any other method or thing whatsoever which under the law relating to sureties would but for the provision shall have no effect of so releasing the sureties from such liability nor shall be necessary for the Bank/Trustees to sue the claimant before suing the surety/sureties or either of them for the amount due hereunder.

IN WITNESS WHEREOF the claimant and the surety/sureties hereto have set and subscribed their respective hands hereunto on the day month and year above written.

Signed and delivered by the above named:

Claimant/ Sign (1) \_\_\_\_\_ (2) \_\_\_\_\_  
Name \_\_\_\_\_  
Occupations \_\_\_\_\_  
Sureties \_\_\_\_\_

1. Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_

Occupation \_\_\_\_\_

2. Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_

Occupation \_\_\_\_\_  
\_\_\_\_\_

WITNESS:

1. Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_

Occupation \_\_\_\_\_

2. Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_

Occupation \_\_\_\_\_

