RULES OF

DENA BANK EMPLOYEES' GRATUITY FUND

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PF/GF/PENSION DEPARTMENT

EMPLOYEE'S GRATUITY FUND RULESe

SCHEDULE I

RULES AND REGULATIONS OF THE DENA BANK EMPLOYEES GRATUITY FUND

Name	1	1) The Fund shall be called "THE DENA BANK EMPLOYEES GRATUITY FUND" 2) These rules and regulations shall be called "The Rules and Regulations of the Gratuity Fund" and shall come into force on and from 12th November 1975, and shall be the Rules and Regulations referred to in the Deed of Trust executed between Dena Bank of the one part and the Trustees of the Fund of the other part.
Definitions	2	In these Rules and Regulations unless there is anything repugnant to the subject or context
		A. "THE Fund" means the Dena Bank Employees Gratuity Fund. B. 'RULES" means the Rules and Regulations of the Gratuity Fund and contained in this schedule. C. "AWARD" means the National Industrial (Bank Dispute) Award or any other Award that may be made by any competent Tribunal. D. "The Bank" means Dena Bank E. "The Board of Directors" means the Board of Directors for the time being of Dena Bank and shall include any Committee of the Board of Directors to which the Board of Directors has delegated or may delegate its power in this respect. F. "Employee" means an employee, other than a personal or domestic servant and other than an apprentice, in full time employment of Dena Bank at any of its offices, including whole time working Director of the Bank. G. "Officer" means an employee of the bank classified as such in the Service Code of the Bank. H. "Trustees" means the Trustees for the time being of the Fund and "Trust" means the irrevocable trust under which the Fund is established. I. "Board of Trustees" means a Board consisting of all the Trustees of the Fund. J. "Beneficiary" means employee, the wife or husband and/or child or children and/or dependents of the employee. K. "Employer" means Dena Bank and shall include any Banking Company, undertaking or corporation, which

		may by purchase, amalgamation or otherwise take over in whole or in part the business of the Bank. L. "Salary" means i. In the case of member being an officer, the last basic pay, stagnation increment, professional qualification, allowance and increment component of fixed personal allowance, drawn or such other allowance as is form from time to time agreed or declared to be part of salary. ii. In the case of a member not being an officer, the average of basic pay and special allowance if any; provided, however that in the case of those members who are entitled to, and who claim, payment of gratuity under the payment of gratuity act, 1972."Salary" shall be deemed to mean all emoluments which are earned by an employee while on duty or on leave in accordance with the terms and conditions of his employment and which are paid or payable to him in cash and includes dearness allowance but does not include any bonus, commission, house rent allowance, overtime wages and other allowance. Words in the singular number shall include the plural and words in the masculine gender shall include the feminine.
Irrevocability of the fund and purpose of the fund	3	The Fund shall be vested in the Trustees under an irrevocable Trust having for its sole purpose the provision of gratuity to the employees of the Bank as provided in these Rules.
	4	The object of the Fund is to provide moneys for payment of gratuities in India to the employees of the Bank in accordance with the provision of these Rules.
	5	The Bank shall be the contributor to the fund.
Trustees	6	The Trustees of the Fund shall be residents in India and any Trustee who leaves India permanently shall vacate his office. The Board of Trustees shall consist of minimum 2 Trustees and Maximum eight Trustees, four of whom shall be the Directors of the Bank (here after called the Director Trustees) to be nominated by the Board of Directors and of the remaining four of whom shall be members of the Fund also to be nominated by the Board of Directors. Of the four members of the fund to be nominated as aforesaid (hereinafter called the "Member Trustees") three members shall be the Officer employees nominated as Ex-officio member trustees of Dena Bank Employees Gratuity Fund who shall the positions of General Manager (In-Charge of Gratuity Department), Deputy

		General Manager/ Assistant General Manager (In-Charge of Accounts Department), & Deputy General Manager (Personal & HRD /Asstt1. General Manager (Personnel) respectively and one member nominated by the majority association of officers in the Bank. The Board of Directors may at any time, at their sole discretion, withdraw the nomination of any or all the Trustees without being obliged to assign any reason thereof. A Director trustee shall cease to be such Trustee as soon as he ceases to be the Director of the Bank or he resigns as such Trustees or the Board of Directors withdraws his nomination. A member Trustee shall cease to be such Trustee as soon as he ceases to be in service of the Bank or ceases to be such member or he resigns as such Trustees or the Board of Directors withdraws his nomination.
Vacancy in the office of Trustees	7	A Trustee shall cease to hold his office with immediate effect: A. On his ceasing to be a Director, if he is a Director of the Bank. OR B. On his ceasing to be a officer, if he is a officer of the Bank. OR C. On his ceasing to be in the employment of the Bank, if he is an employee not being an officer of the Bank. OR D. On his death OR E. On his becoming insolvent, insane or incapacitated. OR F. On his resignation duly accepted by the Board of Trustees. OR G. If he permanently leaves India.
	8	i. The Bank shall nominate and appoint a successor in the place of such Trustee who has ceased to be trustee in any manner aforesaid. ii. The surviving or continuing Trustees, as the case may be, shall transfer the moneys, securities, and investments for the time being constituting the Fund to the Joint names of Trustees and/or such new Trustees or Trustees so appointed by the Bank.
Contributions by the Bank	9	The fund shall consist of moneys as may be transferred from time to time by the Bank in accordance with clauses 3 and 4

		of the Deed of Trust and shall in future make further annual contributions determined either on actuarial basis or on any other suitable basis acceptable to the Income-Tax authorities, having regard to the length of service of each employee concerned.
Eligibility and Scales of Gratuity	10	1) The Gratuity as specified in Rule 11 shall be payable to an employee after he has rendered continuous service to the Bank: a) for not less than five years in case of employees who are governed by the Payment of Gratuity Act 1972 and b) for not less than ten years in case of officers and other employees not governed by the Payment of Gratuity Act 1972; i. on his/her retirement or resignation or Vol. Retirement ii. on his/her death while in the service of the Bank the amount of gratuity being payable to the legal heirs, executors, administrators or assigns of the employee or in case he/she has executed a nomination paper in the form prescribed under these rules, to the nominee of such employee. iii. On his/her becoming physically or mentally in capable of further service, to be certified by a Medical Officer of Bank. iv. on termination of his/her service by the Bank in accordance with the rules of the Bank. Provided that the completion of continuous service (*) of five years or ten years as aforesaid shall not be necessary where the termination of Service of a member with the Bank is due to the reason mention in clause (ii) or (iii) or (iv) of his Rule; (*) Continuous Service for the purpose of this rules means uninterrupted service including service which is interrupted on account sickness, accident, leave, cessation of work not due to any fault of the employee concerned, absence from duty without leave not being absence in respect of which an order treating the absence as break in service has been passed in accordance with the rules. II) Subject to the provisions of the Payment of Gratuity Act 1972 or any other law relating to payment of gratuity to any class of employees or any part thereof and also to the provisions of any industrial award or any settlement between the Bank and its employees or any class of employees or any part thereof which provides or may provide for better terms of payment of gratuity:-

		a. The amount of gratuity which shall becomes due to an employee at the time referred to in clause I of this Rule shall be equal to one months salary for each completed year of service subject to a maximum of 15 months salary. b. If the total number of years of continuous service exceed thirty years an extra amount by way of additional gratuity shall become payable at the rate of half months' salary for each completed year of service in excess of thirty years and shall be calculated as provided for in Rule 11.
		c. The amount of gratuity as per the payment of Gratuity Act,1972 shall be payable for every completed year of service or part thereof in excess of six months at the rate of fifteen days' wages(*) based on the rate of wages last drawn by the Employee concerned. (*) The fifteen days Wages will be calculated by dividing the monthly rate of wages last drawn by him by twenty six and multiplying the quotient by fifteen lll) The length of service shall be calculated as the total period from the day of initial appointment (Whether permanent, temporary or on probation) in the Bank to the day of cessation of service in the Bank. "Explanation: In the case of an employees who has put in service of thirty years and more, while Computing the actual number of completed years of service, service of six months or more beyond thirty years shall be taken as one year and if the number of months is less than six, such period shall be ignored." IV) The employee shall sign a Declaration in Form No. 1 annexed hereto:
Computation of Benefits	11	The 'Salary for the purpose of calculating gratuity shall be as Follows: a) For Officers- Last Pay, inclusive of Basic Pay, Stagnation Increment, Professional Qualification Allowance and Increment Component of Fixed Personal Allowances drawn. b) For Award Staff- Average of the full Basic Pay, Stagnation Increment, Special Pay, Professional

		Qualification Pay, Fixed Personal Allowance (Increment Component Only) Payable during the 12 months immediately preceding the date of Death, disability, retirement, resignation or termination of service as the case may be. c) As per Payment of gratuity Act, 1972 (Irrespective of Cadre)- Last drawn wages i.e. All emolument inclusive of Basic Pay, Stagnation Increment, Professional Qualification Pay, Increment Component of Fixed Personal Allowances and Dearness Allowances.
	12	Notwithstanding anything contained in the preceding clauses: A) The gratuity of an employee, whose service have been terminated for any act, willful 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 damages or loss so caused. B) The gratuity payable shall be wholly forfeited:- I) 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 II) if the services of such employee have been terminated for any Act, which constitutes an offense involving moral turpitude, Provided that such offense is committed by him in the course of his employment.
Income Tax payable by the member	13	The trustees shall deduct from the amount payable as Gratuity to any employee, Income tax and surcharge on Income tax, if any and also Estate Duty if any, on such amount at the rates applicable thereto on the date of payment and the Trustees shall pay the amount of tax so deducted to the Government of India.
Power of trustees	14	I) The Rules shall be interpreted by the Trustees whose decision Shall be final and binding upon the employee of the Bank, if any Interpretation at any time has any bearing upon the Income-tax Act and Rules such interpretation shall be forthwith communicated to the commissioner of Income-tax.

		II) The Trustees may on the recommendation of the Bank or Otherwise and subject to the approval of the Income tax authorities, from time to time amend, repeal, add to, vary or alter these Rules. III) The Trustees for the time being shall administer the Fund and the income thereof except as otherwise provided in the Rules for the time being in force. IV) All moneys received from the Bank and all other moneys forming part of the Fund shall be invested as prescribed in the Income-tax Rules 1962 from time to time or at the discretion of the Trustees be utilized to make payment toward premia or contribution to the Life Insurance Corporation of India under a Gratuity Scheme or under any other Scheme approved by the Commissioner of Income-tax Whenever the amounts of gratuity payable to an employee under The Life Insurance Corporation of India Scheme exceeds the amount of gratuity payable under the Bank Award or the Bank Rules, such excess shall also be payable along with the gratuity.
		The Trustees if they find it expedient may affect assurances with the Life Insurance Corporation of India by taking a policy proving for Officers and workmen of the bank. The Bank shall pay additional contributions to the Trustees as may be advised by the actuaries of the Life Insurance Corporation of India in the event of Trustees effecting assurance with the Corporation by taking policy as provided above to meet the liability in respect of the amounts which are not covered by the policy V) Notwithstanding anything herein above contained the Board of Trustees shall have and reserve for themselves the power and the authority to nominate/appoint any person/s as the custodian Trustee/s of the fund for the purpose of holding in its/their name/s the moneys, securities and/or investments of the fund and keeping in its/their safe custody papers, securities and other documents of/or pertaining to the fund.
Declaration of Trustees' Power	15	The trustee may from time to time appoint one of the officers of the Bank to be the secretary of the fund to sign all correspondence on behalf of the Fund and exercise all powers and authorities as may be conferred on him by the Trustees.

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	16	The Trustees shall elect a Director Trustee as Chairman of the Trustees who shall hold office for a period not exceeding three years. In the absence of the Chairman the Trustees present shall elect another Director Trustee who may be present at the meeting as the Chairman of the meeting Questions arising at the meeting of the Trustees shall be decided by a majority vote and in case of an equality of votes; the Chairman of the meeting shall have a casting vote The quorum for a meeting of the Trustees shall be four members personally present of who not less than two shall be the Trustees who are Directors of the Bank. "A resolution in writing signed by not less then four Trustees of whom not less than two shall be the Trustees who are Directors of the Bank, shall be as valid and effectual as it has been passed at a meeting of the Trustees duly called and constituted. Such resolution may be on a separate paper. Provided always that no act or proceeding of the Trust/Trustees shall be invalid merely on the ground of the existence of any vacancy in of defect in constitution of the trust or want quorum in the meeting of the Trustees.
Bank Account of the fund	17	Out of the moneys received by the Trustees from time to time , the Trustees may keep such reasonable sum or sums, as they may from time to time decide, in a saving Account with any Scheduled Bank or in a post office Saving Bank Account in India in the name of Dena Bank Employee's Gratuity Fund. Should the said Saving Bank Account or post office Saving Bank require replenishing at any time the Trustees might in their discretion affect this by the sale of investment in which the fund may have been invested? All investments and the Banking Accounts of the Fund shall be in the name of the Dena Bank Employees' Gratuity Fund. The Banking Accounts of the Fund will be operated by any two of the Trustees. The investments made in name of the Fund in accordance with Rule 101 of the Income Tax Rule 1962 as amended from time to time, shall not be transferred of deal with except under the authority of at least two Trustees.
Liability of the Trustees	18	No trustee shall be responsible or chargeable save and except from money actually received by him nor shall he be responsible or chargeable for the acts, defaults or neglects of the Bank with whom the money of the Fund are deposited nor for any loss unless the same happens through his own wilful act or omission.
Alteration to the Rules	19	i. No change in these Rules shall be effected without the approval of the commissioner of Income Tax. ii. If there is any repugnance between the Rules of the

		Fund and any provision of the Income-tax Act, 1961 and the Rules made there under Rules to the extent of such repugnancy shall be ineffective.
Investment of Fund Money & Accounts	20	A)The Board of Trustees shall invest all money contributed to the Fund or received or accruing by way of interest of otherwise to the Fund within 15 days from the date of such contribution, receipt or accrual and shall invest in such investments as may permitted under the Income-tax Rules,1962 from time to time B) The Trustees shall mark up the annual account of the Trust Fund every year on 31st March and shall get the same duly audited by a Chartered Accountant.
Admission of Directors to the Fund	21	A director of the Bank may be admitted to benefits of Fund only if he is a whole-time director or Officer of the Bank and does not beneficially own shares in the Bank carrying more than five per cent of the total voting power.
Winding up of the Business of the Fund	22	Where the Bank's business is to wound up or discontinued, the Trustees shall with the prior approval of and subject to such conditions as may be imposed by the Commissioner of Income tax make satisfactory arrangement for the payment of gratuity to the existing beneficiaries. Any arrangements for the winding up of the Fund or for its amalgamation with another fund shall be subject to the prior approval of and to such conditions as may be imposed by the Commissioner of Income tax.
Eligibility	23	All employees of the Bank (officers and workmen) shall be entitled to the benefits as herein before mentioned. Officers and workmen of any institution already taken over shall also be entitled to the benefits The employees of the institutions, which may hereafter be taken over by the Bank, shall not be entitled to the benefits until the Board of Trustees at the express request of the Bank agrees to include them for these benefits.
Disputes regarding administration of the Fund	24	Any difference which may arise between members, nominees, executors administrators or personal representatives and Trustees or the Bank on any matter or thing arising out of administration of the Fund and/or the Rules shall be referred to a person appointed by the Board of Directors as sole arbitrator in terms of the India Arbitration Act for the time being in force
	25	A Every employee shall nominate in writing as per form '2' annexed hereto the beneficiary to whom the amount due to him under the provisions of these presents shall be payable in the event of his death, while in the service of company or before the claim on the Fund shall have been discharged and shall keep up the nomination. If the

		nominated beneficiary is a minor, the employee shall at the time of nomination also appoint in writing a person of full age to whom the amount is to be paid on behalf of the minor beneficiary in the event of the employee dying before the minor beneficiary attains his majority. If any person so appointed predeceases the employee or before the minor attains majority, the employee shall forth appoint in writing another person of full age to receive the amount on behalf of the minor beneficiary and from time to time forthwith make a fresh appointment whenever this is necessitated by the appointee's death as aforesaid. Failure to comply with the requirements stated above will be treated as absence of effective nomination. B. If an employee has a family at the time of making a nomination, the nomination shall be made in favour of one of more members of his family and any nomination made by such employee in favour of a person who is not a member of his family, shall be void C) If at the time of making a nomination, the employee has no family, the nomination may be made in favour of any person or persons but if the employee subsequently acquires a family such nomination shall forthwith become invalid and the employee shall make within 90 days a fresh nomination in favour of one or more members of his family. D) An employee can modify at the nomination made by him after giving a written notice to the trustees. Such a modification should be done in form no "3" annexed hereto. The nomination or its modification, to the extent it is valid, will take effect on the date on which it is received by the Trustees
	26	If an employee assigns or creates a charge upon his beneficial interest in a Fund, the Income-tax officer shall give notice to the employee that if he does not secure the cancellation of the assignment or charge within two months of the date of receipt of the notice, the consideration received for such consignment or charge shall be deemed to be income received by him the previous year in which the fact became known to the Income-tax officer and shall be assessed accordingly.
	27	Notwithstanding anything stated herein above in these presents, in the events of the trust Fund becoming de recognized under the Income-tax Act and Rules in any

		circumstances, the Trustees shall remain liable to deduct income-tax and surcharge on income-tax, if any, and estate duty, if any from the gratuity that may become payable to an employee under the Scheme. The Bank shall arrange to pay amount of gratuity within thirty days from the date it becomes payable to an employee on the termination of his / her employment.

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FORM NO 1

FORM OF DECLARATION

I hereby declare that I have read the Rules and Regulation of the Dena Bank Employees Gratuity Fund and that I agree to be bound by them and by subsequent additions and/or alterations if any, to them from to time to time made in pursuance of the Rules and Regulations of the Fund

1. Name: Surname:

2.Sex:

3.Age:

4.Designation:

5.The Branch of Office at which working:

6.Father's /Guardian's Name:

7.marital Status:

8Husband's/wife's Name:

9. Date of Birth:

10.Identification marks:

11.Permanent Address: Present address:

Place

Date Signature of Thumb Impression
of the employee

Certified that the above declaration has been executed by

----------Employees

AS……at…….before me after he has read the entries.

Place
Date Signature of Authorized
officer

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FORM NO 2

Form of Nomination by employee under clause 25 (a)

Dena Bank Employees Gratuity Fund

1 Name of the employee

_____surname _____

2 sex……

3 Religion……..

4 Father's Name_____

5 Husbands name……(for married women only)

6 Marital status……..(whether unmarried married widow or widower)

7 Date of Birth: Day _____Month _____ Year _____

8 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 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) the manner shown against their names:

……

Name and address of Nominee or Nominees	Nominee's relation with employee	Age of Nominee	Amount or share gratuity to be paid to each nominee

1 Certified that I have no family and should I acquire family hereafter the above nomination should be deemed as cancelled

2 certified that my father/mother/sister(s)/minor brother (s)is / are dependent upon me

Two Witnesses to signature

1 Signature of employee

2

Certified that the above declaration has been executed by……..

Employees

As……at……before me after he/she has read the entries.

Place

Date Signature of the Authorized Office

FORM NO. 3

FORM OF MODIFICATION OF NOMINATION BY EMPLOYEE UNDERCLAUSE 25(d)
DENA BANK EMPLOYEES GRATUITY FUND

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 paid , and direct that the said amount shall be distributed among the said persons in the manner shown against their names:

Name and address of Nominee *or Nominees**	Nominee's relation with employee	Age of Nominee	Amount or share gratuity to be paid to each nominee

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1 Certified that I have no family and should I acquire family hereafter the above nomination should be deemed as cancelled

2 certified that my father/mother/sister(s)/minor brother (s)is / are dependent upon me

Dated this _____the day of _____19 _____at ___

Two Witnesses to signature

1 Signature of employee
2

Certified that the above declaration has been executed by……..

Date

Signature of the trustee or any person
Authorised by the trustees in this behalf

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

FORM-4
APPLICATION FOR PAYMENT OF GRATUITY UNDEER CLAUSE 26

To

The Trustees of the Employees Gratuity fund of Dena Bank

I/We _____ being an employee and holding the position of _____. In section _____ in the

Bank/ Nominee of heirs or executors or administrators or dependents of the deceased _____ who was a _____ in the Bank, hereby

Apply for payment of Gratuity under the terms and conditions of Gratuity Fund. I/We herewith

Append the following documents in support of my / our request and my / our claim to receive the gratuity.

Dated this _____day of _____19_____at

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Two Witnesses to signature

1 Signature of employee/ claimant

2

Certified that the above declaration has been executed by……..

As……at……before me after he/she has read the entries.

Date Signature of the trustee or any person Authorised by the trustees in this behalf

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