EXPORT-IMPORT BANK OF INDIA
GRATUITY FUND RULES

FIRST ISSUE

EXPORT-IMPORT BANK OF INDIA
HEAD OFFICE:
CENTRE ONE, 21ST FLOOR
WORLD TRADE CENTRE
CUFFE PARADE
BOMBAY 400 005.

India Code

EXPORT-IMPORT BANK OF INDIA GRATUITY

FUND RULES

---

1. NAME AND OBJECT

The Gratuity Fund shall be known as the Export-Import Bank of India Gratuity Fund (hereinafter referred to as the "Gratuity Fund") and shall for the purpose of its constitution, management and administration be governed by these Rules. Subject to the provisions of these Rules, benefits of the Gratuity Fund shall be available to all the Employees (as hereinafter defined) of the Export-Import Bank of India (hereinafter referred to as "the EXIM Bank") employed in India, whether posted for services within or outside India.

IndiaCode

2. DEFINITIONS

In these Rules the headings shall not affect the construction hereof and unless repugnant to the subject or context, masculine shall include feminine, singular shall include plural and vice versa, and the following words and expressions shall have meanings assigned to them as under :

(i) 'Contribution' means the amounts contributed by the EXIM Bank from time to time.

(ii) 'Employee' means any person who is/was in the permanent whole-time and bonafide employment of the EXIM Bank but excludes any person recruited directly outside India and any person employed for a specific assignment and/or for a limited period on contract basis and a personal or domestic servant and such other person to whom the EXIM Bank Service Regulations in force from time to time are not applicable.

(iii) Gratuity Fund' means the Export-Import Bank of India Gratuity Fund established by the EXIM Bank under and in terms of the Trust Deed dated 23rd July 1985 of which these Rules are a part as per Schedule thereto and govern the payment of gratuity to the Employees of the EXIM Bank.

(iv) 'Salary' means the basic pay.

(v) 'Trust' means an irrevocable trust created by the EXIM Bank under the said Trust Deed for payment of gratuity to the Employees of the EXIM Bank.

(vi) 'Trustees' shall mean the trustees for the time being and from time to time appointed by the EXIM Bank in its discretion to act as trustees of the Gratuity Fund and the survivor or survivors of them.

3. ESTABLISHMENT OF GRATUITY FUND

Gratuity Fund is established by the EXIM Bank for the sole purpose of providing funds to make payment of gratuity to the Employees of the EXIM Bank in accordance with these Rules. The Gratuity Fund shall be located in India and all payments made under the Rules shall be made only in India and in Indian Rupees. The Gratuity Fund shall be deemed to have been established from the first day of January, 1982.

4. MEMBERSHIP

Every Employee shall and a Director of the EXIM Bank holding not more than 5 per cent of the total voting power may, if he is a whole time bonafide Employee of the EXIM Bank and is otherwise qualified under these Rules, be given benefits of the gratuity in accordance with these Rules, as amended from time to time by the Trustees.

India Code

5. MANAGEMENT

(a) The Gratuity Fund and the investments and moneys forming part thereof shall be vested in and administered by the Trustees (who shall not be less than three nor more than five in number) appointed by the EXIM Bank for the purpose of these Rules as for the time being and from time to time in force. The management and administration of the Gratuity Fund shall be exclusively conducted by the Trustees whose decisions upon any question relating to the Gratuity Fund or interpretation, addition, deletion or modification of these Rules or the benefits hereunder or the person entitled to such benefits shall, subject to Rule 33(a), be final and binding on all Employees of the EXIM Bank and also on their nominees, heirs and legal representatives.

(b) The Trustees of the Gratuity Fund shall be Employees of EXIM Bank resident in India and any Trustee who may leave India permanently or on posting abroad shall be deemed to have vacated his office.

(c) The power of appointing a new or additional Trustee or Trustees shall be vested in the EXIM Bank. The EXIM Bank shall also have the power of removal of any Trustee. The EXIM 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 Bombay. In case of such temporary appointment it shall not be necessary to effect any transfer of the Trust property.

(d) The Trustees shall be vested with all powers, authorities and discretions necessary or expedient for the purpose of the management and administration of the Gratuity Fund in addition to any express powers conferred by these Rules.

(e) The Trustees who are for the time being residing in Bombay not being less than three shall be competent to execute or exercise all the trusts, powers and discretions vested by the Rules in the Trustees generally.

6. CONTRIBUTION TO THE GRATUITY FUND

The Gratuity Fund shall consist of contributions by the EXIM Bank, contributions received in respect of certain employees from their former employers, interest and income accruing on the investment of moneys constituting the Gratuity Fund, and shall include any capital gains arising from transfer of any assets of the Gratuity Fund.

IndiaCode

7. CONTRIBUTION BY THE BANK

(1) The EXIM Bank shall contribute and pay to the Gratuity Fund by the end of each of its financial years or not later than two months thereafter 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 employee during that year or the actuarial valuation of such contribution, whichever is less, notwithstanding the qualifications imposed under Rule No. 12 as to the entitlement of the gratuity

(2) In respect of the liability of the EXIM Bank for payment of gratuity upto the period ended 31st March 1989 as actuarially determined in accordance with these Rules, the EXIM Bank shall contribute, pay and credit to the Gratuity Fund, the entire amount of such liability in cash in not more than two instalments before 30th September 1989.

(3) The EXIM Bank shall also transfer to the Gratuity Fund all amounts of gratuity received by the EXIM Bank from the former employers of such Employees of EXIM Bank, as

are referred to in Rule 12(3) below and the EXIM Bank shall likewise pay to the Gratuity Fund, interest accrued on the said amounts of gratuity from the respective dates of receipt of such amounts upto the date of their transfer to the Gratuity Fund at the same rate(s) at which interest is paid or payable by Export-Import Bank of India Provident Fund Trust to its members on their respective outstanding balance during the relevant period.

8. EXPENSES

All the necessary expenses of management and administration of the Gratuity Fund and all other costs, charges and expenses to which the EXIM Bank or the Trustees shall be put in connection with the Gratuity Fund for any reason whatsoever, shall be charged to the EXIM Bank before the annual accounts of the Gratuity Fund are made up.

9. DECLARATION BY THE EMPLOYEE

IndiaCode

Every Employee who shall be 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 for the purpose sign a declaration in Form No. 1 annexed to these Rules.

Provided, however, that the Rules of the Gratuity Fund for the time being in force shall be deemed to be binding on every Employee of the EXIM Bank whether he has signed the declaration or not and also on nominees, heirs, executors and legal representatives of a deceased Employee.

10. ACCOUNTS AND AUDIT

The Trustees shall cause to be kept at the Head Office of the EXIM Bank at Bombay all necessary books of accounts showing the amount of the moneys coming to their hands and payments/investments made by them. The accounts of the Gratuity Fund shall be made up yearly upto the 31st December in each and every year, and shall be audited annually and such abstracts as may be considered necessary by the EXIM Bank may be made available to the Employees for inspection at the Head Office of the EXIM Bank.

11. EMPLOYEES' CLAIM

No Employee of the EXIM Bank nor any person or persons claiming through or under him shall be entitled to claim payment of any money out of the Gratuity Fund except as is, by these Rules as amended from time to time expressly provided nor shall any Employee have any lien or charge on the Gratuity Fund.

12. ELIGIBILITY AND PAYMENT OF GRATUITY

(1) Each Employee whose service with the EXIM Bank ceases for any one of the reasons set out below may be paid gratuity at the rate mentioned against each case.

Sr. No	Reasons for cessation of service	Rate of gratuity and qualifying period of service
(i)	On the death of an employee while in the service of the EXIM Bank or his becoming physically or mentally disabled to continue further in the service of the EXIM Bank as certified by a medical consultant approved by the EXIM Bank or on his retirement at the age specified in the EXIM Bank's Service Regulations as may be applicable in his case or on termination of his service by the EXIM Bank after five years of continuous service.	Irrespective of the length of service, gratuity shall be payable at the rate of one month's salary for each completed year of service, subject to a maximum of 15 months' salary.
(ii)	On termination, at the instance of an Employee after ten years continuous service in the EXIM Bank.	Gratuity at the rate of one month's salary for each completed year of service subject to a maximum of 15 months' salary.

(2) On the appointment of an Employee of the EXIM Bank by the Government of India to the post of Chairman and/or Managing Director of the EXIM Bank, gratuity shall be payable at the same rate as in sub-clause (ii) above for the period of such service with the EXIM Bank immediately prior to his appointment as such Chairman and/or Managing Director and the payment of such gratuity for the said period prior to his appointment as such Chairman and/or Managing Director may be made in accordance with Rule 23, after his appointment as such Chairman and/or Managing Director.

(3) In the case of such of the Employees of the EXIM Bank whose service with their respective former employers immediately preceding the service in the EXIM Bank has been agreed to be reckoned for the purpose of continuity in service, the period of service of such Employees with their respective former employers shall also be taken into account for the purpose of computing the period of continuous service in the EXIM Bank stipulated above.

(4) In respect of an Employee to whom the payment of Gratuity Act, 1972 for the time being in force is applicable, such Employee shall be paid gratuity in accordance with the provisions of the said Act (including the provision relating to the minimum period of continuous service as laid down therein) or in accordance with these Rules, whichever is more favourable to such Employee.

(5) Where an Employee has completed a continuous service of more than 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 amount of gratuity provided hereinabove shall stand increased.

(6) In the event of termination of the service of any Employee by way of dismissal on account of fraud or misconduct, there may be deducted from the gratuity amount payable to such Employee, if so required by the EXIM Bank, the amount of financial loss caused to the EXIM Bank by the fraud or mis-conduct as the case may be on the part of such Employee. Where residential accommodation has been allotted or provided by the EXIM Bank to an Employee, no gratuity may be payable to such Employee or to any person claiming through or under him, unless the Employee or, as the case may be, the person claiming through or under him has delivered or arranges to deliver vacant possession of the residential accommodation, and has paid to the EXIM Bank arrears of rent

and other charges, claims and damages (if any) for breakage or loss of fittings and fixtures.

(7) The Trustees shall make payment of the gratuity to the Employees without deduction of Income-Tax, if any, payable on the amount of such gratuity, the intention being that any Income-tax, if payable on the amount of such gratuity shall be borne and paid by the EXIM Bank without the same being recovered from the Employees. The Trustees, however, shall ensure that the amount of income-tax, if any, payable in respect of the amount of the gratuity will be computed in accordance with the provisions of Section 192 read with Section 195A of the Income-tax Act 1961 and paid by the EXIM Bank to the credit of the Central Government.

(8) In every case of an Employee ceasing to be employed by the EXIM Bank and being entitled to a gratuity under these Rules the EXIM 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 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. All gratuity benefits payable under these Rules shall be paid in India and in Indian rupees only.

(9) In the case of an Employee ceasing - for any reason mentioned in sub-Rule (1) of this Rule to be in the service of the EXIM Bank while working in any overseas branch/office of the EXIM Bank, the gratuity if payable under these Rules shall be payable in India and in Indian Rupees at a rate in the salary scale applicable to such Employee if he would have been working in India.

MoneyCode

EXPLANATION

(i) The expression 'completed year of service' shall mean continuous service for one year. Fraction of a year equal to or exceeding six months immediately prior to cessation of service shall also be regarded as a completed year of service.

(ii) The expression 'continuous service' shall mean uninterrupted service and shall include the period of leave, probation, training as also the period of former service in the case of those Employees

referred to in Rule 12(3) which has been agreed to be reckoned for the purpose of continuity of service, and any period of temporary assignment/deputation during service of an Employee in India but does not include the period during which the Employee is absent from duty without permission or overstays his leave, unless specifically permitted by the EXIM Bank.

(iii) The expression 'salary' shall mean the full basic pay last drawn by or payable to the Employee prior to his death, disability, retirement or termination of service, as the case may be. Provided that in the case of those Employees to whom gratuity is being paid under the Payment of Gratuity Act, 1972, the expression 'salary' shall be deemed to refer to and be substituted by the word 'wages' and shall have the same meaning as is assigned to it under the said Act.

13. NOMINATION

(1) The Trustees shall allow every Employee to make a nomination conferring on one or more persons the right to receive the amount of gratuity in the event of his death. Such a nomination shall be in Form 2 annexed hereto.

IndiaCode

(2) If an Employee nominates more than one person under sub-Rule (1) he shall, in his nomination, specify the amount of share payable to each of the nominees in such manner as to cover the whole of the amount of gratuity that may be payable in the event of his death.

14. 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 Employee must at the time of such nomination as aforesaid state the age of the minor nominee in the nomination form and further appoint a major person who is capable 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 the nominee shall be a minor or under disability and the receipt of such major person 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 and the EXIM Bank.

15. FRESH NOMINATION IN CASE OF THE DEATH OF NOMINEE

In the event of death, during the service of an Employee, of any person who shall have been nominated/appointed as aforesaid, the Employee shall forthwith nominate or appoint another person in place of such deceased nominee or appointee.

16. 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 either in Form No. 2 or 3 whichever is applicable and in order to be effective must be submitted either in person Or through registered post acknowledgement due to the Head office of the Exim Bank in Bombay. Every such nomination or appointment shall remain in full force and effect until the death of the nominee or appointee as aforesaid or until the same shall be revoked in writing by the employee by whom the same was made and a fresh nomination or appointment be made and delivered in the manner aforesaid.

IndiaCode

17. PAYME NTS IN THE EVENT OF DEATH OF AN EM PLOYEE

(i) In the event of death of an Employee, the amount of gratuity due to him shall be paid to his nominee or to the person appointed to receive on behalf of a nominee, as the case may be, or in the absence of any nomination, to the heirs or legal representatives of such deceased Employee on production to the Trustees of either a succession certificate, probate or letters of administration or other evidence of legal representation issued by a court of competent jurisdiction provided that the Trustees may in their absolute discretion dispense with the production of a succession certificate, probate or letters of administration or other evidence of legal representation issued by a competent court or authority, on production of such other evidence as the Trustees may require and upon such terms as to indemnity or otherwise as they may think fit.

(ii) The Trustees may, where necessary, also require production of a certificate from the Controller of Estate Duty to the effect that estate duty has been paid or will be paid or that none is due, as the case may be, before making any payments to the person entitled thereto provided that pending production of such certificate, the Trustees may in their absolute discretion, make an interim payment of upto seventy-five percent of

the gratuity so payable to the person entitled, against an indemnity provided also that the Trustees may, in their discretion waive production of such certificate in any suitable case.

18. INDEMNITIES TO THE TRUSTEES

(1) In addition to all indemnities conferred on Trustees by law, a Trustee shall not be liable for any act of default of any other Trustee or of any other person or for any loss to the Gratuity Fund from any cause whatsoever not attributable to his own dishonesty or wilful default and every Trustee shall be indemnified out of the Gratuity Fund against all liability of any kind and for any reason whatsoever in connection with the Gratuity Fund not arising from his own dishonesty or wilful default.

(2) The Trustees for the time being of the Gratuity Fund shall be respectively chargeable only for such Trust Funds or the income thereof including money, stock funds, shares, securities or property as they shall respectively actually receive notwithstanding their signing any receipt for the sake of conformity, and shall be answerable and accountable only for their own respective acts, receipts, neglects or defaults and not for those of the other or others of them nor of any banker, broker, auctioneer or agent or any other person with whom or into whose hands any Trust funds or Trust income may be deposited nor for the insufficiency of any stock funds, shares or securities nor for any other loss unless the same shall have been caused through their own wilful default or dishonesty respectively.

19. MONEYS LAPSED TO THE FUND

No moneys belonging to the Gratuity Fund which become lapsed to the Gratuity Fund for any reason whatsoever shall be returned to the EXIM Bank.

20. RESERVE ACCOUNT

All amounts which may accrue to the Gratuity Fund as provided in Rule 19, 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 may be transferred to a reserve account to be utilised by the Trustees in their sole discretion for the benefit of

retired Employees or of dependents of any deceased Employee or of any such person collectively or for adjusting depreciation in investments, or for payment of expenses incurred in connection with the maintenance of the Gratuity Fund or for any other purpose of the Gratuity Fund.

21. BORROWING AND ASSIGNMENT

An Employee shall under no circumstances obtain an advance out of the amount of gratuity to which he may be entitled under these Rules, nor shall he be entitled to transfer or assign whether by way of security or otherwise howsoever his share of interest therein or in any part thereof. Any such transfer or assignment shall be invalid and the Trustees shall not recognise or be bound by notice to them of any 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.

IndiaCode

22. EXIM BANK NOT TO HAVE INTEREST IN FUND MONEYS

No moneys belonging to the Gratuity Fund shall be recoverable by the EXIM Bank under any circumstances nor shall the EXIM Bank have any lien or charge on the said Gratuity Fund.

23. PAYMENTS WHEN TO BE MADE

(i) Payments of gratuity amount due under these Rules shall whenever reasonably possible, be made within two months from the date of receipt of application from an Employee or from his nominee(s), or heir(s) or legal representative(s), as the case may be.

(ii) In the case of those Employees to whom gratuity is to be paid under the provisions of Payment of Gratuity Act, 1972, such period shall be one month from the date of receipt of the application or within such other longer period as may be prescribed under the Act.

24. ALL LOSSES UPON GRATUI TY FUND

Any loss in or diminution in value of the investments 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 thereof nor shall the Trustees be bound at the request of a member or otherwise to take any proceedings against EXIM Bank.

25. POWER TO CLOSE THE GRATUITY FUND

(1) When the Gratuity Fund is required to be closed due to the EXIM Bank being dissolved, the Trustees shall, with the prior approval of and subject to such conditions as may be imposed by the Commissioner of Income-Tax, make arrangements for the winding up of the Gratuity Fund and for selling/releasing investments/assets 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 and after meeting the liabilities in respect of the outstanding claims, if any, pertaining to the Employees who have ceased to be in the service of the EXIM Bank prior to the date of dissolution of the EXIM Bank, be divided amongst the Employees by payment to each Employee of such sum as shall bear the same proportion to the whole amount of such moneys as the sum which each Employee is entitled at the time of division shall bear to the aggregate of all such sums standing to the credit of the Gratuity Fund at the time of division, such entitlement, being computed on the basis of Rule 12(l)(i) hereof as if his employment had been terminated by the Exim Bank on the date of receipt of the notice or order of dissolution.

(2) No amalgamation of the Gratuity Fund 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, Bombay.

26. 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 Gratuity Fund shall nevertheless remain liable to tax on gratuity paid to any Employee.

27. ALTERATION IN RULES

With the previous approval of the Commissioner of Income-tax, Bombay, and so far as the rights and liabilities of the EXIM Bank are affected, with the EXIM Bank's previous consent, the Trustees shall have power from time to time to make such additions, deletions, alterations or substitutions in these Rules as they may think fit in regard to the actual 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 to the working and management thereof. Every such addition, deletion, alteration or substitution shall be binding upon the Employee with effect from such date as the Trustees may determine with the approval of the EXIM Bank and the Commissioner of Income-tax.

28. INVESTMENT OF FUND MONEY

All moneys belonging to the Gratuity Fund including moneys contributed or received or accruing by way of interest or otherwise shall be deposited/utilized by the Trustees for the purposes of and in the manner envisaged in Rule 101 of the Income-tax Rules, 1962.

IndiaCode

29. INVESTMENTS TO BE IN THE NAME OF FUND OR TRUSTEES

All investments and banking accounts of the Gratuity Fund may be kept by the Trustees in the name of the Gratuity Fund or in the name of the Trustees or in the name of the Trust's bankers and shall be under the control of any two of the Trustees with power to them jointly to operate the banking account and sell, transfer, verify and to transpose such investment.

30. INTEREST ON INVESTMENTS

All income derived from investments including interest accrued on any bank account shall be deemed to be moneys received by the Trustees within the meaning of these Rules and shall be invested accordingly.

31. MONEYS WHICH CAN BE KEPT UNINVESTED

Out of the moneys received in the Gratuity Fund the Trustees, from time to time may keep uninvested such sum or sums as may from time to time be required for making any payment to members, in any account or accounts to be maintained with a scheduled 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 have been invested.

32. PAYMENTS OUT 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 in their bank account or accounts or to realise the investments or both.

IndiaCode

33. MISCELLANEOUS

(a) Without prejudice to the powers in that behalf conferred by Rule 5(a), all decisions of the Trustees involving an interpretation of the provisions of the Income-tax Act, 1961 and the Rules made thereunder shall be communicated to the concerned Commissioner of Income-tax and be conclusive and binding on all the Employees.

(b) 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 required by the Commissioner of Income-tax delete the repugnant Rule.

FORM NO. 1 (SEE RULE 9)

To

The Trustees

Export-Import Bank of India Gratuity Fund

Dear Sirs,

I hereby declare that I have read the Rules of the Export-Import Bank of India Gratuity Fund and 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.

IndiaCode

Dated this..... day of..... 19.....

Name in full Date of Birth
Nature of appointment Signature

Witness

l)

2)

NOMINATION FORM

FORM NO. 2 (SEE RULE 13(1))

The Export-Import Bank of India Gratuity Fund

1. Name of Employee ....., ... Surname .....
2. Sex .....
3. Religion .....
4. Father's Name .....
5. Husband's Name .....(for married women only)
6. Marital Status .....(whether unmarried, married, widow or widower)
7. Dale of Birth: Day .....Month ..... Year .....
8. Permanent Address: Village: .....Thana .....
   Taluk/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 that 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 & Address of Nominee or Nominees	Nominees Relationship with the Employee	Age of Nominee	Amount of Share of Gratuity to be paid to each Nominee
1	2	3	4

IndiaCode

*1. Certified that I have no family and should I acquire a 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 .....day of ..... 19 ..... at.....

.....

Signature of Employee

Two witnesses to signature

1.

2.

Certified that the above declaration has been signed by Shri/Shrimati.....before me after *he/she has read the entries

*the entries have been read over to him/her by me,

Date.....

.....

Signature of the trustee or any person authorised by the trustees In this behalf

*Delete the Inapplicable words

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

FORM NO. 3
(SEE RULE 13(5))

Form for Modifying Nomination

Export-Import Bank of India 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 that amount becomes payable or, having become payable, has not been paid, and direct that the said amount shall be distributed among the said persons In the manner shown against their names:

Name & Address of Nominee or Nominees	Nominees Relationship with the Employee	Age of Nominee	Amount of Share of Gratuity to be paid to each Nominee
1	2	3	4

IndiaCode

*1. Certified that I have no family and should I acquire a 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 .....day of .....19.....at.....

Two witnesses to signature

1.

2.

.....

Signature of Employee

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

Date.....

.....

Signature of the trustee or any person authorised by the trustees In this behalf

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