

SCHEDULE – I

(1) These Rules may be called "**Baroda U. P. Bank (Employees') Provident Fund Rules, 2020**".

2. Definitions.- (1) In these Rules, unless the context otherwise requires,-

- (a) "**Act**" means the Regional Rural Banks Act, 1976 (21 of 1976);
- (b) "**Bank**" means Baroda U. P. Bank established under sub-section (1) of section 3 of the Act;
- (c) "**Beneficiary**" means the person who is entitled to receive the amount in the credit of the eligible employee accounts under Rule 11 of these Rules.
- (d) "**Board**" means the Board of Directors of the Bank;
- (e) "**effective date**" means 24th December 2020 (date on which this is approved by the Board)
- (f) "**employee**" means any person employed in the service of the Bank, whether as a workman on full time work on permanent basis or on part-time work on permanent basis on scale of wages or as an officer and who opts and is governed by these rules, but does not include a person employed either on contract basis or daily wage basis on consolidate wages;
- (g) "**eligible employee**" means any employee who was in the service of the Bank on or after the 1st day of September, 1987 but joined on or before 31 March 2010 and who continue to be in the service of the Bank on or after 12-12-2018 and who exercised an option as per clause (b) of Sub-Regulation (1) of Regulation 3 of Pension Regulations



and caused Employees Provident Fund Organisation to transfer the entire contribution of the Bank along with the interest accrued thereon to the credit of the Fund constituted under regulation 4 of Pension Regulations to the Bank.

- (h) **“financial year”** means a year commencing on the 1st day of April;
- (i) **“Fund”** means the “Baroda U. P. Bank (Employees’) Provident Fund” constituted under Rule 4;
- (j) **“pay”** means the pay as defined under clause (t) of sub-regulation (1) of Regulation 2 of Pension Regulations.
- (k) **“Pension Regulations”** means Baroda U. P. Bank (Employees’) Pension Regulations.
- (l) **“retirement”** means retirement as defined under clause (x) of sub-regulation (1) of Regulation 2 of Pension Regulations.
- (m) **“Service Regulations”** means the Baroda U. P. Bank (Officers and Employees) Service Regulations, 2020;
- (n) **“trust”** means the trust of Baroda U. P. Bank (Employees’) Provident Fund constituted under sub- rule (1) of Rule 4;
- (o) **“trustee”** means the trustees of the Baroda U. P. Bank (Employees’) Provident Fund constituted under Rule 4;
- (p) **“Provident Fund”** means the provident fund of the Bank constituted under Rule 4 of Rules.
- (2) All other words and expressions used in these Rules but not defined, and defined in the Act or the Baroda U. P. Bank (Officers and Employees’) Service Regulations, 2020 or Baroda U. P. Bank (Employees’) Pension



Regulations shall have the same meanings respectively assigned to them in the Act, or as the case may be, the Baroda U. P. Bank(Officers and Employees) Service Regulations, 2020 or, as the case may be, Baroda U. P. Bank (Employees') Pension Regulations.

3. These Rules shall apply to all eligible employees.

4. Constitution of Fund

(1) The bank shall constitute a Fund to be called Baroda U. P. Bank (Employees') Provident Fund under an irrevocable Trust to be administered by the trustees in accordance with these Rules and Trust Rules framed by the Board.

(2) The Fund shall have for its sole purpose refund of the employee contribution of provident fund to the eligible employee or his beneficiary.

5. Subscription to the Fund

(1) Subscription to the Fund shall be compulsory for all the eligible employees of the Bank.

(2)(a) "Compulsory Subscription"

Each eligible employee shall subscribe to the Fund a monthly sum of 10% of pay.

(b) "Voluntary Subscription":

An eligible employee may at his option, voluntarily subscribe to the Fund (hereinafter referred to as 'Voluntary Subscription') a sum inclusive of the compulsory subscription any amount up to 100% of the salary payable to him for the month. However, Income-tax rebate on such contribution will be subject to Section 88- of the Income-tax Act, 1961.



(3) An eligible employee desirous of making a "Voluntary Subscription" shall inform the Bank in writing, quantum of such Voluntary Subscription, that he desires to make, and shall authorize the Bank to make the necessary deductions from his salary

PROVIDED ALWAYS that such authority to the Bank shall not be cancelled or varied in amount for a period of six months from the date of such authority.

(4) The Bank shall be entitled to deduct each month out of the salary payable by the Bank to a Member:-

(a) The amount of Compulsory Subscription as mentioned in clause (a) of sub-regulation above;

and

(b) Voluntary Subscription, if any as authorized by a member.

(5) The total amount so deducted by the Bank shall be credited to "Trustees' Account" referred to in Rule 6(2) of this Rules and if the amount of subscription of any eligible employee to the Fund shall not have been deducted by the Bank as aforesaid at the end of any month, such eligible employee shall forthwith pay the amount of the subscription to the "Trustees' Account" referred to in Rules 5(2).

(6) The sum subscribed from time to time by each eligible employee (hereinafter referred to as the "eligible employee's Contribution", comprising of the aforesaid Compulsory Contribution as well as Voluntary Contribution, if any, which expression shall include all interest accrued on the same) shall be credited in a special ledger kept by the Trustees at the Head Office of the Bank at Gorakhpur.



6. Composition of the Fund.-

(1) The Fund shall consist of the following, namely: -

(a) the amounts transferred by the Bank under clause (b) of sub-regulation (1) of Regulation 5 of Pension Regulations and

(b) eligible employee's Contribution comprising of the aforesaid Compulsory Contribution as well as Voluntary Contribution, if any, and interest accrued on the same.

(2) All monies transferred or contributed to the Fund (whether by the Bank or received or accruing by way of interest or otherwise to the Fund) shall either:-

(a) be deposited in the account opened with a Scheduled Commercial Bank and styled THE TRUSTEES OF BARODA U. P. BANK EMPLOYEES' PROVIDENT FUND TRUST

Or

(b) be invested in the name of BARODA U. P. BANK EMPLOYEES' PROVIDENT FUND in Securities as mentioned in Rule 67 of the Income-Tax Rules, 1962, as amended from time to time, and such Securities be deposited with the Bank for safe Custody in the name of the Fund. All accounts of the Fund shall be operated upon or otherwise be dealt with by any TWO Trustees.

(3) The account of each eligible employee shall be credited with interest every half-year at such rate as the Trustees might fix from time to time having regard to the interest



earned on investment from the Fund and the Market value of investments and the redemption period of investments and on the monies deposited with the Bank. The member shall not be entitled to interest on the amount to credit of his provident fund account on expiry of three months following cessation of service, Provided, the Trustees, however, in their absolute discretion may pay the interest in Member's individual account till the date of payment. Provided further that in case, the member dies in harness, the interest on the amount of PF will be paid to the persons entitled till the date of settlement.

7. Board of trustees.-

- (1) The general superintendence, direction and management of the affairs and business of the Fund shall vest in the Board of Trustees, which shall exercise all powers and do all acts and things which may be necessary for the payment of Provident Fund under these Rules.
- (2) The Board of Trustees shall consist of such number of persons not less than three and not more than five, as may be determined by the Board, to be appointed by the Bank.
- (3) The power to appoint the Trustees shall be vested with the Bank and all such appointments shall be made in writing.
- (4) The Bank shall nominate one of the Trustees to be the Chairman of the Board of Trustees.
- (5) The term of appointment of Trustee shall be for a period of three years and the Bank may reappoint a Trustee who has already completed his term:



Provided that no trustee shall be appointed for more than two terms.

8. Trustees to carry out directions of the Board.-

In the discharge of its powers and functions under Rule 6, the Board of Trustees shall be guided by such directions as may be given by the Board to it, from time to time:

Provided that all such direction shall be given in writing and shall specify the purpose or objective thereof.

9. Books of accounts of the Fund.-

- (1) The accounts of the Fund shall contain the particulars of all financial transactions relating to the Fund in such form as may be specified by the Bank.
- (2) Within sixty days from the date of furnishing of the balance sheet of the Bank, the trust shall prepare a financial statement of the Trust indicating there in the general account of assets and liabilities of the Trust and forward a copy of the same to the Bank.
- (3) The accounts of the Fund shall be audited in accordance with the provisions of section 19 of the Act.

10. Payment out of the Fund.-

The trust shall, be administered for refund of the Employee Contribution of Provident Fund in accordance with these Rules to the employees.



11. Nomination:

(1) An eligible employee may be allowed by the trustees of the provident fund to make a nomination conferring on one or more persons the right to receive the amount that may stand to his credit in the provident fund in the event of his death, before that amount becomes payable or, having become payable, has not been paid. Such a nomination shall be made in Form No. ____ or in a form as near thereto as may be necessary.

(2) If an eligible employee nominates more than one person under sub-rule (1), he shall, in his nomination, specify the amount or share payable to each of the nominees in such manner as to cover the whole of the amount that may stand to his credit in the provident fund.

(3) Where an eligible employee has a family at the time of making a nomination, the nomination shall be in favour of one or more persons belonging to his family. Any nomination made by an eligible employee in favour of a person not belonging to his family shall be invalid.

(4) If at the time of making a nomination the eligible employee has no family, the nomination may be in favour of any person or persons, but if the eligible employee subsequently acquires a family, such nomination shall forthwith be deemed to be invalid and the eligible employee may be allowed to make a fresh nomination in favour of one or more persons belonging to his family.

(5) A nomination made by an eligible employee may, at any time, be modified by him after giving a written notice to the trustees of his intention of doing so in Form No. ____ or in a



form as near thereto as may be. If the nominee predeceases the eligible employee, the interest of the nominee shall revert to the eligible employee, who may thereupon make a fresh nomination in respect of such interest.

(6) A nomination or its modification shall take effect to the extent that it is valid on the date on which it is received by the trustees.

Explanation: For the purposes of this Rule, "family" means the eligible employee's spouse, legitimate children, step-children, deceased son's widow, deceased son's legitimate children, deceased son's step-children and dependent parents

(7) The nomination made as aforesaid shall be and remain in full force and effect until the nominee's death or until his nomination or appointment has been revoked as herein mentioned.

(8) If the nominee is a minor the eligible employee shall, at the time of nomination state the age of the nominee and shall also appoint a person of full age to whom the amount standing to the eligible employee's credit is to be paid on behalf of the minor nominee, in the event of the eligible employee dying before the minor nominee attains the age of majority. If any person so appointed predeceases the eligible employee before the minor nominee attains his majority, the eligible employee shall forthwith appoint another person of full age to receive the amount on behalf of the minor nominee and from time to time forthwith make a fresh appointment when this is necessitated by the death of the person appointed to receive payment on behalf of the nominee.



(9) In the event of the death of the nominee prior to death of the eligible employee and no other person having in the interval been nominated by the eligible employee, the amount standing to the credit of the eligible employee shall be paid without deduction to his executors or administrators, or at the absolute discretion of the Trustees. The amount or any part or parts thereof may be paid to the widow, child or children of his/her or their guardian or custodian or other near relative or relatives of a deceased eligible employee or any other person or persons appearing to them to be proper parties to receive the amount without any representation to the estate of such deceased eligible employee or any Succession Certificate being obtained and in such proportion as the Trustees may think fit irrespective of the period for which the eligible employee may have served and such payment shall be a good discharge of the Trustees against all claims whatsoever in respect of the said Fund by any one whomsoever claiming through the said deceased eligible employee or otherwise.

(10) On the death of an eligible employee who shall have made a nomination in accordance with sub-rule (1), the full amount payable to him according to these rules shall be paid to eligible employee's nominee irrespective of the period for which the eligible employee may have served and such payment shall be a good discharge to the Trustees against all claims, whatsoever, in respect of the said Fund by any one whomsoever claiming through the said eligible employee or otherwise

(11) Except as is expressly provided by these Rules, no eligible employee or any person or persons claiming under or through him shall be entitled to claim any payment of money



which may be standing to his credit in the books of the Fund.

(12) Save as herein provided with regard to nomination , no member shall be entitled in any way to deal with or transfer by way of security or otherwise his interest or any part thereof in the Fund and any such transaction or transfer shall be invalid, and the Trustees shall not recognize or be bound by any notice to them of any such transaction or transfer and all monies standing in the books of the Fund to the credit of the eligible employee, so purporting to deal with or transfer his interest therein, as aforesaid shall forthwith be transferred as from the date of such transaction or transfer to the Lapsed Fund and be dealt with accordingly. Further, if any prohibitory order or attachment or process of a Civil Court be served upon the Trustees by which any monies standing to the credit of the eligible employee shall be attached or ordered to be paid into a Civil Court or ordered to be withheld from such eligible employee and such attachment or order is not raised to be rescinded by the Court or should such eligible employee be adjudged an insolvent or files his Petition in insolvency or make any composition or arrangement with his creditors, such monies shall forthwith be transferred to the Lapsed Fund and be dealt with accordingly, provided always that the Trustees (without being under any legal obligation to do so) may in their absolute discretion if they think fit at any time or times hereafter give or apply such monies or any part thereof to or for the benefit of such eligible employee or his wife, children or relatives.

12. Circumstances in which withdrawals may be permitted.



(1) An eligible employee shall not be entitled to withdraw any sum from the amount standing to his credit but the Trustees may allow in their discretion a withdrawal on grounds and under circumstances and within the limits and subject to all the conditions pertaining to repayment of loan.

(2) Withdrawals by eligible employees may be allowed by the trustees of the provident fund in the following circumstances:—

(a) to pay expenses incurred in connection with the illness of the eligible employee or a member of his family;

(aa) meeting the cost of higher education, including, where necessary, the travelling expenses of any child of the eligible employee actually dependent on him in the following cases, namely :—

(i) education outside India for academic, technical, professional or vocational courses beyond the [matriculation] stage, and

(ii) any medical, engineering or other technical or specialised course in India beyond the matriculation stage;

(b) to pay for the cost of passage to a place out of India of an eligible employee or any member of his family;

(c) to pay expenses in connection with marriages, funerals or ceremonies, which by the religion of the eligible employee it is incumbent upon him to perform;

(d) to meet the expenditure on building a house, or purchasing a site or a house or a house and a site



and, in the case of an eligible employee whose pay does not exceed rupees five thousand per month also on additions, substantial alterations or improvements necessary to a house:

Provided that the eligible employee furnishes an undertaking to the trustees not to encumber or alienate such house or site or such house and site or house and site, as the case may be:

- (dd) for repayment of loan previously raised for the purpose of construction or purchase of a house;
- (e) to pay premia on policies of insurance on the life of the eligible employee or of his wife provided that the policy is assigned to the trustees of the Fund or at their discretion deposited with them and that the receipts granted by the insurance company for the premia are from time to time handed over to the trustees;
- (f) to meet the cost of legal proceedings instituted by the eligible employee for vindicating his position in regard to any allegations made against him in respect of any act done or purporting to be done by him in the discharge of his official duty or to meet the cost of his defence when he is prosecuted by the employer in any court of law in respect of any official misconduct on his part:

Provided that the advance under this clause shall not be admissible to an eligible employee who institutes legal proceedings in any court of law either in respect



of any matter unconnected with his official duty or against the employer in respect of any condition of service or penalty imposed on him;

(g) to meet the expenses of the damage caused to the movable or immovable property of the eligible employee as a direct result of—

(i) flood, cyclone, earthquake or other convulsion of nature; or

(ii) riot;

(3) For the purposes of sub-rule (2), "family" means any of the following persons who are wholly dependent on the eligible employee, namely:

the eligible employee's wife, legitimate children, step-children, parents, sisters and minor brothers.

13. Conditions for withdrawal for various purposes.

(1) The withdrawal in connection with expenses on illness as specified in clause (a) of sub-rule (2) of Rule 12 or in connection with expenses on marriages as specified in clause (c) of sub-rule (2) of Rule 12, by an eligible employee shall not exceed six months' pay or the total of the accumulation of exempted contributions and exempted interest lying to the credit of the eligible employee, whichever is less.

(2) The withdrawal for the purpose specified in clause (d) [and clause (dd)] of sub-rule (2) of Rule 12, by any eligible employee shall be subject to the following conditions:—



- (i) the amount of withdrawal shall not exceed one-half of the amount standing to the eligible employee's credit or the actual cost of the house and/or of the site, whichever is less;
- [(ii) the eligible employee shall have completed ten years of service or is due to retire within the next ten years;
- (iii) the construction of the house should be commenced within six months of the withdrawal and should be completed within one year from the date of the commencement of the construction;
- (iv) if the withdrawal is made for the purchase of a house and/or a site for a house, the purchase should be made within six months of the withdrawal;
- (v) if the withdrawal is made for the repayment of loan previously raised for the purpose of construction or purchase of a house, the repayment of the loan should be made within three months of the withdrawal;
- (vi) where the withdrawal is for the construction of a house, it shall be permitted in two or more equal instalments (not exceeding four), a later instalment being permitted only after verification by the trustees about the actual utilisation of the earlier withdrawal;
- (vii) the withdrawal shall be permitted only if the house and/or site is free from encumbrances and no withdrawal shall be permitted for purchasing a share in a joint property or building or house or land whose ownership is divided;
- (viii) if the amount withdrawn exceeds the actual cost of the



purchase or construction of the house and/or site, or if the amount is not utilised for the purpose for which it is withdrawn, the excess or the whole amount, as the case may be, shall be refunded to the trustees forthwith in one lump sum together with interest from the month of such withdrawal at the rate stipulated by the Bank. The amount refunded shall be credited to the eligible employee's account in the provident fund.

(3) The withdrawal for the purpose specified in clause (f) of sub-rule (2) of Rule 12 shall not exceed three months' pay or Rs. 500, whichever is greater, but shall in no case exceed half the amount to the credit of the eligible employee.

(4) The withdrawal for any other purpose referred to in sub-rule (2) of Rule 12 shall not exceed three months' pay or the total of the accumulation of exempted contributions and exempted interest lying to the credit of the eligible employee, whichever is less.

14. Second withdrawal.

(1) Save as in sub-rule (2) and sub-rule (3), a second withdrawal shall not be permitted until the sum first withdrawn has been fully repaid.

[(2) A withdrawal may be permitted—

- (a) for any purpose specified in clause (d) or clause (e) of sub-rule (2) of Rule 12 notwithstanding that the sum withdrawn earlier for any purpose has not been repaid ;



(b) for any other purpose specified in sub-rule (2) of Rule 12 notwithstanding that any sum withdrawn earlier for any purpose specified in clause (d) or clause (e) of the said sub-rule (1) has not been repaid.

15. Repayment of amounts withdrawn.

(1) Except in cases covered under clause (viii) of sub-rule (2) of Rule 13, when a withdrawal is allowed for a purpose specified in clause (d) or (dd) or clause (e) of sub-rule (2) of Rule 12, the amount withdrawn need not be repaid. A second withdrawal may be permitted for the purpose specified in clause (d) or (dd) or clause (e) of Sub-rule (2) of Rule 12, the amount withdrawn need not be repaid.

(2) Where a withdrawal is allowed in connection with marriages as specified in clause (c) of sub-rule (2) of Rule 12, the amount withdrawn shall be repaid in not more than forty-eight equal monthly instalments.

(3) Where a withdrawal is allowed for any other purpose, the amount withdrawn shall be repaid in not more than twenty-four equal monthly instalments.

(4) The employer shall deduct the instalments aforesaid from the eligible employee's salary, and pay them to the trustees of the fund. These deductions shall commence from the second monthly payment of salary made after the withdrawal or, in the case of an eligible employee on leave without pay, from the second monthly payment of salary made after his return to duty. In case the eligible employee ceases to be in service for



any reason whatsoever, the entire amount would become immediately due and payable and accordingly the amount standing to the credit of his account shall stand forthwith debited to that extent and employer shall be liable only for the balance in the eligible employee's credit.

16. Any appreciation or depreciation in any investments of the Fund shall be for the benefit of and at the risk of the Member and at the closing of the Fund the cash in hand and the realization from the investment shall be divided rateably among the members in proportion to the respective amount standing to their credit.

17. The decision of the Trustees shall be final and binding upon members in all respects and upon all matters, questions and disputes relating to or connected with these Rules or with the Fund or the administration thereof or the rights and obligations of the members including all disputes or differences which may arise between any member or executor, administrators, nominee or representative and the Trustee as the meaning or effect of any rule or any matter relating to or arising out of the same.

