

# State Bank of India Employees Provident Fund Regulations, 2015

UNION OF INDIA

India

## State Bank of India Employees Provident Fund Regulations, 2015

### Rule

### STATE-BANK-OF-INDIA-EMPLOYEES-PROVIDENT-FUND-REGULATIONS of 2015

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State Bank of India Employees Provident Fund Regulations, 2015Published vide Notification No. CDO/PM/SM/16/SPL/1042, dated 20th August, 2015Last Updated 3rd June, 2019Ministry of Finance(Department of Financial Services)(State Bank of India)No. CDO/PM/SM/16/SPL/1042. - In exercise of the powers conferred by clause (o) of sub-section (2) of Section 50 of the State Bank of India Act, (23 of 1955), and in supersession of the State Bank of India Employees' Provident Fund Rules - 1955, except as respects things done or omitted to be done before such supersession, the Central Board of the State Bank of India, after consultation with the Reserve Bank of India and with the previous sanction of the Central Government, hereby make the following regulations for the establishment and maintenance of a provident fund for the benefit of the employees of the Bank, namely:-

### 1. Short title and commencement.

(1)These regulations may be called the State Bank of India Employees' Provident Fund Regulations, 2015.(2)Save as otherwise provided, these regulations shall come into force from the date of their publication in the Official Gazette.

### 2. Definitions.

(1)In these regulations, unless the context otherwise requires,-(a)"Act" means the State Bank of India Act, 1955 (23 of 1955);(b)"Bank" means the State Bank of India;(c)"Board of Trustees" means the Board of Trustees referred to in regulation 3;(d)"Form" means the Form appended to the

regulations;(e)"Fund" means the State Bank of India Employees' Provident Fund setup to provide every employee who is a Member with a sum of money, the amount of which will be ascertained according to these regulations;(f)"Member" means any person in the service of the Bank who has been admitted to the membership of the fund;(g)"Provident Fund" means the sum of money which will be ascertained according to these regulations on termination of the member's service with the Bank;(h)"Salary" means the substantive or basic pay plus personal and acting allowances, if any but does not include any other allowance, or any other bonus, commission or any other remuneration or profit:Provided that in respect of the period from the 1st January, 1962 to 31st July, 1966, salary shall mean -(A)in the case of employees other than those covered by, or paid on the same basis as in, the Award of the National Industrial Tribunal substantive or basic pay plus full personal and acting allowances, if any.(B)in the case of employees, other than subordinate staff, so covered by, or paid on the same basis as in, the Award of the National Industrial Tribunal, eighty per cent. of the awarded basic pay plus full personal and acting allowances, if any; and(C)in the case of the subordinate staff so covered by, or paid on the same basis as in, the Award of the National Tribunal, seventy five per cent. of the awarded basic pay:Provided further that from the 1st September, 1978, salary' or substantive salary' shall include other emoluments or such portion thereof of a member as may for the time being be permitted by the Bank to rank for superannuation benefits under the rules of service applicable to the member.(i)"Service" shall mean continuous service with the Bank and in the case of an employee who has been employed by the Bank with the benefit of continuity of service, as a consequence of the acquisition of the business of another bank under section 35 of the State Bank of India Act, 1955, or otherwise or as a consequence of the amalgamation of any bank with the Bank, under the Banking Companies Act, 1949, or otherwise his continuous service with the bank whose business is so acquired or which is so amalgamated shall be deemed to be service with the Bank.(2)All other words and expressions used in these regulations but not defined, and defined in the Act and the Provident Funds Act, 1925 shall have the same meanings respectively assigned to them in that Acts.

### **3. Board of trustees and its meeting.**

(1)The trustees of the Fund shall be the Directors of the Bank together with four members of the Fund nominated by the Directors for the time being and at every meeting of such trustees, the Chairman of the Bank shall be the Chairman of the meeting and in his absence one of the Directors shall be elected as the Chairman of the meeting.(2)The four members referred to in sub-regulation (1) shall each and all of them be employees of the Bank serving under different local head offices.

### **4. Quorum for the meeting.**

(1)The presence of at least five trustees of whom two shall be executive officers of the Bank shall be necessary to form a board for the transaction of business.(2)Each trustee shall have one vote and in all cases of an equal division, the Chairman shall have a casting vote.

## **5. Committees of the Fund.**

(1)The trustees may appoint any one from their number, who shall be an executive officer of the Bank, to carry on the ordinary business of the Fund including the exercise on behalf of the trustees of every power and discretion vested in the trustees under the regulations 12 to 20 and regulation 31.(2)The trustees may also appoint a committee from their number of whom at least one shall be an executive officer of the Bank, to carry on other ordinary business of the Fund including the sanctioning of payments to members.(3)Three trustees shall form a quorum of the committee.

## **6. Accounts of the Fund.**

- The accounts of the Fund shall be made up yearly as at 31st March and an audited statement of affairs as at that date shall be submitted to a meeting of the trustees to be held not later than 31st August in every year and a copy of such statement shall be forwarded annually to each member.

## **7. Eligibility.**

(1)Save as provided in sub-regulation (2), every permanent employee including a permanent part-time employee, who is required by the Bank to work for more than six hours a week in the service of the Bank, is entitled to contributory provident fund benefits under the terms and conditions of his service and shall become a member of the Fund from -(a)the date from which he is confirmed in the service of the Bank, or(b)the date from which he may be required to become a member of the Fund under the terms and conditions of his service.(2)Save as provided in regulation 35, employees of the Bank who are members of the Imperial Bank of India Employees' Provident Fund or who are engaged in any country outside India and appointed for service in such country, shall not be eligible for membership of the Fund.

## **8. Subscription.**

(1)Every member shall subscribe towards the Fund in each month a sum equivalent to ten per cent of his salary.(2)The subscriptions referred to in sub-regulation (1) shall be credited to the members' individual accounts in the books of the provident fund and a sum equal to that subscribed by members shall also be contributed by the Bank monthly and credited to each member's account.(3)The amount of a member's or the Bank's subscription in terms of sub-regulation (1) or sub-regulation (2), if it contains an element of paise, the same shall be rounded off to the next higher rupee.

## **9. A. Contribution in the event of Acquisition or Amalgamation.**

(1)In the event of the Bank acquiring the business of any other bank under section 35 of the State Bank of India Act, 1955, or in the event of amalgamation of any bank with the Bank under the Banking Companies Act, 1949, or otherwise and as a consequence of such acquisition or amalgamation, the Bank is employing employees of such other bank (hereinafter referred to as "the

said employees"), the trustees shall receive the amounts if transferred to them by the trustees of the Provident Fund maintained by the other bank and standing to the credit of the account of the said employees under the columns "employees' contributions", "interest on employees' contributions", "employer's contributions" and "interest on the employer's contributions" (or under columns to that effect) and credit the amounts so received under the respective columns of the accounts of the said employees opened or to be opened in the Fund: Provided that if in the other Bank, the Provident Fund does not consist of any component of employers' contribution, there shall be no obligation on the trustees or the Bank to credit any amount in the column "employer's contributions" of the account of the said employees opened or to be opened in the Fund. (2) The amounts so credited shall thereafter be dealt with in accordance with these regulations as if the same were contributions by the said employees and interest thereon and the Bank's contributions if any in respect of the said employees and interest thereon under these regulations and the said employees shall have no claim against the Bank or the trustees in respect of the amounts so credited, save and except in accordance with these regulations. [Provided that in respect of those employees who have opted, subject to their eligibility, for the provident fund benefits of the other bank, the Provident Fund Regulations of the other bank shall govern those employees and there shall be no obligation on the Bank to contribute and credit any sum to the said employees Provident fund account as contemplated in sub-regulation (2) of regulation 8 and the amount standing to the credit of the Provident Fund account of those employees shall be dealt with in accordance with the Provident Fund Regulations of the other bank as in force at the time of acquiring the business of such other bank or as may be modified by the central board of the Bank from time to time] [Inserted by Notification No. HR/PPG/PA/19-20/112, dated 1.6.2019 (w.e.f. 20.8.2015).] B. In the event of leaving the service in any other establishment and joining the service of the Bank- (1) In the case of an employee leaving his service in any other establishment or institution and joining the service of the Bank and who is permitted or required to become a member of the provident fund maintained by the Bank, the trustees shall, at the request of the employee and if the regulations in relation to provident fund maintained by his former employer so permit, receive any amount due to him from the provident fund account maintained by his former employer and transferred by the said employer directly to the provident fund maintained by the Bank. (2) The amounts so received shall be credited to the account of the said employee to be opened in the Fund under the column "employees' contributions" (or under the column to that effect). (3) The amounts so credited shall thereafter be dealt with, in accordance with these regulations, as if the same represented contributions made by the said employee under these regulations, provided that the bank shall not be liable to make any contributions corresponding to the amounts so credited as aforesaid. (4) The said employee shall have no claim against the Bank or the trustees in respect of the said amounts save and except in accordance with these regulations. (5) The services rendered by the member admitted to the Fund under sub-regulation A, and sub-regulation B in the earlier establishment or institution shall for the purpose of regulation 16 and for no other purpose be deemed as service in the Bank. C. In the event where an employee of the Bank leaves the service of the Bank and joining the service of any other establishment.- In the case where an employee of the Bank leaves the service of the Bank and joins the service of any other establishment/institution, the trustees shall, at the request of the employee made in writing and if the regulations in relation to the provident fund maintained by his new employer so permit, transfer the amount due to the employee from the Fund maintained by the Bank directly to the Provident Fund maintained by his new employer, but such transfer shall be subject to the provisions of

regulation 23.

## **10. Additional Contribution.**

(1) Subject to provisions of sub-regulation (2) and with effect from the 1st April 1966, any member of the Fund may, at his option, subscribe towards the Fund, in addition to any sum that he shall subscribe in terms of sub-rule (1) of regulation 8, such sum as shall not, together with the sum subscribed by him in terms of that sub-rule (1), be more than twenty five percent of his salary. (2) A member desirous of exercising the option to subscribe to the Fund in terms of sub-regulation (1) shall advise in writing to the officer responsible for paying his salary the rate expressed in percentage of his salary at which he desires to subscribe and such rate shall not at any time be less than five percent of his salary and when once fixed can be altered only by written intimation by him to such officer not less than one calendar month in advance of the salary payment date for the month of April. (3) The subscriptions made under this rule shall also be credited to the members' accounts in the books of the Fund, but no contributions equivalent to or in respect thereof shall be payable by the Bank. (4) The amount of a member's or the Bank's subscription in terms of sub-regulation (1) or sub-regulation (2) shall be rounded off to the next higher rupee, if it contains an element of paise. This provision shall come into effect from 1st April 1988.

## **11. Investment of the Fund.**

(1) All monies of the Fund except sums withdrawn under regulations 12, 13, 14, 15, 16 and 31 shall be deposited in the Bank in an account called "The Trustees of the State Bank of India Employees' Provident Fund" and interest thereon at the appropriate rate referred to in sub-regulation (2) shall be paid by the Bank half-yearly or the said monies of the Fund or part of it may be invested by the trustees in any securities covered under rule 67 of the Income-tax Rules, 1962 in respect of the investment of Fund monies contributed to Provident Fund recognised under the Income-tax Act, 1961 or the Indian Trusts Act, 1882. (2) Every member shall be allowed interest at a rate fixed annually by the Executive Committee for the year ending on each the 31st day of March provided that the rate so fixed shall not be less than either-(a) one half percent above the average standard rate (adjusted up or down to the interest one quarter per cent) quoted by the bank for new deposits fixed for twelve months in the preceding year (ending on the preceding the 31st day of March); or (b) three percent per annum. The account of each member shall be credited with interest at that rate half-yearly on sums standing to the trustees' credit.

## **12. Advances.**

(1) The trustees may, in their absolute discretion, and at the written request of a member, make advances to that member by applying the whole or any portion of the amount of that member's individual subscriptions standing to his credit in the payment of premia on an endowment insurance policy (or policies) on the life of that member provided that every policy on which any premium or premia shall be so paid shall be assigned to the trustees or the Bank as the nominee of the trustees, free from encumbrances, in security of the repayment to the trustees of such advances and that the insurance company issuing the policy is duly approved by them. (2) The trustees may in

their absolute discretion, and at the written request of a member, make advances to that member from the amount standing to his credit in the Fund, subject to the following conditions, namely :- (a) No advance shall be granted unless the trustees are satisfied that the member's pecuniary circumstances justify the advance and that it may be expended on any of the following objects namely :- (i) to pay expenses incurred in connection with the serious or prolonged illness of the member or any person actually dependent on him; (ii) to pay obligatory expenses on a scale appropriate to the member's status which by customary usage the member has to incur in connection with marriages, funerals or other ceremonies; (iii) to meet any other expenditure or liability which, in the opinion of the trustees, is extraordinary and beyond the ordinary capacity of the member to meet; (b) An advance shall not, except for special reasons, - (i) exceed three months' salary or half the amount of the member's own subscriptions and interest thereon standing to his credit in the Fund, whichever is less; or (ii) be granted until at least a period of twelve months has elapsed after the final repayment of all previous advances, together with interest thereon.

### **13. Recovery of Advances.**

(1) An advance shall be recovered from the member in such number of equal monthly instalments as the trustees may direct, but such number shall not be less than twelve unless the member so elects, or in any case more than twenty-four. (2) A member may, at his option, repay more than one instalment in one month and each instalment shall be a number of whole rupees, the amount of advance being raised or reduced, if necessary, to admit of fixation of such instalments: Provided that where the amount advanced exceeds three months' salary or half the amount of the member's own subscriptions and interest thereon standing to his credit in the Fund, it shall be open to the trustees to direct that the amount be recovered in a maximum of thirty-six instalments.

### **14. Recovery of Interest.**

(1) After the principal of the advance has been fully repaid interest shall be recovered thereon at the rate of one-fifth per cent of the principal for each month or broken part thereof during the period between the withdrawal and complete re-payment of the principal. (2) The interest shall ordinarily be recovered in one instalment in the month after complete re-payment of the principal; but, if the period referred to in regulation 13 exceeds twenty months, interest may, if the member so desires, be recovered in two equal monthly instalments.

### **15. Recoveries.**

(1) The Recoveries shall commence when the member draws his salary for the full month for the first time after the advance is made: Provided that no recovery shall be made except with the consent of the member while he is on leave or under suspension. (2) If more than one advance has been made to a subscriber, each advance shall be treated separately for the purpose of the recovery. (3) The Recoveries made shall be credited, as they are made, to the member's account in the Fund.

## 16. Withdrawal.

- Subject to the conditions specified in regulations 17 the trustees in their absolute discretion may, at the written request of a member, sanction at any time withdrawal by him from the amount standing to his credit in the Fund for one or more of the following purposes, namely : -(a)Building or acquiring a suitable house for his residence including the cost of the site or repaying any outstanding amount on account of loan expressly taken for this purpose.(b)Meeting the cost of higher education, including wherever necessary the cost of passage, of any child of the member in the following cases, namely : -(i)for education outside India for an academic, technical, professional or vocational course beyond the High School stage; and(ii)for any medical, engineering or other technical or specialised course in India beyond the High School stage, provided that the course of study is for not less than three years.(c)Meeting expenses in connection with the marriage of his daughter or daughters or, if the member has no daughter, any other female relatives dependent on him.(d)Meeting expenses in connection with the marriage of his son or sons.(e)Building or acquiring, as a member of a Co-operative Housing Society approved by the bank or under any other scheme approved by the Bank for the purpose, a suitable house for his residence including the cost of the site:Provided that no withdrawal shall be allowed for any of the purposes mentioned in clauses (a), (b), (c) and (d) unless the member has completed twenty-five years of service or has attained the age of fifty years.

## 17. Limit on amount withdrawn.

- The limit on amount withdrawn shall be subject to the following, namely:-A. Any sum withdrawn by a member under clause (a) of regulation 16 from the Fund shall not exceed-(1)(a)one half of the amount of his own subscriptions with the interest thereon standing to his credit in the Fund; or(b)the actual cost of the house including the cost of site or the amount required for re-payment of the loan taken for this purpose,whichever is less.(2)If a member desires to withdraw any sum under clause (a) of Regulation 16 for the construction of a house, he shall be permitted to do so only in equal instalments of not less than two and not more than four in number; but the withdrawal of any instalment after the first shall be permitted by the trustees only if they are satisfied that there has been sufficient progress in the construction of the house.Explanation : For the purpose of sub-regulation 17(A), the actual expenditure incurred in connection with the execution of any document relating to the transaction may be included in the cost of the house or the amount required for the repayment of the loan.B.(1) Any sum withdrawn by a member under clause (b) of regulation 16 from the Fund shall not exceed half the amount of his own subscriptions and the interest thereon standing to his credit in the Fund or three months' salary, whichever is less.(2)Withdrawal by a member under clause (b) of regulation 16 from the Fund shall be permitted once in every six months.(3)A member who has been permitted to withdraw money from the Fund under clause (b) of regulation 16, shall satisfy the trustees within a period of six months from the date of withdrawal that the money has been utilised for the purpose for which it was withdrawn:Provided that where a portion of the money withdrawn is not likely to be spent within the said period and the member desires to withdraw any further sum of money from the Fund during the period of six months immediately following the said period, he shall so fix the amount purposed to be withdrawn during the period of six months immediately following the said period as

to take into account this excess amount and submit an application in writing to the trustees in that behalf within one month of the expiry of the said period: Provided further that such excess amount shall not exceed 10% of the amount utilised. C. Any sum withdrawn by a member under clause (c) of regulation 16 shall not exceed -(1)(a) six months' salary; or (b) half the amount of his own subscriptions with interest thereon standing to his credit in the Fund; whichever is less: Provided that in special cases, the trustees may relax the limit specified in clause (a) but in no case shall the amount withdrawn exceed 10 months' salary. (2) Withdrawal by a member under clause (c) of regulation 16 shall not be permitted before three months preceding the month in which the marriage actually takes place. (3) The member shall furnish a certificate to the trustees within a period of one month from the date of marriage or if he is on leave, within one month of return from leave, that the money withdrawn has actually been utilised for the purpose for which it was intended. Explanation. - If two or more marriages are celebrated simultaneously the amount admissible under sub-regulation (1) or sub-regulation (2) in respect of each marriage shall be determined as if withdrawals are sanctioned separately one after the other. D. Any sum withdrawn by a member under clause (d) of regulation 16 shall not exceed -(1)(a) three months' salary; or (b) half the amount of his own subscriptions with interest thereon standing to his credit in the Fund; whichever is less: Provided that in special cases, the trustees may relax the limit specified in clause (a) but in no case shall the amount exceed six months' salary. (2) Withdrawal by a member under clause (c) or (d) of regulation 16 shall not be permitted before three months preceding the month in which the marriage actually takes place. (3) The member shall furnish a certificate to the trustees within a period of one month from the date of marriage or if he is on leave, within one month of return from leave, that the money withdrawn has actually been utilised for the purpose for which it was intended. Explanation : If two or more marriages are celebrated simultaneously the amount admissible under regulation 17C or regulation 17D in respect of each marriage shall be determined as if withdrawals are sanctioned separately one after the other. E. Any sum withdrawn by a member under clause (e) of regulation 16 shall not exceed -(1)(a) an amount of one thousand five hundred rupees or half the amount of his own subscriptions with interest thereon standing to his credit in the Fund whichever amount is higher but in no case exceeding the full amount of his own contributions with interest thereon standing to his credit in the Fund; or (b) the actual cost of the house and the site; whichever is less. (2) Withdrawal by a member under clause (e) of regulation 16 shall be permitted only once during the service.

## **18. Grounds for permission for withdrawal.**

- A. (1) The withdrawal shall not be permitted for any purpose specified in clause (a) of regulation 16 unless the trustees are satisfied that -(a) the member does not own a house at the place of his duty or at the place where he intends to reside after retirement and that only one house shall be built, acquired, or redeemed by the member at such place; (b) the sum which he proposes to withdraw is actually required for the purpose; (c) such sum together with the private savings, if any, of the member would be sufficient for that purpose; (2) In the case of withdrawal for the construction of a house (i) the member possesses or intends to acquire forthwith the right to build it on the site therefor; (ii) the member has an approved plan. (3) In the case of withdrawal for the acquisition of a house the vendor has an indefeasible and clear title to the land and house which he agrees to sell to the member; (4) In the case of withdrawal for the purpose of repayment of loan, the member has



produced necessary deeds and papers before the trustees proving his undisputed title to the land and the house thereon.(5)The construction shall commence within six months from the date of withdrawal of the money and shall be completed within a period of one year from the date of commencement of construction or such longer period as the trustees may prescribe in any individual case where the commencement or completion of the structure is likely to be delayed owing to reasons beyond the control of the member.(6)The house shall be purchased or redeemed within three months from the date of withdrawal.(7)In the case of withdrawal under clause (a) of regulation 16 for re-payment of loan, the loan shall be repaid within three months of withdrawal.B. (1) The withdrawal shall not be permitted for any purpose specified in clause (e) of regulation 16 unless the trustees are satisfied that-(a)the member does not own a house at the place of his duty or at the place where he intends to reside after retirement and that only one house shall be built, acquired, or redeemed by the member at such place;(b)the sum which he proposes to withdraw is actually required for the purpose;(c)such sum together with the private savings, if any, of the member would be sufficient for that purpose;(2)In the case of withdrawal for the construction of a house-(i)the member possesses or intends to acquire forthwith the right to build it on the site therefor;(ii)the member has an approved plan.(3)In the case of withdrawal for the acquisition of a house the vendor has an indefeasible and clear title to the land and house which he agrees to sell to the member;(4)In the case of withdrawal for the purpose of re-payment of loan, the member has produced necessary deeds and papers before the trustees proving his undisputed title to the land and the house thereon.(5)The construction shall commence within six months from the date of withdrawal of the money and shall be completed within a period of one year from the date of commencement of construction or such longer period as the trustees may prescribe in any individual case where the commencement or completion of the structure is likely to be delayed owing to reasons beyond the control of the member.(6)The house shall be purchased or redeemed within three months from the date of withdrawal.(7)In the case of withdrawal under clause (e) of regulation 16 for re-payment of loan, the loan shall be repaid within three months of withdrawal.

## **19. Documentary Evidence.**

- A member who has been permitted under clause (a) or clause (e) of regulation 16 to withdraw money from the Fund shall satisfy the trustees, if called upon to do so, by the production of tax receipts, title deeds or documents that the house remains in his sole ownership and that he has not parted with the possession thereof, by way of sale, mortgage, gift, or lease for a term exceeding three years without the previous permission of the trustees.

## **20. Refund of excess withdrawal.**

(1)If any sum withdrawn by a member under regulation 17 is found to be in excess of that actually spent for the purpose for which the sum was withdrawn or is not applied for such purpose, the excess or the whole of such sum or so much thereof which has not been so applied, shall forthwith be repaid by him into the Fund, together with interest thereon at the rate specified under regulation 11 in respect of his balance in the Fund.(2)In default of the payment referred to in sub-regulation (1), the trustees shall request the Bank to recover the amount from the salary and allowances of the member either in a lump sum or in such number of monthly instalments as may be determined by

them and the amount so recovered shall be credited to the account of the member in the Fund: Provided that the entire sum withdrawn shall be repaid into the Fund in the manner specified above if a member fails to comply with the provisions of regulation 17, 18 or 19 as may be relevant in the circumstances of the case.

## **21. In the event of dismissal from service.**

- If any member shall be dismissed from the service of the Bank for any fault or other cause justifying dismissal, he shall not be entitled to receive, unless permitted to do so by the trustees, the sums contributed by the Bank to his provident fund account, or any interest credited to that account on the sums so contributed: Provided that when any member is so dismissed, any amount due under a liability incurred by the member to the Bank (not exceeding in any case the sums so contributed by the Bank and interest thereon) shall be paid by the trustees to the Bank out of the sum standing to the credit of the member's account.

## **22. Forfeiture.**

(1) If, on any member ceasing to be a member of the Fund for any reason whatsoever, he, or if he be dead, his nominee, dependents or representatives as per these Regulations is/are not entitled to payment of any sum standing to the credit of his separate account in the Fund, any such sum shall, unless dealt with within the discretion of the trustees as in these regulations provided, be forfeited to the Fund. (2) Any sums which may accrue to the Fund by reason of any forfeiture shall be credited to a separate account and be disposed of for the benefit of the staff in such manner as the trustees may decide: Provided, however, that the trustees may, at their absolute discretion, waive any forfeiture and credit the amount thereof to the account of a member who may rejoin the Bank's service after having left it for any reason whatsoever.

## **23. Resignation or Retirement from the services.**

- When a member resigns or retires from the service of the Bank he shall, if he has served the Bank for a period of five years or more, be entitled to receive the balance at his credit in the Fund. Provided that when any member resigning or retiring from the service of the Bank is under a liability incurred by him to the Bank, the trustees shall, irrespective of the duration of his service, pay to the Bank out of the balance at his credit in the Fund any amount due by him to the Bank (not exceeding in any case the sums contributed by the bank to his account in the Fund and any interest credited to his account on the sums so contributed).

## **24. Cessation of service.**

- If any member shall cease to serve the Bank before completion of a service of five years with the Bank, he shall be entitled to receive only the amount of his own subscriptions to the Fund with the interest credited thereon to the date of his severing his connection with the Bank.

## **25. Eligibility to receive payment of any share of the contribution of the Bank to the Fund.**

- No member shall be entitled to receive payment of any share of the contribution of the Bank to the Fund until he shall have served the Bank for a period of five years notwithstanding that a share thereof may have been credited to his account in the books of the Fund, but the trustees may in their absolute discretion authorise such payment if a member is compelled to retire before completing five years' service owing to any cause beyond his control.

## **26. Nomination.**

(1) Each member shall nominate in Form A annexed to these regulations one or more persons belonging to his family to whom the amount standing at his credit in the Fund shall be payable in the event of his death. (2) A member who has no family shall nominate a person or persons in Form B annexed to these regulations, provided that such nomination shall be valid only for so long as the member has no family and that if a member subsequently acquires a family, he shall formally cancel the previous nomination and nominate in Form A one or more persons belonging to his family. (3) A member may in his nomination distribute the amount that may stand to his credit in the Fund amongst his nominees at his own discretion. (4) A nomination may be cancelled by a member and replaced by any nomination which is permitted to be made under this regulation. (5) No nomination or notice of cancellation shall be effective unless it has been received in the Central Accounts Office of the Bank while the member is still in the service of the Bank and has been registered in the books of the Fund. Explanation. - For the purposes of this regulation, "family" means the wife or wives, or husband, and children of a member, and the widow or widows and children of a deceased son of a member: Provided that if a member proves that his wife has been judicially separated from him or has ceased under the customary law of the community to which she belongs to be entitled to maintenance, she shall no longer be deemed to be a person belonging to the family unless the member subsequently indicates by express notification in writing to the trustees that she shall continue to be so regarded: Provided further that if a member by notification in writing to the trustees expresses her desire to exclude her husband from the family, the husband shall no longer be deemed to be a person belonging to the family unless the member subsequently cancels formally in writing her notification excluding him: Provided also that in cases where adoption is recognised by the personal law governing the member, an adopted child shall be considered as a child.

## **27. Settlement after death of member.**

- Subject to the provisions of clause (e) of sub-regulation (2) of this regulation, on the death of a member, the full amount standing to his credit in the Fund irrespective of the period for which the member may have served shall become payable as under -- (1) When a member leaves family-- (a) If a nomination made by the member in accordance with these regulations in favour of a person or persons belonging to his family subsists, the amount standing to his credit in the Fund or the part thereof to which the nomination relates, shall become payable to the nominee or nominees in the proportion specified in the nomination; (b) If no such nomination in favour of a person or persons

belonging to the family of the member subsists or if such nomination relates only to a part of the amount standing to his credit in the Fund, the whole amount or the part thereof to which the nomination does not relate, as the case may be, shall notwithstanding any nomination purporting to be in favour of any person or persons other than a person or persons belonging to his family become payable to the persons belonging to his family in equal shares: Provided that no share shall be payable to (i) sons who have attained legal majority; (ii) sons of a deceased son who have attained legal majority; (iii) married daughters whose husbands are alive; (iv) married daughters of a deceased son whose husbands are alive: if there is any person belonging to the family other than those specified in items (i), (ii), (iii) and (iv): Provided further that the widow or widows and the child or children of a deceased son shall receive between them in equal parts only the share which that son would have received if he had survived the member and if, in a case where had he survived the member, he would have been excluded from a share under item (i) of the first proviso, he had not been so excluded. (2) When the member leaves no family - (a) if a nomination made by the member in accordance with these regulation in favour of any person or persons who is or are a dependant or dependants of the member, subsist, the amount standing to his credit in the Fund or, as the case may be, the part thereof to which the nomination relates, shall become payable to his nominee or nominees in the proportion specified in the nomination; (b) If any such nomination subsists in favour of any person who is not a dependant, the amount standing to his credit in the Fund or, as the case may be, the part thereof to which the nomination relates, shall become payable to such nominee if the amount does not exceed five thousand rupees; (c) if no such nomination subsists, or if such nomination relates only to a part of the amount standing to the credit of the member in the Fund, the whole or, as the case may be, the part thereof to which the nomination does not relate, shall become payable to any person appearing to the trustees to be otherwise entitled to receive it, if the whole sum or, as the case may be, the part thereof, does not exceed five thousand rupees; (d) any sum or any part thereof which is not payable to any person under sub-clause (a) or sub-clause (b) or sub-clause (c), shall become payable to any person on production of probate, letters of administration or a succession certificate in accordance with the provisions of section 4 of the Provident Funds Act, 1925. Note : When a nominee or other person is a dependant of the member, the amount payable to such nominee or other person under these regulation vests in the dependant under sub-section (2) of section 3 of the Provident Fund Act, 1925. Explanation. - For the purposes of this regulation, "Dependant" means a dependant of the member as defined in clause (c) of section 2 of the Provident Funds Act, 1925. (e) Notwithstanding anything contained in this regulation, on the death of a member, who is under a liability incurred by him to the Bank, the trustees may pay to the Bank out of the balance at his credit in the Fund any sum due by him to the Bank (not exceeding in any case the sums contributed by the Bank to his account in the Fund and any interest credited to his account on the sums so contributed) before making payment under this regulation.

## **28. Cessation of Interest.**

- Interest on all monies standing in the books of the Fund to the credit of a member shall cease on the day he leaves the service of the Bank or the day on which he dies, whichever event shall first happen.

## **29. Disqualification for Claim.**

- Except as is by the Provident Funds Act, or by these regulation expressly provided, no member or any person or persons claiming under or through him shall be entitled to claim payment of any money out of the Fund.

## **30. Advances to beneficiary of a deceased member.**

- The trustees may make advances to the beneficiary or beneficiaries of a deceased member's interest in the Fund, where such beneficiaries or any of them are in indigent circumstances, in anticipation of the grant of the probate of the will or letters of administration or other certificate of representation or title to the estate of the deceased, in order to meet funeral or other expenses.

## **31. Option of withdrawal in the event of leave preparatory to retirement.**

- Members on leave preparatory to retirement may at their option withdraw up to 90 per cent. of the balances at their credit in the Fund, but if the member does not eventually retire, the full amount withdrawn must be refunded as a condition of continued employment.

## **32. Liability of Trustees.**

- No trustee shall be responsible and chargeable, save and except for monies actually received by him, notwithstanding his having signed any receipt for the sake of conformity or otherwise, nor shall he be responsible or chargeable for the acts, defaults or neglects of the Bank with whom the monies of the Fund are deposited, nor for any loss unless the same happens through his own wilful act or omission.

## **33. Closure of the Fund.**

- If the Bank shall, with the approval of the Central Government, give the trustees notice in writing that it does not intend to make any further contributions to the Fund, the Fund shall be closed and in the event of such closure, the Fund shall be divided amongst the members by payment to each member of such sum as may be standing at credit of such member at the time of such division as aforesaid.

## **34. Decisions of the Trustees.**

- 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 the interpretation of these regulations or with the Fund or the administration thereof.

### 35. Extension of the regulation.

- Notwithstanding anything contained in sub-regulation (2) of regulation 7, these regulations may be extended by the Central Board to apply to employees engaged in any country outside India and appointed for service in such country to such extent, for such period and subject to such conditions and modifications as the Central Board may deem fit and in respect of such employees as are engaged in Pakistan, Ceylon or the United Kingdom and as are not members of the Imperial Bank of India Employees' Provident Fund or the State Bank of India (Ceylon) Employees' Provident Fund, these regulations shall be deemed to have been so extended by the Central Board until separate Provident Funds are constituted in respect of those employees subject to the modification that in the case of a member in the London Office of the Bank, the rate of subscription provided in sub-regulation (1) of regulation 8 shall be at five percent, irrespective of the salary drawn by him.

### 36. Declaration.

- Every employee when joining the Fund shall submit a declaration in the following form :-Form I hereby declare that I have read and understood the regulations of the State Bank of India Employees' Provident Fund and I hereby subscribe and agree to be bound by the said regulations. Dated ..... day of ..... 20..... Name in full  
 ..... Date of birth ..... Nature of appointment ..... Date of joining service  
 ..... Date of confirmation ..... Salary per month  
 ..... (Signature) ..... Witness  
 ..... Index No.  
 ..... Designation  
 ..... Address  
 ..... Particulars found correct and signature verified. Office Manager/ Branch Manager/ Dy. General Manager.

### 37. Saving Clause.

- All the actions taken and anything done under and as per the provisions of State Bank of India Employees' Provident Fund Rules-1955 shall remain valid and binding on the concerned parties. The supersession of the said State Bank of India Employees' Provident Fund Rules-1955 by these regulations shall not affect the validity of various decisions/actions taken pursuant to the said rules. Explanatory Memorandum The State Bank of India Employees' Provident Fund Rules were framed after consultation with the Reserve Bank of India and previous sanction of Central Government contained in File No. F.8/80/66\_SB dated 23rd September, 1964 under the provisions of section 50 of the State Bank of India Act, 1955 (23 of 1955). As per regulation 11 of the proposed regulations, the Trustees of the Fund can invest the Fund in securities approved under rule 67 of Income-tax Rules 1962. The amended regulation is being given retrospective effect and shall be deemed to have come into force on the 11th August, 2011.

## 2. It is certified that no person shall be adversely affected by giving retrospective effect to these regulations.

Provident Fund Form A(Form of Nomination when member has a family)Index No.

.....Member's Name .....(In block capitals)(place).....(Date).....To,The Trustees of The State Bank of IndiaEmployees' Provident Fund,(Through the.....,State Bank Of India,.....)Gentlemen,I hereby direct that the amount payable to me from the State bank of India Employees' Provident Fund at the time of my death shall be distributed among the members of my family mentioned below in the manner shown against their names:-

Name and address of the nominee or nominees	Relationship with the member	Age of the nominee	Amount or share of accumulations
1	2	3	4

Without prejudice to my right under sub-regulation (4) of regulation 26 of the State Bank of India Employees' Provident Fund Regulation to cancel the nomination made by me whenever I think fit, I hereby give notice that in the event of the Person/ any of the persons nominated thereunder predeceasing me, this nomination shall forthwith stand cancelled, in so far as it relates to the rights conferred upon such person/ any of the persons.I am,Yours

faithfully,------(Signature)Witness:(1)Signature.....Name

.....Designation.....Address.....(2)Signature.....Name

.....Designation.....Address.....Member's signature verified by me-----Branch Manager/ Dy. General ManagerNote: Column 4 may

be filled in so as to cover the whole amount at credit.C.O.S. 434Provident Fund Form B(Form of Nomination when member has no family)Index No .....Member's Name

.....(In block capitals)(place).....(Date).....To,The

Trustees Of The State Bank Of IndiaEmployees' Provident Fund,(Through the.....,State Bank Of

India,.....)Gentlemen,I hereby declare that I have no family and direct that the amount payable to me from the State bank of India Employees' Provident Fund at the time of my death shall, in the event of my having no family, be distributed among persons mentioned below in the manner shown against their names:-

Name and address of the nominee or nominees	Relationship if any with the member	Age of the nominee	Amount or share of accumulations
1	2	3	4

Without prejudice to my right under sub-regulation (4) of regulation 26 of the State Bank of India Employees' Provident Fund Regulations to cancel the nomination made by me whenever I think fit, I hereby give notice that in the event of the Person/ any of the persons nominated thereunder predeceasing me, this nomination shall forthwith stand cancelled, in so far as it relates to the rights conferred upon such person/ any of such persons.I am,Yours

faithfully,------(Signature)Witness:(1)Signature.....Name

.....Designation.....Address.....(2)Signature.....Name  
.....Designation.....Address.....Member's signature verified by  
me-----Branch Manager/ Dy. General ManagerNote: Column 4 may be filled in so  
as to cover the whole amount at credit.C.O.S. 435