

India Trade Promotion Organisation
ITPO Employees Death-cum-Retirement Gratuity Rules, 1979.

1. TITLE AND COMMENCEMENT

These Rules shall be called the [India Trade Promotion Organisation]⁵ Death-cum-retirement Gratuity Rules, 1979 and shall be deemed to have come into force from Ist March, 1977.

2. DEFINITIONS

The following words in these Rules shall have the meaning assigned to them hereunder unless otherwise stated or there is anything repugnant to the subject or context :

2.1. "Organisation" means the India Trade Promotion Organisation.

2.2. "Rules" means India Trade Promotion Organisation Death-cum-Retirement Gratuity Rules, 1979 as amended from time to time.

2.3. "Board of Directors" means the Board of Directors of the India Trade Promotion Organisation and shall include any Committee of the Board of Directors to which the Board of Directors has delegated or may delegate its powers in this respect.

2.4. "Employees" means any person employed on wages/salaries by the Organisation irrespective of the rate of his pay and status but excludes the following:

- a. any person on contract service with the Organisation.
- b. any person on deputation from the Central Government/State Governments or any other Organisation;
- c. Apprentices under the Apprenticeship Act, 1971.
- d. Trainees including Management Trainees.
- e. Casual, Daily Wage, and non-regular employees recruited for a fixed period only.
- f. Re-employed persons.

Note: 1. Wholetime Directors/Managing Director/Chairman shall be deemed to be employees if their terms of appointment by the President provide for payment of gratuity.

[2. Payment to Employees who come within the preview of the payment of Gratuity Act, 1972 as amended from time to time shall strictly be regulated in accordance with the provisions of the payment of Gratuity Act.]⁶

Amended [Notwithstanding anything contained in these rules, in case any provision in these rules are less beneficial or in conflict with corresponding provision in payments of Gratuity Act or there is no corresponding provision in these rules, the provisions contained in the payment of Gratuity Act 1972 as amended from time to time shall be applicable.⁷

2.5. "Eligible Employees" means an employee of the Organisation as specified in Rule 2.4. above and also the following categories of employees:

- a. All employees of the erstwhile India Council of Trade Fairs and Exhibitions who have joined the Organisation without any interruption in service; and
- b. All officers and employees of the erstwhile Directorate of Exhibitions and Commercial Publicity and India International Trade Fair Organisation who have joined

⁵ O.O.Admn/62/69 Dated 21.1.99 and 168/99 Dated 3.3.99

⁶ O.O.Admn/629/91 dated 23.9.91

⁷ O.O.Admn/1039/2003 dated 6.10.2003

the Organisation without interruption and who become eligible for grant of gratuity under these Rules.

2.6. "Emoluments" means basic pay in the time-scale of pay applicable, special pay, personal pay and other emoluments classed as pay (but not including deputation to another Organisation or on foreign service) and dearness allowance which an eligible employee was drawing immediately before the date of retirement or on the date of his death while in the Service of the Organisation.

Note : Emoluments shall not include any bonus, commission, house rent allowance, city compensatory allowance, overtime and any other allowances.

Explanation -I

If an eligible employee immediately before his/her retirement or death while in service was on leave and leave salary was payable for that period, the emoluments which he/she would have drawn had he/she not proceeded on leave shall be reckoned as emoluments for the purpose of these rules.

Explanation-II

If an eligible employee before his/her retirement or death while in service was on earned leave and had earned an increment which was not withheld during the period of the earned leave. Such an increment though not actually drawn, shall form part of his/her emoluments.

Explanation-III

If any eligible employee immediately before his/her retirement or death while in service had been absent from duty on extraordinary leave, the emoluments, which he/she drew immediately before proceeding on such leave shall be reckoned as emoluments for the purpose of these Rules.

2.7. "Commissioner" means the Commissioner of Income Tax.

2.8 "Completed year of service" means continuous service for one year.

2.9. "Continuous service" means uninterrupted by sickness, accident, leave lay-off, strike or lockout or cessation of work not due to any fault of the employee concerned. An employee who is not in uninterrupted service for one year shall be deemed to be in continuous service if he/she has been actually employed by Organisation during the period for not less than 240 days.

2.10. "Family" in respect of an eligible employee shall be deemed to consist of:

- (a) Wife/Husband as the case may be;
- (b) sons including steps-sons and legally adopted sons;
- (c) unmarried/widowed daughters including step daughters and legally adopted daughters.
- [(d) Brothers below the age of 18 years and unmarried & widowed sisters.
(Including step brothers and step sisters.)
- (e) Father;
- (f) Mother;
- (g) Children of a pre-deceased son.
- (h) Married daughters.
- (i) 'Wife' of a pre-deceased son.]⁸

2.10. "Family" in respect of eligible employee shall be deemed to consist of:-

- (i) in the case of a male employee, himself, his wife, his children, whether married or unmarried, his dependant parents and the dependant parents of his wife and the widow and children of his predeceased son, if any,

⁸ O.O.Admn.629/91 dated 23.9.91

- (ii) in the case of female employee, herself, her husband, her children, whether married or unmarried, her dependent parents and the dependent parents of her husband and the widow and children of her predeceased son, if any. .]⁹

Provided however that

1. If a male member proves that his wife has ceased under the personal law governing him or the customary law of the community to which the spouses belong, to be entitled to maintenance, she shall no longer be deemed to be a part of the eligible employee's family for the purpose of the Rules, unless the employee subsequently intimates by express notice in writing to the Organisation that she shall continue to be so regarded.
2. If a female employee, by notice in writing in Form B applies to the Organisation and expresses her desire to exclude her husband from her family, the husband or his dependents shall not be deemed to be included in the family of the employee unless the said notice is subsequently revoked by the female employee.
3. Where the personal law of an eligible employee permits adoption by him/her of a child, any child lawfully adopted by him shall be deemed to be included in his/her family; where however, a child of an eligible employee has been adopted by another person, such child shall be deemed to be excluded from the family of the employee.

Amended

Provided however that.....

3. Where the personal law of an employee permits the adoption by him of a child, any child lawfully adopted by him shall be deemed to be included in his family, and where a child of an employee has been adopted by another person and such adoption is, under the personal law of the person making such adoption, lawful, such child shall be deemed to be excluded from the family of the employee.¹⁰

2.11. "Retirement" means termination of the service of any eligible employee otherwise than on superannuation.

2.12. "Qualifying Service" means all continuous service rendered in the Organisation after completion of 18 years of age excluding the period of extra-ordinary leave without pay or absence from duty without permission which has not been regularised by the competent Organisation, or the period of service rendered as an apprentice/ trainee/ management trainee.

2.13. "Superannuation" in relation to an eligible employee means attainment of the age of sixty¹¹ years by the employee.

3. CONDITIONS OF GRANT OF GRATUITY

3.1. An eligible employee shall be granted gratuity under these rules after he has rendered continuous service for not less than five years under the Organisation in the following circumstances:

- (i) Discharge on abolition of the post held by him; or
- (ii) Retirement on attaining the age of superannuation; or

⁹ O.O.Admn.1039/2003 dated 6.10.2003

¹⁰ O.O.Admn./1039/2003 dated 6.10.2003

¹¹ ITPO Service Regulation Rule 13

- (iii) Retirement consequent upon permanent incapacity due to bodily or mental disability or
- (iv) Retirement otherwise than under clause (i) (ii) & (iii) above including voluntary retirement after rendering minimum five years of continuous service under the Organisation; or
- (v) Resignation after rendering a continuous service of five years under the Organisation.

Provided that in the event of death or permanent in-capacity due to bodily or mental disability, while in the service of the Organisation, completion of five year's continuous service under the Organisation would not be necessary to become eligible for gratuity under these Rules.

Provided further that the erstwhile employees of the D.E.C.P./I.I.T.F.O. who have received payment of gratuity from the Government of India on retirement of service prior to absorption in the Organisation will be permitted to count their service under the Government of India reckoned for the purpose of payment of death-cum-retirement gratuity towards service under the Organisation if the gratuity received from the Government of India is refunded to the Organisation in a single instalment within 6 months of the date on which these Rules are approved by the Board of Directors.

Note: In the case of the employees of the erstwhile ICTFE taken over by the Organisation on the basis of continuity of service, the period of service rendered in the ICTFE will be counted as service, under the Organisation only in cases in which no payment of gratuity has been made to the employees of ICTFE in respect of that service.

4. PAYMENT OF GRATUITY

4.1. The amount of gratuity payable shall be regulated as provided in Schedule I to these Rules. It will be lawful for the Organisation to recover any advance or other dues of the Organisation from the gratuity that may become payable to the employee.

4.2. [Emoluments for the purpose of this scheme shall mean the last pay drawn (which term includes Basic pay, special pay, Dearness allowance, Leave Salary, subsistence grant and wages in the case of non-salaried employee) drawn immediately preceding the date of quitting service or the date of death. There will be no ceiling on reckonable emoluments for calculating the gratuity.]¹²

4.3. The authority competent to sanction gratuity shall be the Manager (Admn.)¹³ of the Organisation for all employee except himself. In respect of the Managing Director, gratuity shall be sanctioned by the Chairman of the Organisation. If the office of the Chairman and Managing director is combined, sanction of the Board of directors shall be obtained for payment of gratuity to the Managing Director.

5. NOMINATION

¹² O.O.Admn./629/91 dated 23.07.91

¹³ DFPR Schedule-III 7(b)(I)

5.1. In case of death, the gratuity payable under these Rules shall be paid to the person(s) nominated for purposes of receiving the provident fund dues under the ITPO Employees Provident Fund Rules. Fresh nominations and modification in the same will be in Forms C&D of these Rules.

5.2. Every employee who has completed one year of service shall make a nomination in Form No.B and execute an agreement in Form A and submit the same to the Manager (Admn.) of the Organisation.

5.3. [Every employee shall make a nomination conferring on one or more persons of his family the right to receive the gratuity in the event of his death while in service or after quitting service but before payment of the gratuity is made, indicating the shares payable to each member. In the case of an employee having no family, the nomination may be made in favour of a person or persons, or a body or persons corporate or incorporate.]¹⁴

In the event of there being no nomination, the gratuity on death may be paid in the manner indicated below :-

(a) If there are one or more surviving members of the family as in (a) to (c) as mentioned in Rule 2.10 of the DCRG Rules, it may be paid to all such members other than any such members who is a widowed daughter, in equal shares.

(b) [If there are no such surviving members of the family, but there are one or more surviving widowed daughters and or one or more surviving members of the family as in (d) to (i) as mentioned in Rule 2.10 of the DCRG Rules, the gratuity may be paid to all such members in equal shares.]¹⁵

(c) In the absence of any family specified in clauses (a) & (b) above to the persons eligible for his/her estate in accordance with succession certified with succession certificate from a Court of Law.

6. GRATUITY ADMISSIBLE ON TERMINATION OF SERVICE

(a) Save with the specific approval of the Board of Directors/Standing Committee of Directors, no gratuity shall be payable to an eligible employee whose services have been terminated for any misconduct, wilful omission or negligence causing any loss of damage, or loss or destruction of the property belonging to the Organisation. The Organisation shall also have the option to recover the loss so caused to its property or operation from the gratuity of the eligible employee.

(b) The gratuity payable to an eligible employee shall be wholly for-feited if the services of such eligible employee have been terminated for any act which constitutes a panel offence including normal, provided that such offence is committed by him/her in the course of employment.

6.(A) [An employee against whom disciplinary action/proceeding is contemplated or pending at the time of resignation/ retirement, etc. will not be paid gratuity unless the action/ proceeding against him have finalised. On finalisation of the disciplinary proceedings the release of payment of amount of gratuity will depend on the final outcome of the disciplinary proceedings and keeping in view the orders of the disciplinary Organisation. Gratuity will not be admissible to an employee whose services are

¹⁴ O.O.Admn./629/91 dated 23.07.91

¹⁵ O.O.Admn./629/91 dated 23.07.91

terminated for misconduct, insolvency or inefficiency. This amendment will come into effect from 23.08.1991.]¹⁶

Ammended

6. GRATUITY ADMISSIBLE ON TERMINATION OF SERVICE¹⁷

(a) Gratuity of an employee whose services have been terminated for any act, willful omission or negligence causing any damage or loss to or destruction of property belonging to the organization, shall be forfeited to the extent of damage or loss so caused;

(b) Gratuity payable to an employee may be wholly or partially forfeited

(i) if the services of such employee have been terminated for his/her riotous for disorderly conduct or any other act violence on his/her part, or

(ii) If the services of such employee have been terminated for any act which constitutes an offence involving moral turpitude, provided that such offence is committed by him in the course of his employment.

7. ADDITIONS AND ALTERNATIONS TO THE RULES

7.1. The Organisation may, in-its discretion, alter, amend or repeal any of the provisions of these Rules subject to the condition that except with the consent of eligible employees, no such amendment(s) or alternation(s) other than that mentioned in such clause 7.2. below which shall adversely affect the right of eligible employees at the time of such proposed amendment(s) or alternation(s) shall be made.

7.2. Notwithstanding any thing contained in clause 7.1. of these Rules, the Organisation shall carry out any or all amendments required to comply with the provisions of the Income Tax Act,1961 and the rules made thereunder or any other law for the time being in force.

8. APPLICATION FORM AND PAYMENT OF GRATUITY

8.1. All eligible employees of the Organisation who become entitled to claim gratuity shall submit a formal application in the prescribed Form E for payment of gratuity to the Manager (Admn.) within three months of gratuity becoming payable under these Rules.

8.2. In the case of a deceased employee, the application in the prescribed Form F shall be submitted by his/her nominee (s) and where no nomination has been made, by the person claiming and entitled to gratuity. Application by legal heirs for gratuity shall be in Form G.

8.3. On receipt of application by the Manager (Admn.), he shall immediately take action to work out the gratuity payable in accordance with these Rules and ensure that payment of gratuity is made after deducting the dues of the Organisation, if any, outstanding against the employee to the eligible person or his nominee concerned not later than three months from the date of their formal application. If the outstanding dues of the Organisation cannot be ascertained within the stipulated period, payment may be made after deducting estimated amount of the outstanding dues or Rs. 1,000 whichever is more.

9. MODE OF PAYMENT OF GRATUITY

9.1. The gratuity payable shall be paid by Demand Draft or crossed Bank Account Payee Cheque to the employee or in cash if so desired by the employee in writing. Payments to nominees or legal heirs shall be made by crossed Account Payee cheques or demand drafts only.

¹⁶ Added para vide O.O.No. Admn.629/91 dt. 23-9-91 w.e.f. 1.1.86 (Rule 6(a))

¹⁷ O.O.Admn./1039/2003 dated 6.10.2003

9.2. In case where the eligible employee, nominee or legal heir, as the case may be, so desires in writing and the amount of gratuity payable is less than two thousand rupees, payment may be made by postal money order after deducting the money order commission thereon from the amount payable.

9.3. The Manager (Admn.) shall maintain a register of gratuity in which shall be entered the names and addresses of persons who were sanctioned and paid gratuity together with the amount paid to each of them.

10. TRANSFER OF GRATUITY

If an employee who was in the employment of a PSU/Central Govt./State Govt. before taking up employment under the Organisation is absorbed in this Organisation on resignations of his former employment; the service rendered by him in the aforesaid Organisation qualifying for payment of gratuity will be counted for the purpose of payment of gratuity under these Rules, provided, the transfer or Organisation arranges with the Organisation to pay to it the gratuity earned by the employee during the service rendered in the transferor Organisation as though the employee has retired from its service on the date of transfer.

11. RECOVERY OF DUES

The Organisation or any other officer employed by the Organisation in this behalf, shall have the right to make recovery of the Organisation's dues before the payment of death-cum-retirement gratuity due in respect of an employee with out obtaining his/her consent or without obtaining consent of the members of his or her family or nominee(s) in the case of a deceased employee, as the case may be.

12. INCOME TAX AND OTHER TAXES

(i) In any case where the Organisation is liable to account to the Income-Tax authorities for income-tax on any payment made under the Rules, the Organisation shall deduct a sum equivalent to such tax from any such payment made and the Organisation shall not be liable to the eligible employee for the sum so deducted.

(ii) Where any liability to Estate Duty arises in respect of gratuity, the Organisation shall apply the benefit or part of it in payment of such duty including any interest thereon and deduct the amount so paid from the benefits or may postpone the payment of the benefits until the liability has been provided to their satisfaction.

Provided that if the eligible beneficiary satisfies the Organisation that duty has been paid or that no duty is due, the Organisation shall have absolute discretion to pay the gratuity subject to the beneficiary furnishing indemnity or surety of two regular employees of the Organisation who are expected to continue in the service of the Organisation for at least five years after the surety bond is executed to the satisfaction of the Organisation in the form and manner prescribed by it.

13. ARRANGMENTS ON WINDING UP OF THE ORGANISATION

Where the Organisation's business is wound up or discontinued, the Board of Directors shall make satisfactory arrangements for the payment of gratuity to the existing eligible employees.

14. PROTECTION OF GRATUITY

No gratuity payable under these Rules shall be liable to attachment in execution of any decree or order of any civil, revenue or criminal court.

15. [.....]¹⁸

16. INTERPRETATION

If any doubt or question arises about the application or interpretation of these Rules, the decision of the Standing Committee of Directors/Board of Directors shall be final and binding.

¹⁸ Deleted vide O.O.Admn/629/91 dated 23.9.91

SCHEDULE-I**Amended vide O.O.No. Admn.629/91 dt. 23-9-91 w.e.f. 1.1.86****SCHEDULE-I**Regular eligible employees who are not covered under the payment of Gratuity Act, 1972 (as amendment approved).

(i) Upon retirement of an eligible employee Gratuity will be equal to 15/26 of a month's emoluments for each completed year of service or part thereof in excess of six months of the members as on date of leaving service subject to a maximum of 16-1/2 month's emoluments or Rs.3.50¹⁹ lakh whichever is less.

Ammnded: Gratuity will be equal to 15/26 of a month's emoluments for each completed year of service or part thereof in excess of six months of the member as on date of leaving service or Rs.3.5 lakh whichever is less.²⁰

(ii) Upon death of eligible employees while in service whether before or after superannuation date irrespective of length of service.

(i) Gratuity will be equal to 15/26 of a month's emoluments for every completed year of service or part thereof in excess of 6 months or Rs.3.5 lakh whichever is less.

Ammended (i) 15/26 of emoluments last drawn for completed half year of qualifying service. The amount of death gratuity shall in no case exceed Rs.3.5 lakhs.²¹

OR

(ii)(a) During the 1st year of service 2 months emoluments

(b) After one year but before 5 years service 6 months emoluments

(c) [After completion of 5 years but before 20 years of service 12 months emoluments

(d) Service of 20 years or more.]²² Half a months emoluments for completed half year of qualifying service subject to a maximum of 33 times the emoluments provided the amount of death gratuity shall in no case exceed 3.5 lakh.²³

(Whichever is higher out of (i) and (ii) above.)

¹⁹ O.O.Admn/995/97 dated 18.11.97 (w.e.f. 24.9.97)

²⁰ O.O.Admn/1039/2003 dated 6.10.2003

²¹ O.O.Admn/1039/2003 dated 6.10.2003 and the words "Subject to a maximum of 16-1/2 months emoluments" stands deleted.

²² Corrigendum Dated 18.12.91 & O.O.Admn/629/91 dated 23.09.91

²³ O.O.Admn/629/91 dated 23.9.91 and Admn./995/97 dated 18.11.97 (w.e.f. 24.9.97)

(iii) Upon resignation from service by the eligible employee irrespective of the length of service; but with a minimum of 5 years of continuous service.

Gratuity will be equal to 15/26 of a months' emoluments for each completed year of service or part thereof in excess of six months of the member as on date of leaving service subject to a maximum of 16-1/2 months emoluments or Rs. 3.5 lakh whichever is less

Amended: The words "Subject to a maximum of 16-1/2 months emoluments" stands deleted.²⁴

Note: The revised ceiling will be effective w.e.f. 24.5.94.

The right of an employee to receive better term of gratuity under any award or agreement or contract with the employer shall not be affected.²⁵

(Amended vide. O.O.no.2364/09 dt.1.9.2009 File No.5-ITPO(4)/E.I./99

The maximum ceiling of Gratuity under the ITPO Employees' Death-cum -Retirement Gratuity Rules 1979, has been enhanced from Rs.3.5 lakhs to Rs.10 lakhs w.e.f. 1.1.2007.

Added para vide O.O.No.Admn./1117/2014 dated 22.10.2014 File No.-5-ITPO(4)/E.I./99

"Payment of Gratuity if not paid within 30 days from the date it became due, the employee is entitled to statutory interest. Also late submission of application by the employee for payment of gratuity cannot be a justifiable ground for payment of interest by the employer.

It is clarified that the principal amount would carry interest at the rate prescribed by the Act/Rules and in accordance with the provision of the Act the petitioner Company shall be liable to pay interest in accordance with the provision of the Rules under the Act i.e. at simple rate of 10% for the period for which delay in payment is caused."

²⁴ O.O.Admn/1039/2003 dated 6.10.2003

²⁵ Added Para vide O.O. O.O.Admn/1039/2003 dated 6.10.2003

FORM-A
(See Rule No. 5.2. of the Rules)
FORM OF AGREEMENT

I hereby declare that I have read the ITPO Employees Deat-Cum-Retirement Gratuity Rules, 1979 and that I agree to be bound by the said Rules and by any subsequent additions and/or alterations, if any to ____ from time to time made in pursuance of the Rules of the Fund.

(Signature)
Date: _____

1. Name _____
(Surname) (First Name) (Middle Name)
2. Age _____ Years _____ Months
3. Date of Birth _____ Day _____ Month _____ Year
4. Religion _____
5. Sex (Male/Female) _____
6. Father's/Guardians Name _____
7. Marital Status (Unmarried/Married) _____
8. Husband's/Wife's Name _____
9. Identification of mark _____
10. Division/Office in which working _____
11. Designation _____
12. Staff member _____
13. Date of Appointment _____ Day _____ Month _____ Year
14. Permanent Address _____

15. Present Address _____

Tel. No. _____
Place _____

Signature/Thumb Impression
of the employee

Certified that the above declaration has been executed by _____
employed as _____ before me after he had read the entries.

Place : _____
Date : _____
Signature of the
Controlling Officer

FORM-B
(Rule No.1 of the Rules)
NOMINATION

To,
Manager (Admn.),
India Trade Promotion Organisation,
New Delhi

Sir,

I, (Shri/Smt./Kumari) _____ of _____ hereby nominate the person(s) in my nomination for C.P.Fund to receive the gratuity payable after my death as also the gratuity standing to my credit in the event of my death before the amount has become payable, or having become payable has not been paid and direct that the said amount of gratuity shall be paid in proportion indicated against the name(s) of the nominee(s) indicated by me in the aforesaid nomination for C.P.Fund.

2. I hereby certify that the person(s) mentioned is/are a member(s) of my family within the meaning of Rule 2.10 of the Rules.

3. I hereby declare that I have no family within the meaning Rule 2.10 of Rules.

4. a. My father/mother/parents is/are not dependent on me.
b. My husband's father/mother/parents is/are not dependent on my husband.

5. I have excluded my husband from the family by a notice dated _____ to the Manager (Admn.) in accordance with proviso to Rule 2.10 and nomination made hereunder invalidates my previous nomination.

NOMINEE(S)

S.No.	Name in full with full address of nominee(s)	Relationship with the employee	Age of the nominee	Proportion by which the gratuity will be shared.
	1	2	3	4
1.				
2.				
3.				
4.				
5.				

Place : _____

Date : _____

Signature/thump impression of the employee

Declaration by Witness

The foregoing nomination has been signed/thump impression affixed before me.

1. Name and address in full Signature

2. Name and address in full Signature

FORM-C
(See Rule 5.1 of the Rule)
FRESH NOMINATION

To,
The Manager (Admn.),
India Trade Promotion Organisation,
New Delhi

Sir,

I, Shri/Smt./Kumari _____ of _____
_____ have acquired a family within the meaning of Rule 2.10 of ITPO employees' Death-Cum-Retirement Gratuity Rules, 1979 with effect from the _____(date) in the manner indicated below and therefore nominate fresh person(s) mentioned below to receive the gratuity payable after my death as also the gratuity standing to my credit in the event of my death before that amount has become payable has not been paid and direct that the said amount of gratuity shall be paid in proportion indicated against the name(s) of the nominee(s).

2. I hereby certify that the person(s) nominated is/ are member(s) of my family within the meaning of Rule 2.10 of the Rules.

3. (a) My father/mother/parents/is/are not dependent on me.

(b) My husband's father/mother/parents is/are not dependent on my husband.

4. I have excluded my husband from the family by a notice dated _____ to the Manager (Admn.) in accordance with proviso to Rule 2.10 and nomination made hereunder invalidates my previous nomination.

NOMINEE(S)

S.No.	Name in full with full address of nominee(s)	Relationship with the employee	Age of the nominee	Proportion by which the gratuity will be shared.
	1	2	3	4
1.				
2.				
3.				
4.				
5.				

Declaration by witness

Signature of the employee.

Nomination signed/thump-impression before me

Name and address in full of

1. _____
2. _____

Signature of Witness

1. _____
2. _____

Place : _____

Date : _____

Certificate by the Controlling Officer

Certified that the particulars of the above nomination have been varified.

Date: _____

Place: _____

Signature of the Controlling Officer

Acknowledgement by the Manager (Admn.)

The above nomination has been recorded.

Signature of the C.E.O.

Date: _____

Place : _____

Note: 1. Strike out the words and/or paragraphs not applicable.

2. C.E.O. will send the duplicate copy of this form daily acknowledged to the employee.

FORM-D
(See Rule 5.1 of the Rules)

To,
The Manager (Admn.),
India Trade Promotion Organisation,
Pragati Maidan,
New Delhi.

Sir,
I, Shri/Smt./Kumari _____ of _____
hereby give notice that the nomination filed by me on _____ (date) and
recorded under your reference _____ dated
_____ shall stand modified in the following manner.

(Here give details of the modifications intended)

Signature/Thumb-impression of the employee

Place : _____

Date : _____

Declaration by Witnesses

Modification of nomination signed/thump impression before me

Name in full and address

1. _____

2. _____

Signature of Witnesses

1. _____

2. _____

Place : _____

Date : _____

Certificate by the Controlling Officer

Certified that the modifications mentioned above have been verified.

Date : _____

Place : _____

Signature of the Controlling Officer

Certificate by the C.E.O.

Certified that the above modifications have been recorded.

Signature of C.E.O.

Date : _____

Place : _____

Note : 1. Strike out the words not applicable.

2. C.E.O. will send the duplicate copy of this form duly acknowledged to the employee.

FORM-E
(See Rule 8.1. of the Rules)
APPLICATION FOR GRATUITY BY AN EMPLOYEE

To,

The Manager (Admn.),
India Trade Promotion Organisation,
Pragati Maidan,
New Delhi- 110 001

Sir,

I hereby apply for payment of gratuity to which I am entitled under the ITPO Employees Death-cum-Retirement Rules, 1979 on account of my superannuation/ retirement/ resignation after completion of not less than five years of continuous service total disablement due to accident/ total disablement due to disease with effect from _____ Necessary particulars relating to my appointment in the Organisation are given in the statement below :-

1. Name in full _____
2. Address in full _____
3. Department/Branch/ Section _____
where last employed.
4. Post held _____
5. Date of Appointment _____ Day _____ Month _____ Year
6. Date and cause of termination of service _____
7. Total period of service _____
8. Amount of wages last drawn _____
9. Amount of gratuity claimed. _____

II. I was rendered totally disabled as a result of (here give the details of the nature of disease or accident).

The evidence/ witnesses in support of my total disablement are as follows:

III. Payment may please be made in cash/open or crossed bank cheque/Demand Draft.

IV. As the amount of gratuity payable is less than Rs. 1,000/- (Rupees one thousand only) I shall request you to arrange for payment of the sum due to me by postal Money Order at the address mentioned above after deducting postal money order commission therefrom.

Yours faithfully,

Signature Thumb-impression of the applicant employee

Place :

Date :

Note: 1. Strike out the words or paragraphs not applicable

I have excluded by husband from my family be a notice dated the _____
to the Manager (Admn.), India Trade Promotion Organisation in terms of Rule No. 2 of the
ITPO Employee Death-Cum-Retirement Gratuity Rules, 1979.

Nominee(s)			
Name in full with full address of Nominee(s)	Relationship with the employee	Age of nominee	Proportion by which the gratuity will be shared.
1.	2.	3.	4.
1.			
2.			
3.			
4.			
5.			
so on			

Place : _____

Signature and Thumb impression of the employee

Place :

Date:

Declaration by witnesses

Fresh nomination/ signed/
thumb impressed before me

Signature of witness

1. _____

2. _____

Name in full and full address of witness.

1. _____

2. _____

Date :

Place :

Certified that the particulars of the above nomination have been verified.

Signature of the Controlling Officer

Date:

Place:

ACKNOWLEDGEMENT BY THE C.E.O.

The above nomination has been recorded.

Signature of the C.E.O.

Date :

Place:

Note : 1. Strike out the words and paragraphs not applicable.

2. C.E.O. will send the duplicate copy of this form duly acknowledged to the employee.

FORM-F
(See Rule 8.2. of the Rules)
APPLICATION FOR GRATUITY BY A NOMINEE

To,

The Manager (Admn.),
India Trade Promotion Organisation,
Pragati Maidan,
New Delhi.

Sir,

I hereby apply for payment of gratuity to which I am entitled under Rule 8.2 of the ITPO Employees Death-Cum-Retirement Gratuity Rules, 1979 as a nominee of late Shri/Smt./Kumari _____ who was an employee of ITPO and died on the _____. The gratuity is payable on account of the death of the aforesaid employee while in service/ superannuation of the aforesaid employee on _____/ Retirement or resignation of the aforesaid employee on _____ after completion of _____ year of service/ total disablement of the aforesaid employee due to accident or decease while in service with effect from _____. Necessary particulars relating to my claim are given in the statement below :

1. Name of applicant nominee _____
2. Address in full of the applicant nominee _____
3. Martial status of the applicant nominee (Unmarried/Married, Widow/Widower)
4. Reference No. of recorded nomination available _____
5. Name in full of the employee _____
6. Department/Branch/Section where last employed _____
7. Post last held _____
8. Date of appointment of the employee _____
9. Date and cause of termination of service of the employee _____
10. Date of death and evidence/witness as proof of death of the employee _____
11. Total period of service of the employee _____
12. Amount of wages last drawn by the employee _____
13. Total gratuity payable to the employee _____
14. Share of gratuity claimed _____

I declare that the particulars mentioned in the above statement are true and correct to the best of my knowledge and belief.

Payment may please be made by crossed bank cheque/Demand Draft.

As the amount payable is less than Rs. 2,000 (Rupees two thousand only) I shall request you to arrange for payment of the sum due to me by postal Money order at the address mentioned above after deducting postal money order commission there form.

Yours faithfully,

Place :

Date:

Signature/thump impression of the applicant nominee

FORM-G
(See Rule 8.2 of the Rules)
APPLICATION FOR GRATUITY BY A LEGAL HEIR

To,

Manager (Admn.),
India Trade Promotion Organisation,
Pragati Maidan, New Delhi.

Sir,

I hereby apply for payment of gratuity to which Retirement Gratuity rules, 1979 as a legal heir of late Shri/Smt./Kumari _____ who was an employee of ITPO and died on the _____ without making any nomination. The gratuity is payable on account of the death of aforesaid employee while in service/superannuation of the employee of the _____ retirement or resignation of the aforesaid employee on the _____ after of service/ total disablement of the aforesaid employee due to accident or disease while in service with effect from the Necessary particulars relating to my claim are given in the statement below :

1. Name of applicant legal heir _____
2. Address in full of applicant legal heir _____
3. Martial status of the applicant legal heir _____
(unmarried/married/widow/widower)
4. Name in full of the employee _____
5. Relationship of the applicant with the employee _____
6. Department/Branch/Section where the employee last worked. _____
7. Post last held by the employee _____
8. Date of appointment of the employee _____
9. Date and cause of termination of service of the employee (death or otherwise) _____
10. Date of death of the employee and evidence/witness in support thereof. _____
11. Total period of service of the employee _____
12. Amount of wages last drawn by the employee _____
13. Total gratuity payable to the employee. _____
14. Percentage of the gratuity claimed. _____

15. Basis of the claim and evidence/ witness in support thereof. _____
16. I declare that the particulars mentioned in the above statement are true and correct to the best of my knowledge and belief. _____
17. Payment may please be made by crossed bank cheque/ demand draft. _____
18. As the amount payable is less than Rs. 2,000/- (Rupees Two Thousand only) I shall request you to arrange for payment of the sum due to me by postal money order at the address mentioned above after deducting postal money order commission therefrom.

Yours faithfully,

Signature/Thumb impression of the applicant legal heir

Place :

Date :