



Rajasthan State Mines & Minerals Limited

(A Government of Rajasthan Enterprise)

RSMML SERVICE RULES, 1975 (For Officers)

(Amended up-to 01.10.2004)

Preamble

WHEREAS it is necessary to define the terms and conditions of appointment and service of the staff of the Rajasthan State Mines & Minerals Limited (hereinafter called the Company) and to provide for their duties, leave and remuneration etc;

AND WHEREAS it is also expedient to consolidate the existing rules/instructions in this behalf;

The Board of Directors of the Company hereby make the following rules to govern the conditions of service of employees of the Company except to the extent specified herein.

Short Title and Commencement

1. These rules may be called "The Rajasthan State Mines & Minerals Limited Service Rules, 1975". They shall come into force at once and all rules in force prior to this date shall stand abrogated.

Application

2. Unless otherwise expressly provided, these rules apply to all employees including retired employees and those who have resigned from the services of the company other than the following : (*amended in 316th B/M dated 29.6.1999*)
 - a) persons employed on purely part time basis ;
 - b) persons employed on contract to the extent that the terms and provisions of such contracts are inconsistent with these rules;
 - c) persons on deputation from the Government of Rajasthan or from the Government of India or any other statutory body or Company, governed by the terms and conditions of deputation, as agreed to between the Company and the lending organization;
 - d) workers covered under the Factories Act, 1948 and Mines Act , 1952 governed by Standing Orders framed under the Industrial Employment Standing Orders Act, 1946; and
 - e) any person or class of persons employed in connection with the affairs of the Company specifically exempted

from the application of these rules.

**Amendment
and
Interpretation**

- 3 The Board of Directors reserves to themselves the right to relax, amend, alter, interpret, vary, modify, rescind or add to these rules or any supplementary rules in connection with these rules without previous notice of intention to do so and the right to give effect thereto from any date which it may deem fit; provided that if a rule or orders, which affect any employee(s) adversely is to be given retrospective effect, suitable protection shall be given to such employee(s). The decision of the Board shall be binding on the employee(s).

**Delegation of
Powers**

- 4 The Board of Directors may confer on the Managing Director or any other officer any of its powers in these rules by resolution subject to the Companies Act, 1956 and Memorandum & Articles of Association of the Company. The Managing Director may with the approval of the Board confer on any officer of the Company any of his powers including his delegated powers by written authorisation. Delegated powers shall be exercised subject to such conditions and limits as may be prescribed, in the resolution or authorisation by the Board.

Nothing contained in these rules shall have the effect of altering the provisions of any special law for the time being in force.

Definitions

- 5 In these Rules, unless there is anything repugnant in the subject or context:-
- i) "Board" means the Board of Directors of the Company.
 - ii) "competent authority" in relation to exercise of any powers means the Board or any other authority to which the power is delegated by the Board.
 - iii) "cadre" means the strength of a service or part of a service sanctioned as a separate unit.
 - iv) "compensatory allowance" means an allowance granted to meet personal expenditure necessitated by special circumstances in which duty is performed.
 - v) "duty period" means the time spent by an employee in the discharge of duties entrusted to him by the Company and includes:-
 - a) service rendered as probationer or apprentice, provided such service is followed by confirmation;
 - b) time spent in any training or course of study sponsored or approved by the Company;
 - c) the period of compulsory waiting by an employee

returning from leave or after handing over charge of a post for posting on another post;

- d) reasonable period spent on journey to and from place of examination and the period spent in attending an obligatory examination or an optional examination at which the employee is permitted to appear by the competent authority; and
 - e) joining time.
- vi) "establishment" means any office, mines, factory, plant or godown or any other premises belonging to or occupied or used by the Company.
- vii) "family" means the employee, his wife (not more than one) or her husband wholly dependent on her, children, and parents residing with and wholly dependent upon him.
- Note: An employee's daughters or stepdaughters whose marriage has been performed shall not be regarded as wholly dependent upon him.*
- viii) "first appointment" means the appointment of a person who at the time of appointment is not holding any post under the Company even though he may have previously held such a post.
- ix) "Foreign service" means service in which an employee receives pay, with the sanction of the Board, from a source other than from the funds of the Company.
- x) "Honorarium" means a recurring or non-recurring payment granted from the funds of the Company to any employee or person as remuneration for special work of occasional or intermittent nature not regarded as part of normal duty of the employee or person concerned.
- xi) "joining time" means the time allowed to an employee in which to join a new post and/or to travel to the station of his new posting reckoned from the time he is relieved to the time he reports on duty subject to the limits of joining time provided in these rules.
- xii) "leave" includes privilege leave, maternity leave, study leave, leave without pay, sick leave, quarantine leave and accident leave.
- xiii) "lien" means title of an employee to hold a permanent post and the right to resume on return to duty after a period or periods of absence.

- xiv) "leave sanctioning authority" means the officer authorised in this behalf by the Management.
- xv) "management" means the Board or any other officer or officers authorised by the Board to work as competent authority under these rules in different establishments of the Company.
- xvi) "month" means a calendar month. A period expressed in terms of months and days is first calculated by complete calendar months, irrespective of the number of days in each and the odd number of days calculated subsequently.
- xvii) "office" includes headquarters office, unit office or any other premises being used as office that the Company may establish anywhere in India or elsewhere.
- xviii) "officiate" means performance of duties by an employee on a post on which another employee holds lien.
- xix) "probationer" means an employee provisionally employed to fill a permanent vacancy or post and not confirmed in writing as a permanent employee.
- xx) "pay" means the amount of money to which an employee is entitled to and which is drawn by him monthly in respect of the post held by him on a regular basis or in an officiating capacity or ad hoc and includes;
- i) any special pay or personal pay; and
 - ii) any other emoluments especially classed as pay by the Board.
- xxi) "personal pay" means additional pay granted to an employee:
- i) to save him from loss of pay in respect of a permanent post due to revision of pay or reduction in such pay not being a reduction as a disciplinary measure; or
 - ii) in exceptional circumstances provided such grant is in the interest of the Company, the reasons for which are recorded in writing.
- xxii) "permanent employee" means an employee appointed on a permanent basis, such appointment having been confirmed in writing by the Company.
- xxiii) "special pay" means an addition in the nature of pay attached to a post granted to an employee in consideration

of:

- a) the specially arduous nature of duties;
 - b) the specific addition to the work of responsibility;
- xxiv) "trainee/apprentice" means a learner whether paid an allowance/honorarium/stipend or not during the period of his training/apprenticeship.
- xxv) "temporary employee" means an employee appointed for a limited period which may be extended from time to time.
- xxvi) "time scale of pay" means pay which raises by periodical increments from a minimum to a maximum.
- xxvii) "transfer" means the movement of an employee from one headquarter station of posting to another such station to take up the duties of a new or the same post.

Notes:

- a) Words used in these rules denoting the masculine gender shall also include the feminine gender.
- b) Words used in these rules denoting the singular number shall imply the plural number wherever relevant and vice-versa.

Words and phrases not defined above will in case of doubt have the same meaning as given to them from time to time by the Board.

General conditions of employment

- 6 i) A person appointed in the service of the Company may be employed in any manner and the whole of his time would be at the disposal of the Company without any claim.
- ii) Every employee of the Company, except an employee who has been specifically engaged as a part time employee, shall not permit himself to be employed for gain or reward elsewhere nor carry on any business or profession of his own.
- iii) Every employee shall serve the Company in such capacity and at such places as he may from time to time be directed. Every employee shall conform to and abide by these rules and to directions, executive and administrative orders given to him from time to time by persons having jurisdiction, superintendence or control over the employee at the relevant time.
- iv) Every employee shall maintain secrecy regarding the affairs of the Company and of its clients and shall not

disclose or divulge, directly or indirectly, any information of confidential nature to any other person, including another employee of the Company, unless required to do so in the discharge of his duties or unless obliged to do so by a judicial or other competent authority.

- v) No employee shall become or remain Director of another Company or partner in a firm without the permission in writing of the management.
- vi) No trainee or apprentice shall be entitled to claim permanent employment with the Company or the privileges and benefits thereof as a matter of right on the ground that he has been a trainee or apprentice with the Company for a period of time.
- vii) An employee shall neither be appointed to hold two or more posts, except as a temporary measure, nor be appointed permanently to a post on which another employee holds a lien.

Age on appointment

- 7 a) The minimum and maximum age of entry into the service of the Company shall be 18 to 40 years respectively. The competent authority may, however, relax the age of entry in individual cases or in the case of specified posts by special or general orders in the interest of the Company.
- b) The age of person shall be computed from the date of birth of an employee who shall be required to produce authentic proof thereof at the time of his employment. The following may be accepted as proof in that order:
 - i) date of birth given in the High School/Higher Secondary Certificate;
 - ii) date of birth given in the Municipal birth certificate.
- c) When an employee is required to retire on attaining a specified age, the day on which he attains that age is reckoned as non-working day and he must retire with effect from and including that day.

Certificate of health

- 8 Save in the case of persons appointed for a period of 3 months or less, no person shall be appointed to a post in the Company without a certificate of health from an authorised medical officer. This certificate must be produced at the time of joining duty on first appointment.

Bar of appointment

- 9 No persons shall be eligible for appointment, who has previously been dismissed, removed or compulsorily retired from the service of the Company or from a department of the

Central Government or any State Government or from any Public Sector Undertaking.

- 10 No person shall be eligible for appointment who has been convicted in a court of law for any offense involving moral turpitude.
- 11 A person who has more than one spouse living or who, having a spouse living, marries again and such marriage is void by reason of its taking place during the life-time of such spouse, shall be in-eligible for appointment to or continued in employment on any post under the Company.

Probation

- 12 Persons recruited direct to any post and employees promoted from one post to any higher post shall be placed on probation for a period of **one year** from the date of appointment which may be extended upto six months at the discretion of the competent authority. The officer promoted to a higher post may be reverted and the services of the persons recruited directly may be terminated under the orders of the competent authority without notice or assigning any reason therefor during or at the expiry of the probationary period, if not found suitable. Orders for confirmation will be issued as soon as possible within a period of six months of the expiry of the probation period. However, the period of probation could be extended by order in writing by the competent authority.

**Acquisition
retention and
termination of
lien**

- 13 a) An employee on appointment to a permanent post acquires a lien on that post and ceases to hold lien previously acquired on any other permanent post
- b) An employee holding a permanent post shall retain his lien on that post
- i) while performing duties of that posts
 - ii) while on foreign service, deputation, or holding temporary post or officiating in another post
 - iii) during joining time on transfer to another post unless he is transferred to a post on lower pay in which case the lien is transferred to lower pay in which case the lien is transferred to the new post from the date on which he is relieved of his duties in the old post
 - iv) while on leave; and
 - v) while under suspension
- c) An employee's lien on a post will stand terminated on his

acquiring lien on another permanent post

Grant of lien on foreign assignment 13A¹ Lien of an employee whose application has been forwarded for registration of his name with the Foreign Assignment Section of the Deptt. of Personnel & Administrative Reforms, Government of India and who is selected for such assignment shall stand terminated from the date from which he is relieved from the services of the Company. An employee, who has put in more than 10 years service in the Company shall, however be allowed to retain his lien on the post for a period of two years provided he furnishes a bond to serve the Company for a period of three years on return from foreign assignment or in default thereof pay a sum of Rs 10,000/-

Note - Whether or not a particular application for registration of name for foreign assignment should be forwarded shall be decided by Managing Director

Condition for drawing pay and allowances 14 (1) Pay and Allowances of an employee begin when he takes charge of the post in respect of which they are earned and cease to be drawn, except in case of authorised leave, as soon as he ceases to discharge the duties of the post

(2) Pay and allowances shall be drawn from the date of assuming duties if charge is transferred before noon of that date otherwise from the following day

Charge of office 15 Except for special reasons, to be recorded by the competent authority, the charge of an office should be made over at the headquarters, both the relieving and relieved employee being present

Obligation upon a trainee 16 a) If an employee or an apprentice is required to undergo training at the expense of the Company for six months or more such employee/apprentice may be required, to execute a bond to serve the Company for a period upto 3 years after completion of training

b) If such an employee/apprentice resigns or takes some other employment within the period specified in the bond, he shall have to refund to the Company the pay and allowances paid to him during the period of training together with other expenses incurred on such training

c) The competent authority may at its discretion require a person appointed direct to a permanent post, to execute a bond to serve the Company for such period as may be specified, and in that case if the employee resigns or takes

¹ Amended in 195th Board meeting

some other employment within the period specified in the bond, he shall have to refund to the Company the pay and allowances received by him during the period of his employment in the Company

- d) The Board, may in suitable cases, waive the condition of refund of pay and allowances and expenses which may be refundable in terms of sub clause (b) and (c) above

Transfer

- 17 Notwithstanding the department or establishment of the Company in which originally appointed, an employee will be liable to be transferred anywhere in India to any other department or establishment of the Company whether in existence on the date of his employment or coming into existence at any time thereafter

Provided that on such transfer the employee shall be governed by the rules and regulations operating in the establishment to which he is transferred and such transfer does not cause any prejudice or loss to his total emoluments as comprising basic pay in the scale of pay and dearness allowance only

Provided further that refusal to comply with such transfer order shall be deemed to be an act of disobedience liable to disciplinary action.

Hours of work

- 18 The duration of the weekly working time as well as the beginning and end of weekly time and intervals shall be fixed by the management, according to the requirements of the Company from time to time for each of its establishment

Period of notice for termination of service

- 19 i) Unless employment is contracted for a specified period for a specific job, the employee will be entitled to the following notices, according to category, for termination of services;

a) Permanent 90 days

b) Probationer

Temporary

Casual

Part-time/Trainee

Apprentice

Without notice

Provided that the Company would have the right to terminate service without notice or on a shorter period of notice than that specified above in which case pay and allowances in lieu for the balance of the notice period shall be admissible to the employee

Notice of Resignation

- (ii) An employee wishing to resign would give the Company the same notice as the Company is required to do in sub-rule(i)

Provided that when an employee gives notice of resignation the management shall be entitled to accept it with immediate effect or from any time before the expiry of the notice period

Provided further that the competent authority shall be at liberty to refuse to accept any resignation of an employee in case any disciplinary proceedings are pending or are likely to be initiated against him.

Terminal leave concessions

In the event of termination of service of an employee the employee shall be entitled to be paid an amount equal to the salary for the period of unavailed privilege leave and also proportionate leave upto the date of termination to his credit In case of resignation the employee shall be paid the salary for the accumulated privilege leave to his credit In the case of death of an employee, the salary for the period of privilege leave and proportionate leave as above shall be paid to his legal heirs.

(Amendment vide O.O. No. RSMM/HO/Pers/9(44)/86-697 dated 26.12.1986 - "The proportionate privilege leave earned by an employee in the year of his/her retirement on superannuation/ resignation/death etc. (1st January to the last working day) shall be credited to his/her earned leave account and he/she shall be entitled to avail/encash the privilege leave so earned subject to the condition that the maximum leave that can be availed/encashed would not exceed the accumulation limits, prescribed under the Rules. This order shall be effective from 1st January, 1986).

Age of compulsory retirement

20²

- (i) The age of superannuation of an officer will be the afternoon of the last day of the month in which he attains the age of 58 years. (*Amended Office Order no.351 dated 06/07/98 from 58 to 60 years & Office Order no.1087 dated 23/01/99 from 60 to 58 years*).
- (ii) He may be further retained in the service after the age of 58 years with the sanction of the Board in the interest of the Company, which must be recorded in writing, but shall not be retained after the age of 60 years except in very special

² Amended in the 312th meeting of the Board held on 2.9.98

circumstances.

(iii) Provided further that an Officer whose date of birth is the first of a month shall retire on the afternoon of the last day of the preceeding month.

³At any time, after an employee has completed 15 years service or has attained the age of 50 years, whichever is earlier, the appointing authority, upon having been satisfied that the concerned employee has on account of his indolence or doubtful integrity or incompetence to discharge official duties or inefficient in due performance of official duties, may require the concerned employee of the company to retire in the interest of the Company. In case of such retirement, the employee shall be entitled to all the retiring benefits.

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| Creation of post and prescription of pay scale | 21 | Consistent with the requirements of the Company, the Board or the competent authority may create posts from time to time and prescribe time scale of pay for each post and class of posts. |
| Fixation of pay on first appointment | 22 | The pay of an employee on first appointment to a post in service of the Company shall be fixed at the minimum of the time scale applicable to the post, or where the post is on a fixed pay, such fixed pay -

Provided that the competent authority may in its discretion fix the pay on first appointment at a higher stage in the time scale of the post by giving such number of advance increments as it may think proper subject to maximum of 5 increments ⁴ |
| Fixation of pay on promotion to a higher post | 23 | When an employee is promoted to a higher post other than officiating arrangement, his initial pay in the time scale of the higher post shall be fixed at the stage next above the pay notionally arrived at by increasing the actual pay drawn by him in the lower post by one increment. The promotion shall not affect the normal date of increment provided the benefit in the pay is not more than the sum of one increment in the lower scale and one increment in the higher scale. Where, however, the date of increment of a junior employee happens to fall earlier than the senior employee on account of fixation on promotion the date of increment of the senior employee shall be advanced to the date on which the junior employee earns his increment.

In case the benefit of pay on promotion is more than the sum of one increment in the lower scale and one increment in the higher scale, the next increment shall be granted after |

³ inserted vide 322nd Board Meeting held on 2.9.2000.(w.e.f. 2.9.2000).

⁴ Add in 169th Board Meeting held on 17.3.76.

incremental period as laid down in Rule 27

Fixation of pay of an employee on selection to a higher post through open recruitment.

23 A Where an employee holding a post in a substantive temporary or officiating capacity is selected through open recruitment for appointment to another post carrying duties and responsibilities of greater importance than those attaching to the post held by him, his initial pay in the time scale of higher post be fixed at the stage next above the pay notionally arrived at by increasing his pay drawn by him in the lower post by one increment or at the minimum of the scale of higher post, whichever is beneficial to him.⁵

23 B⁶ If an existing executive is selected for appointment to a higher post by open recruitment and his basic pay is fixed under above Rule 23A and if due to such fixation a senior executive holding higher basic pay, starts getting lower basic pay even while holding higher/equal post in the same cadre/discipline, the basic pay of such senior executive will be stepped up to a level of the basic pay of junior executive. In case there is no such equal stage of basic pay in the pay scale of such executive, then to the next higher stage of basic pay in the pay scale of the senior executive.

Further, in case the date of next annual grade increment of the junior executive is falling earlier than that of senior executive then in order to avoid further anomaly, the date of annual grade increment of the senior executive will be advanced to the date on which the junior executive earns his annual increment.

This will be subject to the following:-

The junior executive and the senior executive have been working in the same cadre/discipline.

There is no dispute about inter se-seniority of junior and senior executive and the seniority is not provisional.

Before arising of such an anomaly the basic pay of the senior executive was higher than that of the junior executive

Such anomaly has arisen only on account of fixation of the basic pay of the junior executive in the higher post by application of above Rule 23A.

Fixation of pay on regradation

24 When the scale of a permanent/temporary/ officiating employee is lowered due to revision of pay scale, his pay shall

⁵ Added in 226th Board Meeting held on 30.09.83 (w.e.f. 1.9.82)

⁶ Added in 283RD Board Meeting held on 17.12.92

be fixed at the stage equal to his last pay on the old post or, if there is no such stage, the stage next below that and the difference shall be allowed as personal pay to be adjusted in future increment, the date of increment shall remain unchanged

**Fixation of pay
in revised grade**

- 25 i) Where pay of a post is changed or revised, an employee holding the post shall be fixed in the new pay scale in accordance with orders, if any issued in this respect along with the orders for revision of pay scales
- ii) The employee shall have the option to retain the old pay till the next date of increment
- iii) The change or revision of pay scale shall not affect the normal date of increment provided the benefit in the pay is not more than two increments in the existing scale. Where, however, the date of increment of a junior employee happens to fall earlier than the senior employee on account of fixation in the revised pay scale, the date of increment of the senior employee will be advanced to the date on which the junior employee earns his increment.

In case the benefit of fixation of pay in the revised pay scale is more than two increments, the next increment in the revised scale shall be granted after full increment period as laid down in Rule 27.

**Accrual and
drawal of
increment**

- 26 An increment accruing on a time scale of pay shall ordinarily be drawn as a matter of course unless withheld by authority empowered to do so.

**Date of
increment**

- 27 The annual grade increment on a time scale of pay will accrue on the anniversary of the date of appointment or the date of last increment as the case may be subject to the provision of rule 29, provided that in case the period of probation is extended beyond that prescribed under Rule 12, the date of drawal of first increment shall be shifted by the number of days equal to the period of extension. However, financial benefit will be given from first day of the month in which the increment falls due⁷

**Regulation of
increment**

- 28 Conditions on which service may be counted for increments on a time scale shall be as under:
- a) all duty in a post on the time scale of pay;
- b) service in another post

⁷ amended in 169th Board meeting held on 17.3.76

- c) foreign service and all leave other than leave without pay counts for increments on the time scale applicable to the post on which the employee holds lien
- d) period spent on leave without pay in case the competent authority is satisfied that such leave was taken on account of illness or caused beyond the control of an employee or for prosecuting higher scientific and technical studies
- e) if the employee holding a temporary post or officiating on a post on a time scale of pay is appointed to hold higher temporary post or to officiate higher post his officiating or temporary service on the higher post; and
- f) joining time except in case of transfer from lower to higher post; provided that on subsequent reversion; if any, this period shall count for increments on the time scale of the lower post
- Shifting of date of increment** 29 If an employee is absent or is on leave without pay his date of increment shall shift by the period he remained absent or was on leave without pay subject to Rule 28 (d) The date so arrived at shall be the date for fixation of increment under Rule 27.
- Grant of special pay for additional charge** 30 Substituted as under : (vide Board Meeting No.311 dtd.27.6.98)
- “ Where an employee is appointed to hold charge of a vacant post in addition to his own duties, the competent authority may sanction a special pay of 3% of his pay for holding additional charge for more than 30 days and upto 60 days or and 6% of pay for more than 60 days and upto 180 days. No special pay shall be granted for a period less than 30 days and for more than 180 ”.
- Provided that such special pay shall be admissible only when the addl. charge involves assumption of duties and responsibilities, which, in the opinion of the competent authority, are of equal or greater responsibilities than that of his own post.
- 31 Deleted.
- Permission to undertake work and acceptance of fee** 32 An employee may undertake work of a Government or private or public body and accept a fee therefore with the specific sanction of the competent authority provided that the work can be undertaken without detriment of his official duties.
- Grant of honorarium** 33 The competent authority may grant honorarium to an

employee for work of occasional, intermittent character or special merit for reasons to be recorded in writing

Note: Grant of honoraria is not justified if there is temporary increase in work, which can be regarded as part of the legitimate duties of an employee.

Proceeds from sale of books etc

34 An employee may receive award in public competition or income derived from literary, cultural or artistic efforts or sale of book written by him with the aid of the knowledge acquired by him during the course of service under the Company, provided it is certified by the competent authority that such book is not a mere compilation of the Company's rules, regulations or procedures.

Kinds of leave

35 Employees shall be eligible for the following kinds of leave:

- a) Casual Leave
- b) Privilege Leave
- c) Sick Leave
- d) Maternity Leave
- e) Leave without pay
- f) Quarantine Leave
- g) Accident Leave
- h) Study Leave

General conditions for grant of leave

36 The following general principles shall govern the grant of leave to employees:-

- i) Leave can not be claimed as a matter of right When the exigencies of service so require, the discretion to refuse, postpone, curtail or revoke leave of any description or to recall to duty any employee already on leave is reserved to the authority competent to grant it.
- ii) Subject to provisions of rule 19 (iii) all leave lapses on the cessation of the employee's service in the Company.
- iii) An employee on leave shall not take up any other service or accept any employment.
- iv) Leave shall not be availed without prior sanction of the competent authority. An employee compelled to absent himself from duty without prior sanction on account of unforeseen circumstances shall apply within ten days of his doing so at the earliest possible opportunity for

sanction of leave.

- v) An employee is expected to avail himself of the leave granted fully before resuming duty and may not return to duty before the expiry of the leave sanctioned to him, other than casual leave, except with the permission of the competent authority.
- vi) An employee remaining absent after the expiry of his leave shall not be entitled to any leave salary for the period of such absence; the period of over stay being treated as leave without pay unless otherwise directed by competent authority.
- vii) Leave may be prefixed and/or suffixed to a holiday but holidays intervening during the period of leave shall, except in the case of casual leave, count as part of leave.
- viii) Any kind of leave, other than casual leave, may be granted in combination with or in continuation of any other kind of leave.
- ix) An employee before proceeding on leave shall intimate to the competent authority his address while on leave and shall keep the said authority informed of any change in the address from time to time.

Casual leave

- 37 a) Employees shall be entitled to 12 days' casual leave in a calendar year. An employee will not ordinarily be permitted to avail of more than 5 days' casual leave at a time but the competent authority may in his discretion relax this condition if the circumstances so warrant. Casual leave un-availed of at the end of the calendar year shall lapse.
- b) A temporary employee or an employee joining service during the course of the year shall be entitled to casual leave proportionate to his length of service in that calendar year, fraction being rounded off to the nearest number.

Privilege Leave

- 38 a) At the expiry of each calendar year of service 30 days' privilege leave shall be credited to an employee's account subject to the condition that he does not remain absent on leave without pay for a period of more than 60 days. In case of first appointment, credit of privilege leave shall be given in proportion of the completed calendar months of service provided he is not absent on leave without pay for a period exceeding one fourth of the period of service. In calculating days, fraction of a day shall be omitted. The

maximum period of privilege leave which can be accumulated by an employee shall be 300⁸ days. Leave upto maximum of 300 days may be sanctioned at any one time, at the discretion of the competent authority.

Provided that when an employee is refused leave at a stage when he has maximum amount of leave accumulated at his credit as prescribed in this rule, he shall be entitled to further accumulation beyond the maximum so prescribed to the extent leave earned during the period from the date of leave initially applied for but refused to the date from which he is sanctioned leave .

- b) An employee will be allowed to encash, once in a block of two calendar years his earned leave due provided such encashment shall not exceed 50% of the total earned leave at his credit subject to the condition that there will be a minimum balance of 15 days leave after availing the encashment benefit⁹ The cash value of the leave payable to the employee on encashment will be the basic pay and the dearness allowance payable to him.

(Kept in abeyance vide Govt. Order No. F.1(4)FD/Rules/98 dated 1.4.2000)

Note: -For the purpose of this Rule, the first block for encashment will be calendar year 1975-76.

Provided that in a situation where a retiring employee applies for leave immediately before his attaining the age of superannuation and the leave applied for is refused in the interest of the Company and the employee does not have any opportunity to avail of the leave earned by him, he shall be entitled to encashment of such leave at the time of retirement.

- c) During the period spent on privilege leave an employee shall draw the same pay and allowance as he was drawing immediately before proceeding on such leave .
- i) An officer of the Company on retirement from service on superannuation shall be paid cash equivalent to leave salary in respect of the period of unutilised privilege leave not exceeding 300¹⁰ days at his credit at the time of retirement.

⁸ Amended in 311th meeting of the Board held on 27.6.98

⁹ Amended in 263rd meeting of the Board held on 24.6.89. (w.e.f. 1.1.89.)

¹⁰ Amended in 311th meeting of the Board held on 27.6.98(w.e.f.1.1.98)

- ii) The cash payment of leave salary admissible under sub-rule (i) above shall be paid on retirement in one lump sum one time settlement.
- iii) The cash payment under this rule shall be equal to leave salary as admissible for privilege leave and dearness allowance admissible on that leave salary the rates in force on the date of retirement. No House Rent Allowance shall be payable on cash payment of leave salary.
- iv) The cash payment for unutilised privilege leave shall be calculated as follows:-

Pay plus dearness allowance admissible on the date of <u>retirement</u>	x	No of days of unavailed P L at credit of the employee on the date of retirement subject to maximum of 300 ¹¹ days
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30

- v) The benefit of cash payment under the rule shall also be admissible to officers who are granted extension in service after attaining the age of superannuation. In such cases the benefit shall be granted on the date of final retirement on the expiry of extension.

Sick leave 39 a) An employee will be eligible for sick leave upto 10 days on full pay in a calendar year on production of a certificate of the authorised Medical Officer. An employee joining service during the course of the year shall be entitled to sick leave proportionate to his length of service in that calendar year, fraction being rounded off to the nearest whole number.

- b)¹² The maximum period of sick leave, which can be accumulated by an executive, shall be 180 days (amended by office order no.385 dt 6.8.2004 w.e.f. 1.8.2004).

Special Leave 39A¹³ An employee who is suffering from Tuberculosis/ Cancer or any other disease which is considered serious and needs prolonged treatment is eligible for Special Leave for 15 days for every completed year of service.

Maternity leave 40 a) A female employee of the Company, who is pregnant, on giving notice to the management in writing that she expect to deliver a child within six weeks from the date of such

¹¹ Amended in 311th meeting of the Board held on 27.6.98(w.e.f.1.1.98)

¹² Added in 268th meeting of the Board held on 29.1.90(w.e.f 1.1.90)

¹³ Added in 212th meeting of the Board held on 15.12. 81 (w.e.f. 1.1.80)

notice shall be permitted, if she so desires to absent herself on maternity leave for a period of 120 days¹⁴ i e 60 days¹⁵ upto and including the day of her delivery and 60 days¹⁶ immediately following the day of delivery.

Provided that the Company may at its option have her medically examined by a lady doctor.

An employee on maternity leave shall draw leave salary equal to the pay and allowance she draws on the day preceding that on which she proceeded on such leave.

No women shall be entitled to maternity leave unless she has actually worked for a period of not less than 160 days in the 12 months preceding the date of her expected delivery.

Note: Maternity leave under this rule may also be granted in case of mis-carriage including abortion subject to the condition that;

- i) leave does not exceed six week immediately following the day of mis-carriage and abortion; and
- ii) the application for leave is supported by a certificate from an authorised medical officer .

Leave without pay

- 41 a) An employee may be granted leave without pay in special circumstances when no other leave is admissible or when other leave being admissible the employee applies for the grant of leave without pay.
- b) The duration of leave without pay shall exceed 3 months on any one occasion; a longer period being admissible subject to such conditions as the management at its discretion may prescribe.

Provided that the total period of leave without pay (including three months admissible under the rules) should not exceed six months where leave without pay is required on account of illness of the employee and where the application of grant of such leave is supported by a medical certificates as required under the rules.

Quarantine Leave

- 42 a) Where an employee is precluded from attending office in consequence of the presence of infectious disease in his house hold, he may be granted quarantine leave a period not exceeding 30 days at a time on a certificate issued by Company's medical officer, Government or Municipal or

¹⁴ Amended in 311th meeting of the Board held on 27.6.98(w.e.f.1.1.98)

¹⁵ Amended in 311th meeting of the Board held on 27.6.98(w.e.f.1.1.98)

¹⁶ Amended in 311th meeting of the Board held on 27.6.98(w.e.f.1.1.98)

Local Public Health Officer. Any leave necessary for quarantine purposes in excess of this period shall be treated as privilege leave or where an employee has no privilege leave to his credit, as leave without pay. Where an employee himself is suffering from infectious disease, he shall not be entitled to Quarantine leave. For the purpose of this rule, cholera, small pox, plague, diphtheria and such other disease as may be declared as infectious disease in this behalf by the local health authorities shall be deemed to be infectious disease

- Accident leave** 43 a) An employee temporarily incapacitated to work resulting from accident caused during the course of performing his job which can not be adjusted due to ordinary risk attached to an employment normally or to causes other than his own gross carelessness, will be given full pay during the period he is incapacitated upto three months on production of medical certificate from authorised medical officer provided that he attends the hospital according to the orders of the doctor and obeys orders as to treatment during the whole of the period.
- b) Such an employee may be given full pay for a further three months at the discretion of the management. Cases where the employee is incapacitated to work for a longer period will be referred for consideration of the competent authority.
- (c) An employee injured in accident occurring through or caused on account of his own gross carelessness or negligence in following the safety instruction issued has claim to any thing beyond free medical attendance. All such cases will be dealt with entirely at the discretion of the management.

- Study Leave** 44* An employee may be granted study leave for the purpose of prosecuting higher studies where such studies are considered to be in the interest of the Company, upto two years, on the following terms and conditions:-
- i) The nature of studies is such that these will be of definite advantage to the Company and these are atleast of post graduate level.
- ii) It is Management's sole discretion to decide whether the Company is in a position to spare an officer for the period of leave applied for. Management need not put on record any reason while rejecting such leave application.

- iii) The officer must put in a minimum of five years continuous service in the Company No Study Leave will be ordinarily admissible to officers beyond the age of 50 years.
- iv) Total period of such leave shall be limited to two years.
- v) Such leave will be admissible to an officer only once during the whole service period with the Company, whether endorsed in part or continuous.
- vi) Such leave shall be treated as being extra leave on half pay, and pay for this purpose will be taken to be the pay of the officer was drawing immediately before proceeding on study leave. Besides pay, the officer will also be entitled to receive dearness allowance as admissible to him in such day During the period of such study leave, the officer will not be entitled to receive house rent allowance, non practicing allowance, if any, or any other allowance. During the period of study leave, the officer will earn annual increments notionally, and his date of increment shall remain unchanged **(Amended by 270 B/M dated 22.6.90 & 239 B/M dt.30.12.95).*

The officer will deposit in cash with the Company , contributions towards both shares of Social Security Scheme, Gratuity Group Insurance etc , to enable him to draw benefit under such coverage.

- viii) The Officer, before proceeding on leave or during leave, shall execute a bond to serve the Company on return from leave as under:

S.No.	Period of Study leave	Period of serve the Co. on return from leave
(a)	Three months	One years
(b)	Six months	Two years
(c)	One years	Three years
(d)	Two years	Five years

- (ix) In case the officer fails to serve the Company after the expiry of such leave, he shall be liable to pay to the Company double the amount paid to the officer during the period of study leave.

The above amount will be proportionately reduced on the basis of period of service rendered by him after return from

such leave.

(x) The officer shall be entitled to retain any stipend or scholarship paid to him during the period of study, but he shall intimate about the same to the Company in advance.

(xi) Any other kind of leave, except casual leave can be combined with the study leave.

(xii) The period of study leave will count as service for promotion and computation of gratuity.

Joining Time when admissible

45 An employee may be granted joining time to enable him to join a new post to which he is appointed while on duty in his old post or on return from leave or when he has not been given sufficient notice of his appointment to the new post on return from leave other than privilege leave.

Joining time whose change of station is not availed

46 Where an order of appointment to join a new post does not involve a change of residence from one station to another, not more than one day shall be to join such new post. A holiday does not count as a day for the purpose of this rules.

Period of joining

47a) Six days time shall be granted for preparation in addition, a period to cover journey which will be calculated one day for each distance of 500 KMs or part thereof travelled by rail or one day for each distance of 150 KM or part thereof traveled by road. If the journey is performed by any other means, reasonable time likely to be occupied in transit ordinarily shall be allowed.

b) Sunday will not count as a day for the purpose of these calculations.

c) Travel by road to and from railway station or bus stand at the beginning or the end of the journey will not count calculating joining time.

d) Joining time shall be calculated by the route which is ordinarily used for travel unless the competent authority, for special reasons, otherwise orders.

e) Joining time shall be calculated from the place other than the employee's headquarters if he is authorised to take over charge of the post at such other place.

f) If an employee is appointed to a new post while in transit from one post to another his joining time being on the day following that on which he received the order of appointment, but a second period of six days for preparation shall not be allowed.

- g) An employee while on leave will be entitled to joining time when appointed to new post provided that the joining time will be calculated from his old station or from the place in which he received orders of appointment, wherever calculation will entitle him to less joining time.

47 A

47A¹⁷ In the event of executives not availing the joining time on transfer, the unavailed joining time, full or part shall be converted into their Privilege Leave and credited into their Privilege Leave Account subject to the limit of maximum accumulation of Privilege Leave.

Extent of joining time

48 Joining time may be extended by competent authority upto the maximum limit of 30 days on such condition as he may think fit in the following circumstances:-

- a) When an employee falls sick on the journey of transfer.
- b) When an employee has spent time on joining than is allowed under rule 45 and 46 for reasons beyond his control and notwithstanding due diligence on his part.

49 a) An employee during joining time shall be treated as on duty and shall draw his pay @ at which he drew in last while on duty in his old post. If an employee avails joining time when returning from leave other than leave without pay he shall be entitled to pay and allowance which he drew during leave. However, he shall be entitled to no payment when relieving from leave without pay.

- b) If the transfer to the new post is not made in the interest of the Company but at the request of the employee himself, no joining time would be admissible but the competent authority may grant leave admissible to him to cover the period between the date of handing over charge at an old station and that of taking over charge at another station, if he applied for such leave.

- c) No pay or leave salary will be admissible if any employee does not join his new post after the expiry of joining time willful absent from duty after the expiry of joining time will be treated as misconduct.

Note:- The competent authority being satisfied with the reasons furnished by the employee may commute this period into extra ordinary leave to avoid interruption in service.

¹⁷ amended in 294th meeting of the Board.

**Disciplinary
action for
specified mis-
conduct**

- 50 Punishment, as prescribed in clause 51 may be imposed for good and sufficient reasons including acts of omissions and commissions given below as an indicative and in no way exhaustive list:
- a) Willful insubordination or disobedient, whether or not in combination with another person, or any reasonable order of a superior or any act subversive of discipline.
 - b) Going on strike, or abetting, inciting, instigating or acting in furtherance thereof, inciting any employee within the premises of an establishment of Company to go on strike or preventing any employee from working or interfering with the normal performance of his duties.
 - c) Willful slowing down in performance of work absetment or instigation thereof, or malingering or avoiding work.
 - d) Habitual neglect of work or gross negligence.
 - e) Willful damage to work in process or property of the company.
 - f) Theft, fraud or dishonesty in connection with the business or property of the company and /or conviction by a Court of Law for any criminal offence involving moral turpitude.
 - g) Drunkenness, riotous, disorderly or indecent behaviour on the premises of an establishment of the Company of in its vicinity or in relation to work of the Company.
 - h) Taking or giving bribes or illegal gratification.
 - i) Failure to observe safety instructions notified by management or interference with any safety device or equipment instal within the establishment.
 - j) Gambling within the premises of the Company.
 - k) Unauthorised possession of any lethal weapon in the establishment.
 - l) Habitual indebtedness, insolvency or bankruptcy.
 - m) Habitual absence without leave or overstay in sanctioned leave without sufficient ground.
 - n) Habitual late attendance.
 - o) Disclosing to unauthorised person any information pertaining to the Company come into the possession of the employee in the course of his work or otherwise except when required to do so in normal performance of his

duties.

- p) Engaging in private trade within the premises of the establishment.
 - q) Breach of any general condition of employment as stated in these rules, or any other Rules and regulations applicable to the employees or of any order of the Company or under any law.
 - r) Refusal to accept charge-sheet, order or other communication from the management.
 - s) Leave station without permission.
 - t) Giving false or misleading information on an application for employment.
 - u) Bringing people foreign to the Company into the Company's premises to which admission restricted without obtaining prior permission.
 - v) Threatening and/or intimating any employee in connection with work of the Company.
 - w) Engaging in another employment during the service of the Company without the previous permission of the management.
 - x) Wilful falsification, defacement or destruction of record of the company.
 - y) Sleeping on duty.
 - z) Unauthorised use of the Company's quarter or any part of the premises.
 - aa) marked disregard of ordinary requirements of decency in person or dress.
- 51 An employee guilty of misconduct may be given one or more of the following punishment(s) by the competent authority, as per the schedule appended to the rule, depending on the gravity of mis-conduct provided that departmental enquiry against a retired employee or an employee who resigned from the services of the Company: *(amended by 316th B/M dated 29.6.1999).*
- i) shall not be instituted save with the sanction of the Board ;
and ;
 - ii) shall not be in respect of any event which took place more than four years before such institution.

- a) Warning.
- b) Censure.
- c) Recovery from pay of the whole or part of any pecuniary loss caused to the Company by negligence or breach of any rule or order of the Company.
- d) Withholding of one or more increments of pay, with or without cumulative effect.
- e) Withholding of promotion.
- f) Reduction in rank or to a lower stage on the time scale.

A Competent authority-imposing penalty of reduction to a lower stage on a time scale of pay shall indicate in the order.

- i) the date from which it will take effect and the period (in terms of years and months) for which the penalty shall be operative;
 - ii) the stage on the time scale to which employee is reduced, and;
 - iii) the extent (in terms of years and month if any, to which the period referred to at (i) above shall operate to postponed future increments.
- g) Dismissal.

(Schedule of Rule-51 is placed at annexure-I).

52 No punishment shall be imposed on an employee under these rules unless he is found in guilty of the charge alleged against him in enquiry conducted the following manner.

- a) The management shall give to the employee a charge sheet setting out the mis-conduct alleged against him and the circumstances appearing against him and requiring his explanation.
- b) The employee shall be given at least three days' time to submit his explanation provided that such time may be extended on application showing sufficient grounds.
- c) On receipt of the explanation and on finding it necessary to hold a departmental enquiry into the charge's, the management shall appoint an Enquiry Officer and intimate the employee of the same. The Enquiry Officer will inform to the employee the date, time and place of the enquiry.

- d) Where the employee admits the charge alleged against him in writing and the management is satisfied that such statement has been made voluntarily, the management may award punishment without holding any enquiry.
- e) At the enquiry, the evidence against the concerned employee shall be led first by the management's representative and the employee shall then be called to lead evidence in his defence.
- f) The Enquiry Officer shall not represent the management for examining or cross-examining the witnesses or the concerned employee at such enquiry, but he can ask questions suo motu from any witness or the concerned employee if deemed necessary for the proper conduct of the enquiry.
- g) The enquiry Officer on request from the employee, shall make available such documents and information in the custody or in the possession of the management by asking the management to produce such documents as are considered relevant and necessary.
- h) The employee shall be permitted to cross-examine the witnesses of the management on whose evidence the charge rests. Similarly the management's representative may cross-examine the witnesses for defence.
- i) At such enquiry the employee shall be permitted to be defended by another employee with the permission of the management.
- j) The Enquiry Officer shall on the conclusion of the enquiry submit his report in writing giving his findings with reasons therefor to the management.
- k) An order of punishment shall be in writing and shall be issued under the signature of the competent authority and a copy of such order duly signed shall be given to the concerned employee immediately.
- l) If during enquiry it be found that the employee is guilty of misconduct other than that stated in the charge sheet, the employee shall none the less be liable to punishment for misconduct provided by these rules but before any punishment is awarded to him he shall be afforded opportunity of explaining and defending his actions in respect of such misconduct.
- m) Where the concerned employee refuses to accept any such

communication under these rules or avoids to accept such communication without justification; the service of such communication by registered post or by posting the communication or charge sheet on the Notice Board of the concerned establishment of the company shall be deemed to be sufficient service to him.

- n) If the concerned employee refuses or avoids, neglects to receive the charge sheet or to submit his explanation or to appear at the enquiry without sufficient justification or good cause, it shall be open to the management to proceed with the enquiry ex-parte.
- o) It shall be open to the company to initiate disciplinary proceedings under these rules against an employee even during the period when a criminal case on more or less similar or same allegations is pending against him or even after the acquittal of the employee in such criminal proceedings.

Suspension of an employee

- 53 The competent Authority may suspend an employee if satisfied that there is a prima facie case of misconduct against him likely to attract punishment or reduction in rank, discharge, termination or dismissal under rule 50 or it is otherwise in the interest of the company so to do.

Grant of subsistence allowance

- 54 An employee under suspension shall be entitled during the period of suspension, to subsistence allowance equal to 50% of basic pay last drawn by him and dearness allowance on such reduced basic pay.

- 55 An authority competent to order reinstatement shall make a specific order with regard to pay and allowance to be paid to an employee for the period of suspension and whether or not the period shall be treated as period spent on duty.

- 56 No leave shall be granted to an employee under suspension, but in exceptional cases permission to leave headquarters could be granted by the competent authority keeping in view the sphere of the enquiry and the possible effects of the employee's absence on the enquiry's progress.

Records of service.

- 57 A service book, as may be prescribed, shall be maintained for each employee of the company from the date of his first appointment to the service of the company.
- 58 The service book of an employee shall be maintained by the authority under whom he is working and shall be transferred

to the employee's new authority.

- 59 Every step in an employee's official life shall be recorded in his service book and each entry attested by the authority empowered in this behalf. Erasures or over-writing in the service book should be avoided. Corrections, if any, shall be neatly made and attested by full signatures and date.
- 60 The authority maintaining the service record will permit an employee to examine his service book at reasonable intervals with a view to ensuring its proper maintenance.
- 61 An employee who wishes to apply for outside employment shall send his application through the Management and the competent authority, may at his discretion, forward upto two applications in a calendar year for outside employment.

Provided that no application of an employee, who has not been confirmed, shall be forwarded.

Annexure-I**SCHEDULE OF RULE -51**

Post	Appointing Authority	Authorities competent to impose penalties and penalties, which it may impose.		Appellate Authority
		Authority	Penalties (with reference to item nos. in Rule 51)	
1. All posts carrying a pay or scale of pay the maximum of which exceeds Rs 1750/-	Board	Board Managing Director	All	Board
2. All posts carrying a pay or scale of pay with maximum of Rs 750/- or more but not exceeding Rs. 1750/-	Managing Director	Managing Director	All	Board
3. All posts carrying a pay or scale of pay the maximum of which is less than Rs.751/-	Managing Director	Managing Director, Mines Suptdt. in respect of phosphate Division and Resident Manager in respect of Gypsum Division	All (a),(b) and (c)	Board Managing Director



Rajasthan State Mines & Minerals Limited

(A Government of Rajasthan Enterprise)

RSMML (Recruitment & Promotion of Executives) Rules,1991

(Amended Upto 01.10.2004)

TITLE AND COMMENCEMENT 1. These Rules may be called Rajasthan State Mines & Minerals Limited (Recruitment & Promotion of Executives) Rules, 1991. These rules shall come into force from 29th October 1991 and all rules in force prior to this date would stand abrogated.

APPLICATION 2. These rules shall be applicable to all executives of the company except the following :

- (a) Chairman/Chief Executive/Directors
- (b) Executives appointed on part time basis
- (c) Executives appointed on contract/ adhoc basis, except where specifically provided for in terms of such contract/adhoc appointment.
- (d) Trainee executives appointed on stipendiary basis, and
- (e) Executives on deputation from Central/ State Government or any other organisation.

Note : The term 'Executives' for the purpose of these rules shall denote all employees of the company in category E-1 and above. The categories E-1 to E-7 indicate the following designations and pay scales (*E/0 cadre is deleted from the structure w.e.f. 20.2.2003 vide 344th Board Meeting held on 30.3.2004*)

Category	Designation	Pay Scale
E-1	Assistant Manager	8000- 13500
E-2	Deputy Manager	10000-15200
E-3	Manager	10650-15850
E-4	Senior Manager	12000-16500
E-5	Dy.Gen Manager	13500-17500
E-6	General Manager	14300-18300
E-7	Group Gen. Manager	16400-20000

GRADE 3. There shall be following XIII cadres of Executives :

- I. Mining Engineering

- II. Mechanical Engineering
- III. Electrical Engineering
- IV. Civil Engineering
- V. Finance & Accounts
- VI. Personnel & Administration
- VII. Materials Management
- VIII. Marketing
- IX. Geology
- X. Ore Dressing
- XI. Medical & Occupational Health
- XII. Laboratory Services
- XIII. Residuary - comprising of :
 - (a) Company Secretary
 - (b) Industrial Engineering
 - (c) Drawing
 - (d) Survey
 - (e) Pollution Control & Environmental Management
 - (f) EDP/Computer Science
 - (g) Electronics & Instrumentation

APPOINTMENT 4. All posts of executives in the company shall be filled up either by promotion or by direct recruitment, or by both, in accordance with the procedure laid down in these rules. Direct Recruitment posts in category E-1 may be filled up by appointment from amongst Graduate Engineer Trainee/ Management Trainees, recruited in accordance with the scheme for induction of such Trainees, as operational in the company from time to time.

QUALIFICATION & EXPERIENCE FOR DIRECT RECRUITMENT/ PROMOTION 5. Qualification and experience required for direct recruitment are specified in schedule I.1 to I.13 and qualifications for promotion are specified in schedule-II annexed to these rules.

6. Departmental candidates, fulfilling the qualification as prescribed for direct recruitment for the next higher post, may also be considered for direct recruitment to such higher post, upon suitable application, along-with outside applicants, notwithstanding that such departmental candidates may not fulfill the prescribed experience for promotion to the next higher post.

PERCENTAGE FOR DIRECT RECRUITMENT 7. Direct recruitment and promotions to various categories of posts in each cadre shall be governed by the availability of posts in the respective cadres. Sequentially, posts to be filled

**AND
PROMOTIONS**

up by promotion shall precede the posts to be filled up by direct recruitment. Quotas for direct recruitment and promotion for each category of posts in a cadre shall be as under:

	E1	E2	E3	E4	E5	E6	E7
Promotion	33%	100%	67%	75%	75%	75%	*
Direct Recruitment	67%	-	33%	25%	25%	25%	*

* By selection among the E-6 executives

(Amended by 322nd Board Meeting dated 2.9.2000)

**DETERMINATI
ON OF
VACANCIES**

8. (i) The number of vacancies falling under each quota shall be determined by the management at the beginning of the calender year, taking into account, as far as possible, the vacancies likely to occur during that calender year.

(ii) In case any departmental candidate is selected on the higher post through direct recruitment, the post so filled up shall not be counted against the departmental promotion quota, but shall be counted against the quota specified for direct recruitment.

(iii) If, while applying the quota, the number of vacancies to be filled up by promotion works out to be a fraction of one, fraction equal to, or above 0.5 (one half) shall be treated as one, and fraction less than that shall be ignored.

(iv) In case a vacancy falling under promotion quota in a particular calender year cannot be filled up, either because of non-availability of person eligible for promotion, or due to persons not being found suitable for promotion by the Departmental Promotion Committee, and the vacancy is not likely to be filled up by promotion for a period of at least next two years, due to non availability of eligible person and it is not in the interest of work to keep the post vacant for this period, such vacancy may be filled up by direct recruitment. This will not affect the promotion quota for subsequent year/s.

DEPUTATION

9. The appointing authority shall have absolute discretion to fill up any post, scheduled to be filled up by direct recruitment, or in cases where vacancies exist even after departmental promotion, by taking an officer on deputation from Central/State Government, or any Central/State Public Undertaking, or any other organisation.

**ADVERTISEME
NT FOR DIRECT**

10. Posts required to be filled up by direct recruitment shall be advertised in at least two newspapers having wide

**RECRUITMENT
SCRUTINY**

circulation.

11. The management shall conduct a scrutiny of the applications received by it against such advertisement, to determine the eligibility of the applicant for the advertised post, and, thereafter, prepare a list of such eligible candidates for consideration by the Selection Committee.

**SELECTION
COMMITTEE**

12. The appointing authority shall constitute a Selection Committee for the selection of candidates. Where the appointing authority is the Board of Directors, it shall constitute a Selection Committee of atleast four members, which shall consist of the Managing Director, two Directors and an expert from outside the company. For selection to positions in E-5 the Selection Committee shall also include the Head of the concerned Department, and Head of Personnel & Administration Department. In other cases, the Selection Committee shall consist of atleast five members comprising of the Managing Director, one Director, the concerned Head of the Department, Head of the Department of Personnel & Administration, and an expert from outside the company.

13. The Selection Committee shall prepare a panel of selected candidates, in order of merit, from out of the names presented for its consideration by the management. The panel shall remain valid for one year from the date of selection.

14. The Selection Committee may also recommend grant of advance increment/s, not exceeding 5, in deserving cases, to selected candidates. For candidates serving in Central/ State Public Sector Enterprises, the Selection Committee may recommend the protection of the candidate's last emoluments (Basic + DA).

15. Seniority as between executives appointed by direct recruitment shall be determined in accordance with the order of merit drawn up by the Selection Committee.

**BASIS FOR
PROMOTION**

16. Executives would be promoted only on availability of vacancies. This stipulation would, however, not apply in cases of time scale promotions as prescribed in rule-18.

**QUALIFYING
PERIOD FOR
PROMOTION**

17. All executives have been classified into two groups, namely group I and Group II, as per their qualifications indicated in Schedule-I annexed to these rules. The prescribed period of service in the lower grade, for promotion to the next higher grade, in different groups is specified as under :

*Prescribed period of service in years

for promotion to the next higher scale

	E-1	E-2	E-3	E-4	E-5
Group-I	4	5	5	5	5
Group-II	6	7	7	NA	NA

Note: The aforesaid period of service may be relaxed upto a maximum of two years by the Managing Director.
(*amended vide 322nd Board Meeting dt.2.9.2000*).

	E-1	E-2	E-3	E-4	E-5
Group-II	5	5	5	5	NA

This will be applicable only to the executives who were already on the rolls of the company prior to coming into force of the RSMML (Recruitment & Promotion of Executives) Rules, 1991.

TIME SCALE PROMOTION

18. Executives in category E-1, either directly appointed, or appointed through Trainee Executive Schemes, or promoted to the category E-1 from category E-0 would be granted time scale promotion to category E-2 on completion of requisite years of service in category E-1, as shown in the table under Rule-17. All such time scale promotions would be subject to satisfactory APAs and service record during the period under consideration. Consequent upon such time scale promotion posts falling vacant in category E-1 would be held in abeyance. Upon promotion of executive from category E-2 to category E-3, the posts held in abeyance in the disciplines in which such promotions had been made would be revived in category E-1.

DEPARTMENTAL PROMOTION COMMITTEE

19. All promotions shall be made on the basis of the recommendations of a Departmental Promotion Committee (DPC), to be constituted by the appointing authority for the purpose. In respect of positions falling vacant in categories E-7 and E-6, where the appointing authority is the Board of Directors, the Board shall constitute a DPC consisting of three members, which shall include the Managing Director and two Directors. For promotion to positions falling vacant in category E-5, the DPC shall also include the Head of the Department of Personnel & Administration and concerned Head of the

**PROMOTION
TO
CATEGORIES
E-3 & E-4**

Department. The DPC for categories E-4, E-3 and E-1 shall consist of the Managing Director, one Director, and the Head of the Department of Personnel & Administration, and the concerned Head of the Department.

20. The basis for promotions to categories E-3 and E-4 shall be seniority-cum-merit. In making recommendations for promotion to the posts upto and including E-4, the Departmental Promotion Committee will assess the comparative merits of eligible candidates on the basis of the following factors, as per weightage for each factor given below :

A -	Annual Performance Appraisals	40 Points
B -	Seniority	40 Points
C -	Educational Qualifications	10 Points
D -	Assessment by DPC	10 Points
		100 Points

Note: This basis would not be applicable for time scale promotions (vide rule- 18).

(A) Annual Performance Appraisals(amended in 322nd Board Meeting dated 2.9.2000)

The distribution of points for the five preceding years would be as tabulated below :

	<u>Distribution of Points</u>			
	Excellent	Very Good	Good	Average
Immediate preceding year	10	8	7	6
2 nd preceding year	9	7	6	5
3 rd preceding year	8	6	5	4
4 th preceding year	7	5	4	3
5 th preceding year	6	4	3	2
Total	40	30	25	20

(B) Seniority:

The weightage for seniority would be as under :

For 10 years or more	40 points
For 9 years	36 points
For 8 years	32 points
For 7 years	28 points

For 6 ½ years	26 points
For 6 years	24 points
For 5 years	20 points
For 4 years	16 points
For 3 years	12 points
For 2 years	08 points

Note: A service of six months would be considered as one unit of measurement for this purpose, and would carry 2 points.

C. Educational Qualifications:

The maximum points under this factor would be 10, allocable as under :

1. To the executives falling in Group-I 10 points
2. To the executives falling in Group-II 05 points

D. Assessment by DPC :

Up to 10 points would be allocable by DPC after an overall assessment of the executive's performance taking all other factors into consideration.

PROMOTION TO CATEGORIES E-5 AND E-6 AND SELECTION TO E-7

21. The basis for promotion to categories E-5 and E-6 shall be seniority-cum-merit. In making recommendations for promotion to posts in these categories, the DPC would assess the comparative merits of eligible candidates on the basis of following factors, as per the weightage for each factor given below :

- | | | |
|----|-------------------------------|------------------|
| A. | Annual Performance Appraisals | 40 Points |
| B. | Seniority | 50 Points |
| C. | Assessment by DPC | <u>10 Points</u> |
| | | 100 Points |

A. Annual Performance Appraisals:

The distribution of points for the five preceding years would be as tabulated below :

	<u>Distribution of points</u>		
	Excellent	Good	Average
Immediate preceding year	10	8	6
Second preceding year	9	7	5

Third preceding year	8	6	4
Fourth preceding year	7	5	3
Fifth preceding year	6	4	2
Total	40	30	20

B. Seniority :

The weightage to seniority would be as under :

For 10 years or more	50 points
For 9 years	45 points
For 8 years	40 points
For 7 years	35 points
For 6.5 years	32.5 points
For 6 years	30 points
For 5 years	25 points
For 4 years	20 points
For 3 years	15 points
For 2 years	10 points

Note: A service of six months would be considered as one unit of measurement for this purpose and would carry 2.5 points.

C. Assessment by DPC:

Upto 10 points would be allocable by DPC after an overall assessment of the executive's performance, taking all other factors into Consideration.

22. Selection of executives to category E-7 would be made by the DPC from amongst the E-6 executives available in the company, subject to such executives having served the company in category E-6 for a minimum period of three years.
23. The DPC shall prepare a panel of suitable candidates in order of seniority. The panel shall remain valid for one year.
24. Executives not recommended to be promoted by the DPC would be eligible for reconsideration by the subsequent DPC for their respective categories. However, on their

being found suitable for promotion by the subsequent DPC, they would rank junior to those recommended by the earlier DPC.

**STAGNATION
PROMOTION**

- 25(a) An executive working in the same category for a period of 10 years from the date of his appointment in that category, may be granted stagnation promotion to the next higher scale, subject to satisfactory record of service. However, there would be no change in the designation of the concerned executive, consequent upon such promotion. Such promotion would be granted to an executive only once in his service period in the company.
- (b) At the time of regular promotion, no further monetary benefit be extended except change of designation.
- (c) The benefit of stagnation promotion would be available only to executives in categories E-2 and E-3.

**URGENT
TEMPORARY
APPOINTMENT**

26. If a vacancy in a particular category is available for filling up by direct recruitment, and regular filling up of the post is likely to take time, and in the interest of work it is not desirable to keep the post vacant, the appointing authority may, without reference to the Selection Committee, make an urgent temporary appointment on the vacant post, subject to such appointee being otherwise qualified for appointment to such post. Such urgent temporary appointment may be made for a maximum period of six months, or till a regular appointment is made, whichever is earlier.

**OFFICIATING
APPOINTMENT**

27. If a vacancy in a particular category is available for filling up by promotion, and regular filling up of the post is likely to take time, and in the interest of work it is not desirable to keep the post vacant, the appointing authority may, without reference to the DPC, make officiating appointment on the vacant post. Such officiating appointment may be made for a maximum period of six months, or till a regular promotion is made, whichever is earlier. Only the senior-most eligible person in the immediately lower post, however, would be eligible to be considered for such officiating appointment.
28. In case of officiating appointment, an officiating allowance shall be payable to the concerned executive @ 6% of the executive's pay.
- 28-A. If an officer in the lower grade is permitted to officiate on a higher post as per rule 27 & 28, the officiating period on the higher post shall be adjusted against probationary period laid down under rule 12 of the RSMML Service

- Rules, 1975 of the Company, provided that the officiating period is immediately followed by regular promotion.
- RESERVATION** 29. All direct recruitment shall be subject to the policy of the State Government in regard to reservations under various heads, as applicable from time to time.
- LATERAL TRANSFER** 30. The management may transfer an executive, borne on a cadre, to a post in a different cadre, in the interest of the Company. Such transfer would be restricted, however, only to executives in category E-4 and above. (*Amended in 289th Board Meeting dated 28.12.1993*).
- E-6 & E-7 Executives shall have a common seniority.
- POWER TO INTERPRET** 31. The Managing Director shall be competent to interpret these rules.
- RELAXATION** 32. The Board may alter or relax any of the provisions under these rules in its absolute discretion.
- Note The amendment in rule 7,17,20A, 25(b), 28A & 30 will be effective from 2.9.2000 (vide 322nd Board meeting dated 2.9.2000).*

SCHEDULE - I.1**QUALIFICATIONS & EXPERIENCE
FOR DIRECT RECRUITMENT**

(Reference Rule 5)

CADRE: MINING ENGINEERING

CATEGORY	MAXIMUM AGE	MINIMUM YEARS OF EXPERIENCE	MINIMUM QUALIFICATIONS
E-6	50 Years	25	Degree or equivalent in Mining Engineering with First class Manager's Certificate of Competency (under Metalliferrous Mines Regulations,1961 (Restricted/unrestricted Coal/Metalliferrous Mines Ist class Certificate - restricted to open cast mines) Coal Mines regulation,1957
E-5	45 Years	20	-do-
E-4	40 Years	15	-do-
E-3	35 Years	10	-do-
E-2	30 Years	5	Degree or equivalent in Mining Engineering with Second Class Manager's Certificate of Competency under Metalliferrous Mines Regulations, 1961 - restricted to open cast Mines.
E-1	26 Years	1	-do-

SCHEDULE - I.2**QUALIFICATIONS & EXPERIENCE
FOR DIRECT RECRUITMENT**

(Reference Rule 5)

CADRE : MECHANICAL ENGINEERING

CATEGORY	MAXIMUM AGE	MINIMUM YEARS OF EXPERIENCE	MINIMUM QUALIFICATIONS
E-5	45 Years	20	Degree or equivalent in Mechanical Engineering
E-4	40 Years	15	-do-
E-3	35 Years	10	-do-
E-2	30 Years	5	-do-
E-1	26 Years	1	-do-

SCHEDULE - I.3**QUALIFICATIONS & EXPERIENCE
FOR DIRECT RECRUITMENT**

(Reference Rule 5)

CADRE : ELECTRICAL ENGINEERING

CATEGORY	MAXIMUM AGE	MINIMUM YEARS OF EXPERIENCE	MINIMUM QUALIFICATIONS
E-5	45 Years	20	Degree or equivalent in Electrical Engineering
E-4	40 Years	15	-do-
E-3	35 Years	10	-do-
E-2	30 Years	5	-do-
E-1	26 Years	1	-do-

SCHEDULE - I.4**QUALIFICATIONS & EXPERIENCE
FOR DIRECT RECRUITMENT**

(Reference Rule 5)

CADRE: CIVIL ENGINEERING

CATEGORY	MAXIMUM AGE	MINIMUM YEARS OF EXPERIENCE	MINIMUM QUALIFICATIONS
E-5	45 Years	20	Degree or equivalent in Civil Engineering
E-4	40 Years	15	-do-
E-3	35 Years	10	-do-
E-2	30 Years	5	-do-
E-1	26 Years	1	-do-

SCHEDULE - I.5

**QUALIFICATIONS & EXPERIENCE
FOR DIRECT RECRUITMENT**

(Reference Rule 5)

CADRE : FINANCE & ACCOUNTS

CATEGORY	MAXIMUM AGE	MINIMUM YEARS OF EXPERIENCE	MINIMUM QUALIFICATIONS
E-6	50 Years	25	CA/ICWA
E-5	45 Years	20	-do-
E-4	40 Years	15	-do-
E-3	35 Years	10	-do-
E-2	30 Years	5	-do-
E-1	26 Years	1	-do-

SCHEDULE - I.6

QUALIFICATIONS & EXPERIENCE FOR DIRECT RECRUITMENT

(Reference Rule 5)

CADRE : PERSONNEL & ADMINISTRATION

CATEGORY	MAXIMUM AGE	MINIMUM YEARS OF EXPERIENCE	MINIMUM QUALIFICATIONS
E-6	50 Years	25	MBA/MSW with specialization in Personnel Management OR Post Graduate degree with diploma in Personnel Management/Industrial Relations and Labour Laws.
E-5	45 Years	20	-do-
E-4	40 Years	15	-do-
E-3	35 Years	10	-do-
E-2	30 Years	5	-do-
E-1	26 Years	1	-do-

SCHEDULE - I.7**QUALIFICATIONS & EXPERIENCE
FOR DIRECT RECRUITMENT**

(Reference Rule 5)

CADRE : MATERIALS MANAGEMENT

CATEGORY	MAXIMUM AGE	MINIMUM YEARS OF EXPERIENCE	MINIMUM QUALIFICATIONS
E-6	50 Years	25	Degree or equivalent in Engineering with Diploma in Materials Management OR Post Graduate degree with Diploma in Materials Management OR MBA with specialisation in Materials Management
E-5	45 Years	20	-do-
E-4	40 Years	15	-do-
E-3	35 Years	10	-do-
E-2	30 Years	5	-do-
E-1	26 Years	1	-do-

SCHEDULE - I.8**QUALIFICATIONS & EXPERIENCE
FOR DIRECT RECRUITMENT**

(Reference Rule 5)

CADRE : MARKETING

CATEGORY	MAXIMUM AGE	MINIMUM YEARS OF EXPERIENCE	MINIMUM QUALIFICATIONS
E-5	45 Years	20	Degree or equivalent in Engineering with Diploma in Marketing OR Post Graduate degree with Diploma in Marketing OR MBA with specialisation in Marketing
E-4	40 Years	15	-do-
E-3	35 Years	10	-do-
E-2	30 Years	5	-do-
E-1	26 Years	1	-do-

SCHEDULE - I.9**QUALIFICATIONS & EXPERIENCE
FOR DIRECT RECRUITMENT**

(Reference Rule 5)

CADRE : GEOLOGY

CATEGORY	MAXIMUM AGE	MINIMUM YEARS OF EXPERIENCE	MINIMUM QUALIFICATIONS
E-5	45 Years	20	Post Graduate degree in Applied Geology/ AISM in Applied Geology
E-4	40 Years	15	-do-
E-3	35 Years	10	-do-
E-2	30 Years	5	-do-
E-1	26 Years	1	-do-

SCHEDULE - I.10**QUALIFICATIONS & EXPERIENCE
FOR DIRECT RECRUITMENT**

(Reference Rule 5)

CADRE : ORE DRESSING

CATEGORY	MAXIMUM AGE	MINIMUM YEARS OF EXPERIENCE	MINIMUM QUALIFICATIONS
E-6	50 Years	25	Degree or equivalent in Metallurgy/Chemical Engineering/Ore Dressing
E-5	45 Years	20	-do-
E-4	40 Years	15	-do-
E-3	35 Years	10	-do-
E-2	30 Years	5	-do-
E-1	26 Years	1	-do-

SCHEDULE - I.11**QUALIFICATIONS & EXPERIENCE
FOR DIRECT RECRUITMENT**

(Reference Rule 5)

CADRE : MEDICAL & OCCUPATIONAL HEALTH

CATEGORY	MAXIMUM AGE	MINIMUM YEARS OF EXPERIENCE	MINIMUM QUALIFICATIONS
E-5	45 Years	20	MBBS degree recognised by the Medical Council of India
E-4	40 Years	15	-do-
E-3	35 Years	10	-do-
E-2	30 Years	5	-do-
E-1	26 Years	1	-do-

SCHEDULE - I.12**QUALIFICATIONS & EXPERIENCE
FOR DIRECT RECRUITMENT**

(Reference Rule 5)

CADRE: LABORATORY SERVICES

CATEGORY	MAXIMUM AGE	MINIMUM YEARS OF EXPERIENCE	MINIMUM QUALIFICATIONS
E-5	45 Years	20	Ph.D. in Inorganic Chemistry
E-4	40 Years	15	-do-
E-3	35 Years	10	-do-
E-2	30 Years	5	-do-
E-1	26 Years	1	-do-

SCHEDULE - I.13

**QUALIFICATIONS & EXPERIENCE
FOR DIRECT RECRUITMENT**

(Reference Rule 3 &5)

CADRE : RESIDUARY

Note: For posts included in this cadre, the qualifications for direct recruitment would be as determined by the management from time to time.

.....

SCHEDULE - II

MINIMUM QUALIFICATIONS FOR PROMOTION

(Reference Rule 5 & 17)

1. All executives fulfilling qualifications for direct recruitment at various levels, as prescribed for different cadres, vide schedules - I .1 to I.12, would constitute Group-I for purposes of promotion. However, the stipulation of maximum age for direct recruitment, as detailed in schedules I.1 to I.12, would not be applicable for promotions for executives in Group. I.
2. All executives not included in Group - I would constitute Group-II, for purpose of promotion. The stipulation of maximum age for direct recruitment, as detailed in schedules I.1 to I.12, would also not apply for promotions of executives in Group.II. There will be no Group. II for Medical and Occupational Health Cadre.
3. Promotion of executives in the residuary cadre (vide rule 3) would be in accordance with the provisions applicable to executives in all other cadres, upto E-2. For promotions of executives borne on this cadre, beyond E-2, specific view would be required to be taken by the management at the appropriate time. The classification of the executives borne on this cadre into GroupI and Group-II would also be decided by the management separately for each discipline included in this cadre.



RAJASTHAN STATE MINES & MINERALS LIMITED

(A Government of Rajasthan Enterprises)

RECUIRTMENT & PROMOTION OF WORKMEN TO EXECUTIVE POSTS RULES, 1992

These rules may be called **Rajasthan State Mines & Minerals Limited recruitment & promotion of workmen to executive posts rules, 1992**. These rules shall come into-force **from 01.12.1992**.

- 2) These rules shall be applicable to the workmen of the company working in category-IX (Pay-scale Rs.1830-95-2680-90-3130), with appropriate designation of that category, but shall not apply to the following categories of workmen :-
 - (i) Workmen on deputation;
 - (ii) Workmen appointed on contract/adhoc basis or working on consolidated pay;
 - (iii) Workmen drawing pay in the pay scale of cat. IX on stagnation promotion;
 - (iv) Apprentices; and
 - (v) Workmen appointed on stipendary basis.

- 3) Promotion of eligible workmen from cat. IX to Cat. E-0 (Pay scale Rs. 2000-60-2300-75-3200-100-3500) shall be made to the following cadres : (E/0 cadre deleted vide 344th Board Meeting dated 30.4.2004 w.e.f. 20.2.2003) :-
 - (i) Mining Engineering
 - (ii) Mechanical Engineering
 - (iii) Electrical Engineering
 - (iv) Civil Engineering
 - (v) Finance & Accounts
 - (vi) Personnel & Administration
 - (vii) Material Management
 - (viii) Marketing
 - (ix) Geology
 - (x) Survey
 - (xi) Ore Dressing
 - (xii) Laboratory Services
 - (xiii) Residuary

- 4) Qualifications and experience for eligibility of workmen for promotion from category IX to the post in E-0 category shall be in accordance with the schedule annexed to these rules. 75% promotion to E-0 category would be on basis of seniority-cum-merit and 25% shall be on basis of availability of posts in the respective cadre.
- 5) 75% of the posts available in E-0 category in each cadre shall be filled up by promotion and the balance 25% shall be filled up by direct recruitment. Subsequently, posts to be filled up by promotion shall precede the posts to be filled up by direct recruitment.
- 6) The number of vacancies falling under each quota shall be determined by the management at the beginning of the calendar year, taking into account, as far as possible the vacancies likely to accrue during that calendar year.
- 7) The procedure for promotion shall be as follows:-
 - (a) A list of all eligible candidates shall be prepared in order of seniority.
 - (b) The eligible candidates will be put to a written test and shall be eligible for promotion only on passing the said test obtaining a minimum 45% marks. Syllabus of respective discipline will be provided to the candidate in advance.
- 8) The promotions as detailed in rule 7(b) above would be made in accordance with the number of vacancies available in each cadre. For this purpose the selection committee shall prepare a panel of selected candidates, in order of seniority. This panel would remain valid for a period of one year.
- 9) The selection committee shall constitute the following :-
 1. Managing Director
 2. Concerned Head of the Department/ Unit Head
 3. One technical officer nominates by the M.D
 4. Head of the Personnel & Administration Department
- 10) The workmen promoted from category IX to E-0 category of executive will be governed by the Service Rules and all others rules as applicable to the executives of the company, from time to time, from the date of promotion.
- 11) Candidates promoted to E-0 category would be on probation for a period of one year, which may be extended by a period of six months in the case of unsatisfactory performance by the candidate. In case the performance of the probationary executive is not found satisfactory even after such extension he would be reverted back to his post in workmen category, which he was holding

immediately prior to his promotion in E-0 post. Upon such reversion, the pay of the workmen would be notionally fixed in category IX scale, assuming that he is continuing in category IX.

- 12) Direct recruitment will be made by advertising the posts in a local newspaper. The candidates fulfilling the requisite qualifications and experience shall be required to undergo both a written test and a personality test. For technical posts, the candidates, in addition to written test and personality test, would be required to appear for a trade test. The criteria of eligibility for personality test would be the same as applicable for promotion of departmental candidates as provided in rule 7(b) above. The selection committee for such direct recruitment shall be the same as detailed in rule-9 supra.
- 13) The managing Director shall be competent to interpret these rules, would also be empowered to alter, amend or relax any of the provisions under these rules.

(Vide MOM dated 20.11.1999 the following posts were agreed to in addition to above)

- (1) The selection of workmen to E-0 cadre shall be on the basis of 50% posts purely on merit and the remaining 50% posts on seniority cum merit. The posts earmarked on merit shall proceed to the posts earmarked for seniority cum merit.
- (2) As a last opportunity, relaxation of prescribed qualification will be given to the eligible workmen fulfilling the required number of experience, will be given to appear in the written examination.
- (3) On promotion to higher posts, the concerned workmen shall continue to discharge the job of existing category/ posts.
- (4) the minimum eligibility period for subject to vacancy (STV) promotions is raised from existing period of three (3) to five (5) years with immediate effect;
- (5) efforts would be made to make common seniority among ministerial staff of Corporate Office & Phosphate Division.

Encl: Annexure.

ANNEXURE

PRESCRIBED QUALIFICATIONS & EXPERIENCE FOR PROMOTION OF WORKMEN IN CAT - IX TO E-O CADRE

Cadre	Qualifications	Experience
i) Mining Engineering	B.E. (Mining)/AMIE	3 years experience in Cat.IX.
	Diploma in Mining	5 years experience in Cat.IX.
ii) Mechanical Engineering	B.E.(Mech.)/AMIE	3 years experience in Cat.IX.
	Three years Diploma in Mech. Engg.	5 years experience in Cat.IX.
iii) Electrical Engineering	B.E.(Elect.)/AMIE	3 years experience in Cat.IX.
	Three years Diploma in Elect. Engg.	5 years experience in Cat.IX.
iv) Civil Engineering	B.E.(Civil)/AMIE	3 years experience in Cat.IX.
	Three years Diploma in Civil Engg.	5 years experience in Cat.IX.
v) Finance & Accounts	CA/ICWA	3 years experience in Cat.IX.
	Graduate in any discipline	5 years experience in Cat.IX.
vi) Personnel & Administration	MBA/MSW/Post Graduate With PG Diploma in PM & LL	3 years experience in Cat.IX.
	Graduate in any discipline	5 years experience in Cat.IX.
vii) Material Management	MBA with specialization in Mat. Mgt.	3 years experience in Cat.IX.
	Graduate in any discipline	5 years experience in Cat.IX.
viii) Marketing	MBA with specialization in Mktg.Mgt.	3 years experience in Cat.IX.
	Graduate in any Discipline	5 years experience in Cat.IX.
ix) Geology	M.Sc (Applied Geology) AISM (Applied Geology)	3 years experience in Cat.IX.
	B.Sc. (Geology)	5 years experience in Cat.IX.
x) Laboratory	Ph.D. (Inorganic Chemistry)	3 years experience in Cat.IX.
	B.Sc.(Chemistry)	5 years experience in Cat.IX.

Board of Directors held on 30.03.2004 at Jaipur

5. Rationalisation of Cadre Scheme – Abolition of E-0 Cadre

The Managing Director briefed the Board about the anomalous situation that had arisen in the executive cadre at E-0 level after amalgamation of Rajasthan State Mineral Development Corporation Limited (RSMDC) with Rajasthan State Mines & Minerals Limited (RSMML). These anomalies were due to different promotional channels in the two organisations.

The Board was informed that in the E-0 cadre, the pay scale (Rs. 7400-11600) of the feeding grade (IX-S in workmen category) was higher than the pay scale of the promotional grade Rs. 6500-10500 (E-0 level). Further, the annual grade increment of the E-0 cadre was lower than that of IX-S category of workmen. There were other discrepancies in the carrier growth of an employee due to difference in promotional channel, as in the erstwhile RSMDC set up, workmen in the highest category (equal to IX-S) were being directly promoted to the post of Asstt. Manager (E-1 level) having a pay scale of Rs. 8000-13500, as E-0 cadre did not exist in e-RSMDC, whereas they were promoted to E-0 level in RSMML set up.

The Managing Director brought to the notice of the Board that representations received from the RSMML Executive Association in this regard was also considered and it was felt that for resolving the long standing grievance of the employees of E-0 cadre, abolition of the E-0 cadre was the most appropriate course of action. This would ensure parity of treatment to the employees and also correct the existing anomalies.

The Board was further informed that on the same reasoning, the Working Group and the Committee of Board constituted at the time of amalgamation had recommended abolition of E-0 cadre (Jr. Manager), which was agreed to by the Board.

The Board also desired to know that whether abolition of E-0 cadre would result in any adverse impact on the existing seniority or seniority after amalgamation. To this, the Managing Director replied that abolition of E-0 would not have any adverse impact on the existing seniority or seniority after amalgamation as the inter-se seniority of such executives within the same discipline would remain unaffected. Further, for the purpose of eligibility within the same discipline would remain unaffected. Further, for the purpose of eligibility for promotion to the next higher level, i.e. E-2, which is time scale promotion, the effective date of placement in E-1 cadre would be taken as 20.2.2003, which is the date of amalgamation as well as the date proposed to be taken as the date for abolition of E-0 cadre. Thereafter, it was, "RESOLVED that the approval of the Board be and is hereby accorded for deletion of the E-0 cadre from the structure of RSMML (Recruitment and

Promotion) Rules, 1991 with effect from 20.02.2003, which is the effective date of amalgamation.

RESOLVED FURTHER that the existing Junior Managers (E-0) be placed in the Asst. Manager (E-1) level in the existing pay scale of 8000-275-13500 fixing them at the same level or at the immediate next higher level as per their existing basic pay.”

Sd/-
COMPANY SECRETARY



RAJASTHAN STATE MINES & MINERALS LIMITED

(A Government of Rajasthan Enterprises)

Ref:RSMML/CO/Pers/19(12)90-534

Dated: 25th July.1990

ALL HEAD OF DEPARTMENTS:

Sub: Voluntary Retirement Scheme.

The management has prepared a “ Voluntary Retirement Scheme “ for the employees of the Company applicable from 1st August, 1990. You are requested kindly to give wide publicity to this Scheme by circulating the same amongst the employees working under you.

Sd/-

(K.V. VAJPAYEE)
CHIEF (PERS. & ADMN.)

CC TO: (1) General Secretary, RPMS.
(2) General Secretary, GMWU
(3) Notice Board.

PROPOSED VOLUNTARY RETIREMENT SCHEME AS PER BPE GUIDELINES

- (1) An employee who has completed 10 years of service or completed 40 years of age may seek voluntary retirement by a written request.
- (2) The management will have the right not to grant Voluntary Retirement for reasons to be recorded in writing
- (3) The terminal payments available to an employee who seeks voluntary retirement would be:
 - (a) Amount payable under CPF Scheme as applicable to the employee.
 - (b) Cash equivalent of accumulated earned leave as per the rules of the Company.
 - (c) Gratuity as per Gratuity Act or the Gratuity Scheme applicable to the employee.
 - (d) One month's/three month's notice pay (as per the conditions of services applicable to him).
 - (e) An ex-gratia payment equivalent to 1½ months emoluments (Pay + D.A) for each completed year of service or the monthly emolument at the time of retirement, multiplied by the balance months of service left before normal date of retirement, whichever is less.
 - (f) Travel by the entitled class to the place where he intends settling down.
- (4) The management may make, the exceptional cases, a higher ex-gratia payment with prior approval of BPE.
- (5) The Voluntary Retirement Scheme would be applicable to all employees, workers and executives.

**RAJASTHAN STATE MINES & MINERALS LIMITED**

(A Government of Rajasthan Enterprises)

Ref:RSMM/CO/Pers/19(12)90-878**Dated: 20th Nov.1990****C I R C U L A R**

The Voluntary Retirement Scheme was circulated vide Circular No.RSMM/CO/Pers/19(12)/90/534 dated 25.7.1990. Vide para 3 (e) of the scheme ex-gratia payment is payable equivalent to 1½ months emoluments (Pay + D.A.) for each completed year of service or the monthly emoluments at the time of retirement, multiplied by the balance months of service or the monthly emoluments at the time of service left before normal date of retirement, whichever is less. As a one time decision, the management has decided that such of the employees who seek voluntary retirement on or before 20.12.90 would be eligible for ex-gratia payment equivalent to 2½ months emoluments for each completed year of service. Other terms and conditions as contained in the Voluntary Retirement Scheme would remain the same. Applications received after 20.12.90 will not be considered for ex-gratia payment @ 2 ½ months emoluments for each completed year of service.

Sd/-
(K.V. Vajpayee)
Chief (Pers. & Admn.)

CC to:

1. GGM(LSD).
2. GM(Phos), Jkt.
3. GM(G&LD), Bikaner.
4. GM(Benef.).
5. GM(Proj.).
6. GM(P&S)./Mktg.
7. FA & CAO.
8. Jaipur Office
9. Delhi Office.
10. GS, RPMS,Jkt
11. Secretary, RPMS, Jkt.
12. G.S. GMWU, Bikaner.
13. DM(P&A),Jaisalmer.
14. Notice Board.

F.No.200/196/90-II(A1)

Government of India
Ministry of Finance
Department of Revenue
Central Board of Direct Taxes.

.....

New Delhi,
5th December, 1990

To,
The Managing Director,
Rajasthan State Mines & Minerals Ltd.,
24, Uniara Garden,
Jaipur - 302 004

Subject:- Approval of Voluntary Retirement Scheme 1990 for the employees of Rajasthan State Mines & Minerals Limited under section 10(10c) of the Income-tax Act, 1961.

Sir,

Please refer to your letter No.RSMM/CO/CS/90 dated 3rd December,1990 on the above subject.

2. The matter is receiving attention.

Yours faithfully,

Sd/-
(Mrs. V. Ramakrishnan)
Section Officer.

F.No.200/196/90-IT(AI)

**GOVERNMENT OF INDIA
MINISTRY OF FINANCE
(DEPARTMENT OF REVENUE)
CENTRAL BOARD OF DIRECT TAXES**

New Delhi,
Dated the 5th December,1990.

To,

The Managing Director,
Rajasthan State Mines & Minerals Ltd.,
24, Uniara Garden,
Jaipur - 302 004.

Sub: Approval of Voluntary Retirement Scheme 1990 for
the employees of Rajasthan State Mines & Minerals
Limited under Section 10 (10c) of the Income-tax
Act,1961.

Sir,

Please refer to your letter No.RSMM/CO/CS/90 dated the 3rd
December, 1990 on the above subject.

2. The matter is receiving attention.

Yours faithfully,
Sd/-
(Mrs.V. RAMAKRISHNAN)
SECTION OFFICER
CENTRAL BOARD OF DIRECT TAXES.

Copy to:-

1. The Chief Commissioner of Income-tax, Jaipur, Copy of the above mentioned letter is forwarded to him for favour of an early report in the matter.
2. The Assistant Director, Ministry of Labour I&E (SS) Section, New Delhi. A copy of the letter under reference is enclosed herewith. It is requested that their comments in the matter may be sent immediately.

Sd/-
(Mrs.V. RAMAKRISHNAN)
SECTION OFFICER
CENTRAL BOARD OF DIRECT TAXES.

MINES (GR.I) DEPARTMENT

No.F.9(16)MINES/I/90

Jaipur dated 4th December, 1990

To,

Chairman,
Central Board of Direct Taxes,
Government of India,
North Block,
New Delhi.

Sub: Approval of the Voluntary Retirement Scheme for the
purpose of exemption U/s 10 (10-C) of the Income Tax Act, 1961.

Sir,

I am directed to refer on the above subject and to say that Rajasthan State Mines & Minerals Limited purposes to introduce a Scheme for the Voluntary Retirement of its surplus employees. This Scheme has been framed entirely on the guidelines issued by the State Government in the State Enterprises Department vide their letter No.F.2(9)BPE/89/1947 dated 5th July, 1989. Under section 10(10C) of the Income Tax Act, 1961 the ex-gratia amount payable to an employee opting for this Scheme is liable for income-tax, unless specific exemption in this regard has been obtained by the enterprises, from the Central Government. Non-availability of such exemption is proving to be a major hindrance in the implementation of this Scheme so far as the enterprise is concerned.

In this connection the enterprise proposes to approach the Central Board of Direct Taxes, seeking such exemption. A letter written in this regard by the enterprise to the CBDT is enclosed, which is self-explanatory.

This letter is forwarded to you for your kind consideration and approval of the proposal contained therein.

Yours faithfully,

Sd/-
(M.L. JAIN)
Dy. Secretary to Government.

Encl: As above.



RAJASTHAN STATE MINES & MINERALS LIMITED

(A Government of Rajasthan Enterprises)

Ref:RSM/CO/Pers/19(12)93-243

Dated: 10/22.6.1993

C I R C U L A R

A Voluntary Retirement Scheme (VRS) with the following terms and conditions is in vogue in the Company:-

- i) An employee who has completed 10 years of service or completed 40 years of age may seek voluntary retirement by a written request.
- ii) The management will have the right not to grant Voluntary retirement for reasons to be recorded in writing.
- iii) The terminal payments available to an employee who seeks voluntary retirement would be:
 - a) Amount payable under CPF scheme as applicable to the employees.
 - b) Cash equivalent to accumulated earned leave as per the rules of the Company.
 - c) Gratuity as per Gratuity Act or the Gratuity Scheme applicable to the employees.
 - d) One month's/three month's notice pay(as per the conditions of service applicable to him).
 - e) An ex-gratia payment equivalent to 1 ½ months emoluments (Pay + D.A.) for each completed year of service or the monthly emolument at the time of retirement, multiplied by the balances months of service left before normal date of retirement, whichever is less.
 - f) Travel by the entitled class to the place where he intends settling down.

- iv) The management may make, in exceptional cases, a higher ex-gratia payment with prior approval of BPE.
- v) The Voluntary Retirement Scheme would be applicable to all employees (workmen and executives).
- 2) A proposal to allow a higher rate of an ex-gratia payment is under consideration of the management. The proposal envisages payment of an ex-gratia amount equivalent to 2 ½ months emoluments (Pay + DA) for each completed year of service or the monthly emolument at the time of retirement, multiplied by the balance months of service left before normal date of retirement, whichever is less. This is subject to the approval of BPE.
- 3) The employees who desire to avail of this VRS benefit at the proposed enhanced rate of ex-gratia payment should apply to the undersigned through the concerned HODs within 30 (thirty) days from the date of this circular.
- 4) The management wishes to re-iterate that the above scheme is not final and cannot be implemented till such time it is approved by the State Govt./BPE. If the scheme is not approved, all applications under the terms of this circular will be treated as automatically withdrawn.
- 5) Any application for voluntary retirement under this scheme will not in any manner be held against an employee.

Sd/-
Chief (Pers. & Admn.)

Copy to:-

GGM(LSD)/GGM(P&S)/GGM(Proj.)/GGM(Phos)/

GGM(G&L)/GM(Mkt.)/FA/ - for wide circulation amongst the employees.

Manager (Admn.), JKT

SM(Admn.)

PS to MD

General Secretary, RPMS.

General Secretary, GNWU, Bikaner.

Secretary, RPMS, C.O.

Notice Board - C.O./Phosphate Divn.

Sd/-
Chief (Pers. & Admn.)

Government of Rajasthan

(State Enterprises Department)

BUREAU OF PUBLIC ENTERPRISES

F.2(9)BPE/89/1187
1999

Jaipur, dated 30th April,

**Chief Executives of all
State Public Enterprises**

**Sub: Voluntary Retirement Scheme for the employees of State
Public Enterprises.**

Sir,

Kindly refer to the guidelines No.F.2(9)BPE/89/1947 dated 5.7.89 issued by the BPE on the subject which contains one of the conditions as under:-

“ An employee who has completed 10 years of service or completed 40 years of age may seek Voluntary Retirement by a written request “

Public Sector Enterprises have approached BPE to delete this condition to facilitate Voluntary Retirement of such excess employees who had served for less than 10 years or had not attained the age of 40 years. BPE has considered the matter. I am directed to convey that the conditions is hereby withdrawn.

Yours faithfully,

**Sd/-
Secretary to Government.**

Copy forwarded to:-

1. Secretary to Governor/Chief Minister, Rajasthan, Jaipur.
2. PS to Chief Secretary (Member Secretary,(BPE), Raj. Jaipur.
3. All concerned Secretaries to Govt./Spl. Secretaries to Govt. Rajasthan, Jaipur.
4. Guard File.

**Sd/-
Officer on Special Duty.**

Ref:RSMM/CO/Pers/BPE/99/221

Dated: May,1999.

Copy forwarded to: All Divisions/Unit/Office for information and necessary action.

Sd/-

Dy. Manager (P&A)

APPLICATION FOR VOLUNTARY RETIREMENT

To,

The Group General manager,
RSMML Ltd.,
Phosphate/Gypsum/Limestone/C.O.

Through Proper Channel

I intend to take Voluntary Retirement under the existing V.R.S. of the Company. My application may kindly be accepted and the Voluntary Retirement benefits may be given to me as per rules of the Company. My particulars are as under:-

1.	Full Name (In Block Letters)	
2.	Employee No.	
3.	Designation	
4.	Department	
5.	Pay Scale	
6.	Basic Pay	
7.	Date of Appointment in the Company	
8.	Date of Birth	
9.	Date of normal superannuation/retirement	
10.	Declared Home Town.	
11.	Whether any departmental Enquiry is pending (enclose details)	
12.	State reason(s) why Voluntary Retirement is required (Supporting documents, if any may also be enclosed)	
13.	Name/ Address of place where the applicant proposes to settle.	

14.	Any other relevant particulars.	
-----	---------------------------------	--

DECLARATION

I _____ son /daughter/wife
of Shri _____ E.No. _____ presently working
as _____ in _____ deptt. _____ unit solemnly
declare that the contents of Para 1 to 14 are true to my knowledge and belief and
nothing has been concealed.

Signature

Name & Designation

Employment No.

Deptt./Unit.

Service Particulars of the Employee verified by the Employer

Contents of VRS application of Shri_____ Designation_____ Emp.No._____ from S.No. 1 to 15 are checked and found correct. A separate sheet of pay particulars is also enclosed.

Further details are as under:-

1. No.of years of service completed.
2. Balance months of the service
3. Actual Entitlement for Ex-gratia
4. Entitlement of Notice Pay One month/Three months
5. Date of AGI
6. Leave Balance P.L. S.L.
7. Entitlement of leave as per rules. P.L. S.L.
8. Entitlement of gratuity as per rules.
9. State the arrangement as to how the work would continue without any replacement on acceptance of VRS

Signature
Head of Personnel Deptt.of concerned Unit

Specific recommendation of the concerned HOD/Divisional Head.

Forwarded to CPA/C.O.

Appraisal of VRS Application

1. Whether the employee fulfills the requirement of minimum service/minimum age under VRS - Yes/No
2. Whether Budget provisions for Voluntary Retirement exists - Yes/No
3. Whether there is surplus manpower in the cadre (if the answer is yes the post is not to be filled up) - Yes/No
4. Recommendation as to whether the Voluntary Retirement should be accepted. (if yes, the name of person taking Voluntary Retirement is to be included in the list to be sent to BPE & if No, reasons for Rejection are to be given) - Yes/No

Signature of CPA

Voluntary Retirement Accepted/Rejected.

Signature of MD



RAJASTHAN STATE MINES & MINERALS LIMITED

(A Government of Rajasthan Enterprises)

Ref:RSMM/CO/Pers/F.3(15)92/04/ 1160

Dated: 20/23.3.04

OFFICE ORDER

The Board in its 343rd meeting held on 10.3.2004 has approved adoption of the **Voluntary Separation Scheme** from services (Special leave without pay) for employees of the company to facilitate them to start their own business or get any alternative employment outside the company without resigning their services. It is made applicable for a period of one year from 1.4.04 to 31.3.05. The scheme may be reviewed by the Board at any time. The said scheme shall be as under:-

1. The Scheme shall be known as “ Rajasthan State Mines & Minerals Limited Voluntary Separation Scheme-2004 ”
2. **Applicability**
 - 2.1 The scheme shall be applicable to all regular employees excluding employees working in contract or on deputation from other organizations/departments and the Company would not require substitution for the person relieved on grant of such leave.
3. **Terms of Voluntary Separation**
 - 3.1 On application, the employees would be allowed the Special Leave (without Pay) for a minimum period of 2 (two) years and a maximum of 5 (five) years but in any case, the employee will not be allowed to join the service before the expiry of two years. This facility will be available only once in the entire service period of the employee.
4. **Right and obligation of employee**
 - 4.1 The employee shall be free to take any employment within or outside India during the tenure of the said special leave but he/she will not be allowed to seek employment with any department of the Government of Rajasthan, companies under its control, corporation, local bodies, co-operatives and other state government aided institutions. The employee will not be allowed to participate in political activities. The employee will also be required to mention his local address (within India) in the application.

- 4.2 Joining another institutions or self-employment will not be treated as violation of standing orders/service rules/disciplinary or other rules of the Company.
- 4.3 The period of special leave under voluntary separation from service will be treated as Leave without pay. The period of said special leave will not be considered as service for the purpose of entitlement of Earned Leave and computation of pension. However, if the employee continues his own contribution for pension, the said special leave period may be considered as pensionable service. Further, during the period of special leave, the post of the employee shall be considered as filled up and not available for recruitment or promotion.
- 4.4 During the said Special Leave period, the employee would be allowed to retain the company quarters on payment of rent as per rules of the company and the employee would ensure that the rent is deposited regularly with the Company.
- 4.5 The employee will be responsible for repayment of loans/installment of loans and advances of the company and other institutions.
- 4.6 Facilities of the reimbursement of Medical expenses, telephone and vehicle expenses or use of official vehicle/telephone will not be allowed to such employees during the special leave under this scheme.
- 4.7 In case of death of the employee during the period of voluntary separation from service, the company may appoint one member of his family on compassionate grounds as per the rules of the company.
- 4.8 The period of voluntary separation from service will not affect the seniority and chances of promotion of the employee. The annual confidential report for the period of voluntary service separation of the employee will be treated as "good". During this period proforma promotion will be admissible to the employee who is eligible for promotion but in such cases only notional benefit will be allowed from the date of return from such leave. During period of such leave the post of concerned employee shall be treated as filled up and not available for promotion or recruitment.
- 4.9 The employee can resign from the services of the company during the period of voluntary separation from service or on expiry of such period. No notice period shall be required for the above purpose. However, if such employee does not resume his duties on expiry of the said voluntary separation from service period, then the appointing authority will issue a 'show cause' notice or publish in the local Newspaper, as per the address mentioned in Clause 4.01 of these Rules, a notice stating that why his absence may not be treated as resignation from the services of the Company. If reply is not received within

the stipulated time given in the notice or his reply is found to be unsatisfactory, the company may terminate his services.

- 4.10 If such employee has completed the minimum service prescribed for Voluntary Retirement Scheme (VRS), then the employee can opt for VRS within the Special Leave Period or on completion of the said Special Leave. In such case also, the employee is not bound for the notice period.
- 4.11 Employee of the company can seek voluntary retirement from the service of the company after return from the voluntary service separation period and there will be no necessity to avail notice for the Voluntary Retirement. In case the employee, soon after the expiry of such Voluntary Separation Period does not resume his duties in the company, then Management will issue "Show Cause Notice" to such employees at his normal official residential address and the Management shall have sole discretion to accept or not to accept the application.
5. The Managing Director shall be the competent authority for sanctioning voluntary separation from service to any employee (Executive & Non Executive) of the Company.

6. Interpretation.

On any dispute on interpretation of the Scheme, the decision of the Managing Director shall be final and binding on the employee.

Sd/-
(Snehlata Panwar)
Chief (Pers. & Admn.)

Copy to:

1. PS to Chairman/MD.
2. F.A.
3. All GGM.
4. All HODs
5. Sr. Manager (F&A), C.O.
6. Company Secretary, C.O.
7. Notice Board, C.O.
8. Notice Board of All SBUs-PCs/Unit/Offices
9. Gen. Secretary, RSMML Executive Association
10. Gen. Secretary, RSMML Workers Federation.
11. Concerned file/Master file.

Sd/-
(Snehlata Panwar)
Chief (Pers. & Admn.)

HOUSE BUILDING LOAN (GRANT & RECOVERY) RULES FOR EMPLOYEES OF RSMML 1978

1. SHORT TITLE AND COMMENCEMENT :

These rules shall be called "House Building Loan (Grant & Recovery) Rules for employees of RSMML 1978". They shall be deemed to have come into force with effect from 1.4.1978.

2. APPLICABILITY :

These rules shall apply to the permanent employee's only of the Company who have completed five years of continuous service with the Company and are member of the Provident Fund Scheme of the Company.

2.2 The advance will be available only for constructing/purchasing land/house/flat/tenement. 60% of the loan will be sanctioned for construction of house within municipal limits of a town or city where RSMML has its Units/office or outside such limits, but not beyond a radius of 25 kms, from such limits; and the remaining 40% for constructing house anywhere in Rajasthan.

3. DEFINITIONS :

- a) 'Company' means the Rajasthan State Mines & Minerals Ltd., (and its successors).
- b) 'Employees' means of permanent employees appointed as such by the Company and such appointment having been confirmed in writing by the Company.
- c) 'Loan' means amount given by the Company to its above employee with a view to purchase land and/or construct residential house (and/or own residential flat) bearing interest as may be determined by the sanctioning authority from time to time.
- d) 'Sanctioning Authority' means the Managing Director and/or his delegates.

- e) 'House Building Loan' means the amount advanced by the Company to its employee for the purpose of purchase of land and/or construction of house (and/or to own a flat).
- f) 'Document' means such conveyance on whose transfer property can be legally transferred.
- g) 'Title' means clear right of the employee on the property without any encumbrance to others.
- h) 'Pay' means, pay as defined in the Service Rules/Standing Orders of the Company.

4. PURPOSE FOR WHICH HOUSE BUILDING LOAN MAY BE GRANTED :

The House Building Loan shall be admissible to an employee for the following purpose excluding any transfer/sale of ancestral property amongst relations.

- i) To purchase freehold and/or lease hold 'abadi' land and to build a residential house there upon.
- ii) To build a residential house on land already owned by an employee or jointly with his/her spouse.
- iii) To purchase a residential house or own ownership right in a flat or treatment including the house or flat built by the Rajasthan Housing Board.

5. GENERAL CONDITIONS FOR GRANT OF HOUSE BUILDING LOAN:

- i) The House Building Loan cannot be claimed as a matter of right.
- ii) The land/plot of House or House purchased or constructed with the aid of advance shall be considered to be the property of the company until the advance with interest accrued thereon is fully paid and it shall be mortgaged to the Company as provided in these rules.
- iii) Simple interest at the present rate of 7 ½ % per annum or fixed by the Company from time to time shall be charged on the amounts of loan. The interest shall be calculated on the balance outstanding on the last date of each month. Where, in the event of death of an employee before complete repayment of loan with interest thereon, it becomes necessary to recovery a part of loan and/or interest on the amount of loan by adjustment either against death-cum-retirement gratuity

and/or bonus and/or contributory Provident Fund and/or leave salary and/or other emoluments payable after the date of death in the event of death the interest on loan shall not be charged beyond the date of death of the employee.

- iv) The grant of house building loan and/or interest is subject to repayment in instalments through monthly pay bills or recovery of a part of loan and/or interest by adjustment against death-cum-retirement gratuity in accordance with the provisions of these rules. In case the employee does not repay the balance of loan and/or interest due to the Company on or before the date of his retirement, it shall be lawful for the company to enforce the security of the mortgage at any time thereafter and recover the balance of loan due together with interest and cost, by sale of the house or in such manner as may be permissible under the law.
- v) The House built or purchased with the aid or loan shall be maintained in good condition by the employee and he shall ensure that it is kept free from all encumbrances. He shall also pay all municipal and local taxes regularly until the loan has been fully paid back.
- vi) An employee on completion of construction of house or purchase of the house, as the case may be, shall ensure the house against risks of fire, flood and lightening at his own cost.
- vii) Loan given for construction of house or for purchase of land and construction of house thereon shall be deemed to have been completely utilised on the expiry of a period of six months from the date of withdrawal of last instalment unless specified orders have been passed by the sanctioning authority in a particular case owing to delay caused in completion of the house on account of circumstances beyond his control.
- viii) Contravention of the provisions of these rules shall render an employee liable to refund the whole amount in one instalment with compound interest (with yearly interest) at a penal rate which will be 2% above the rate of loan. If the employee fails to refund the entire amount of loan in one lumpsum, the recovery shall be effected in such manner as may be permissible under law.
- ix) A House Building Loan shall not be granted to an employee who is due to be superannuated within a period of 5 years from the date of issue of advance. Employee having 10 years service due before superannuation would be entitled for full quantum of loan and in case of lesser period to 10 years but more than 5 years would be entitled for proportionate amount of loan in ratio to 10 years.

- x) If loan has been taken by an employee under MIGH/LIGH Schemes before grant of house building advance by the company, he shall intimate the amount of such loans to the authority competent to sanction house building advance at the time of making application. He shall also furnish a letter of authority from the MIGH/LIGH authority granting permission to obtain additional loan from the Company and for mortgaging property to the company also. Similarly, if an employee has already obtained from the company House Building Advance or any instalment thereof, he shall obtain prior permission of the Company authorities for obtaining loan under HIGH/LIGH Schemes. Such permission shall be granted by the authority competent to sanction house building advance under these regulations. The loan creating second charge in favour of the company, shall be granted only when the total value of the property is in the opinion of the competent authority exceeds both the loans granted under the HIGH/LIGH Schemes and to be granted by the company taken together, by 25 percent or more.
- xi) If both the husband and wife are in employment of the company, only either of the two shall be eligible for House Building Loan.
6. During a financial year 75 loan will be sanctioned and the financial implication shall not exceed Rs. 16 lakhs per year. In the matter of sanction of loan an employee with longer service in Company will rank higher than an employee with shorter service.

7.

i) The House Building Loan shall be granted to an employee once/during tenure of service to the extent indicated below :-

S.No.	Purpose of loan	Amount of Loan	Max. no. of instalments of both principal & interest
	Original Advance		
1. i)	To purchase land	Upto 6 months pay	48
ii)	To purchase land and build a residential house	Upto 18 months pay	120
2.	To build a residential house on land already owned	Upto 18 months pay	120
3	To purchase a residential House (or	Upto 18 months pay	120

	ownership rights in a flat or tenement)		
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- ii) The amount of loan admissible under sub-rules (a) above loan shall be subject to the following further conditions :-
- i) Where an employee has been granted and drawn House Building Loan to the extent of six months salary prior to coming in force of these rules, he shall be entitled to the grant of loan to the extent of balance quantum (in months terms) as permissible under these rules.
 - ii) The actual amount of loan and number of instalments for repayment will be determined in each case keeping in view an employee's capacity to repay the entire amount of loan with interest thereon upto the date of retirement.
 - iii) For purchase of a plot of land and the actual cost of the plot or 6 months salary, whichever is less shall be admissible subject to adjustment against the total amount of House Building Loan admissible under these rules.

8. PAYMENT OF LOAN:

The actual amount of loan will continue to be determined in each individual case, keeping in view the capacity to repay the entire amount of loan with interest thereon upto the date of retirement of the employee concerned. The amount recoverable from the employee from the commencement shall be arrived at by adding the interest to the principal sum.

9. EXECUTION OF MORTGAGE DEED:

- i) To secure the Company from the loss consequent upon an employee dying or quitting service before complete repayment of loan with interest accrued thereon on accordance with provisions of these rules, the house purchased, built together with land on which it stands shall be mortgaged in favour of the company in form "B". The borrowing employee is responsible for the mortgage bond being registered at own cost within three months from the date of execution. The bond, so registered will be retained by the sanctioning authority.
- ii) The original documents of title to land or property shall be presented by the employee to the sanctioning authority alongwith the mortgage bond who shall after examining the same, make an endorsement on it about the fact and particulars of mortgage of the land or property with

the company. The original documents of title shall be returns to the employee against receipt after retaining a copy of such documents alongwith endorsement made thereon. On complete payment of due mortgage money, the sanctioning authority shall make an endorsement on the mortgage deed acknowledging receipt of the payment of whole of the mortgage money.

10. SALE AND DISPOSAL :

- i) Ordinarily a Company employee shall not sale or otherwise dispose of the house built, purchased or repaired with the aid of advance till the advance, together with the interest thereon, has been fully paid.
- ii) The sanctioning authority may, however, permit an employee to seal or otherwise dispose of the house before the advance taken for its construction or purchase or repairs etc. from the Board together with the interest thereon has been fully paid provided he is thereby enabled to clear the whole amount due.
- iii) The Company, in special circumstances, may permit the Board employee to seal the house provided that out of the sale proceeds, an amount equal to the amount of loan is invested in purchase of another house, which is mortgaged to the Board.
- iv) Mortgaged property will be released on liquidation of the full amount due by a reconveyance deed.

11. MORTGAGE :

An employee shall be required to execute a mortgage bond with the period indicated below :-

a)	Where loan is taken for purchase of land site and construction of house thereon or for purchase of built house or flat (or tenement)	<u>Period</u> 6 months from the date of drawal of advance
b)	Where loan is taken for construction of a house on land already owned	At the time of drawal of advance

- c) An employee shall not sale or otherwise disposes of the house built, create the change on the property/or purchased with the aid of loan till the loan together with the interest thereon, has been fully paid.

12. RECOVERY OF LOAN :

- i) The amount of advance shall be recovered in prescribed number of instalment through monthly pay bills. The first instalment shall commence with the first issue of pay after a period of 6 months from the date of drawal of final instalment of advance.
- ii) The monthly recovery towards repayment of loan shall also be made from the leave salary or subsistence allowance payable to an employee while on leave of any kind or under suspension. The sanctioning authority may, however, in case of an employee placed under suspension, order reduction in the amount of monthly instalment or suspend the recovery from the subsistence allowance provide that the amount of the instalments is repaid within the period originally fixed.
- iii) It is provided that when an employee expires while in service leaving unpaid loan(s) drawn from the Company, the amount of interest remaining due may be waived in full on the condition that the loan amount is paid by the widow or dependant of the deceased employees in lumpsum or in such instalments as the Managing Director, may fix.

13. PROCEDURE FOR GRANT OF LOAN :

The following procedure shall regulate the grant of House Building Loan admissible to an employee under these rules:-

- a) An application shall be made to the sanctioning authority in the prescribed form "A".
- b) The sanctioning authority shall enter the particulars in the Register for House Building Loan (Appendix) and proceed to examine the application in the manner indicated below :-
 - i) The sanctioning authority shall ascertain that the applicant or jointly with his/or spouse has a clear title to the land on which the house stands or is proposed to be build. Applicant shall provide satisfactory evidence in this respect. The sanctioning authority shall examine the documentary evidence filed with the application, including a certificate from the local registration office that the land on which the house stands or proposed to be built has been free from encumbrances for the last 12 years. Even license deed issued by U.I.T. on full payment may also be treated as document of title. In case of doubt, the sanctioning authority may obtain legal opinion.

- ii) When loan is required to be sanctioned for purchase of a house or land on which house is to be constructed the sanctioning authority should ensure that the applicant will have undisputed title to the house or land on payment of the purchase price and that there will be no obstacle to it being mortgaged to the company and the company will have the right to fore-closing on the conditions mentioned in the mortgage bond. The onus of proving that he will have undisputed title of the house or land on payment of purchase price shall rest on the applicant and he will be required to file necessary documentary evidence for this purpose.
- iii) The sanctioning authority shall ensure that no loan is given for purchase of site which is agricultural land and which has not been converted into abadi land. However, for constructing house on an agricultural land, loan can be sanctioned provided that prior approval of the competent revenue officer under Rajasthan Tenancy Act, 1955 and rules thereunder is furnished.
- iv) In order to ascertain that the amount asked for is reasonable, building plan and estimated cost per sq.metre or sq.feet of built-up area of the house proposed to be built and in case of purchase of house the plan drawing and the estimated value shall be examined by the sanctioning authority.
- v) In case of loan for construction of a house the sanctioning authority will obtain a mortgage bond for the house proposed to be built before loan is disbursed.
- vi) Amount of loan shall be sanctioned either in one instalment or more than one instalment as indicated below :-

S.No	Purchase of loan	No. of instalments
1	For purchase of a built house, flat (tenement)	In one or more instalments
2	For purchase of land and to build a residential house	i) In one instalment for purchase of plot. ii) In two or more instalments for construction of a house after purchase of land, depending upon availability of funds, 50% would be paid in 1 st instalment and the remaining 50% be paid in the 2 nd instalment on

		completion of roof level..
3.	For construction of house on the land already owned	In two or more instalments depending upon availability of funds. 50% would be paid in 1 st instalment and rest 50% would be paid in 2 nd instalment on completion of roof level.

14. Period within which purchase of a plot or house or construction of a house on the plot purchased with the aid of loan should be completed after drawal of loan.

- i) An employee who is sanctioned loan for purchase of house shall complete the purchase within a period of six months from the date of drawal of advance.
- ii) In case where loan is sanctioned for purchase of a plot and construction of a house thereon the purchase of plot shall be completed within a period of 3 months from the date of drawal of first instalment and the house shall be constructed completely within a period of 6 months from the date of drawal of final instalments.
- iii) Where loan is taken for construction of a house on the plot already owned by the employee, the house shall be constructed completely within a period of 6 months from the date of drawal of first instalment of loan.

15. MODE OF DRAWAL OF ADVANCE :

Immediately on sanction of the loan the concerned employee shall execute the agreement in the prescribed form No."A" and on submission of same to the sanctioning authority shall draw the loan.

16. The House Building Loan already disbursed and/or is likely to be disbursed would be governed by these rules.

**GRANT OF HOUSE BUILDING ADVANCE TO
EMPLOYEES FOR PURCHASE OF A HOUSE OR
FLAT BUILT BY THE
RAJASTHAN HOUSING BOARD**

SECTION -II

16.1

- (i) Notwithstanding the provisions contained in these rules, an employee, who makes an application to the Rajasthan Housing Board as intending purchaser of a house/flat under the Rajasthan Housing Board's Schemes for General or Specific Registration of Indenting Purchasers, may be granted advance under this rule equal to the amount which he is required to deposit with the Rajasthan Housing Board according to the aforesaid Schemes of the Rajasthan Housing Board.
- (ii) The amount of advance sanctioned under clause (i) of this rule shall be treated as first or the final instalment of House Building Advance, in case of purchase of a house/flat on outright sale basis or hire purchase sale basis, respectively. Subject to the availability of funds, an employee shall in case of purchase of a house on outright sale basis be granted remaining amount of advance admissible to him under clause 7 of rule 7 of these rules in one lumpsum on receipt of a letter of allotment from the Board provided that the total amount of advance including the amount of registration deposit sanctioned under clause (i) of this rules shall in any case not exceed the amount of the cost of the house payable to the Rajasthan Housing Board or the amount of advance admissible to the employee under rule 7.
- (iii) The amount of advance under this rule shall be granted to an employee (i) who is otherwise entitled to House Building Advance under regulations contained in Section I, (ii) who has not been allotted any plot of urban land at concessional price by Urban Improvement Trust or Rajasthan Housing Board or any Municipality, or by the Company or State Government at any place in Rajasthan (iii) who has not been previously sanctioned House Building Advance under these rules.

16.2 The Bill in form "E" shall conspicuously indicate in red ink that the amount of the advance shall be payable by cheque drawn in favour of the Secretary, Rajasthan Housing Board, Jaipur. The Accounts Officer, after auditing the bill remit the amount of advance to the Secretary, Rajasthan Housing Board by

means of cheque intimating full particulars of the employees on whose behalf the amount is remitted. The intimation shall also indicate that in case the registered applicant is not allotted a house or flat by the Rajasthan Housing Board or if he himself desired to obtain refund of the deposit at any time before the allotment of the house, the Rajasthan Housing Board shall arrange refund of the deposit to him (Accounts Officer). A copy of the intimation shall be sent to the sanctioning authority, drawing authority and the concerned employee.

- 16.3 The House or flat purchased from the Rajasthan Housing Board on outright sale basis shall be mortgaged to the Company in accordance with the procedure laid down in rule 9(1).
- 16.4 An employee who purchases a house or flat built by the Rajasthan Housing Board with the aid of advance sanctioned to him under this rule shall be insured in accordance with the provisions contained in rule 5(vi).
- 16.5 The amount of advance sanctioned under clause 1 of this rule shall be recovered in the prescribed number of instalments laid down in rule 7(II). The recovery of the advance shall commence from the month following the month in which the possession of the house purchase from the Rajasthan Housing Board on outright sale basis or on hire purchase basis is acquired by the employees. The date on which the possession of the house/flat is delivered to the employee, who has taken advance under these regulations, shall be intimated by the Secretary, Rajasthan Housing Board to the Finance and Chief Accounts Officer who remitted the money as well as employee himself and the sanctioning authority.
- 16.6 Every employee who desired to take advance under this rule shall make an application to Head of Department in which he is serving, in the form given in Appendix "AA" who will pass it on to the sanctioning authority.
17. These rules supercedes all previous rules, convention, practices etc. in this regard.



Rajasthan State Mines & Minerals Limited

(A Government of Rajasthan Enterprise)

FORM 'A'

APPLICATION FOR HOUSE BUILDING ADVANCE

1 (a)	Name	
(b)	Designation	
(c)	Scale of pay	
(d)	Present pay (showing basic pay, D.A. and Special pay, if any separately)	
(e)	Date of confirmation in the Company	
(f)	Date of birth	
(g)	Date of attaining superannuation age	
2.(a)	Office in which employed	
(b)	Unit	
3.	Amount of advance applied for	
4	Purpose of taking the advance	

	vis :-			
	a) Purchasing a plot			
	b) Construction of house			
	c) Purchasing a built house			
5. (i)	a) Locality where the house is to be built/purchased together with No. of the plot to be mortgaged to the Company.			
	b) Whether the applicant has/will have undisputed title to the property purchased / repaired/constructed and that there will be no obstacles in mortgaging the same.			
6	Particulars of advance already taken by the applicant.			
No. & Date of sanction	Total amount	Date on which received	Amount of monthly instalments of repay-ment	Amount already repaid.
1	2	3	4	5
(a)	For purchase or construction of house.			
(b)	Under LIGH/MIGH Scheme Conveyance.			
7.	Whether the house would be insured at the Company employee's cost and would be kept insured till the loan money together with the interest is fully repaid.			
8.	Whether the site intended to the built upon is situated in an extension laid down with a regular			

	plan.	
9.	Whether the loan is required in one instalment and if more than one in what proportion and when.	
10.	Collateral security offered by the applicant. a) Person b) Property	

DECLARATION :

1. I hereby bind myself to use the money for the purpose applied for in accordance with the regulation regulating such advances and further bind myself to refund any surplus that may remain un-utilised for the said purpose.
2. I solemnly declare that the information furnished by me in reply to the various items indicated above is true best of my knowledge and belief.
3. I have read the "RSMML HOUSE BUILDING LOAN (GRANT & RECOVERY) RULES" regulating the grant of advance for purchase/acquisition of land/ construction/purchase/acquisition of house/flat/tenement etc. and agree to abide by the terms and conditions subtabulated therein.
4. I certify that :-
 - i) My wife/husband is not an employee in RSMML. My wife/husband who is an employee of RSMML has not applied for and/or obtained an advance under these rules.
 - ii) The construction of the house for which the advance has been applied for, has not yet been commenced.
 - iii) I or any member of my family do/does not held/or own a house/flat/tenement in my/his her own name or jointly with any other member (s) of the family or any other person, any where in India, or shall I/he/she be a beneficiary to the same nor does any one in India holds/own any such property in my benami.
 - iv) I or any member of my family have/has taken an advance (other than an advance from the Provident Fund) or any other form of benefit for the purpose of construction or purchase of a house/flat/tenement from any other source whatsoever.

- v) I or a member of my family have/has not taken a house/flat/tenement on ownership or hire purchase basis under any Housing Board Scheme etc.
5. I will at my cost execute and deliver into the Company the following documents, e.g. Agreement Power of Attorney, declaration, Mortgage Deed, Sale Deed, Letter of Guarantee undertakings etc.

Signature of Applicant

Date:

Place:

List of documents that are required to accompany the application is given below :-
(Indicate the documents that are actually attached to this application)

ANNEXURE

List of documents to accompany the application

Documents required :

1. Attested copy of the letter from the party from whom the property is to be acquired/indicating the cost of house property, terms and conditions of sale, details of accommodations available are.
 2. Attested copy of draft lease/sale deed.
 3. Where the applicant is in possession of land and desired to built a new house,
 - a) A copy of sale deed/other proof of the applicant having clear title to the land along with the site plan.
 - b) If the land is lease hold, an attested copy of the lease deed.
 - c) The copies of plan as well as estimates and specifications/plan should be duly approved by the Municipality local body concerned and where no such body exists, plan should be approved by duly licensed engaged in building construction.
-

These documents will have to be produced immediately after the purchase/ acquisition of the land and before the second instalment of advance is drawn.

APPENDIX 'AA'

**APPLICATION FORM FOR GRANT OF ADVANCE FOR
PURCHASE OF A HOUSE OF FLAT BUILT BY THE
RAJASTHAN HOUSING BOARD**

1. (a)	Name			
(b)	Designation			
(c)	Scale of Pay			
(d)	Present Pay (showing basic Pay, D.A., and Special Pay, if any, separately)			
2.	Date of Birth			
3.	Date of confirmation in the Company			
4.	Office in which employed and permanent address			
5.	State whether you are permanent or not			
6	Income group category to which you belong under the scheme for General Specific registration of intending purchasers of House/Flat.			
7	State whether you or your wife/husband/children already own a house/flat any where in Rajasthan. If so, given full particulars as below:-			
	Exact Location	Details of accommodation	Floor Area	Approximate valuation
8.	State whether you have been allotted any plot of Urban Land at concessional price by UIT, Rajasthan Housing Board, Municipality or Board or Government at any place in			

	Rajasthan or not.	
9.	Amount of advance applied for (Amount required for registration deposit under Rajasthan Housing Board's Scheme for sale of built Houses should be indicated separately).	
10.	State whether you opt to commence recovery of advance from the first issue of pay after the drawal of advance.	
11.	State whether House Building Advance or loan under LIGH/MIGH Scheme was taken previously, if so, full particulars of the advance/loan taken may be furnished.	

FORM 'A'**DECLARATIONS**

1. I solemnly declare that the information furnished by me in application is true to the best of my knowledge.
2. I have read the regulations regulating the grant or House Building Advance to employees and agree to abide by the terms and conditions mentioned therein.
3. I certify that my wife/husband is not a Company's employee and has not applied for and/or obtained an advance under these rules.
4. I hereby bind myself to use the money, for the purpose applied for in accordance with the regulations regulating such advances and further bind myself to refund any surplus that may remain unutilised for the said purpose.
5. I declare that I am to retire by and that I am eligible under the regulations to the grant of gratuity or death-cum-retirement gratuity. I agree that the Board shall be entitled to recover the balance of the said advance with interest remaining unpaid at the time of any retirement from the whole or any specified part of the gratuity that may be sanctioned to me.

**Signature of the applicant
Designation/Department**

Certified that the facts stated in the application by Shri..... are correct. It is recommended that an advance of Rs..... may be granted.

**Countersignature of the
Head of the Department**

Note: The application form shall be submitted in duplicate to the sanctioning authority, the sanctioning authority shall forward copy of the application to the Accounts Officer alongwith the copy of the sanction endorsed to him.

AGREEMENT

An AGREEMENT made on _____ day _____ Two Thousand _____ between Shri _____ S/o Shri _____ Caste _____ R/o _____ Tehsil _____ Distt. _____ State _____ presently residing at _____ and working as _____ in the Token No. _____ (hereinafter called the 'Borrower' which expression shall include his heirs, administrators, executors and legal representations and permitted assigns) of the one part and the Rajasthan State Mines & Minerals Ltd. (A Government of Rajasthan Undertaking) a Company incorporated under the Provisions of Indian Companies Act, having its Registered Office at C-89/90 Janpath, Lal Kothi Scheme, Jaipur (hereinafter called the 'Company' or the 'RSMML' which expression shall include their successors and permitted assigns) of the other part.

WHEREAS the Borrower has under the provisions of the House Building Loan Rules agreements (hereinafter referred to as "The said rules", which expression shall include any amendments thereof or additions thereto from time and/or for the time being in force) applied to the Company for the grant of Rs. _____ (Rupees _____) only to enable the borrower to purchase land and/or build house and/or for construction of a house.

AND WHEREAS the Company has agreed to lend the borrower a sum of Rs. _____ (Rupees _____) for the said purpose and the borrower the agreed to purchase and/or construct a plot and/or a house in the District of _____ Tehsil/Taluk _____ Village _____ in the State of _____ containing not less than _____ sq.ft. area from the said loan amount.

Now these present witnesses that in consideration of the sum of Rs. _____(Rupees _____) advance by the company as loan to the Borrower on _____ the receipt of which borrower hereby acknowledge, the borrower hereby binds himself with the Company on the following terms and conditions and agrees.

1. That he will repay to the Company the said amount of loan together with simple interest thereon @ Rs. _____per annum.
2. That the said amount of principal and interest shall be repaid by the borrower to the Company, in _____ instalments of Rs. _____ per month through the monthly deduction from his salary and hereby authorise the Company to make such deductions.
3. The deductions of instalments from salary shall be made from the first issue of the pay after a period of _____ months from the date of drawal of advance as aforesaid.
4. That the interest shall be calculated on the balance outstanding on the last date of each month.
5. That the borrower shall spend the full amount of the said loan for the purpose for which it has been granted within a period of _____ months. If the borrower would spend less amount that drawn for the said purpose. The borrower shall deposit the balance forthwith.
6. That the borrower undertaken to execute a mortgage deed of the house/land purchased/constructed/repared from out of the said loan in favour of the company within the time prescribed in the rules a security for the amount lent by the borrower with interest thereon as per the draft provided by the company.

7. That, if the house/land is not purchased/constructed renovated and mortgaged in favour of the company as aforesaid or if the borrower becomes insolvent or quits the services, or removed from the services, or dies the whole amount of loan and interest accrued thereon shall immediately become due and payable to the company.
8. That the Borrower undertaken to get the house built/purchased/repared with the paid amount insured against damages by fire and lighting with the/Insurance Company recognised for this purpose by the Company and shall have such policy renewed year after year till the full payment of accruing thereon. The amount of insurance shall not be less than the amount of advance outstanding against the borrower on the date of effecting of renewal of insurance.
9. That in case the borrower not utilising the amount of loan for the purpose for which it has been granted or does not repay the balance of advance due to the company upto the date of his retirement or removal from the services in the manner aforesaid it shall be seen to the Company to enforce the security of the mortgage at any time thereon after and recover the balance of advance due together with interest and cost of recovery, by sale of the house or in such other manner as may be permissible under law.
10. That the company shall have an absolute right to recover/adjust the outstanding amount of loan in the event of his death or removal from the service or retirement from the service out of amount that may be due and payable to the borrower by the company from the retiring gratuity and/or from special contribution to the Provident Fund to the extent the amount outstanding will be adjusted from any amount that may be payable to the company to the borrower including due salary etc.

11. That the Borrower undertaken to get the mortgage deed executed in favour of the company and got the same registered at his cost within a month from the date of purchase of the plot/house.
12. That the Borrower undertaken that he shall not sale or otherwise dispose of and or create any other encumbrance whatsoever on the house built/purchased/repared with the aforesaid advance till the advance together with the interest thereon has been fully paid except in the manner and subject to the conditions specified in the said rules.
13. That the contravention of the provisions of this agreement shall render the borrower liable to refund the whole amount in a lumpsum alongwith compound interest at a penal rate which will be 2% above the rate of advance unless good reasons is shown to the contrary.

IN WITNESS whereof the borrower has herewith set his hand, the day and year first above written, in the presence of witness named hereunder :-

Signed by the Borrower

Witnesses :

Signature

Occupation

Address

Signed by

For and on behalf of the Company

Signature.

APPENDIX 'B'

REGISTER OF HOUSE BUILDING ADVANCE**PART -I**

Amount allotted during the Financial Year

Reference of allotment letter No.....dated.....

S.No.	Name of the Company employee, Ledger Account No.	Reference of sanction	Amount actually drawn/ disbursed	Voucher No. Date of encashment	Balance
1	2	3	4	5	6

Note :

1. Fund allotted during the financial year from time to time shall be noted at the top of this register in appropriate column.
2. Separate Register shall be maintained for each financial year.
3. Amount of sanction cancelled shall be noted in the column of balance.



Rajasthan State Mines & Minerals Limited

(A Government of Rajasthan Enterprise)

**GOVERNMENT OF RAJASTHAN
REVENUE (GR.4) DEPARTMENT**

No. F.5(26)Rev/Gr.4/79

Jaipur 29th Nov. 1979

NOTIFICATION

In pursuance of sub-section (I) of section 43 of the Rajasthan Tenancy Act, 1955 (Rajasthan Act 3 of 1955), the State Government hereby accorded general permission to Ghair Khatedar tenants to hypothecate or mortgage their interests in the whole or part of their holdings for the purpose of obtaining loan from the Rajasthan State Mines & Minerals Ltd., Udaipur as notified by this department Notification of even number dated 29.11.79.

**By Order of the Governor,
Sd/-
(S.R. Agarwal)
Deputy Secretary to the Government**

No. 9(29)/1876

Dated 20.12.79

Copy for circulation :-

1. Notice Boards - Central Office
Commercial Office
Pers. & Admn. Office
P&D Office
Jhamarkotra Mines
Bikaner Officer

**Sd/-
Asstt. Manager (Pers.)**



Rajasthan State Mines & Minerals Limited

(A Government of Rajasthan Enterprise)

GOVERNMENT OF RAJASTHAN REVENUE (GR.4) DEPARTMENT

No. F.5(26)Rev/Gr.4/79
1979

Jaipur 29th Nov.

NOTIFICATION

In pursuance of sub-section (I) of section 43 of the Rajasthan Tenancy Act, 1955 (Rajasthan Act 3 of 1955), the State Government hereby notified the Rajasthan State Mines & Minerals Ltd., Udaipur as an institution with which a tenant to hypothecate or mortgage his interest in the whole or part of his holdings for the purpose of obtaining loan from the said institution.

**By Order of the Governor,
Sd/-
(S.R. Agarwal)
Deputy Secretary to the Government**

No. 9(29)/1877

Dated 20.12.79

Copy for circulation :-

1. Notice Boards - Central Office
Commercial Office
Pers. & Admn. Office
P&D Office
Jhamarkotra Mines
Bikaner Officer

**Sd/-
Asstt. Manager (Pers.)**



Rajasthan State Mines & Minerals Limited

(A Government of Rajasthan Enterprise)

No. RSMM/HO/PS/OO/33

Dated: 25.1.1980

CIRCULAR

In connection with the sanction of house loan, certain doubts have been expressed. The following clarifications are issued for the guidance of officers dealing with the cases from time to time.

1. Persons who are already having land and want to obtain loan for construction of house, should first mortgage the land in favour of the Company and the simple mortgage deed should also be got registered by them before disbursement of loan. The registration expenses will be borne by the employee.
2. Those who want to purchase a plot or a built house, shall be paid only 10% of the loan as advance and the balance amount i.e. 90% shall be paid directly to the party (Seller) by bank draft through concerned employee. Such employee should get mortgage deed registered in favour of the Company within two weeks of the purchase of plot/house. In villages etc. where this system possess difficult, we may not insist for this.
3. Those who contravene the provisions of agreement/house loan rules and do not properly utilise the loan, shall be charged 18% as penal interest. In addition to this the borrower should also be liable to refund the whole amount in lumpsum.
4. In case, 18 months wages as loan is granted, the same shall be recovered in 120 instalments and if 12 months wages as loan is granted, the same shall be recovered in 80 instalments.
5. In case of the grant of loan for construction of house on agricultural land, certificate regarding title deed must be obtained by the concerned employee from Tehsildar/Nayab Tehsildar. Certificate from Patwari shall not be taken as a valid certificate for any purpose. Since construction in rural areas is permissible only on 1/50th portion of agriculture holding, this should also be

- clearly indicated by the Tehsildar that the proposed construction does not contravene this provision.
6. In case of grant of loan to ghair khatedar tenent, a permission from S.D.O. to mortgage the agricultural land shall be obtained by the concerned employee.
 7. In certain cases land has been allotted to SC & ST and other persons by the Panchayat or other Government Agencies and there is a condition in deed that such land cannot be mortgaged to any other agencies except Rajasthan State Cooperative Housing Finance Society Ltd. We may grant house loan to them also, but such loan shall be given by RSMM only through such Society and ours may be second charge on that land.
 8. In case of agricultural land mortgaged in favour of RSMM, mutation in favour of the RSMML shall be obtained by concerned employee within a month from the date of registration. This is very important and we may have to watch progress.
 9. It has been observed in some cases of villages, that title deeds are not available because the concerned employees are in possession of that particular abadi land for generations and have not purchased recently. In such cases, a certificate from Panchayat that the land is exclusively owned by the concerned employee together with a certificate from Tehsildar/Nayab Tehsildar that such land is not agricultural land, should be taken as sufficient proof of ownership of that land.
 10. In case of partition, the partition deed must be registered.
 11. In case of grant of loan for the construction of house in the villages, we should not insist on plot plan etc. and certificate from the Panchayat in this connection may be taken as sufficient proof. In case of city, land plan must be obtained from U.I.T./Municipality.
 12. In case of grant of loan for construction of house first instalment shall be paid when construction reaches plinth level and second instalment on reaching the construction at roof level. In this connection, generally, certificate from local body should be accepted as valid proof regarding stage of construction.
 13. Once the loan is sanctioned to an employee of Phosphate Division, the concerning loan file shall be sent to M (P&IR), Jkt. alongwith the sanction letter for further follow-up action in the matter.
 14. Cases of employees who apply for allotment of houses from the Housing Board shall also be covered by the Company's Rules for House Building Advance. In such cases fees for registration of applications for allotment of

house may be paid by RSMML as first instalment. The payment shall be made by the Company direct to the Housing Board and deduction of instalment shall commence from the following months. The text instalment shall also be paid by the Company on production of the requisition from the Housing Board which shall be limited to the eligibility of the employee of the HBA. The instalments for repayment shall be revised and the deduction on the revised basis shall commence from the following months.

15. All the cases will be processed by the Personnel Department of Head Office. The committees appointed vide office order No. RSMM/H/F&A/1(24)/3127/79 dated 23.11.79 were only advisory in nature and created essentially to deal with accumulated cases. But the processing should not be with-held pending the committee meetings. Application of Phosphate Division for house building advance etc. shall be received by the Personnel Department of Phosphate Division and sent to the Head Office from time to time. They may do some preliminary scrutiny at their level and suggest some of the clear cut deficiencies which may exist in the application but beyond that they should not unnecessarily hold up the applications.
16. Regarding deduction it must be watched by Account Department/Time Office in Phosphate Division and by Accounts Department in the Head Office and Gypsum Division. A statement should be furnished to the undersigned every months by respective wings giving details about the loans sanctioned, mortgage of land, registration, mutation in favour of RSMML and monthly deductions etc. This statement should be commutative and include past cases also.

Sd/-
(P.N. Bhandari)
Managing Director

Copy to:

- | | | |
|------------------|----------------|-----------------|
| 1. G.M., Jkt | 2. F&CAO | 3. Sr.A.O. |
| 4. AMP | 5. A.O.(BSW) | 6. M(P&IR) |
| 7. Accounts, Jkt | 8. T.P.O., Jkt | 9. DMA, Udaipur |



Rajasthan State Mines & Minerals Limited

(A Government of Rajasthan Enterprise)

No. RSMM/CO/Pers/10(1)/84-1210

5th March, 1984

OFFICE ORDER

Sub: Amendment to Rules for Grant of House Building Advance to Workmen

It has been decided to amend the above rules to the following extent :-

1. **MAXIMUM AMOUNT OF ADVANCE :**

- i) The maximum limit for purchase/construction of house in municipal area would be 48 months' salary, subject to a maximum of Rs. 50,000/-. Out of this amount, not more than Rs. 12,500/- will be advanced for purchase of land/plot.
- ii) In case of construction/purchase of house in rural area, the limit would be 36 months' salary subject to a maximum of Rs. 37,500/-.
- iii) In case the actual cost is less than the above limit, the loan amount will be restricted to such cost.

Accordingly, House Building Advance Rules will stand revised as under :-

MAXIMUM AMOUNT OF ADVANCE :-

The advance would be limited to the following limit :-

- a) 48 months salary (Basic + DA) of the employee at the time of application or Rs. 50,000/- or the actual cost of the construction of house in a municipal area including cost of land wherever applicable, whichever is less. Out of this amount not more than Rs. 12,500/- will be given as advance for purchase of land/plot in a municipal area.
- b) 36 months salary (Basic + DA) of the employee at the time of application or Rs. 37,500/- or the actual cost of the construction of

house in rural area, including cost of land wherever applicable, whichever is less.

- c) For the purpose of granting advance, paying capacity and balance service of the workmen concerned will be taken into consideration subject to the provisions of Payment and Wages Act for the purpose of recovery/deductions.

2. INTEREST :

The rate of interest will continue to be at the same rate as chargeable at present for the present ceiling of Rs. 25,000/-. 18% penal interest will be charged on loan who did not purchase/start construction within 3 month from the date of drawal of loan or construct the house within 12 months from the date of drawal of the loan or fail to produce documentary evidence (Registration Deed/UIT, Rajasthan Housing Board etc. allotment letter) for purchase of land/house construction. Besides penal interest, Management will be free to initiate disciplinary action as per Company's Rules.

Accordingly, House Building Advance Rules will stand revised as follows :-

INTEREST ON SANCTIONED ADVANCE :

"An advance sanctioned under these rules shall carry interest @ 7 ½ percent simple interest per annum. The interest shall be charged from the date of payment of the advance or the first instalment thereof, as the case may be, amount of interest being calculated on the balance outstanding on the last date of each month. However, a person who has defaulted in the payment of loan beyond the stipulated period of 180/240 monthly instalments will be liable for payment of interest on compound interest instead of the normal rate".

3. REPAYMENT AND RECOVERY :

- i) The advance as mentioned herein above (vide 1(i) above), which is obtained under the limit of 48 months' salary will be recovered in a maximum of 240 monthly instalments.
- ii) The advance taken under Clause - 1 (ii) above, (36 months' salary), will be recoverable in 180 monthly instalments.
- iii) In case of workmen who are to superannuate before the period envisaged for recovery, the amount of refund and number of

instalments will be proportionately adjusted to ensure full recovery before the employee superannuates.

Accordingly, House Building Advance Rules will stand amended as follows :-

REPAYMENT AND RECOVERY :

“An advance sanctioned under these rules together with interest due to the company shall be repaid in full in 180 monthly instalments in respect of 36 months salary advance and in 240 monthly instalments in case of 48 months salary advance or before the concerned borrower retires from the service of the company (on Death, resignation or termination of services of the borrower employee, as the case may be) whichever is earlier.

Note: It will be open to an employee to repay the amount

4. All the other terms and conditions will continue to remain the same as prescribed in the existing rules .

The above changes will come into force with immediate effect. However, those who have been sanctioned House Building Advance earlier only for purchase of plot/land, but did not avail loan from the Company for construction of house, they will also be entitled for loan on the revised limit for grant of balance amount provided they have applied earlier, but the same could not be granted by the company for one reason or other. Such cases will be decided on merit of each case. Further, it was agreed that those who have been sanctioned House Building Advance only for purchase of plot/land in urban areas, but did not apply for the balance loan earlier for construction of house, they will also be entitled for the balance loan now as per the revised limit provided they have utilised the earlier loan for the purpose for which it was granted. Such cases will also be decided on merit of each case. Those who have taken loan for purchase of plot in rural areas and utilised the same for purchase of plot/land but have not taken any loan for construction of house, can apply for loan of Rs. 37,500/- or 36 months' salary, whichever is lower, subject to the condition that the amount paid as loan for purchase of plot will be deducted from the limit.

Sd/-
(M.L.JOSHI)
CHIER OF PERSONNEL & ADMN.

Copy to:

Accounts, Udaipur
PS to MD

COM/SME/FA&CAO/DCPS/DCR/DM(A)/ Audit Section
Jaipur Office
GM, Jhamarkotra
CE, Jkt.
Personnel Deptt. Jkt.



Rajasthan State Mines & Minerals Limited

(A Government of Rajasthan Enterprise)

No. RSMM/CO/Pers/9(29)/84-680
'88

1ST September

OFFICE ORDER

Sub: Amendment to Rules for Grant of House Building Advance to Workmen

In the light of the agreement between the Management and RPMS representatives, the following amendments are issued in the House Building Loan Rules:-

1. **MAXIMUM AMOUNT OF ADVANCE :**
 - i) The maximum limit for the purchase/construction of the house will be 40 month's salary (Basic + DA) subject to a maximum of Rs. 70,000/-. Out of this 10 month's salary (Basic + DA) or Rs. 17,500/- whichever is less will be advanced for the purchase of plot.
 - ii) If an employee is already having a plot, purchased without obtaining loan from the Company, in that case, the loan for construction of a house will be admissible upto Rs. 70,000/- or actual cost of construction whichever is less .
 - iii) In case the actual cost is less than the above limits, the loan amount will be restricted to actual cost only.
2. The other terms and conditions of the grant of House Building Advance will be as per office order No. RSMM/HO/Pers/10(1)/84-1210 dated 5th March, 1984.
3. As regards grant of additional loan to such employees who were sanctioned loan during the year 1987-88 (1.4.87 to 31.3.88), the management at its sole discretion may consider such requests under the following circumstances :
 - i) That the total constructed area is less than 560 Sq.ft. or

- ii) The unit is incomplete. For this purpose three rooms, kitchen, bath and WC would form one unit.
- iii) The loan granted has been used for construction.

Note: In cases (i) where the original approved plan submitted by an employee was less than the above limits and (ii) the construction is already completed, no additional loan would be granted.

- 4. The relevant rule of House Building Advance will be deemed to have been amended as above w.e.f. 1.4.1988.

Sd/-
(K.V. VAJPAYEE)
CHIER (PERSONNEL & ADMN.)

Copy to:

GGM(Dev.), CO
GM(Mktg.)/P&S/Projects/Benef., CO
FA&CAO, CO/CM(Mining), Jkt.
Manager (F&A)/And/Audit, CO/PM, JLCP, Jodhpur
RM, Delhi/DM(Admn), Jaipur
PS to MD



Rajasthan State Mines & Minerals Limited

(A Government of Rajasthan Enterprise)

No. RSMM/CO/Pers/10(1)/92-204

Dated:22/23.6.1992

OFFICE ORDER

In partial modification of House Building Loan (Grant & Recovery) Rules and subsequent amendments thereto made from time to time, it is notified for information of all concerned that henceforth the deduction of interest amount would be made after the recovery of principal amount of House Building Loan (HBL). However, the total number of instalments for such recovery would remain unchanged.

In all old cases where the HBL has earlier been sanctioned and where the recovery of HBL is continued, the outstanding amount of principal and interest thereon would be treated as fresh loan. The recovery of the principal amount would be made first to be followed by the recovery of interest on such amount. However, in these cases too, the total number of balance instalments would remain same/unchanged.

This order will come into force with effect from 1.7.1992.

Sd/-
(G.S. MEHTA)
General Manager (Pers. & Admn.)

Copy to : PS to MD
GGM(LSD), CO
GM(Phos), Jkt
GM(G&L), Bikaner
All HODs, CO
M(P&A), Jkt
Accounts, Udaipur/Jkt
File No. 9(29)
Jaipur/Delhi
Jt. General Secretary, RPMS



Rajasthan State Mines & Minerals Limited

(A Government of Rajasthan Enterprise)

No. RSMM/CO/Pers/10(1)/92-386

Dated: 30th July 1992

OFFICE ORDER

In furtherance to this office order No. RSMM/CO/Pers/10(1)/92-204 dated 22/23.6.92, it is notified for information of all concerned that with reference to the last sentence each in para 1 and 2 of above order, the total number of instalments/balance instalments would remain same/unchanged, but divisible in proportion of 2:1 respectively towards recovery of principal amount of House Building Loan and interest amount thereon.

This revised proportion of 2:1, instead of earlier notified proportion of 3:1, is fixed in supersession of earlier office order No. RSMM/CO/Pers/10(1)/92-329 dated 14.7.92

This order will come into force with effect from 1.7.1992.

Sd/
(G.S. MEHTA)
General Manager (Pers. & Admn.)

Copy to : PS to MD
GGM(LSD)/GGM(Phos)/GGM(G&L)
All HODs, CO
Sr. Manager (F&A), CO
M(P&A), Jkt
Accounts, Udaipur/Jkt
File No. 9(29)
General Secretary, RPMS, Jkt
Gen. Secy. , GMWU, Bikaner
Notice Boards.



Rajasthan State Mines & Minerals Limited

(A Government of Rajasthan Enterprise)

No. RSMM/CO/Pers/10(1)/92-487

Dated: Sept. 09, 1992

OFFICE ORDER

With reference to para 2 of the office order No. RSMM/CO/Pers/10(1)/92-204 dated 22/23.6.92, it is further clarified that the principal HBL amount as on 1.7.1992 shall be treated as fresh loan and will be recovered first. The balance of interest as on 30.6.1992 and the interest accrues thereafter till the recovery of principal amount shall be recovered later on in the manner prescribed vide office order No. RSMM/CO/Pers/ 10(1)/92-386 dated 30.7.1992.

Sd/-
(G.S. MEHTA)
General Manager (Pers. & Admn.)

Copy to : PS to MD
GGM(LSD)/GGM(Phos)/GGM(G&L)
All HODs, CO
Delhi/Jaipur office
Sr. Manager (F&A), CO
M(P&A), Jkt
Accounts, Udaipur/Jkt
File No. 9(29)
General Secretary, RPMS, Jkt
Gen. Secy. , GMWU, Bikaner
Notice Boards.



Rajasthan State Mines & Minerals Limited

(A Government of Rajasthan Enterprise)

Ref.No. RSMM/CO/Pers/9(15)/2001-449

25/27th July 2001

OFFICE ORDER

As agreed, under Clause No.11.1(c) of LTS No. VIII dated 22/3/2001, for sanction of 25% of House Building Loan amount to the workmen towards "addition/ alteration/repairing of House (HRL), the modalities to sanction of the same, shall be as under :-

(i) **Amount :**

Maximum of amount HRL shall be Rs. 50,000/- (Rupees Fifty thousand only).

(ii) **Interest :**

Interest rate shall be 11% p.a.

(iii) **Entitlement:**

Workmen having minimum 10 years ownership of house and having minimum 3 years balance service as on 1st April of the financial year shall be entitled for HRL.

(iv) The workmen having less than 5 years balance service shall get proportionate HRL on the basis of remaining service.

(v) **Recovery :**

The recovery of HRL shall be made in 60 monthly instalments. The principal amount shall be recovered first in 48 equal monthly instalments and thereafter the interest in 12 equal monthly instalments. However, the full recovery of HRL from the workmen having less than 5 years service shall be made during his remaining service period in the ratio of 4:1 (Principal : Interest).

(vi) **Documentation :**

The workmen are required to submit the following documents.

- a) Photocopies of original documents of House
- b) Certificate regarding estimated cost of repairing
- c) Undertaking on stamp paper valued Rs. 100/- in the prescribed proforma.

However, workmen having original documents with the company need not to furnish photocopies of original documents.

Other terms and conditions of HBL shall remain unchanged.

Sd/-
(N.K. JAIN)
Chief (Pers. & Admn.)

Copy to : All Units/HODs
CM(P&A)
All Offices
GS, RSMWFW/Secretary, RPMS, CO

Sd/-
(N.K. JAIN)
Chief (Pers. & Admn.)



Rajasthan State Mines & Minerals Limited

(A Government of Rajasthan Enterprise)

PHOSPHATE DIVISION

Jhamarkotra Mines

APPLICATION FOR HOUSE REPAIRING LOAN

1.
 - a) Name _____
 - b) Father's Name _____
 - c) Designation _____
 - d) Token No. _____
 - e) Section/Deptt. _____
 - f) Present pay _____
(showing basic pay, DA & special pay, if any)
 - g) Details of deductions _____
 - h) Date of joining in the Co. _____
 - i) Date of birth _____
 - j) Date of attaining superannuation _____
2. Amount of HRL applied for _____
3. Purpose of taking the loan
 - a) Addition
 - b) Alteration
 - c) Repairing
4.
 - a) Locality of house _____
(details of house together with No. of plot)
 - b) Whether the title of the house is cleared/undisputed . Yes/No.
5. Particulars of House Building Loan/Advance
 - a) No. & date of sanction _____
 - b) Total amount of HBL drawn _____

- c) No. & amount of monthly instalment _____
 - d) Locality of house on which HBL sanctioned _____
6. List of documents accompany the application
- a) Photocopies of original documents of House
 - b) Certificate regarding estimate cost of addition/alteration/repairing.
 - c) Undertaking on Stamp Paper of Rs. 100/-.
 - d) Guarantor's form
 - e) Any other

Place _____

Date _____

Signature of Applicant

(On non-judicial stamp paper of Rs. 100/-)

UNDERTAKING

I..... S/o. of Shri
designation.....To.No/Emp.No.....
 presently residing atdo hereby undertake the following
 with the Rajasthan State Mines & Minerals Limited, Udaipur as under :-

- i) that I have been sanctioned House Repairing Loan for a sum of Rs.50,000/- (Rs. Fifty thousand only) by the M/s. Rajasthan State Mines & Minerals Limited for addition/alteration/repairing of my house situated on plot No.....inscheme/village.....Taluk/Tehsil.....District.....
- ii) that I have the sole ownership of the above mentioned house situated at plot No.....scheme/village.....Taluk/Tehsil.....District which is still in my possession as on date, and the title of the said property has been cleared/is clear and no taxes have been dues against the local authorities.
- iii) that I shall be spend the full amount of the said loan for the purpose for which it has been granted within a period of months. If I would spend less amount, in that case I shall deposit the balance, forthwith in the company.
- iv) that I will repay the said loan amount together with interest @ 11% thereon to the company.
- v) that the said amount of loan (principle and interest) shall be repaid by me to the company ininstalments of Rs..... per month through the monthly deductions from my salary, for which I hereby authorize the

company to make such deductions per month from my salary, till the recovery of HRL.

- vi) that in the event of my death or removal from the services or retirement from the services, the company shall have the absolute right to recovery/adjust the outstanding amount of loan from the gratuity and/or from the special contribution to the provident fund to the extend the amount outstanding or will be adjusted from any amount that may be payable to me by the company including encashment, etc.

Place.....

Date.....

Signature

Witness : (1)

(2)

(To be attested by the Public Notary)



Rajasthan State Mines & Minerals Limited

(A Government of Rajasthan Enterprise)

Ref.No. RSMML/CO/Pers/10(1)/2004-1068(A)
2004

28th February,

OFFICE ORDER

Sub: Interest Rate on HBL - HRL

The management is pleased to revise the rates of interest of House Building Loan and House Repairing Loan w.e.f. 1.4.2004 as under :-

	Existing	Revised
House Building Loan	@ 9% per annum	@ 8.5% per annum
House Repairing Loan	@ 11% per annum	@ 10.5% per annum

The revised interest rate will be applicable to outstanding loan also.

Copy to:

- : PS to MD
- : FA, CO/Jaipur
- : All SBU Heads
- : GM(P&G)
- : DGM, LSU, Jaisalmer
- : DGM(P&AS), Jhamarkotra
- : SM(F&A), CO
- : All Offices
- : GS RSMWF
- : Notice Board.

Sd/-
Chief (Pers. & Admn.)

Sd/-
Chief (Pers. & Admn.)



Rajasthan State Mines & Minerals Limited

(A Government of Rajasthan Enterprise)

Social Security Scheme

For benefit of the employees who may die while in services on account of any reason including that due to accident while on duty. It is also agreed that the workers permanently disabled as a result of accident while on duty will also be paid for Social Security account as a special benefit after declared permanently unfit for services. Social Security benefits revised time to time which are as under:-

Social Security Benefit for Workmen as per agreement with the Recognised Union

Age	Benefit w.e.f. 1.10.79	Benefit w.e.f. 1.4.83	Benefit w.e.f. 1.4.89	Benefit w.e.f. 1.7.96	Benefit w.e.f. 1.4.01
	Contribution Rs.1/-P.M.	Contribution Rs.2/-P.M.	Contribution Rs.3/-P.M.	Contribution Rs.5/-P.M.	Contribution Rs.8/-P.M.
Upto 40 yrs	Rs. 15,000/-	Rs. 25,000/-	Rs. 45,000/-	Rs.75,000/-	Rs.1,30,000/-
Above 40 – 45 years	Rs. 15,000/-	Rs. 25,000/-	Rs.40,000/-	Rs. 65,000/-	Rs.1,10,000/-
Above 45 – 50 years	Rs. 15,000/-	Rs. 25,000/-	Rs.35,000/-	Rs.55,000/-	Rs.90,000/-
Above 50 – 58 Years	Rs. 15,000/-	Rs. 25,000/-	Rs.30,000/-	Rs.45,000/-	Rs.70,000/-

Social Security Benefit for Executives

Age	Benefit w.e.f. 1.4.89 (As per 268 th BM dt 22.1.90)	Benefit w.e.f.1.8.04 (As per Office order No. RSMM/CO /Pers./9(74)2004-359 dt 27.7.04)
	Contribution Rs.8/-P.M.	Contribution Rs.8/- P.M.
Upto 40 yrs	Rs. 75,000/-	Rs. 1,30,000/-
Above 40 – 45 years	Rs. 65,000/-	Rs. 1,10,000/-
Above 45 – 50 years	Rs. 55,000/-	Rs. 90,000/-
Above 50 – 58 Years	Rs. 45,000/-	Rs. 70,000/-



Rajasthan State Mines & Minerals Limited

(A Government of Rajasthan Enterprise)

Ref:RSMM/HO/Pers/9(26)90-1425

Dated: 13.3.1990

OFFICE ORDER

The Board in its 268th Meeting held on 22.1.1990 have revised the benefits available under social security scheme for the executives of the Company w.e.f. 1.4.1989. As per the revised scheme each executive will be required to contribute Rs. 8/- per month towards Social Security Scheme and in the event of death or permanent disability during the executive service in the company, the following benefits will be admissible:-

<u>Age Group</u>	<u>Benefit</u>
1. Upto 40 years	Rs. 75,000/-
2. Above 40 years but less than 45 years	Rs. 65,000/-
3. Above 45 years but less than 50 years	Rs. 55,000/-
4. Above 50 years but less than 58 years	Rs. 45,000/-

Sd/
(K.V. Vajpayee)
Chief (Pers.& Admn.)

Copy to: GGM (LSD)
GM (G&L Dn.), Bikaner/GM(Phos), Jkt.Mines.
GM (Mktg)/P&S/GM(Projects)/GM(Benef.)/FA & CAO,CO
Manager (F&A)/ Admn./PS to MD/
M(P&A),Jkt/DM(Admn.)/Jaipur/PM,JLCP/RM,Delhi.
DM(P&A),LSD,Jaisalmer.

Chief (Pers.& Admn.)

LTA VIII dated 22.3.01**12.3 Social Security Scheme:**

It is agreed that revised death benefit to workmen under the Social Security Scheme shall be as under w.e.f. 1.4.2001:

Age	Existing Benefit	Revised Benefit
Upto 40 years	Rs. 75,000/-	Rs. 1,30,000/-
Above 40 years but less than 45 years	Rs. 65,000/-	Rs. 1,10,000/-
Above 45 years but less than 50 years	Rs. 55,000/-	Rs. 90,000/-
Above 50 years but less than 58 years	Rs. 45,000/-	Rs. 70,000/-

For the aforesaid benefit the workmen will contribute Rs.8/- per month instead of Rs.5/- per month w.e.f. 1.4.2001.



Rajasthan State Mines & Minerals Limited

(A Government of Rajasthan Enterprise)

Ref:RSMM/HO/Pers/9(74)2004-359
July.2004

Dated: 24/27th

OFFICE ORDER

In continuation to Office Order No.RSMM/CO/Pers/9(26)/90-1428 dated 13.3.1990, the management is pleased to revise the rates of benefit available under the Social Security Scheme, 1989 for the executives of the Company as under:-

Age	Existing Benefit (Rs.)	Revised Benefit (Rs.)
Upto 40 years	75,000/-	1,30,000/-
Above 40 years but less than 45 years	65,000/-	1,10,000/-
Above 45 years but less than 50 years	55,000/-	90,000/-
Above 50 years but less than 58 years	45,000/-	70,000/-

This comes into force with effect from 1st August,2004.

Sd/
Chief (Pers.& Admn.)

Copy to:

PS to MD
FA,CO/Jaipur
All SBU-PC Heads
All HODs
All Officers
Concerned file

Sd/
Chief (Pers.& Admn.)



Rajasthan State Mines & Minerals Limited

(A Government of Rajasthan Enterprise)

No.RSMM/CO/Pers/19(26)/2004-270

14th June, 2004

OFFICE ORDER

The management has been pleased to approve grant of cash award to the employees of the Company with effect from 1st June, 2004 as per schemes given below:

Scheme - I

- a) Cash award of Rs.1,000/- if an executive/workmen publishes an article in the journals published by professional bodies such as Institution of Engineers(I), Indian Institute of Chemical Engineers, Indian Institute of Metals, Indian Institute of Mineral Engineers, Fertilizer News, Process and Plant Engineering, national Institute of personnel management, Indian Society for Training & Development, Institute of Chartered Accountants of India, Institute of Company Secretaries of India, Institute of Cost and Works Accountants of India, Indian Institute of Quality Management, All Indian Management Association and other bodies of UGC and all India Council of Technical Education.
- b) Cash award of Rs.5000/- if an article is published in the journals of International Professional bodies or journals from foreign countries.
- c) On the basis of merit of the article, the Managing Director will have the discretion to suitably facilitate the author.

Scheme - II

- a) Cash award of Rs.5,000/- if an executive/workmen is conferred a Ph.D. degree by any recognised University.
- b) Cash award of Rs.5,000/- in case an executive is conferred an award by national Professional bodies or Government of India or State Governments or any other body/foundation of repute with cash award not less than Rs.10,000/-
- c) If an executive/workmen acquires a qualification i.e. equivalent to degree in Engineering such as clearing the examination of the Institute of Engineers

(India), Indian Institute of Metals, Indian Institute of Chemical Engineers may be given a cash award of Rs.5,000/-

- d) If any executive/workmen clears all the examination conducted by The Institute of Cost and Works accountants, The Institute of Chartered Accountant, The Institute of Company Secretaries of India, a cash award of Rs.5,000/- may be given.

Scheme - III:

- a) A cash award of Rs.500/- if an executive/workmen suggests a detailed plan that may :-
- (1) Increase the profitability of RSMML
 - (2) Reduce the expenditure
 - (3) Improve quality consciousness
 - (4) Improve safety and health of employees
- (b) Environment in an around the mines of RSMML.

Such plan may be examined by a Unit head or an executive above the rank of General Manager and if satisfied the same shall be put up before the Management committee. If the management committee approves same the award may be given. However, the award will not be limited to Rs. 500/- if the proposal in the eyes of Management are of immense importance.

Scheme - IV:

An executive/workmen of each unit may be given a citation in the shape of a medal or scroll every year on the recommendation of the unit head and duly considered by the management committee, in case the proposed awardee has any special achievement in performing his job or establishes an innovative approach.

Scheme - V:

A cash award of Rs.1,000/- may be given to an executive if he can successfully disseminates the knowledge he has acquired during a training imparted to him by professional bodies/Institutes such as Indian Institute of Quality Management, National Institute of Industrial Engineering, Institute of Applied Manpower Research, National Safety council, Indian Bureau of Mines, RIPA(Jaipur) etc. The dissemination of knowledge shall be assessed by the members of the management committee during a seminar given by the proposed awardee.

Scheme - VI :

- a) A cash award of Rs.5,000/- shall be given to an executive who acquires competency certificate as Ist Class Mines Manager Certificate of competency from DGMS.
- b) A cash award of Rs.3,000/- shall be given to an executive/workmen (Non-Graduate in Mining Profession) if he acquire a Second Class Mines Managers Certificate of Competency, and a cash award of Rs.2,000/- will be given to a workmen if he acquires Mines Foreman Certificate of Competency from DGMS.
- c) A cash award of Rs.1,000/- will be given to a workmen if he acquires mining mate certificate or blaster certificate of competency from DGMS.
- d) A cash award of Rs.2,000/- will be given to an employee/executive, who acquires registration from Indian Bureau of Mines as Recognized Qualified Person (RQP).
- e) If any executive/workmen acquires a professional certificate such as certified quality Engineers by Indian Institute of Quality Management or Energy Managers/Energy Auditors Certificate from Bureau of Energy Efficiency or any agency nominated by them, may be reimbursed all the expenditure in the process or acquiring the such certificate may be borne by the Company and the successful candidate may be given a cash award of Rs.2,000/-
- f) If any executive/workmen acquires computer literacy by passing the "A" and "B" level examination from DOEACC, a cash award of Rs.1,000/- and Rs.1,500/- respectively may be given.

Sd/-
Chief (Pers & Admn)

cc: PS to MD
cc: FA, Jaipur/Udaipur
cc: All SBU Heads
cc: All Offices
cc Notice Baords

Sd/-
Chief (Pers & Admn)