

## ON Rs. 1000/- Non-Judicial Stamp Paper

### SERVICE AGREEMENT

This AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 2018 between the Bihar State Cooperative Marketing Union Ltd(BISCOMAUN) a Multi-state Cooperative Society deemed to have been registered under Multi State Cooperative Societies Act, 2002 (MSCS Act 2002) and having its Registered Office at 1<sup>st</sup> Floor, Biscomaun Bhawan, West of Gandhi Maidan,Patna,Bihar,Pin-800001 (hereinafter called BISCOMAUN which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns) of One Part and Mr./Ms. \_\_\_\_\_ son/daughter of \_\_\_\_\_ Resident \_\_\_\_\_ of \_\_\_\_\_ (hereinafter called Graduate Engineer Probationer) of the Second Part and Mr./Ms. \_\_\_\_\_ son/daughter of \_\_\_\_\_ Resident of \_\_\_\_\_ in the State of (hereinafter called the Surety which term include his / her legal heirs and successors) of the Third Part.

WHEREAS the probationer has been offered appointment as **Salesman-cum-MTS** by the BISCOMAUN on the terms & conditions as contained in the offer appointment letter No. \_\_\_\_\_ dated \_\_\_\_\_.

AND WHEREAS the Probationer has accepted the offer of appointment to the post of Salesman-cum-MTS on the said terms & conditions and also agreed to furnish a bond of Rs.50,000/- (Rupees Fifty thousand only) for candidates belonging to General/ OBC/SC/ST/PWD category as applicable, before reporting for joining at BISCOMAUN.

AND WHEREAS the bond has expressed his / her willingness to guarantee the due performance of this agreement by the "Probationer".

AND WHEREAS Probationer has agreed to pay a sum of Rs50,000/- (Rupees Fifty thousand only), in the favour of BISCOAUN, if in the event of any breach of obligations by the Probationer on non-performance of the agreement.

NOW THIS AGREEMENT WITNESSETH AS UNDER

- 1 That the Probationer shall devote himself / herself honestly, diligently and efficiently and to best of his / her knowledge and skill in receiving training.
- 2 That the Probationer agrees to serve BISCOAUN for a minimum period of 2 years after date of joining at BISCOAUN.
- 3 It is further agreed by the Probationer that he / she shall serve the BISCOAUN at any of its offices / units / branches / divisions /Godown/ Krishak Seva Kendra in any part of the country during the course of his contract of employment.
- 4 The Probationer shall be governed by the Conduct, Discipline and Appeal Rules of the BISCOAUN and other Rules & Regulations / executive instructions issued from time to time, which govern the service conditions of regular employees.
- 5 That during the two year probation period and subsequent period of 2 years on successful completion of probation, the Probationer shall not seek employment in any other organization and Probationer shall not allowed to work in any other organization on part time/full time basis because your employment nature is full time basis in BISCOAUN.
- 6 I) That the BISCOAUN reserves the right to terminate the probation period / service at any time without notice and without any liability to pay compensation, if the Probationer:
  - a) Absents from duty or abandons the duty without BISCOAUN's written permission, or
  - b) Refuses to serve the BISCOAUN after successful completion of probation period; or
  - c) Is guilty of misconduct; or
  - d) Is declared unfit for training by the Competent Medical Authority for reasons of health.

In all these cases decision of the BISCOAUN shall be conclusive and binding and will not be liable to be questioned.

6 II) In the event of termination of probationer under sub para (a) or (b) or (c) of para 6 (I) above or in any other event which results in breach of agreement in terms of the due performance and fulfillment of obligations, as contained herein, BISCOAUN will be entitled to recover from the Probationer and severally damages to the tune of Rs.50,000/- (Rupees Fifty thousand only), as applicable. The Probationer hereby admits that the organisation shall suffer damages to the extent of Rs.50,000/- (Rupees Fifty thousand only), as applicable, in the event of breach of obligations contained herein and the letter of appointment.

It is further agreed by the Probationer that he / she shall be liable to pay interest @ 12% per annum on the above amount of damages thus claimed as above by BISCOAUN till such

time the amount is paid by them to the BISCOMAUN. The Probationer liable to pay the said amounts to the BISCOMAUN.

- 7 That all the terms & conditions set out herein and in the above letter of appointment issued by the BISCOMAUN to the Probationer shall be binding on the Probationer, and the BISCOMAUN.
- 8 That in the event of any dispute arising out of or concerning the interpretation of the terms & conditions set out herein and in the letter of appointment and / or if there is no provision touching any aspect of the matter in dispute under and in relation to the agreement, the same shall be referred to the Managing Director of the BISCOMAUN or his nominee for arbitration. The arbitration shall be governed by the provisions of Arbitration & Conciliation Act 1996. The decision of Managing Director of BISCOMAUN or his nominee shall be binding on the parties hereto. Only courts at Patna shall have jurisdiction for any dispute or for filing of Award given by Managing Director or his nominee in respect of any dispute arising out of or connected with this agreement. The venue of the arbitration proceedings shall be at Patna. The proceedings shall be conducted in English language.
- 9 That the BISCOMAUN may terminate this agreement at any time by giving to the Probationer one month's notice without assigning any reason therefore and without liability to pay any compensation.
- 10 That the Probationer hereby agrees to pay an amount Rs.50,000/- (Rupees Fifty thousand only), on demand by BISCOMAUN, without any demur and decision of the BISCOMAUN shall be final regarding breach of obligations on the agreement and non-performance of the same by the Probationer.

IN WITNESS WHEREOF the parties hereto have put their hands on the day, month and year mentioned here above.

**Witnesses**

1. Name:

Address:

2. Name

Address :

**Signature:**

1. For and on behalf of BISCOMAUN

2. Probationer