

## AGREEMENT

This Articles of agreement (hereinafter referred to as the "Agreement") is made at \_\_\_\_\_(Place) on this\_\_\_\_ day of \_\_\_\_ (month),2018 between Forest Development Corporation of Maharashtra Limited, a Company incorporated under the Companies Act 1956 and having its registered office situated at FDCM Bhavan, 359/B, Hingana Road, Ambazari, Nagpur-440 036( hereinafter referred to as the "**FDCM**", which expression shall include its successors, legal representative attorney and assigns), represented by Shri \_\_\_\_\_, Managing Director, the party of the first part.

AND

Mr/Mrs/Ms\_\_\_\_\_ S/o / D/o \_\_\_\_\_, Aged \_\_\_\_\_ years and R/o \_\_\_\_\_ and having his or her permanent address at \_\_\_\_\_ (hereinafter referred to as the "**Trainee Officer**" which expression shall includes his/her heirs, successors, assign and representatives), the party of the Second part.

AND

Mr/Mrs/Ms\_\_\_\_\_ S/o / D/o \_\_\_\_\_, Aged \_\_\_\_\_ years and R/o \_\_\_\_\_ and having his or her permanent address at \_\_\_\_\_ (hereinafter referred to as "**SURETY-A**" which expression shall includes his/her heirs, successors and representatives), the party of the third part.

AND

Mr/Mrs/Ms\_\_\_\_\_ S/o / D/o \_\_\_\_\_, Aged \_\_\_\_\_ years and R/o \_\_\_\_\_ and having his or her permanent address at \_\_\_\_\_ (hereinafter referred to as "**SURETY-B**" which expression shall includes his/her heirs, successors and representatives), the party of the Fourth part.

### WITNESSETH

WHEREAS, FDCM desires to employ the Trainee Officer, and the Trainee Officer is willing to be employed by the company.

AND WHEREAS, the Trainee Officer is required to undergo specialized technical training for meeting the requirements of FDCM. FDCM intends to impart the specialized technical training.

AND WHEREAS the Trainee Officer understands the necessity of the specialized technical training for meeting business requirements to the satisfaction of FDCM and also agrees that the training would enrich his/her experience and enhances his/her skills and knowledge. The Trainee Officer also agrees and acknowledges that the proposed training will add value to his/her career prospects.

AND WHEREAS FDCM would incur significant expenditure in the term of fees and stipend (Consolidated salary) in training the Trainee Officer at \_\_\_\_\_ (Name of the institute) (hereinafter referred to as "**Forest College**) for the training.

AND WHERE AS FDCM is agreeable to equipping the Trainee Officer with the said training and is able to make all the arrangements and incur all the expenditure that would be entailed, as mentioned somewhere in the agreement (hereinafter referred to as the "**Training Cost**")

NOW, THEREFORE, in consideration of the covenants and agreements herein set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

1. That FDCM shall arrange the aforementioned specialized training for a period of 18 months or such other and further period, as FDCM may deem fit and necessary (hereinafter referred to as "**Training Period**"). The total Training / field Training and probation period will be of 36 month (including the training & field Training period of 18 months) or such other period as may be extended by Managing Director.

2. This Agreement shall come into effect from the date of commencement of the aforesaid training.

3. Trainee Officer willingly and along with the consent of surety(ies) agrees with Managing Director that he/she will and faithfully pursue his/her studies at the Forest College and use his/her best endeavours to qualify for FDCM services shall maintain good conduct and shall not absent himself/herself from Training college.

4. FDCM hereby engage to educate/train the Trainee Officer at the Forest College in the matter but not limited to Forest Science, Forest works and Forest Administration that it may be deemed necessary by the \_\_\_\_\_ of the Forest College to teach the Trainee Officer.

5. Trainee Officer and surety (ies) hereby accept and acknowledge that the FDCM hereby bears the following expenses for the training of the Trainee officer at the forest College:

(i) Rs. 65,000 per annum as contribution toward the tuition fees.

(ii) Rs. 50,000/- as equipment allowance advance (Recoverable in suitable instalments from Trainee Officer after successful completion of the course)

(iii) Actual travelling expenses subject to a maximum of Rs. 1,20,000/- for whole course.

(iv) Rs. 26,000/- per mensem for the period of 18 months to the Trainee Officer of FDCM, revised from time to time.

6. If the periodic report of the progress on the conduct of the Trainee Officer be found/ reported by the Forest College unsatisfactory the nomination of the trainee officer will be cancelled and the expenses incurred by FDCM on the Trainee Officer will be recovered in full from surety (ies) and surety (ies) hereby bind themselves jointly and severally to pay and compensate FDCM within 02 months after the receipt of notice or letter of claim from the FDCM.

7. If the Trainee Officer is certified to have passed by the Forest College, the Trainee Officer will be appointed on the FDCM rolls as Probationary Range officer on the probation period of 18 months, which may be extended by 12 months or more if Managing Director found performance unsatisfactory at the monthly salary of not less than Rs. 26,000/- at the time of probation and after confirmation on the equivalent scale along with the pay, promotion sanctioned for the existing Range Forest Officers of FDCM according to the Rules and Regulation of the FDCM for the time being in force.

8. It is hereby agreed that the Managing director shall be at liberty to rescind this agreement on account of the negligence, absenting himself/ herself from training and work, insubordination, wrong disclosures or misconduct on the part of the Trainee Officer and to dismiss him/her from the said Forest College or from the services/rolls of FDCM and the said Trainee Officer shall not be entitled to any of the privileges hereby granted to him/her but the surety (ies) hereby bind themselves jointly and severally to refund the full amount to the FDCM in respect of the cost and loss incurred to FDCM for educating/ training of the Trainee Officer within 02 month after the receipt of notice or letter of claim from the FDCM.

9. Trainee officers as well as Surety(ies) hereby bind themselves jointly and severely to pay and compensate FDCM Rs. 7,03,000/- within 02 months after the receipt of notice or letter of claim from the FDCM, if the Trainee Officer leave services of the FDCM with or without permission in

less than 07(seven) years after the completion of the Training/Probation period as liquidated damages caused to the company.

10. That this Agreement shall not be modified orally and may be modified only in writing signed by all the parties to it.

11. If any clause of this Agreement or any part thereof is held invalid or unenforceable for any reason by any court of competent jurisdiction, the continuation in full force and effect of the reminder of them shall not be prejudiced.

12. That this Agreement shall be terminated and shall have no effect in the circumstances as below.

(i) Permanent disability.

(ii) Death of the trainee officer before the expiry of the training and probation period.

13. That all the communications between the trainee officer and FDCM shall be deemed to have been effectively served if addressed at the concerned parties address as mentioned in this Agreement. Any change in either party's address shall be intimated to the other party by way of notice.

14. The parties shall be entitled to specific performance of their rights under this agreement.

15. In the event the FDCM is constrained to proceed against the Trainee Officer for the recovery of its dues under this Agreement, the FDCM shall be entitled to reimbursement by the surety of all costs including attorney's fees incurred by the FDCM in such proceedings.

16. This agreement shall be subject to the jurisdiction of the courts in Nagpur and shall be construed in accordance with the laws of India.

In presence of witnesses, this agreement is signed at the place and date and the year mentioned herein above.

For Forest Development Corporation of Maharashtra Limited	
Name: Managing Director.	Name : Trainee Officer
	Name: Surety A
	Name: Surety B

Witness -1	Witness -2
Name :	Name :
Address:	Address:
Signature:	Signature :
PAN/Aadhar :	PAN/Aadhar:

# **Instruction For a Candidates**

## **Instructions to the Candidates to fill in Agreement and Surety Bonds.**

A) : Full name of the Candidate.

B) : Full name of the 1<sup>st</sup> Surety.

C) : Full name of the 2<sup>nd</sup> Surety.

D) : Detailed Postal addresses of the Candidate and 1 and 2 Surety.

E) : Not to be filled in by the candidate.

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**BOND**

**KNOW ALL MEN BY THESE PRESENT THAT WE**

Shri/Smt./Ku.(A) \_\_\_\_\_ of(D) \_\_\_\_\_  
\_\_\_\_\_ (Principal) obligator,

AND

Shri/Smt/Ku.(B) \_\_\_\_\_ of (D) \_\_\_\_\_  
\_\_\_\_\_ (surety) of (C) \_\_\_\_\_  
\_\_\_\_\_ of (D) \_\_\_\_\_

Surety(ies) are jointly and severally bound to the Managing Director, Forest Development Corporation of Maharashtra Limited, Nagpur in the sum of Rs. 7, 03,000/-(Rs. Seven lacs three thousand only) towards liquidated damages to be paid to the said Managing Director, Forest Development Corporation of Maharashtra Limited, Nagpur, his successors in office or assigns or his or their certain attorney or attorneys for which payment well and truly to be made and bind ourselves, our heirs, executors, administrators and representatives and each of us binds himself, his heirs, executors, administrators and representatives firmly by these presents sealed with our seals and dated this day of \_\_\_\_\_

WHEREAS the Managing Director, Forest Development Corporation of Maharashtra Limited, Nagpur of himself and his successors in office and assigns has engaged to educate the said, Shri / Smt. / Ku. (A) \_\_\_\_\_ at the **Forest College,** \_\_\_\_\_ in all matters but not limited relating to forest science, forest works and forest administration and that it may be deemed necessary by the Director of the said College to teach the said Shri/Smt./Ku. (A) \_\_\_\_\_ Subject to the conditions mentioned in the agreement executed by the said Shri./Srnt./Ku. (A) \_\_\_\_\_ and Shri./Smt./Ku. (B) \_\_\_\_\_ and Shri./Smt./ Ku. (C) \_\_\_\_\_ with the, Managing Director on the \_\_\_\_\_ day of \_\_\_\_\_ 2018, and whereas the cost of such education is estimated to be Rs. 7, 03,000/-(Rs. Seven lacs three thousand only) which shall be taken to be the actual cost for the purpose of these presents and whereas in consideration of such education to be given to the Shri./Smt./Ku.(A) \_\_\_\_\_ as aforesaid by the Managing Director and his successors in office and assigns the said Shri/ Srnt./Ku.(A) \_\_\_\_\_ has agreed with the said Managing Director, his successors in office and assigns that he will after completing his studies at the said College will serve the Forest Development Corporation of Maharashtra Limited, for a period of not less than seven years, during the whole of such period he will diligently and efficiently do all acts and

discharge all duties which may be required of him to be done in his capacity as an Officer of the Forest Development Corporation of Maharashtra Limited.

AND WHEREAS the Managing Director has also on his part agreed that the said Shri/Smt./Ku. (A)\_\_\_\_\_ shall be paid for such service at and after the rate of not less than Rs.26,000/- (Rs. Twenty Six thousand only) per mensem during the period of his probation and thereafter according to the scale sanctioned for officers of Forest Development Corporation of Maharashtra Limited and shall be entitled to all the rights and privileges in respect of pay, pension and promotion accorded to officers of the Forest Development Corporation of Maharashtra Limited for the time being, by the Rules and Regulation of the Forest Development Corporation of Maharashtra Limited and subject to such revision as may be sanctioned hereafter.

AND WHEREAS for the purpose of securing and indemnifying the Managing Director, Forest Development Corporation of Maharashtra Limited his successors in office and assigns against all loss and damage which he or they might or may in any way suffer by reason of the said Shri./Smt./Ku.(A)\_\_\_\_\_ being dismissed from or leaving without permission the services of the Managing Director, Forest Development Corporation of Maharashtra Limited his successors in office or assigns in less than **seven years after the completion of his Training** at the said College and for the purpose also of securing the refund to the said Managing Director, his successors in office and assigns of the total cost incurred by the said Managing Director or his successors in office or assigns in respect of the education of the said Shri/Smt/Ku. (A)\_\_\_\_\_ at the said College and in consideration of the education so as aforesaid to be given to the said Shri/Smt./Ku.(A)\_\_\_\_\_ at the said College and as one of the condition of the admission of the said Shri/Smt/Ku. (A) \_\_\_\_\_ and the said Shri / Smt. / Ku. (B)\_\_\_\_\_ and the said Shri / Smt. / Ku. (C)\_\_\_\_\_ as his sureties should execute the above-written Bond subject to the condition hereinafter contained. Now the condition of the above-written Bond or obligation is such that if the said Shri / Smt. / Ku. (A)\_\_\_\_\_ shall faithfully and diligently pursue his studies at the said College and qualify the Forest Development Corporation of Maharashtra Limited Service examination and shall also after completing his studies at the said Forest College will serve the Managing director, Forest Development Corporation of Maharashtra Limited his successors in office and assigns in the Forest Development Corporation of Maharashtra Limited **for a period of not less than seven years** and shall during the whole of such period diligently and efficiently do all acts and discharge all duties which may be required to be done by him in his capacity as an officer of the said Forest Development Corporation and if the said Shri/Sm./Ku.(A)\_\_\_\_\_ and Shri/Smt./Ku. (B)\_\_\_\_\_ and Shri/Smt./Ku. (C)\_\_\_\_\_ or either of them their or either of their heirs, executors,

administrators and representatives shall well and truly indemnify the said Managing Director, his successors in office and assigns against all loss and damage which he or they might or may in any way suffer by reason of the said Shri / Smt. / Ku. (A) \_\_\_\_\_ giving cause of dismissal either while at the said College or while in the service of Forest Development Corporation of Maharashtra Limited thereafter or leaving the service of the Managing Director, Forest Development Corporation of Maharashtra Limited his successors in office or assigns without permission, in less than **seven years after the completion of the of the training** of the said Shri / Smt. / Ku' (A) \_\_\_\_\_ at the said College and if the said Shri./ Smt. / Ku (B) \_\_\_\_\_ and the said Shri./Smt./ Ku.(C) \_\_\_\_\_ or either of them, their or either of their heirs, executors, administrators and representatives shall also pay to the Managing Director, Forest Development Corporation of Maharashtra Limited his successors in office or assigns all sum or sums in any way expended, paid or incurred by the Managing Director, Forest Development Corporation of Maharashtra Limited his successors in office as assigns in respect of the education of the said Shri / Smt. / Ku.(A) \_\_\_\_\_ at the said college, then the above written Bond or obligation shall be void, otherwise the same shall remain in full force and virtue.

PROVIDED ALWAYS THAT it is hereby expressly agreed and declared that these presents shall be treated and considered as entered into under the orders of the Managing Director, FDCM Ltd., for the performance of the said Shri /Smt. /Ku. (A) \_\_\_\_\_ and Shri/Smt./Ku.(B) \_\_\_\_\_ and Shri/Smt./Ku. (C) \_\_\_\_\_ of a public duty and an act in which the public are interested.

In witness whereof the said parties to these presents have hereunto set their respective hands and seals the say and the year first above-written.

Signed by (A)  
(B)  
(C)

The above three signatures are taken in my presence this day

Day on which the  
Bond is completed. (Magistrate)

In presence of:

\_\_\_\_\_  
\_\_\_\_\_