

SERVICE AGREEMENT CUM SURETY BOND (To be executed on non-judicial stamp paper worth of Rs. \_\_\_\_\_/- (Rs. \_\_\_\_\_ only and Rs 1.00 (Rs One only) Revenue Stamp to be affixed on top left side of first page

This contract made on this \_\_\_\_ day of \_\_\_\_\_ Two thousand and Eighteen BETWEEN the KVS through the \_\_\_\_\_ (designation of the person in KVS) having its office at \_\_\_\_\_ hereafter called the "Employer" (which term shall unless repugnant to the context mean and include its successors-in-interest and permitted assignees) of the ONE PART; AND, Shri/Smt./Ku....., Son/ daughter of Shri..... Resident of ..... in the tehsil of the ..... District....., hereinafter called the "Probationer/employee" (which term shall unless repugnant to the context mean and include its successors-in-interest and permitted assignees) of the SECOND PART; AND, Shri/Smt./Ku....., son/daughter of Shri..... Resident of ..... in the tehsil of the ..... District....., hereinafter called the "Surety" (which term shall unless repugnant to the context mean and include its successors-in-interest and permitted assignees) of the "THIRD PART".

WHEREAS the employer has offered to engage Shri/Smt./Ku. .... as ..... (post) for on a probation/ training for a period of \_\_\_\_\_ years, which may be extended and the probationer/employee has agreed to accept the offer of the employer.

AND WHEREAS Shri/Smt./Ku. .... has been selected by the Employer as \_\_\_\_\_ vide its offer of appointment No. .... dated .....for undergoing training/probation with a view to utilize his/her service with the Employer after successful completion of the training, which offer has been unequivocally accepted by the probationer;

AND WHEREAS in terms of clause \_\_\_\_\_ of the Main Terms and Conditions of the said offer of appointment, the Probationer is required to undergo initial training as determined by the Employer for a period of twenty-four months, which may be extended to twelve more months in case of unsatisfactory performance by the Probationer, and to serve the Employer for a minimum period of 2 years from the date of joining on initial appointment in KVS.

AND WHEREAS in terms of clause \_\_\_\_\_ of the Main terms and Conditions of the said offer of appointment, the Probationer and his Surety are required to execute a Service Agreement cum Surety Bond on non-judicial stamp paper in favour of the Employer, undertaking to complete the training and to serve the Employer for a minimum period of two years failing which the Probationer and the Surety shall be jointly and severally bound to pay the Employer a sum of Rs.2,00,000/-(Rupees Two Lakhs only);

AND WHEREAS the Probationer recognizes and accepts that at the time of appointment as Probationer, except exposure to academic knowledge, he/she has received no formal, effective, technical or practical training enabling him/her to become professionally viable to the Employer;

AND WHEREAS the Probationer is aware that the Employer would be incurring substantial sums of money and incurring substantial costs, expenses, man hours in the process of selecting and appointing him/her as Probationer & training him/her thereafter.

AND WHEREAS this service agreement cum surety bond executed with the Employer by the Probationer along with a Surety to the extent Rs. 2,00,000 (Rs. Two lakhs only) will be used for indemnifying the Employer against all such costs as mentioned above by reason of breach and/or non-compliance of any of the terms of this agreement with by the Probationer;

AND WHEREAS the Probationer also agrees that if he/she commits any breach of any of the conditions of this agreement, the Probationer and the Surety shall be jointly and severally liable to pay to the Employer on demand immediately the above said sum of Rs. 2,00,000 (Rupees Two lakhs only) from the date of breach of the terms of the contract.

AND WHEREAS in order to secure the Employer against the expenses incurred by it on the training of the Probationer and to ensure due compliance of all terms and conditions stipulated by the Employer and accepted by the Probationer, it is agreed that the Probationer shall be liable to compensate the Employer in the manner and under the circumstances enumerated in this agreement;

IN WITNESS WHEREOF THE parties hereto have signed these presents on this date and year in the presence of the following witnesses:

WITNESSES: (For the Probationer & Surety) Clear Signature :

- 1. Name:..... Signature of the Probationer Address .....
- 2. Name Signature of the Surety Address.....  
 Name.....  
 Occupation..... PAN No. ....  
 Address.....

(Attestation of signatures of Probationer and Surety by Gazetted Officer)

..... Signature of the  
 Probationer Signature of the Surety Attested Signature & seal of Gazetted Officer  
 Signature & seal of Gazetted Officer

For office use only)

WITNESSES: (For the Employer) 1. Accepted. Name:..... Address .....

Signature of the \_\_\_\_\_  
 For and on behalf of KVS..... Name.....

2. Address..... Name.....