6

IN WITNESS THERE OF, the parties have set their hands on the day and year first mentioned above.

|  |  |
| --- | --- |
| WITNESS FOR TRAINEE | TRAINEE |
| 1. Signature | Signature |
| Name and address | Name and address  Pro |
| DATE  2. Signature  Name and address  DATE | DATE |
| WITNESS FOR SURETY | SURETY |
| 1. Signature | Signature |
| Name and address | Name and address |
| DATE | Office & Place |

DATE

Signature

Name and address

DATE

4

That in the event of Trainee getting adverse report regarding the progress of his training, of studies or conduct or on discontinuing his studies or being discharged from the course or on refusal to continue for any reasons not beyond the control of the trainee or does not continue in service as aforesaid, the trainee and the surety shall jointly or severally be liable to pay and refund forthwith the government on demand and without demure in cash all money expended on the Trainee or on his account in respect of his training course as stated above and the decision of the Government as to the amount so payable shall be final together with interest on the said moneys calculated at the rate than in force for Government loans.

That the liability of the Surety hereunder shall not be impaired or discharged by reason of time being grant or any forbearance, act or omission of the Government or any person authorised by the Government (whether with or



Signature of the Trainee Signature of the surety

3

AND WHEREAS the Surety has agreed to indemnify and/or to reimburse to Government to that extent.

NOW THESE PRESENTS WITNESS and it is hereby agreed by and between the parties as follows

That in consideration of the premises and in consideration of the Government agreeing to engage the trainee for the course mentioned in the joining report referred to above, the trainee after completing the training satisfactorily, shall serve the Government for a minimum period of five years thereafter in accordance with the said joining report executed between the trainee and the Government to the complete satisfaction of the Government, (Decision of the Government about which shall be final and conclusive).

That the Trainee and the Surety hereby undertake jointly and severally to indemnify and reimburse the Government to that extent as aforesaid.



Signature of the Trainee Signature of the surety

2

WHEREAS the Government has engaged the trainee on the terms and conditions mentioned in the joining report dated



executed by and between the Trainee and the Government.

AND WHEREAS the surety is interest in the welfare of the said Trainee and therefore has agreed to these present as a surety.

AND WHEREAS one of the terms and conditions to the said engagement Of the Trainee is that the trainee shall complete the prescribed training and after such completion shall accept service under the Government and serve the Government for a minimum period of five years and if the trainee desires to serve or resigns from the service during the period of training or thereafter without the written consent of the Government or is discharged there from for misconduct or any other offence, the trainee shall repay on demand by the Government the whole cost of training of pay any other amounts, excluding Travelling and running allowance drawn by the trainee from the Government under

these terms and conditions.

Signature of the Trainee

Signature of the surety

7

|  |  |  |  |
| --- | --- | --- | --- |
|  |  |  | REGARDING PAY OF SURE" |

This is to certify that the gross salary of Shri

Who is working as .

in the office of

is Rs .... ..... ..

Signature

Designation

Date

(To be signed by the pay Drawing Officer)

Office seal5

without the knowledge of the Surety), nor shall it be necessary for the Government to sue the trainee before suing the surety for the amount due hereunder.

5. That if there is any dispute as to the effect or meaning of these presents or otherwise, however, except as to matters for which specific provisions has been made in these presents, the same shall be referred to the sole arbitration of the Secretary to Government of India in the Ministry of

Railways or any person appointed by him whose decision shall be final and biding on the parties. The provisions of

Indian Arbitration Act 1940, as amended from time to time

shall apply.

Signature of the Trainee

Signature of the surety