The matter below is to be printed on a Non judicial stamp paper of INR 100/- denomination.

Candidate may procure the same from any Court/Official vendor from anywhere in the country

Suits, if any, in respect of any dispute arising out of this agreement shall be subject to Jurisdiction of Courts in the State of West Bengal or States of the respective Subsidiary companies of Coal India Limited only.

SERVICE AGREEMENT BOND

KNOW ALL MEN that by these presents we (1)_____ s/o / d/o Sh._____(hereinafter referred to as Management Trainee) AND (2) Sh./Smt._____s/o/d/o Sh._____resident of

_____

_____(hereinafter referred to as Surety) do hereby firmly bind ourselves and our respective heirs, executors, administrators unto Coal India Limited, Coal Bhawan, Action Area-1A, New Town, Rajarhat, Kolkata 700156 , having its subsidiary companies and projects in different parts of the country (hereinafter called Company) in terms of its bond.

WHEREAS the Management Trainee has been selected by the company vide its offer of appointment no._____dated_____for imparting training to him/her with a view to utilize his/her service in the company, which offer has been unequivocally accepted by the Management Trainee.

AND WHEREAS in terms of clause 2.7 of the terms and conditions of appointment of Management Trainee, the Management Trainee is required to undergo training for a period of one year and thereafter to serve the company for a period of four years (Total 60 months) as stipulated in the offer of appointment.

AND WHEREAS in terms of the clause 2.7 of the said terms & conditions of the appointment, the Management Trainee and his surety are required to execute a Service Agreement Bond on non-judicial stamp paper in favour of the Company, undertaking to complete the training and thereafter to serve the company for a period of 4 years (Total 60 months).In the event of failure on my part to serve the company for the minimum period of 60 months, I would be liable to deposit the Bond amount along with applicable GST.

NOW THEREFORE this BOND witnesseth as under :-

1. That the Management Trainee shall undergo the training provided by the company for a period of one year, which may be extended at the discretion of the company during which period the Management Trainee shall diligently, faithfully and to the best of his/her ability undergo the training and conduct and behave himself/herself honestly, orderly and obediently towards his/her superiors and management of the company and will devote his/her whole time to the duties assigned to him/her by the company and will not engage directly or indirectly in any trade, business or occupation till the end of the period for which he/she is bound to serve the company.

(SIGNATURE)
(SURETY)

(SIGNATURE)
(MANAGEMENT TRAINEE)

2. That the Management Trainee shall not leave the company during the prescribed training period of one year which may be extended at the discretion of the company or during the period of service of the company for the stipulated period of 4 years after completion of the one year training except for reasons of continued serious ill-health/incapacitating him/her to work provided that such ill-health has not been brought about by his/her neglect, carelessness, design or misconduct about which the decisions of the company shall be conclusive and binding.

3. That the Management Trainee shall promptly obey his/her superiors and comply with their orders, instructions issued from time to time and at all times and in all respects shall faithfully observe all the Rules and Regulations of the company.

4. That the Management Trainee shall observe secrecy and/in no way divulge or disclose to any person or persons what-so-ever, the secrets entrusted to him/her or coming to his/her knowledge in the course of his/her training and service with the company either in relation to its work, business or its customers.

5. That the Management Trainee shall not commit or cause to be committed any waste, damage or other injury to the property and/or goods of the company nor shall he/she lend any such property or goods to any persons without the permission of the management of the company.

6. That the Management Trainee shall not participate in political activities nor shall become a member of political organizations.

7. That if the Management Trainee fails to complete his/her training successfully and/or fails to serve the company for the stipulated period of 4 years thereafter and/or the service of the Management Trainee is terminated on account of misconduct or otherwise before completion of the stipulated period of 60 months, the Management Trainee and the surety undertake that they shall jointly and severally compensate the company for all the expenses incurred by it on account of and in connection with his/her training by paying the company, a sum of Rs. 3,00,000/- (Rs. Three Lakhs only) plus applicable GST. Further the Management Trainee shall on the termination of his/her training/service by the company or on his/her leaving the said training/service whenever it may happen shall account for, pay and peacefully deliver to the company all the stocks in trade, books of accounts, documents, papers and effects then in his/her possession and custody and belonging or relating to the company.

8. That at the end of the stipulated and extended period of training, as the case may be, the suitability of the above Management Trainee for employment in the service of the company will be evaluated by the Competent Authority of the company on the basis of his/her performance during the period of training and the decision of the Competent Authority of the company in this regard shall be final and binding on Management Trainee and surety. In case the Management Trainee, despite due opportunity to improve himself/herself during the initial or extended period of training, fails to complete the training successfully, he/she would be liable to reimburse to the company the amount as detailed at para 7 above.

(SIGNATURE)
(SURETY)

(SIGNATURE)
(MANAGEMENT TRAINEE)

9. That if in the opinion of the Competent Authority of the company, the Management Trainee has successfully completed the training, the Management Trainee shall be bound to accept the employment of the company and shall continue to be in the employment of the company at its discretion in any subsidiary of the company or in any department or any undertaking of the Govt. of India, for a period of 4 years thereafter, unless his/her services are duly terminated by the company before that period.

10. That as per the offer of appointment, the Management Trainee's basic pay during training will be Rs. 60000/- per month in the company's pay scale of Rs. 60,000 - Rs. 1,80,000/-. The Management Trainee shall also be entitled to other allowances as per company's rules.

11. That the company shall have the right to suspend or dismiss the Management Trainee for any breach on his/her part to comply with any of the terms and conditions of the offer of appointment or this Bond or those of the trainee scheme and/or any of the Rules and Regulations of the company in force from time to time and/or any concealment of any disease or disability from which the Management Trainee was suffering prior to his/her appointment; in which event, the Management Trainee and the surety aforesaid shall jointly and severally be liable to reimburse to the company the amount as detailed at para 7 above. The said surety in his individual and personal capacity hereby undertakes and guarantees to pay to the company, the amount as detailed at para 7 above, in case the Management Trainee commits breach of any of the terms and conditions of this Bond or the training scheme of the company. The said surety further agrees that the company at its discretion shall be entitled to enforce this bond against the surety as a Principal Debtor in the first instance, without proceeding against the Management Trainee and notwithstanding any amounts which may be payable by the company to the Management Trainee.

12. That for matters not provided for in this service agreement bond, the Management Trainee shall be governed by the offer of appointment and Rules & Regulations of the company in force from time to time.

13. That the company, however, may at its discretion alter, interrupt or terminate the training in the event there are adverse reports regarding the progress of training or health of the Management Trainee without thereby incurring any liability to the Management Trainee.

14. That the above Management Trainee and surety further agree that if the Management Trainee leaves the training or service of the company before the expiry of the stipulated period of training and service thereafter (total 60 months), he/she and the surety will not only be liable to reimburse to the company the amount as detailed at para 7 above, but will also be required to give one month's advance notice while on training and three months advance notice after completion of training period or pay further amount equivalent to one month's or three month's salary as the case may be, last drawn in lieu of notice, in terms of the offer of appointment.

(SIGNATURE)
(SURETY)

(SIGNATURE)
(MANAGEMENT TRAINEE)

15. That in the event of insolvency, lunacy or death of the surety, the above bounden Management Trainee undertakes to intimate the company of the event with satisfactory proof thereof within 15 days of the occurrence, and shall execute a fresh bond with a fresh surety or sureties as may be acceptable to the company, without prejudice to the rights of the company to proceed against the original surety or his estate.

16. That in case the Management Trainee does not comply with the terms and conditions contained in the offer of appointment, the Rules and Regulations of the company and the covenants contained in this bond, the Management Trainee and his surety undertake that they shall jointly and severally pay to the company on demand without any demur the amount demanded by the company as detailed at para 7 above plus an amount equivalent to one month's / three month's salary in lieu of notice period, as the case may be, if any, as per offer of appointment applicable and any other amount that may be due to the company on account of other payments or on other accounts, if any.

    AND UPON making such payment and satisfaction of this Clause the above written obligation of the bond shall be void otherwise it shall remain in full force and virtue.

    PROVIDED FURTHER that the liability of the said____ Management Trainee and_____(surety) hereunder shall not be impaired or discharged by reasons of time being granted to the Management Trainee and/or the surety for fulfilling their obligations under this bond or by any forbearance, act of omission or commission on the part of the company or any person(s) authorized by it(whether with or without the consent or knowledge of the said (surety), nor shall it benecessary for the company to sue the Management Trainee before suing the surety forrecovery of amount due hereunder.

17. That the company will make deduction of Rs. 5000/- per month for the bond period of 60 months as security deposit against the Bond amount as detailed at para 7 above, from the monthly salary of the Management Trainee. On successful completion of the minimum period of service of 60 months, the amount so deducted will be refunded to the ManagementTrainee without any interest.

    In the event of failure on the part of the Management Trainee to serve the company for the minimum period of 60 months, he/she will have to deposit the bond amount along with applicable GST as detailed at para 7 above.

18. All suits in respect of any dispute arising out this service agreement bond shall be instituted in the courts at West Bengal or States of the respective Subsidiary companies of Coal India Limited only.

19. That the Management Trainee and surety agree that the decision of the Chairman cum Managing Director/Director/General Manager or an officer nominated by the Chairman cum Managing Director as to the correct interpretation of the bond, rules and regulations of the company and as to whether the Management Trainee has or has not observed and compiled with the obligations herein recited, shall be final and binding.

(SIGNATURE)
(SURETY)

(SIGNATURE)
(MANAGEMENT TRAINEE)

IN WITNESS WHEREOF the parties hereto have signed these presents on this___day of_ _____month of_____year, place_____in the presence of the following witnesses:

Signature _____
(Signature of surety)
Name_____
(IN BLOCK LETTERS)
Occupation_____
Address_____
_____
PAN No_____

_____
(Signature of Management Trainee)
Name_____
(IN BLOCK LETTERS)
Address_____
_____
_____

Witness 1
Signature_____
Name_____
(IN BLOCK LETTERS)
Occupation_____
Address_____
_____
_____

Witness 2
Signature_____
Name_____
(IN BLOCK LETTERS)
Occupation_____
Address_____
_____
_____

_____
(Signature of surety)

_____
(Signature of Management Trainee)

Attested

Signature & Seal of Gazetted Officer/Notary Public

Attested

Signature & Seal of Gazetted Officer/Notary Public

Accepted

For and on behalf of Coal India Ltd. & its subsidiaries
Name_____
Designation_____