AND WHEREAS in terms of the clause 4 of the term & conditions of the said offer of appointment, the Trainee-employee and his surety are required to execute a Service Agreement Bond on non-judicial stamp paper in favor of the Company, undertaking to complete the training and thereafter to serve the company for a period of three years falling which the Trainee-employee and the surety shall be jointly and severally bound unto the company in the sum of ₹_____/- (Rupees _____ only) plus GST, in terms of his Bond.

NOW THEREFORE this BOND witnessed as under :-

1. That the Trainee-employee 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 trainee-employee 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.

2. That the Trainee-employee 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 three years after completion of the 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 decision of the company shall be conclusive and binding.

3. That the Trainee-employee 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.

(SIGNATURE)
(SURETY)

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TRAINEE EMPLOYEE

4. That the Trainee-employee 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 Trainee-employee shall not commit or cause to be committed and 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 Trainee-employee shall not participate in political activities nor shall become a member of political organizations.

7. That if the trainee-employee fails to complete his/her training successfully/and or serve the company for the stipulated period of three years thereafter, the trainee – employee 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. The expenditure incurred by the company on account of and in connection with the training of the trainee-employee shall include the salary, TA etc. paid to the trainee-employee during the training period, the cost of supervision, overhead and other direct and indirect expenses incurred by the company on the training. The decision of the Chairman & Managing Director/General Manager or an officer nominated by the Chairman & Managing Director shall be final and binding as to the total amount of expenditure incurred by the company on account of and in connection with the training of the trainee-employee. However, the total amount recoverable under this clause shall not exceed ₹_____/- (Rupees _____ only) plus GST. Further the trainee-employee 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.

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8. That at the end of the stipulated and extended period of training, as the case may be, the suitability of the above trainee-employee 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 trainee- employee and the Surety. In case the trainee-employee, 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 expenses incurred by it as detailed in para 7 above.

9. That if in the opinion of the competent authority of the company, the trainee-employee has successfully completed the training, the trainee employee 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 three years thereafter, unless his/her services are duly terminated by the company before that period.

10. That as per the offer of appointment, the trainee-employee's basic pay during training will be per month in the company's pay scale of ₹ The trainee-employee 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 trainee-employee 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 for the time being in force and or any concealment of any disease or disability from which the trainee-employee was suffering prior to his/her appointment; in which event, the trainee-employee and the surety aforesaid shall jointly and severally be liable to reimburse to the company the expenditure incurred on account of and in connection with the training imparted to the trainee-employee as provided

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herein before under this BOND. The said surety in his individual and personal capacity hereby undertakes and guarantees, to pay to the company, on demand, the expenditure incurred on account of and in connection with the training of the trainee-employee as detailed in para 7 above in case the trainee-employee 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 first instance, without proceeding against the trainee-employee and notwithstanding any amounts which may be payable by the company to the trainee employee.

12. That for matters not provided for in this service agreement bond, the trainee-employee 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 trainee-employee without thereby incurring any liability to the trainee-employee.

14. That the above trainee-employee and surety further agree that if the trainee-employee leaves training or service of the company before the expiry of the stipulated period of training and service thereafter he/she and the surety will not only be liable to reimburse to the company the expenses incurred by it on account of and in connection with the training, but will also be required to give one month's advance notice while on training and or probation after absorption and three months advance notice after completion of probation period or pay further amount equivalent to one month's or three months salary as the case may be, last drawn in lieu of notice, in terms of the offer of appointment.

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15. That after completion of three years service if the trainee-employee wants to leave service of the company then he/she shall give three month's advance notice to the company failing which he/she will also be liable to pay to the company compensation equivalent to three month's salary.

16. That in the event of insolvency, lunacy or death of the surety, the above bounden trainee-employee 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.

17. That in case the trainee-employee does comply with the terms and condition contained in the offer or appointment, the Rules and Regulation of the Company and the covenants contained in this bond, the trainee-employee 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 towards the expenses incurred by it on account of and in connection with the training of the trainee-employee including stipend/salary, TA/DA, passage fare, cost of supervision overhead charges, direct and indirect expenses incurred by the company, provided that the total amount recoverable on account of and in connection with the training shall not exceed ₹_____/- (Rupees _____ only) plus GST, plus an amount equivalent to three months salary in lieu of notice period, 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.

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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 _____trainee-employee and _____ (surety) hereunder shall not be impaired or discharged by reasons of time being granted to the trainee-employee 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 be necessary for the company to sue the trainee-employee before suing the surety for recovery of amount due hereunder.

18. All suits in respect of any dispute arising out this service agreement bond shall be instituted in the courts at Delhi only.

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

(SIGNATURE)
(SURETY)

(SIGNATURE)
TRAINEE EMPLOYEE

IN WITNESS WHEREOF the parties hereto have signed these presents on this _____ day of _____ month of _____ year at Delhi in the presence of the following witnesses:

Signature_____
(Signature of surety)
Name _____
(IN BLOCK LETTERS)
Occupation_____
Address _____
_____
PAN No._____

_____
(Signature of trainee-employee)
Name _____
(IN BLOCK LETTERS)
Address _____
_____
_____

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

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

_____
(Signature of surety)

Attested

Signature & seal of Gazetted Officer/Notary Public

_____
(Signature of trainee-employee)

Attested

Signature & seal of Gazetted Officer/Notary Public

FOR OFFICE USE ONLY

Witness

Signature_____

Name_____
(IN BLOCK LETTERS)

Occupation_____

Address_____

_____

Accepted

For and on behalf on NTPC Ltd

(Signature of Trainee-Employee)

Name _____

Address_____

_____