

# AGREEMENT

THIS AGREEMENT made on this day, the ..... , Two Thousand and Sixteen between ..... and ..... In the State of West Bengal in ONE PART.

**A N D**

..... Son /Daughter/Wife of Shri ..... Vill. ...., P.O. ...., P.S. ...., Dist. ...., PIN ..... In the State of West Bengal on the OTHER PART.

WHEREAS ..... (Authority) has selected Shri/ Smt. .... for engagement to the post of ..... on contractual basis, on the terms and conditions set forth below.

**A N D**

WHEREAS Shri/Smt. .... has agreed without any reservation to accept the engagement on such terms and conditions as set forth hereunder –

NOW it is hereby agreed upon and declared as follows :-

1. .... (Office/Appointing Authority) shall engage ..... as ..... and post him/her at ..... in connection with the effective ..... (description of duty/assignment).
2. The term of engagement of Shri/Smt. .... may continue on execution of a fresh contract after the date of expiry of existing engagement, subject to his/her performance to the satisfaction of authority, availability of fund and necessity for continuance of the work he/she was assigned. He/She shall not report for duty unless he/she is engaged through a fresh contract.
3. He/She shall serve the ..... (Office) in such capacity and shall discharge such duties as may from time to time be assigned to him/her by the ..... (authority).
4. He/She shall obey all lawful orders and directions of the authority and shall devote his/her whole time and attention to the best of his/her ability.
5. He/She shall not during his/her term of engagement with the ..... (Office) work carry on any business trade, profession or calling other than the duties assigned to him/her by the authority from time to time.

6. He/She shall not accept loan from any person/persons without the prior written consent of the authority provided always that nothing herein contained shall debar him/her from obtaining loans of reasonably small amount and of a temporary nature from any friend or relative, who does not have any business transaction with .....  
(name of office where posted).
7. In consideration of such loyal and faithful service .....(Office) will pay to him/her monthly contractual remuneration amounting to Rs. .... (Rupees ..... ) only in terms of ..... (Order No.) ..... During the period of this engagement he/she will be entitled to casual leave for fourteen days and ..... Leave for ..... days on yearly basis provided always that the leave shall be sanctioned in advance by authority.
8. This AGREEMENT shall come into force from .....
9. Notwithstanding anything contained herein, this AGREEMENT may be terminated by the authority giving to ..... Either one calendar month's notice in writing or one month's allowance in lieu of notice. He/She may also resign from the engagement on giving one calendar month's notice in writing or on payment of one month's allowance in lieu of notice.
10. The engagement of ..... , made under this AGREEMENT may, however, be terminated forthwith without any notice or payment in lieu of notice at any time, in the event of his/her conducting himself/herself in any manner prejudicial to the interest of official norms and established rules of conduct, more particularly the case(s) like :
  - I. Insobriety.
  - II. Unauthorised absence.
  - III. Persistent un-punctuality in attendance to Office and/or the place of duty assigned to him/her.
  - IV. Gross carelessness and lack of attention to or neglect of work of duties.
  - V. Disobedience of lawful orders given by the authority.
  - VI. Breach of trust or breach of confidence with reference to official secrets.
  - VII. Fraud or misappropriation or any other defalcation.
  - VIII. Breach of any of the Rules and Regulations.
  - IX. Breach of any of the terms of this AGREEMENT.
  - X. Any other misdemeanour not concerning to the responsibilities assigned to him/her.
11. Any notice required to be served upon the PARTIES shall be taken to have been duly served if the notice in writing is delivered by hand or it is sent by Registered Post to the address of the PARTIES as recorded.

12. .... by virtue of his/her accepting the engagement in .....  
(Office) as ..... On terms and conditions as specified above, shall  
have no claim for any job/engagement with either the Government of West Bengal, or any  
Body/Corporation/Undertaking/Institution which is financially aided by the Government of  
West Bengal.

IN WITNESS WHEREOF THE PARTIES TO THESE PRESENTS HEREUNTO SET AND SUBSCRIBE THEIR  
RESPECTIVE HANDS THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.

Signed for and on behalf of the ..... (employer)

Signature and Designation

In presence of :-

1<sup>st</sup> Witness : Signature \_\_\_\_\_

Name in full \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

2<sup>nd</sup> Witness : Signature \_\_\_\_\_

Name in full \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Signature of the Candidate

(2<sup>nd</sup> Part)

1<sup>st</sup> Witness : Signature \_\_\_\_\_

Name in full \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

2<sup>nd</sup> Witness : Signature \_\_\_\_\_

Name in full \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_