

AGREEMENT OF SERVICES

This Agreement made at Jammu this day of 2022 between J & K Grameen Bank, a body corporate constituted under the Regional Rural Bank Act, 1976 (21 of 1976) and Gazette Notification dated 30.06.2009 issued by the Government of India, Ministry of Finance, Department of Economic Affairs (Banking Division) having its Head Office at Narwal, Jammu, hereinafter referred to as the "Bank" of the first part

And

Mr./Ms. _____

Resident of _____ particulars of whose identity and photograph are given in the identity form, attached hereto (hereinafter called the officer) of second part.

Whereas on the application of the officer the Bank has agreed to take the officer Mr. / Ms. _____ into its service on the terms and conditions hereinafter mentioned and subject to the general rules and regulations of the Bank.

Now, this agreement witnessth as under:-

1. COMMENCEMENT:

This agreement shall commence from the date on which the officer assumes charge of his/her duties whichever is earlier, and shall remain in force until it is duly terminated.

2. REMUNERATION:

The officer will receive such salary and allowances as may be fixed for him/her from time to time by the Bank generally or specifically.

3. DUTIES:

- a) The officer will attend office regularly during the working hours as fixed by the Bank and perform the duties entrusted to him/her, sincerely, faithfully and honestly. He/She further agrees to work beyond the working hours whenever called upon to do so by his/her superior officers, if the situation demands.
- b) The bank shall have the right to allot any duties to the officer for which he/she may be considered fit and competent and shall have the right to transfer him/her to any branch of the bank or to send him/her to any other place, where the interest of the bank and business may need his/her services.
- c) The officer shall not either during the continuance of his/her employment hereunder, or thereafter, except in the course of his/her duties as such officer, or under any law for the time being in force, divulge to any person whatsoever, and shall use his/her best endeavour to prevent the publication or disclosure of any information as to the practices, business dealing or affairs of any of its customers with the Bank or any other matter which may come to his/her knowledge by reason of his/her employment under this agreement.
- d) That the officer shall devote the whole of his/her time, attention and abilities, etc., to the business of the Bank and shall obey all orders issued from time to time or given to him/her by his/her superior officers in all respects, and conform to and comply with the directions given and regulations made by the Bank and shall diligently and faithfully serve the Bank and use his/her utmost endeavour to promote its interests.

- e) That the officer shall be a whole time officer of the Bank and shall not; so long he/she holds any office in the Bank, engage either directly or indirectly in any employment, business, trade or speculation of any kind.

4. TERMINATION:

- 1) a) No officer shall leave or discontinue his/her service in the Bank without first giving notice in writing to the Appointing Authority of his/her intention to leave or discontinue his/her service or resign.
- b) The period of notice shall be:
- i) three months, in case of confirmed officer.
- ii) one month, in case of officer who is on probation.
- c) In case of breach by an officer of Sub-Clause (1) (b) above, he shall be liable to pay the Bank as compensation, a sum equal to his pay for the period of notice required of him.
- 2) Notwithstanding anything to the contrary contained in Sub-Clause (1) above, an officer against whom disciplinary proceedings are pending, shall not leave, discontinue or resign from his/her service in the Bank without the prior approval in writing of the Appointing Authority and any notice of resignation given by such officer before or during the disciplinary proceedings shall not take effect unless it is accepted by the Competent Authority.

Explanation:

Disciplinary proceedings shall be deemed to be pending against an officer for the purpose of this Clause, if he/she has been placed under suspension or any notice has been issued to him/her to show cause why disciplinary proceedings should not be instituted against him/her until final orders are passed by the Competent Authority or charge sheet is not issued.

- 3) a) The Bank will be entitled to dispense with the officer's services on giving one months' notice and if the Bank dispenses with the services of the officer without such notice, the officer will be entitled in lieu thereof of one month's substantive salary payable to him/her.
- b) If an officer remains absent from duty without getting his/her leave sanctioned or is habitually unpunctual in attendance or is negligent/nasty to the Bank and commits breach of any of the terms and conditions of this agreement, the Bank shall have the right to terminate his/her service without notice and salary of one month in lieu thereof.

- 5. LEAVE ETC.** The officer undertakes to be bound by all rules and regulations in force from time to time in all matters including promotion, transfer, travelling and other allowances, leave, security, provident Fund etc. In case the officer fails to join place of his posting under the rules, he shall make himself liable for gross misconduct and during probation his services can be terminated.

6. SECURITY:

- a) The officer shall give such security as the Board of Directors or the Chairman or any other competent authority of the Bank appointed in this behalf may determine from time to time, for due performance of this agreement and for recoupment of any loss caused to the Bank due to his/her negligence, misconduct, fraud or violation of any terms of this agreement.

- b) That the Bank shall have a first lien on all dues of the officer including security as well as salary and other benefits and the Bank shall have the right to recover all losses suffered by it through fraud, negligence or misconduct of the officer from such dues.
- c) The security offered by the officer shall remain under the control of the Bank during the entire period of service of the officer with the Bank and till the settlement of all claims of the Bank for loss of damage, if any, caused on account of breach of any of the terms and conditions of the agreement by the officer.
- d) Subject to the rights of the Bank reserved under clause (b) and (c) above the security held shall become refundable to the officer on the expiry of 90 days after termination of his/her service.
- e) If the Bank suffers any loss on account of non-performance of any of the conditions of this agreement or on account of any act or omission of the officer or by reason of negligence, fraud, misconduct or dishonesty in the discharge of his/her duties, the Bank shall be entitled to recover the loss from the cash security of the officer and to recover the deficiency, if any, from his/her person and other property.

7. DURATION OF AGREEMENT: This agreement shall remain in force as long as the officer continues in the service of the Bank notwithstanding any change in his/her designation, status, salary or the duties and responsibilities entrusted to him/her.

8. SUSPENSION:

The officer on his/her dismissal from service for misconduct shall not be entitled to any emolument for the period of his/her suspension except by way of subsistence allowance allowed as per service regulations.

9. DISABILITY OF OFFICER:

After the termination of his/her employment for any reason whatsoever the officer will not at any time or for any purpose, use the name of the Bank in connection with his/her name or any other name in any way calculated to suggest that he/she is or has been connected with the Bank business nor in any way holds himself/herself out as having or having had any such connection with any customer of the Bank which he/she may have acquired in the course of or as incident to this employment hereunder for his/her own benefit or to the detriment or intended or probable detriment of the Bank.

10. On the termination of his/her services for whatever cause, the officer shall surrender to the Bank complete charge of all articles assets, books of the Bank, keys and all other things on which he/she may have control or be in his/her charge and shall also surrender documents papers, etc. over which he/she may have any dominion while as an officer of the Bank.

11. The Power of Attorney of the Officer shall become imperative and he/she shall surrender the same to the bank for cancellation. If the officer commits any default in respect of any of the conditions mentioned in this clause, he/she shall be liable to forfeit security.

12. In case the officer is covered by any Award/Settlement in force from time to time, any terms in this agreement against the provisions of such Award shall not be binding on the officer during the operation of the Award. But where the award is silent the clauses here in above will apply.

IN WITNESS WHEREOF the parties hereto have set their hands in the presence of witnesses.

WITNESSES:

1.....

.....

Signature of the Officer

2.....

.....

For and on Behalf of J & K Grameen Bank
Chairman



IDENTITY FORM

Affix passport
size photograph
duly attested by
a Gazetted
Officer.

1. Full Name: _____
2. Designation: _____
3. Academic & Vocational Qualification: _____

4. Father's Name and Occupation: _____

5. Caste: _____
6. Complete Home Address: _____

7. Present Address: _____

8. Date of Birth: _____
9. Height: _____
10. Mark of Identification:
 - a) Colour: _____
 - b) Built: _____
11. Relationship with any employee or Director of the Bank (give names and relationship in vernacular)
12. Date of Appointment with pay: _____
13. Date of signed photograph: _____
14. Left hand thumb impression: _____
15. Signature of Officer: _____
16. Initial of the Officer: _____

Date:

Place:

Signature and Designation of the Attesting Officer

INDEMNITY BOND WITH SURETY

This Indemnity is made and executed at _____ on _____ day of _____ 2022 by Mr./Ms./ Mrs./ _____ S/O/D/O/W/O Sh. _____ a permanent resident of ____ (full address) _____ herein called "Officer", the party of the first part, AND Sh. _____ S/O Sh. _____ a permanent resident of _____ hereinafter called "Surety", the party of the second part, in favour of J & K Grameen Bank, a body corporate constituted under the Regional Rural Bank Act, 1976 (21 of 1976) and Gazette Notification dated 30.06.2009 issued by the Government of India, Ministry of Finance, Department of Economic Affairs (Banking Division) having its Head Office at Jammu hereinafter called "Employer Bank".

The terms "Officer", "Surety" and the "Employer Bank" unless repugnant to the context shall mean and include their heirs, legal representatives, successors, executors and administrators.

WHEREAS the Officer has been selected for appointment as Assistant Manager (Officer Scale-I) in the service of the Employer Bank and has been offered the job of Assistant Manager (Officer Scale-I).

WHEREAS an Offer of Appointment containing the terms and conditions of the appointment has already been issued to the Officer vide letter bearing Ref. No: JKGB/HO/HRDD/RECT/2021-22-_____ dated _____ of the Employer Bank.

WHEREAS the acceptance of the terms and conditions of the appointment has also been communicated to the Employer Bank on _____ by the said Officer.

WHEREAS one of the terms and conditions of the appointment is that the Officer has to serve the Employer Bank i.e. J&K Grameen Bank for minimum period of **Three years** after appointment, has to execute an Indemnity Bond with surety in favour of Employer Bank unless bank decides to terminate the services under rules or under terms of appointment.

NOW THIS INDENTURE WITNESSETH as under:

1. Incompliance of the aforesaid condition in Offer of Appointment subject to which the Employer Bank has agreed to appoint the Officer, the Officer hereby undertakes to serve the Employer Bank for a minimum period of **Three years**.
2. The party of the second part i.e. _____ S/O _____ R/O _____ agrees to stand as Surety for the due performance of the obligation of the Officer under this agreement of Indemnity. In case of breach of the terms of this Indemnity by the Officer and failure to indemnify the Bank, the surety shall be jointly and severally liable to pay the amount of Rs 2,00,000/- (Rupees Two Lac only) to Employer Bank immediately on demand.

3. The Officer further agrees and undertakes that in case he / she commits breach of the above condition and resigns from or leaves/ abandons the service and / or neglects in performance of the duty assigned to him leading to termination of his / her service as per rules / regulations by the Employer Bank for all losses, costs, charges and expenses he will have to pay the bank an amount of Rs 2,00,000/- (Rupees Two lac only) with interest thereon @ 12% per annum from the date of breach of the above till payment as liquidated damages /cost of training including on the job training, the Officer at his / her place, and also on account of business loss suffered / to be suffered by Employer Bank during intervening period. The Officer and surety agree that assessment of such loss as incurred by Employer Bank's which is reasonable, which they both agree to pay jointly and severally in case demand is made by the Employer Bank. Notwithstanding anything contained herein above, furnishing of this Indemnity will not create any additional/special right in favour of the Officer to continue in the service of Employer Bank for the aforesaid term of **Three years** and the employer Bank shall always have the right to take appropriate action against the Officers as per terms of the appointment letter and / or the rules and regulations of the employer Bank as applicable and are in force in case of commission of any misconduct by the Officer.
4. The amount specified above shall constitute a debt owing to the Employer Bank and shall be recoverable from the Officer and the Surety jointly and severally with interest thereon at the rate specified above till payment.

IN WITNESS whereof, the OFFICER and the SURETY have put their signatures in the presence of the witnesses.

Signed and delivered by the Party of the first part i.e. the Officer having read and understood the contents /terms of this Agreement.

Signed and delivered by the Party of the second part i.e. the surety having read and understood the contents / terms of the Agreement.

1. WITNESS

OFFICER SIGNATURE

NAME & ADDRESS

NAME & ADDRESS

2. WITNESS

SURETY SIGNATURE

NAME & ADDRESS

NAME & ADDRESS

Declaration of Fidelity and Secrecy

Date.....

Place.....

I, do hereby declare that I will faithfully, truly and to the best of my skill and ability execute and perform the duties required of me as **Assistant Manager (Officer Scale-I)** of the J & K Grameen Bank, Head Office, Jammu and which properly relate the office or position held by me in the said Bank.

I, further declare that I will not divulge or allow to be divulged to any person not legally entitled thereto any information relating to the affairs of the said Bank or to the affairs of any person having any dealing with the said Bank and nor will I allow any such person to inspect or have access to any books or documents or electronic records belonging to or in possession of the said Bank and relating to the business of the said Bank or the business of any person having any dealing with the said Bank.

Signature

Name in Full:

Designation:

Signed before me

Signature
(Office / Branch Official)

Name in Full:

Designation:

Place: _____

Date: _____

Declaration of Marital status to be obtained from every officer on first appointment.

1. I. Mr./Ms..... S/O.W/o.D/o declare as under:

(i) That I am unmarried/a widower/widow.

(ii) That I am married and have only one spouse living. Name of my spouse is _____ and date of marriage is_____.

(iii) That I have entered into or contracted a marriage with a person having spouse living. I may be granted exemption on the basis of ground given below. Application for grant of exemption is enclosed:.

Ground:

2. I solemnly affirm that the above declaration is true and I understand that in the event of the declaration being found to be incorrect after my appointment, I shall be liable to be dismissed from service.

Signature

Name:

S/o.W/o.D/o.....

Address

Date:

Declaration of Domicile

Place.....

Date.....

1. I, the undersigned, having been appointed in the service of J & K Grameen Bank, Head Office, Jammu hereby declare.....
(Place) in..... (District) as my place of domicile.

2. *The above is my place of birth
Or

*The above is not my place of birth. My place of birth is (Place)
in (District) but (Place) has been declared
as my place of domicile for the reasons given below:

.....
.....

Signature

Name in full

Designation.....

Nature of appointment.....

Date of appointment.....

*Strike out whichever is not applicable.

6. Nationality of

Father: _____

Mother: _____

Husband/Wife: _____

7. Exact date of birth: _____

Present age: _____

Age at Matriculation _____

8. (a) Place of Birth : _____

(b) Distt. and State in which situated: _____

(c) Distt. and State to which you belong: _____

9. (a) Your Religion: _____

(b) Are you a member of Scheduled Caste/Scheduled Tribe? Yes No

If yes, state the name thereof:

10. Educational qualifications showing place of education with years in schools and colleges starting with Matriculation:

Name of School/College Passing with full address	Date of entering	Date of leaving	Examination Passed	Year of
---	------------------	-----------------	--------------------	---------

11. Have you ever been arrested or kept under detention or bound down/fined/convicted by a Court of law for any offence or debarred/disqualified by the Public Service Commission from appearing at its examination selections or debarred from taking any examination or restricted by authority/institution?

If answer is 'Yes' full particulars of the case detention, fine, conviction, sentence, etc. should be given.

13. Have you ever been convicted or any offences committed against woman, including conviction for dowry offences under the Dowry Prohibition Act, 1961, or under Section 304 B of IPC?

If answer is 'Yes' full particulars of the case, detention, fine, conviction, sentences, etc. should be given.

DECLARATION

I, Certify, that the foregoing information is correct and complete to the best of my knowledge and belief. I am not aware of any circumstances, which might impair my fitness for employment in the Bank. I have/will have no objection to the Bank making enquiries at any time (immediately/in the near future) regarding the statements made by me in the application, in any matter they decide to do so inclusive of police enquiry into my antecedents.

SIGNATURE OF CANDIDATE

DATE: _____



APPLICATION FOR IDENTITY CARD

(PLEASE FILL WITH BLACK INK ONLY)

AFFIX YOUR
RECENT
COLOURED
PASSPORT SIZE
PHOTOGRAPH

1. NAME: _____
2. DESIGNATION: _____
3. CODE NO: _____
4. CORRESPONDENCE ADDRESS: _____

5. PERMANENT ADDRESS: _____
6. _____
7. PHONE NO: _____
8. EMAIL ID: _____
9. DATE OF BIRTH: _____
10. DATE OF RETIREMENT: _____
11. BLOOD GROUP: _____
12. PRESENTLY POSTED AT _____

SPECIMEN SIGNATURES:

A)

B)

PHYSICAL FITNESS CERTIFICATE

(To be obtained only from Medical Officer not below the rank of Assistant surgeon of Govt. Medical services. Medical Certificate issued by private medical practitioners will not be accepted.)

I do hereby certify that I have examined Mr. / Ms. _____,

S/o D/o W/o Sh. _____, Age _____ years, R/o _____

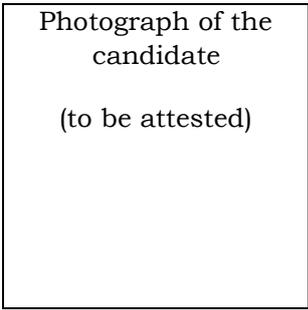
_____ ; a candidate for employment in J&K Grameen Bank and he / she is not suffering from any disease (communicable or otherwise), constitutional weakness or physical or mental infirmity. The age according to his / her statement is _____ years and by appearance is about _____ years.

I also certify that he/she has marks of small pox/Vaccination.

Identification Marks: 1 _____

2 _____

- 1) Height: _____ cms
- 2) Wight: _____ Kgs
- 3) Measurement of Chest:
 - a) On full inspiration: _____ cms
 - b) On full expiration: _____ cms
- 4) Examination of:
 - a) Liver & Spleen: _____
 - b) Heart & Lungs: _____
 - c) Sight: _____
 - d) Can recognize all natural colours.



Signature of the Candidate

Place:

Date:

Signature and Seal of the Medical Officer

FORM OF NOMINATION FOR GRATUITY /LEAVE ENCASHMENT

1. Name of the Employee:
2. Code No:.....
3. Designation:.....
4. Religion:.....
5. Marital Status (Married/Unmarried/Widow):
6. Date of Birth.....
7. Permanent Address:.....

I, _____ hereby nominate the person(s) mentioned below to receive the amount of Gratuity / Leave Encashment/ GSLI/ PF that may become payable in the event of my death before attaining the age of superannuation or having become payable on my attaining the age of superannuation, but not paid till my death and request that the said amount shall be paid / distributed among the said person(s) in the manner shown against his/her/their names:

Name & Address of Nominee/s (give date of birth in case of minor son/daughter) and also the name & address of guardian	Nominee's relationship with the member (Employee)	Age of the Nominee	Amount or share of each nominee (%age)

I hereby declare that I have no family and should I acquire family thereafter, the above nomination should be deemed as cancelled (Delete if not applicable).

Witnesses

1. Signature _____
Name: _____

2. Signature _____
Name: _____

Signature of the Official

Name: _____
S/D/W/O _____
Designation & Code _____