

Appointment of an Engineer under Government

An agreement made the day of between AS etc. at present residing at in the district of hereinafter (called "the Engineer") of the one part and Governor of Uttar Pradesh called ("the Governor"), of the other part.

Whereby it is agreed on the terms and conditions as under:-

1. That the Engineer will remain in the service of the Government of MAHARASHTRA the other Part for a period of years from the day of
2. That the Engineer will submit himself to the orders of the Government and of the officers and authorities under whom he may from time to time be placed by the Government and will at all times obey the rules and regulations prescribed for the same.
3. That he will employ himself efficiently and diligently and to the best of his ability as an Electrical Engineer and that he will devote his whole time to the duties of the service and will not engage directly or indirectly in any trade, business or occupation on his own account and that he will not absent himself from his said duties without having first obtained permissions from the Government or their authorized officer (except in case of sickness or other reasonable cause for which sufficient proof is given).
4. That in the event of any misconduct on the part of the engineer or of a violation, of term of any Of the conditions herein specified the Government may at any time dispense with his services without notice but after due enquiry if, so prescribed under the law.
5. That it shall be lawful for the Government if satisfied on the medical evidence that he is unfit and is likely to continue unfit by reason of ill-health for the discharge of his duties in India rn determine the service under this agreement (the decision of the Government being conclusive) and thereupon his services shall be terminated.
6. That the Government will pay the Engineer so long as he shall remain in the service and actually perform his duties at the rate of Rs per mensem, (or, that the scale off the pay of the Engineer, so long as he shall remain in service and perform his duties shall be Rs and that the Engineer will start in this scale at the stage of Rs per mensem and will get this pay rising to Rs per mensem by annual increments of Rs)
7. That the Government will pay the Engineer so long as he actually per forms his duties travelling allowance on the following scale, subject to the condition that he maintains and uses a motor car for all journeys performed by him in the discharge of his duties when the journeys are within his jurisdiction and it is practicable to use a motor car-
 - (a) a conveyance allowance of Rs per mensem;
 - (b) a mileage allowance of Rs a mile for journeys of over 20 miles per diem performed by mad in the discharge of his duties;
 - (c) a daily allowance at the rate allowed for first class officers by Rule 27 of

MAHARASHTRA Finance Handbook, Volume III i.e. Rs for every night he is absent from headquarters provided the distance from headquarters exceeds five miles;

(d) mileage and daily allowance at the rate ordinarily admissible to officers of the class under Rule 27 of the U.P. Financial Handbook, Volume III for journeys on duty by rail or road when the journeys are outside his jurisdiction or it is impracticable to use a car;

Provided that for all days on which such ordinary mileage or daily allowance is drawn under this clause the conveyance and the special mile age allowance allowed by the previous clauses (a) and (b) shall be forfeited;

(e) For journeys partly by mad and partly by rail within his jurisdiction a mileage allowance of two annas a mile for the mad journey and railway fares at the rates admissible to a first class officer under Rule 27 of the UP. Financial Hand-book. Volume II On all days on which mileage allowance and railway fares are drawn under this rule, the conveyance allowance and special milease allowance admissible under clauses (a) and (b) shall not be forfeited.

8. That the Engineer will be entitled during the said term of his engagement to leave on average pay upto 1/11th of the period spent on duty (upto a maximum of four months at a time) to which may be added on medical certificate leave on average or half average pay up to the maximum of three months reckoned in terms of leave on average pay.

9. That he shall not be entitled to any pension, gratuity or bonus on retirement but that while this agreement is in force he shall subscribe to a provident fund at the rate of one-twelfth of his pay each month the Government adding half yearly a bonus at the rate of one hundred per cent of his subscription for the half year. Interest at such rate as the Government may from time to time fix will be calculated monthly and added yearly to the account. The amount at his credit in the Fund will be paid to him on his quitting the service or to his legal representative in the event of his death whilst in the service.

10. That if any payments made at the rate of exchange then applicable to the class of transaction concerned as decided by the Government from time to time shall be observed.

11. That either party to this agreement may terminate this agreement by giving to the other six month notice in writing of his intentions to do so and on the expiration of such notice this agreement shall be determined.

12. That the proceedings, letters and reports of the Government or of its officers and agents or any copies thereof or extracts there from which shall be submitted to any higher authority in India or elsewhere in any way relating to the sums of money to be paid or allowed to the Engineer or to his conduct or in any way relating to the premises shall be received as evidence of any matters therein contained in any action or in any legal proceedings by or between the parties these presents to or in any way relating thereto.

In witness whereof etc.

