

**Agreement between MG Mobiles And its Employees**  
MG. Mobiles \_\_\_\_\_

**General Rules for Service**

1. EVERY employee shall perform his duty honestly and diligently and shall carry out any order or work entrusted or asked to do by his departmental senior or by a director. He shall have to do any work other than his general assignment if he is required to do. He May be tranferred from one work to another.
2. GENERALLY Office hours will be from 10AM to 6PM with a short recess for tea or lunch at suitable time. However, any employee shall not refuse to work beyond above time if, sometimes, it is necessary to do so for office work.
3. YEARLY INCREMENT, if any, will be as stated in salary scale. However, any staff member may get promotion to a higher post if directors feel so, so looking to his efficiency and higher responsibilities. Salary shall be paid according to English calendar months.
4. DIRECTORS may relieve any employee from his service with (a) one calendar month's notice in case of permanent staff; (b) one calendar month's notice in case of a temporary one; and (c) at any time without serving notice in case of an apprentice. Any employee may be dismissed any time without any previou notice if he is found guilty of gross indiscipline, fraud, misappropriation or acting against the interest of the company. He may be degraded to a lower scale of salary if he is not found competent for the work and duties assigned to him.
5. LEAVE: Generally there will be 12 days' casual leave in a year, and any further leave will be subject to deduction in salary. Employees going to their native places far away from West Bengal may be allowed additional leave with pay subject to the previous sanction of directors, who will decide whatsoever, looking to the circumstances stated in applications.
6. BONUS: There will be no hard and fast rules for payment of bonus which shall be in the absolute descretion of the directors who shall decide at the end of every year the bonus to be paid. However, there will be no liability on the part of the company to pay bonus if they cannot do so.
7. TEMPORARY EMPLOYEES: Employees appointed on temporary or apprentice bases may made permanent generally after completion of two years' service or earlier in the absolute discretion of the directors if directors feel to do so. Any employee can be appointed on permanent bases from the beginning if it is felt to do so.
8. PROVIDENT FUND: All permanent staff members or such temporary members, who are specifically approved by the

directors will get benefit of the Provident Fund Scheme if it is maintained by the company.

9. CHANGE: Directors have authority to make any changes at any time in the above general rules.

*Appointment/Renewal of Services Order*

Mr. XY

\_\_\_\_\_

is hereby informed that he has been appointed/ his services has been renewed as an employee of this company subject to acceptance of general rules of service from 10<sup>th</sup> day of June 1999 under the following terms:

1. General assignment of work  
(Subject to changes)
2. Permanent, Temporary or apprentice
3. Scale of Salary.
4. Starting salary from \_\_\_\_\_

(To be signed by employers)

To,  
MG Mobiles Ltd.

\_\_\_\_\_

I have read and understood thoroughly the rules of service and the above terms of my appointment/ renewal of my service, and I do hereby agree with all terms as above and I shall abide by all general rules of service which are now or may hereafter be in force and accordingly I accept my appointment/ the renewal of my service with you.

(To be signed by the employee)

General Form of security Bond to be Executed by an Employee  
with Two Sureties

KNOW All Men by this Security Bond we, AB (Employee) of, etc. etc. and CD (first surety) of etc. etc. and EF (second surety) of etc. are firmly held and bound unto GH (employer) of etc., in the sum of Rupees .....(Rs.....) only of lawful good money to be paid to the said employer, or his heirs, executors, administrators and representatives jointly, severally and respectively.

Sealed with our seals this ..... day of .....2007

WHEREAS the above bound AB was on the ..... day of .....2007 provided with a job under the employer and now holds and exercise the office of Cashier in terms of an agreement dated .... Made between the said AB and the employer (or in terms of the letter of appointment dated..... Issued by the employer) AND WHEREAS by the virtue of such office and other office or offices in which the employee may hereafter be promoted or transferred or appointed the said employee is presently and in future will be entrusted with the care and responsibility of handling and keeping in safe custody of various money, currency, shares and other valuable securities, papers, documents and also property and goods belonging to the employer subject to the supervision and check of the employer of any person appointed by him AND WHEREAS the employee in such course of employment is also bound to keep and maintain or cause to be kept and maintained a true and faithful account of the said money, shares, securities etc.

NOW THE CONDITION of the above-written bond or obligation is such that if the employee shall all along during the continuity of his service under the employer whether, in the original or in any promoted or transferred post, keep and maintain or cause to be kept and maintained a true and proper account of all such money, cash, shares, securities, etc., and /or otherwise always duly and faithfully perform and discharge the duties of such office or offices which he shall hold and exercise for the time being or in the alternative if the said AB, CD and EF shall indemnify and keep indemnified and every loss and damage or injury caused to and costs, charges and expenses incurred by the employer by reason of any act, default, error in judgement on the part of the said AB, then the above-written bond or obligation shall be void and of no effect, otherwise the same shall be and remain in full force and virtue.

PROVIDE, HOWEVER, notwithstanding anything hereinbefore contained it is hereby mutually agreed and declared by and between the parties that none of the two sureties, viz., the said CD and EF shall in any case be at liberty or shall have the power to

terminate their surety ship under this bond except upon giving to the employer three weeks' prior notice in writing of his or their intention so to do in any event such termination shall not take effect and so be without prejudice to the right of the employer to seek redress on all claims then already arisen and this bond shall, accordingly, continue and remain valid in respect of all acts, defaults, omissions, error in judgment on the part of the imployee as against them as their pas liability under this bond.

IN WITNESS WHEREOF we have hereto set our respective hands and seal this ..... day of ..... 2007.

Signed, sealed and delivered  
in the presence of :

CD  
EF