



उत्तर प्रदेश UTTAR PRADESH

DH 625546



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AGREEMENT FOR JUNIOR RESIDENTS
(Linked with Three years course of (MD/MS/MDS/MDS))

ARTICLES OF AGREEMENT, made, this 12 Day of June
Two thousand Seventeen between

Dr. Ranvir Jain

S/o D/o Ravi Prasad

Mother's name (Full) Gyanwati

Resident of Kanpur Amal Technology

Sector 44, Indira Park, B.L. Rd, Kanpur

(here-in-after called the Junior Resident) of the one part and I.M.S.,
BHU (here-in-after called the Institute through its Director) on the
other as part.

WHEREAS, the institute intends to appoint the party of the First
year/Second year/Third year Junior Resident for a period of three
years commencing from the 12th day of June 2017.

AND WHEREAS, it has been agreed by and between the parties
here to that the Junior Resident shall serve the Institute on terms and
conditions herein contained.



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NOW THESE PRESENTS WITNESSETH and the parties here to respectively agree as follows:-

01. The Junior Resident shall submit himself/herself to the orders of the institute and authorized under whom he/she may shall serve as Junior Resident for a period up to a tenure of three years commencing from the 12th day of June 2017 until his/her services are terminated previously as herein after provided.
02. The Junior Resident shall devote his/her whole time to the duties of said service and shall not engage, directly or indirectly, in any trade, business, occupation or profession (including private practice) on his/her own account and shall not absent himself/herself from his/her said duties without having first obtained written permission from the Director or the institute or its authorized officers except in case of accident or sickness certified by a competent medical authority.
03. With effect from, the 12th Day of June 2017 the Institute shall pay salary the Junior Resident to the date of joining remains in the said service and actually performs his/her duties as aforesaid, at a pay scale of Rs. 15,600/- - 39,100 + 5400 (GP) and 3% increment every year as the case may be. The Junior Resident, Shall be eligible for other allowances as per rules and compensatory (City) allowance at such rates and subject to such conditions as may be laid down by the Institute in this regard.



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04. The Junior Resident shall be eligible for such concession in relation to medical attendance and treatment as may be prescribed by the Institute.
05. The Junior Resident will generally be required to stay in the single/double room accommodation in the hostel provided to he/she accommodated and shall occupy the room allotted to him/her only as a license, in case, a Junior Resident is not allotted hostel accommodation or otherwise allowed to stay accommodation out side the University Campus, he/she will be paid H.R.A. as per rules.
06. The Junior Resident shall vacate the accommodation given to him/her as aforesaid within ten days of the expiry of the term of earlier in the event of an early termination of employment. The Director, IMS, BHU shall be entitled to take action for eviction in the case the Junior Resident fails or neglects to vacate such accommodation and delivery peaceful possession thereof to the Director, IMS, BHU.
07. The Junior Resident dining in the Institute Mess shall clear their dues within the stipulated date. Those who fail to pay the Mess dues in time, the amount shall be deducted directly from their salary.



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- 08. Besides academic working in pursuance of the postgraduate studies the Junior Resident shall carry out all the duties and responsibilities required of him/her to be performed and undertaken by the Head of the Department/Units where he/she will be placed in the discharge of the patient care and maintenance of records and duties as may be assigned to him/her by the aforesaid authorities from time to time in the interest of efficient patient care and running of the Hospital. The decision of Director of the Institute as to whether the Junior Resident has satisfactorily carried out all the aforesaid duties and responsibilities shall be final and binding on the Junior Resident of the first, second and third year.
- 09. The working hour of the Junior Resident will be not normally exceed continuous duty for more than twelve hours on a day subject to such exigencies as may arise in the working of the Department (Units/Wards) where he/she may be placed and in this respect also the decision of the Director of the Institute shall be final and binding on the Junior Resident.
- 10. The services of the Junior Resident may be terminated as follows:-
 - (i) By the Director of the Institute without any previous notice if the Director of the Institute is satisfied on medical evidence that the Junior Resident is unfit and is likely for a considerable period to continue unfit by reason of ill-health for the discharge of his/her duties PROVIDED ALWAYS the decision of the Director that the Junior Resident is unfit and is likely to continue unfit shall be conclusive and binding on him/her.



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- (ii) By the Director of the institute without any previous notice if the Junior Resident is found guilty of any insubordination or intemperance of any other misconduct or any breach or non performance of any of the provisions of the agreement or of any rules pertaining to the Institute. It is made clear that If Junior Resident strikes work for any reason what so ever it shall be deemed to be a grave misconduct and his/her engagement shall be liable to be terminated forth with by the Director of the Institute PROVIDED ALWAYS that the decision of the Director of the Institute in the behalf shall be conclusive and binding on him/her.
- (iii) By thirty days notice in writing given at any time during service under this Agreement by the Director to the Institute or its authorized office to him/her without cause assigned.

PROVIDED ALWAYS that the Director of the Institute may in lieu of any notice herein provided for, give Junior Resident a sum equivalent to the amount of his/her salary for thirty days or shorter notice than thirty days if it pays him/her sum equal to the amount of his/her salary for the period by which such notice falls short of thirty days. The "Salary" for the purpose of this provision shall mean the Gross salary Junior Resident would be receiving under clause 3 of this Agreement. Salary will be release after getting approval of authorities.



- 11. If The Junior Resident is suspended from the duty in connection with any investigation into his/her conduct he/she shall not be entitled to any salary during such period of

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suspension but shall be entitled to receive a subsistence grant as per University rules to such rate as the Director of the Institute may decided to allow him/her.

12. The Junior Resident shall not except as provided in this agreement resign his/her appointment without completing the three years postgraduate course to which he/she has been admitted by the institute. The defaulter or such resident whose service have been terminated shall be liable to refund money as detailed under: "All the Jr. Residents leaving the course before last counselling I shall be liable to pay Rs.50000/- and the Jr. Residents who leaves the course after last counselling I will have to pay an amount of Rs. 5,00,000/- (Rs. Five lacs only) as liquidated damages to the Institute.
13. The Junior Residents shall be entitled to avail leave as per residency scheme circulated by the Ministry of Health and Family Welfare, government of India, New Delhi vide letter No. S.11014/S/91 MR (P) dated 5.6.92.
14. Junior Resident pursuing MD/MS/MDS course will be paid stipend/salary for a total period of three years only under residency scheme from the date of his/her first joining.
15. The Junior Residents is required to submit attested copies of Registration fee for P.G. Course, 6 Passport size Photographs and permanent Registration number within 15 days of joining the P.G. Course.

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In witness where of the Junior Resident and the director of the Institute for and on behalf of the institute have here to set their hand the day year first here above written.

SIGNED BY..... Kamal Paswan In the presence of

SIGNED BY..... Kamal Paswan In the presence of

for and on behalf of the I.M.S., B.H.U. Varanasi

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ANNEXURE

I Kamal Paswan a Junior Resident (three year course of Anatomology course at the Institute of Medical Sciences, BHU do here by undertake to complete the said course as per the requirement of the Institute of Medical Sciences, BHU, in the event of my leaving the course before last counselling I shall be liable to pay Rs.50000/- and after last counselling I will have to pay an amount of Rs. 5,00,000/- (Rs. Five lacs only) as liquidated damages to the Institute. Further, I declare that I have not pursued any P.G. course any where in the country for the last three years. In case, this statement is detected false as any stage of the study at B.H.U. is liable for any action including termination and refund the amount as para 12 of the agreement.

Dated 12th June 2017.

Kamal

Signature of the Candidate

WITNESS: Reetika

Rishu Kumar

1. SIGNATURE

2. SIGNATURE

NAME Dr Reetika Gupta

NAME Dr. Rishu Kumar

ADDRESS :
Near Gola Bazaar
Lalpur, Azamgarh
UP.

ADDRESS : JANKI ANCHAL
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Sworn Before Me & Sotemny
affirm Signature Contents
Verified today

S.K. Pandey 12/06/17
NOTARY GOVT. OF INDIA
Regd. No. 4042
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