BOND-CUM-AGREEMENT (for Nomination to MBBS study UNDER STATE QUOTA)

KNOW ALL MEN BY THESE PRESENT THAT WE -

Mr/Miss	son/daughter
of	
	in the District of
of Meghalaya, hereinafter called 'THE STUE repugnant to the context mean and include assigns, AND	· 1
Mr /Mrs/Miss	of
the District of	
of Meghalaya hereinafter called ' THI GUARDIAN OF THE Student which expre context mean and include his/her heirs, adm	E FATHER/MOTHER/NATURAL ssion shall unless repugnant to the
FATHER/MOTHER/LEGAL GUARDIAN	STUDENT

WITNESS

SURETY

Mr/Mrs/MissSon/daughter of.....in the District ofin the State of Meghalaya hereinafter called 'THE SURETY', which expression shall unless repugnant to the context mean and include his / her heirs, administrators and assigns, BIND, OURSELVES, JOINTLY AND SEVERALLY to the President of India/Governor of Meghalaya, hereinafter called 'THE GOVERNMENT' in the amount of Rs.25,00,000/- (Rupees twenty five lakhs) only, or if payment is to be made in a country other than India, the equivalent of the said sum in the currency of that country converted at the official rate of exchange between that country and India on this the______ day of ______

FURTHER, WHEREAS the Government has decided to prescribe a condition for admission to the MBBS Course of studies against the State Quota, (hereinafter referred to as THE SAID COURSE) that EVERY STUDENT SO ADMITTED shall complete the said course from the Medical College to which he/she is admitted, and that on such completion he/she shall, if so required by the

FATHER/MOTHER/LEGAL GUARDIAN	STUDENT
WITNESS	SURETY

Government, serve in any part of the rural areas of the Country/State for a minimum period of 5 (five years) Years on such remuneration as may be prescribed therefore, and, shall furnish a suitable bond for the due performance of the said condition, AND WHEREAS the Student who had applied for nomination for admission to the said course has been nominated for admission to the said course in the______Medical College, (hereinafter referred to as ' THE SAID COLLEGE')

NOW THIS BOND OF SURETY WITNESSETH and hereby BINDETH the Student to

- (1) be fully responsible and liable for the correctness, and genuinity of the School (including Higher Secondary School and equivalent) certificates and mark sheets submitted by him/her to the Government in support of his/her candidature for nomination to the said course, and
- (2) deligently prosecute and complete the said course at the said College, and

(3) within a period of 30 (thirty) days from the date of

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WITNESS

SURETY

His/Her completing the period of compulsory internship or rotating housemanship following his/her successfully completing the MBBS FINAL Examination, TO GIVE to the Government by registered letter, Notice in writing addressed to the Under Secretary to the Government of Meghalaya, Health & Family Welfare Department, Shillong-793001, intimation of the completion of his/her compulsory period of internship or rotating housemanship,

Provided however that if the Student is desirous of continuing Post Graduate medical studies, such notice shall expressly specify such desire and request for permission of the Government to continue such Post-graduate studies, and it shall be open to the Government in its absolute discretion to refuse such permission, or to grant such permission subject to the condition that the student shall within 30 (thirty) days from the date of completion of such Post-graduate medical course, give like Notice to the Government in the manner specified above.

When called upon by the Government at any time within a

FATHER/MOTHER/LEGAL GUARDIAN STUDENT WITNESS SURETY.

Period of twelve months from the date of receipt of Notice from the Student as aforesaid, JOIN THE MEGHALAYA HEALTH SERVICE and serve anywhere in the rural areas, however posted by the Government for a minimum period of 5(five years) at such remuneration as may be prescribed therefore, and, in such event to discharge such duties as may be assigned to him/her by the Government or his/her Superior with utmost diligence and efficiency and shall observe the rules for the time being in force regulating the conduct of persons so serving.

NOW THIS BOND is executed with the condition that if the Student fully discharges the above mentioned terms and conditions, then this Bond-cum-Agreement shall be void and ineffective from the date upon which they fully discharge of the above mentioned terms and conditions is completed, that is the date on which he/she completes 5(five) years of service in the rural areas, otherwise this Bond-cum-Agreement shall continue to remain effective and in full force until fully discharged by the Student.

IN THE EVENT of the Student committing a breach of any of the terms and conditions set out in this Bond-cum-Agreement, or its being subsequently discovered or detected that the School (including Higher Secondary School and equivalent)

FATHER/MOTHER/LEGAL GUARDIAN	STUDENT
WITNESS	SURETY

Certificates and mark sheets submitted by him/her to the Government in support of his/her candidature for nomination to the said course being incorrect, fabricated, forged or otherwise, the whole of the bonded amount of Rs.25,00,000/- (Rupees twenty five lakhs) only shall become jointly and severally payable by the Students, his/her Father/Mother/Legal Guardian and the Surety forthwith, besides such other civil and criminal action that may be taken against the student, his/her Father/Mother/Legal Guardian and the surety according to law and the Government may without prejudice to any other rights and remedies available to the Government, recover the whole amount from the Student, his/her Father/Mother/Legal Guardian and the Surety.

AND UPON MAKING OF Such payment, the obligation created by this Boncum-Agreement shall be void and of no effect, otherwise it shall remain in full force till discharged in full.

PROVIDED ALWAYS and IT IS HEREBY SPECIFICALLY AGREED and DECLARED that the decision of the Government, as to whether the Student has or has not performed or observed any of the obligations, terms and conditions herein before set out and recited shall be final and binding on the parties hereto. PROVIDED FURTHER that the liability of the Student, his/her

FATHER/MOTHER/LEGAL GUARDIAN STUDENT

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SURETY

WITNESS

Father/Mother/Legal Guardian and the Surety hereunder shall not be impaired or discharged by reason of time being granted or may forbearance, act or omission of the Government with or without the knowledge or consent of the Student, his/her Father/Mother/Legal Guardian or the surety, in respect of performed or discharged by the Student, nor shall it be necessary for the Government to sue the student or his/her Father/Mother/Legal Guardian before suing the Surety for the full amount due hereunder. Provided further that this Bond-cum-Agreement shall lin all respects by governed by the laws of India.

The expenses of Stamp Duty on the Bond-cum-Agreement, if any, shall be borne by the Government.

IN WITNESS WHEREOF THE Student, his/her Father/Mother/Legal Guardian and the Surety have put their respective hands, the day month and year herein above written.

Signature of the STUDENT

Signature of the Student's FATHER/MOTHER/LEGAL GUARDIAN

.....

Signature of the Surety

Signed, sealed and delivered by the above named Student, his/her FATHER/MOTHER/LEGAL GUARDIAN and the SURETY in the presence of:

(OFFICE Seal of the DM/ADM/SDM) Place :

Date:___

Signature, Full Name and Designation of the District Magistrate/Additional District Magistrate or Sub-Divisional Magistrate with Seal of office before whom this Bon-cum-Agreement is executed by the above named parties.

(NOTE: It is essential for the DM/ADM/SDM to affix his/her signature and seal of office to each and every page of this Bond-cum-Agreement besides affixing his/her seal and signature, as above No Bond-cum-Agreement will be accepted by the Government, unless the above requirement is complied with) Accepted for and on behalf of the President of India/Governor of Meghalaya.

(Seal of the Government of Meghalaya)

Place	:
Date	:

() Secretary to the Govt. of Meghalaya, Health & Family Welfare Department.