

**Agreement bond for candidates admitted to Post Graduate (MD/MS) courses
at NAMO Medical Education & Research Institute, Silvassa**

This deed of bond is executed at Silvassa on this day of, 20.... by
..... Son/Daughter/Wife of, residing at.....,
Date of Birth....., Phone No with STD.Mobile No.
..... Email Id-..... Aadhar card No.

To, in favour of NAMO Medical Education & Research Institute, Silvassa whereas the party of the FIRST PART has applied and admitted through the post graduate (PG) counselling being conducted by Medical Counselling Committee (MCC), New Delhi.

Whereas on the basis of the PG merit, the student was offered various course/s at various institution/s available at the time of his/her counselling conducted by Medical Counselling Committee (MCC), New Delhi and he/she has voluntarily opted for the course at NAMO Medical Education & Research Institute, Silvassa and he/she has been admitted in the course at this institute with the understanding and subject to the undertaking that the student shall undergo the course on full time and regular basis.

Whereas the party of the FIRST PART has agreed to serve the U.T. Administration of Dadra & Nagar Haveli and Daman & Diu or any other place in the entire country as specified by the UT Administration of Dadra & Nagar Haveli and Daman & Diu for a period not less than three years after successful completion of the Post Graduate (MD/MS) course and on such failure of not completing the full bond period of three years, the party of the FIRST PART shall forthwith pay a sum of Rs.50,00,000/- (Rs. Fifty Lakhs only).

During the above period, he/she will be paid a consolidated remuneration fixed by the UT Administration/State Government/Central Government, as the case may be. In case any person refuses or fails to serve for full or part of the period demanded or is removed by the UT Administration/State Government/Central Government for incompetence/indiscipline or misconduct, he/she shall pay to the U.T. Administration of Dadra and Nagar Haveli and Daman & Diu on demand and without a demur a sum not exceeding Rs.50,00,000/-(Rupees Fifty Lakh only). The decision of the U.T. Administration of Dadra and Nagar Haveli and Daman & Diu as to the commission of a breach as also to the amount of compensation payable in respect thereof shall be final and binding on the applicant.

Any outstanding amount due from the applicant under this clause may be recovered from him/her or legal heirs as arrears of land revenue.

AND WHEREAS for the better protection of the Government, the party of the FIRST PART has agreed to execute the bond with 3 sureties who are Income Tax assesses to stand guarantee of the above said amount of Rs.50,00,000/- (Rs. Fifty Lakhs only).

AND WHEREAS the party of the FIRST PART have also agreed that on successful completion of the Post Graduate (MD/MS) course/s, his/her certificates relating to MBBS & Post Graduate (MD/MS) course/s will not be given to the party of the FIRST PART unless the party of the FIRST PART successfully completes the service bond for a period of three years or pay to the UT Administration (hereinafter called "The Government) on demand the sum of Rs.50,00,000/- (Rs. Fifty Lakhs only) and on such default together with interest at Government rates thereon from the date of demand on the said amount.

The party of the FIRST PART or his/her legal heirs, executors and administrators shall forthwith pay to the Government on demand the said sum of Rs.50,00,000/- (Rs. Fifty Lakhs) together with interest from the demand at Government rate in force on Government Loan.

AND WHEREAS if the party of the FIRST PART works for a period of less than 36 months, the proportionate remaining period amount will be treated as stipend and the party of the FIRST PART shall pay back in addition to the surety amount of Rs.50,00,000/- (Rs. Fifty Lakhs) with the balance amount of stipend to the Government.

AND WHEREAS if the party of the FIRST PART responsible for lapse of the Post Graduate (MD/MS) seat will have to pay a penalty of Rs.10,00,000/- (Rs Ten Lakhs Only) in total together with interest from the demand at Government rate in force on Government Loan who either do not join after taking admission or cancel a seat after the last round of counselling for admission. This penalty shall also, be applicable to the FIRST PART as leaving/ abandoning a seat after the cut-off date for post graduate (MD/MS) course admission /joining is over or fails to complete the course.

AND upon the party of the FIRST PART.....or
1. or 2. or
3.

The sureties aforesaid making such payment, the above written bond shall be void and be of no effect; otherwise, it shall remain in force and virtue.

PROVIDED always that the liability of the sureties hereunder shall not be impaired or discharged by reasonable time being granted or by any forbearance, act or omission of the Government or any person authorized by them (Whether with or without the consent knowledge of the sureties) nor shall it be necessary for the Government to sue the party of the FIRST PART before suing the sureties

1.....
2.
3and or any of them for amount due hereunder.

This bond shall in all respects be Governed by the Laws of India, for the time being in force, and the rights and liabilities shall, where necessary, be accordingly determined by the appropriate courts in India.
This bond is exempted from stamp duty, under Article 57 of Schedule-1 of the Indian Stamp Act, 1899. (Central Act II of 1899)

NOW THE DEED OF INDEMNITY BOND WITNESSESS AS FOLLOWS:

1. The Party of the FIRST PART has agreed to serve the U.T. Administration of Dadra & Nagar Haveli and Daman & Diu or any other place in the entire country as specified by the UT Administration of Dadra & Nagar Haveli and Daman & Diu for a period not less than three years on successful completion of the Post Graduate (MD/MS) course/s at NAMO Medical Education & Research Institute, Silvassa and in the event of default the Party of the FIRST PART shall pay forthwith a sum of Rs.50,00,000/-(Rs Fifty Lakhs only) to the UT Administration of DD &DNH.
2. For the aforesaid amount of Rs. 50,00,000/-(Rs Fifty Lakhs only) the Party of the FIRST PART has brought 3 sureties and it should stand alive till successful completion of the three years bond period with the Government by the Party of the FIRST PART. Or in the event of such default till payment of Rs 50,00,000/-(Rs Fifty Lakhs only) is paid to the Government of UT Administration of Dadra & Nagar Haveli and Daman & Diu.

3. The Party of the FIRST PART agrees that till the successful completion of the period of three years' service to the Government of DD &DNH or till the payment of Rs. 50,00,000/-(Rs Fifty Lakhs only) is paid the certificates relating to the Post Graduate (MD/MS) course/s at NAMO Medical Education & Research Institute, Silvassa shall be in the custody of the Party of the Second Part College and the Government has a first lien over all the certificates gained by the candidate at the time of admission.
4. The party of the FIRST PART responsible for lapse of the Post Graduate (MD/MS) seat will have to pay a penalty of Rs.10,00,000/- (Rs Ten Lakhs Only) in total together with interest from the demand at Government rate in force on Government Loan who either do not join after taking admission or cancel a seat after the last round of counselling for admission. This penalty shall also, be applicable to the FIRST PART as leaving/ abandoning a seat after the cut-off date for post graduate (MD/MS) course is over or fails to complete the course.

The Party of FIRST PART authorizes the institute for retention of the certificates till the lien is cleared / discharged.

Signed and dated at Silvassa on this day of, 20....
Signed and delivered by the Party of the FIRST PART
Signature of the Candidate:

PAN No. of Surety 1:
Aadhar No.
Signed and delivered by the Surety
Signature of the Surety with seal.

Affix First
Surety's
Passport size
photograph
here

In the presence of:

Witness 1.
Name:
Address
Signature

Witness 2.
Name:
Address
Signature

PAN No. of Surety 2:.....
Aadhar No.
Signed and delivered by the Surety 2
Signature of the Surety with seal.

Affix Second
Surety's
Passport size
photograph
here

In the presence of:

Witness 1.
Name:
Address
Signature

Witness 2.
Name:
Address
Signature

PAN No. of Surety 3:.....

Aadhar No.

Signed and delivered by the Surety 3

Signature of the Surety with seal.

In the presence of:

Witness 1.

Name:

Address

Signature

Witness 2.

Name:

Address

Signature

ACCEPTED for and on behalf of any of the order and direction of the U.T.
Administration of Dadra & Nagar Haveli and Daman & Diu.

Date: .../.../20....

Station: SILVASSA

Dean
NAMO Medical Education
& Research Institute

Affix Third
Surety's
Passport size
photograph
here

Passport size
photograph of
Dean, NAMO
Medical
Education &
Research
Institute Silvassa