

AGREEMENT BOND FOR SEEKING ADMISSION TO D.M./M.CH. COURSES AT GOVERNMENT MEDICAL COLLEGES, GUJARAT

(As per Government Resolution No: MCG/1013/SFS-54/J Dated: 26/05/2014 & 13/10/2014)

This indenture bond made at.....the.....day of Two Thousand.....between the Government of Gujarat (hereinafter referred to as the Government) which expression shall unless the context otherwise admits, include his successor in office and assigns of the one part and Shri/Kum/Smt.....

Inhabitant of.....in the Taluka of.....district (hereinafter referred to as the candidate) of which expression shall unless the context otherwise admits, include his/her heirs, administrator, executors assigns of the other part.

Dated this.....day of.....Two thousand, WHEREAS the Government has decided to prescribe a condition for admission to Government Medical Colleges for the D.M./M.CH. courses (hereinafter referred to "The said course") that every student so admitted shall complete the said course from that college and that on such completion he/she shall serve the Government in any of the rural areas of the state that for a minimum period of 3 years remuneration as may be prescribed thereof and shall furnish a suitable bond for the due performance of the said conditions.

AND WHEREAS the student who had applied for admission for the said course in Medical college.....(hereinafter referred to us "the said college" has been admitted for the said course.

NOW the condition of the above written obligation is that if the student shall:

- (1) Fail to complete the D.M./M.CH course as here in above provided that candidate shall pay to the Government on demand the amount of penalty of Bond as prescribed here under.
- (2) Deligently prosecute and complete the said course at the said college or any other Medical college in state and pass the prescribed university examination for the said course, and within a period of 30 days from the date of his/her result declared by University/completing the period of post graduate course give to Government by REGISTERED POST NOTICE in writing intimating the completion of his/her period of postgraduate studies and
- (3) When Called upon by the Government at any time within a period of six month from the receipt of the notice from the student as aforesaid join the state services and serve in any of the rural areas of the state for minimum period of three years including one year service in any of the tribal areas of the state at such remuneration as may be prescribed thereof and in the event of the student not being so called upon by the Government to join the state services and serve them for the aggregate period of three years in any of the rural areas of the state including one year service in any of the tribal areas and during the period which the student is required to serve under provisions of this bond faithful discharge the duties assigned to him/her by the Government of his/her other superiors with utmost diligence and efficiency and shall observe the rules for time being in force regulating the conduct of persons so serving.

Then the above written bond shall become void otherwise the said shall remain in full force and virtue. And in the event of student committing a breach of any of the above terms and conditions the whole amount of Rs.50,00,000/- (Rs. Fifty lakhs only) if it is Bank Guarantee in cash and minimum

Rs.50,00,000/- (Rs. Fifty lakhs) if guarantee by property or such lesser sum as the Government may in its absolute discretion decide, shall become payable jointly, or severally by the student or surety of the student.....(Full name of the surety)forthwith and the Government may without prejudice to any other right and remedies of the Government recover the same from the student or above surety.

.....
.....
(Full name of the surety)

And upon making of such payment the above written obligation shall be void and of no effect, otherwise it shall be and remain in full force and virtue;

Provided always and it is hereby agreed and declared that the decision of the Government as to whether the said student has or has not performed and observed any of the obligations and conditions herein before recited and shall be final and binding on the parties hereto.

Provided further that the liability of the surety here under shall not be impaired or discharged by reasons of time being granted or any forbearance, act of commission of the Government (With or without knowledge or consent of surety) in respect of or in relation to the several obligations and conditions to be performed or discharged by student provided that the government may without prejudice to any other rights or remedies of the Government recover such amount due here under from student or from the father of the student or from surety as an arrears of land revenue and provided further that this bond shall in all respects governed by the laws of India. The expences on the stamp duty on the bond if any, shall be born by the be borne by the government.

In witness thereof the said student and the said surety have put their respective hands the day and the year herein above written.

Signed and delivered by the within.....

Named student or parent (Signature of student or parent of the student)

In presence of-

1 Signature :

Full name :

2 Signature :

Full name :

Signed and delivered by the within.....

Name surety in presence of (Signature with full address of surety.)

1 Signature :

2 Full name :

1. Signature :

2. Full name :

CERTIFICATE OF SOLVENCY

This is to certify
that.....
.....
.....

(Full name with address and contact no.and email-id of surety)
(contact no.and email-id are mandatory.)

Who has stood as surety to.....

(Full name, address and contact no. and email-id of student)

(Contact no. and email-id are mandatory.)

Candidate seeking admission to the D.M/M.CH course is solvent to the extent of
the amount stipulated in bond executed by the student or parent in respect of
above mentioned admission.

This certificate is issued on the strength of the attached solvency certified
Dated.....(in the form No.R.S.B.2g. produced by the said
surety.)

Passport size

Photograph of

The Candidate

Seal Designation:

Place:

Date:

Signature of the Collector

Dy.Collector/Mamlatdar

D Whether it is a joint Hindu Family property and if so the extent of his share, the names of other coparceners and whether they have objection to urge.

Declaration by the person being certified on solemn affirmation

1.....2.....3.....

I hereby solemnly declare that the property described and the immovable property mentioned above is unencumbered.

Signature

Date :

Signature in the presence of :

11 Report of the village officers of the place where the property is situated.

12 Opinion of the certifying officer :

Stamp :

Signature

Dated:

N.B.-As regard Nos.9,10 and 11, if the particulars required cannot be conveniently entered against them they should be appended on separate sheets and the signature of the certifying office and note to that effect against the number of item concerned.

Name :

Father's Name :

Residence :

Age :

Occupation:

Certifying officer.

FORM NO.R.S.B.2g

FORM OF SOLVENCY CERTIFICATE

(No solvency certificate more than a month old will be accepted)

1 Name:

2 Father's Name:

3 Residence

4 Contact Details
(Contact No. Email-id):-

5 Age:

6 Occupation :

7 Purpose for which required :

8 Whether the person certificate possesses movable or immovable property or both
:

9 If movable estimated value and grounds for belief :

10 If Immovable :

A If in lands

A Areas and where situated

B Assessment

C Market Value

D Whether it is in the sole ownership of the person certified and whether and have any objections to urge.

E Whether it is a joint Hindu Family property and if so extent of his share, the names of other coparceners and whether they have objection to urge.

B If in House :

A Where situated

B Market Value

C Whether it is in the sole ownership of the person certified and whether they have any objections to urge.

Declaration By Surety

I of
hereby declare myself surety for (Here after called
the "candidate") and guarantee that he/she shall do and perform all the condition
has undertake to do and perform under the agreement dated.....day of
.....201.....between the candidate of the one part and the hon. Governor of
Gujarat (here in after called the Government) of the other part and incase of the
candidate committing default therein I hereby do bind myself my heirs executors,
administrators and assigns to pay the Government amount of Bond of
Rs.50,00,000/-(Fifty Lacs Only) and I further agree that the Government may
without prejudice to any other rights or remedies of the Government recover the
said sum as an arrears of land revenue under the provisions of the Bombay Land
revenue code 1879 as accepted by the Govt. of Gujarat and I lastly agree that any
variation of the said agreement will not discharge me from liability to pay the said
amount.

Date this.....day of.....201.....

Signed thisday of201.....

Signed by above name surety

Signature.....

Full permanent address with contact details (contact no.and email-id are
mandatory)

.....
.....
.....
Full permanent address in presence of :-

.....
.....
.....
(Full name and address of the witness with contact no. and email-id)
(contact no. and email-id are mandatory)

Accepted by Shri.....

(Designation)

For and on behalf of the Government of Gujarat.