

BY STUDENT ON RS. 500 STAMP PAPER AND NOTARIZED**(DRAFT 1)****AGREEMENT**

AGREEMENT is made at ... this ... day of ... between the Mahatma Gandhi Missions Institute of Health Sciences having its office at Sector 1, Kamothe, Navi Mumbai (hereinafter referred to as the Party of the First Part) and Miss/Mr. (Dr.residing at (hereinafter referred to as the Party of the Second Part).

WHEREAS

1. The Party of the first part is the Mahatma Gandhi Missions Institute of Health Sciences, a deemed to be University registered under the University Grants Commission Act and established by the Mahatma Gandhi Mission Trust (MGM Trust), registered Public Charitable Trust. The Mahatma Gandhi Missions Institute of Health Sciences has 2 constituents Medical Colleges in Navi Mumbai and in Aurangabad.
2. The Party of the second part is a student who has taken admission and enrolled/ is desirous of enrolling in the course of (Degree) DM/MCh offered by the Colleges/Institutes, which are run and administered by the Party of the First part.
3. The party of second part on completion of the course of (Degree) DM/MCh will be qualified person to be employed to the post of Senior Resident/Tutor with the party of first part. The Party of the second part has agreed and undertaken to join the employment of the party of first part as a Senior Resident/Tutor and work with the party of the first part for a period of 1 year.
4. The party of the second part has also agreed to execute a Bond, Indemnity and Undertaking in relation to the employment etc. The party of the second part acknowledges, admits and undertakes that after the completion of the course of (Degree) DM/MCh, the party of the second part will join and continue to work with the party of the first part for a period of 1 year. The party of the second part will be paid salary.
6. The parties have now mutually decided to reduce the same in writing on the following terms and conditions:-

**NOW IT IS AGREED BETWEEN THE PARTIES HERETO AS
FOLLOWS:**

- (i) The party of the second part agrees to work with the party of the first part as a Senior Resident/Tutor at the ----- run and administered by the party of the first part at a pre defined monthly salary/stipend based on the MCI/Government norms.
- (ii) The party of the second part agrees, undertakes and is bound by the agreement, bond and undertaking to work for a total period of 1 year from the date the party of second part assumes charge of the said post. The said period may be extended for a further period from time to time as may be agreed upon. The party of the second part and the sureties have also executed the required bond, indemnity and undertaking.
- (iii) The party of the first part shall pay to the party of the second part a pre defined monthly salary/stipend based on the MCI/Government norms.
- (iv) The party of the first part will, as far as possible provide a suitable residential accommodation to the part of the second part free of cost.
- (v) The Party of the Second Part agrees and admits that the rural posting for specified duration will be compulsory. The place of posting will be purely at the discretion of the Dean/Management.
- (vi) The Party of the Second Part agrees and admits that all the original documents submitted to the institute at the time of admission and mark sheet, passing certificate and degree certificate of the course in which admitted (issued by University) will be in custody of -----Medical College, Hospital & Research Centre, till completion of the bond period of 1 years.
- (vii) The party of the second part will be entitled to leave as per the norms of MGMIHS.
- (viii) The party of the second part will devote the whole office or working time and shall work faithfully, sincerely, diligently and efficiently and to the best of her ability and make her best efforts to use her knowledge and skill in providing the best medical services and medical care to the patients.

- (ix) The party of the second part will diligently undertake and complete the administrative work related to the patients assigned to her/him. The party of second part will not divulge or disclose to anybody any medical case papers, examinations details, reports of any of the patients.
- (x) If the party of the second part resigns from service and terminates this agreement before the expiration of the said period of 1 year, she/he will be liable to pay to the party of the first part a sum of Rs 25,00,000/ - (Rupees Twenty Five Lacs only) as per the agreement, bond indemnity and undertaking.
- (xi) The party of the second part will not remain absent from the work without a prior intimation and without obtaining prior written permission of the Administrator of the hospital or in his absence of any other Director of the Hospital.

7. All disputes or difference pertaining to the subject matter of the this agreement or in respect of the employment of the party of the second part shall be referred to Arbitration.

8. This agreement is executed in duplicate and one copy each will remain with the parties.

IN WITNESS WHEREOF the parties have put their hands the day and year first hereinabove written.

Signed for and on behalf of
The party of the first part

in the presence of -----

- 1)
- 2)

Signed by the withinnamed

The party of the second part

in the presence of -----

- 1)
- 2)

BOND BY PARENT ON RS. 500 STAMP PAPER AND NOTARIZED

(Draft 2)

Bond by Sureties of a Student Admitted to a College to Secure the Performance of an Agreement

BY THIS BOND We, Mr/Mrs -----residing at -----, and Mr /Mrs ----- residing at ----- (hereinafter called “the sureties”) are bound jointly and severally to the trustees/management of the _____ College (hereinafter called “the trustees/management”) for the payment to the trustees/management of the sum of Rs. 25,00,000/- (Rupees Twenty Five Lacs only).

WHEREAS by a deed of agreement dated the _____executed by the trustees/management and ----- (student) (or guardian of student) the trustees/management have agreed to educate the said ----- (student) at the_____ College and to make him certain payments therein stipulated on the terms and conditions therein specified.

AND WHEREAS for the purpose of securing and indemnifying the trustees/management, their assigns and successors against all loss and damage which they might suffer by reason of the said----- (student) (or, the said ----- (surety)) making default in the observance and performance of any covenant on his part to be performed and contained in the aforesaid agreement and in consideration of the said education and payment to be given and made by the trustees/management to the said ----- (student) it has also been agreed that the sureties should execute the above written bond subject to the condition hereinafter contained.

NOW THE CONDITION of the above written bond is that if the said ----- (student) (and the said ----- surety) shall duly and faithfully observe and perform all the stipulations and conditions on his (their) part to be observed and performed and contained in the aforesaid agreement dated _____then the above written bond or stipulation shall be void otherwise the same shall remain in full force.

Signed.

BOND BY GUARDIAN ON RS. 500 STAMP PAPER AND
NOTARIZED
(Draft 3)

This is to be given if parents are not available for (draft 2) bond

KNOW ALL MEN that We Mr ----- (student) residing at ----
----- (or, ----- guardian of Student) etc. (Surety No.1) and ----
----- (Surety No.2) bind ourselves jointly and severally to the ---
-----Mahatma Gandhi Missions Institute of Health
Sciences/management /Trustees for payment of the sum of Rs. 25,00,000/- (Rupees Twenty Five Lacs only).

WHEREAS the above named bounden ----- (student) has
under the letter/order_____dated _____ been admitted to the -----
----- course run and administered by _____ college.

WHEREAS by a deed of agreement dated_____executed between the
MGMIHS/Trustee/Management and the said bounded ----- (student
) (or, his guardian -----) the MGMIHS/Trustee/Management
has admitted the student and agreed to educate the student. The Student in
turn has agreed to work with the MGMIHS/Trustee/Management for a
period of 1 year for which he will be paid a salary as per the terms and
conditions therein specified.

AND WHEREAS for the purpose of securing and indemnifying the
MGMIHS/MGM Trust/management against all losses and damages which
the MGMIHS/MGM Trust/management may suffer by reason of the said -----
----- (student) making any default in the observance and performance of
any covenant on his part to be performed and contained in the said agreement
and in consideration of the expenses to be incurred on the said training and
payments thereof to be made to the said ----- **(student)**, it has
been agreed that the said sureties i.e Mr/Mrs ----- and Mr /Mrs ----
-----) should execute the above given bond subject to the condition
hereinafter contained.

NOW THE CONDITION of the above-written bond is that if the said -----
----- (student)(or, the said -----his guardian) shall duly and
faithfully observe all these stipulations and conditions on his part to be
observed and performed and contained in the aforesaid agreement dated
_____ then the above written bond or stipulation shall be void otherwise
the same shall remain in full force.

Signed, etc.

SERVICE BOND TO BE GIVEN BY STUDENTS ON RS. 500 STAMP

PAPER AND NOTARIZED

(Draft 4)

BOND

This Bond made on this day _____ between
_____ (Name & Address of
Student) hereinafter called "Student" which expression shall unless the
context does not permit includes her / his executors etc. of one part and the
Registrar/Dean, Medical
College, Hospital & Research Centre, hereinafter called "College" of the
other part.

Whereas the student has agreed to undergo Post Graduate Course of (Degree)
DM/MCh in department of _____ at -----
Medical College, Hospital & Research Centre, ----- ..

NOW THEREFORE THIS BOND WITNESSED AS UNDER:

1. That the student shall entitled to stipendiary benefit from the College as may be decided by the College and will not accept any employment or conduct any private practice while undergoing the course.
2. That the student admitted in this Institute will serve the college for a minimum period of 1 year after passing DM/MCh qualification, alternatively she/he will pay an amount of Rs. 25,00,000/- (Rs. Twenty Five Lacs Only) to the management. However, the management may discontinue her / him considering her/his record, conduct, requirement of staff etc.
3. That during bond period, the student will be paid the salary of Senior Resident as a pre defined monthly salary based on the MCI/Government norms.
4. That the rural posting for specified duration will be compulsory. The place of posting will be purely at the discretion of the Dean/Management.
5. That all the original documents submitted to the institute at the time of admission and mark sheet, passing certificate and degree certificate of the course in which

admitted (issued by University) will be in custody of _----
----- Medical College, Hospital &
Research Centre, -----, till completion of the
bond period of ----- years.

6. That if the student during the period undergoing the DM/MCh Course quits or leaves the course in the middle of entire duration of three years, she / he will make good the balance fees due to her / his for the entire course and in default will be required to pay Rs. 25,00,000/- (Rs. Twenty Five Lacs only) for bond period as per the agreement bond indemnity and undertaking for not serving the College and no certification or documents will be returned till the amount due is paid.

In witness hereof the student and the college sets their hands herein on _____ day of _____.

In presence of witnesses.

Signature &

Name of Candidate & Address

1)

2)

Date: _____

Place:

UNDERTAKING BY STUDENT ON RS. 500 STAMP PAPER AND

NOTARIZED

(Draft 5)

UNDERTAKING

I, _____ Son / Daughter / Wife of Shri
_____ Indian Inhabitant, residing at
_____ do solemnly affirm and state as under:

1. I say that I have appeared for the NEET (PG) 202--- examination conducted by the----- to secure admission in the academic year 20--- - 20 ---- in Medical_____.
2. I say that solely on the basis of merit I have been admitted to the _____ college in DM/MCh_____ etc. Course in----- Quota in the academic year 20---- 20---.
3. I say that at the time of securing my admission I have paid a sum of Rs. _____/- as fees for DM/MCh _____ etc. Courses.
4. I say that I am aware that the repeater (failure) fees will be charged as per the rules and guidelines of the concerned authority.
5. I say that I have made a bond with college to serve the college for a specified period of 1 year after passing my DM/MCh course and I hereby undertake to submit undertaking / solvency/affidavit/Bond in lieu of bond fees within 15 days.
6. I further agree, admit and undertake to serve the college for a period of 1 year after passing my course. I further agree and undertake to complete the said period of 1 year. I further say that if a fail to complete the said period of 1 year for whatsoever reason, then in that case I will be immediately be liable to pay to the MGMIHS/Trust/Management an amount of Rs 25,00,000/- and the said MGMIHS/Trust/Management will be entitled to invoke the Bond, Indemnity and undertaking and take steps in accordance with law.

This _____ day of _____

Identified by me; _____

Signature &

Name of Candidate & Address

BY STUDENT ON RS. 500 STAMP PAPER AND NOTARIZED

**SOLVENCY TO BE GIVEN BY PARENT OR GUARDIAN AS
APPLICABLE**

(Draft 6)

AFFIDAVIT OF 1ST SURETY

I, _____ S/O, D/O, Sh./Dr.
_____ resident of
_____ do hereby solemnly affirm and
declare as under:

- 1) That I state on oath that I am a permanent resident of
_____ do hereby solemnly
affirm and declare as under:
- 2) That I state on oath that I stand surety for
_____ “the obliger”
whereas the MGMIHS/College has selected the obliger
for post graduate course of (Degree) DM/MCh for a
period of -----years in the department of _____ at
_____ Medical College, _____.
- 3) That I state on oath that I have no blood relation with Dr.
_____ S/O, D/O _____ mentioned in
para No.2.
- 4) That I state on oath that I am legal and right full owner of
the property amounting to Rs. _____ in my
possession. I say that the said property is not mortgaged or
encumbered in any manner whatsoever. The details of the
property is as under:
(Description)
- 5) That I state on oath that I will not sell, pledge, transfer,
mortgage, charge or create any kind of charge whatsoever
on the said property till the completion of the bonded
period.

I, further declare that contents of my above affidavit are
true and correct to the best of my knowledge and belief
and nothing has been concealed therein. If the contents are
found to be untrue I shall be laible for further necessary
action.

Verified at _____

Deponent

Dated : _____

VERIFICATION

I,..... further declared that contents of my above affidavit are true and correct to the best of my knowledge and belief and nothing has been concealed therein.

Verified at _____

Deponent

Dated : _____

AFFIDAVIT OF CANDIDATE ON RS. 500 STAMP PAPER AND
NOTARIZED

(Draft 7)

I, _____ S/O, D/O
_____ resident of
_____ do hereby solemnly affirm and
declare as under:

- 1) That I have been provisionally selected for admission to Post-graduation course in the specialty of _____ under ----- Quota / _-----
----- quota (as the case may be) for the AY 20---- - 20 ----- at the _ -----Medical College,_____.
- 2) That the terms and conditions of admission notice are acceptable. I have not been debarred for doing any Postgraduate course previously.
- 3) That I am a citizen of India. I have not obtained the benefit of residence in any other state other than Maharashtra.
- 4) That I have not joined / doing any DM/MCh course at any other medical institute / college in India / abroad.
- 5) That I have not left any DM/MCh Course during the last three years.
- 6) That neither the deponent nor the child / ward of deponent have obtained the benefit of Residence in any other state.
- 7) That I have not joined any government/semi-government / private service.
- 8) That I will appear in DM/MCh Examination after completing three years study period in the same course.
- 9) That after getting admission in -----
_____ Medical College,_____if
discontinue / leave the training course, then I will be bound to deposit the required fee of the entire course and the bond amount of Rs 25,00,000/- (Rupees Twenty Five lacs).
- 10) That if I discontinue the training course after getting the admission or participating in a strike or being made to leave the training course on account of indiscipline or

misconduct on his / her part or failing or refusing to serve the college for a minimum continuous period of 1 year after qualifying for full registration on completion of the course or for other reasons, then I shall be liable to deposit the entire bond money of Rs.25,00,000/- (Rupees Twenty Five Lacs only) with the MGMIHS/MGM Trust/Management. Place: _____

Dated: _____

Deponent

I, further declare that contents of my above affidavit are true and correct to the best of my knowledge and belief and nothing has been concealed therein. If the contents are found to be untrue I shall be liable for further necessary action.

Deponent