

TO BE PREPARED ON Rs. 300/- stamp paper (D.M./M.Ch. Courses)

INDEMNITY BOND

KNOW ALL MEN BY THESE PRESENTS THAT on this day of _____
Year 20_____ I _____ d/o or s/o
_____ having permanent place of residence at
_____ and currently residing at
_____ (herein after for brevity sake referred to as SS
student of the first part and

(1) Dr./ Mr. _____ son of _____
having permanent place of residence at _____ and currently residing at
_____ (hereinafter called as "Sureties") of the second part and

(2) Dr./Mr. _____ son of having permanent place of residence at
_____ and currently residing at _____
(hereinafter called collectively as "Sureties" other part,

Hereby jointly and severally bind ourselves and our respective heirs executors and administrators to pay to **Homi Bhabha Cancer Hospital, Varanasi (hereinafter referred as the 'HBCH'**, its successors and assignees, on demand the sum of **Rs. 50,00,000/- / Rs. 10,00,000/- (Rupees Fifty Lakhs or Rupees Ten Lakhs) plus applicable GST as the case may be** and as hereinafter contained together with interest thereon from the date of demand till the date of payment, in the event of breach of the conditions by the said SS student as set out below.

2.0) WHEREAS, the SS student has applied to **HBCH** against open advertisement for admission to the **Superspecialty degree in M.Ch. Course (Surgical Oncology)** conducted by the **HBCH** for imparting training in M.Ch. degree (hereinafter referred to as SS course).

3.0) WHEREAS, the said SS student has agreed to execute this bond with two sureties aforesaid and with such conditions as herein under written.

Now, the conditions to be observed and complied with by the said SS student and their sureties are as under:

a) The SS student has voluntarily accepted admission to the SS course for the period from _____ (3 years). The SS student has clearly understood that he/she will be required to sign a bond for completion of the residency tenure for the period of 3 years and binds himself/herself that he/she will complete the SS course, failing which he/she would be bound to pay **Rs. 10,00,000/- (Rupees Ten Lakhs) plus applicable GST** to the Homi Bhabha Cancer Hospital, Varanasi forthwith on demand by the Homi Bhabha Cancer Hospital, Varanasi together with the interest thereon from the date of default, at the rate prescribed of Government loans and prevailing on the date of demand or if payment is made in the country other than India, the equivalent amount of the currency of that country converted at the official rate of exchange between that country and India. This condition shall however, not be applicable to the candidate who is resigning before the final round of selection conducted by Directorate General of Health Services, Government of India on prescribed dates decided by these Authorities.

b) The SS student clearly understands that in the event the said SS student continues the SS course for the entire duration of 3 years and on his/her successful completion he/she is required to serve for a **minimum period of one year at the HBCH or Tata Memorial Centre, including any of the units supported by Tata Memorial Centre**, located in the urban/non-urban areas (such as Mumbai/ Navi Mumbai/ Sangrur/ Mullanpur/ Vishakhapatnam/ Varanasi/ Muzaffarpur/ and any other areas) and he/she will be paid consolidated stipend as may be prescribed at that point of time and in any case it will not be less than the consolidated stipend paid to him / her on the date of qualifying in the said degree. The SS student further binds himself/herself along with the sureties that in the event he / she fails to serve as stated herein before at the **HBCH** or Tata Memorial Centre or the mentioned main/ outreach stations, units as aforesaid for the said minimum period of one year, he/she will be liable to pay the sum of **Rs. 50,00,000/- (Rupees Fifty Lakhs) plus applicable GST** as a breach of condition. SS Student will not be allowed to leave during Service Bond period for any reason (job opportunity or for further studies). SS Student under Bond cannot apply for any residency program, Fellowship program (FNB / NBE). Students on Bond if selected, for State or Central Govt. service then they have to take permission for joining period after completion of bond.

4.0) The sureties viz (i)_____ (ii)_____ do hereby jointly and severally covenant with **HBCH** that if the said SS student make default in payment of the sum of **Rs. 50,00,000/- (Rupees Fifty Lakhs only) plus applicable GST** as mentioned above or any part thereof, together with interest thereon from the date of demand at Government rates for the time being in force on Government loans, the sureties

shall on demand and without murmur pay to **HBCH** the said sum of **Rs. 50,00,000/- (Rupees Fifty Lakhs only) plus applicable GST together with interest** thereon from the date of default at the rate levied for Government loan and prevailing on the date of demand and that the liability of sureties hereunder shall not in any way be affected by any time waiver or indulgence of any nature of any kind whatsoever given made or shown by **HBCH** to or in favor of the said SS student. The sureties hereby agree that to all intents and purposes the liability of the sureties for the payment of all the sum of money under this agreement shall be deemed to be that of the principal parties each of both the sureties, jointly and severally.

5.0) Notwithstanding anything herein contained, it shall be lawful for **HBCH** to terminate the tenure of the Residency of the SS course, if his / her progress has been found to be unsatisfactory by **HBCH** or any violations of the rules / regulations, as applicable or for the other reason of which **HBCH** shall be sole judge, and in that event the said amount of **Rs. 10,00,000/- (Rupees Ten Lakhs Only) plus applicable GST** as contained in Para 4 above shall become payable by said SS Student / sureties immediately and the said SS student shall be bound to pay the same and if he / she falls to do so, the sureties shall be jointly and severally responsible to pay the same to **HBCH** on demand.

6.0) It is expressly understood by the said SS Student and the sureties herein that the **HBCH** shall be entitled to recover the said sum of **Rs. 50,00,000/- (Rupees Fifty Lakhs only) OR Rs. 10,00,000/- (Rupees Ten Lakhs Only) plus applicable GST as the case may be** in the event of default of their payment on demand and that **HBCH** shall be entitled to initiate civil / criminal proceedings as may be required at the cost, risk and consequences of the said SS student and the sureties thereon.

This agreement shall in all respects be governed by the laws of India for the time being in force and the courts in Varanasi shall have exclusive jurisdiction to try the dispute and adjudicate between the parties.

IN WITNESS WHEREOF _____ and the sureties have hereunto set their respective hands on the day and year first hereinabove written.

SIGNED SEALED AND DELIVERED

By the said : Dr. _____

(Name, Signature of the Employee & Date)

In the presence of : _____

SIGNED SEALED AND DELIVERED

By the said : _____

(Name, Signature of the Surety No.1 & Date)

In the presence of : _____

SIGNED SEALED AND DELIVERED

By the said : _____

(Name, Signature of the Surety No.2 & Date)

In the presence of _____ :

ACCEPTED: _____