TO BE PREPARED ON Rs.300/-stamp paper(DM/M.Ch.courses)

INDEMNITY BOND

KNOWALL MEN BYTHESE PRESENTS THAT on this day___ of _____, I

_____ S/o / D/o_____

having permanent place of residence at_____and currently residing at

_____(herein after for brevity sake referred to as PG student

of the first part and

(1) Dr./Mr./Mrs._____ Son of/Daughter of_____

having permanent place of residence at_____ and currently residing at

_____(herein after called as "Sureties")of the second part and

(2) DR./Mr./Mrs._____Son of / Daughter of _____having permanent place of residence at

_____ and currently residing at _____

(herein after called collectively as "Sureties" other part,

Hereby jointly and severally bind ourselves and our respective heirs executors and administrators to pay to Tata Memorial Centre (hereinafter referred as the 'TMC', its successors and assignees, on demand the sum of Rs. 50,00,000/- / Rs. 10,00,000/- (Rupees Fifty Lakhs or Rupees Ten Lakhs) together with applicable GST and interest thereon from the date of default at the rate levied for Government loan and prevailing on the date of demand 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 PG student as set out below.

2.0 WHEREAS, the PG student has applied to the Centre against open advertisement for admission to the PG degree in DM / M.Ch. course conducted by the Tata Memorial Centre for imparting training in Superspeciality degree viz.DM/ M.Ch. (hereinafter referred to as PG course).

3.0 WHEREAS, in accordance with the directions of Government of Maharashtra in their resolution GR. NO. MED-1010/ CR/184/10/EDU-2 dated 28.05.2010 and as notified and applicable to the Tata Memorial Centre, the said PG 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 PG student and their sureties areas under :

a) The PG student has voluntarily accepted admission to the PG course for the period from _____(3 years).The PG student has clearly understood that he will be required to sign a bond for completion of the residency tenure for the period of 3 years and binds himself that he will complete the course, failing which he would be bound to pay Rs. 10,00,000/- (Rupees Ten Lakhs) to the Tata Memorial Centre forthwith on demand by the Tata Memorial Centre together with the interest there on 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 DMER the Tata Memorial Centre on prescribed dates decided by these Authorities.

b) The PG student clearly understands that in the event the said PG student continues the course for the entire duration of 3 years and on his successful completion he is required to serve for a

minimum period of one year the Tata Memorial Centre, including any of the outreach units supported by TMC, located in the non urban areas (such as ACTREC / Sangrur / Vizag / Varanasi/Derwan/Mullanpur and any other areas) and he 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 PG student further binds himself along with the sureties that in the event he / she fails to serve as stated herein before at the Tata Memorial Centre / or the mentioned outreach station, units as aforesaid for the said minimum period of one year, he will be liable to pay the sum of Rs. 50,00,000/- (Rupees Fifty Lakhs) as a breach of condition. Student will not be allowed to leave during Service Bond period for any reason (job opportunity or for further studies).Student under Bond cannot apply for any residency program, Fellowship program (FNB / NBE).They will be allowed to appear for NEET-SS & if selected, can join the Govt. Medical College/Hospital only for further studies. 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 the Centre that if the said PG student make default in payment of the sum of Rs. 50,00,000/- (Rupees Fifty Lakhs only) 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 the Centre the said sum of Rs.50,00,000/-(Rupees Fifty Lakhs only) together with applicable GST and 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 anyway be affected by any time waiver or indulgence of any nature of any kind whatsoever given made or shown by the Centre to or in favour of the said PG

students. 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 the Centre to terminate the tenure of the Residency of the course, if his / her progress has been found to be Unsatisfactory by the centre or any violations of the rules / regulations, as applicable or for the other reason of which the centre shall be sole judge, and in that event the said amount of Rs. 10,00,000/- (Rupees Ten Lakhs Only) as contained herein above shall become payable by said P.G. Students / sureties immediately and the said PG students hall be bound to pay the same and if he/she fails to do so, the sureties shall be jointly and severally responsible to pay the same to the centre on demand.

6. It is expressly understood by the said PG Students and the sureties herein that that the TMC shall be entitled to recover the said sum of Rs. 50, 00,000/ - / Rs. 10,00,000/- together with applicable GST and interest thereon from the date of default at the rate levied for Government loan and prevailing on the date of demand as the case may be in the event of default of their payment on demand and that TMC shall be entitled to initiate civil / criminal proceedings as may be required at the cost, risk and consequences of the said PG 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 Mumbai 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.

SIGNEDSEALEDANDDELIVERED

By the said :Dr. _____

(Name, Signature of the Employee & Date)

SIGNEDSEALEDANDDELIVERED

By the said :_____

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

Relation :_____

(Please attach AADHAR card copy)

SIGNEDSEALEDANDDELIVERED

By the said :_____

(Name, Address, Email Id&SignatureoftheSuretyNo.2&Date)

Relation :_____

(Please attach AADHAR card copy)

ACCEPTED: _____