

1. TO BE PREPARED ON Rs. 300/- stamp paper (For MD Course)

2. TWO SURETIES viz- NEAREST BLOOD RELATIVES.

3. WITNESS SHOULD BE OTHER THAN SURETIES.

4. SUBMISSION OF BOND IS MANDATORY ON THE DAY OF PHYSICAL JOINING.

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

_____ (hereinafter for brevity sake referred to as PG

student of the first part and

(1) Mr./Ms. _____ son/daughter of

_____ having a permanent place of residence at

_____ and currently residing at _____ (hereinafter

called as "Sureties") of the second part and

(2) Mr./Ms. _____ son/daughter of having a 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. 25,00,000/- / Rs. 10,00,000/- (Rupees Twenty-Five 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 a breach of the conditions by the said PG student as set out below.

2.0) WHEREAS, the PG student has applied to HBCH against an open advertisement for admission to the **MD in _____(course name)** conducted by the HBCH for imparting training in MD Degree (hereinafter referred to as PG course).

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

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

a) The PG student has voluntarily accepted admission to the PG course for the period from _____ (Date of Joining). The PG student has clearly understood that he/she will be required to sign a bond for completion of the residency tenure for 3 years and binds himself/herself that he/she will complete the PG course, failing which he/she will 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 apply to the candidate who resigns before the final round of selection conducted by the

Directorate General of Health Services, Government of India the Homi Bhabha Cancer Hospital, Varanasi on prescribed dates decided by these Authorities.

- b) The PG student clearly understands that in the event the said PG student continues the PG 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/nonurban areas (such as Mumbai/ Navi Mumbai/ Sangrur/ Mullanpur/ Vishakhapatnam/ Varanasi/ Muzaffarpur/Guwahati/ Derwan/ Aurangabad 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 PG 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. 25,00,000/- (Rupees Twenty-Five Lakhs) plus applicable GST** as a breach of condition. PG student will not be allowed to leave during the Service Bond period for any reason. PG student will be allowed to appear for NEET-SS and if selected, can join the Medical College / Hospital only for further

studies and complete the remaining bond period after completion of their higher studies. If a PG student is selected for State or Central Govt. service, then he/she has to take prior permission in writing to join the service after the completion of the bond period.

4.0) The sureties viz (i)_____ (ii)_____ do hereby jointly and severally covenant with HBCH that if the said PG student makes default in payment of the sum of **Rs. 25,00,000/- (Rupees Twenty-Five 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. 25,00,000/- (Rupees Twenty-Five 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 PG 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 PG 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 PG Student/sureties immediately and the said PG 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 PG Student and the sureties herein that that the HBCH shall be entitled to recover the said sum of **Rs. 25,00,000/- (Rupees Twenty-Five 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 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 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 PG Student & Date)

In the presence of : _____
(Witness Signature, Name & Contact No.)

SIGNED SEALED AND DELIVERED

By the said : _____

(Signature, Name, Relation, Contact No., email ID, Aadhar Card of the Surety No.1 & Date)

In the presence of : _____
(Witness Signature, Name & Contact No.)

SIGNED SEALED AND DELIVERED

By the said : _____

(Signature, Name, Relation, Contact No., email ID, Aadhar Card of the Surety No.2 & Date)

In the presence of : _____
(Witness Signature, Name & Contact No.)

ACCEPTED: _____

Notarized & Registered