

1. TO BE PREPARED ON Rs. 300/- stamp paper (For DM/M.Ch. 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

_____ 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) Mr./Ms. _____ 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) Mr./Ms. _____ 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 **Homi Bhabha Cancer Hospital, Varanasi (hereinafter referred as the 'HBCH'**, its successors and assignees, on demand the sum of **Rs. 50,00,000/- OR 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 at the rate levied for Government loan and prevailing on the date of demand as the case may be, 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 HBCH against an open advertisement for admission to the PG degree in **DM/ M.Ch.**in _____ **(course name)** conducted by the Homi Bhabha Cancer Hospital, Varanasi for imparting training in Superspeciality degree viz.DM/ M.Ch. (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 the period of 3 years and binds himself/ herself that he/she will complete the PG 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 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 resigns before the final round of selection conducted by 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 the Homi Bhabha Cancer Hospital, Varanasi, 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 / Derwan/ 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 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 Homi Bhabha Cancer Hospital, Varanasi or Tata Memorial Centre or the mentioned main/ outreach station, 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. Student will not be allowed to leave during Service Bond period for any reason. PG 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 Medical College/ Hospital only for further studies and complete the remaining bond period after completion of their higher studies. If a PG student on Bond 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 bond period.

4.0) The sureties viz(i) _____(ii) _____

do hereby jointly and severally covenant with the HBCH that if the said PG 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 the HBCH the said sum of Rs.50,00,000/-(Rupees Fifty Lakhs only) together with applicable GST 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 the HBCH 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 HBCH to terminate the tenure of the Residency of the PG course, if his / her progress has been found to be unsatisfactory by the HBCH or any violations of the rules / regulations, as applicable or for the other reason of which the HBCH 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 student shall 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 HBCH on demand.
- 6.0) It is expressly understood by the said PG Students and the sureties herein that that the HBCH shall be entitled to recover the said sum of **Rs. 50, 00,000/- (Rupees Fifty Lakh) OR Rs. 10,00,000/- (Rupees Ten Lakh Only) plus applicable GST as the case may be** in the event

of default of their payment at the rate levied for Government loan and prevailing on the date of 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, Address, 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, Address, Email Id, Aadhar Card of the Surety No.2 & Date)

In the presence of _____

(Witness Signature, Name & Contact No.)

ACCEPTED: _____

Notarized & Registered