

APPENDIX -II
(DEED OF AGREEMENT)

THIS DEED OF AGREEMENT is made on this day of 20.... between the State of Assam, Health and Family Welfare Department to be represented by Sri S/O aged about Years, presently holding the post of in the Health and Family Welfare Department, hereinafter to be referred as the **First Party**.

-And-

Dr. S/O aged about Years, R/O Dist..... Assam hereinafter referred as **Second Party**.

WHEREAS the **Second Party** has obtained MBBS Degree from Medical College and Hospital and now intending to take admission in Post Graduate Course in the Medical Colleges of Assam, namely at

AND WHEREAS the **Second Party** shall bear only the admission fees, hostel fees, and other charges for the course and the **First Party** shall give the monthly stipend to the **Second Party** during the period of the course.

AND WHEREAS the State of Assam shall incur huge revenue from State Exchequer for the purpose of imparting education to the **Second Party** in pursuing the P.G. Course in a State Medical College in Assam.

AND WHEREAS in the interest of public service, the **First Party** has decided to give admission to the **Second Party** in the Post Graduate Courses at Medical College Hospital in the State of Assam and shall bear the expenses of his/her education, other than the admission fees, hostel fees and other charges, in pursuing the said course.

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NOW, THERE OF THIS AGREEMENT WITNESSES THE FOLLOWING TERMS AND CONDITIONS:

1. That after completion of his/her Post Graduate Course, the **Second Party** shall serve the State Government for a minimum period of 10(ten) years upon offer of appointment in any State Government Service in the Health and Allied sector including agencies/ institutions under NRHM and/or any other State/Central Government sponsored Scheme/s or in any part of the State.
2. That the **First Party** shall have the authority to utilize the service of the student i.e., the **Second Party** in any Hospital/ Medical Institution within the State of Assam where is necessity of a specialist in the interest of public service.
3. That the **Second Party** shall be governed by the Assam Medical Colleges (Regulation of Admission to Post Graduate Courses) Rules, 2006 amended upto 2012.
4. That in case of any breach of the terms and conditions as stated hereinabove, the **Second Party** shall be liable to pay an amount of Rs.20 lakhs (Rupees twenty lakhs) only [Rs.25 lakhs (Rupees twenty five lakhs) only for those admitted under Rule 4(4)(vi)] as compensation to the **First Party**, i.e., the Government of Assam, Health and Family Welfare Department on account of the expenses borne for the **Second Party** in pursuing the P.G. Course.
5. That, in case of failure to pay the compensation as mentioned above, the **First Party** shall be at liberty to file a Money Suit and/or to take any other appropriate legal action against the **Second Party** in the competent court to recover the same at the risk and cost of the **Second Party**.

IN WITNESS WHERE OF the parties hereto have signed, sealed and delivered these presents on the day, month and year mentioned above.

Witnesses:

(Signature of the First Party)

1.

2.

(Signature of the Second Party)