

Annexure -VIII

BOND

(Total value of Rs.200/-Kerala Stamp Paper*)

To be executed by all candidates admitted to Postgraduate Medical Courses in the State Medical Colleges

TO KNOW ALL MEN BY THESE PRESENTS that

We
Residing at
herein after called the 'Bounden' (which expression shall unless excluded by or repugnant to the context include his heirs, executors, Administrators and legal representatives) and
and herein after called the first surety and second surety respectively (which expression shall unless excluded by repugnant to the context include their respective heirs, executors, administrators and legal representatives) bind ourselves jointly and severally to pay the Governor of Kerala(herein after called the Government)on demand without demur a sum of Rs Rupees the probable amount that Government may have to spend for paying stipend/salary and further sum of `Rs . **Rs.50,00,000/- (Rupees fifty lakhs only)** as liquidated damages.

Signed this.day of.....in the year Two Thousand and Nineteen by the Bounden Shri. (Full address).

In the presence of witnesses:(Name & Official Address is compulsory) 1.

WHEREAS the Bounden has been under the rules, which will form part of this deed as if incorporated herein, herein after called the Rules, selected to undergo the course of study. Government will give the monthly stipend to the Bounden (admissible as per rules) for the study of- [here enter the name of the course of study] in Government Medical College, Name of college) condition of his executing a bond supported by two sureties in the terms appearing herein after which the Bounden has agreed to do.

Now the condition of the above written obligation is that in the event of the Bounden not conforming to or observing the rules and conditions, regarding the progress of his study or interrupting or discontinuing his course, at any time after the final centralized allotment process or participating in a strike or leave the training course on account indiscipline or misconduct on his part, or for other reasons not considered valid and satisfactory by the Secretary to Government of Kerala, Health and Family Welfare Department whose decision in this behalf shall be final, the Bounden and the sureties shall jointly and severally pay and refund to the Government on demand and without demurral the amount spent on the Bounden on account of the said course of studies, together with the liquidated damages of `` **Rs.50,00,000/- (Rupees fifty lakhs only)** if the bounden discontinues the course after the final Centralised Allotment Process (CAP). This decision of the Secretary to Government of Kerala, Health and Family Welfare Department as to the commission of a breach or as to any indiscipline or misconduct on the part of the Bounden as also the amount of compensation payable and as to whether the Bounden has or has not performed and observed the conditions and Bounden obligations under these presents shall be final and binding on the Bounden and the sureties.

It is further agreed and declared that in the event of the Bounden being unsuccessful in any of the qualifying examinations conducted in the said Institute, the Government may at their discretion, with hold the payment of stipend for the continuance of further studies and the decision of the Secretary to Government of Kerala, Health and Family Welfare Department in this behalf shall be final and binding.

Provided further that the Bounden and the Sureties do hereby agree that all sums found due to the Government under or by virtue of this bond may be recovered jointly and severally from them and their prospective movable and immovable as if such sums were arrears of land revenue

under the provisions of the Revenue Recovery Act for the time being in force or in such other manner as to the Government may deem fit.

It is agreed that the liability of the sureties here under shall not be impaired or discharged by reason of time being granted or any for bearance, act or omission of the Government (whether with or without the knowledge or consent of the sureties) in respect or in relation to the several obligations and conditions to be performed or discharged by the Bounden or by any other matter or thing what so ever which, under the law relating the sureties, shall but for this provision have the effect of releasing the sureties from such liability not shall it be necessary for the Government, to sue the Bounden before doing either of the sureties for amounts due here under.

It is agreed that the expense of Stamp duty to this document shall be borne by the Bounden

IN WITNESS WHERE OF the Bounden.
.....
.....
..... and
.....
..... and
.....

Sureties have put their respective hands the day and year herein above written Signed by the Bounden in the presence of witnesses:

(Signature of the Bounden)

Signed by

(Signature of the sureties) (Residential Address of the sure ties is compulsory)

Signed by

(Signature of the witness)

(Official Address & Residential Address of the witness is compulsory)

(OFFICE SEAL)

Witness must be a person as mentioned in the **clause 12-2.6** of the Prospectus.

Remember: The Originals of the uploaded documents will have to be furnished before the admitting authority as and when required

ANNEXURE IX

BOND

(Total value of Rs. 200/-KeralaStampPaper*)

TO KNOW ALL MEN BY THESE PRESENTS that

We Shri/Smt.
.....
..... son/ daughter/ wife of.
residing at.
(herein after called the 'Bounden') and

(1) Shri. Residing
at.

And

(2) Shri. Residing
at.
.....

(here enter name and address) (herein after called 'Sureties') do here by bind ourselves and each of us, our and each of our heirs, executors and administrators jointly and severally to pay the Governor of Kerala (here in after called the Government) on demand a sum of..... (the total amount of salary/ stipend drawn during the period of study) and the amount spend by Government for their studies with interest as fixed by Government and`** in addition to the stipend/ salary towards Liquidated damages/ penalty for violation of the conditions in clause12.2 of the Medical PG Prospectus 2019.

Signed this..... Day of in the yearby the bounden Shri/Smt.
.....

Signature

In the presence of witnesses:

1.

Signed by Shri/Smt. (Residential Address is compulsory)

WHEREAS the Bounden Shri/Smt.has been selected to undergo.

... (here enter the name of the course of study) in Government Medical College,
..... (Name of College), Kerala for a period of two/three years.

AND WHEREAS the Government have agreed to pay the Bounden during the period of the said course of study his/her pay and allowance which he would have drawn but for his undergoing the said course of study and to treat the period of the course of study as duty.
(only for service candidates)

ANDWHERE AS the Government have agreed to incur the said expenses on condition that after successful completion of the course of study within the prescribed period the bounden shall serve the Government for a period of *** and also subject to the terms and conditions here in after appearing and the bounden and the sureties have agreed to the same.

NOW the condition of the above written obligation is that in the event the Bounden after successful completion of the Post Graduate course of study to which he was selected, fails to serve the Government for a period of ***, the Bounden and shall forthwith pay to the Government on demand the sum of Rs.....(the total amount of salary/stipend Drawn during the period of Study) and **in addition to the amount spend by government for their studies with interest as fixed by Government towards liquidated damages for violation of the conditions in clause12.2 of the Medical PG Prospectus 2019. In the matter of deciding what moneys are to be paid by the Bounden and the sureties and

decision of the Government shall be final and legally binding on the bounden and sureties and upon the payment of such sum the above written obligation shall be void and of no effect otherwise this shall be remaining full force and effect.

PROVIDED further that the bounden and the sureties do hereby agree that if the Bounden fails to serve the Government for a period of *** years, it may be construed as professional misconduct and the fact reported to the T.C Medical Council for suitable action including cancellation of Registration by the council.

PROVIDED further that the bounden and the sureties do hereby agree that all sums found due to the Government under or by virtue of this bond may be recovered jointly and severally from them and their properties movable and immovable as if such dues were arrears of land revenue under the provisions of the Revenue Recovery Act for the time being force or in such other manner as the Government may deem fit.

THE liabilities of the sureties under this Bond is Co-existent with that of the Bounden and shall not be affected by the Government giving time or any other indigence to the bounden or by the Government varying of the terms and conditions here in contained.

It is agreed that the certificates submitted at the time of admission will be released by the Principal only after satisfactorily completing the bonded obligation.

Signed by the Bounden.....

In the presence of witnesses:

(Residential Address of the sureties and the official address of the witnesses is compulsory)

Signed by the Surety

1.

2.

In the presence of witnesses:

(OFFICE SEAL)

Note:

*All pages should be in stamped paper

** **Strike out which is not applicable**-Bond amount to be executed:

For all candidates ` **Rs.50,00,000/- (Rupees Fifty Lakhs only)**)

*** a) No. of years to be served -for General candidates –1 year

b) No. of years to be served –for Service candidates- 10 years out of **which 2 years** shall be in difficult and remote areas as defined by the Government, to be served immediately after completion of the course or till superannuation.