

**THIS AGREEMENT IS TO BE SUBMITTED ON NON-JUDICIAL PAPER FOR  
Rs 20/- (Rupees Twenty) only  
AGREEMENT FOR JUNIOR RESIDENT (PG)  
(FIRST, SECOND AND THIRD YEAR JUNIOR RESIDENT (PG))**

THIS AGREEMENT FOR JUNIOR RESIDENT (P.G.), is made on this the ..... day of .....(Two thousand and .....) between Dr..... son/daughter of ..... Aged about .....years a permanent resident of

..... herein after called the “PG Student/Junior Resident” which expression unless repugnant to the context shall include his/her heir, and legal representative) therein after called the party to the first part/ junior resident.

And

**North Eastern Indira Gandhi Regional Institute of Health and Medical Sciences (NEIGRIHMS)**, a Central Government Institute registered under the Meghalaya Societies Act and situated at Mawdiangdiang, Shillong, Meghalaya represented by its Director (Which terms unless repugnant to the contest shall mean and include its Successor, Assigns and legal representative the one party) herein after called the second party/NEIGRIHMS on the other part.

**WHEREAS** on being successful in selection test held by the Institute/ All India entrance for PG, the Institute of NEIGRIHMS considered to appoint Dr. (Shri/Smt) ..... as Junior Resident (PG) for a period of 3 (three) year commencing from \_\_\_\_\_ day of 20\_\_\_\_\_.

**AND WHEREAS** Dr. (Shri/Smt) ..... (the PG Student) Son/Daughter of ..... Aged about ..... Years has been admitted in the said course in NEIGRIHMS, Shillong hereinafter referred to as “Institute” and will complete the course of study in the said Institution.

AND WHEREAS, the Institute has prescribed conditions for admission and Junior Resident (PG) is in agreement with the said condition thereof. Party to the First part interested to prosecute his/her study for P.G. Course in NEIGRIHMS, Shillong. Further, the party to the first part agreed

that he/she shall complete the said course from the institute in which, he/she got admitted failing, which he/she should be liable to pay the amount towards the incidental expenses to be incurred by the institution or for keeping the said seat vacant for the years. **AND WHEREAS** it has been agreed by and between the parties hereto that the Junior Resident (PG) shall serve the Institute on the terms and conditions herein contained.

**NOW THIS AGREEMENT WITNESSES** as follows:

1. That Dr. (Shri/Smt) ..... (the PG Student) Son/daughter of ..... Aged about .....who is admitted for the said course in NEIGRIHMS, Shillong hereinafter referred to as "Institute" and will complete the course of study in the said Institution.
2. That the said agreement will remain in force till the completion of course of PG study by Dr. (Shri/Smt) .....
3. That the original certificates of the candidates who opts for a seat and deposits his fees, will be retained in the Dean's office NEIGRIHMS. The same will not be returned to the candidate before completion of the course. After counseling and admission, if he/she does not want to join the course he/she should intimate the Dean, NEIGRIHMS in writing and then only the certificates will be returned to them after he/she has deposited a sum of Rs-50,000/- (Fifty thousand) only. After joining the course if he/she wants to leave the course mid-term, the certificates will be returned only after deposit of Rs-50,000/- (Fifty thousand) only. In addition to the bond amount specified below.
4. It is provided that the Junior Resident (PG) resigns without completing the Post Graduate Course to which he/she has been admitted during mid-term on disrupting the functioning of the Institute cannot be looked upon favorably. He/She Shall be liable to pay a sum of Rs-10,00,000/- (Ten Lakh) only in case he/she leaves the course before one year. If He/She leaves the Institute after one year, i.e. in 2<sup>nd</sup> year then a sum of Rs-15,00,000/- (Fifteen Lakh) only and He/She leaves the Institute after two years, i.e. in 3<sup>rd</sup> year and without completing the course then a sum of Rs-20,00,000/- (twenty Lakh) only to the Institute towards losses incurred due to such mid-term departure.
5. That the party to the first party bind himself/herself myself that in the event of departure from the course of study or on failure of study in the said Institute, to pay to the NEIGRIHMS,

(Called the Institute), infavour of Director, NEIGRIHMS towards expenses for the course of study to be borne by the institute for the said course

6. That the Junior Resident (PG) who have already done/are pursuing MD/MS in any subject at the time of counseling shall not be considered for admission to MD/MS course in NEIGRIHMS. If it is found that at a later stage the Junior Resident (PG) had given a false undertaking at the time of counseling, his/her candidature/ registration will stand cancelled and he/she has to refund all the expense as specified in clause 3 & 4.

7. That the Junior Resident (PG) shall abide by the orders/instruction issued by Director from time to time. The Junior resident shall submit the order of the Institute to the officers and authorities under whom he/she may be entrusted to serve from time to time in public interest.

8. The party to the First party shall serve as Junior Resident (PG) for a period of 3 (Three) years, commencing from the ..... Day of .....20..... Until his/her services are terminated previously herein provided. The Junior Resident (PG) shall devote his/her whole time to the duties of the said services and shall not engage directly in any trade, business, occupation or profession (including private practice) on his own account and shall not (except in case of accident or sickness certified by competent medical authority) absent himself/herself from his/her said duties without having first obtained the permission from the Director or his authorized officers. Unauthorized absence from duty shall result in extension of period of training by a period equal to the duration of absence and cause loss of term if it exceeds 30 days during the 1 (one) year term.

**It is provided that** the Director of the Institute, may at his discretion, however, extend the term:

(i) In the event of unauthorized absence from duty, (ii) If the period of condonable absence for valid reasons exceeds 30 days.

9. That Junior Resident (P.G.) shall not indulge in any activities, which are prohibited by law.

10. The services of the Junior Resident (PG) may be terminated for the follows:

(i) That if at the end of first six months of his/her Registration performance of the First party is found not satisfactory on an assessment made by the Head of the department concerned.

(ii) That the Director is satisfied that the Junior Resident (PG) is unfit and is likely for a considerable period to continued as **unfit by reasons** of ill health and unable to discharge of his/her duties on medical grounds.

**IT IS PROVIDED THAT,** the decision of Director of the Institute without any previous notice, based on medical evidence that the Junior Resident (PG) is unfit and is likely to continue unfit by reason thereof shall be conclusive and binding on him/her.

(iii) That if the Junior Resident (PG) is found the guilty of any insubordination, intemperance or guilty of misconduct or any breach of non-performance of any of the provisions of rules and by law of to the Institution and/ or beach of agreement.

(iv) That in the event of misconduct or any other reason thereof Director of the institute is satisfied that there is cause for taking action against the junior resident in the interest of the institute. The Director of the Institute is having the discretionary power to terminate the agreement without any prior notice. The decision of Director of the Institute without any previous notice, to prevent **illegal activities that are detrimental for the institute** shall be conclusive and binding on the Junior Resident(PG).

(v) That if the misconduct of the Junior Resident (PG), is such a nature that in connection with any investigation and he/she to be placed under suspension, immediately, in the interest of justice, in that event, he/she shall not be entitled to any salary during such period of suspension, but shall be entitled to received a subsistence grant at such rate the Director of the Institute may decide.

(vi) That in the event of termination of the Junior Resident (PG) for the reason aforesaid it is PROVIDED ALWAYS that the Director of the Institute may, in lieu of any notice herein provided for give to the Junior Resident (PG) a sum equivalent to the amount of his salary for thirty days or shorter notice that thirty days if it pay him/her a sum equal to the amount of his/her salary for the period of which such notice falls short of thirty days. The term "SALARY" for the purpose of this provision shall mean the salary the Junior Resident (PG) would be receiving under clause 12 of this Agreement.

11. That the Head of the department/Unit will place the junior resident (P.G) in discharge of patient care and maintenance of records, besides, academic working in pursuance of the post-graduate studies. The Junior Resident (PG) shall carry out all the duties, and responsibilities required of him/her, to be performed and undertaking, such as, other clinical and technical duties as may be assigned to him/her by the aforesaid authorities from time to time in the

interest of efficient patient care and running of the hospital. The decision of the Director of the Institute as to whether the Junior Resident (PG) has satisfactorily carried out all the duties and responsibilities aforesaid shall be final and binding on the Junior Resident (PG), during the tenure of Course of study.

12. That with effect from the ..... day of ..... 20 the Institute shall pay the Junior Resident (PG) so long as he/she remains in the in the said service and actually performs his/her duties as aforesaid at the monthly rate as per the residency scheme. He/She will be eligible for admissible C.C.A and D.A.

13. That the Junior Resident (PG) shall be eligible for such concession in relation to medical attendance and treatment as may be prescribed by the Institute.

14. That the Junior Resident (PG) will be entitled to partially furnished hostel accommodation with electricity and water subject to availability. The Junior Resident (PG) shall have to abide by the rules and regulations of the hostel where he/she is accommodated. The Junior Resident (PG) shall occupy the room allotted to him/her as a licensee. The Junior Resident shall be responsible for upkeep of the premises and payment of all bills in time. The warden of the hostel shall issue 'No Dues Certificate' when, the possession of the premises would be handed over after completion of course or any other reason thereof, after submission of proof of all liability cleared in respect of premises.

15. That the Junior Resident (PG), in the event of early termination of employment/course of training, shall vacate the accommodation within ten days from the date of termination of employment/course.

16. That in case the Junior Resident (PG) fails or neglects to vacate premises and deliver peaceful possession thereof to the Head of the Institute on **expiry of the term**, Penal rent shall be imposed after the expiry of authorized period of allotment of dwelling till the day it is vacated. **The Director of the Institute shall be entitled to take action for eviction without any recourse of law.**

17. That the working hours of the Junior Resident (PG) will not be fixed period and it would be the either at the discretion of the Director or Head of Department as per requirement of the Institute subject to such exigencies as may arise in the working of the department/unit/ward

where he/she may be placed. The decision of the Director of the Institute shall be final and binding on the Junior Resident (PG).

18. The Junior Resident (PG) shall be liable to be on call duty, which shall normally be at any time, in the interest of the institute and patient in general.

19. The Junior Resident (PG) may be allowed one day off in a week in rotation, subject to exigencies of work.

20. That the expense towards the stamp duty, if any, shall be borne by Junior Resident (PG) only.

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hand on this the ..... day of ..... 20..... At Shillong.

**Signature of  
Junior Resident (P.G)**

**Signed before me.  
Magistrate First Class  
Shillong**

## UNDERTAKING

I, Dr. \_\_\_\_\_ son/ daughter of \_\_\_\_\_ admitted for Junior Resident (PG) Course for 3 years in North Eastern Indira Gandhi Regional Institute of Health and Medical Sciences, (NEIGRIHMS), Shillong. I do hereby undertake to complete the said course as per norms of the Institute.

I would abide by the Rules and regulations of the Institute.

In the event of my disruption in mid-term course of study without any justifiable cause, before one year of completion of the course. I undertake to pay the Institute a sum Rs. 10,00,000/- (Rupees ten lakhs).

I further undertake that after one year, for the said disruption a sum of Rs 15,00,000/- (Rupees fifteen lakhs) and 20,00,000/- (twenty lakh) only for the said disruption from 2<sup>nd</sup> year to be paid by me to the Institute towards losses is incurred due to such mid-term departure. This is in addition to the amount of Rs.50,000/- (Rupees fifty thousand only) as payment for issue of the original certificate submitted to the Dean, NEIGRIHMS.

**Dated:** \_\_\_\_\_

**(Signature of Resident)**

**Name:** \_\_\_\_\_

**DEPT:** \_\_\_\_\_

**WITNESSES:**

**1. SIGNATURE:** \_\_\_\_\_

**NAME & FULL ADDRESS**

**PERMANENT ADDRESS**

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**2. SIGNATURE:** \_\_\_\_\_

**NAME & FULL ADDRESS**

**PERMANENT ADDRESS**

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\_\_\_\_\_

Signed in my presence  
Magistrate First Class  
Seal

**UNDERTAKING**

I, Dr. (Shri/Smt) \_\_\_\_\_ son of daughter of .....  
\_\_\_\_\_ admitted for Junior Resident (PG) Course for 3 years in  
North Eastern Indira Gandhi Regional Institute of Health and Medical Sciences, (NEIGRIHMS),  
Shillong. I do hereby undertake to pursue my studies for the said course as per norms of the  
Institute. I would abide by the Rules and regulations of the Institute and the agreement entered  
upon is binding upon me.

I am not in a position to produce the Original Certificate namely \_\_\_\_\_.  
.....as these documents are in the Custody of  
\_\_\_\_\_ Name of College .....Address

I would be in a position to produce my original certificates on or before Day of \_\_\_\_\_  
.....20\_\_\_. The Course of Junior Resident (P.G) \_\_\_\_\_ (Subject) is  
provisional and on production of my original certificate the said allotment will be confirmed.

In the event of failure on my part to produce the Original certificates on or before  
the date fixed, the seat allotted for me shall be treated as cancelled, without further reference to  
me. The institute has reserved the right to allot the seat to the next candidate in order of merit.

I sign this undertaking on this the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ at  
Shillong in presence of witness.

**Dated:** \_\_\_\_\_

**(Signature of Resident)**



Name: \_\_\_\_\_

DEPT: \_\_\_\_\_

**WITNESSES:**

**1. SIGNATURE:** \_\_\_\_\_

**NAME & FULL ADDRESS**

**PERMANENT ADDRESS**

\_\_\_\_\_  
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**2. SIGNATURE:** \_\_\_\_\_

**NAME & FULL ADDRESS**

**PERMANENT ADDRESS**

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Signed in my presence  
Magistrate / Notary Public  
Seal