

Special  
Adhesiv  
Stamp of Rs.200/-

## SERVICE AGREEMENT

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_ Two Thousand \_\_\_\_\_ Between THE MUNICIPAL CORPORATION OF GREATER MUMBAI, a Corporation constituted by the Mumbai Municipal Corporation Act hereinafter referred to as " the Corporation" (in which expression are included unless such inclusion is inconsistent with the context their successors and assigns) of the first part AND SHRI/SMT. \_\_\_\_\_ Dean/Director, Medical Education and major hospitals of THE MUNICIPAL CORPORATION OF GREATER MUMBAI. hereinafter called "the Dean/ Director" (in which expression Shall deemed to include his/ her successor or successors for the time being holding the office of the Dean/ Director (M.E. & M.H.) of the Second Part AND SHRI/SMT/ KUMARI \_\_\_\_\_ residing at (Permanent Address) \_\_\_\_\_

\_\_\_\_\_ Herein referred to as " the student" (in which expression are included unless such inclusion is inconsistent with the context his/ her/ heirs, executors, administrator and assigns) of the Third Part.

WHEREAS the Municipal Commissioner for Municipal Corporation Of Greater Mumbai has interalia delegated under section 68 of the Mumbai Municipal Corporation Act, his powers, functions and duties under the provisions contained in chapter III of the Mumbai Municipal Corporation Act to the Dean/ Director (M.E. & M.H).

AND WHEREAS the student has applied for the admission for the M.B.B.S / B.D.S. degree course ( hereinafter referred to as " the said course") in \_\_\_\_\_ College at \_\_\_\_\_ (hereinafter referred to as " the said College") of the corporation.

AND WHEREAS the Corporation has agreed to admit the said student for the said course in the said college on the terms and condition hereinafter appearing:-

NOW THESE PRESENTS WITNESSES AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:-

1. The Corporation shall admit the said student in the said college for the said course from the academic year \_\_\_\_\_
2. The student shall diligently prosecute and complete the said course at the said college or any other Medical college within the limits of Greater Mumbai and Strictly Comply with the rules and regulations of the said college as aforesaid.

3. The student shall during the said course maintain good conduct and character, attend the college regularly, complete the said course and thereafter duly pass the prescribed University Examination for the said course.
4. In Consideration of the admission to the said course;
  - a) The Student shall on passing the University Examination as aforesaid and after undergoing and duly completing the prescribed internship or rotating housemanship for such period and at such institution as may be prescribed and or obtaining M.B.B.S / B.D.S degree within a period of 30 days give notice in writing to the Corporation intimating about the completion of his/her period of the internship or housemanship.
  - b) If the student is called upon by the corporation at any time within a period of 2 months from the receipt of such notice from the student as aforesaid, he / she shall serve the Corporation in such grade as may be prescribed thereafter.
  - c) In the event the student being selected by the Divisional Selection Board to serve the Government of Maharashtra or Government of India or Railways or the Public Sector Undertaking of the government of Maharashtra or the Government of India or any Zilla Parishad or Selection Board of any local authorities of the state of Maharashtra for a minimum period of 1 year, or being called upon either to join the Armed Force- Medical Services and serve in for a minimum period of 1 Year on such remuneration as may be prescribed in such scale of pay, not below that of Class 3 officer in Government Medical Service, then the said student may not serve the Corporation.
  - d) In case the student is selected by the Divisional Selection Board or Selection Board of any local authorities called upon to serve with the Armed Forces Medical Service i.e. Army, navy or Air-Force of the india as aforesaid and the service period thereof is less than the period of 1 year, then in that event the said student shall serve the Corporation for the remaining period whereby he shall complete the one (1) year period.
5. If the student before or after entering into Municipal services becomes ineligible for initial appointment or continuation in Municipal service by his own behavior contradictory to the Rules, Acts and Laws in force of the Corporation, he / she shall render himself / herself liable to pay to the Corporation in addition to the said bond amount a penalty for breach of agreement as may be decided by the concerned officer and such amount will be recovered from the student/ guardian and/ or either of sureties at the absolute discretion of the Dean / Director.
6. It shall not be necessary for the Corporation to sue the student before suing the guardian or either of the sureties for recovering the amount due hereunder.
7. The student shall, during the period which the student is required to serve under the provision of -this Agreement, faithfully discharge 'the duties assigned to him/ her by his /her other superiors with the 'utmost diligence and efficiency and be of good conduct and character and observe the rules for the time being in force regulating the conduct of persons so serving and shall not except in the case of accident or unless duly certified by a competent medical authorities absent himself/ herself from his/ her duties without obtaining the prior permission or subsequent confirmation from the Corporation.
8. The Corporation hereby agrees that if the Student shall after passing the prescribed examination and duly completing the prescribed term for internship or rotating housemanship as aforesaid or after passing the post- graduate Degree as aforesaid sets up medical practice at any village in the rural areas of the State of Maharashtra whose population does not exceed 30,000 shall not be required to serve as provided in clause No. 4 herein on production of a certificate from the local revenue officer to the effect that he / she set up such medical practice.

9. In the event of the student committing breach of any of the above terms and conditions the student shall be liable to pay to the Corporation a sum of Rs. 10,00,000/- (Rupees Ten Lakhs Only) or such lesser sum as the Corporation in their absolute discretion may decide as liquidated damages and the said amount shall become payable by the said student on demand to the Corporation.
10. The student shall on passing the University Examination and after undergoing Internship or rotating housemanship as aforesaid and obtaining his/her M.B.B.S / B.D.S. degree shall not go abroad within a period of 5 years and in such event he/ she shall reimburse an amount of Rs.10,00,000/- (Rupees Ten Lakhs Only) towards the expenditure incurred by the Corporation on his Education in addition to the liquidated damages as per Condition No-9 above. Provided where the student is desirous of continuing the post-graduate studies and if the Corporation in their absolute discretion grants to the students to do so, decision of the Corporation in that behalf shall be final and binding on the student, and the aforesaid provisions contained herein shall become applicable on the student passing such post- Graduate examination.
11. Any dispute arising out of this agreement shall be subject to Mumbai Jurisdiction only.

IN WITNESS WHEREOF the student/ guardian and the Dean/ Director(M.E. & M.H.) have set their respective hands and seats the day and year first hereinabove written.

SIGNED, SEALED AND DELIVERED

By the within named \_\_\_\_\_

in the presence of

1) Signature \_\_\_\_\_

**Student**

Name \_\_\_\_\_

Occupation \_\_\_\_\_

Permanent Address \_\_\_\_\_

\_\_\_\_\_

2) Signature \_\_\_\_\_

Name \_\_\_\_\_

Occupation \_\_\_\_\_

Permanent Address \_\_\_\_\_

\_\_\_\_\_

SIGNED, SEALED AND DELIVERED

By the within named \_\_\_\_\_

**DEAN/ DIRECTOR (M.E. & M.H.)**

in the presence of

