

ANNEXURE - IX
AGREEMENT BOND FORM FOR CANDIDATES ADMITTED FOR
M.B.B.S./B.D.S. COURSE FOR THE ACADEMIC YEAR 2019 – 2020

This agreement made on this _____ day of _____ 2019 between the Governor of Tamil Nadu (hereinafter called the Governor which expression shall, where the context so admits include his successor in Office) of the one part and _____ son / daughter of _____ resident of _____ in the Taluk of district (hereinafter called the candidate) which expression shall, where the context so admits include his/her heirs, executors, administrators and representatives of the other part.

WHEREAS the candidate has, on his/her application been selected to undergo training for the M.B.B.S/ B.D.S Course in the Government / Self Financing Medical/Dental College (hereinafter referred to as the said College). AND WHEREAS the candidate has agreed to complete his/her training for the said course, at the said College, subject to the condition hereinafter appearing.

Now THEREFORE, this agreement witnesses and it is hereby agreed as follows :

- (1) The candidate shall diligently complete his/her training for the said course at the said College, shall abide by the rules of the said College for the time being in force regulating the conduct of students at the said College and shall pass all the examinations prescribed for the said Course by the University or the Medical Institution concerned.
- (2) Upon passing the final M.B.B.S./ B.D.S Examination the candidate shall serve as 'Intern' for the prescribed period as laid down by the Medical Council Act, 1956 (Central Act 102 of 1956) and Dental Council Act.
- (3) (i) The candidate shall, on demand made by the Government within two years from the date on which he/she registers himself/herself as a Medical Practitioner, serve for a period of not less than five years and in such rural areas as the Government may by General or Special orders specify.
(ii) Those candidates who fail to comply with clause 3 (i) shall have to pay a sum of ₹ 5,00,000/- (Rupees Five Lakhs only) or as the Government may direct as penalty for having breached the contract in the bond.
- (4) During the period of Internship under clause (2) and while in service under clause (3) the candidate shall faithfully, diligently and with skill and ability perform his/her duties and observe the rules for the time being in force made by the Governor or the President as the case may be for regulating the conduct of Government Servants.
- (5) While in service under clause (3) the pay and allowances and other conditions of service of the candidate shall be regulated by the rules and orders of the Government for the time being in force, for the post to which he/she is appointed.

- (6) Candidates who discontinue the course **between 02 August 2019 and 19 August 2019** are bound by the bond and thereby they shall have to pay a sum of ₹ 1,00,000/- (Rupees One Lakh only) as penalty for having breached the contract in the bond and the candidates who discontinue the course **on or after 19.08.2019** and in any date of the subsequent years shall have to pay a sum of ₹ 10,00,000/- (Rupees Ten Lakhs only) as penalty.
- (7) Any sum falling due from the candidate under this agreement shall be recovered from him/her as an arrear of land revenue .
- (8) If any dispute shall arise between the parties hereto in respect of this agreement or any of the provisions herein contained or anything arising hereunto except in respect of matters on which decision of the Government under clause (6) is declared to be final and binding, the same shall be referred to the arbitration of Director of Medical Education whose decision thereon shall be final and binding on the parties.
- (9) The witness shall bear the stamp duty payable in respect of this agreement if required.
In witness whereof the parties hereto have appended their signature hereunto on the dates respectively mentioned against the signature.

WITNESS :

1.

Signature of the Candidate with date

2.

Signature of the Parent / Guardian with date
(If the Candidate is minor) and full address

Signature of the Head of the Institution with date
for and on behalf of the Governor.

To

The Governor of Tamil Nadu

WHEREAS, the Governor has, in order to secure due performance of the above agreement, demanded security from the candidate.

Now, THEREFORE, in consideration of the admission of the candidate to the said college and his/her continuance there, for training as aforesaid and at the request of the candidate.

- (i) _____ S/o D/o _____ Resident of _____ in
the Taluk of _____ District of _____ (Parent/Guardian of the candidate)
- (ii) _____ S/o D/o _____ Resident of _____ in the
Taluk of _____ District of _____
- (iii) _____ S/o D/o _____ Resident of _____ in the Taluk
of _____ District of _____

hereinafter called "the sureties" on behalf of the candidate do hereby jointly and severally agree that in the event of the candidate committing any breach of any term of the above agreement to which breach the decision of the Government shall be final and binding on the sureties, we shall pay the Government on demand and without demur the sum of ₹ 5,00,000/- (Rupees Five lakhs only) / ₹ 10,00,000/- (Rupees Ten lakhs only) as the case may be; or as the Government may direct and we hereby bind ourselves and representatives for such payment. We further agree that any sum due hereunder shall be recovered as an arrear of land revenue.

We also agree that notwithstanding the provision of Section 133 and 135 of the India Contract Act, 1872 (Central Act IX of 1872) or any other rule of law or equity in that behalf, any indulgence of forbearance shown by the Government to the candidates or any variance in the terms of the contract with the candidate whether with or without the consent of the sureties or either of this shall not operate as a discharge of the sureties obligations under this bond.

Signed by us this _____ day of _____ 2018.

WITNESS :

1. _____
1. Signature of First Surety
Parent / Guardian of Candidate
Full Address :
2. _____
2. Signature of Second Surety
Full Address :
3. _____
3. Signature of Third Surety
Full Address