

APPENDIX-V

AGREEMENT BOND FORM FOR CANDIDATES ADMITTED FOR B.S.M.S/B.A.M.S/B.N.Y.S/B.U.M.S/
B.H.M.S COURSE FOR 2018-2019 ACADEMIC YEAR

This agreement made this ----- day of -----month of 2018 between the Governor of Tamil Nadu (hereinafter called the Governor with expression shall, where the context so admits include his successor in office) of one part and -----son/daughter of -----resident of -----the-----Taluk of -----District (hereinafter called the candidates) 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 B.S.M.S/B.A.M.S/B.N.Y.S/B.U.M.S/B.H.M.S/ course in the Government/Self Financing Medical 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 conditions 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 colleges 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 B.S.M.S/B.A.M.S/B.N.Y.S/B.U.M.S/B.H.M.S Examination the candidate shall serve as "Intern" for the prescribed period as laid down by Indian Medicine Central Council Act(Central Act of 1979).
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 direct as penalty for having breach the contract in the bond.
(ii) Those candidates who fail to comply with clause 3(i), shall have to pay a sum of Rs 3,00,000/- (Rupees Three Lakhs only) or as the Government may direct as penalty for having breach 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 internship 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 allowance and other conditions of service of the candidate shall be regulated by the rules and orders of the Government for the time being internship, for the posts to which he/she is appointed.

6. Candidates who discontinue the course between 7th December and 11th December 2018 are bound by the bond and thereby they shall have to pay a sum of Rs.25.000/- (Rupees Twenty five Thousand only) as penalty for having breached the contract in the bond and the candidates who discontinue the course on or after 12th December 2018 or on or after the last extended cut off date as stipulated by the ministry of AYUSH for 2018-2019 session and on any date of the subsequent years shall have to pay a sum of Rs.10,00,000/- (Rupees Ten Lakhs) as penalty. This penalty is only for candidates who discontinue the course and not for reallocation and movement from one to another category.
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 the decisions of the Government under clause (6) is declared to be final and binding, the same shall be referred to the arbitration of Director of Indian Medicine and Homoeopathy 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 here to have appended their signature hereunto on the dates respectively mentioned against the signature.

Signature of the Candidates and Date

Witnesses:

1.

2.

Signature of the Parent/Guardian and
full address

Director of Indian Medicine and Homoeopathy
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 candidates.

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)-----

Son/Daughter of -----
Resident of -----
Taluk of -----
In the District of -----

(ii)-----

Son/Daughter of -----
Resident of -----
Taluk of -----
In the District of -----

(iii)-----

Son/Daughter of -----
Resident of -----
Taluk of -----
In the 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 to the Government on demand and without the demur sum of Rs,25000 (Rupees Twenty Five thousand only)/ Rs.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 provisions of sections 133 and 135 of the Indian 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 candidate 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 obligation under this bond.

Signed by us this-----day of -----2018

Witness:

1.

2.

1. Signature of First Surety/Parent or
Guardian of Candidate Full address

2. Signature of Second Surety Full address

3. Signature of Third Full address

