

BOND AGREEMENT

Photo

This agreement is made this day of..... between the Governor of Mizoram (hereinafter called the Government) of the one part and Shri/Shrimati.....Son/Daughter of Resident of..... in the..... district (hereinafter called the candidate, which shall where the context so admits include his/her heir, executors, administrators and representatives) of the other part.

Whereas the candidate has on his/her application, been selected for nomination against a seat reserved for a Government of Mizoram nominees, to undergo study for the..... course at the Medical College (hereinafter referred to as the said College).

And whereas the candidate has in consideration of his nomination agreed to complete this study for the said course at the said College, subject to the conditions hereinafter appearing as below:-

NOW, THEREFORE, this indenture of the agreement witnessed and it is hereby agreed as follows:

1. The candidate shall abide by the rules of the said College for the time being in force regulating the conduct of student at the said College and shall pass all the Examinations prescribed for the said course by the University of the Medical Institute concerned.
2. If the candidate leaves the said College before passing the final examination without the prior permission of the Government in writing for any reason whatsoever including illness or if he is discharged or dismissed for misconduct or if he otherwise fails to complete the internship under clause 3 hereof, he will be liable to pay to the Government on demand and without a demur such sums paid to him as stipend and book grant with an interest of 5% thereon as the Government may direct within a period of 1(one) year. The decision of the Government under this clause as to the commission of a breach, as also the compensation payable in respect thereof shall be final and binding on the candidate.
3. Upon passing the BACHELOR OF MEDICINE AND BACHELOR OF SURGERY, BACHELOR OF DENTAL SURGERY, BACHELOR OF PHARMACY & BACHELOR OF SCIENCE (NURSING), the candidate shall serve as an intern of the prescribed period as laid down by the appropriate Council as the case may be.
4. If any dispute arises between the parties hereto in respect of his agreement or any of the provisions here in contained or anything arising here in, the decision of the Government shall be final and binding.
5. Every candidate sponsored by the Government of Mizoram shall serve a compulsory 1 (one) year posting on completion of their respective course(s) if Government so desires. The tenure of rural posting of one year shall include serving under any health care centre/institution run by the Government/Churches/Organisation/Societies as deemed appropriate by the Government of Mizoram, provided that prior permission should be obtained from the Competent Authority in the Health & Family Welfare Department.

In case of failure to comply with the agreement, sponsored candidate shall refund stipend, book grant and any other expenses incurred by the Government during the entire study period within a period of one year and also pay the Government on demand a sum of 10 (ten) lakhs in addition to above refund.

WITNESS.....

Signature.....
Under Secretary to the Government of Mizoram
Health & Family Welfare Department for
And on behalf of Governor

Date Aizawl, the.....

WITNESS

1. Signature
Dated
Full Name
Address
Ph. No

Signature of the candidate.....
Dated.....
Full Name.....
Address.....
Ph. No.....

2. Signature
Dated
Full Name
Address
Ph. No

Know all men by these present that we:

1. I.....S/o.....
Resident ofin the.....
Sub-Division of District.....

2. I.....S/o.....
Resident ofin the.....
Sub-Division of District.....

The above signatories (hereinafter referred to as the surety) on behalf of the candidate do hereby jointly and solemnly agree that in the event of the candidate committing a 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 demur all sums paid as Stipend and Book Grants with 5% simple interest thereon and we hereby bind ourselves and our respective heir, executors, administrators and representatives for such payment. We also agree that notwithstanding the provision of section 133 of the Contract Act 1872(IX of 1872) or any other rule of law or equity in that behalf any indulgence or forbearance shown by the Government to the candidate whether with or without the consent of the sureties of either of this shall not operate as a discharge of the sureties obligation under this bond.

Signed by us thisday of..... In the presence of the
Under Secretary, Health & Family Welfare, Government of Mizoram.

WITNESS

1. Signature
 Dated
 Full Name
 Address
 Ph. No.....

Signature of the first surety.....
 Dated.....
 Full Name.....
 Address.....
 Ph. No.....

2. Signature
 Dated
 Full Name
 Address
 Ph. No

Signature of the second surety.....
 Dated.....
 Full Name.....
 Address.....
 Ph. No.....