

Dean,
B J Medical College,
Civil Hospital Campus,
Ahmedabad

KNOW ALL MEAN BY THESE PRESENT THAT WE Axis Bank Limited, a company incorporated under the Companies Act, 1956 and carrying on Banking Business under The Banking Regulation Act, 1949 and having its Registered Office at 'Trishul', 3rd Floor, Opposite Samartheshwar Temple, Law Garden, Ellis Bridge, Ahmedabad 380 006, Gujarat and its Corporate office at Bombay Dyeing Mills Compound, Pandurang Budhakar Marg, Worli, Mumbai- 400025 and one of its branch office at hereinafter called "the Surety" which expression shall unless excluded by or repugnant to the context include his / her heirs, administrators and assigns) bind ourselves jointly and severally to pay to the Governor of Gujarat (hereinafter called " the government") on demand and without demur a sum of RS. 500000/- (Rs. FIVE LAKH ONLY) at the request of “ **STUDENT NAME** ” (Here inafter called "The student" which expression shall unless excluded by or repugnant to the context include his / her heirs administrators and assigns)

Dated this ____ day of ____, 20__.

WHEREAS the government has decided to prescribe a condition for admission to government Medical college for the M. B. B. S. degree course (hereinafter referred to " the Said course") that every student so admitted shall complete the said course from that college or from any other college in state and that on such completion he/she/ shall if so required by the Government to serve in any of the rural areas (as per Govt. Notification) of the state for a minimum period of One year including one year service in any of rural areas (as per Govt. Notification) of the State on such remuneration as may be prescribed thereof and shall furnish a suitable bond for the due performance of the said conditions.

AND WHEREAS the student who had applied for admission for the said course in “The Dean, B J Medical College, Ahmedabad. “ (Hereinafter referred to us "the said College") has been admitted for the said course.

NOW the condition of the above written obligations is that student shall:

- (1) Diligently prosecute and complete the said course at the said college or any other medical college in the State and pass the prescribed university examination for the said course, and
- (2) within a period of 30 days from the date of his/her completing the period of internship or rotating horsemanship give to the Government by registered post notice in writing intimating the completion of his/her period of internship of horsemanship provided however that if the student is desirous of continuing post graduate studies. Such notice shall expressly specify such desire and request for permission of the Government to continue such post graduate studies and it shall be open to the Government in its absolute discretion to refuse such permission or to grant it subject to the condition that the student shall within one month from the completion of post-graduate course give a like notice to the Government: and
- (3) When called upon by the Government at any time within a period of six months from the receipt of the notice from the student as aforesaid join the state Services and serve in any of the rural areas (as per Govt. Notification) of the state for a minimum period of One year in any rural areas (as per Govt. Notification) as per Govt. Notification of the State at such remuneration as may be prescribed thereof and in the event of the student not being so called upon by the Government to join the State Services and serve them for the aggregate period of one year service in any of the rural areas (as per Govt. Notification) as per Govt. Notification of the State and during the period which the student is required to serve under the provision of this bond faithfully discharge the duties assigned to him/her by the Government or hi/her other superiors with utmost diligence and efficiency and shall observe that rural for time being enforce regulating the conduct of persons so serving.

Then the above written bond shall become void otherwise the same shall remain in full force and virtue.

And in the event of student committing a breach of any of the above terms and conditions the whole

of the amount of Rs. 5,00,000 (Rupees Five lakh only) as per Government of Gujarat Health and Family Welfare Department Gandhinagar Resolution N0.MCG/1019/SFS-26/J, dated 14/08/2019 or such lesser sum as the Government may in its absolute discretion decide, shall become payable jointly, and severally by the student in case of minor student and the above surety forthwith and The Government or The Dean, B J Medical College, Ahmedabad may without prejudice to any other right and remedies of The Dean, B J Medical College recover the same from the and the above surety.

And upon making of such payment the above written obligation shall be void and of no effect, otherwise it shall be and remain in full force and virtue;

Provided always and it is hereby agrees and declared that the decision of the Government as whether the said student has or has not performed and observed any of the obligations and conditions herein before recited and the amount of compensation payable in this shall be final and binding on the parties hereto.

Provided further that the liability of the surety here under shall not be impaired or discharged by reasons of time being granted or any forbearance, act of omission of the Government (with or without the knowledge or consent of the surety) in aspect of or in relation to the several obligations and conditions to be performed or discharged by the student provided that the Government may without prejudice to any other right or remedies of the Government to recover such amounts due here under from the student or from the surety as an arrears of land revenue and provided further that this bond shall in all respect be governed by the laws of India. The expenses of stamp duty on the bond if any, shall be borne by the Government.

I witness whereof the said surety have put their respective hands the day and the year herein above written.

Notwithstanding anything contained herein above,

Our Liability under this bank guarantee shall not exceed

This Bank Guarantee shall be valid up to(Date of Expiry).

We are liable to pay the guaranteed amount or any part thereof under this guarantee, only and only if, you serve upon us a written claim on or before(Claim Expiry Date)

Thereafter the bank shall stand discharged from all its liability under this guarantee and all your rights under this guarantee shall stand extinguished, irrespective of the fact whether the guarantee in original is returned back to us or not.