

**\* SCHEDULE-II-A**

**(DEED OF AGREEMENT)**

(To be executed by all Students admitted into MBBS course)

THIS DEED OF AGREEMENT is made on this ..... day of ..... 20 ..... between the State of Assam, Health and Family Welfare Department to be represented by Shri .....S/O. .... aged about ..... years, presently holding the post of the Director of Medical Education/ Additional Director of Medical Education/ Deputy Director of Medical Education in the Health and Family Welfare Department, Government of Assam hereinafter referred to as the First Party and (Name of the student) .....S/O. ....aged about . ....years, resident of Vill/Town ....., PO. ....,PS. ....Dist ..... State ..... hereinafter referred to as the Second Party.

AND WHEREAS the Second Party has been admitted in the MBBS Course in the .....Medical College, ..... and shall complete the Four and half years plus one year Internship Course.

AND WHEREAS the Second Party shall bear only the admission fees, hostel fees, and other charges for the course and the First Party shall give the monthly stipend to the Second Party during the period of Internship Training on completion of MBBS Course.

AND WHEREAS the Government of Assam shall incur huge expenditure from State Exchequer for the purpose of imparting education to the Second Party in pursuing the MBBS Course in a State Medical Colleges in Assam.

AND WHEREAS in the interest of public service, the First Party has decided to give admission to the Second Party in the MBBS Course at ..... Medical College, .....in the State of Assam and shall bear the expenses of his/her education, other than the admission fees, hostel fees and other charges, in pursuing the said course.

NOW, THEREFORE THIS AGREEMENT WITNESSES THE FOLLOWING TERMS AND CONDITIONS:

1. That, after completion of his/her MBBS Course, the Second Party shall serve the Government of Assam for minimum period of 5 (five) years upon offer of appointment in any State Government Service in the Health and Allied sector including agencies/institutions under NHM and/or any other State/Central Government sponsored Scheme/s inclusive of at least 1(one) year rural service on completion of MBBS Course.
2. That, the First Party shall have the authority to utilize the service of the student i.e. the Second Party in any Hospital/Medical Institutions within the State of Assam where there is necessity of a Doctor in the interest of public service.
3. That, in case of any breach of the terms and conditions as sated hereinabove, the Second Party shall be liable to pay an amount of Rs.30,00,000.00 (Rupees thirty lakhs) only as compensation to the First Party, i.e. the Government of Assam, Health and Family Welfare Department.
4. That, in case of failure to pay the compensation as mentioned above, the First Party shall be at liberty to file a Money Suit and/or take any other appropriate legal action against the Second Party in the competent court to recover the same at the risk and cost of the Second Party.

IN WITNESS WHERE OF the parties hereto have signed, sealed and delivered these presents on the day, month and year mentioned above.

Witness:

1. (Signature of the First Party)

2. (Signature of the Second Party)"