

## DEED OF AGREEMENT

THIS DEED OF AGREEMENT is made on this ..... day of ....., 20.... at ....., Assam

### BETWEEN

The State of Assam, Health and Family welfare Department, represented by ....., aged about ..... years, S/O,D/O,W/O .....presently holding the post of ..... to the Government of Assam, Health and Family Welfare Department, (Which expression shall, unless repugnant to the context hereto, shall mean and include his/her successors, administrators, attorneys, assigns and any person claiming under him/her), hereinafter referred to as **First Party of the First Part.**

-And-

Dr....., aged about.....years, S/O, D/O, W/O....., resident of ..... P.O..... P.S..... Dist..... Pin....., State..... (which expression shall, unless repugnant to the context hereto, shall mean and include his/her legal heirs, successors, administrators, attorneys, assigns and any person claiming under him/her), hereinafter referred to as SECOND PARTY of the Second part.

WHEREAS the **Second Party** has been obtained MBBS Degree from ..... Medical College & Hospital situated at ..... and, after completion of the said course, the Second Party, is now intending to take admission in Post Graduate Degree Course in the Medical College & Hospital of Assam namely..... at Fakhruddin Ali Ahmed Medical College & Hospital, Barpeta.

AND WHEREAS the **Second Party** shall bear only the admission fees, hostel fees and other charges for the aforesaid Post Graduate Degree Course, and the First party shall give the monthly stipend to the Second Party during the period of the said post Graduate Degree Course;

AND WHEREAS, the First Party, i.e. the State of Assam shall incur huge expenditure from the State Exchequer for the purpose of imparting education to the Second Party in pursuing the said Post Graduate Degree Course in the above noted state Medical College & Hospital at Assam Namely Fakhruddin Ali Ahmed Medical College & Hospital, at Barpeta, Assam

AND WHEREAS in the interest of public service, the **First Party** has decided to give admission to the **Second Party** in the said Post Graduate Degree Course in the above noted State Medical College & Hospital of Assam, namely Fakhruddin Ali Ahmed Medical College & Hospital, at Barpeta in the State of Assam, and the First Party shall bear the expenses of his/her education, other than the admission fees, hostel fees and other charges, in pursuing said Post Graduate Degree Course.

**NOW, THEREFORE, THIS AGREEMENT WITNESSTH THE FOLLOWING TERMS AND CONDITIONS:**

1. That after completion of his/her Post Graduate Course, the **Second Party** shall have to compulsorily serve the Government of Assam or eligible agency notified by Department for a mandatory period of 2 (Two) year, following the successful completion of his/her degree.
2. That, the **First Party** shall have the authority to utilized the service of the student i.e., the **Second Party** in any Hospital/Medical Institution within the State of Assam where there is necessity of a Specialist Doctor in the interest of public service, including any eligible agency notified by the Health and Family Welfare Department, and/or any other State/Central Government sponsored scheme/s, or, in any part of the State of Assam, if the Government desires his/her service.
3. That **Second Party** shall be governed by the Medical Colleges of Assam (Regulation of Admission into Post Graduate Degree and Diploma Courses)) rules, 2021, amended up to date.
4. That, in case of any breach of the terms and conditions as stated hereinabove, the **Second Party** shall be bound to pay an amount of Rs. 20 ,00,000/- (Rupees twenty Lakhs) only, in respect of Post Graduate Degree Candidate, or, Rs. 15,00,000 ( Rupees fifteen lakhs) only in respect of Post Graduate Diploma candidate as per Rule 9 (i) of Medical Colleges of Assam (Regulation of Admission into Post Graduate Degree and Diploma Courses) Rules, 2021, amended upto date to the **First Party**, i.e. the Government of Assam, Health and Family Welfare Department as compensation on account of expenses borne for the Second Party in pursuing the aforesaid Post Graduate Course.

5. That, in case of failure to pay the compensation by the Second Party as mentioned above, the First Party shall be at liberty to file Money Suit and/or to take any other appropriate legal action against the Second Party in the competent court at Guwahati, Assam, for recovering the same at the risk and cost of the Second Party

IN WITNESS WHEREOF, the parties hereto, having fully understood the terms and condition of this Agreement and with full knowledge and sound mind have signed sealed and delivered these presents on the day, month and year as mentioned above

**Witnesses:**

1. Signature of the First Party

2. Signature of the Second Party