

SCHEDULE -II-A

DEED OF AGREEMENT

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....., son of aged about years, presently holding the post of 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, son/daughter of, aged aboutyears resident of Vill/Town.....P.O..... P.S....., Dist-....., Pin -, **State.**hereinafter referred to as the **Second Party**.

AND WHEREAS the **Second Party** has been admitted in the MBBS course in the Fakhruddin Ali Ahmed Medical College, Barpeta 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 M.B.B.S. Course in a state Medical College 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 Fakhruddin Ali Ahmed Medical College, Barpeta 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 utilized 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 stated herein above the **Second Party** shall be liable to pay an amount of **Rs. 30,00,000/- (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 WHEREOF the parties here to have signed, sealed and delivered these presents on the day, month and year mentioned above.

Witnesses:

1. Signature of the First Party

2. Signature of the **Second Party**