

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.Umme Nasreen Barbhuiya aged about. 32years, S/O, D/O, W/O. Fakar Uddin Barbhuiya resident
of Hatigaon, Notboma, near Mazar, H/N-26 P.O. Hatigaon P.S..Hatigaon Dist. Kamrup (M)
Pin.781038 , State. Assam(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 Jorhat Medical College
& Hospital situated at Jorhat and, after completion of the said course, the Second Party, is working as
in-service Doctor under the State of Assam, or, any eligible agency notified by the Health and Family
Welfare Department, and now intending to take admission in Post Graduate course in the Medical
College & Hospital of Assam namely.MD. Pathology at Fakhruddin Ali Ahmed Medical College &
Hospital, Barpeta, Assam; under State Health Quota Seat:

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 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 Post Graduate Course in the above noted state Medical College & Hospital of Assam Namely MD. Pathology at Fakhruddin Ali Ahmed Medical College & Hospital, 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 Course in the above noted State Medical College & Hospital of Assam, namely MD. Pathology at Fakhruddin Ali Ahmed Medical College & Hospital, Barpeta, Assam; 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 the said Post Graduate 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 serve the State Government of Assam for a minimum period of 10 (ten) years upon offer of appointment in any State Government Service in the Health and Allied sector, 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.
2. That, the Second Party shall forfeit his/her claim for any service/retirement benefit, in the event of resignation or voluntary retirement from service, prior to completion of the aforesaid minimum period of 10 (ten) years of service as Post Graduate Doctor.
3. 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.
4. That Second Party shall be governed by the Medical College of Assam (Regulation of Admission into Post Graduate Degree) rules, 2021, as amended up to date.
5. 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. 25 ,00,000/- (Rupees twenty five Lakhs) only, as per **Rule 8 (v) of Medical Colleges of Assam (Regulation of Admission into Post Graduate Degree and Diploma Courses) Rules, 2021**, plus the amount of Salary/Stipend

drawn, as compensation, to the **First Party**, i.e. the Government of Assam, Health and Family Welfare Department, on account of expenses borne for the Second Party in pursuing the aforesaid Post Graduate Course.

6. 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