

ANNEXURE V

(Undertaking for Liquidated Damages to be given in stamp paper worth Rs.200/-) 2 Pages to be submitted at the time of admission

BOND

TO KNOW ALL MEN BY THESE PRESENTS, that we (**Student**)
 Residing
 at hereinafter called the
 'Bounden' (which expression shall unless excluded by or repugnant to the context include his heirs, executors, administrators and legal representatives) and
Parent Residing
 at and hereinafter
 called the **first surety and** **second surety** respectively
 (which expression shall unless excluded by or repugnant to the context include their respective heirs, executors, administrators and legal representatives) bind ourselves jointly and severally to pay the Principal, Mount Zion Medical College, Adoor (hereinafter called the College) on demand without demur a sum of Rs. 10,00,000/- (Rupees Ten Lakhs only) as liquidated damages, if discontinuing the course after admission.

Signed this day of
 in the year 2017 by the Bounden Sri
 (Full
 address) In the presence of witnesses: (Name & Official Address is compulsory)

Now the condition of the above written obligation is that in the event of the progress of study, Bounden interrupting or discontinuing course, at any time after the admission, is liable to pay on demand and without demur all the amount spent on the Bounden on account of the said course of studies, together with the liquidated damages of Rs... Rs. 10,00,000/- (Rupees Ten Lakhs only). Indiscipline or misconduct on the part of the Bounden as also the amount of compensation payable and as to whether the Bounden has or has not performed and observed the conditions and Bounden obligations under these presents shall be final and binding on the Bounden and the Sureties.

Provided further that the Bounden and the Sureties do hereby agree that all sums found due to the College under or by virtue of this bond may be recovered jointly and severally from them and their prospective movable and immovable as if such properties sums were arrears of land revenue under the provisions of the Revenue Recovery Act for the time being in force or in such other manner as to the College may deem fit.

It is agreed that the liability of the sureties hereunder shall not be impaired or discharged by reason of time being granted or any forbearance, act of omission of the College (Whether with or without the knowledge or consent of the sureties) in respect or in relation to the several obligations and conditions to be performed or discharged by Bounden or by any

other matter or thing whatsoever which under the law relating the sureties, shall but for this provision have the effect of releasing the sureties from such liability, nor shall it be necessary for the College, to sue the Bounden before doing either of the sureties for amounts due hereunder. It is further agreed that Bounden and sureties do hereby agree to pay fees regularly and will not engage in litigation against payment of fees.

It is agreed that the expense of Stamp duty to this document shall be borne by the Bounden.

In addition to the above submission we are making, we, the admitted student and parent (ward and the Bounden) consent to pay the fees including special fee to the institution agreed at the time of admission and notified to us, periodically when due and will not be challenging against the fee payable in any legal establishment.

IN WITNESS WHEREOF the Bounden and

the parent and

..... and

.....
sureties have put their respective hands the day and year herein above written.

Signed by the Bounden and the parent in the presence of witness:

(Signature of the Bounden)

(Signature of the Parent)

1. Signed by.....
(Signature of the sureties) (Residential Address of the sureties Compulsory)

2. Signed by.....
(Signature of the sureties) (Residential Address of the sureties Compulsory)

1. Signed by.....(Signature the witness)
(Official Address & Residential Address of the witness is Compulsory)

2. Signed by.....(Signature the witness)
(Official Address & Residential Address of the witness is Compulsory)

OFFICE SEAL

Witness must be parent/guardian/husband/wife or serving state government officer or central government officer. The signatures of the candidate and sureties have to be attested by a gazetted officer. The documents proving the relation of the surety to candidate or employment certificate of the state/central government officer should accompany bond.