

**ANNEXURE - I**

TO KNOW ALL MEN BY THESE PRESENTS that we ..... 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 .....  
..... and .....  
..... hereinafter called  
the first surety and second surety respectively (which expression shall unless excluded by repugnant to the context include  
their respective heirs, executors, administrators and legal representatives) bind ourselves jointly and severally to pay the  
Government of Kerala (hereinafter called the Government) on demand without demur a sum of Rs. ....  
(Rupees ..... only) the probable  
amount that Government may have to spend for paying stipend/salary and a further sum of Rs. .... (Rupees  
..... only) as liquidated damages.

Signed this ..... day of ..... in the year of ..... by the Bounden

.....  
In the presence of witness: (Official & Residential Address Compulsory)

(Office Seal)

WHEREAS the Bounden has been under the rules, which will form part of this deed as if incorporated herein, hereinafter called the Rules, selected to undergo the course of study. Government will give the monthly stipend to the Bounden (admissible as per rules) for the study of ..... in Govt. Medical College, ..... condition of his executing a bond supported by two sureties in the terms appearing hereinafter which the Bounden has agreed to do.

Now the condition of the above written obligation is that in the event of the Bounden not conforming to or observing the rules and conditions, regarding the progress of his study or interrupting or discontinuing his course, at any time after the expiry of the validity of the Post graduate Super Specialty select list or participating in a strike or leave the training course on account indiscipline or misconduct on his part, or for other reasons not considered valid and satisfactory by the Secretary to Government of Kerala, Health and Family Welfare Department whose decision in this behalf shall be final, the Bounden and the sureties shall jointly and severally pay and refund to the Government on demand and without demur the liquidated damages of Rs..... (Rupees ..... only) if the bounden discontinues the course after the validity period of the rank list. This decision of the Secretary to Government of Kerala, Health and Family Welfare Department as to the commission of a breach or as to any 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.

It is further agreed and declared that in the event of the Bounden being Unsuccessful in any of the qualifying examinations conducted in the said Institute, the Government may at their discretion, withhold the payment of Stipend for the continuance of further studies and the decision of the Secretary to Government of Kerala, Health and Family Welfare Department in this behalf shall be final and binding.

Provided further that the Bounden and the Sureties do hereby agree that all sums found due to the Government under or by virtue of this bond may be recovered jointly and severally from them and their prospective movable and immovable as if such 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 Government 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 or omission of the Government (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 the 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 not shall it be necessary for the Government, to sue the Bounden before doing either of the sureties for amounts due hereunder.

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

IN WITNESS WHEREOF the Bounden ..... and  
..... and .....  
sureties have put their respective hands the day and year herein above written.

Signed by the Bounden in the presence of witness:

(Signature of the Bounden)

Signed by .....(Residential Address Compulsory)  
(Signature of the First surety)

Signed by .....(Residential Address Compulsory)  
(Signature of the second surety)

In the presence of witness: (Official & Residential Address Compulsory)

(Office Seal)