

To be executed before a First Class Judicial Magistrate on Rs. 100/- Stamp Paper

BY THE PRESENT BOND EXECUTED on this _____, I, _____ hereinafter referred to as "the OBLIGOR/STUDENT" (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include his/her heirs executors administrators and legal representatives) am hereby held and firmly bind myself, the Obligor/Student, unto and in favour of **SANAKA EDUCATIONAL TRUST**, a trust duly registered under the **WEST Bengal societies registration act, 1961**, having its registered office at B-150 COLUMBIA STREET, BIDHANNAGAR, DURGAPUR- 713212, hereinafter referred to as "the OBLIGEE" (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include its successor or successors-in-office and /or assigns), in the sum of **Rs. 19,18,000/- (Rupees Nineteen lakhs Eighteen Thousand)only** of the lawful money of the Union of India to be paid to the said Obligee, for which payment to be truly and faithfully made, I, the Obligor/Student, bind myself and my heirs executors administrators and legal representatives AND We(1)

_____ and(2) _____ both residing at _____ hereinafter referred to as "the **Guarantors**" (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include his/her/their heirs executors administrators and legal representatives) hereby guarantee payment of the said sum of **Rs. 19,18,000/- (Rupees Nineteen lakhs Eighteen Thousand) only** by the Obligor/ Student to the said Obligee.

Whereas the Obligor/ Student herein has been selected for admission to the Under Graduate Medical Degree (MBBS) course for the academic section 2024-25 at Shri Ramkrishna Institute of Medical Sciences & Sanaka Hospitals established and run by the Obligee herein, and the Obligor/Student is required to make payment to the Obligee of the fees therefore, being an aggregate sum **Rs. 19,18,000/- (Rupees Nineteen lakhs Eighteen Thousand) only** for Semester 3 to Semester 9 @ **Rs. 2,74,000/- (Rupees Two Lakhs Seventy Four Thousand) only** per Semester, details whereof are mentioned in the Annexure "A" hereto, it being recorded that the fees of Semester 1&2 has already been paid at or before the execution hereof.

AND WHEREAS the Obligor/Student has already deposited the original documents for his academic qualifications with the Obligee and the same are to be returned only upon the obligor/Student making payment of the said sum of **Rs. 19,18,000/- (Rupees Nineteen lakhs Eighteen Thousand) only** to the obligee in full, after completion of the said MBBS Course.

AND WHEREAS payment of fees by the Obligor/Student to the Obligee for all the remaining Semesters (i.e. Semester 3 to Semester 9) has been necessitated owing to the fact that Obligee will not be able to admit any other student for the seat allotted to the Obligor /Student in case the Obligor/Student quits or does not pursue or complete the said course.

AND WHEREAS the Obligor /Student is executing this Bond in favour of the Obligea for the said sum of **Rs. 19,18,000/- (Rupees Nineteen lakhs Eighteen Thousand)only**; and the Guarantors are hereby guaranteeing payment of the said sum of **Rs. 19,18,000/- (Rupees Nineteen lakhs Eighteen Thousand)only** by the Obligor/Student to the said Obligea.

AND WHEREAS the Guarantors have represented and assured the Obligea that the aggregate net worth of the Guarantors is in excess of **Rs. 19,18,000/- (Rupees Nineteen lakhs Eighteen Thousand) only** and in support thereof, the Guarantors have provided to the Obligea the following documents:

a) Income Tax Returns for the last three years;

I. **NOW THE CONDITION OF ABOVE WRITTEN BOND IS** as follows, i.e. to say:

1. In case the Obligor/Student regularly and punctually makes payment of the fees for all the remaining semesters (i.e. Semester 3 to Semester 9) as mentioned in ANNEXURE "A", hereto , then this bond shall be void ; otherwise the same shall be and remain in full force and virtue;
2. Alternately, in case, for any reason whatsoever , the Obligor/Student quits or does not nor cannot or is unable to pursue or complete the said Course , then the Obligor/Student shall be obliged to make payment of the fees for all the remaining semesters and upon the Obligor/Student makes payment thereof, this bond shall be void; otherwise the same shall be and remain in full force and virtue;

II. **GUARANTEE BY GUARANTORS:** The Guarantors do and each of them doth hereby jointly and/or severally irrevocable and unconditionally guarantee to the Obligea the due and full compliance by the Obligor/Student herein of its obligations and liabilities herein, and in connection with the aforesaid, the Guarantors agree and covenant with the Obligea as follows:

- i. This Guarantee shall be enforceable against the Guarantors or any of them at the first Instance notwithstanding any security or right of action that the Obligea may have against the Obligor/Student under these presents or otherwise.
- ii. No changes whatsoever in these presents (including the extension of period therein or any time given or any indulgence granted or security released or any compromise or adjustment between the Obligor/Student and the Obligea) shall impair or discharge the liability of the Guarantors or any of them in any manner whatsoever.
- iii. In order to give effect to this guarantee, the Guarantors hereby declare that the Obligea shall be at liberty to act as if the Guarantors were the Obligor/Student herein and the Guarantors hereby waive all and any of their rights as surety which may at any time be inconsistent with any of the above provisions.
- iv. This Guarantee shall be a continuing one and irrevocable and shall remain valid in force till the said Bond becomes void as aforesaid.

- v. The Guarantors shall create equitable mortgage(s) by deposit of title deeds in favour of the Obligee in respect of the following properties , which mortgage shall remain in force till such time this Bond is in force and does not become void;
 - i) Registered in Book-1, CD volume No.I, Page 3252 to 3267, being No. 00157for the year 2010
- vi. The Guarantors shall pledge in favour of the Obligee the following properties, which pledge shall remain in force till such time this Bond is in force and does not become void: i)Registered in Book-1, CD Volume No.I , Page 3252 to 3267, being No.00157 for the year 2010.
- III. The stamp-duty payable in respect of these presents shall be borne and paid by the Obligor/ Student and the Guarantors.

SIGNED SEALED AND DELIVERED by me,

The above named **OBLIGOR/STUDENT**, at

KOLKATA in the presence of:

SIGNED SEALED AND DELIVERED by me,

The above named **GUARANTORS**, at

KOLKATA in the presence of: