

BOND

(Total value of Rs.200/-Kerala Stamp Paper)

To be executed by all candidates admitted to BDS courses in the State

TO KNOW ALL MEN BY THESE PRESENTS THAT we
.....
Son/ daughter/ husband/ wife of.....
residing at

(hereinafter called the Bounden) and (1)
residing at.....

..... and (2)residing at

..... (hereinafter called `the sureties`) do hereby bind ourselves and each of us, our and each of our heirs, executors and administrators jointly and severally to pay to the Governor of Kerala (therein after called the Government) on demand without demur a sum of Rs.5,00,000/- (Rupees five lakhs only) in the case of BDS Course towards liquidated damages/penalty for violaion of the conditions as per clause 12.2.4(a) (ii) specified In the GO (MS) No.22/2019/H.Edn. Dated 01/02/2019 during the admission of 2019-20 academic year.

WHEREAS the Bounden has been under the rules, which will form part of this deed as if incorporated herein, hereinafter called the Rules, admitted to undergo the course of study of B.D.S in GOVERNMENT DENTAL COLLEGE, ALAPPUZHA on condition of his/her executing a bond supported by two sureties in the terms appearing herein after 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 select list or participating in a strike or leave the course on account of indiscipline or misconduct in 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 the liquidated damages of Rs.5,00,000/- (Rupees five lakhs only). 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 boundens 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 Government under or by virtue of this bond may be recovered jointly and severally from them and their properties 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 of 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 nor 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.

Signed thisday ofin the year 2019 by the Bounden

Sig nature

In the presence of witness -----

(Official & Residential Address compulsory)

(Office Seal)

Signed by (First surety) -----

(First Surety's Residential Address Compulsory)

Signed by (second surety) -----

(Second Surety's Residential Address Compulsory)

In the presence of witness: -----

(Official and Residential Address Compulsory)

Office Seal