

BANK GUARANTEE

This Deed of Bank Guarantee is made on between BANK a body corporate, constituted under the Banking Companies (acquisition and transfer of undertakings) Act No. 40 of 1980, having its Head Office at and amongst other branches a branch at (hereinafter referred as to "THE BANK" which expression shall unless repugnant to the context or contrary to the meaning thereof, includes its successors and assignees).

AND

Swami Vivekanand Subharti University, established under the Swami Vivekanand Subharti University Act, the Act no. 29 of 2008 having its office at Subhartipuram, NH-58, Meerut Bypass Road, Meerut-250005 (hereinafter called as "THE SVSU" which expression shall unless repugnant to the context or contrary to the meaning thereof, includes its successors and assignees).

Bank Guarantee no.

Dated

WHEREAS Swami Vivekanand Subharti University or THE SVSU is running Subharti Medical College at Meerut which is a constituent College of SVSU and is imparting education and training for MBBS course. Subharti Medical College is called as THE SMC in short herein after,

Whereas s/o r/o is desirous of getting his son/daughter admitted in the MBBS course of THE SMC, Meerut. Both Mr.....and Mr./Ms..... are called as the 'INTERESTED PARTY' herein after,

AND WHEREAS the Director General Medical Education, U.P., has allotted a seat to s/d of for getting admission in the SMC And whereas THE SMC is prepared to give admission to s/d of in academic session 2017-18 on the condition that they will furnish a Bank Guarantee of Rs. 35.7 Lacs (Rupees Thirty Five Lacs and Seventy Thousand only), in favor of THE SVSU from a Nationalized/Scheduled Bank.,

AND WHEREAS THE BANK at the request of the 'INTERESTED PARTY' agreed to provide such a guarantee in the form acceptable to the SVSU.

NOW THIS DEED WITNESSETH AS FOLLOWS:

1. In consideration of the foregoing, THE BANK hereby guarantees to the SVSU, the payment by the 'INTERESTED PARTY' a sum of Rs. 35.7 Lacs (Rupees Thirty Five Lacs and Seventy Thousand only) at the rate of Rs. 8.5 lacs (Rupees Eight Lacs and Fifty Thousand only) as annual tuition fee in the SMC

head and Rs. 1.70 lacs (Rs. One Lac and Seventy Thousand only) in the SVSU head, payable in July every year in the years of 2018, 2019 and 2020 and Rs. 4.25 lacs (Rupees Four Lacs and Twenty Five Thousand only) as annual tuition fee in the SMC head and Rs. 0.85 lacs (Rs. Eighty Thousands only) in the SVSU head on 31st July 2021, for the study of MBBS course in THE SMC and undertakes irrevocably to be responsible to THE SVSU as surety for the INTERESTED PARTY for the due performance of its said obligations to the extent of Rs. 35.7 Lacs (Rupees Thirty Five Lacs and Seventy Thousand only) in total as mentioned herein above, and in the event of any breach of any of its said obligations THE BANK agrees to pay to the SVSU, within 15 days of the receipt by the Bank of a notice of notice of demand in writing from THE SVSU, without protest or demur and without recourse to the INTERESTED PARTY such amount of amounts as claimed by the SVSU from the Bank shall not exceed the aggregate sum of Rs. 35.7 Lacs (Rupees Thirty Five Lacs and Seventy Thousand only) in total.

2. That the guarantee contained herein shall remain in full force and effect till 31-10-2021.
3. That the Bank Guarantee shall not be released or discharged as surety nor shall the Bank's liabilities and obligations under these presents be in any way affected impaired or discharged by any variance made with SVSU, in the terms of this deed.
4. That THE BANK shall not revoke this guarantee during the currency except with the previous consent of the SVSU in writing and agrees that any change in the constitution of THE SVSU the Bank shall not discharge the Bank of its liability hereunder.
5. Notwithstanding anything contained herein above, our liability under this Guarantee shall be limited to an amount of Rs. 35.7 Lacs (Rupees Thirty Five Lacs and Seventy Thousand only) in total and shall remain valid up to 31.10.2021 and we are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if the SVSU serves upon us a written claim duly received by an authorized official of the bank of demand on yearly basis as mentioned in para herein above or at one time before 31-10-2021. All the rights of the INTERESTED PARTY shall be relieved and bank shall be discharged from all liabilities under this Guarantee after 31-10-2021.

Authorised Signatory