

## AGREEMENT

This Agreement is made between Subharti Medical College, Meerut, through its Assistant Legal Officer Mr. Sanjay Kumar S/o Shri Gyan Singh R/o Subhartipuram, N.H. 58, Delhi Haridwar Bypass Road, Meerut, U.P. which is called as Party No.1 or the First Party hereinafter,

AND

Mr./Ms./Miss. .... (Student Name) S/o, D/o, W/o Mr. .... (Father/Husband Name), R/o .....(Address), which is called as Party No.2 or the Second Party hereinafter AND Mr. .... (Student Father/Husband Name) S/o Sh. ...., R/o ..... who is the father/husband of Party No.2 and is called as party No.3 or the Third Party hereinafter. The terms and conditions of the Agreement shall be as follows:-

1. That the Party No.2 has been allotted a seat in the course of .....(MD/MS/Diploma) for admission in the department of ....., at the Subharti Medical College, Meerut, a constituent College of Swami Vivekanand Subharti University, Meerut ) through central counseling conducted by the State Government of UP.
2. That the Party No. 2 & 3 have been given the '**Document A**' by the party no. 1, which contains the fee structure as decided by Government of Uttar Pradesh vide order no. 238/71-4-18-37/2015 dated 31-03-2018 and mentioned in Point no. **1 A (i)**.
3. That the '**Document A**' also contains the Fee Structure fixed by Swami Vivekanand Subharti University, the affiliating University of the party no. 1 in Point no. **1. B (i)**. A copy of the '**Document A**' is enclosed with this agreement.
4. That the Party No. 2 & 3 have carefully read the **Document A** and understood that the fee structure fixed by State Government is under challenge before the Competent Legal Forum / Hon'ble Court.
5. That the fee finally decided by the Competent Legal Forum/ Hon'ble Court shall be acceptable to the Party No. 2 & 3.
6. That the Party No. 2 & 3 promise to pay the difference amount of the fee if any, from the beginning of the course within the stipulated time as decided by the University.
7. That the Party No. 2 & 3 have thoroughly read and understood the condition no. 2(iii) of the '**Document A**' .
8. That the Party No. 2 & 3 understand the duty and commitment of the party no. 2 towards the patients' care. The Party No. 2 & 3 undertake that the party no. 2 will not engage him in any activity, which is detrimental to the interest of the patients of

the hospital of party no. 1 and will do all efforts to maintain the occupancy of the ward allocated to him/her more than 80%, which is as per MCI norms.

9. That the Party No. 2 & 3 assure that the party no. 2 will not refer any patient to any other hospital or nursing home without the written permission of the consultant. The Party No. 2 & 3 agree that in case, the party no. 2 is found referring any patient to any other hospital or nursing home without the written permission of the consultant or the competent authority appointed by the party no. 1 or if he/she is found involved in any activity which may result in lowering the bed occupancy of his/her ward below 80%, the party no. 2 shall be liable for punishment as mentioned in clause 2 (iii) of the '**Document A**'.
10. That the Party No. 2 & 3 understand the duty and commitment of the party no. 2 towards the public living in rural and sub-urban areas. The Party No. 2 & 3 agree that the Party No. 2 will be bound to join the party no. 1, after passing the course, on the appropriate post offered to him by the party no. 1 to serve the masses living in rural, urban and sub-urban areas and work there for a period of two years.
11. That the Party No. 2 & 3 have been told that the Party No. 2 will be paid salary of that post on which the Party No. 2 is appointed after passing the course, as per the norms of the party no. 1.
12. That the Party no. 2 & 3 shall be bound to this effect that the Party no. 2 will do the job as mentioned in clause no. 10 herein above. The Party no. 2 & 3 undertake that in case the Party no. 2 does not fulfil the condition mentioned in clause no. 10 the Party no. 2 & 3 will be liable to pay a sum of Rs. 50,00,000/-- (Rs. Fifty lacs only) to the party no. 1 as compensation.

**Party No. 1**

Mr. Sanjay Kumar S/o Shri Gyan Singh  
Assistant Legal Officer,  
R/o Subhartipuram, N.H. 58,  
Delhi Haridwar Bypass Road, Meerut, U.P

**Party No. 2**

(Student Name)  
S/o, D/o, W/o Mr. ....

**Party No. 3**

Mr. .... (Student Father/Husband Name)  
S/o Sh. ...., R/o .....

Witness:

1. ....
2. ....