

**ANNEXURE-A**

***Bond to be executed*** by the student and his/her sureties on ***non judicial stamp paper of ` 200/-***

**INDEMNITY BOND**

This indemnity Bond is made and executed on this the \_\_\_\_\_ day of \_\_\_\_\_ 2016 by

(1) Mr./Ms. \_\_\_\_\_ aged about \_\_\_\_\_ years son/daughter/wife  
of Mr. \_\_\_\_\_ residing at \_\_\_\_\_

\_\_\_\_\_ and now admitted to \_\_\_\_\_ programme in the All  
India Institute of Speech & Hearing, Mysore, (Hereinafter referred to as the **STUDENT**)

2) Mr./Ms. \_\_\_\_\_ aged about \_\_\_\_\_ years, son/daughter/wife of Sri  
\_\_\_\_\_ residing at \_\_\_\_\_

(Hereinafter referred to as the **FIRST SURETY**)

(3) Mr./Ms. \_\_\_\_\_ aged about \_\_\_\_\_ years,  
son/daughter/wife of \_\_\_\_\_ residing at \_\_\_\_\_

\_\_\_\_\_ (Hereinafter referred to as the **SECOND SURETY**) (All the three collectively referred to as the INDEMNIFIERS) IN FAVOUR OF THE ALL INDIA INSTITUTE OF SPEECH & HEARING, MYSORE, Represented by its Director (Hereinafter referred to as the society) also (referred to as the INDEMNIFIED) witnesseth as under :-

WHEREAS, the student had made an application for admission to \_\_\_\_\_ programme during this year 20\_\_ -20\_\_ and having been selected for that programme, has now come forward to get himself / herself admitted by remitting the prescribed fee and by complying with all other incidental terms and conditions, and

WHEREAS, the Society which has started various programmes has to incur considerable expenditure on establishment, faculty, equipments, specialised services, payment of stipends and fellowships to students, etc., and

WHEREAS, the Society in the past had come across several instances,

- a) of students dropping out of the programme, after getting admission, but before the commencement of academic activities, thus providing a chance for filling-up of the seat so vacated by them:
- b) of students dropping out of the programme, after commencement of academic activities, in the middle of the programme, thus stalling the entry of any other student against that seat for the duration of the entire programmes;
- c) of students successfully, completing the programme, but failing to fulfil the conditions of rendering prescribed compulsory service;
- d) of students joining different programmes under Self-Financing Scheme and dropping out of the programme either after getting admission and before the commencement of academic activities and thus providing a chance for filling up of the seats so vacated by them; or after commencement of academic activities but in the middle of the programme, thus stalling the entry of any other student against that seat for the duration of the entire programme, causing not only financial loss to the institute, but also loss in terms of depriving the society qualified personnel for rendering services, as well as offering sub-standard service (while lacking qualifications to serve)\* and

WHEREAS, to ensure that students who earnestly aspire for a career in Speech & Hearing alone join the programme and thus put an end to the contemplated loss in terms of money to the Institute and in terms of qualified personnel to serve the society, thought it fit to insist upon execution of an INDEMNITY BOND from the students seeking admission to the programmes along with sureties, NOW THEREFORE, this Indemnity Bond witnesseth

- 1) That in the event of the student withdrawing from the programme and seeking cancellation of his/her admission, before the closure of admission for the current academic year and the seat so vacated by him/her is filled-up by another student in the waiting list, he shall forego all payments made by him/her to the Institute and the University and shall also be liable to pay an additional sum of ` 5,000/- by way of nominal liquidated damages towards the inconvenience caused to the Institute.
- 2) That in the event of the student withdrawing from the programme and seeking cancellation of his/her admission, for whatever reason, after the closure of admission for the academic year, and thus stalling the entry of any other student against that seat for the duration of the entire programme, he/she shall forego all payments made by him/her to the Institute and the University and shall also be liable to repay the entire sum drawn by him/her as stipend/fellowship up to the date of cancellation of his /her admission and shall also be liable to pay an additional sum of ` \*\_\_ by way of liquidated damages towards the loss caused to the Institute, i.e., reduction in the seat for the programme permanently, thereby impairing the full intake of students for the whole duration of the programme.
- 3) That in the event of a student admitted to any of the programmes under Self-Financing Scheme, withdrawing from the programme and seeking cancellation of his/her admission, before the closure of admission for the current academic year and the seat so vacated by him/her, is filled up by another student in the waiting list, he shall forego all payments made by him/her in the Institute and the University and shall also be liable to pay an additional sum of ` 5,000/- by way of nominal liquidated damages towards the inconvenience caused to the institute.
- 4) That in the event of a student admitted to any of the programmes under Self-Financing Scheme, withdrawing from the programmes and seeking cancellation of his/her admission, for whatever reason, after the closure of admission for the academic year and thus stalling the entry of any other student against that seat for the duration of the

entire programme, he/she shall forego all payments made by him/her to the Institute and the University and shall also be liable to repay the entire sum drawn by him/her as stipend/fellowship up to the date of cancellation of his/her admission and shall also be liable to pay an additional sum equivalent to the outstanding balance of fee payable by him/her under the Self-Financing Scheme and a sum of ` \*\_\_\_\_\_ by way of liquidated damages towards the loss caused to the Institute, i.e., reduction in the seat for the programme permanently thereby impairing the full intake of the students for the whole duration of the programme.

- 5) That in the event of the student refusing to serve the society i.e., All India Institute of Speech and Hearing, Mysore or any other Government Organization, located in India for a period of one year, if required to do so, within a period of one year after qualifying himself/herself for full registration, he/she shall be liable to repay the entire sum drawn by him/her during the tenure of the programme, as stipend/fellowship and also liable to pay an additional sum of ` \*\_\_\_\_\_ by way of liquidated damages towards the inconvenience caused to the Institute.
- 6) That in the event of the society or any other Government organisation not indenting upon the services of the student within a period of one year after his completion of the programme, the liability of the Indemnifiers under this bond shall come to an end.
- 7) That in the event of any unreasonable delay in making payment of the amounts stipulated under this Bond, the Indemnifiers shall be liable to pay interest on that amount at the rate of \_\_\_\_\_ % per annum or at such rates that may be specified by the institute.
- 8) That the Indemnifier referred to as earlier shall be jointly and severally liable to pay to the Institute the liquidated damages spelt-out above.

- 9) That the Director of the Institute shall have discretion of waiving either part or full amount of liquidated damages payable by the Indemnifiers under this Bond, for reasons to be recorded in writing. In this context, either the student or the sureties can make a written representation with supporting documents, explaining how they are entitled to invoke this clause to urge for waiver of their liability to pay liquidated damages.
- 10) That the students as well as the Sureties, who have furnished their respective addresses as detailed earlier, shall keep the Institute informed of any change in their address, which shall be recorded by the Institute. Any notice sent by the Institute either to the address of the Indemnifiers noted hereinabove or to their changed address and shall bind the Indemnifiers to fix-up consequential liability under this Bond. In case, the Indemnifiers were to commit the default in reporting their changed address, additional effort for the Institute to trace their correct address, they shall be liable to pay additional damages of ` 10,000/- to the Society.
- 11) That any decision that may be taken by the Director of the Institute, as to breach of any obligation imposed on the student or as to the amount of liquidated damages payable by him, shall be final and binding on all the Indemnifiers. It is made clear that the decision of the Society, as to whether the student has or has not performed and observed all the conditions and covenants and obligations imposed upon him, shall be final and binding on the parties to this Indemnity Bond.
- 12) That the undertaking given by the Indemnifiers herein shall not be construed merely as a personal undertaking, but it shall be binding on the respective heirs, administrators, successors, etc., who may inherit any property of the Indemnifiers.

IN WITNESS WHEREOF, the Indemnifiers and the INDEMNIFIED have hereto affixed their signatures to this Indemnity Bond, in the presence of under mentioned witness:

**WITNESSES:**

1.

1.

2.

2.

3.

INDEMNIFIERS

INDEMNIFIED.

<i>*Diploma</i>	-	` 50,000/-
<i>PG Diploma</i>	-	` 1,00,000/-
<i>Under graduate</i>	-	` 2,00,000/-
<i>Post graduate</i>	-	` 2,50,000/-