(Rs.200/Bond Paper)
First Party: Candidate
Second Party: Prashanthi Balamandira Trust

VOLUNTARY SCHOLARSHIP ELECTION, SERVICE BOND, WAIVER AND INDEMNITY AGREEMENT

This Agreement is executed on this ___ day of _____ 2025,

BETWEEN

Mr./Ms. _____, NEET-PG Rank No. _____, having been allotted a Post Graduate Medical seat in the specialty of _____ at **Sri Madhusudan Sai Institute of Medical Sciences and Research (SMSIMSR)** through **KEA / All India Counselling**, hereinafter referred to as **"the Candidate"** (which expression shall include his/her heirs, executors and legal representatives),

AND

Sri Madhusudan Sai Institute of Medical Sciences and Research, a Constituent College of **Sri Sathya Sai University for Human Excellence (SSSUHE)**, established under Karnataka State Act 17 of 2018, hereinafter referred to as **"the Institution / University"** (which expression shall include the University, Prashanthi Balamandira Trust, and their successors and assigns).

A. The Candidate has been **allotted a Post Graduate Medical seat purely on merit** through NEET and KEA / All India Counselling.

B. The allotment and admission to the said seat are **not conditional** upon acceptance of any scholarship, service bond, compulsory hostel residence, or post-qualification service obligation referred to herein.

C. The Institution, through **Prashanthi Balamandira Trust**, offers a **100% voluntary scholarship** covering tuition fees, hostel and boarding, University fees, examination fees and allied charges, subject to specified conditions.

D. The Candidate, having been fully informed of the option to pursue the course by paying the notified fees **without any such conditions**, has **voluntarily elected** to accept the scholarship.

NOW, THEREFORE, in consideration of the mutual covenants herein, the parties agree as follows.

1. Declaration of Free and Informed Choice

1.1 The Candidate unequivocally declares that admission to the course is based solely on merit and that acceptance of the scholarship is not a pre-condition for admission or continuation of the course.

1.2 The Candidate confirms that the choice to accept the scholarship has been made **voluntarily, consciously, and after due deliberation**, with full knowledge of its terms and consequences.

---

2. Election of Scholarship and Consideration

2.1 The Candidate hereby voluntarily elects to accept the 100% Scholarship, which includes waiver/payment of tuition fees, hostel accommodation and boarding charges, University and examination fees, and all allied institutional charges for the entire duration of the Post Graduate Medical Course.

2.2 The Candidate acknowledges that the scholarship is not an entitlement or right, that its grant is a discretionary philanthropic benefit, and that it constitutes valid consideration for the obligations undertaken under this Agreement.

---

3. Service Obligation (Service Bond)

3.1 In consideration of the scholarship availed, the Candidate **irrevocably undertakes** to render **compulsory service for a minimum period of three (3) years** after successful completion of the Post Graduate Medical Course.

3.2 Such service shall be rendered at any hospital, institution or healthcare facility **established by, affiliated to, or designated by** the Institution / University / Trust, including rural or medically underserved areas.

3.3 During the service period, the Candidate shall be **paid remuneration/salary** as per the norms of the Institution/University. The service obligation shall **not be construed as forced labor or bonded labor**, but as a contractual obligation voluntarily undertaken.

---

4. Hostel Residence and Conduct Obligations

4.1 The Candidate agrees to **compulsory residence in the University hostel** for the prescribed duration and to comply with the Hostel Rules.

4.2 The Candidate shall adhere to the **University Rules, Code of Conduct, and disciplinary regulations**, as amended from time to time.

4.3 The Candidate acknowledges that these obligations are **integral to the residential and disciplinary framework** of the Institution and are linked to the scholarship availed.

---

5. Events Constituting Breach

Any of the following shall constitute a **material breach** of this Agreement:

(a) Voluntary discontinuation of the course after admission
(b) Failure to complete the course
(c) Refusal or failure to report for service
(d) Premature cessation of service during the bond period
(e) Termination attributable to the Candidate's misconduct or rule violations

---

6. Liquidated Damages

6.1 Upon breach, the Candidate shall be liable to pay to the Institution, **as liquidated damages/penalty**, a sum equivalent to **four (4) times the tuition fees applicable to NRI/Management quota seats** for the concerned specialty for the relevant academic year.

6.2 The parties expressly agree that the stipulated amount represents a genuine pre-estimate of loss under Section 74 of the Indian Contract Act, 1872, including financial expenditure incurred, loss of assured medical service to rural and underserved populations, administrative and academic disruption, and the opportunity cost of the scholarship seat.

6.3 The liability to pay liquidated damages under this Agreement shall be **absolute and enforceable upon occurrence of a breach**, and the Institution shall be entitled to recover the same **forthwith**, subject only to compliance with the requirement of issuance of notice and opportunity of explanation as provided herein. The stipulated amount shall be recoverable **without reduction, set-off, or waiver**.

---

7. Waiver of Challenges and Estoppel

7.1 The Candidate voluntarily and irrevocably waives any present or future challenge to this Agreement or the obligations arising hereunder, including on the grounds of arbitrariness, coercion, or alleged violation of constitutional or personal rights.

7.2 Having accepted and availed the scholarship benefits, the Candidate shall be **estopped in law and equity** from retaining such benefits while disputing or refusing to comply with the corresponding obligations.

---

8. Indemnity

The Candidate shall indemnify and keep indemnified the Institution, the University, the Trust, and their respective officers, employees, and representatives from and against all claims, demands, losses, damages, costs, and litigation expenses (including reasonable legal fees) arising out of or in connection with any breach of this Agreement or the obligations undertaken hereunder.

---

9. Governing Law and Jurisdiction

This Agreement shall be governed by the **laws of India**, and the courts within the **State of Karnataka alone** shall have exclusive jurisdiction.

---

10. Final Acknowledgment

The Candidate and the Parent/Guardian jointly confirm that the contents of this Agreement were read over and explained to them in a language understood by them, that adequate time and opportunity were provided to seek independent advice, and that the execution of this Agreement is free, voluntary, and without coercion, undue influence, or misrepresentation.

SIGNATURES

Candidate
Signature: _____
Name: _____
Date: _____

Father / Mother / Guardian
Signature: _____
Name: _____

For SMSIMSR / SSSUHE
Authorized Signatory: _____
Designation: _____