To be submitted by the MANAGEMENT QUOTA Student

To be printed on 100 Rs Non-judicial stamp paper

BANK GUARANTEE

THIS GUARANTEE is issued by_____*(Bank)*, a body corporate constituted under the_____Act 19, having its Head Office at_____and Branch Officiate _____, hereinafter referred to as "the **BANK**" (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include its successors or successors-in-office and/or assigns) **in favor of JAGANNATH GUPTA INSTITUTE OF MEDICAL SCIENCES & HOSPITAL,** BUITA, BUDGE BUDGE.
WHEREAS:

A. Mr./Ms._____*son / daughter /wife* of_____, residing at _____ (hereinafter referred to as "the **Student**") has been selected for admission to the Post Graduate **(MD/MS)** Course **Academic Year 2026-27** at **JAGANNATH GUPTA INSTITUTE OF MEDICAL SCIENCES & HOSPITAL,** BUITA, BUDGE BUDGE, and the Student is required to secure the Society in the sum of **Rs 54 lakhs)** only, being fees for two years @**Rs 27 lakhs)** per year, details whereof are mentioned in the **Annexure "A"** here to.

B. At the request of the said Student, the Bank is issuing this guarantee in favor of the College for the said sum of **Rs. 54 lakhs. NOW THIS DEED OF GUARANTEE WITNESSETH** as follows:

1. We, the Bank above named, at the request and desire of the Student, do hereby irrevocably and unconditionally guarantee to pay a sum of **Rs. 54 lakhs** to the College as a security for due payment of the Fees by the Student to the college as hereinbefore stated. The Bank agrees and confirms that the said guarantee shall be available as a security for meeting, satisfying, discharging or fulfilling all or any obligation or liability of the Student as directed and decided by College, with no reference to the Student.

1.1 It is clarified that in the event of the Student making payment to the College of any installment of fees as per **Annexure "A"** or otherwise and the College notifying in writing to the Bank of such payment, the Guarantee amount shall stand reduced to that extent.

2. The Bank hereby agrees that if in the opinion of the College, the Student has failed to make payment of any installment of fees, or has been or may become unable to meet, satisfy, discharge or fulfill any obligation liability or commitment or any part thereof to the college, then without prejudice to the rights of the College under its rules, bye-laws or regulations or otherwise, the college may at any time thereafter and without giving any notice to the Student invoke this guarantee to meet the aforesaid obligations, liabilities or commitments of the Student.

2.1 It is clarified that in case the Obligor / Student quits or does not or is unable to pursue or complete the said Course for any reason whatsoever, then the College may at any time thereafter and without giving any notice to the Student invoke this guarantee and the Bank shall make payment of the entire guarantee amount (or the residue thereof as may remain) to the College without any demur, protest or contestation.

3. The Bank undertakes that it shall, on first demand of the College, without any demur, protest or contestation and without any reference to the Student and notwithstanding any contestation by the Student, pay to the College the entire guarantee amount (or the residue thereof as may remain) as may be demanded by the College from time to time. The decision of the College as to the obligations or liabilities or commitments of the Student and the amount claimed shall be final and binding on the Bank, and any demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee.

4. The guarantee shall be a continuing guarantee and remain operative in respect of each of the obligations, liabilities or commitments of the Student severally and may be enforced as such in the discretion of the College, as if each of the obligations, liabilities or commitments had been separately guaranteed by the Bank. The guarantee shall not be considered as cancelled or in any way be affected on any demand being raised by College but shall continue and remain in operation in respect of all subsequent obligations, liabilities or commitments of the Student. However, the maximum aggregate liability of the Bank during the validity of the guarantee shall be restricted to an aggregate sum of **Rs. 54 lakhs**

5. The college shall be at liberty to vary, amend, change or alter any terms or conditions or its rules or bye laws or regulations from time to time, without thereby affecting its rights against the Student or the Bank or any other security belonging to Student now or hereafter held or taken by College at any time. The discretion to make demands under this guarantee shall exclusively be that of College and College is entitled to demand hereunder notwithstanding being in possession of any deposits or other securities of the Student.

6. The validity of this guarantee shall not be affected in any manner whatsoever if College takes any action against the Student including declaration of a defaulter, suspension or expulsion of the Student.

7. This guarantee shall not be affected by any change to the constitution of College or the Bank and it shall remain in force not withstanding any forbearance or indulgence that may be shown by the College to the Student.

8. The Bank undertakes to pay to the College on simple demand, the amount(s) hereby guaranteed immediately after being served with a written notice(s) requiring the payment of the amount or any part thereof either by hand delivery or by Registered Post or by Speed Post or email without demur and without requiring the College to invoke any legal remedy that may be available to them to compel the Bank to pay the same even if the Bank or the Student consider such demand of the College as unjustified.

9. This guarantee may be invoked by College in part(s) or in full without affecting its rights to invoke this guarantee for any liabilities that may desolve later.

10. The Bank undertakes not to amend or revoke this guarantee or reduce the amount during its currency except with the previous consent of the College in writing and this guarantee shall be a continuous and irrevocable guarantee upto a sum of Rs. **54 lakhs**

11. Notwithstanding anything mentioned hereinabove:

    a) The liability of the Bank under this guarantee shall not exceed

    b)

    c) This guarantee is valid upto **31st December, 2029**.

    d) The Bank is liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if the College serves upon the Bank written claim(s) or demand(s) from time to time either by hand delivery or by Registered Post or by Speed Post or email, the last of such claims and demands to be made on or before 31st December, **2029**.

12. This Bank Guarantee is subject to jurisdiction of Kolkata or any other Court of competence in West Bengal.

IN WITNESS WHEREOF the Bank has executed this Guarantee on the _____Day of_____Two Thousand_____at_____ through the duly authorised representative of the Bank.

SIGNED SEALED AND DELIVERED on behalf of the **BANK** by signature of authorised representative of the Bank namely _____ *(designation address of the branch)* at _____in the presence of:

Annexure "A"

Amount payable by the Management Quota Student per Semester

Due Date	Amount payable
15.10.2027	Rs 27,00,000/-
15.10.2028	Rs 27,00,000/-