To be submitted by the STATE QUOTA Student

BANK GUARANTEE

THIS GUARANTEE is issued by _____ *(Bank)*, a body corporate constituted under the _____ Act 19__, having its Head Office at _____ and Branch Office at _____, 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 favour of** the '**GOURI DEVI INSTITUTE OF MEDICAL SCIENCES AND HOSPITAL',** under the society named 'Durgapur Institute of Advance Technology And Management, a Society registered under the West Bengal Societies Registration Act, 1961, having its registered office at G.T.Road, Rajbandh, Durgapur - 713212 hereinafter referred to as "the **SOCIETY**" (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):

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 Medical Degree (PG) Course in the Subject of _____ for the Academic Session 2026-2027 at of the **GOURI DEVI INSTITUTE OF MEDICAL SCIENCES AND HOSPITAL, Durgapur,** a medical college being run by the Society, and the Student is required to secure the Society in the sum of Rs**. 1800000**/-(Rupees **EIGHTEEN LACS**) only, being fees for Second Year and Third Year @ Rs.**900000/-** (Rupees **NINE LACS**) only per year, details whereof are mentioned in the **Annexure "A"** hereto.

B. At the request of the said Student, the Bank is issuing this guarantee in favour of the Society for the said sum of Rs. **1800000**/-(Rupees **EIGHTEEN LACS**) only.

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. **1800000**/- (Rupees **EIGHTEEN LACS**) only to the Society as a security for due payment of the Fees by the Student to the Society 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 the Society, with no reference to the Student.

   1.1 It is clarified that in the event of the Student making payment to the Society of any installment of fees as per **Annexure "A"** or otherwise and the Society 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 Society, 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 Society, then without prejudice to the rights of the Society under its rules, bye-laws or regulations or otherwise, the Society 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 Society 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 Society without any demur, protest or contestation.

3. The Bank undertakes that it shall, on first demand of the Society, without any demur, protest or contestation and without any reference to the Student and notwithstanding any contestation by the Student, pay to the Society the entire guarantee amount (or the residue thereof as may remain) as may be demanded by the Society from time to time. The decision of the Society 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 Society, 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 the Society 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. **1800000**/- (Rupees **EIGHTEEN LACS**) only.

5. The Society 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 Society at any time. The discretion to make demands under this guarantee shall exclusively be that of Society and Society 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 the Society 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 Society or the Bank and it shall remain in force notwithstanding any forbearance or indulgence that may be shown by the Society to the Student.

8. The Bank undertakes to pay to the Society 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 Society 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 Society as unjustified.

9. This guarantee may be invoked by Society in part(s) or in full without affecting its rights to invoke this guarantee for any liabilities that may devolve 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 Society in writing and this guarantee shall be a continuous and irrevocable guarantee up to a sum of Rs. **1800000**/- (Rupees **EIGHTEEN LACS**) only.

11. Notwithstanding anything mentioned herein above:

    a) The liability of the Bank under this guarantee shall not exceed Rs. **1800000**/- (Rupees **EIGHTEEN LACS**) only.

    b) This guarantee is valid up to **15.09.2028.**

    c) The Bank is liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if the Society 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 **15.09.2027 and 15.09.2028.**

12. The Guarantee hereinbefore shall not be affected by virtue of the decision of any Tribunal or Court of competent jurisdiction, and also by any change in the constitution of the Bank or of the Society nor in the event of any winding-up order being made against the Society.

13. 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 authorized representative of the Bank.

SIGNED, SEALED AND DELIVERED on behalf of the **BANK** by signature of authorized representative of the Bank namely _____ *(designation & address of the branch)* at _____

In the presence of:

Signature of authorized representative of the Bank

Signature of the Student

Bank Guarantee accepted by

Signature of authorized representative of the Society

Annexure “A”

Amount payable by the STATE QUOTA Student per year

Due Date	Amount Payable (Rs.)
15.09.2027	900000.00
15.09.2028	900000.00