

ANNEXURE - I

PROFORMA FOR BANK GUARANTEE FOR SECURITY DEPOSIT

(To be stamped in accordance with Stamp Act if any, of the country of issuing Bank)

Bank Guarantee No. ....

Date.....

Ref. ....

To

The Registrar,

The Tamil Nadu Dr. M.G.R. Medical University,

Guindy, Chennai 600 032.

Dear Madam,

I. In accordance with your letter for submitting Bank Guarantee bearing letter No.....dated.....dated.....to M/s..... (thereafter called the Trust/Society), we, the .....(the Bank) submit the said Bank Guarantee on the following terms & conditions:

II. M/s. ....(Trust/Society) has approached us to furnish a Bank Guarantee in your favour on their behalf. Whereas the condition in the order of Provisional Affiliation that the Trust/Society has to deposit Rs. .... (Rupees ..... ) towards the Security Deposit in respect of granting Provisional Affiliation with The Tamil Nadu Dr. M.G.R. Medical University (hereinafter referred to as the 'University') by a Bank Guarantee from a Nationalized Bank for a period of 5 (Five) years.

III. And whereas the Trust/Society desires to secure exemption from deposit of Security Deposit by cash and has offered to furnish a Bank Guarantee for a sum of Rs. .... to the University as Security Deposit.

IV. Now therefore, we the .....Bank, a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertaking) Act 1969 and having Head office at ..... and branch office at .....(thereinafter referred to as the Bank) do hereby undertake and agree to pay forthwith on demand in writing by this University without any demur, reservation or recourse.

V. We, the aforesaid bank, further agree that the University shall be the sole judge of and as to whether the Trust/Society has committed any breach or breaches of any of the terms, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the University on account thereof to the extent of the Security Deposit required to be deposited by the Trust/Society in respect of the said Affiliation and the decision of the University in respect of the Trust/Society has committed such breach or breaches and as to the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the University shall be final and binding on us.

VI. We, the said Bank further agree that the Guarantee herein contained shall remain in full force and effect until it is released by the University and it is further declared that it shall not be necessary for the University to proceed against the Trust/Society before proceeding against the Bank and the Guarantee herein contained shall be invoked against the Bank without assigning any reason notwithstanding any security which the University may have obtained or shall be obtained from the Trust/Society at any time when proceedings are taken against the Bank for whatever amount of may be outstanding or unrealized under the Guarantee.

VII. The right of the University to recover the said amount of Rs..... (Rupees .....) from us in manner aforesaid will not be precluded / affected even, if disputes have been raised by the said M/s ..... (Trust/Society) and / or dispute or disputes are pending before any authority, officer, tribunal and / or, arbitrator(s) etc.

VIII. Notwithstanding anything stated above, our liability under this guarantee shall be restricted to Rs.....(Rupees.....) and our guarantee shall remain in force from.....upto ..... and unless a demand or claim under the guarantee is made on us in writing within three months after the aforesaid date i.e. on or before the ..... all your rights under the guarantee shall be forfeited and we shall be relieved and discharged from all liability thereunder.

Date .....

(Signature) .....

(Printed Name)

.....Place.....

(Designation) .....

In presence of :

WITNESS (with full name & address) Authorization No.

(1).....

.....

(2).....

.....

\* Please indicate the name and address of the projects / stations / offices where the B. G. is to be executed.

\* Non-Judicial Stamp Paper of Rs.100/- or the value prevailing in the state where executed whichever is higher.