

BANK GUARANTEE
(To Be Submitted by State Quota Student)

This Guarantee is issued by _____ (Name of the 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 **JMN Education and Research Foundation**, a Trust registered under the Indian Trust Act, 1882, having **its registered office at A-2/15, P.O. and P.S. Kalyani, dist. Nadia, West Bengal, India, Pin code 741235**, hereinafter referred to as "**Trust**" (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:

Mr./Ms. _____ S o n /daughter/wife of _____ residing at _____ (hereinafter referred to as "The STUDENT") has been selected for admission to the Undergraduate Medical Degree (MBBS) Course for the Academic session commencing from Academic Year 2024-2025 at JMN Medical College, Chakdaha, Medical College run by the Trust, and the student is required to secure the Trust in the sum of ₹17,50,000/- (Rupees Seventeen Lakhs Fifty Thousand) only, being fees for the Semester 3 to Semester 9 @ ₹2,50,000/- (Rupees Two Lakhs Fifty Thousand) only per semester, details whereof are mentioned in the **Annexure "A"** hereto.

At the request of the said student, the Bank is issuing this guarantee in favour of the Trust for the said sum of ₹17,50,000/- (Rupees Seventeen Lakhs Fifty Thousand) only.

NOW THIS DEED OF GUARANTEE WITNESSETH as follows:

We, the Bank above named, at the request and desire of the student, do hereby irrevocably and unconditionally guarantee to pay a sum of ₹17,50,000/- (Rupees Seventeen Lakhs Fifty Thousand) only to the Trust as a security for the due payment of the Fees by the Student to the Trust 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 Trust, with no reference to the student.

It is clarified that in the event of the student making payment to the Trust of any instalment of fees as per Annexure "A" or otherwise and the Trust notifying in writing the Bank of such payment, the guaranteed amount shall stand reduced to that extent.

The Bank hereby agrees that if any time the opinion of the Trust, the Student has failed to make payment of any instalment of fees or has been or may become unable to meet, satisfy, discharge, or

fulfil any obligation liability or commitment or any part thereof to the Trust, and then without prejudice to the rights of the Trust under its rules, byelaws or regulations or otherwise, the Trust 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.

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 Trust 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 Trust without any demur, protest or contestation.

The Bank undertakes that it shall, on first demand of the Trust, without any demur protest or contestation and without any reference to the student and notwithstanding any contestation by the student, pay to the Trust the entire guaranteed amount (or the residue thereof as may remain) as may be demanded by the Trust from time to time. The decision of the Trust as to the obligations, 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.

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 at the discretion of the Trust as if the Bank had separately guaranteed each of the obligations, liabilities or commitments. The guarantee shall not be considered as cancelled or in any way be affected by any demand being raised by the Trust 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 ₹17,50,000/- (Rupees Seventeen Lakhs Fifty Thousand) only.

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

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

This guarantee shall not be affected by any change to the constitution of the Trust or the Bank, and it shall remain in force notwithstanding any forbearance or indulgence that may be shown by the Trust to the student.

The Bank undertakes to pay to the Trust 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 Trust 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 Trust as unjustified.

The guarantee may be invoked by the Trust in part(s) or in full without affecting its rights to invoke this guarantee for any liabilities that may devolve later.

The Bank undertakes not to amend or revoke this guarantee or reduce the amount during its currency except with the previous consent of the Trust in writing, and this guarantee shall be a **CONTINUOUS AND IRREVOCABLE** guarantee up to a sum of ₹17,50,000/- (Rupees Seventeen Lakhs Fifty Thousand) only.

Notwithstanding anything mentioned herein above:

The liability of the Bank under this guarantee shall not exceed ₹17,50,000/- (Rupees Seventeen Lakhs Fifty Thousand) only.

This guarantee is valid up to 31st March 2029.

The Bank is liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if the Trust serves upon the Bank's 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 March 2029.

This Bank Guarantee is subject to the 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 the signature of an authorized representative of the Bank, namely _____

(designation, address of the branch) at _____

in the presence of: _____

ANNEXURE A

The amount payable by the State Quota Student per Semester

Sl. No.	Due Date	Amount Payable (₹)
1.	15.09.2025	₹ 2,50,000
2.	15.03.2026	₹ 2,50,000
3.	15.09.2026	₹ 2,50,000
4.	15.03.2027	₹ 2,50,000
5.	15.09.2027	₹ 2,50,000
6.	15.03.2028	₹ 2,50,000
7.	15.09.2028	₹ 2,50,000

Note: To be typed in double space on Non-Judicial Stamp Paper of ₹ 100.