



GOVERNMENT OF KERALA

Abstract

Health & Family Welfare Department – Academic – Fees and admission of students in MBBS course during 2015-16 – Sanctioned - Orders issued.

HEALTH & FAMILY WELFARE (S) DEPARTMENT

G.O.(Rt) No. 3108/2015/H&FWD

Dated, Thiruvananthapuram, 25.09.2015

- Read:-
1. G.O.(Rt) No.2192/2015/H&FWD dated 14.7.2015
 2. Consensual Agreement dated 25.9.2015 entered into between Sri. K.M. Paijas, Managing Trustree of Noorul Islam Trust and Governing body of Al-Azhar Medical College, Ezhallore, Thodupuzha and the Joint Secretary to Government, Health & Family Welfare Department.

ORDER

As per Government order read as 1st paper above, Government have approved the fee structure pertaining to the MBBS course in self-financing medical colleges including Al-Azhar Medical College, Thodupuzha for allotment of students to MBBS course for the academic year 2015-16, the Chairman, Al-Azhar Medical College, Thodupuzha has requested Government to execute a consensual agreement based on the above Government order with specific terms and conditions.

In the circumstances, Government have examined the matter in detail and are pleased to accord sanction to include Al-Azhar Medical College, Thodupuzha (the second party) in the list of self-financing medical colleges for allotment from the list of students prepared by the Commissioner of Entrance Examinations, Kerala for the academic year 2015-16 subject to the following terms and conditions:

1. 50% of total seats in the second party will be Government Seats and will be filled up by the second party as allotted by the Commissioner for Entrance Examination (CEE) from the list prepared by the Commissioner for Entrance Examinations who have qualified in the Kerala Engineering Agriculture Medical Entrance Examination 2015 (KEAM 2015), in accordance with merit and reservation principles followed by Government from time to time, subject to clause 2 below.
2. The Commissioner for Entrance Examinations shall furnish the list of the students to be admitted in the second party by the Management and the Management shall admit the students specified in the list. The students in the list will be given specific instructions as to date and time of presentation before the second party for admission, the amount of fees to be paid and the documents to be submitted at the time of admission before the Principal. The Principal need admit the students who have complied with the instructions as certified by the Government.
3. Under the special circumstances, the Commissioner for Entrance Examinations shall make only one allotment on or before 27th September, 2015. Any further vacancies shall be filled by the Commissioner for Entrance Examinations on or before 29th September, 2015. The Commissioner for Entrance Examinations will assign only such students for admission to the second party who have applied to that second party. The CEE shall furnish the final allotment list of the students to be admitted to the second party on or before 29th day of September 2015. The CEE will not re-allot students already allotted to the second party and admitted in the second party by the Principal after 29th day of September 2015.

4. The second party shall be entitled to fill up to those seats still remaining unfilled after the closure of allotment by the CEE. These unfilled seats from Government Quota shall be filled up by the CEE up to 5 PM on 29th day of September 2015. Those Government seats still remaining vacant after 5 PM on 29th day of September 2015 are reverted back to the second party as lapsed Government seats and the second party can fill up those seats as additional Management Seats from eligible candidates either from the rank list of KEAM 2015 or from the rank list of All India Medical Entrance Examination/ National Level Examination approved by MCI, subject to the approval of the Hon'ble Supreme Court of India. The Government shall not have any claim over such seats after 29th day of September 2015 and the forfeited seats shall not be brought forward to succeeding year for compensation.
5. The second party agrees to collect annual tuition fees at the following concessional rates from the students admitted under the 50% Government merit Quota, during the entire course period from 2015-16.

a)	Students belonging to BPL/ SEBC family as per State Government norms, not exceeding 40% seats, [ie 14% (7 out of 100 seats) from BPL families and 26% (13 out of 100 seats) from SEBC Students]	Rs.25,000/- p.a (Rupees Twenty Five Thousand only)
b)	If there are not sufficient candidate in (a) above, candidates with lowest income based on income certificate issued by the competent Revenue authority	
c)	Candidates who have got admission under SC/ ST reservation categories	Rs.1,85,000/- p.a in consultation with Government in SC/ ST Dept. To be paid by the Government of Kerala at the uniform rate fixed by Government.
d)	Other candidates	Rs.1,85,000/- p.a (Rupees One Lakh Eighty Five Thousand only)

Signed and sealed receipt shall be given by the Management/ second party for all the fees collected. Annual fees for SC/ ST students shall be paid by the Government to the second party, at the rate of uniform fees to be fixed by Government of Kerala from the funds provided by the SC/ ST Development Department.

6. The annual fees fixed as above shall be the complete tuition fee. However the second party shall be entitled to collect from every student admitted to the second party irrespective of whether they have been allotted by CEE under reservation or otherwise, caution Deposit of Rs.10,000/- (Rupees Ten Thousand only) and other expenses and such other permitted fee. The second party can also collect from students their proportionate share of fee payable to the University, Government fees, Medical Council of India fees, transportation charges, examination charges, establishment charges, other statutory charges etc.,. Such fee and amount shall be specifically listed out and published each year by the second party. The second party will ensure that no consideration in cash or kind other than those specified above shall be received, accepted or collected in any form whatsoever from any students admitted to the second party. The second party shall not collect any amount from any student so admitted other than those specified above.
7. The remaining 50% of the seats shall be Management seats and will be filled up by the second party by the following methods:
- a) The Management is entitled to fill up 15% seats in the NRI category by admitting the eligible students who are children/ dependants of Non Resident Indians as per the conditions stipulated in GO(MS)No.34/2013/H&FWD dated 05.02.2013 and further orders issued in this regard. All these students are exempted from qualifying in any Entrance Test and can be admitted on their academic eligibility as stipulated by the

University. The second party can collect Rs.12,50,000/- (Rupees Twelve Lakhs Fifty Thousand only) for MBBS course as Tuition fees per annum and an amount not exceeding one year's tuition fee at the time of admission as interest fee deposit from NRI candidates.

- b) The second party having **Minority Status** shall be entitled to fill up the remaining 35% and will have the right to apportion the seats to various categories based on inter se merit following the conditions mentioned below and as detailed in the Prospectus to be published by the second party.
 - i) 25% shall be filled up by the Management according to the inter se merit **prepared on the basis of KEAM-2015 rank list from candidates mentioned in the specified categories of the Prospectus**
 - ii) 10 % seats reserved for candidates outside the state shall be filled up by the Management **according to inter se merit from candidates who have qualified All India Medical Entrance examination, 2015 / all other National and regional level examinations approved by the MCI.**
8. Each student admitted by the Management to the above mentioned 35% seats shall pay annual tuition fee of Rs.8,50,000/= (Rupees Eight Lakhs and Fifty Thousand only). In addition to this the Management can collect an amount not exceeding one year's tuition fees from the students as interest free deposit. It shall be refunded at the end of the course without interest. In addition to the above the Management shall be entitled to collect such other fees payable by the Management to the University, Government, Medical Council of India and transportation charges, examination charges, extracurricular activities and other establishment charges etc. published in the Prospectus.
9. The students under 50% Government Quota shall be allowed to relinquish the seats in proved case of ragging or serious illness or admission to A.F.M.C., N.D.A etc. and in such cases exemption shall be given from payment of liquidated damages on the merit of each case.
10. The second party will be free to execute appropriate service bond from the students admitted under Government quota, except SC/ST students, for a period not exceeding one year, on similar terms as the bond executed by the students admitted in Government Medical Colleges.
11. Each student selected under Management & NRI Category for admission shall remit the said amount as mentioned in clause 9 above for the first year of the course, 2015-16 and **produce Bank Guarantee from Nationalised Bank or Scheduled Bank** for an amount covering the fee for the remaining four years, i.e for the entire course of study from 2015-16.
12. The second party can retain the Tuition fee remitted by the student in the event the student admitted under Management Quota or Government Quota, discontinues his/ her studies for any reason at any time after 29th September 2015. Further, incase, any student admitted to any of the second party decides to cancel the admission for any reason whatsoever, the second party shall be entitled to collect the tuition fee for the entire course period. However in the event of the seat so falling vacant being filled up by a new candidate, the tuition fee collected as per this clause shall be refunded to the Student by way of Demand Draft after proper acknowledgement within one month of the last allotment, failing in which the Management shall be liable to pay interest to the student at 18% per annum for any delay over this stipulated period.
13. The second party undertakes that no consideration in cash or kind other than those specified above shall be received, accepted or collected in any form whatsoever from any student admitted to the second party. It shall be the liability of the second party to redress complaints from the students, on any matter other than those covered by the terms and conditions of this Agreement. Where the second party fails to redress any complaints referred to as above or on any matter covered under this Agreement, it shall be the duty of the First party to take such steps as required under law to redress the complaints.
14. The Government shall arrange to provide PHC/ CHC/ Autopsy perceiving facilities at Government Medical Colleges and ensure supply of cadavers required for the second party as per the norms fixed by the Government.

15. The Consensual Agreement entered into with the Educational Agency is valid for the Academic Year 2015-16 only and shall not prejudicially affect the rights of the parties by virtue of the clauses herein, in respect of the cases pending before any Court of Law.
16. Under the Special circumstances, due to paucity of time, the second party shall make only one allotment for students under Management/NRI quota as per the following schedule:

Issue of application form and prospectus	:	15/09/2015
Last date of receipt of duly filled in application with application fee and copies of documents mentioned in the prospectus	:	5 PM on 27/09/2015
Publication of rank list	:	27/09/2015 10 PM
Joining date	:	29/09/2015
Last date for filling up of vacancies	:	30/09/2015

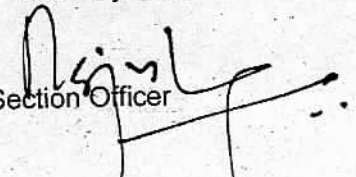
17. The second party shall be entitled to collect uniform tuition fees not more than Rs.6,00,000/= (Rupees Six Lakhs only) excluding those admitted under NRI quota in the event of this Consensual Agreement is not approved as stipulated in Clause 17 above and not operative in its entirety or the Consensual Agreement or the fee structure mentioned in Clause above are declared to be void or not enforceable by the Courts or any authority competent to declare so.
18. Nothing in the Agreement shall be deemed as a surrender of the unconditional right of the Educational Agency or the second party regarding the admission of students in all the seats in the second party during 2015-16.
19. Notwithstanding the conditions stated above any change/ modification or new conditions added or existing conditions deleted based on the Mutual Agreement with the Government subsequently, shall form be part of this agreement. Such Government order/s shall have the same effect of the agreement reached between second party and Government.
20. This Consensual Agreement is subject to the orders of the Hon'ble High Court of Kerala.

By Order of the Governor
ELPHEGE TAJAN. I
Joint Secretary to Government

To

The Commissioner for Entrance Examinations, Thiruvananthapuram.
The Director of Medical Education, Thiruvananthapuram.
The Director of Health Services, Thiruvananthapuram.
The Registrar, Kerala University of Health Sciences, Thrissur.
The Accountant General (A&E/Audit), Kerala, Thiruvananthapuram.
The Manager, Admission Supervisory Committee for Professional Colleges,
Ram Mohan Palace (Old High Court Building), Ernakulam.
The Chairman, Al-Azhar Medical College, Ezhallore, Thodupuzha.
The Finance Department
The SC/ST Development Department
The Higher Education Department
Stock File/Office Copy.

Forwarded/By Order


Section Officer