

### **INDEMNITY BOND WITH SURETY**

This Indemnity is made and executed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ by Shri/Smt/Ms \_\_\_\_\_ son/daughter/wife of Shri \_\_\_\_\_ a permanent resident of \_\_\_\_\_

hereinafter called "Employee", the party of the first part,

**AND**

Shri/Smt/Ms \_\_\_\_\_ son/daughter/wife of Shri \_\_\_\_\_ a permanent resident of \_\_\_\_\_

\_\_\_\_\_ hereinafter called "**Surety**", the party of the second part, IN FAVOUR OF India Post Payments Bank, a company within the meaning of the Companies Act, 2013, having its Head Office at Speed Post Centre, Bhai Veer Singh Marg, New Delhi-110001(Presently operating through corporate office located at Post Office,Malcha Marg,New Delhi under interim arrangement) hereinafter called "**Employer Bank**".

The terms '**Employee**', '**Surety**' and the '**Employer Bank**' unless repugnant to the context shall mean and include their heirs, legal representatives, successors, executors and administrators.

WHEREAS the Employee has been selected for appointment as \_\_\_\_\_ in \_\_\_\_\_ in the service of the Employer Bank.

WHEREAS an Offer of Appointment containing the terms and conditions of the appointment has already been issued to the Employee vide letter No. \_\_\_\_\_ dated \_\_\_\_\_ of the Employer Bank.

WHEREAS the acceptance of the terms and conditions of the appointment has already been communicated to the Employer Bank on \_\_\_\_\_ by the Employee.

WHEREAS one of the terms and conditions of the appointment is that Employee has to serve the Employer Bank viz. India Post Payments Bank for a minimum period of three years after appointment and has to execute an Indemnity Bond with surety in favor of Employer Bank.

NOW THIS INDENTURE WITNESSETH asunder:

1. In compliance of the aforesaid condition in Offer of Appointment subject to which the Employer Bank has agreed to give appointment to the Employee, the Employee hereby undertakes to serve the Employer Bank for a minimum period of three years.
2. The party of the second part agrees to stand as Surety for the due performance of the obligation of the Employee under this agreement of indemnity. In case of breach of the terms of this indemnity by the Employee and failure to indemnify the Bank, the Surety shall be jointly and severally liable to pay Rs. 2,00,000/-(Rupees Two lacs only) to Employer-Bank with interest at 12% per annum, immediately on demand.
3. The Employee further agrees and undertakes that in case he/she commits breach of the above condition and resigns from or leaves/ abandons the service and /or neglects in performance of the duty assigned to him/her leading to termination of his/her service as per rules/regulations of the Employer-Bank, he/she will indemnify the bank for all losses, costs, charges and expenses upto the extent of Rs. Two lacs and pay an amount of Rs. 2,00,000/-(Rupees Two lacs only) with the interest thereon @ 12% per annum from the date of breach of the above terms & conditions till payment as liquidated damages/cost of training including on the job training, the expenses which the bank has incurred/may have to incur in recruiting another employee at his/her place, and also on account of business loss suffered/to be suffered by Employer-Bank during intervening period. The employee and surety agree that assessment of liquidated damages as assessed as Rs. 2,00,000/- are reasonable, which they both agree to pay jointly and severally in case demand is made by the employer bank.
4. Notwithstanding anything contained herein above, furnishing of this indemnity will not create any right in favour of the Employee to continue in the service of Employer Bank for the aforesaid term of three years, and

the Employer-Bank shall always have the right to take appropriate action against the Employee as per terms of the appointment letter and/or the rules and regulations of the employer bank as applicable, in case of commission of any misconduct by the Employee.

- 5. The amount specified above shall constitute a debt owing to the Employer-Bank and shall be recoverable from the Employee and the Surety jointly and severally with interest thereon at the rate specified above till payment.
- 6. Breach of any rights or obligations of whatsoever nature, arising out of this Indemnity Bond or Employment shall be deemed to have arisen within the territorial jurisdiction of the Delhi Courts only.

IN WITNESS whereof, the EMPLOYEE & the SURETY have put their signatures in the presence of the witnesses.

Signed and delivered by the Party of the first part i.e. the Employee having read and understood the contents hereof and terms of this Agreement\_\_\_\_\_

Signed and delivered by the Party of the second part i.e. the Surety having read and understood the contents/terms of the Agreement \_\_\_\_\_

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|----|-----------------|-----------------------------|
| 1. | WITNESS:        | (Signature of the Employee) |
|    | NAME & ADDRESS: | NAME & ADDRESS              |
| 2. | WITNESS:        | (Signature of the Surety)   |
|    | NAME & ADDRESS  | NAME & ADDRESS              |