

(The below appended text to be neatly typed on thenon-judicial stamp paper/s of value of Rs 100/- and executed by the candidate, surety, two witnesses before notary/magistrate/judge)

SERVICE INDEMNITY BOND WITH SURETY

This Indemnity is made and executed at _____ on _____ day of _____ 2021 by Mr./Ms./Mrs. _____ S/o/D/o/W/o Mr. _____ a permanent resident of _____ herein called “**Officer employee**”, the party of the First Part,

AND

Mr./Ms./Mrs. _____ S/o/D/o/W/o Mr. _____ a permanent resident of (Address) _____ hereinafter called “**Surety**”, the party of the Second Part, in favour of Baroda U. P. Bank, a body corporate established under the Regional Rural Banks Act, 1976 and having its Head Office at BudhVihar Commercial Scheme, Gorakhpur, (U.P.)-273016, hereinafter called “**Employer Bank**”.

The terms ‘**Officer employee**’, ‘**Surety**’ and the ‘**Employer Bank**’ unless repugnant to the context shall mean and include their heirs, legal representatives, successors, executors, assignees and administrators.

WHEREAS the Officer employee has been selected for appointment as **Officer 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 Officer employee vide letter No. HO/02/HRM/CRP-RRBs-IX/2021-22/ _____ dated _____ of the Employer Bank.

WHEREAS the terms and conditions of the Offer of appointment has been read and accepted by the Officer employee.

Contd.....2.

WHEREAS one of the terms and conditions of the appointment is the Officer employee has to serve the Employer Bank i.e. **Baroda U. P. Bank for minimum period of Three years after appointment and has to execute an indemnity with surety in favour of Employer Bank.**

NOW THIS INDENTURE WITNESSETH as under:

1. In compliance of the aforesaid condition in Offer of Appointment subject to which the Employer Bank has agreed to give appointment to the Officer employee, the Officer employee hereby undertakes to serve the Employer Bank for a minimum period of three years.
2. The party of the second part (Surety) i.e. Mr./Ms/Mrs. _____
S/o/D/o/W/oMr. _____ agrees to stand as Surety for the due performance of the obligation of the Officer employee under this agreement of indemnity. **In case of breach of the terms of this indemnity by the Officer employee and failure to indemnify the Bank, the Surety shall be jointly and severally liable to pay the amount of Rs. 2,00,000/- (Rs. Two lacs only) to Employer Bank immediately on demand.**
3. **The Officer 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 and Regulations, by the Employer Bank, shall indemnify for all losses, costs, charges and expenses upto the extent of Rs.2,00,000/- (Rs. Two lacs only) and pay an amount of Rs. 2,00,000/- (Rs. Two lacs only) with the interest thereon, from the date of breach of the above till payment as liquidated damages/cost of training including on the job training, the Officer employee at his/her place, and also on account of business loss suffered/to be suffered by Employer Bank during intervening period. The Officer employee and surety agree that assessment of liquidated damages as assessed at Rs. 2,00,000/- (Rs. Two lacs only) is reasonable, which they both agree to pay jointly and severally in case demand is made by the Employer Bank.**

Contd.....3.

4. Notwithstanding anything contained herein above, furnishing of this indemnity will not create any right in favour of the **Officer 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 **Officer 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 **Officer employee**.
5. The amount specified above shall constitute a debt owing to the Employer Bank and shall be recoverable from the Officer employee and the Surety jointly and severally with interest thereon till payment.

IN WITNESS whereof, the **OFFICER EMPLOYEE** and 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 Officer employee and the Party of the Second Part i.e. the Surety having perused and understood the contents of this agreement.

1. WITNESS SIGNATURE:

OFFICER EMPLOYEE SIGNATURE

NAME & ADDRESS:

NAME & ADDRESS:

2. WITNESS SIGNATURE:

SURETY SIGNATURE

NAME & ADDRESS:

NAME & ADDRESS:

Executed before

At _____ this _____ day of

_____ 2021 in presence of _____

**Notary/Magistrate/Judge
With Seal & Signature**