

INDEMNITY BOND WITH SURETY

This Indemnity is made and executed at _____ on this _____ day of _____ 2024 by Mr./Ms/Mrs. _____ **S/O/D/O/W/O** Mr. _____ a permanent resident of _____ hereinafter referred to as '**Employee**' which shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its heirs, legal representatives, successors and permitted assignees, of the **FIRST PART**;

AND

Mr./Ms/Mrs. _____ **S/O / D/O / W/O** Mr. _____ a permanent resident of _____ hereinafter referred to as '**Surety**' which shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its heirs, legal representatives, successors and permitted assignees, of the **SECOND PART**;

IN FAVOUR OF The Nainital Bank Limited, a public limited Banking Company constituted under the Companies Act, 1956 (now the Companies Act, 2013), having its Registered Office at G.B. Pant Road, Nainital-263001, hereinafter referred to as '**Nainital Bank**' which shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its legal representatives, executors, administrators, successors and permitted assigns;

WHEREAS the Employee has been selected for being appointed as **Clerk** in the service of the Nainital Bank.

WHEREAS the offer of Appointment containing terms and conditions of appointment has been issued by the Nainital Bank to the Employee vide **letter No. 101/HO/HRMD/APPTT./1762 dated January 22, 2024**.

WHEREAS the acceptance of terms and conditions of the appointment has been communicated to the Nainital Bank vide letter/ acceptance dated _____ by the Employee.

WHEREAS one of the terms and conditions of the appointment is that Employee has to serve the Nainital Bank for a minimum period of **02 years** after appointment and has to execute an indemnity with surety in favor of the Nainital Bank.

NOW THIS INDENTURE WITNESSETH AS UNDER:

1. In compliance of the aforesaid condition in offer of Appointment subject to which the Nainital Bank has agreed to give appointment to the Employee, the Employee hereby undertakes to serve the Nainital Bank for a minimum period of 02 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 indenture of indemnity. In any event of breach of terms of this indemnity and failure to indemnify the Bank by the employee, the surety shall jointly and severally be liable to indemnify the Nainital Bank for an amount of Rs. **1,50,000.00 (Rupees One Lakh fifty thousand only)** with applicable GST to the Nainital Bank with interest thereon at the rate of **10 % p.a.** immediately on demand from the date of breach of terms.
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 before completion of specified period aforesaid, he/she will indemnify the Nainital Bank for all losses, costs, charges and expenses for the amount of Rs. 1,50,000.00 (Rupees One Lakh fifty thousand only) with applicable GST and interest thereon at the rate of 10 % p.a. from the date of breach of the above till the payment is made as liquidated damages/ expenses which the Nainital Bank has incurred/ may have to incur in recruitment and also the account of business loss suffered/ to be suffered by the Nainital Bank for the intervening period. The Employee and the Surety agrees that the assessment of liquidated damages as assessed at Rs.1,50,000.00 (Rupees One Lakh fifty thousand only) with applicable GST is just and reasonable, which they both agree to pay jointly and severally to the Nainital Bank.

4. Notwithstanding anything contained hereinabove, furnishing of this indemnity will not create any right in favour of the Employee to continue in the service of the Nainital Bank for the aforesaid term of 02 years and the Nainital 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 Nainital Bank as applicable, in case of commission of any misconduct by the Employee.
5. The amount specified hereinabove shall constitute a debt owing to the Nainital Bank and shall be recoverable from the Employee and the Surety, jointly and severally, with interest thereon at the rate specified above till the date of payment.
6. That the obligation of Employee and Surety under this Bond is non-transferable and is exclusively for the Nainital Bank and shall under no circumstances whatsoever be deemed to have been extended to any prospective employer of the Employee.
7. This bond and the rights and obligation shall in all respect be governed by the laws of the Union of India. Further for the breach of any of rights or obligations of whatsoever nature arising out of the bond of employment shall be deemed to have arisen within the territorial jurisdiction of Courts at Nainital only.

IN WITNESS WHEREOF the parties hereto have executed these presents the day and the year first hereinabove written.

Signed and delivered by the Party of the **First Part** i.e. the Employee having read and understood the contents/terms of this Bond.

(Employee)

Name of the Employee

Signed and delivered by the Party of the **Second Part** i.e. the Surety having read and understood the contents/terms of this Bond.

(Surety)

Name of the Surety

Residence of:

Contact No.

WITNESS 1:

Name :

S/O

R/O

Contact No.

WITNESS 2

Name :

S/O

R/O

Contact No. _____