

(On Non Judicial Stamp of Rs.1000/-)

Indemnity Bond In Connection with Employment in the Bank

This deed of Indemnity is made and executed on this.....day of.....20.....at...
..... between Mr./Mrs./Ms..... S/o...
D/o/W/o..... a permanent resident of...
..... , hereinafter referred to as the
“Employees” which expression shall include his heirs, legal representatives, successors,
executors, administrators and assigns of the FIRST PART.

AND

Mr./Mrs./Ms.....S/o D/o W/o....
..... a permanent resident of
.....hereinafter called the “Surety” which term shall include his heirs,
legal representatives, successors, executors, administrators and assigns of the SECOND
PART.

AND

Assam Gramin Vikash Bank, a body constituted under the Regional Rural Bank Act, 1976
having its Head Office at G S Road, Christianbasti, Guwahati -781005, hereinafter referred
to as the “Employer Bank” which expression shall include its successors in business and
assigns of the THIRD PART.

WHEREAS party of the first part has been selected for appointment as Officer in the service
of the “Employer Bank”, party of the third part.

AND WHEREAS pursuant to the above selection an offer of appointment containing the terms
and conditions of the appointment has been communicated to the party of the first part vide
letter No.....dated.....

Signature of the party of the first part

Signature of the party of the second part

AND WHEREAS the party of the first part vide his letter dated has communicated his acceptance of the terms and conditions of the above appointment.

AND WHEREAS one of the terms and conditions of the appointment is that the party of the first part has to serve the party of the third part i.e. “Employer Bank” for a minimum period of three years and has to execute a bond in favour of the “Employer Bank” to that effect.

AND WHEREAS the aforesaid terms and conditions of appointment, the party of the first part hereby undertakes to serve the “Employer Bank” for a minimum period of three years.

AND WHEREAS the party of the second part has agreed to stand as surety for the due performance of the terms and conditions of this Bond / agreement by the party of the first part.

NOW THIS INDENTURE WITNESSTH That in consideration of the above the parties herein above do hereby declare, agree and covenant as follows;

1. The party of the first part further undertakes that in case he/she wishes to resign or leave the services of the “Employer Bank” before the expiry of the aforesaid period of three years, he/she has to indemnify the “Employer Bank” the expenditure incurred on his/her training etc. and pay liquidated damages of Rs.1.50 lac together with interest equivalent to Bank’s existing MCLR, from the date of breach of the conditions of agreement till payment, apart from giving the employer Bank a 3 month’s/1 months’ notice(as applicable) intimating his/her intension to resign or leave the service of the “Employer Bank”. Further, in case of any breach of notice under clause 10(1) (b) of Service Regulations, 2018 by the party of the first part, Bank has to be compensated with a sum equal to pay of the party of the first part for the period of notice required by party of the first part in addition to liquidated damages of Rs.1.50 lac.
2. If the party of the first part abandons the service of the Bank before the expiry of 3 years and does not report for duty, the “Employer Bank” before the expiry of the period of 3 years, will have a right to terminate the services of the party of the first part for such action without prejudice to the right of the party of the third part to recover the amount of liquidated damages together with interest as undertaken by the party of the first part as stated herein above of this Indemnity Bond along with the conditions specified under clause 10(1)(b) of Service Regulations, 2018.

Signature of the party of the first part

Signature of the party of the second part

3. The party of the second part has agreed to stand as surety for the due performance of the terms and conditions of this bond / agreement by the party of the first part.
4. The party of the second part further agrees / undertakes / covenants that in case of commission of breach of terms of this indemnity bond / agreement by the party of the first part, he /she shall jointly and severally pay the “Employer Bank”, liquidated damages of Rs. 1.50 lac with interest thereon equivalent to Bank’s MCLR along with all expenses, costs and charges from the date of breach of the terms of the bond / agreement till payment thereof.
5. The amount specified above as liquidated damages shall constitute a debt owing to the “Employer Bank” and shall be recoverable from the employee and the surety jointly or severally with interest thereon at the rate specified above from the date of breach of the terms of the bond / agreement till payment along with all expenses, costs, and charges.
6. In pursuance and consideration of the above, the party of the first part and second part and their successors jointly or severally indemnify and keep the Bank indemnified, harmless for the above amount of liquidated damages with further interest, expenses, costs and charges and the said first part and second part jointly and severally and their successors shall also indemnify the Bank the above along with damages which the Bank will incur / suffer due to nonpayment of the same / recovering the same and defending any claim or action or proceeding in this regard.
7. The aforesaid Bond shall remain in full force and effect till the liquidated damages with interest, expenses, and damages are recovered from the first part and second part and their respective successors. In case of payment of the above amount with interest, costs, charges, damages, the said written Bond shall stand cancelled and the first part and the second part and their successors will stand automatically discharged.
8. NOTWITHSTANDING anything contained in this Bond, the “Employer Bank” shall have the right to terminate the appointment / service of the party of the first part by giving him one month’s notice or 1 (one) month’s salary in lieu of such notice, in case of performance / conduct of the party of the first part is not found satisfactory and without

Signature of the party of the first part

Signature of the party of the second part

any notice in case if any of the information furnished by him / her based on which the selection and appointment made is found to be incorrect or false, apart from general liability of the employee to be bound by the Assam Gramin Vikash Bank (Officers and Employees) Service Regulations, 2018.

This bond is made, executed and delivered on Day of20..... at.....
..... in presence of the witnesses.

Signature of the party of the first part

Signature of the party of the second part

*Signature of the party of the third part
(Name and designation of the signatory)*

WITNESSES:

1. NAME:

S/o,D/o,W/o

ADDRESS:

Signature of the first witness

2. NAME:

S/o,D/o,W/o

ADDRESS:

Signature of the second witness