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DEED OF INDEMNITY

THIS DEED OF INDEMNITY is made on this …….. day of…….. by Shri/Smt/Kumari ……..son of daughter of ……..... residing at…….. Hereinafter after referred to a "trainee" which expression shall include his/her heirs, executors administrators and representatives where the context so admits and shri…….. son of …… Hereinafter referred to as "surely which expression shall include his heirs, executors administrators and representatives where the context so admits of ONE PART and president of India owner and administrator of the ……

Railway (Hereinafter referred to as "the Government) of the OTHER PART.

WHEREAS THE GOVERNMENT has engaged the trainee on the terms and conditions mentioned in the joining report dated……. executed by between the trainee and the Government. and WHEREAS the surety is interested in the Welfare of the said trainee and therefore has agreed to these presents as surety.

AND WHEREAS ONE of the terms and conditions said engagement of the trainee that the trainee shall complete the prescribed training and after such completion shall accept service under the Government and serve the Govt. for a minimum period of five years and if the trainee deserts service or resigns from service during the period of training or thereafter without the written consent of the Government or is discharged therefore for misconduct or may other offences as enumerated in the deed, the trainee shall repay on demand by the Government. The whole cost of training at pay any other amounts, excluding travelling and running allowances drawn by the trainee form the Government under these terms and conditions.

AND WHEREAS the surety has agreed to identity and/or to reimburse the Government to that extent.

NOW THESE "RESENTS WITNESS AND" it is hereby agreed by and between parities as follows.

1. That in consideration of the premises and in consideration of the Government agreeing to engage the trainee for the course mentioned in the joining report referred to above the trainees after completing the training satisfactorily, shall serve the Government for a minimum period of **Five Years** thereafter in accordance with the said joining report executed between the trainee and the Government to the complete satisfaction of the Government (desired to the Government about which shall be final inclusive).
2. That the trainee and the surety hereby undertake jointly and several to indemnity and reimburse the Government to that extent as aforesaid.
3. That in the event of the trainee getting and adverse report regarding the process of his/her training of studies or conduct or on discontinuing his studies or being discharge if from the course or on refusal to continue for any reason not beyond the centre of the trainee or dies not continue service as aforesaid, the trainee and the surety shall jointly and severally be noble to pay and refund forth with to the government on demand and without demur in cash all monies expended on the trainee or on his account in response of his/her trainee cause as stated above and the decision of the government as to amount so payable shall be final together with interest on the said money calculated at the rate than in force for government.

4. That the liability of surety here under shall not be impair or discharged by reason of time being granted or any forbearance act of omission of Govt., or any person authorized by the Government (Whether with or without the knowledge or consent of the surety),not the surety for the amount due hereunder.
5. That if, there is any dispute as to effect of meaning of these presents of otherwise, however except as to matter for which specific provision has been made in the presents, the same shall be referred to the sole arbitration of secretary to the Government of India in the Ministry of Railway or any person appointed by him whose decision shall be final as handing on the parties. The provision of the India arbitration Act, 1946 as appended from time to time shall apply.

IN WITNESS WHERE OF the parties have set their hands-on the day and year first above-mentioned.

Witness for trainee

1. Signature
Name
Address

2. Signature
Name
Address

Signature of Trainee
Name

Witness for surety

1. Signature
Name
Address

2. Signature
Name
Address

Signature
Name
Designation
Office

PAY & SERVICE Certificate of surety

This is to certify that the Gross Salary of Sri_____
Who is working as _____ in the office of_____of_____ Department is Rs._____& Grade pay Rs._____.His retirement on superannuation will be_____& on date he is having _____ years of service leftover. I am authorized to issue this certificate.

Signature of pay Drawing Officer
Designation,Office,Station &
Department Designation Stamp