

DEED OF INDEMNITY ON

This deed of Indemnity made thisDay of

.....by Shri/Smt/Kumari.....Son of/Daughter
of..... Residing atto (Here
in referred Be "TRAINEE" which expression shall include his/her executors,
administrators and representative where the contract admits) and Shri
..... Son of.....Residing at.....

Therein after referred to as Surety which expression shall include this being execution administrators and representatives where the context admits) of the OTHER ACT and the president of India. Owner and Administrator of the East Central Railway (therein after referred to the Government) of the other part.

WHEREAS the Government has engaged the trainee on the and conditions mentioned in the joining report dated executed and between the trainee and the Government.

AND WHEREAS the surety is interested in the Welfare of said trainee and thereafter has agreed to those persons as a surety.

AND WHEREAS one of the terms and conditions to the said engagement of the trainee is that the trainee shall complete the prescribed training and after such completion shall accept service under the Government and serve the Government 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 there from for misconducts any other offences as enumerated in the deed, the trainees shall repay on demand by the Government, the whole cost of training pay and other amounts, excluding travelling and running allowance drawn by the trainee from the Government under these terms and conditions.

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

Now those presents witness and it is have been agreed by and between the parties as follows :

- 1.) That be consideration of the premises and in consideration of the Government agreeing to engage the trainee for the mentioned in the joining report referred to above, the trainee after completing the training satisfactorily, shall serve the Government for a minimum period of five years, thereafter in accordance with the Government to the complete satisfaction of Government (decision of the Government about which shall be final and conclusive.
- 2.) That the trainee and the surety hereby undertake Jointly and severally to indemnify and reimburse the Government to that extant as aforesaid.
- 3.) That in the event of the Trainee getting an adverse report regarding the progress of his training or studies or conduct or discontinuing his studies or being

discharged from the course of on refusal to continue for any reason not beyond the control of the Trainee and or does not continue in Service as aforesaid, the Trainee and the surety shall jointly and severally be liable to pay and refund forthwith to the Government on Demand and without demur in cash all monies expended on the trainee or on his of the Govt. as to the amount so payable shall be finalize together with interest of the said months calculated at the rate then in force for Government.

- 4.) That the liability of the surety hereunder shall not imp. Or discharged by reason of time being granted or any for hearance or omission of the Govt. or any person authorized by the Government (Whether with or without the Knowledge of the surety--- Nor shall it be necessary for the Govt. to are the trainee before issuing the surety for the amounts due there under.
- 5.) That if there is any dispute as to the effect or meaning those present or otherwise however except as to matters for specific provision has been made in these presents, the same shall be referred to the sale arbitration of the Secretary to the Govt. of India in the Ministry of Railways, or any person appointed by whose decision shall be final and binding on the parties. The provisions of the Indian Arbitration Act, 1940 as amended from time to time shall apply.

IN WITNESS WHERE TO THE PARTIES have set their as on the day and year first above mentioned.

Signed by the Trainee above
Named in the presence of
(With Address)

SIGNATURE OF THE TRAINEE

- 1.
- 2.

Signed by the Surety above name
in the presence of (With Address)

SIGNATURE OF THE SURETY

- 1.
- 2.

Signature & Designation (Name for and on
Behalf of the President of India, in the presence of)

CERTIFICATE REGARDING PAY OF SURETY

This is to certify that the gross salary of Shri working
as in the office of is
Rs.....

Signature

Designation

Date

Office Seal

(To be signed by the Pay Drawing officer)