

ANNEXURE- 5

[See Para 44(2)]

**DEPARTMENT OF POSTS
BOND OF INDEMNITY**

[To be executed by the holder of Certificate (s) at the time of discharge of original certificate (s) or issue of duplicate certificate(s) in lieu of lost, misplaced, spoilt, destroyed, defaced or mutilated certificate (s), where original application for purchase is missing].

Know all men by these presents that I/We (A) holder/holders of the certificate (s) am/are held and firmly bound unto the President of India (hereafter called the President) in the sum of Rs together with all costs, charges and damages as hereinafter mentioned, to be paid to the President, his successors or assigns for which payment well and truly to be made I/We bind myself/ourselves, my/our heirs, executors and administrators and representatives jointly and severally firmly by these presents sealed with my/our seal dated this day of in the year two thousand

Whereas on day of the said (A) purchased from Post Office Certificates (s) numbered of the denomination(s) of Rs(respectively) and obtained/did not obtain identity slip (s) in respect of the above mentioned certificate(s).

And whereas the original application for purchase of the aforesaid certificate(s) is missing from the records of the Post Office.

* And whereas the said (A) has/have represented to the Postmaster PO that the aforesaid certificate (s) and the identity slip (s) has/have been lost or misplaced or spoilt or destroyed or defaced or mutilated while in the custody of the said (A).

And whereas the said (A) has/have further represented to the Postmaster PO that the aforesaid certificate (s) and the identity slip (s) have not been transferred, sold, pledged or deposited or otherwise parted with by way of security or otherwise and that the aforesaid certificate(s) has / have not been attached by any Court of Law.

And whereas the said (A) declared that he/they/is/are solely entitled to receive the money due on the above certificate(s) and has/have applied for the discharge of the original certificate(s)/issue of a duplicate certificate(s) in respect of aforesaid certificate(s) and whereas the Postmaster (Gazetted) /Head of the Postal Division has on behalf of the President acceded to the said application on condition of the said (A)executing such bond as above written and whereas the said (A) has agreed to execute the bond with such condition as is hereunder written.

Now the condition of the above-written bond is such that if the said (A) his/their heirs, executors, administrators and representatives do and shall when required so to do pay to the President, his successors or assigns the sum of Rs. together with all costs as between attorney and client and all charges, losses, damages and expenses that shall or may have been incurred by or occasioned to the President his successors or assigns or any of the servants or the Government by reasons of or consequent upon a duplicate certificate(s) in respect of the aforesaid certificates(s) being issued, and further if the said (A) His/their heirs, executors, administrators and representatives, shall and do from time to time and at all times hereafter well and sufficiently save, defend, keep harmless and indemnified the President, his successors and assigns and officers and servants of the

Government and each and every of them from and against all and all manner of action and actions, suit and suits and other legal proceedings, costs, charges, damages and expenses whatsoever which shall or may at any time or times hereafter be brought, commenced or sent by any person or body corporate or whomsoever or whatsoever against the President, his successors or assigns or any of the Officers or servants of the Government for or on account of in respect of or by reason of a duplicate certificate(s) in respect of the aforesaid certificate(s) being issued. THEN the above-written bond shall be void and of no effect other-wise the same shall be and remain in full force and virtue provided always and it is hereby expressly declared and agreed by the said (A) with and to the President, his successors and assigns that in defence and prosecution of any action, suit or other legal proceedings referred in the forgoing clause for indemnity or maintained in virtue thereof the President, his successors or assigns shall not be responsible or accountable to the said (A) His or either of them, their or either or their heirs, executors, administrators and representatives for any act, omission, or mistake in the defence or prosecution of such action, suit or other legal proceedings and that in the defence or prosecution of such action, suit or other legal proceedings, the President, his successors or assigns and his and their officers and servants shall be required to do such acts and take such steps only as shall in that behalf be approved and advised by the Law Officers or Government of India.

This bond is being executed at the request and cost of the Government of India who has agreed to pay and bear the Stamp duty.

Signed, sealed and delivered by the above named(A)in the presence of
(two witnesses to sign here)

1.

2.

ACCEPTED

Station

Signature

Date

*Designation

For & on behalf of the President of India

* by a Gazetted Officer of Indian Postal Department, subject to such conditions as may be laid down by the Postal Broad vide item 4(i) of Part XXIII of the Government of India in the Ministry of Law Notification No.GSR 585 dated 1st February, 1966.