

RAJASTHAN FINANCIAL CORPORATION
Udyog Bhawan, Tilak Marg, Jaipur
(FR-ARRC)

Ref.No.RFC/HO/FR-ARRC/ 1968

Dated: 15.04.2010

CIRCULAR
(ARRC No. 174)

Sub: Proforma for Indemnity Bond for Refund of Surplus.

Attention is invited to ARRC Circular No. 164 dated 15.01.2009 regarding refund of surplus amount and furnishing indemnity bond by the original borrower.

Before release of surplus amount Branch Offices are required to ensure that payment of Govt. Department dues has been made as per prevailing norms under 70:30 policy.

A proforma for indemnity bond to be furnished by the original borrower before release of surplus amount has been drafted by HO Law Section which is enclosed herewith for all concerned to obtain indemnity bond in prescribed proforma.

All concerned are advised to make a note of above for compliance.


General Manager(Dev.)

Encl: As above

Copy to :

1. DGM(A&I), WZ, Jodhpur.
2. DGM(A&I), CZ, Ajmer
3. All BOs / SOs / ZOs.
3. Standard Circulation at HO.

CIRCULAR

INDEMNITY BOND

This **DEED OF INDEMNITY** executed at Jaipur on this, day of2010 by :

Shri S/o , agedyears, residing at carrying on business under the name and style of M/s.....(which expression shall include his heirs, executors, administrators wherever the context or meaning shall so require or permit) hereinafter called the **“FIRST PARTY”**.

OR

M/s....., a Partnership firm consisting of the following partners:

- 1) Shri S/o agedyears, residing at
- 2) Shri S/o agedyears, residing at
- 3) Shri S/o agedyears, residing at
- 4) Shri S/o agedyears, residing at
- 5) Shri S/o agedyears, residing at

Constituted under the Deed of Partnership dated carrying on business under the name, style and firm M/s. Hereinafter called **“THE BORROWER”** (which expression shall include their respective heirs, executors, administrators and partner or partners for time being constituting the Borrowers' firm or their respective successors and assigns wherever the context or meaning shall so require or permit) of the **“FIRST PARTY”**.

Contd.....(2)

OR

M/s., a Public/Private Limited Company incorporated and registered under the Companies Act, 1956 and having its Registered Office at (which expression shall include its successors and assigns wherever the context or meaning shall so require or permit) hereinafter called as **"FIRST PARTY"**

IN FAVOUR OF

Rajasthan Financial Corporation, a Corporation established under the State Financial Corporations Act, 1951 and having its Head Office at Udyog Bhawan, Tilak Marg, Jaipur and Branch Office at (which expression shall include its successors and assigns wherever the context or meaning shall so require or permit) hereinafter called the **'SECOND PARTY'**.

WHEREAS the Second Party has granted a term loan of Rs...../- (Rupeesonly) to the first party M/s. for its industrial unit situated at

WHEREAS the first party has executed documents of mortgage/loan documents in favour of the Corporation in consideration of loan of Rs. (Rupees only).

WHEREAS the first party has failed to make the repayment of the instalment of above loan and interest to the second party and the second party has sold the fixed assets of the first party u/s 29 of the State Financial Corporations Act, 1951 in consideration of Rs. (Rupees only) to M/s. vide conditional Deed of Conveyance dt.

WHEREAS the fixed assets of the first party were sold in surplus amount and the first party has requested the second party to release the amount of surplus.

Contd.....3

WHEREAS on the request of the first party the second party has agreed to release the surplus amount i.e. Rs. (Rupees only) to the first party with the condition that the first party shall furnish an Indemnity Bond in favour of the second party so as to indemnify for any loss/cost or damage caused to the second party on account of payment of surplus amount.

WHEREAS the First Party has agreed to indemnify the Second Party against any loss/cost or damage that may be caused to the Second Party on account of payment of surplus amount.

NOW THIS DEED OF INDEMNITY WITNESSED as follows:

- 1) That the First Party do hereby agree and undertake to indemnify and keep indemnified the Second Party against any loss/cost or damage that may be caused to the Second Party on account of payment of surplus amount to the first party and the First Party also agreed to pay to the Second Party the entire amount of loss/cost or damages, if any caused to the second party.
- 2) That the First Party has agreed to execute all necessary documents in favour of Second Party to indemnify the Second Party from any loss/cost or damages in this regard as and when asked by the Second Party.

IN WITNESS WHERE OF THE FIRST PARTY has hereunto set and subscribed their hands at Jaipur on the day, month and year first hereinabove mentioned.

SIGNED AND DELIVERED
BY THE WITHIN NAMED
EXECUTENT FIRST PARTY

Shri for M/s.
S/o
Sole Proprietor of M/s.

Sole Proprietor

Contd...4

OR

SIGNED AND DELIVERED
By the within named borrower
M/s.
by the hands of its partners

for M/s.

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.

For self as a partner and duly
Constituted attorney on behalf
of other partners of the firm

- 1.
- 2.
- 3.
- 4.
- 5.

Vide their Special Power of
Attorney dated

OR

IN WITNESS WHEREOF the First Party has caused its Common
Seal to be hereinto affixed on the day, month and year first
hereinabove written and Corporation have caused the same to be
executed as hereinafter appearing.

The Common Seal of the FIRST
PARTY M/s.
Pursuant to a resolution of Board of
Directors of Company passed in that
behalf on is hereunto affixed
in the presence of Sh.
Shri....., Directors
and Shri, Officer/
Secretary of the FIRST PARTY who
have signed these presents in token
thereof.