

Indemnity Bond

This Indemnity Bond is executed on _____ day of _____ at _____

By

1. Mr./ Mrs./ Miss. _____
Age : _____ years, Occupation : _____
R/at : _____

2. Mr./ Mrs./ Miss. _____
Age : _____ years, Occupation : _____
R/at : _____

3. Mr./ Mrs./ Miss. _____
Age : _____ years, Occupation : _____
R/at : _____

Hereinafter called as Obligors

(which expression shall unless repugnant to the context shall include his / her/ their respective heirs, executives, administrators, legal representations)

Party of the First Part.

AND

1. Mr./ Mrs./ Miss. _____
Age : _____ years, Occupation : _____
R/at : _____

2. Mr./ Mrs./ Miss. _____
Age : _____ years, Occupation : _____
R/at : _____

Hereinafter called as Sureties

(which expression shall unless repugnant to the context shall include his / her/ their respective heirs, executives, administrators, legal representations)

Party of the Second Part.

We do hereby bind jointly and severally to pay and indemnify The Pune People's Co-operative Bank Ltd., having one of its branch at _____ (Hereinafter called as Bank)

Whereas,

1. Late _____ residing at _____ (Hereinafter called as Deceased) had the following sum with the Bank to his / her credit:

Type of Account	Account No.	Balance in Rs.

2. The deceased died at _____ on _____. The deposits alongwith interest in his / her account numbers mentioned above have become payable and transferable to the heirs and representatives of the deceased. .

3. The Obligors claim to be entitled to it, but have not obtained Succession Certificate or Heirship Certificate.

4. The deceased died on _____ leaving behind his / her Will dated _____, registered at the Sub Registrar's Office at Sr. No. _____ and the Obligor claims to be entitled to the amount lying in the name of deceased, as his / her legal heirs under the said Will alongwith interest (land and transfer of shares). We have not obtained Probate of the Will / Letter of Administration / Succession Certificate for the said amount (and transfer of shares)

5. An aggregate sum of Rs. _____ (Rupees _____ Only) and share certificate bearing no. _____ and _____ number of shares are in the name of the deceased.

6. The Obligors have represented to the Bank that production of representation would cause delay and hence the amount in the name of the deceased be paid to them without insisting on legal representation.

7. The Bank at the request of the Obligors and Sureties agreed to repay and transfer the sum to the Obligors on the condition of execution of this Bond with two sureties in order to indemnify the Bank, its Officers, Employees , agents against any claims which may arise in future.

Now This Deed of Indemnity Witnesses that in consideration of repayment and transfer of amount in the name of the deceased, the Obligors and sureties jointly and severally do hereby undertake to indemnify and always keep indemnified the Bank, its Officers, employees and agents in the event of any claim being made by any person to the Bank with respect to the money paid to us in whole or in part including any interest thereof and the Obligors and each of them shall otherwise keep indemnified and save the Bank, its Officers, employees and agents from all liabilities, actions, suits and other legal proceedings and all costs, charges, expenses whatsoever of any claim arising thereof.

IN WITNESS WHEREOF THE PARTIES HAVE PUT THEIR RESPECTIVE HANDS TOGETHER AND SIGNED THIS BOND ON THE DAY AND DATE MENTIONED HEREINABOVE.

OBLIGORS

SURETIES

Witness:

1. Sign

Name

Address

2. Sign

Name

Address

(To be obtained from the nominee)

AFFIDAVIT

I _____ Age : ____ years, Occupation : _____ R/at : _____ truly and faithfully swear this Affidavit before the Manager of Pune People's Co-operative Bank Ltd., a Registered Multi State Co-operative Bank registered under the provisions of Multi State Co-Operative Societies Act, 2002 and Banking Regulation Act, 1949, having one of its branch amongst other places at _____,

Whereas Late _____ (Hereinafter referred to as Deceased) expired on _____ at _____. He / she left behind them the following Legal heirs only according to the law of succession by which he / she was governed.

	Name	Age	Relation
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____

There are no other heirs than those mentioned above. The deceased has left no Will. Nobody has obtained any legal representation from any court regarding the estate of the deceased nor has applied for or is required to apply for the same. No estate duty is payable to on the estate of the deceased / estate duty clearance certificate is attached.

The deceased had left behind him /her the following accounts in his / her name in the Pune People's Co-op Bank Ltd, _____ Branch .

Type of Account	Account No.	Balance in Rs.

I am claiming the balance amount in the account in the name of the deceased being one of the legal heir of the deceased and all other heirs mentioned above have no objection for the same.

This affidavit is made at _____ on this day of _____

Signature of Affiants.

UNDERTAKING / DECLARATION

Mr. /Mrs. / Miss

Age: _____ years, Occupation: _____

R/at: _____

Undersigned do hereby state and undertake that;

- c. Mr. /Mrs./ Miss (Deceased Name) _____ died on _____ at _____
- d. Mr. /Mrs./ Miss (Deceased Name) _____ is my _____
- e. Mr. /Mrs./ Miss (Deceased Name) _____ had the following sum/s with Pune People's Co-Operative Bank Ltd, Pune to his/ her credit and I the undersigned is the Nominee to the said sum/s i.e.

Sr. No.	Branch	Type of Deposit	Account No. / Share Certificate No.	Amount
1.				
2.				
3.				

- f. The aforesaid deposits alongwith interest in his / her account and his / her shares has become repayable and transferable and as a Nominee of said deceased Mr. / Mrs. / Miss. (Deceased Name) _____, I am entitled to receive it.
- g. An aggregate sum of Rs. _____ (Rupees _____) and shares in the name of the deceased bearing share certificate bearing No. _____ of Rs. _____ stands to the credit / transferable from deceased Mr. /Mrs. / Miss (Deceased Name) _____ to me.
- h. The Bank has at my request has agreed to repay / transfer the aforesaid sum to me on the condition of executing of this undertaking. Hence I hereby undertake that I am receiving the payment of the aforesaid deposit accounts and / or shares as mentioned above as a Trustee of the legal heir and it will not affect the right or claim of any person.

I have executed this Undertaking upon clear understanding and the bindings incorporated.

EXECUTANT