**MONEY BOND WITH A SURETY FOR AN EXISTING LIABILITY**

**THIS BOND** is made at ………… on this …………. Day of.................. 20……… by A son of Shri …………. (hereinafter called the debtor) of the FIRST PART and B son of Shri ………….(hereinafter called surety) of the second part and C son of ………….. (hereinafter called the creditor) of the THIRD PART.

**WHEREOUS**

(1) The creditor C has supplied goods of the value of Rs …………

(Rupees ………….. only) from time to time to the said debtor A and his total indebtedness to the said creditor has amounted to Rs………….

(2) The said creditor has demanded the repayment of the said sum of Rs ………….which the said debtor is not in a position to pay at present.

(3)The said creditor at the request at the said debtor A, has agreed to accept the surety of Shri B ……….. for the repayment of the aforesaid dues on the terms and conditions mentioned below:

**NOW THIS BOND WITNESSES AS FOLLOWS:**

(1) That a sum of Rs …. is due from the said A to C which the said A hereby promises to pay to C the said sum of Rs in......... equal yearly instalments on the….day of each year commencing from the ……..day……..20………

(2) That B covenant with the creditor that in the event of the debtor committing default in payment of the said amount on the said due date, the surety shall pay to the creditor the said amount or any part there of remaining unpaid with interest on demand by the creditor. The surety further agrees that notwithstanding any indulgence or forbearance shown by the creditor to the debtor in payment of the said amount or any further time given to the debtor, the liability of the surety will not be discharged and will remain unaffected and absolute

Surety

WITNESSES

1.

Debtor

2.