GUARANTEE - SWORN LAND SURVEYOR

WHEREAS ........................................., Sworn Land Surveyor in the Republic of Mauritius, and its dependencies hereinafter called “The Surveyor” has applied to the ................................................................., hereinafter called “The Company” to enter into this security or Guarantee in order to enable him/her to practice his/her duty as Sworn Land Surveyor in Mauritius and its dependencies as provided by Section 5 of the Land Surveyor Act No. 11 of 1976, and the company has agreed to become surety for him/her within the terms of this Security or Guarantee, whilst he shall remain in his said office.

KNOW ALL MEN BY THESE PRESENTS, that the ............................................................. is, as from .............................................to ............................................. held firmly bound for the sum of Rupees .................................................. (Rs....................... ) of lawful money of Mauritius, to be paid to the Government of Mauritius for which payment to be well and faithfully made, the Company for itself and its assignees DO BIND THEMSELVES firmly by these present.

NOW the condition of the above written Security or Guarantee is such that if the Surveyor while he/she shall remain in his/her said office well and sufficiently perform and execute all and singular the duties of his/her said office, and conduct himself/herself with integrity in the matters which shall be entrusted to him/her as such Surveyor and shall satisfy all and every Liability incurred by him/her in his/her capacity or functions of Surveyor in respect of all and every one of his/her clients as provided by Section 5 of the Land Surveyor Act of 1976, then the above written Security or Guarantee shall be null and void, or else shall, subject to the provisions hereafter contained, BE and REMAIN in Full Force and Virtue.

PROVIDED that the Government of Mauritius shall, if required by the Company but at the Company’s expense, after any payment is made by the Company give all information and assistance to enable the Company to sue for and obtain reimbursement from the Surveyor and/or other person liable, their heirs, successors, administrators, assignees and representatives of any money which the Company shall have become liable to pay or has paid.

IN WITNESS WHEREOF, I, the Principal officer of the Company, have for and on behalf of the Company hereunto set my hands this ...........day of............................ in the year..........................

.................................................................

Principal Officer