GUARANTEE - NOTARY PUBLIC

WHEREAS Mr. ............................................................... a NOTARY PUBLIC, of Port Louis, in the Island of Mauritius, hereinafter called “THE OFFICER” has applied to ................................................................., Hereinafter called “THE COMPANY” to enter into this Security or Guarantee in order to enable him/her to practice law as a NOTARY PUBLIC in Mauritius as provided by SECTION 15 OF THE LAW PRACTITIONERS ACT NO.55 OF 1984, and THE COMPANY has agreed to become surety for him within the terms of this Security or Guarantee, while he shall remain in his said office.

KNOW ALL MEN BY THESE PRESENTS that............................................................... is as from......................... held firmly bound unto the THE ACCOUNTANT-GENERAL and/or THE GOVERNMENT OF MAURITIUS in the sum of FIVE HUNDRED THOUSAND RUPEES ONLY (Rs 500,000.-) of lawful money of Mauritius to be paid to THE ACCOUNTANT-GENERAL and/or THE GOVERNMENT OF MAURITIUS, their heirs, successors, administrators, assignees and representatives for which payment to be well and faithfully made, the Company for itself, its heirs, successors, administrators, assignees and representatives DO BIND THEMSELVES firmly by these present.

NOW the condition of the above written Security or Guarantee is such that if THE OFFICER while he/she shall remain in his/her said office shall well and sufficiently perform and execute all 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 OFFICER and shall satisfy all and every liability incurred by his/her capacity of functions of NOTARY PUBLIC in respect of all and every one of his/her clients as provided by SECTION 15 OF THE LAW PRACTITIONERS ACT NO. 55 OF 1984, then the above written Security or Guarantee shall be null and void, or else shall, subject to the provisions hereinafter contained, BE and REMAIN in Full Force and Virtue.

PROVIDED that THE ACCOUNTANT-GENERAL and/or 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 OFFICER, 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 GENERAL MANAGER OF THE COMPANY set my hands and the Seal of THE COMPANY at Port Louis, Mauritius this .........................

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