

Annexure XXII(2), (Vide Article-22.05)

A. 10000-2-2-6-0

Appendix 3

(See Fin. R. 51)

Form of Personal Security Bond

KNOW ALL MEN by these presents that I, A.B. of am held and firmly bound unto the Governor of Bombay (hereinafter referred to as "the Governor" which expression shall, unless excluded by or repugnant to

the context, include his successors in office and assigns) in the sum of rupees. . . . (Rs. . . .) to be paid to the Governor for which payment, well and truly to be made, I bind myself, my heirs, executors, administrators and legal representatives by these presents.

WHEREAS the above bounden A.B. was on the day of 19. . . . appointed to and now holds the office. in the office of

AND WHEREAS the said A.B. by virtue of such office is bound to collect (here describe the nature of the Cashier's/ Store-Keeper's/Sub-Store-Keeper's/Subordinate's duties) and to keep and render true and faithful accounts of his dealing with all property and money which may come into his hands or possession or under his control, such accounts to be kept in the form and manner that may, from time to time be prescribed by duly constituted authority and also to prepare and submit such returns, accounts and other documents as may from time to time be required of him;

AND WHEREAS the said A.B., has, in pursuance of rule 51 of the Bombay Financial Rules, 1959, been called upon to execute a bond with two sureties in favour of the Governor in the abovementioned sum of rupees. (Rs.) for the due and faithful performance by the said A.B. of the duties of his office, and of any other office requiring security to which he may be appointed at any time and of other duties which may be required of him, while holding any such office as aforesaid and for the purpose of securing and indemnifying the Governor against all loss, injury, damage, costs or expenses which the Governor may, in any way, suffer, sustain or pay, by reason of the misconduct, neglect, oversight or any other act of the said A.B. or of any person or persons acting under him or for whom he may be responsible.

NOW, the condition of the above-written bond is such that if the said A.B., has whilst he has held the said office of. . . . as aforesaid always duly performed and fulfilled the duties of his said office and if he shall whilst he shall hold the said office or any other office requiring security to which he may be appointed, or in which he may act, always duly perform and fulfil all and every duties thereof respectively and other duties which may from time to time be required of him, while holding any such office as aforesaid and shall duly pay into the Government Treasury at. all such moneys as are payable to Government and shall come into his possession or control

by reason of the said office and shall duly account for and deliver up all moneys, papers and other property which shall come into his possession or control by reason of the said office and if the said A.B., his heirs, executors or administrators shall pay or cause to be paid unto the Governor the amount of any loss or defalcation in the accounts of the said. within 24 hours after the amount of such loss or defalcation, shall have been demanded from the said A.B., by the Such demand to be in writing and left at the office or last known place of residence of the said A.B., and shall also at all times indemnify and save harmless the Governor from all and every loss, injury, damage, costs or expenses which has been or shall or may at any times or time hereafter during the service or employment of the said A.B., in such office as aforesaid, or any such other offices aforesaid, be sustained, incurred, suffered or paid by the Governor by reason of any act, embezzlement, defalcation, mismanagement, neglect, failure, misconduct, default, disobedience, omission or insolvency of the said A.B., of any person or persons acting under him or for whom he may be responsible, then this obligation shall be void and of no effect; otherwise the same shall be and remain in full force.

AND IT IS HEREBY FURTHER AGREED that in the event of the death of the said A.B., or on the final termination of the service of the said A.B., whether as such. as aforesaid, or otherwise, or in the event of the said A.B., ceasing to hold any office, requiring security this bond shall remain with the †[permanently or until it is certain that there is no further necessity for keeping it] for recovering any loss, injury, damage, costs or expenses that may have been sustained, incurred or paid by the Governor owing to the act, neglect or default of the said A.B., or any such other person or persons as aforesaid and which may not have been discovered until after his death or the termination of his said service or his ceasing to hold any office for which the security was required:

PROVIDED always that without prejudice to any other rights or remedies for recovering the loss or damage as aforesaid it shall be open to the Governor to recover the amount payable under this bond as an arrear of land revenue.

IN WITNESS WHEREOF the said A.B., has hereunto set his hand this day of 19

Signed and delivered by the abovenamed
A.B. in the presence of-

- 1.
- 2.

(Signatures)

We hereby declare ourselves sureties for the abovesaid A.B. that he shall do and perform all that he has above undertaken to do and perform, and in case of his making default therein, we hereby bind ourselves jointly and severally to forfeit to the Governor the sum of Rs. in which the abovesaid A.B., has bound himself, or such other lessor sum as shall be deemed to be sufficient by the . . . * . . . to cover any loss or damage which the Governor may sustain by reason of such default.

And we agree that the Governor may, without prejudice to any other rights or remedies of the Governor, recover the said sum as an arrear of land revenue.

And we also agree that neither of us shall be at liberty to terminate his suretyship, except upon giving to the said * . . . six calendar months' notice in writing of his intention so to do and our joint and several liability under this bond shall continue in respect of all acts, embezzlements, defalcations, mismanagements, neglects, failures, misconducts, defaults, disobedience, omissions and insolvencies on the part of the said until the expiration of the said period of six months.

Dated this the day of 19.

Signature of sureties in the presence of-

- 1.
- 2.

(Signatures)

In the presence of-

- 1.
- 2.

(Signatures)

* To be filled in.

+ Substituted by Notification dated 1.12.1969
