**BOND TO BE EXECUTED BY A GOVERNMENT SERVANT**

**NOT IN PERMANENT EMPLOY, WHEN PROCEEDING ON STUDY LEAVE**

KNOW ALL MEN, BY THESE PRESENTS THAT WE residents of ………… in the District of ………………. at present employed as …………… in the Ministry / Office of ………………. (hereinafter called "the Obligor") and Shri / Shrimathi / Kumari …………….. son / daughter of ……………….. and Shri / Shrimathi / Kumari …………… son / daughter of …………………….. and Shri / Shrimathi / Kumari …………… son / daughter of ……………. (hereinafter called "the Sureties") do hereby jointly and severally bind ourselves and our respective heirs, executors and administrators to pay to the President of India (hereinafter called ''the Government") on demand the sum of Rs. ………………….. (Rupees …………….. only) together with interest thereon from the date of demand at Government rates for the time being in force on Government loans or, if payment is made in a country other than India, the equivalent of the said amount in the currency of that country, converted at the official rate of exchange between that country and India AND TOGETHER with all costs between attorney and client and all charges and expenses that shall or may have been incurred by the Government.

WHEREAS the Obligor is granted study leave by the Government:

AND WHEREAS for the better protection of the Government, the Obligor has agreed to execute this Bond with such condition as hereunder is written. AND WHEREAS the said Sureties have agreed to execute this Bond as Sureties on behalf of the above bounden ……………………..

NOW THE CONDITION OF THE ABOVE WRITTEN OBLIGATIONS IS THAT, in the event of the Obligor Shri / Shrirnati / Kumari …………………….. failing to resume duty, or resigning from service or otherwise quitting service without returning to duty after the expiry or termination of the period of study leave or failing to complete the course of Study or at any time within a period of three years I five years after his return to duty, the Obligor and the Sureties shall forthwith pay to the Government or as may be directed by the Government, on demand the said sum of Rs. ……………….. (Rupees ………….. only) together with interest there on from the date of demand at Government rates for the time being in force on Government loans.

NOW FURTHER THE CONDITION OF THE ABOVE WRITTEN OBLIGATION IS THAT, the period of bond, mandating putting in service by the Obligor for the period as specified above, after expiry of the study leave availed by him or her, shall be extended by a comparable period, equivalent to the aggregate periods of leave of any kind availed by him or her during the currency of the bond period.

AND upon the Obligor Shri / Shrimati / Kumari …………………… and or Shri / Shrimati / Kumari ……………… and or Shri / Shrimati / Kumari ……………….. the Sureties aforesaid making such payment the above written obligation shall be void and of no effect, otherwise it shall be and remain in full force by virtue.

PROVIDED ALWAYS that the liability of the Sureties hereunder shall not be impaired or discharged by reason of time being granted or by any forbearance act or omission of the Government or any person authorized by them (whether with or without the consent or knowledge of the Sureties) nor shall it be necessary, for the Government to sue the Obligor before suing the Sureties Shri / Shrimati / Kumari …………… and Shri / Shrimati / Kumari …………… or any of them for amounts due hereunder.

The Bond shall in all respects be governed by the laws of India for the time being in force and the rights and liabilities hereunder shall where necessary be accordingly determined by the appropriate Courts in India.

Signed and dated this ………………. day of …………….. two thousand and …………

Signed and delivered by the Obligor …………………..

Above-named Shri / Shrimati / Kumari…………………………………………………

In the presence of ……………………………..

Witnesses 1. ……………………………..

2. ……………………………..

Signed and delivered by the Obligor …………………..

Above-named Shri / Shrimati / Kumari …………………………….

In the presence of ……………………………..

Witnesses 1. ……………………………..

2. ……………………………..

Signed and delivered by the Obligor …………………..

Above-named Shri / Shrimati / Kumari……………………….

In the presence of ……………………………..

Witnesses 1. ……………………………..

2. ……………………………..

Signed and delivered by the Obligor …………………..

Above-named Shri / Shrimati / Kumari……………………………….

In the presence of ……………………………..

Witnesses 1. ……………………………..

2. ……………………………..

ACCEPTED

for and on behalf of the President of India

EXPLANATION: The term 'currency of bond' means the period during which the liability of the Government servant is activated and the right of the Government is alive to claim the predetermined and stipulated amounts from the Government servant who fails to discharge his obligation.