

BOND

KNOW ALL MEN BY THESE PRESENTS THAT we the _____ (name of the organization as in Registration Certificates) an association registered under the Societies Registration Act, 1860 having been registered by the office of _____ (Name and full address of registering Authority), vide Registration Number _____ dated _____ office at _____ in the State of _____ (hereinafter called the obligor/obligors) are held and firmly bound to the President of India (hereinafter called the Government) in the sum of Rs. _____ (in words Rupees only) with interest therein @10% per annum well and truly to be paid to the President on demand and without demur, for which payment we bind ourselves and our successors and assigns by these presents.

2. SIGNED this _____ day of _____ in the year Two thousand and _____.
3. WHEREAS the obligor has sent a request proposal to Government, through the Union Ministry of _____ for Grants of Rs. _____ vide his letter number _____ dated _____; the obligor has agreed to execute this bond in advance, in favour of Union Ministry of _____ for entire amount of Rs. _____ as requested in the proposal sent to the Government. The obligor is willing to accept the proposed amount or any other amount approved/ sanctioned by the Government. The obligor is willingly executing this bond of proposed amount with the stipulation that obligor will be bound upto this amount or by the actual amount approved/sanctioned by the Government, whichever is less. The obligor is also willing to accept all terms and conditions mentioned in the "Letter of Sanction" to be issued by the Government.
4. WHEREAS the obligor is willing to accept the condition that all copyrights of the creations (audio-visuals, audios, photographs etc.) Of the production/activities done with the financial support provided by Government would belong to the Government to that extent and a part of the grant should mandatorily be specified for high quality recording of the event.
5. Now the condition of the above written obligation is such that if the obligor duly fulfil and comply with all the conditions mentioned in the letter of sanction, then above written bond or obligation shall not be enforceable. But otherwise it shall remain in full force and virtue. If a part of the grant is left unspent after the expiry of the period within which it is required to be spent, the obligor agrees to refund the unspent balance along with interest at the rate of 10% (ten percent) per annum unless it is agreed by the sanctioning authority to be carried over to the next financial year. The amount of grant shall be refunded along with interest earned thereon.
6. The Society/Trust (obligor) agrees and undertakes to surrender/pay to Government the monetary value of all such pecuniary or other benefits which it may receive or derive/have received or derived through/upon unauthorized use (such as letting out premises for adequate or less than adequate consideration or use of the premises for any purpose other than that for which the grant was intended) of the property/building or other assets created/acquired/constructed largely from out of Government grant. The decision of the Secretary to the Government of India in the Ministry of _____, Department of _____ or the administrative Head of the Department concerned shall be final and binding on the Society/Trust (obligor), in respect of all matters relating to the monetary value mentioned above to be surrendered/paid to the Government.
7. The member of the executive committee of the grantee(obligor) will
 - (a) abide by the conditions of the grants in aid by the target dates, specified in the letter of sanction and
 - (b) Not divert the grants or entrust execution of the scheme or work concerned to other institution(s) or organisation(s); and
 - (c) abide by any other conditions specified in the agreement governing the grant-in-aid.

In the events of grantee(obligor) failing to comply with the conditions or committing breach of the conditions of the bonds, the signatories to the bonds shall be jointly and severally liable to refund to the President of India (Government), the whole or a part amount of the grant with interest @10% per annum thereon.

8. AND THESE PRESENTS ALSO WITNESS THAT

(i) The decision of the Secretary to the Government of India in the Ministry of _____, Department of _____ on the question whether there has been breach of violation of any of the terms and conditions mentioned in the sanction letter shall be final and binding on the obligor; and

(ii) The Government shall bear the stamp duty payable on these bonds. The cost can be adjusted from the grants.

In witness whereof these presents have been executed as under on behalf of the obligors and day herein above written in pursuance of the Resolution No. _____ dated _____ passed by the Governing Body/Executive Committee of the obligor, a copy whereof is annexed hereto as Annexure B.

(_____)

Signed for and on behalf of the grantee

Name of the Obligor (Association, as registered)

Full Mailing Address

Tele. Number/Mobile No.

E-mail address (if available)

Fax No.

(In the presence of) Witness with name, complete address and signature

i)

ii)

1. Registration Number of Association

2. Date of Registration

3. Registration Authority (RA):

4. Mailing Address of (RA)

5. Telephone No./E-mail etc of RA

(Sign)

Accepted for and on behalf of the President of India

Designation

Date

Name & Address

Note: The grantee must note/check the following before sending this document

(i) The Bond should be on Rs.20/- Non-Judicial Stamp paper and should be submitted in original.

(ii) The authorized signatory should put his signature on every page of the bond with stamp of the organisation.

(iii) The Name and Signature of two witnesses with their full address must be entered in the bond.