

Bond (Annexure VI(A))

(To be furnished on a Rs.20/- Non-Judicial Stamp Paper)

BOND

KNOW ALL MEN BY THESE PRESENTS THAT we the..... (Write the name of the Organization as in Registration Certificates) as 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..... (herein after 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 Rs.*.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 find ourselves and our successors and assigns by these presents.

2. SIGNED this.....* day of.....* in the year two thousand and.....*.

3. WHEREAS the obligors has sent a request proposal to Government through the Union Ministry of Social Justice & Empowerment for grants of Rs.(write the amount of grants-in-aid applied for/estimated budget) Vide his letter number dated (Write the no. and date of the forwarding letter of the NGO), the obligors has agreed to execute this bond in advance, in favour of Union Ministry of Social Justice & Empowerment 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. Now the condition of the above written obligation is such that if the obligors duly fulfill and comply with all the conditions mentioned in the letter of sanction, then above written bond or obligation shall be void and of no effect. 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 obligors agree 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.

* To be filled by the Ministry of Social Justice & Empowerment. NGO need not fill it.

5. The Society / Trust 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 Social Justice & Empowerment or the administrative Head of the Department concerned shall be final and binding on the Society/Trust, in respect of all matter relating to the monetary value mentioned above to be surrendered / paid to the Government.

6. The member of the executive committee of the grantee 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 organization (s); and
- c. Abide by any other conditions specified in the agreement governing the grants-in-aid.

In the events of grantee 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, the whole or a part of the grant with interest @ 10% per annum thereon. The stamp duty for this bond shall be borne by the Government.

7. AND THESE PRESENTS ALSO WITNESS THAT

- i. The decision of the Secretary to the Government of India in the Ministry of Social Justice & Empowerment on the question whether there has been breach or violation of any of the terms and conditions mentioned in the sanction letter shall be final and binding on the obligors; and
- ii. The Government shall bear the stamp duty payable on these presents.

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 of the obligors, a copy whereof is annexed hereto as Annexure B.

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Signed for an on behalf of ***.....
Signature of the grantee.

(Name of the Obligor Association, as registered)
Full Mailing Address.....
Telephone Number/Mobile No.....
E-mail address (if available).....
Fax Number.....

(in the presence of) Witness name, address and signature

(i)

(ii)

(Sign)

Accepted for an on behalf of the President of India

Designation

Date

Name & Address

** Write the No. & date of the Resolution of the Management / Executive Committee vide which Organization has authorised the designated person to sign its bond.

*** Name of the NGO

\$ Name and Signature of the Office Bearer who has been authorised by a Resolution of the NGO to sign such Bond.