

FORM 8

[The principal and his sureties mortgage immovable with liberty to the principal and his sureties place money on deposit receipt instead]

KNOW ALL MEN by these presents that we

son of _____, of _____,
son of _____, of _____, and
son of _____, of _____, are held
and firmly bound unto the Governor of Uttar Pradesh in the sum of Rs. _____
to be paid to the said Governor of Uttar Pradesh his successors or assigns, or his or their
certain attorney or attorneys for which payment well and truly to be made we bind
ourselves, our heirs, executors, administrators and representatives jointly and every two
of us bind ourselves, our heirs, executors, administrators and representatives jointly and
each of us binds himself, his heirs, executors, administrators and representatives
severally firmly by these presents;

WHEREAS the above bounden _____ (hereinafter
called the Treasurer) was on the _____ day of _____ 195 _____, appointed to and now
holds and exercise the office of Treasurer at _____; on the condition that the
appointment of the said _____ shall be part time temporary and with no benefits of
leave and pension and shall be liable to be terminated by the Governor of Uttar Pradesh
at any time in their discretion by giving a notice to the said _____ for any period of
not less than one month without assigning any reason therefore, and the said _____ shall
not thereupon have any right to any compensation whatsoever;

AND WHEREAS by virtue of such office the Treasurer has amongst other
duties the care, charge and oversight of and responsibility for the safe and proper storing
and keeping in the places appointed for the custody thereof respectively of all moneys,
specie, bullion coin, jewels, Government currency notes, stamps and Government
securities of whatever description, gold, silver, copper, lead, together with all other
metals, good, stores, chattels or effects stored and used at, received into or despatched
from the treasury of _____ or paid deposited or
brought into the said treasury by any person or persons whomsoever and for any purpose
or purposes whatsoever;

AND WHEREAS the Treasurer as such treasurer as aforesaid is also
responsible that all such moneys, specie, specie, bullion, coin, jewels, Government
currency notes, lead, together with all other metals, goods, stores, chattels or effects
(hereinafter together only called "the said property") are and is of full measure and good
quality when received into the said treasury and until he has duly accounted therefor and
for every part thereof in the manner hereinafter described;

AND WHEREAS the Treasurer is bound from time to time, whenever called
upon to do so, to show to his superior officers that the said property and every part
thereof save so much thereof as he has duly accounted for is at all time intact in the
places aforesaid and is also bound to attend for the purpose of discharging his duties
aforesaid at such time and places as his superior officers may appoint;

AND WHEREAS the Treasurer is further bound to keep true and faithful
accounts of the said property and of his dealings therewith under written orders of his
superior officers respectively in the form and manner that may from time to time be
prescribed under the authority of Government and also to prepare and submit such
returns and such accounts as he may from time to time be called upon to prepare and
submit;

AND WHEREAS the bulk of the said property remains as well in the care, charge and custody of the treasury officer for the time being at _____ as of the Treasurer but as between himself and the said Governor of Uttar Pradesh herein after called “the Governor of Uttar Pradesh” which expression includes his successors and assigns the Treasurer is alone responsible and answerable therefor and every part thereof;

AND WHEREAS the responsibility of the Treasurer for the said property and every part thereof does not cease until the same has been duly used under the written orders aforesaid and accounted for or been duly despatched from the said treasury and delivered over to and a full and complete discharge therefor obtained from such persons and at such places as the district officer of _____

or other the person exercising his functions for the time being under the sanction of the Government of Uttar Pradesh may direct;

AND WHEREAS in consideration of the appointment of the Treasurer to his said office the Treasurer has mortgaged to the Governor of Uttar Pradesh all his right and interest in the immovable property described in the first schedule hereto and said¹ has mortgaged to the Governor of Uttar Pradesh all his right and interest in the immovable property described in the second schedule hereto and the said.

¹ Surety.

¹ Surety.

has mortgaged to the Governor of Uttar Pradesh all his right and interest in the immovable property described in the third schedule hereto for the purpose of in part securing and indemnifying the Governor of Uttar Pradesh against all loss and damage which he might or may in any way suffer by reason of the said property or any or parts thereof being in any way consumed, wasted, embezzled, misspent, lost, misapplied or otherwise dishonestly, negligently or by or through oversight or violence made away or parted with by the Treasurer or by any person acting for him in his said office during his absence or otherwise or by any sub-treasurers, servants, clerks, sircars, cash-keepers, potdars, coolies or other persons serving under the Treasurer or any person action as aforesaid for him in his said office or any other-person or persons, whomsoever whether in the service of the Government of Uttar Pradesh or otherwise;

AND WHEREAS the Treasurer hereby acknowledges that he is bound by all condition, rules and regulations prescribed by the Government of Uttar Pradesh and in force for the time being and regulations prescribed by the Government of Uttar Pradesh and in force for the time being and such departmental rules and orders as may from time to time be issued by authority and may be in force, and especially with reference to his relations and dealings with and the rights of his subordinates and his superior officers, and that it is his duty to keep himself acquainted at all times with the contents of such rules and regulations and such departmental rules and orders as aforesaid and all or any alterations made from time to time therein;

AND WHEREAS the Treasurer and the said _____ and as the Treasurer's in that behalf have entered into the above bond in the penal sum of Rs. _____ conditioned for the due performance by the Treasurer and by any person acting for him in his said office during his absence or otherwise of the aforesaid duties of the said office and of other the duties appertaining thereto or which may lawfully be required of him or them and the indemnity of the Government of Uttar Pradesh against loss from or by reason of the acts or defaults of the Treasurer and of all and every the persons and person aforesaid;

NOW the condition of the above written bond is such that if the Treasurer and every person acting as aforesaid for him in his said office has whilst they respectively have performed and fulfilled the said duties of the said office and other the duties aforesaid and if the Treasurer and every person acting as aforesaid for him in his said office shall they respectively hold or exercise the duties of the said office always duly perform and fulfil all and every the aforesaid duties thereof and perform and observe all

and every the said conditions, rules and regulations and the said departmental rules and orders, and further If the Treasurer and his said sureties do and shall indemnify and save harmless the Governor of Uttar Pradesh from and against all and every loss and damage which the time the Treasurer or any person acting as aforesaid for him in his said office has held, executed and enjoyed the said office has happened or been sustained or shall or may at any times or time hereafter happen to, be sustained by, the Governor of Uttar Pradesh, the Government of Uttar Pradesh or the said district officer for the time being or any such servant as aforesaid by from or through the means of the neglect, failure, misconduct, disobedience, omission or insolvency of the Treasurer or of any person acting as aforesaid him in his office or of any of the sub-treasurers, servants, clerks, sircars, cash-keepers, potdars, coolies or other persons nominated by or serving under the treasurer or of any person acting as aforesaid for him in his said office or of any other person or persons, whomsoever or by, from or through the consuming, wasting, embezzling stealing, mispending, losing, misapplying or otherwise dishonestly or negligently or through oversight or violence making away or parting with the said property or any part or parts thereof by any person or persons whomsoever whilst the Treasurer or any person acting as aforesaid for him in his said office has held or executed the duties of the said office or shall hold or execute the duties of the said office;

THEN this obligation shall be void and of no effect. Otherwise the same shall be and remain in full force and virtue.

PROVIDED ALWAYS and it is hereby agreed that neither of the Treasurer said sureties shall be at liberty to terminate their surety ship except upon giving to the district officer for the time being or the Government of Uttar Pradesh six calendar months notice in writing of his or their intention so to do and in the event of any such notice being given the liability under this bond of the surety by whom such notice shall be given shall be thereby determined in respect only of acts and omissions happening after the expiration of the said period of six months.

PROVIDED ALSO and it is hereby agreed between the Governor of Uttar Pradesh on the one side and the Treasurer as mortgagor of the immovable property described in the first schedule hereto and the said¹

¹ First surety

as mortgagor of the immovable property described in the second schedule hereto and the said²

² Second surety

mortgager of the immovable property described in the third schedule hereto on the other side, that subject to the provisions of section 69 of the Transfer of Property Act, 1882, or other corresponding enactment for the time being in force and without prejudice to the rights conferred upon the Governor of Uttar Pradesh by section or his officers and servants duly authorized in that behalf may from time to time as occasion shall require without the intervention of any court and without any further consent on the part of the Treasurer or of the said¹ or of the said² as the case may be or of the heirs, executors- trators and representatives of the Treasurer or the said¹ or the said² sell all or any of the immovable property described in the first, second and third schedules hereto or any part or parts thereof either together or in parcels and either by public auction or by private contract with power to make such conditions respecting title or evidence of title or as to the payment of the purchase money or otherwise as the Governor of Uttar Pradesh fit and to buy in the same or any part thereof and to rescind or vary any contract for sale and re-sell the same without being answerable for any loss or to convey the same when sold as the purchaser or purchasers shall direct and to apply the proceeds in and towards the indemnity as aforesaid of the Governor of Uttar Pradesh

¹ First Surety

² Second Surety

as the Governor of Uttar Pradesh (as the Governor of Uttar Pradesh may think expedient) to take all or any of the immovable property described in the schedule hereto under his direct management and to retain for his own use the profits thereof until he shall have thereby or otherwise re-imbursed himself for any loss against which he is entitled to be indemnified under the terms of these presents, And each of them the Treasurer and his sureties as regards the immovable property hereby mortgaged by him covenants with the Governor of Uttar Pradesh that such property is his own separate property and is free from incumbrances;

PROVIDED ALSO and it is hereby expressly agreed by the Treasurer and his said sureties with the Governor of Uttar Pradesh that it shall be lawful for the Treasurer or either of his sureties with the sanction of the Government of Uttar Pradesh (hereinafter called the Government) in substitute as security in lieu of the mortgage security aforesaid and without in any way affecting the obligations of the said bond or the liability of the Treasurer and his said sureties as such sureties as aforesaid a sum of the same amount as the sum so secured and to place the said sum upon fixed deposit in the , Limited to the credit of the for the time being of Uttar Pradesh;

AND THAT in case all or any of them the Treasurer and said sureties shall with such consent as aforesaid deposit such sum as aforesaid as security in lieu of the said mortgage security and after the same has been deposited the Treasurer shall die or shall vacate his said office of Treasurer the sum or sums so substituted shall be retained and remain for the term of six months after the date of death or such vacation of the said office, as the case may be as security against any loss or damage that may have been or may thereafter be incurred by the Governor of Uttar Pradesh and in respect of which the Treasurer or other depositor and his heirs, executors, administrations and representatives after his death is and are or shall or may be liable to indemnify the Governor of Uttar Pradesh;

AND THAT the Government may if it thinks fit pay to the depositor the interest when realized on any sum so deposited as aforesaid;

AND THAT the Government may at its discretion and on the request of the depositor withdraw any such sum as aforesaid from the Bank in which it is deposited and place the same on fixed deposit in the Imperial Bank of India or the Allahabad Bank, Limited, or the Central Bank, Limited, to the credit of such officer as aforesaid and for the purposes aforesaid;

AND THAT if any such sum or any part thereof is lost by reason of the failure or defalcation of the Bank in which the same is at any time deposited, neither the Governor of Uttar Pradesh nor any officer serving under him shall be in any liable for such loss and the depositor shall immediately furnish to the Governor of Uttar Pradesh either in cash or in such other form of security as may be sanctioned by the Government orders then in force security equivalent to the amount lost in such manner as aforesaid:

PROVIDED ALWAYS that the return at any time of any such sum shall not affect the right of the Governor of Uttar Pradesh to take proceedings, upon or under the said bond against the Treasurer and his said sureties or any of them in case any breach of the conditions of the said bond shall be discovered after the return of the said sum, but the responsibility of the Treasurer and his said sureties shall at all times continue and the Governor of Uttar Pradesh shall be fully indemnified against all such loss or damage as aforesaid at any time.

IN WITNESS to the above written bond and to the mortgages terms and conditions hereinafter contained we have hereunto set out bands this.

(1) (*Treasurer*)—Signed by the said
in the presence
of and
of

(2) (*Surety*)—Signed by the said
in the presence
of
of and

(3) (*Surety*)—Signed by the said
of and
of

The First Schedule above referred to

The Second Schedule above referred to

The Third Schedule above referred to