

THESE REGULATIONS MAY BE CALLED THE SHREE SIDDHI VINAYAK GANPATI TEMPLE TRUST (PRABHADEVI) SERVICES (GENERAL CONDITIONS)

Shree Siddhi Vinayak Ganpati Temple Trust (Prabhadevi) Services (General Conditions of Services) Regulations, '2008 The Shree Siddhi Vinayak Ganpati Temple Trust (Prabhadevi) Act, 1980 In exercise of the powers conferred by sub-section (3) of section read with sub-section (2) of section of the Shree Siddhi Vinayak Ganpati Temple Trust (Prabhadevi) Act, 1980 of 1981), Siddhi Vinayak Temple Trust Management Committee, hereby makes, with previous approval of the Government of Maharashtra, the following regulations; namely • GENERAL Short and commencement- (I) These regulations may be called the Shree Siddhi Vinayak Ganpati Temple Trust (Prabhadevi) Services (General Conditions of Services) Regulations, 2008 They shall come into force 2008 2. Extent of application.- Except as is provided by or under these regulations these regulations shall apply to all persons appointed to the Trust services and posts in connection with the affairs of the Trust

3. Power of interpretation,—If any question arises relating to the interpretation of these regulations, it shall be referred to the Committee thereon shall be final, - 4, Power of relaxation.- Where the Committee is satisfied that the operation of any of these regulations causes or is likely to cause undue hardship in the case of any Trust servant or class of Trust servants, it may, with the prior approval of the Government, by an order in writing, exempt any such Trust or class of Trust servants from any provisions of these regulations or direct that such provisions shall apply to such Trust servants or class of Trust servants with such modifications not affecting the substance thereof; as may be specified in such order. Validity of terms of contract-- The terms of a specific contract enforceable at law necessarily override the provisions of these regulations 51 Regulation of claims to pay and allowances.- A Trust servant's claim to pay and allowances by the regulations in force at the time in respect of which the pay and allowances are earned. 7, Exercise and delegation of powers under these regulations—it shall be open to the Committee to prescribe, by general or special order, which powers these regulations may be exercised or delegated to the Executive Officer or any other officer of the Trust. CHAPTER - DEFINITIONS h, Definitions, - In these regulations, unless the context otherwise requires, - (1) "Act" means the Shree Siddhi Vinayak Ganpati Temple Trust (Prabhadevi) Act, 1990 (Mah.VI of (2) "Act" means the strength of a service or a part of a service sanctioned as separate unit (3) "Committee" means the Management Committee constituted under section 5 of the Act (4) "Compensatory allowance" means an allowance granted to meet the expenditure necessitated by the special circumstances in which duty is performed. It includes different types of travelling allowances, (5) "Competent authority" in relation to the exercise of any power, means the Committee, or any authority to which the power is delegated by or under these regulations. (6) "Date of first appointment" means the date the Trust servant assumes the duties of his first post in the Trust service. (7) "Day" means the period beginning from one midnight and ending with the next midnight. (8) "Executive Officer" means the Executive Officer appointed by the Government under section of the Act. "Duty" includes, - 52 (a) Service as a probationer; (b) joining time; (c) a course of instruction or training authorised by or under the orders of the Committee; The time reasonably required for the journey to the place of training and from the place of training, - is part of the period of training. When one or more holidays the period of training, the training period may be deemed to have been extended to cover such holidays. (d) the period occupied.- (i) leave; (ii) for a language examination prescribed by the Trust at which a Trust servant has been granted permission to appear; (iii) in attending an examination a Trust servant must be absent from his place of examination. This should not be more than twice for each examination. If an examination is taken immediately before leave, the leave shall be deemed to have commenced from the date following the completion of the examination, in cases where an examination is taken in interruptible leave or immediately after the time occupied in for the examination, including the time necessary for going to and from the place of examination, shall be treated not but as leave (e) the time which a Trust servant required to wait compulsorily until receipt of his posting orders in the cases mentioned below (f) orders of transfer are held in abeyance, cancelled or modified while in transit; who, on return leave or on abolition of the post held by him, has to receipt of posting orders; or (g) who, on at the headquarters of the post to which he is posted is not in

a position 10 take charge of the post from Trust servant to he relieved- period availed of to resume duties after the receipt of posting orders shall not exceed the joining time admissible the regulations and shall be treated as a continuation of the period of compulsory waiving, the period intervening between the date on a Trust servant is allotted for special or other duty and the date on which he takes over charge, provided the period does not exceed the time which would be permissible to Trust servant' (10) appointment- means the appointment of a person who is not holding any appointment Trust, even though he may have held an appointment. *Government" means the Government of Maharashtra, (12) "Joining time" means the time allowed to a Trust servant to join a post or to travel from a station to which he is posted. (13) "leave" means permission to remain absent from duty granted by Competent Authority under the Shree Siddhi Vinayak Ganapati Temple Trust (Prabhadevi) Services (Leave) Regulation, (14) "Lien"- the title Trust servant to hold Substantively, either immediately or till the termination of a period on periods of absence, permanent post; including a tenure post, to which he has been appointed substantively (15) "Month" means a calendar month. In calculating period expressed in months and days complete calendar months, irrespective of the number of days in each, should first be calculated and the odd number of days calculated subsequently, Instruction- Calculations of period expressed in terms of months and days should be made as under:- 54 (a) To calculate months and 20 days on and from the January, following method should be adopted;— D. 7 Eatl' January to January, February to April 1st May to May 1st O. O. M. O. S. S (b) The period commencing on 30th January, and ending With March should be deemed as month and 4 days, as indicated below 30th January to 31st January February March to end March Y. O. O. M. O. 1 D 9 "Officiate 3" Trust Servant officiates in a post when he performs the on which another person holds a lien. A competent authority may, if it thinks fit, appoint a Trust servant to officiate in a vacant post on which no other Trust servant holds a lien. Pay" means the amount drawn monthly by Trust servant (i) the pay (including special dearness pay) which has sanctioned for a post held by him substantively or in an officiating capacity; Or to which he is entitled by reason of his position in a cadre; (ii) personal pay and special pay; and (iii) any other emoluments which may be specially classified as pay by the Committee, Permanent post " means a post carrying a definite rate of (18) * pay sanctioned without limit of time. Personal pay' additional pay granted to a Trust (19) " servant, 55 (h) to give from a post of Substantive pay respect of a permanent post other post due to a revision of pay or due to any of such substantive otherwise then disciplinary measure or (b) in exceptional circumstances, on other personal considerations. Presumptive pay: of a post, with reference to any particular Trust servant; means the pay to which he would be entitled, the said post and were performing its duties, but it does not include special pay unless the Trust servant performs or discharges the work or responsibility; in consideration of which special pay was sanctioned. (21) "Probationer" means a Trust servant employed on probation in or with substantive or temporary vacancy in the cadre of the Trust. Note 1. No appointed substantively to a permanent post in a cadre a probationer, unless definite conditions of probation have been attached to his appointment, such as the condition that he must remain on probation pending the passing of certain examination. Note 2. A Trust servant (other than one who holds substantively a permanent post) appointed on probation to a temporary post will be treated for all purposes as temporary Trust servant. Note 3. The status of a probationer is to be considered as having the attributes of a substantive status except where the regulations prescribe otherwise, (22) "selection grade" means a scale of pay. which has been sanctioned specifically as a selection grade by an order of the Committee with the prior approval of the Government. (23) "Special Pay" means an addition, of the nature of pay, to the emoluments of a post or of a Trust servant granted in consideration of,— (a) the specially arduous nature of the duties. (b) a specific addition to the work or responsibility 56 (24) "substantive pay means the pay other than special pay; personal pay or emoluments classified as pay by Trust clause (iii) of sub-regulation (16) to which a Trust servant is entitled on account of a post to which he has been appointed substantively or by reason of his substantive position in a cadre, (25) "Temporary post means a post carrying a definite rate of pay sanctioned for time. Note--- Substantive to temporary- post should be made limited only, as for example. when to all intents and purposes. quasi—permanent or when they have — sanctioned for a period of not less than, or there is reason to believe that they will not terminate within a period three years. •all Other _ -cases, in temporary posts should be officiating capacity only, Instruction— The of substantive appointment to temporary posts in the be allowed be enjoyed by more than one person simultaneously, "Therefore, a Trust servant has already been appointed substantively to post

and there temporary interruption in his tenure of the post, it would not be proper to appoint another Trust servant substantively to the post during such temporary' Giffert-uption, For this purpose, interruptions which to last for less than three years may be treated temporary. It follows, therefore, that where a Trust servant is 'already appointed substantively to it unless the previous holder the post has been transferred from it permanently or unless he has been transferred temporarily and there is reason to believe that he will remain absent the post for a period of not less than three years (26) 'Tenure post' means a permanent post which an individual servant may not hold, for more than a limited period without reappointment, "Time-Scale Pay" means the pay which (a) subject to any conditions prescribed these regulations, rises by periodical increments from a minimum to a maximum; (b) time-scales are said to be identical if the minimum, the maximum, the period of increment and the rate of increment of the time-scales are identical; 57 (e) post is said to be on the same time-scale another post or time-scale, if the two time-scales identical the posts fall within a cadre, or a Group in a cadre, such cadre or Group been created in order to fill all posts involving duties of approximately the character or degree of responsibility in a service establishment or group of establishments, so that the pay of the holder of particular posts determined by his in the or Group and by the fact that he holds that post. *Transfer' means the movement of a Trust servant from one headquarters station to which he is employed to another such station either— (a) to take up the duties of a new post; or (b) in consequence of a change of his headquarters. "Transit Time" actual to reach the destination of tour from the headquarters or home outstation to another outstation by the ordinary of travel Trust" means the Trust under the Shree Siddhi Vinayak Ganpati Temple Trust (Prabhadevi) Act, (Mali. VT 58 CHAPTER - 111 CLASSIFICATION, CATEGORIES AND STRENGTH OF STAFF •O. Classification of Posts (1) The Trust servant be classified as under (i) Group A Officers, the minimum of whose scale of pay is Rs. 10000/— or more. (ii) Group B Officers, the minimum of whose scale of pay is Rs. 3,000/— more but Rs. 10,000/— except the Scenographers in any grade. (iii) Group C servants, the minimum of whose of pay is Rs, but below Rs 5,000/— and the Scenographers in grade. Group and other 4 Trugi the minimum of whose scale pay less than 50/-. (9) case of revision of pay scales of the Trust the corresponding minimum of the revised scale of pay shall be treated as the minimum of the scale of pay for the purpose of classification of posts as mentioned in Categories of Trust servants- — For the of regulations there shall be two categories of Trust servants as under: — (i) Permanent servants'.- Permanent servants are those servants who are appointed, either by direct recruitment or by promotion, to permanent post and have completed prescribed period of probation or extensions -in probation period -satisfactory, if any. and who are appointed in writing by the appointing authority; ii) Temporary servants;— Temporary servants are those servants who are not permanent servants. 11, Strength of Staff.- The Committee, with the prior sanction of the State Government, whenever required, shall from time to time, the number of permanent and temporary posts in all Groups and may, from time to time, create new posts for carrying-out functions of the Trust.

CHAPTER APPOINTMENTS, PROMOTION, TERMINATION OF SERVICE SUPERANNUATION

SECTION 1 — APPOINTMENTS Appointing Authority.— All appointments to the posts except the Executive Officer shall be made by the mg. Recruitment.- (1) The Committee shall by an order lay down the policy and procedure for the posts in various Groups categories and may also prescribe the forms of application to be filled in by the candidate and certificates and testimonials to be enclosed with such application. (2) The appointing authorities in the Trust shall while making recruitment to the services of the Trust, follow the directives issued by Government of Maharashtra, from time to time, in connection with recruitment of candidates belonging to Scheduled Caste, Scheduled Tribe, Denotified Tribes, Vimukt latit Nomadic Tribes' Other handicapped persons, ex- servicemen, etc. for recruitment in Government services without any prejudice to the customs and usages of the Temple Age. (T) The age person at the time of his first appointment to the Service of the Trust shall exceed the limit prescribed by the Committee, from time to time: Provided that, the Committee in deserving cases, appoint the persons above the age limit to obtain services of expert and/ or experienced persons: Provided further that, the age limit prescribed by the Government, of Maharashtra for recruitment of the candidates belonging to Scheduled Caste, Scheduled Tribe, Denotified Tribes Vimukt, Jatit Nomadic Tribe, Other Backward Class, handicapped persons, ex-servicemen, etc. shall be followed mutatis mutandis, (e) Evidence of age shall be produced by the Trust servants to the satisfaction of the authority at the time of employment; Provided then if any Trust servant is unable to produce satisfactory evidence of age, the appointing

•authority may direct such Trust servant to obtain at his értificate ofhåsaage Trott) a Civil Surgeon or any Gvve:miaentLMedical in that his age shall be as nrentinned in such certficme cm the date issue ofihht certificate, Medical Certificate. • (I) Every person appointed for first time to any post in the Trust service shall. before joinibgdutv that post. or two months from the date of .joining, furnish .a medical of fitness in the form prescribed in Appendix I. Such certlficate slidil 'be obtained Civil Surgeon ot oaryy Government O nicer. (Y) certificate of fitness neecbbe furnished by a perseti to be or .ppo;nteå on deputation from State Government. The fee, if any, for obtaining such medical certificate shall be paid by such person in the fir5t: instance and it shall_bg reimbursed to him on production ofa receipt if he has been round medically fit. 1 Furnishing of Security Every Trust servant shall, ifso by the Executive Officer. filrnish för fåithtiLL discharge of his duties, sueli se.jriry in or in such form" tile Committee imits discretion may determie and execute * security bond in the prucihcd in Appendix 11 The security so furnished shall be invetéli by the Trust as the Cotnrniftee may determine from time to time. 17- Reappointment— (L) No person who has been terminated or has otherwise ceased to bein the service of the Trust may be re-employed by the Comraittee except peeial circumstances to be recorded in writing. 61 (2) Except as otherwise provided by the Cornrti'tee at time Of re-employment, these regulations shall apply to a person who is re-employed in the service ot the Trust as if he has entered the service, for the first time or, the ree employment, SECTION 11 — PROBATION 18, Period of Probation every Trust servant, except •those appointed on deputation, shall be, on 'his first appointment in khe Trust service, on probation for a period of not less one ,year commencing date of appointillent, to, Pay during Probation period Trust servants on probation after first appoi ntment may be paid a stipend to the extent of initial Basic Pay the time-scale of that post. {2) Drawal of increment of Trust •servant on probation first appointment on time-scale Of pay be rebulated under the relevant uaJ The first incitement *hall be released alter Otae year on Completion probation 50ti5hctory,, (b) A Trust servant whose probationary period is extended on -account of leave (except casual leave) taken by Such Trust servaot during the probationary period, shall bp allowed to draw on his appointment to the post on long' term basis after completion of the probationary period satisfactorily, pay he would have: drawn had he not been on probation and also be eligible fior arrears and allowances to him. if any. (c) A Trust servant whose probationary period is extended on account of failure to pass any prescribed examination within the prescribed limit or due to unsatisfactory performance, as the case may be, shall be allowed to draw second int'Rment only with effect from the date of satisfactory completion of the probationary period aori he shall not be eligible to any of pay and allowancesv 62 (d) The orders regarding extension of probationaSy issued Individual cases should specifically indicate the reasons for such extension. SECTION 111 - TERMINATION OF SERVICE 20. Termination ofService by the Trust,- Trust may at any time and without assigning any reasons discharge a Trust servant the service of Elle Troost during his probation period hygiviog notice writing in that behalf for period not less than;- Ka} Seven during the first month. and (h) One month during the rest of the probation period or by making of seven Clays or one rv,outh's initial basic pay time-scale. as the ease may be, in lieu tiaereof W) The -Trust may at any time terminete the services of any temporary TruSt, servant the probationer Trust servant) after giving months notice in writing one nxonths pay in lieu thereof (3) to discharge Trust senatltis probation or terminatetilé service• of the TruSt servants under sub- and {2) shall be by the respective appointing authorities: (4}NotbingcontainerI this regulation shall affect the right of (a) to retire, or dismiss a Trust servant without giving notice or pay in lieu thereof in accordance q: Chapter VI; (b) to terminate the services of a Trust servant •svithoutnotice or payin lieu tbereofon his certified by the Civil Surgeon or any equivalent Government MedicalAuthority to be permanently. In-capacitated for further continuous service in the Trust. (5) Every tetnporwy or permanent Trust servant on termination Of hls services the Shall be entitled to receive pay and allowances for the unaveiled earned leave at his credit on the dutc or termination subject to the 63 maximum limit the earned leave normally allowed to be accumulated at credit, 21. Notice of termination of servieeajy Trust servant.- (1) No Trust servant of the Trust shall leave or discontinue lii\$ service in the Trust by tendering resignation or otherwise without giving prior notice in writing to the Executive Officer intention to leave or discontinue thc service. Tlge period (if such notice shall not be less than the notice period prescribed for the Trust under regtilation for and three months' notice in case ofpermanent Trusc (2) Ifa Trust servtnt leaves discontinues service in the Trust Sri contravention of the provision of sub-regulation the q•rust servant 'Shall he liable to pay as compensation to the Trust as a gum equal pay the period of notice applicable toand required of him, Explanationl.— The

expression "Month" used in this section shall be according to the English calendar shall from the day following that on which notice given by the Trust servant or the Trust. as the case be II- Notice given by a Trust servant under sub-regulation shall be deemed to be proper only. if he remains on duty during the period of the notice and Trust servant shall not be entitled set off any leave earned and not availed of by him against the period of such notice Explanation III. If a Trust servant to whom notice is given by the Trust in pursuance of the provisions of regulation, remains absent from duty without permission, or sanction of leave during the period of notice. he shall not be entitled to receive any pay or allowance during the period of absence and shall be further liable to such penalties as the Executive Officer may deem fit to impose, 64 SECTION IV — HOLIDAYS Holidays (g) Holidays which are admissible time to time shall be specified by the Committee. Trust servant shall avail the holidays, subject to the declaration of such holidays by the Officer by a written order. (3) Holidays can be prefixed or suffixed to any 23. Weekly holidays One holiday on any day in week as specified by an order of the Executive Officer or so authorised by the Executive Officer. shall be allowed as weekly holiday every Trust servant. 94, Compensatory holidays A Trust servant in Group C and Group D who has been directed to attend to duty his weekly holiday and / or any other holiday by his immediate superior authority shall be allowed compensatory holiday equal in number of weekly holidays / holidays so lost. subject to conditions as may be prescribed by the Trust from time to time, (2) Compensatory holidays should not be accumulated for more than three days at a time (d) Compensatory holidays shall be allowed at the discretion of immediate superior authority keeping in view the exigencies of situation as well as convenience of the Trust servants (e) (4) Compensatory holidays should be granted as possible but within seven days from the date of holiday and / or holidays for which such compensatory holiday is to be granted. (5) Compensatory holiday can be prefixed or suffixed or both the regular leave and / or holidays. 55 SECTION V — SERVICE RECORDS "5. Record Of Service— (I) A record of service shall be in respect of each Trust servant in the form may be prescribed time to time by the Committee. The service records in respect of Group C and Group D Trust servants shall be maintained and signed by the Executive Officer Provided that. the Executive Officer may from time to time fix any other authority for records of Trust servants. Every Trust servant of the Trust, permanent or temporary or his shall for seniority. Save as otherwise provided, seniority of a Trust shall be according to his date of appointment the particular post- (d) If the Trust servants belonging or more different posts in the same scale of pay are eligible for promotion in one or different higher posts in the scale of pay; a joint seniority list of the Trust servants belonging to different in accordance with their dates of appointments, shall be prepared and such joint seniority list may be taken into fixing seniority for the purpose of promotion to the higher post or posts, subject to provisions regarding seniority as mentioned in these regulations. SECTION VI - PROMOTION AND REVERSION Promotion (1) The Trust reserves the right to fill in the posts in the Trust either by promotions or by nomination or both either wholly or in part in terms of number of posts available (or filling in as per directions given, from time to time, by the Committee. (e) Promotions shall be generally governed by the principle of "Seniority-cum-Merit" and no Trust servant shall claim promotion only on the basis of seniority. 66 (3) Sets of criteria may be fixed by the Executive Officer for determining criteria for promotion for different posts in accordance with general directions of the Committee and the regulations in this behalf The authorities which are competent to make appointments to different posts under these regulations shall be competent to appoint Trust promotion, to the posts they are competent to make appointments otherwise. promotion to, the Trust servants belonging to Scheduled Caste, Scheduled Tribe, De-notified Tribes, Jati Nomadic Tribe, Other Backward Classes, handicapped persons, ex-servicemen, etc. shall be considered as per the relevant rules. regulations. orders of Government of Maharashtra. applicable/ from time to time State Government employees belonging to the casts and tribes, etc. as mentioned to the fulfilment of other conditions for promotion such Trust servants. Reversion Except in the circumstances mentioned in regulation 55 Of the Shree Siddhi Vinayak Ganpati Temple Trust (Prabhadevi) Services (Discipline and Appeals) no Trust servants shall be reverted to a lower post or or lower Stage a time scale unless procedure prescribed in the relevant regulations for imposing major penalties is followed and completed- - TRANSFERS Transfers A Trust servant be transferred at any time from one place to another and also from one section or department to another at the discretion of the Executive Officer or other officer as be empowered by the Executive Officer in Normally no allowance or Travelling Allowances shall be allowed to a Trust servant

if he is transferred his own request. SECTION vul - DEDUCTIONS FROM SALARY SO. Deductions
The Trust shall be entitled to make deductions from the salary of a Trust servant 011 account of any
advame, fine or amount of loss or damage in accordance with the provisions of these regulations. or any
statutory provisions applicable to such Trust servant,



51. Provident Fund The Trust servants, being frputation from the Government, shall be liable to the provisions of the Piovideitt Foods Act, as is applicable in the Statö6fMaharashtr•a. 68 FORM OF MEDICAL CERTIFICATE hereby certify 1 1 examined in the nose, of candidate for employment cacdre in the Shree Siddhi Vinayak Ganpati Temple Trust (Prabhadevi) and cannot discover that he/she has any; disease (communicable or otherwise) constitutional weakness or bodily informity except do not this disqualification for emp oyment in the service of the Shree Siddhi Vmayak GanpaU Temple Trust (Prabhadevi) his/her own statement is and appearance Ile/ s he is about bas been vaccinated. Marlo of Identification; Impression of left hand thumb / Signature ot' the candidate, . of the Medical Officer) Age according to years of age. He/she (Name and Designatiort of the Mcxiical Officer). APPENDIX -11 FORM OF SECURITY BOND KNOW ALL MEN BY THESE PRESENTS THAT 1, of Shri. son/ daughtev/yvife/w idoW Ordinarily residing at held and firmly bond to the Shree Siddhi Vinayak •Ganpati Temple Trust {Prabhadevi) (hereinafter referred to as—the in the Of Rs.) to be paid in (Rupees cash for which payrnetât. well •nri truly to be made. I bind rnyself, my heirs, executor, administrators and iegal rëpresentatives by these presents. Signed dated this WHEREAS, the above bondetn day or (hereinafter reterred to as. Trust servant) was on Lhe appointed to ancl now the post of in the Trust- AND WHEREAS the saicl —by virtue or holding such iS bond to co]lect or' receive property and money conte his hands Of possession or under his/her control and to keep and T"lder true and faithful account of his/her dealings therewith, ANI) WHEREAS the Trust servant is bound to keep property and money in



form manner that may, from time to time, be laid down and also to prepare and submit returns, and documents as may from time to time be required of him/her, AND WHEREAS Trust servant has, in pursuance of regulation 16 of the Shree Siddhi Vinayak Ganpati Temple Trust (Prabhadevi) Services (General Conditions of Services) Regulations, 2008, agreed to deposit the above mentioned sum of Rupees in the manner as required for the due and faithful performance by the Trust servant of the duties of the said post and of any other post requiring security to which he/she may be appointed at any time and all other duties which may be required of him/her While holding any such post as aforesaid and for the purpose of securing and indemnifying the Trust against all loss, injury, damage, costs or expenses which the Trust, in any way, suffer, sustain or pay, by reason of the misconduct, neglect, oversight or any other act or omission of the Trust servant or of any person or persons acting under him/her or for whom he/she may be responsible. AND WHEREAS Trust servant has entered into the above written bond in the sum of Rs. (Rupees) conditioned for performance by him/her of the duties of the said post as aforesaid and other duties pertaining thereto which may be required of him/her and to indemnify the Trust against loss from or by reason of the acts or defaults of the Trust servant and of all and every person or persons aforesaid. NOW THE CONDITION OF THE ABOVE WRITTEN BOND IS such that if the Trust servant has whilst holding the said post as aforesaid, always duly performed and till the duties of the said post and other duties which may, from time to time, be required of him/her shall duly pay to the Trust as it may direct or persons entitled thereto such moneys and securities for moneys and properties which payable, or deliverable to the Trust or to the persons lawfully entitled thereto shall come into his/her possession or control reason of the said post account for charges or expense and all moneys, papers and other properties which shall come into and the Trust servant his/her heirs, executors, administrators, legal representatives, shall pay or cause to be paid to the Trust the amount of any or default in the Trust or of the commodities deposited in a warehouse of the Trust within twenty four hours after the amount of such loss and/or default shall have been demanded from the Trust servant by the Executive Officer of the Trust or any other officer duly authorised in this behalf by the Trust such demand to be in full and left at the office of last place of residence of the Trust servant shall also at all times indemnify and save and keep harmless the Trust from all and every loss, injury, damage, actions, suits, costs; charges or expenses which have been or shall or may at any time or times during the service employment of the Trust servants in such post as aforesaid he sustained, incurred, suffered, brought, sued or commenced or paid by the Trust by reason of any act, embezzlement, default, mismanagement, neglect, misconduct, disobedience, omission or insolvency of the Trust servant or of any person or persons acting under his/her or for whom he/she be responsible then the above written bond 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 declared and agreed that the said sum of (Rupees) after delivery and deposit thereof as aforesaid be and remain with the Trust for the time being, as security aforesaid with full power to the Executive Officer of the Trust for the time being as occasion shall require, to apply the said sum of Rs) or any part thereof, in and towards the (Rupees) indemnity of the Trust or otherwise as aforesaid. AND it is hereby further agreed that in the event of the death of the Trust servant or in his' other final termination of the service from the Trust or in the of the Trust servant ceasing to hold any post (Rupees) requiring Security the said sum of Rs so much thereof as then remain in deposit shall not have been applied or appropriated as aforesaid and shall be returned within six months from date of death or final termination of service of the Trust servant or of his/her ceasing to a post requiring security as the case may be to his legal representative or his heirs or his estate and this bond shall remain with the Trust for recovering any loss, injury, damage, costs expenses that may have been sustained, incurred or paid by the Trust in any, neglect or default of the Trust servant or any such other person or persons as aforesaid and which may not have been discovered until after his / her death or the termination of his service or ceasing to hold any office for which the security is required. PROVIDED FURTHER that, nothing contained for the security shall not be deemed to effect or prejudice the right of the Trust to file or against the Trust servant or against his/her heirs, executors, administrators, or legal representatives after his/her death in case of breach of condition of this bond shall be discovered return of the said security and the responsibility of the Trust servant or his/her estate as the case may be, shall at times continue, and the Trust shall be fully indemnified against as aforesaid at any time; PROVIDED ALSO that, nothing herein contained for the security hereby shall be deemed to limit the liability of the Trust servant in respect of matters aforesaid to the forfeiture of the said sum only) or

(Rupees any part or parts thereof and that the said S ULD be insufficient indemnify the Trust in full! loss or damage sustained by it in respect of matter aforesaid or any of them the Alhust servant shall pay the Trust on demand such further sum shall be deemed by the cl Executive Officer the Trust to be in addition to the sum cover such loss or damage as the Trust shall be entitled to recover such sum payable as fore-said in any manner open to it. Signed by the above Bounden, On the presence of Signed for and behalf of the Trust by the Executive Officer of the Trust duly authorised in that behalf in the presence of Executive Officer Shree Ganapati Temple Trust Management Committee 73

