

Mormugao Port Employees (Study Leave) Regulations, 1964

1. SHORT TITLE, COMMENCEMENT AND APPLICATION :

- (1) These regulations may be called the Mormugao Port Employees (Study Leave) Regulations, 1964.
- (2) They shall come into force on the 1st July, 1964.
- (3) They shall apply to all employees of the Board.

2. DEFINITIONS :

- (1) In these regulations, unless the context otherwise requires;
 - (a) "Accounts Officer" means the Financial Adviser and Chief Accounts Officer of the Port of Mormugao.
 - (b) "Chairman", "Deputy Chairman" and "Board" shall have the meaning assigned to them in the Major Port Trusts Act, 1963.
 - (c) "Employees" means an employee of the Board.
- (2) All other words and expressions used in these Regulations but not defined shall have the meanings respectively assigned to them in the Fundamental Rules or the Major Port Trusts Act, 1963, as the case may be.

3. CONDITIONS FOR GRANT OF STUDY LEAVE:

- (1) Subject to the conditions specified in these regulations, study leave may be granted to an employee with due regard to the exigencies of the Board's service to enable him to undergo, in or out of India, a special course of study consisting of higher studies of specialized training in professional or technical subject having a direct and close connection with the sphere of his duty.
- (2) Study leave may also be granted:
 - (i) for a course of training or study tour in which an employee may not attend a regular academic or semi-academic course if the course of training or the study tour is certified to be of definite advantage to the Board and is related to the sphere of duties of the employee; and
 - (ii) for the purpose of studies connected with the frame work or background of the administration, subject to the conditions that;
 - (a) that particular study or study tour should be approved by the authority competent to sanction study leave; and
 - (b) an employee should be required to submit, on his return, a full report on the work done by him while on study;
 - (iii) for the studies which may not be closely or directly connected with the work of

an employee, but which are capable of widening his mind in a manner likely to improve his abilities as an employee and to equip him better to collaborate with those employed in other branches of port service.

NOTE: Applications for study leave in case falling under (iii) shall be considered on merit of each case.

(3) Study leave shall not be granted unless:

(i) it is certified by the authority competent to sanction leave that the proposed course of study or training shall be of definite advantage from the point of view of the port administration;

Provided that a Medical Officer may be granted study leave for prosecuting a course of Post-graduate to study in Medical Sciences if the Chief Medical Officer certifies to the effect that such a study shall be valuable in increasing the efficiency of such Medical Officer in the performance of his duties.

Provided also that a specialist or a technical person may be granted study leave, on merits of each case for prosecuting a Post-graduate course of study directly related to the sphere of his duty in case the Head of the Department concerned certifies that the course of study shall enable the specialist or the technical person, as the case may be, to keep abreast with modern development in the field of his duty, improve his technical standard and competence and thus substantially benefit.

(ii) it is for prosecution of studies in subjects other than academic or literary subjects; and

(iii) the sanction of the Central Government has been obtained to the grant of necessary foreign exchange

(4) Study leave out of India shall not be granted for the prosecution of studies in subjects for which adequate facilities exist in India or under any of the schemes administered by the Central Government.

(5) Study leave may be granted to an employee:

(i) who has satisfactorily completed period of probation and has rendered not less than five years regular continuous service (including the period of probation) in the Port.

(ii) who is due to retire or has the option to retire from the Board's service within three years of the date on which he is expected to return to duty after the expiry of leave.

(iii) who executes a bond undertaking to serve the port for a period of three years after the expiry of leave.

(6) Study leave shall not be granted to an employee with such frequency as to

remove him from contract with his regular work or to cause cadre difficulties owing to his absence on leave.

4. **AUTHORITIES COMPETENT TO SANCTION STUDY LEAVE:**

Study leave may be granted :-
(a) by the Board in the case of employees referred to in clause (a) of sub-section (1) of section 25 of the Major Port Trusts Act, 1963 (38 of 1963) and
(b) in all other cases by the Chairman or Deputy Chairman.

5. **MAXIMUM AMOUNT OF STUDY LEAVE THAT MAY BE GRANTED AT A TIME DURING THE ENTIRE SERVICE :**

The maximum amount of study leave, which may be granted to an employee, shall be:

- (i) ordinarily twelve months at any one time and
- (ii) twenty-four month (inclusive of study leave granted under any other rules or regulations) in all during his entire service.

EXPLANATION :-

(i) Study leave can be availed of by an employee in more than one spell also subject to the condition that such study leave availed of in different spells does not exceed 24 months.

(ii) Study leave can also be granted by the competent authority for a period exceeding 12 months up to the maximum limit of 24 months at a stretch provided all the other conditions precedent to grant of study leave are fulfilled.

6. **APPLICATION FOR STUDY LEAVE :-**

(1) (i) Every application for study leave shall be submitted through proper channel to the authority competent to grant leave

(ii) The course or courses of study contemplated by the employee and any examination, which he proposes to undergo, shall be clearly specified in such applications.

(2) Where it is not possible for the employee to give full details in his application, or if, after leaving India, he is to make any change in the programme, which has been approved in India, he shall submit the particulars as soon as possible to the authority competent to grant leave, and shall not unless prepared to do so at his own risk, commence the course of study or incur any expenses in connection therewith until he receives the approval of the authority competent to grant the study leave for the course.

(a) **SANCTION OF STUDY LEAVE :**

(i) A report regarding the admissibility of study leave shall be obtained from the Accounts Officer.

Provided that the study leave, if any, already availed of by the employee, shall be included in the report.

(ii) Where an employee born permanently on the cadre of one department or establishment is serving temporarily in another department or establishment, the grant of study leave to him shall be subject to the condition that the concurrence of the department or the establishment to which he is permanently attached is obtained before leave is granted.

(iii) (a) Every permanent employee, who has been granted study leave or extension of such study leave, shall be required to execute a bond in Form A or Form B as the case may be, before the study leave or extension of such study leave granted to him commences.

(b) Every employee not in permanent employment who has been granted study leave or extension of such study leave, shall be required to execute a bond in Form C or Form D, as the case may be, before the study, leave or extension of such study leave granted to him commences.

(c) The Authority competent to grant leave shall send to the Accounts Officer a certificate to the effect that the employee referred to in clause (a) or clause (b) has executed the requisite bond.

(iv) (a) On completion of the course study, the employee shall submit to the Authority, which granted him study leave, the certificates of examinations passed or special courses of study undertaken, indicating the date of commencement and termination of the course with remarks, if any, of the authority in charge of the course of study.

7. **ACCOUNTING OF STUDY LEAVE AND COMBINATION WITH LEAVE OF OTHER KINDS :**

(1) Study leave shall not be debited against the leave account of the employee.

(2) Study leave may be combined with other kinds of leave, but in no case shall the grant of this leave in combination with leave other than extraordinary leave involve a total absence of more than twenty-eight months from the regular duties of the employee.

EXPLANATION : The period of twenty-eight months of absence referred to in this sub-regulation shall include the period of vacation.

(3) An employee granted study leave in combination with any other kind of leave may, if he so desires, undertake or commence a course of study during any other

kind of leave and subject to other conditions laid down in Regulation 9 (2) being satisfied, draw study allowance in respect thereof.

Provided that the period of such leave coinciding with course of study shall not count as study leave.

8. **REGULATION OF STUDY LEAVE EXTENDING BEYOND COURSE OF STUDY :**

When the course of study falls short of study leave sanctioned, the employee shall resume duty on the conclusion of the course of study, unless the previous assent of the authority competent to sanction leave has been obtained to treat the period of shortfall as ordinary leave.

9. **LEAVE SALARY DURING STUDY LEAVE :**

(1) During study leave availed of outside India, an employee shall draw leave salary equal to the pay that the employee drew while on duty immediately before proceeding on such leave and, in addition, Dearness Allowance and House Rent allowance and Study Allowance as admissible.

(2) (a) During study leave (salary) availed of in India, an employee shall draw leave salary equal to the pay that the employee drew while on duty immediately before proceeding on such leave and, in addition, Dearness Allowance and House Rent Allowance as admissible.

(b) Payment of leave salary at full rate under clause (a) shall be subject to furnishing of certificate by the employee to the effect that he is not in receipt of any scholarship, stipend or remuneration in respect of any part-time employment.

(c) The amount, if any, received by the employee during the period of study leave as scholarship or stipend or remuneration in respect of any part-time employment, shall be adjusted against the leave salary payable subject to the condition that the leave salary shall not be reduced to an amount less than that payable as leave salary during half-pay leave.

(d) No Study allowance shall be paid during study leave for courses of study in India.

10. **GRANT OF STUDY ALLOWANCE :-**

(1) A study allowance shall be granted for the period spent in prosecuting a definite course of study at a recognized institution or in any definite tour of inspection of any special class of work, as well as for the period covered by any examination at the end of the course of study.

(2) Where an employee has been permitted to receive and retain, in addition to his leave salary, any scholarship or stipend that may be awarded to him from any source, or any other remuneration in respect of any part-time employment.

(a) No study allowance shall be admissible in case the net amount of such scholarship or stipend or remuneration (arrived at by deducting the cost of fees, if any, paid by the employee from the value of scholarship or stipend or remuneration) exceeds the amount of study allowance otherwise admissible.

(b) In case the net amount of scholarship or stipend or remuneration is less than the study allowance otherwise admissible, the difference between the value of the net scholarship or stipend or any other remuneration in respect of any part-time employment and the study allowance may be granted by the authority competent to grant leave.

(3) Study allowance shall not be granted for any period during which an employee interrupts his course of study to suit his own convenience. Provided that the authority competent to grant leave may authorize the grant of study allowance for a period not exceeding 14 days at a time during such interruption if it was due to sickness.

(4) An employee may be allowed to draw study allowance for the entire period of vacation during the course of study subject to the conditions that:-

(a) he attends during vacation any special course of study or practical training under the direction of the Board or the authority competent to sanction study leave, as the case may be;

(b) in the absence of any such direction, he produces satisfactory evidence before the authority competent to sanction study leave that he has continued his studies during the vacation.

(c) no study allowance shall be drawn during vacation fallings at the end of a course of study except for a maximum period of fourteen days.

EXPLANATION : The period of vacation during which study allowance is drawn shall be taken into account in calculating the maximum period of twenty-four months for which study allowance is admissible.

(5) The period for which study allowance may be granted shall not exceed twenty-four months in all.

11. RATES OF STUDY ALLOWANCE :-

The rates of study allowance admissible in the various countries shall be the same as may be determined by the Central Government in respect of officers of similar status.

12. PROCEDURE FOR PAYMENT OF STUDY ALLOWANCE :

(1) Payment of study allowance shall be subject to the furnishing of a certificate by the employee to the effect that he is not in receipt of any scholarship, stipend or any other remuneration in respect of any part-time employment.

(2) Study allowance may be paid at the end of every month provisionally subject to an undertaking in writing obtained from the employee that he would refund to the Board any overpayment consequent on his failure to produce the required certificate of attendance or otherwise or on his failure to satisfy the authority competent to grant leave about the proper utilization of the time spent for which study allowance is claimed.

(3) An employee may be allowed to draw study allowance for the entire period of vacation during the course of study subject to the conditions that:-

(i) he attends during vacation any special course of study or practical training under the direction of the Board or the authority competent to sanction study leave, as the case may be;

(ii) in the absence of any such direction, he produces satisfactory evidence before the authority competent to sanction study leave that he has continued his studies during the vacation.

(4) No study allowance shall be drawn during vacation fallings at the end of a course of study except for a maximum period of fourteen days.

EXPLANATION : The period of vacation during which study allowance is drawn shall be taken in to account in calculating the maximum period of twenty-four months for which study allowance is admissible.

(5) (a) In the case of definite course of at a recognized institution, the study allowance shall be payable by the authority competent to sanction study leave on claims submitted by the employee from time to time, supported by proper certificate of attendance.

(b) The certificate of attendance required to be submitted in support of the claims for study allowance shall be forwarded at the end of the term, if the employee is under going study in an educational institution, or at intervals not exceeding three months, if he is under going study at any other institution.

(c) When the program of study approved does not include, or does not consist entirely of such a course of study, the employee shall submit to the authority competent to sanction study leave a diary showing how his time has been spent and a report indicating fully the nature of the methods and operations which have been

studied and including suggestions as to the possibility of adopting such methods or operations to conditions obtaining in the Port. The authority competent to sanction study leave shall decide whether the diary and report show if the time of the employee was properly utilized and shall determine accordingly for what periods allowance may be granted.

(d) The authority component to sanction study leave shall decide whether the diary and report show that the time of the employee was properly utilized and shall determine accordingly for what periods allowance may be granted.

13. ADMISSIBILITY OF ALLOWANCE IN ADDITION TO STUDY LEAVE :

(1) For the first 180 days of study leave. House Rent Allowance shall be paid at the rates admissible to the employee from time to time at the station from where he proceeded on study leave. The continuance of payment of House Rent Allowance beyond 180 days shall be subject to the production of a certificate.

(2) Except for House Rent Allowance as admissible under Sub-Regulation (1) above and the Dearness Allowance and Study Allowance, where admissible, no other allowance shall be paid to an employee in respect of the period of study leave granted to him.

(3) An employee, who is granted study leave, will be entitled to draw compensatory (City) Allowance during the first 120 days (now 180 days) of the study leave at the rates admissible to an employee from time to time at the station from where he proceeded on study leave. The continuance of payment of Compensatory (City) Allowance beyond 120 days (now 180 days) of the study will be subject to the production of a Certificate.

14. GRANT OF TRAVELLING ALLOWANCE :

An employee shall not ordinarily be paid travelling allowance but the Board may, in exceptional circumstances, sanction the payment of such allowance.

15. COST OF FEES FOR STUDY :

An employee granted study leave shall ordinarily be required to meet the cost of fees paid for the study but in exceptional cases the Board may sanction the grant of such fees;

Provided that in no case shall the cost of fees be paid to an employee who is in receipt of scholarship or stipend from whatever source or who is permitted to receive or retain in addition to his leave salary, any remuneration in respect of part-time employment.

16. RESIGNATION OR RETIREMENT AFTER STUDY LEAVE OR NON-COMPLIANCE OF THE OF THE COURSE OF THE STUDY :

(i) If an employee resigns or retires from service or other wise quits service without returning to duty after a period of study leave or within a period of three years, after such return to duty (or fails to complete the course of study and is thus unable to furnish the requisite certificates) he shall be required to refund.

(ii) The actual amount if any, or the cost incurred by other agencies, e.g. Foreign Government, Foundation Trusts etc, in connection with the course of study, together with interest there on, at rates for the time being in force on Government loans, from the date of demand, before his resignation is accepted, or permission to retire is granted or his quitting service otherwise.

17. COMMENCEMENT OF A COURSE OF STUDY DURING LEAVE OTHER THAN STUDY LEAVE:

An employee may, subject to the approval of the proper authority being obtained as required under paragraph I of Appendix C to these regulations undertake or commence a course of study during leave on average pay, and subject to regulations 8 to 15 and 18, draw study allowance in respect thereof.

18. COUNTING OF STUDY LEAVE FOR PROMOTION, PENSION, SENIORITY, LEAVE AND INCREMENTS :

(1) Study leave shall count for promotion, pension and seniority. It shall also count as service for increments as provided in Rule 26 of Fundamental Rules.

(2) The period spend on study leave shall not count for earning leave other than half-pay leave under the Mormugao Port Employees (Leave) Regulations, 1964.

19. DEBITING OF STUDY LEAVE TO THE LEAVE ACCOUNTS :

Study Leave shall be treated as extra leave on half-average pay and shall not be taken into account in reckoning the aggregate amount of leave on half-average pay taken by the employee towards the maximum period admissible.

20. INTERPRETATION :

If any question arises relating to the interpretation of these regulations, it shall be referred to the Board and the Board shall decide the question.

FORM A
BOND TO BE EXECUTED BY PERMANENT PORT EMPLOYEES WHEN
PROCEEDING ON STUDY LEAVE

Know all men by these presents that I, Shri/Shrimati/Kum. _____ resident of _____ in the District of _____ at present employed as _____ in

the _____ Department of the Board of Trustees of the Port of Mormugao do hereby bind myself and my heirs, executors and administrators to pay to the Board of Trustees of the Port of Mormugao (hereinafter called the 'Board') 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 Board 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 Board. Whereas I _____ am granted study leave by Board. And whereas for the better protection of the Board I have agreed to execute this bond with such condition as hereunder is written. Now the condition of the above written obligation is that in the event of my failing to resume duty, or resigning or retiring 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 after my return to duty or in the event of my dismissal or removal from the services for any kind of misconduct during the prescribed period of 3 years, I shall forthwith pay to the Board or as may be directed by the Board, on demand the said sum of Rs. _____ (Rs. _____ only) together with interest thereon from the date of demand at Government rates for the time being in force on Board loans. And upon my making such payment the above written obligations shall be void and of no effect, other wise it shall be and remain in full force and virtue. 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 in the presence of _____

Witnesses:

1.

2. _____

ACCEPTED

For and on behalf of Board

of Trustees of the Port of Mormugao.

FORM

B

BOND TO BE EXECUTED BY PERMANENT PORT EMPLOYEES WHEN GRANTED EXTENSION OF STUDY LEAVE

Know all men by these presents that I, Shri/Shrimati/Kum. _____ resident of _____ in the District of _____ at present employed as _____ in the _____ Department of the Board of Trustees of the Port of Mormugao do here by bind myself and my heirs, executors and administrators to pay to the Board of Trustees of the Port of Mormugao (hereinafter called the 'Board') on demand the sum of Rs. _____ (Rupees _____ only) together with interest thereon from the date of demand at cost rates for the time being in force on Board 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 Board. Whereas I _____ was granted study leave by Board for the period from _____ to _____ in consideration of which I execute a bond, dated _____ for Rs _____ (Rupees _____ only) in favour of the Board. And whereas the extension of study leave has been granted to me at my request until _____

And whereas for the better protection of the Board I have been agreed to execute this bond with such conditions as here under are written. Now the condition of the above written obligation is that in the event of my failing to resume duty, or resigning or retiring from service or otherwise quitting service without returning to duty after the expiry or termination of the period of study leave so extended or failing to complete the course of study or at any time within a period of three years after my return to duty or in the event of my dismissal or removal from the service for any kind of misconduct during the prescribed period of 3 years, I shall forthwith pay to the Board or as may be directed by the Board, on demand the said sum of Rs _____ (Rs _____ only) together with interest thereon from the date of demand

at Government rates for the time being in force on Board loans. And upon my making such payment the above written obligation shall be void and of no effect, otherwise it shall be and remain in full force and virtue. 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 _____ in the presence of
Witnesses: 1.

2. _____

ACCEPTED

For _____ and _____ on behalf of _____ Board of Trustees of the Port of Mormugao.

FORM

C

BOND TO BE EXECUTED BY TEMPORARY PORT EMPLOYEES WHEN PROCEEDING ON STUDY LEAVE

Know all men by these presents that we _____ residents of _____ in the district of _____ at present employed in the _____ Department (hereinafter called "the obligor") and Shri/Shrimati/Kumari _____ son/daughter of _____ r/o _____ and Shri/Shrimati/Kumari _____ son/daughter of _____ r/o _____ (herein after called "the Sureties") do hereby jointly and severally bind ourselves and our respective heirs, executors and administrators to pay to the Board of Trustees of Port of Mormugao (hereinafter called the 'Board') 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 Board loans or, if payment is made in a country other than in 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 Board. Whereas the obligor was granted study leave by Board. And whereas for the better protection of the Board the obligor has agreed to execute this bond with such conditions as here under 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/Shrimati/Kumari _____ failing to resume duty, resigning from service or otherwise quitting service without returning to duty after the expiry or termination of the period of the study leave or failing to complete the course of study or at any time within a period of three years after his return to duty or in the event of my dismissal or removal from the service for any kind of misconduct during the prescribed period of 3 years, the obligor and the sureties shall forthwith pay to the Board or as may be directed by the Board, on demand the said sum of Rs____(Rs____only) together with interest thereon from the date of demand at Government rates for the time being in force on Board loans. 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 and 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 Board or any person authorized by them (whether with or without the consent or knowledge of the sureties) nor shall it be necessary for the Board to sue the obligor before suing the sureties Shri/Shrimati/Kumari_____and Shri/Shrimati/Kumari _____or any of them for amounts due here under. 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 abovenamed Shri/Shrimati/Kumari_____in the presence _____ of____

Witnesses : (1)
(2)

Signed and delivered by the surety above named Shri/Shrimati/Kumari_____in the presence _____ of_____

Witnesses : (1)
(2)_____

Signed and delivered by the surety above named Shri/Shrimati/Kumari_____in the presence of_____

Witnesses : (1)
(2)_____

ACCEPTED

For _____ and _____ on behalf of _____ Board of Trustees of the Port of Mormugao.

**FORM D
BOND TO BE EXECUTED BY TEMPORARY PORT EMPLOYEES WHEN GRANTED EXTENSION OF STUDY LEAVE**

Know all men by these presents that we _____ residents of _____ in the district of _____ at present employed as _____ in the _____ Department (hereinafter called “the obligor”) and Shri/Shrimati/Kumari _____ son/daughter of _____ r/o _____ and _____ Shri/Shrimati/Kumari _____ son/daughter of _____ r/o _____ (hereinafter called “the Sureties”) do here by jointly and severally bind ourselves and our respective heirs, executors and administrators to pay to the Board of Trustees of Port of Mormugao (hereinafter called the ‘Board’) on demand the sum of Rs. _____ (Rupees _____ only) together with interest thereon from the date of demand of Government rates for the time being in force on Board 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 Board. Whereas the obligor was granted study leave by Board from the period from _____ to _____ in consideration of which he executed a bond, dated _____ for Rs _____ (Rupees _____ only) in favour of the Board. And whereas the extension of study leave has been granted to the obligor at his request _____ until _____

And whereas for the better protection of the Board the obligor has agreed to execute this bond with such conditions as hereunder 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/Shrimati/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 the study leave so extended to or failing to complete the course of study or at any time within a period of three years after his return to duty or in the event of dismissal or removal from the services for any kind of misconduct during the prescribed period of three years, the obligor and the sureties shall forthwith pay to the Board or as may be directed by the Board, on demand the said sum of Rs_____(Rs_____only) together with interest there on from the date of demand at Government rates for the time being in force on Board loans. And upon the obligor Shri/Shrimati/Kum_____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 and virtue. Provided always that the liability of the sureties hereunder shall not be impaired or discharged or by reason of time being granted or by any forbearance, act or omission the Board or any person authorized by them (whether with or without the consent or knowledge of the sureties) nor shall it be necessary, for the Board 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 surety above named
Shri/Shrimati/Kumari_____ in the presence of

Witnesses: (1)_____

(2) _____

Signed and delivered by the surety above named Shri/Shrimati/Kumari_____in the
presence of_

Witnesses (1)_____

(2)_____

ACCEPTED

For and on behalf of Board
of Trustees of the Port of Mormugao.

FOOT NOTE:

Principal Regulation — GSR No.962 dated 01/07/1964

SUBSEQUENT AMENDEMENTS:

Govt. Sanction No. 7-PE(45)72 dated 13/11/1973 (B.R.301 dtd. 18/3/72)

GSR NO.434(e) dated 20/09/1996.