

# The Orissa Government Securities Rules, 1938

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India

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### Rule THE-ORISSA-GOVERNMENT-SECURITIES-RULES-1938 of 1938

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The Orissa Government Securities Rules, 1938Published vide Notification No. 4245-F., dated 11.5.1938., Orissa Gazette Part 3/20.5.1938No. 4245-F., dated 11.5.1938. - In exercise of the powers conferred by Section 24 of the Indian Securities Act, 1920 (Central Act X of 1920), the Governor is pleased to make the following rules to apply to the securities that may be issued by the Government of Orissa the same having been previously published as required by Sub-section (1) of the said section.

#### 1. Short title and application.

(1)These rules may be called the Orissa Government Securities Rules, 1938.(2)They shall apply only in the case of securities issued by the Government of Orissa.

#### 2. Definitions.

- In these rules, unless there is anything repugnant in the subject or context-(a)"the Act" means the Indian Securities Act, 1920 (X of 1920);(b)"Bank" means the Reserve Bank of India as constituted by the Reserve Bank of India Act, 1934;(c)"District Magistrate" has the same meaning as in the Explanation to Sub-section (2) of Section 18 of the Act;(d)[ \* \* \* ] [Deleted vide Orissa Gazette Part III/13.4.1939.](d) [ "Form" means a form as set out in the Schedule to these rules; [Re-numbered vide Orissa Gazette Part III/13.4.1939.](e)"proper demand" means a demand made in writing to the Public Debt Office in accordance with the provisions of these rules;(f)"Public Debt Office" means the office of the Bank on the books of which a Government security is registered ; and(g)"Treasury" means any treasury located in the Province of Orissa and includes a sub-treasury.]Rules relating to stock

### **3. Payment of interest.**

- Interest on stock shall be paid on warrants issued by the Public Debt Office and payable at the local office of the Bank. Such warrants may, at the request of the holder of the stock certificate, to be preferred in writing to the Public Debt Office, be made payable at any other Indian office of the Bank or any agency thereof conducting treasury business for the Government of Orissa, or at any treasury. The presentation of the stock certificate shall not be required at the time of payment of interest, but the payee shall acknowledge receipt on the back of the warrant.

### **4. Issue of duplicate certificate in case of loss, theft or destruction of original.**

- A duplicate stock certificate may be issued, by the Public Debt Office on its being satisfied that the original certificate has been actually lost, stolen or destroyed.

### **5. Procedure for conversion etc.**

- Subject to any general or special instructions of the Bank the Public Debt Office may, on the application of the holder of the relevant stock certificate or stock certificates, and on his receiving the same in Forms I, II or III, as the case may be, issue converted, consolidated or sub-divided securities in place thereof -

### **6. Recognition of trusts, etc.**

(1) On a proper demand by a person in whose name any stock is registered, or by a person into whose name any stock is to be transferred, or by a person who desires to be entered as the proprietor of stock in exchange for promissory notes held by him, that he may be described in the books of the Public Debt Office with respect to that stock as a trustee, whether as a trustee of the trust specified in the demand or as a trustee without any such qualification, the Public Debt Office may make such entries in its books and in any stock certificate issued in connection therewith as it considers reasonably necessary for the purpose of complying with the demand. (2) If the demand is made by a person in whose name stock is registered or by a person in whose name stock is to be transferred, the stock certificate must be transmitted to the Public Debt Office with the demand. (3) Where any transfer-deed, power-of-attorney or other document purporting to be executed by a stock-holder described in the books of the Public Debt Office as a trustee is produced to the Public Debt Office, the Public Debt Office shall not be concerned to inquire whether the stockholder is entitled under the terms of the trust to give any such power or to execute such deed or other document, and may act on the transferred, power-of-attorney or document in the same manner as though the stock-holder had not been so described, and whether the stock-holder is or not described in the transfer-deed, power-of-attorney or document as a trustee, and whether he does or does not purport to execute the transfer-deed, power-of-attorney or document in his capacity as a trustee.

## **7. Recognition of office-holders.**

(1) On a proper demand made by a person who is the holder of an office other than a public office, the Public Debt Office may, in the case of any account of Government stock to be opened and kept with such person, either alone or jointly with other persons, enter the descriptions of such person in its books by the name of his office. (2) Where any person holding any Government stock, whether alone or jointly with other persons, is the holder of any office other than a public office, the Public Debt Office may, on a proper demand by that person, or in the case of a joint account, by all the stock-holders, close the existing account and open an account with respect to that stock, or alter the existing account, so that it shall become an account under the official description of that person, either alone or jointly with the other stock-holders, according to the terms of the demand, and make such entries in its books as it considers reasonably necessary for the purpose of complying with the demand. (3) Where accounts have been opened and entries made in accordance with Sub-rule (1) or Sub-rule (2), the personal name of the office-holder need not be stated in the accounts, and any document relating to the stock concerned may be executed by the person for the time being holding the office described in the account as if his personal name were so stated. (4) Before acting on any demand purporting to be made, or on any document purporting to be executed, in pursuance of this rule by a person as being the holder of any office, the Public Debt Office may require the production of evidence that such person is the holder for the time being of that office.

## **8. Receipt required on discharge of a stock certificate.**

- When a stock certificate is presented for discharge, a receipt shall be taken on the certificate itself or a separate receipt shall be given by the party presenting it. Rules relating to promissory notes (a) Rules relating to promissory notes other than Treasury Bills

## **9. Payment of interest.**

- Interest on a Government Promissory note shall be paid at any treasury for payment of interest at which the note has been encased, but only on presentation of the note itself and on signature by the payee of a receipt in Form IV. Where, however, interest on a Government promissory note is payable at a place where a Public Debt Office is located, the note shall be presented at that Public Debt Office which shall issue interest warrants in favour of the holder payable at the local office of the Bank.

## **10. When receipt for renewal may be required.**

- The holder of any such note may be required to receipt the same for renewal in any of the following cases, and, where such requisition has been made, payment of any further interest on such note may be refused until the note, is received for renewal and actually renewed, namely : (a) if only sufficient room remains on the back of the note for one further endorsement or if any word is written upon the note across any existing endorsement or endorsements; (b) if the note is torn or in any way damaged or crowded with writing, or unfit in the opinion of the officer before whom it is produced for

payment of interest or for receiving endorsement;(c)if any endorsement is not clear and distinct or does not indicate the payee or payees, as the case may be, by name or in the case of office-holders, by office, or is made otherwise than in one of the endorsement cages on the back of the note;(d)if the interest on the note has remained undrawn for ten years or more;(e)if the interest cages on the reverse of the note have been completely filled or if the vacant printed cages on the reverse of the note do not correspond with the half-years for which interest has become due on the date when the note is presented for drawal of interest;(f)if the note having been enfaced three times for payment of interest is presented for re-enfacement ;(g)if in the opinion of the Public Debt Office, the title of the person presenting the note for payment of interest is irregular or not fully proved.

## **11. Report to the Public Debt Office of loss, theft or destruction of promissory not.**

(1)Every application for the issue of a duplicate note in place of a Government promissory note which is alleged to have been lost, stolen or destroyed, either wholly or in part, shall be addressed to the Public Debt Office and shall be accompanied by a statement of the following particulars, namely : (a)particulars of the note according to the following form : Promissory note for Rs.....No.....of the.....per cent loan of ; (b)the last half -year for which interest has been paid;(c)the person to whom such interest was paid;(d)the person in whose name the note was issued (if known);(e)the place for payment of interest at which the note was for the time being enfaced;(f)the circumstances attending the loss, theft or destruction; and(g)whether the loss or theft was reported to the police.(2)Such letter shall be accompanied by-(a)the post office registration receipt for the letter containing the note, if the same was lost in transmission by registered post;(b)a copy of the police report, if the loss or theft was reported to the police;(c)where the last payment of interest was not made by a warrant issued by the Public Debt Office, a letter signed by the officer of the treasury where interest was last paid, certifying the last payment of interest on the note and stating the name of the party to whom such payment was made;(d)if the applicant is not the registered holder, an affidavit sworn before a Magistrate testifying that the applicant was the last legal holder of the promissory note, and all documentary evidence necessary to trace back the title to the registered holder ; and(e)any portions or fragments which may remain of the lost, stolen or destroyed note.(3)A duplicate of the letter to the Public Debt Office, but not of its enclosures, shall also be sent to the treasury where interest is payable.

## **12. Notification in Gazette.**

- The loss, theft or destruction of a Government promissory note or portion of a Government promissory note shall be further notified by the applicant in three successive issues of the Orissa Gazette and if the loss, theft or destruction occurs at a place outside the Province of Orissa also in the Official Gazette, if any, of the place where the loss, theft or destruction occurred. Such notification shall be in the form following, or as nearly in such form as circumstances permit ; "Lost", ("stolen" or "destroyed" as the case may be), "The Government promissory note No .....of the .....per cent loan of for Rs .originally standing in the name of.....and last endorsed to the proprietor, by whom it was never endorsed to any other person, having been lost/ stolen/ destroyed, notice is hereby given that payment of the above note and the interest thereupon has been stopped

at the Public Debt Office, and that application is about to be made for the issue of a duplicate in favour of the proprietor. The public are cautioned against purchasing or otherwise dealing with the above-mentioned security. Name of person notifying.....Residence....."

### **13. Issue of duplicate note and taking of Indemnity.**

- After the publication of the last notification prescribed in Rule 12, the Bank shall, if it is satisfied of the loss, theft or destruction of the note and of the justice of the claim of the applicant, cause the particulars of the note to be included in a list such as is referred to in Sub-section (3) of Section 10 of the Act, and shall order the Public Debt Office-(1)if only a portion of the note has been lost, stolen or destroyed and if a portion of the note sufficient for its identification has been produced, to issue to the applicant, on the execution of an indemnity bond such as is hereinafter mentioned, a duplicate note in place of that of which a portion has been so lost, stolen or destroyed, six months after the date of the publication of the said list ; and(2)if no portion or no sufficient portion of the note so lost, stolen or destroyed has been produced-(a)to pay to the applicant, two years after the publication of the said list, and on the execution of an indemnity bond in the manner hereinafter prescribed, the interest in respect of the note so lost, stolen or destroyed pending the issue of a duplicate note; and(b)to issue to the applicant a duplicate note in place of the note so lost, stolen or destroyed six years after the date of publication of the said list; provided that-(i)if the date on which the note is due for repayment falls earlier than the date on which the said period of six years expires, the Financial Secretary shall, within six weeks of the former date, invest the principal amount due on the note in the Post Office Savings Bank unless, before the expiry of such period, the applicant has made a specific request for the investment of the amount in securities of any of the current rupee loans of the Central Government or the Government of Orissa maturing not earlier than the date on which the duplicate is due for issue, and in that case, shall invest the amount in such securities, and deposit the balance, if any, left after such investment in the Post Office Savings Bank. The Bank shall repay the amount invested in the Post Office Savings Bank, together with any interest which may have accrued thereon and, if any investment has been made in Government securities, issued by the Government of Orissa or by the Central Government, as the case may be, shall deliver such securities, together with the interest accrued thereon to the applicant at that time when a duplicate note would otherwise have been issued, and(ii)if at any time before the issue of the duplicate note the original note is discovered or it appears to the Public Debt Office for other reasons that the order should be rescinded, the matter shall be referred to the Financial Secretary for further consideration and in the meantime all action on the order shall be suspended.

### **14. Alteration of order, etc.**

- A provisional order passed under Sub-rule (2) of Rule 13 shall, on the expiry of the six years referred to therein, become final ; provided that the Bank may at any time prior to the issue of a duplicate note, if it finds sufficient reason, alter or cancel any such order, and may also direct that the interval before the issue of a duplicate note shall be extended by such period not exceeding six years, as he may think fit.

## **15. Indemnity bonds.**

(1)Indemnity bonds-(a)when executed under Sub-rule (2) (a) of Rule 13 shall be for twice the amount of the interest involved, that is to say, twice the amount of all back interest accrued due on the note plus twice the amount of all interest to accrue due thereon during the period which will have to elapse before the issue of a duplicate note can be made; and(b)in all other cases shall be for twice the face value of the note plus twice the amount of interest calculated in accordance with Clause (a).(2)The Bank may direct that such indemnity bond shall be executed by the applicant alone or by the applicant and one or two sureties as it may think fit, or that in lieu of furnishing personal sureties the applicant shall furnish-collateral security in the shape of Government securities including those issued by the Central Government to be deposited with the office of the Bank at Calcutta for such amount and period as it may think fit.(b)Rules relating to Treasury Bills

## **16. Report of the loss, theft or destruction of treasury bill.**

(1)Every application regarding a treasury bill alleged to have been lost, stolen or destroyed, either wholly or in part, shall be addressed to the office of the Bank which issued it, and shall be accompanied by a registration fee of Re. 1 per treasury bill and a statement of the following particulars, namely :(i)particulars of the number and value of the treasury bill;(ii)the circumstances attending the loss, theft or destruction; and(iii)whether the loss or theft was reported to the police.(2)The application shall be accompanied by-(a)the post office registration receipt for the letter containing the treasury bill, if lost,in transmission by post;(b)a copy of the police report, if the loss or theft was reported to the police;(c)an affidavit sworn before a Magistrate testifying that the claimant was the last legal holder of the treasury bill; and(d)any portions or fragments which may remain of the lost, stolen or destroyed treasury bill.

## **17. Notification in Gazette.**

- The loss, theft or destruction of a treasury bill shall be further notified by the applicant in one issue of the Orissa Gazette, and if the loss, theft or destruction occurs at a place outside the Province ofOrissa also in the Official Gazette, if any, of the place where the loss, theft destruction occurred. Such notification should be in the form following ; or as nearly in such form as circumstances permit :  
:"Lost" ("stolen" or "destroyed", as the case may be).  
"The Treasury Bill No for Rs issued on and maturing after a period of.....months, having been lost/ stolen/destroyed, notice is hereby given that application is about to be made for payment of the value of the said Treasury Bill in favour of the undersigned.  
Name of the person notifying.....Residence.....

## **18. Payment of amount due.**

(1)After the publication of the notification prescribed in Rule 17, the Bank shall, if it is satisfied of the loss, theft or destruction of the treasury bill, and of the justice of the claim of the applicant, cause the particulars of the treasury bill to be included in a list such as is referred to in Sub-section (3) of Section 10 of the Act, and may authorise the office of issue to pay immediately, or if the bill has not

matured in the meanwhile, on the date of its maturity, the value of the bill to the applicant on the execution of an indemnity bond such as is hereinafter mentioned; provided that, if for any reason the Bank holds that payment of the value of the treasury bill as above would involve risk of loss to Government, it may withhold payment thereof, and in that case shall, within six weeks of the date of its decision to withhold payment or of the date of maturity of the treasury bill alleged to have been lost, stolen or destroyed, whichever date is later, invest the amount of the treasury bill in the Post Office Savings Bank unless, before the expiry of such period, the applicant has made a specific request for the investment of the amount in securities of any of the current rupee loans of the Central Government or the Government of Orissa maturing not earlier than the date on which the amount is due for payment, and in that case the Bank shall invest the amount in such securities and deposit the balance, if any, left after such investment in the Post Office Savings Bank. The Bank shall repay the amount invested in the Post Office Savings Bank, together with any interest which may have accrued thereon and if any investment has been made in Government Securities, issued by the Government of Orissa or by the Central Government, as the case may be, shall deliver such securities, together with the interest accrued thereon, to the applicant on the expiry of six years from the date of publication in the list mentioned above.(2)The indemnity bond referred to in Sub-rule (1) above shall be for twice the value of the treasury bill. The Bank may direct that such indemnity bond shall be executed by the applicant alone or by the applicant and one or two sureties or that in lieu of furnishing sureties the applicant shall deposit with the office of the Bank at Calcutta collateral security in the shape of Government securities including those issued by the Central Government for such amount and period as it may think fit.(c)General

## **19. Publication of list.**

(1)The list referred to in Rules 13 and 18 (1) shall be published half-yearly in the Orissa Gazette in the months of January and July, or as soon afterwards as may be convenient.(2)All Government promissory notes and treasury bills in respect of which an order has been passed under Rule 13 or Rule 18 (1), as the case may be, shall be included in the first list published next after the passing of such order and thereafter such notes and treasury bills shall continue to be included in every succeeding list until the expiration of six years from the date of first publication.(3)The list shall contain the following particulars regarding each note (other than a treasury bill) included therein, namely, the name of the loan, the number of the note, its value, the name of the person to whom it was issued, the date from which it bears interest, the name of the applicant for a duplicate, the number and date of the order passed by the Bank for payment of interest or issue of a duplicate and the date of publication of the list in which the note was first included and similar particulars shall, as far as possible, be given regarding each treasury bill included in the list.

## **20. Form of receipt for renewal, consolidation, etc.**

(1)Subject to any general or special instructions of the Financial Secretary, the Public Debt Office may, on the application of the holder-(a)renew, sub-divide or consolidate a Government promissory note or notes (not being a treasury bill or treasury bills) ; provided that the note or notes has or have been receipted in Form V, VII or VIII, as the case may be; or(b)convert the note or notes into a stock certificate ; provided that the note or notes has or have been endorsed, "Pay to the Governor or

Orissa".(2)Subject to any general or special instructions of the Bank, the office of the Bank which issued a treasury bill may, on the application of the holder thereof, renew it ; provided that the treasury bill has been receipted in Form VI.

## **21. Proviso for renewal of promissory notes hold by managing member of Hindu joint family subject to Mitakshara Law.**

- The certificate required under the proviso to Section 12 of the Act shall be a certificate signed by the District Magistrate after such inquiry (if any) as may in his opinion be necessary to determine the matters in question referred to therein.

## **22. Prescribed authority In case of dispute as to title.**

(1)The Bank shall exercise the powers and perform the duties referred to in Section 13 of the Act.(2)Any declaration made under Clause (c) of Sub-section (1) of that section shall be published, as soon as possible after the date on which the declaration is made in three successive issues of the Orissa Gazette and, if the note was enfaced for payment of interest at any office of the Bank outside the Province of Orissa, of the Official Gazette of the place where the interest on the note was payable.

## **23. Receipt required on discharge of a promissory note.**

- When a promissory note is presented for discharge, a receipt shall be taken on the note itself.General

## **24. Fees.**

- The following fees shall be paid in respect of applications under Sections 10, 12 and 15 of the Act, namely :For each renewed, converted, consolidated, sub-divided or duplicate security - 4 annas per cent, if the new security does not exceed in amount Rs. 400, and Re. 1 if the new security exceeds that sum :Provided that no fee shall be payable-(a)in respect of the conversion of a Government promissory note into stock certificate, and(b)in respect of the renewal of a note which bears no endorsement other than an endorsement by the Bank, the Imperial Bank of India, or the Comptroller, Orissa, or his Assistant, and the renewal endorsement, when such renewal is required only on account of there being no further space on the note in which to record payment or enfacement for payment of interest.

## **25. Indemnity bonds.**

- An indemnity bond taken on the issue of a renewed, converted, consolidated or sub-divided security shall be, as nearly as may be, in Form IX. It shall be for twice the amount of the security or securities, as the case may be, and shall be executed by the applicant alone or by the applicant and one or two sureties, as may be directed. The applicant may also be allowed to deposit, for such



amount and period as may be considered fit, collateral security in the shape of Government securities including those issued by the Central Government instead of furnishing personal sureties. Special procedure in certain cases

## **26. Government securities held by minor or lunatic.**

(1) When a Government security stands in the name of or is held by a minor or a lunatic who is incapable of managing his affairs, interest or the capital sum payable on the maturity of the loan may, where, in the case of interest payable, the nominal value of the security, or in other cases the sum payable, does not exceed five thousand rupees, be paid to the father or, if he be dead, to the mother of such person on the officer making the payment being satisfied as to the identity of the father, or mother, as the case may be. (2) If such payment be made at a place other than that at which such minor or lunatic and his father or mother ordinarily reside, payment may be made on production of a certificate of identity signed by any Magistrate. (3) When an applicant for payment is neither the father nor the mother of the minor or lunatic, and when the value of the securities standing in the name of such person does not exceed five thousand rupees, payment may be made on production of a certificate by the District Magistrate, to the effect that the applicant is the actual guardian of such person. (4) If the value of the securities standing in the name of a minor or lunatic exceeds five thousand rupees, payment shall not be made unless and until the applicant for payment shall have produced evidence to the satisfaction of the officer making payment that he is the legal guardian of such person.

## **27. Small holdings of deceased persons.**

- The Bank shall exercise the powers and perform the duties referred to in Section 19 of the Act.

## **28. When maker of a document is unable to write.**

(1) If any person by whom any document relating to a Government security is to be executed, or by whom an endorsement is to be made on a promissory note, satisfies a Magistrate that he is for any reason unable to write, and that the effect of the document or endorsement is fully understood by him, and that he is the person whom he represents himself to be, such Magistrate may, at the request of that person and subject to the provisions of this rule, execute the document or sign the endorsement on his behalf. (2) Where any such document is to be executed or endorsement signed by a Magistrate under this rule on behalf of any person, the Magistrate shall execute the document or sign the endorsement in the presence of that person, and shall enter below his own signature a certificate to the effect that the document was executed, or the endorsement signed, as the case may be, at the request of that person after having been previously read over to the latter, and that he is satisfied that the effect of the document or endorsement is fully understood by such person.

## **29. Application for information.**

(1) Any person requiring information regarding a Government security in the custody of the Public

Debt Office may apply to that office in writing, stating the form in which the information is required.(2)Every such application shall state with precision the particulars (namely, the number, rate of interest, loan to which it belongs and the face value) of the security and shall contain a statement of the purpose for which the information is required and of the interest of the applicant in the security. If any of the above particulars are not known to the applicant, the Bank may, on application being made to it direct the Public Debt Office, at its discretion, to supply the required particular or particulars, if available, to the applicant, subject to such conditions and on payment of such fees, if any, as it may prescribe.

### 30. Disposal of application.

- The following provisions shall be observed in dealing with applications under Rule 29 :(1)If the application relates to a security which has been renewed, converted, consolidated or sub-divided or asks for inspection from any register or book kept or maintained in the Public Debt Office, the application shall be refused;(2)If the application asks for inspection of a security which has been cancelled on payment of the amount due in respect thereof, it shall be referred to and disposed of under the orders of the Bank;(3)In any other case the Public Debt Office may, subject to the provisions hereinafter contained, grant a certified copy of any endorsement on a security or of any entry in any register or book maintained by that office relating to any security, on being satisfied that the security in question has stood in the name of the applicant or of a person in whom the applicant has a representative interest, and further that the applicant has a bona fide interest in the security in respect of which the application is made :Provided that if the security has been cancelled on payment of the amount due in respect thereof, no copy of any endorsement thereon shall be granted which purports to give a title subsequent to the termination of the applicant's interest in the security;(4)The Public Debt Office may, under a special order of the Bank supply any information regarding a security referred to in Clause (3) which is directed to be supplied by such an order.

### 31. Fees.

(1)Every applicant shall, before any information is supplied to him under Rule 29 or Rule 30 pay, a fee of Re. 1 for each security in respect of which any information is supplied and shall execute a bond of indemnity as nearly as may be in Form X for twice the value of the security or securities involved and the interest paid thereon since the date of issue.(2)A fee of Re. 1 shall be paid for each certified copy granted under Rule 30.The Schedule[See Rule 2 (d)]Form - I[See Rule 5]Form of Endorsement for conversion of Stock Certificates into Promissory NotesReceived in lieu of this stock certificate, promissory notes of Rs.....each (together with a new stock certificate for the balance amounting to Rs ..... ) with interest payable at.....Treasury.Signature of the registered holder/his duly authorised representativeForm - II[See Rule 5]Form of Endorsement for consolidation of Stock CertificatesReceived in lieu of stock certificates Nos..... for Rs.....respectively of the per cent loan of .....a stock certificate for Rs.....of the..... per cent loan of .....with interest payable at.....Treasury.Signature of the registered holder/his duly authorised representativeForm-III[See Rule 5]Form of Endorsement for sub-division of a Stock CertificateReceived in lieu of this stock certificate..... stock certificates for Rs..... respectively of the..... per cent loan of.....with interest payable

at.....Treasury. Signature of the registered holder/his duly authorised representative Form -  
IV [See Rule 9] Receipt for interest on Government Promissory Notes.....per cent Loan of.....

Received from

the

Government

Treasury

at....Interest

due on

Promissory

Notes as

follows:

N.B.: If the  
number is in a  
fractional form  
the upper  
number only  
need be quoted

No. of note	Amount of each note	Amount of half-yearly interest	For how many half-year's interest is due	Total amount due	Date up to which interest is due	Name of holder of notes
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Rs.

Rs. a.p.

Rs. a.p.

Total

.....

Deduct -

Income-tax

at pies.

Net

amount

payable

Total received

(inwards).....

Signature.....(State whether or holder or holder's attorney or administrator).....Form-V[See Rule 20 (1) (a)]Form of Endorsement for renewal of a Promissory NoteReceived in lieu hereof a renewed note payable to (name of holder) with interest payable at.....Treasury. Signature of the holder/duly authorised representative of (name of holder).Form - VI[See Rule 20 (2)]Form of Endorsement of the renewal of a Treasury BillReceived in lieu hereof a renewed Treasury Bill payable to....Signature of the holder/duly authorised representative of (name of holder).Form VII[See Rule 20 (1) (a)]Form of Endorsement for sub-division of a Promissory NoteReceived in lieu hereof.....notes for Rs respectively, payable to.....(name of holder), with interest payable at.....Treasury. Signature of the holder/duly authorised representative of (name of holder).Form-VIII[See Rule 20 (1) (a)]Form of Endorsement for consolidation of Promissory NotesReceived in lieu hereof a new note payable to.....(name of holder) for Rs.....by consolidation with promissory note or notes Nos.....(mentioning the Nos. and amounts of the other notes desired to be consolidated with it and specifying the loan) with interest payable at.....Treasury. Signature of the holder/duly authorised representative of.....(name of holder).Form-IX[See Rule 25](The obligor and his sureties are the parties)Know all men by these presents that we .....are held and firmly bound to the Reserve Bank of India, Public Debt Office, Calcutta, in the sum of Rupees .....of lawful money of British India to be paid to the said Reserve Bank of India, Public Debt Office, Calcutta, or to the said Bank's certain attorneys, successors or assigns for which payment to be well and truly made, we bind ourselves and each of us and each of our heirs, executors, administrators and representatives and every of them jointly and severally by these presents sealed with our

respective seals. Dated this.....day of.....20.....Whereas a certain promissory note or security.....of the Government of Orissa, No of the per cent loan of.....for Rs.....dated the day of.....20.....was drawn for and on behalf of the then Governor of Orissa by the order and under the authority of the then Governor of Orissa in favour of one (Here recite facts and defects in endorsements); And whereas the said..... has applied to the said Reserve Bank of India, Public Debt Office, Calcutta, to renew the said promissory note or.....security in.....favour and in.....proper name which the said Reserve Bank of India, Public Debt Office, Calcutta, have consented and agreed to do on the said with two good and sufficient sureties entering into and executing the above written bond or obligation subject nevertheless to the condition hereunder written and whereas the above bounden at the request of the said.....have agreed to become sureties for.....and to join with.....in executing the above written bond or obligation; Now the condition of the above-written bond or obligation is such that if the above bounden ....., and each of them and each of their heirs, executors, administrators or representatives or any or either of them shall from time to time and at all times hereafter well and effectually save, defend, keep harmless and indemnified the Governor of Orissa and the said Reserve Bank of India, Public Debt Office, Calcutta, and their lands, tenements, goods, chattels and effects of from and against the issue of the renewed note or security.....in lieu and in place of the said promissory note or security of.....the Government of Orissa, No of the.....per cent loan of.....for Rupees.....dated the.....day of.....20., and standing in the name of ... and also from the payment of all interest which has accrued due thereon and shall from time to time hereafter accrue due thereon and also of, from and against all and all manner of actions, suits, claims and demands whatsoever which may be instituted, commenced or prosecuted or made upon or against the Governor of Orissa and the said Reserve Bank of India, Public Debt Office, Calcutta, by any person or persons whosoever being of claiming to be entitled thereto or for or on account or under colour of the said promissory note or security.....or of such renewed note or security .....as aforesaid or the interest now due and from time to time hereafter accruing due thereon respectively and of, from and against all loss, costs, charges and expenses whatsoever which the Governor of Orissa and the said Reserve Bank of India, Public Debt Office, Calcutta, shall sustain, incur, or be put to by reason or for or on account or under colour of the renewal of such promissory note or security ...or for or on account or under colour of the non-payment of such promissory note or security.....or of the interest now due or hereafter to accrue due thereon to any person or persons being or claiming to be entitled thereto or for or on account or by reason of these presents, then the above written bond or obligation shall be void and of no effect but otherwise the same shall remain in full force and virtue. Signed, sealed and delivered Form - X [See Rule 31] Form of Indemnity Bond Know all men by these presents that I/we..... am/are held and firmly bound unto the Governor of Orissa in the sum of [.....] [Double the amount of the notes and interest paid thereon since the respective dates of issue. (To be omitted if bond taken from one person only).] rupees of lawful money of British India to be paid to the said Governor of Orissa, his certain attorneys, successors or assigns for which payment well and truly to be made I/we bind myself/ourselves my/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/herself/his/her heirs, executors, administrators and representatives severally) firmly by these presents sealed with my/our respective seal(s). Dated this .....day of .....in the Christian year Two thousand and and I/each of us the said.....do/doth hereby for

myself/himself/herself and my/his/her heirs, executors, administrators and representatives covenant with the said Governor of Orissa his successors and assigns that if any suit shall be brought touching the subject-matter of this obligation or the condition hereunder written in any Court subject to the superintendence of the High Court of Judicature at Patna, other than the said High Court in its ordinary original civil jurisdiction the same may at the instance of the said Governor of Orissa be removed into, tried and determined by the said High Court in its extraordinary original civil jurisdiction. Whereas the above bounden claims to be entitled.....(Here state in what capacity claim to the notes is made) to the several Government promissory notes specified and set forth in the schedule hereunder written and has caused to be represented to the said Governor of Orissa that the said Government promissory notes have been.....(set out representation made concerning the notes); And whereas the said.....has/have applied to the said Governor of Orissa, for an inspection of the said notes and also for all other information and particulars respecting the said notes and whereas the Reserve Bank of India (acting in the premises for and on behalf of the said Governor of Orissa) has agreed to give inspection of the said notes and to afford to the said.....all information and .....particulars affecting the said notes on condition of the said entering into and executing such bond as above-written with such condition as hereunder is written. Now the condition of the above-written bond or obligation is such that if the said.....heirs, executors, administrators and representatives shall not and will not at any time hereafter sue the said Governor of Orissa, his successors in office or assigns or any agent employed by or officer or servant of the Government for or in respect of the said notes or the renewal or subdivision thereof or for the recovery of the value thereto or of any interest thereon or of anything done by the said Governor of Orissa or his agents or servants in relation thereto and also shall and will save harmless and keep indemnified, the said Governor of Orissa, his successors in office or Assigns or any agents employed by or officer or servant of the Government against all claims, demands or proceedings that may be made or instituted upon or against them or any of them by any person or persons whomsoever in consequence of the Reserve Bank of India giving inspection of the said notes or affording to the said.....information and particulars affecting the said notes then the above-written bond shall be void and of no effect otherwise the same shall be and remain in full force and virtue. Signed, sealed and delivered by.....In presence of.....Witness Occupation and address-The schedule referred to in the foregoing bond