

FORM VAT-III

PERSONAL BOND WITH SOLVENT SURETIES

[See rule 4(1)(b)]

BEFORE THE ASSESSING AUTHORITY [] CIRCLE, DISTRICT [], HIMACHAL PRADESH, UNDER SECTION 15 OF THE HIMACHAL PRADESH VALUE ADDED TAX ACT, 2005.

No. [] 200 []

M/S/ [] **Petitioner**

Versus

The State of Himachal Pradesh

through the Assessing Authority []

Know all men by these presents that I/We [] (full name) [] (full address). [] Payer's Identification No., (if any)

[] am/are held and firmly bound to the Government of Himachal Pradesh (hereinafter referred to as "the Government" which expression shall, unless excluded by, or repugnant to, the context, include his successor-in-office and assigns) in the sum of Rs [] Rupees [] hereinafter referred to "as the said sum" to be paid to the Government on demand, for which payment will and truly to be made, I/We bind myself/ourselves/our heirs, executors, administrators and legal representatives by these presents.

Whereas the above bounden has been required by the appropriate Assessing Authority [] District [] Himachal Pradesh to furnish security for the said sum for the purpose of,—

- (a) securing the payment of any amount payable by him/ them on account of tax, interest or penalty under the Himachal Pradesh

Value Added Tax Act, 2005 (hereinafter referred to as the 'Act'), within the time provided and in the manner prescribed, and

- (b) indemnifying the Government against all losses, costs or expenses which the government may, in any way, suffer, sustain or pay by reasons of the omission, default or failure or insolvency of the above bounden or, any person or persons acting under or for him/them, to pay the said sum in the manner and by the time provided by or prescribed under the said Act and the rules made thereunder.

Now, the condition of the above written bond is such that if the above bounden, his/their heirs, executors, administrators and legal representatives or any other person acting under or for him/them shall,—

- (a) pay the full amount due under the said Act and rules made thereunder in the manner and within the period provided or prescribed under the said Act and the rules, on demand by any authority appointed by the Government under section 3 of the said Act, such demand to be in writing and to be served upon the above bounden, his/their heirs, executors, administrators and legal representatives or any other person acting under or for him/them in the manner and within the period provided by or prescribed under the said Act and the rules made thereunder, and
- (b) also at all times indemnify and save the Government from all and every loss, costs or expenses which has/ have been or shall or may, at any time or times hereafter during the period in which the above bounden is held liable to pay any sum due under the said

Act and the rules made thereunder, be caused by reason of any person acting under or for him/them,

then this obligation shall be void and be of no effect, otherwise the same shall be and remain in full force and effect and it is hereby further agreed that in the event of the death/ partition/disruption/dissolution/winding up or the final cessation of the liability, under the Act or the rules made thereunder, of the above bounden, this bond, shall remain with the aforesaid Assessing Authority for recovering (a) any sum that may be payable by the above bounden or (b) any loss, cost or expenses that may have been sustained, incurred on insolvency of the above bounden, his/their heirs, executors, administrators and legal representatives and which may not have been discovered until after the above bounden's death/partition/disruption/dissolution/winding up or final cessation or his/their liability under the said Act or the rules made thereunder:

Provided always that without prejudice to any other right or remedy for recovering any sum due under the Act or loss or damages as aforesaid, it shall be open to the Government to recover the amount payable under this bond as arrears of land revenue.

In witness whereof the said (full name) has hereunto set his/their hand(s) this day of

Signed and delivered by the above named in the presence of the witnesses here-in-below.

Signature
Status

<input type="text"/>
<input type="text"/>

Witness:

1. (Full Name)
2. Full Name)

<input type="text"/>
<input type="text"/>

We (1)

(2)

(Name and full addresses of the Sureties) hereby declare ourselves to be sureties for the above bounden and guarantee that he/they shall do and perform all that he/they has/have above undertaken to do and perform and in case of his/their omission, default or failure therein, we hereby bind ourselves jointly and severally to forfeit to the Government of Himachal Pradesh (hereinafter referred to as 'the Government', which expression shall unless excluded by or repugnant to the context, includes its successors-in-office and assigns) the sum of Rs (Rupees) (hereinafter referred to as 'the said sum') in which the above bounden has bound himself or such other lesser sum as shall be deemed to be sufficient by the Assessing Authority or any other officer appointed under section 3 of the Himachal Pradesh Value Added Tax Act, 2005, to recover any sum payable by the above bounden and remaining unpaid and also to recover any loss, damages, cost or expenses, which the Government may sustain, incur or pay by reasons of such omission, default or failure.

And we further agree that the Government may without prejudice to any other rights or remedies of the Government, recover the said sum from us, jointly and severally, as arrears of land revenue.

And we also agree that neither of us shall be at liberty to terminate this surety-ship except upon giving to the appropriate Assessing Authority six calendar months' notice, in writing, of his intention so to do prospectively, and our joint and several liability under this bond shall continue in respect of all acts, omissions, defaults,

failure and insolvencies on the part of the bounden even upto the expiration of the said period of six months.

Signatures of the sureties in presence of witnesses

1. Witness:
Signature
(Full Name)
(Complete address)

1. Signature
(Full Name)

Permanent Address

2. Signature
(Full Name)
(Complete address)

2. Signature
(Full Name)

Permanent Address

Accepted for and on behalf of the Governor of Himachal Pradesh in pursuance of Article 299 (1) of the Constitution.

In presence of

1.
2.

Name and Designation of the Officer