

**FORM VAT-VII**

**INDEMNITY BOND**

[See rule 25 (1)]

**BEFORE THE ASSESSING AUTHORITY [ ] CIRCLE, DISTRICT [ ], HIMACHAL PRADESH, UNDER RULE 25(1) OF THE HIMACHAL PRADESH VALUE ADDED TAX RULES, 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 address of the dealer) [ ]

\*registered dealer/dealer under the Himachal Pradesh Value Added Tax Act, 2005 under Tax Payer's Identification Number (Registration No) [ ] dated [ ] in the State of Himachal Pradesh (hereinafter called the Obligor) \* am/are held and held and firmly bound upto the Governor of Himachal Pradesh (hereinafter called the Government) in the sum of Rs. [ ] (Rupees in words) [ ] \*(hereinafter referred to as the said sum) to be paid to the Government on demand for which payment will and truly be made, I/We bind myself/ourselves and my/our heirs, executors, administrators, legal representative and assigns and the person for the time being having control over assets and affairs by these presents.

Signed this [ ] day of [ ]  
[ ] two thousand and [ ]  
[ ]

Whereas sub-rule (1) of rule 25 of the Himachal Pradesh Value Added Tax Rules, 2005, requires that in event of the original tax invoice having been lost, destroyed or mutilated, he registered dealer shall make an application to the appropriate Assessing Authority and attach alongwith the same a duplicate copy of the tax invoice issued by the selling dealer and shall be required to furnish an

indemnity bond to the appropriate Assessing Authority for the amount equal to the amount of input tax credit claimed under such invoice;

And whereas the obligor herein is the dealer to whom the tax invoice in **Form VAT-** [ ] bearing serial number [ ] dated [ ] was issued by [ ] (Name and address of the selling dealer);

And whereas the obligor has lost/ destroyed/mutilated the said tax invoice in **Form VAT-** [ ] bearing serial number [ ] dated [ ] was issued by [ ] (Name and address of the selling dealer).

Now the condition of the above written bond is such that if the obligor shall in the event of a loss suffered by the Government (in respect of which the decision of the Government or the authority appointed for the purpose shall be final and binding on the obligor) as a result of the misuse of the aforesaid Form, pay to the Government on demand and without demur the said sum of Rs [ ] (Rupees [ ] (in words) and shall otherwise indemnify and keep the Government harmless and indemnified from all liabilities incurred by the Government as a result of the misuse of such from then the above written bond shall be void and of no effect but otherwise shall remain in full force, effect and virtue. The Obliger further undertakes to mortgage/charge to properties specified in the Schedule hereunder written by execution of proper deed of mortgage/charge for the payment of the said sum;

SCHEDULE

(Give details of properties mortgaged/charged)


And these presents also witnesseth that the liability of the Obliger hereunder shall not be impaired or discharged by reason of any forbearance, act or omission of the Government or for any time being granted or indulgence shown by the Government.

The Government agrees to bear the stamp duty, if any, chargeable on these presents.

In witness whereof the Obliger has set his hand/\*has caused these presents executed by his authorised representative on the day, month and year above written in the presence of

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1. 

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2. 

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(Obligor's signatures)

Accepted for and on behalf of the Governor of Himachal Pradesh by name and designation of the Officer duly authorised in pursuance of Article 299(1) of the Constitution of India to accept the Bond for and on behalf of the Governor of Himachal Pradesh.

In the presence of –

1. 

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2. 

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(Name and designation of the officer)