

FORM 105
(See Rule 12)

SECURITY UNDER SECTION 28 AND 67 (16) OF THE GUJARAT VALUE ADDED TAX ACT, 2005

Know all men by these presents that I, A. B. of _____ am held /A.B. (here state name of the firm, company etc.) is held & firmly bound upto the Governor of Gujarat exercising the executive power of " the Government" which expression shall unless excluded by or repugnant to the context, include his successors in office and assignee) in the sum of rupees _____ (Rs. _____) to be paid to the Government for which payment, well and truly to be made, I bind myself, my heirs / the said _____ (state here name of the firm, company etc.) binds itself, its heirs executors, administrators and legal representatives by these presents.

"Whereas the above bounden. A.B. has made an application in Form 1 of the Gujarat Value Added Tax Rules, 2005 hereinafter referred to as "the said rules") for grant of a certificate of registration under section 21 or 22 of the Gujarat Value Added Tax Act, (hereinafter referred to as the said Act") and has agreed to abide by the conditions under which the certificate of registration is given to him.

Where the above bounden A.B. has been granted certificate of registration under the said Act and for the proper realization of tax, interest and penalty under the Act and has agreed to abide by the conditions specified in the order by the registering authority for this purpose.

And whereas the said A.B. has in pursuance of rule 12 of the said rules, been called upon to execute a bond with a surety in favour of the _____ (Rs. _____) For the due discharge by the said A.B. of the liability under the said Act and for the purpose of securing and indemnifying the Government against all loss, costs or expenses which the Government against all loss, costs or expenses which the Government may in any way, suffer , sustain or pay by reason of the default or failure, in due discharge of the liabilities under the said Act, of the said A.B. or of any person acting under him or for whom he/it may be responsible.

Now the conditions of the above written bond are such that if the said A.B. has. Whilst he held the certificate or registration issued under the said act, always duly discharged the liabilities under the said Act, and if the said A.B. his heirs, executors or administrators shall pay or cause to be paid, up to the Government the amounts due from him/it under the provisions of the said Act within the prescribed time after such amounts shall have been demanded from the said A.B. by the Commissioner of Commercial Tax, Ahmedabad or by any officer to whom the powers of the Commissioner of Commercial Tax in this respect have been delegated such demand to be in writing and served upon the said A.B. in the manner prescribed under the said Act or rules made there under, and shall at all times indemnify and save harmless the Government from all and every loss, costs or expenses which have been or shall or may at any time every loss, costs or expenses which have been or shall or may at any time or times hereafter the period which the said A.B. is held liable to pay tax, interest and penalty under the said Act, by reason of any Act or insolvency of the said A.B. or any persons acting under him/it or for whom he may be responsible, then this obligation shall be void and of no effect otherwise the same shall be and remain in full force,

And it is hereby further agreed that in the event of death or dissolution or insolvency or partition or winding up as the case may be of the said A/B. or on the final cessation of the liability of the said A.B. under the said Act or otherwise this bond shall remain with the Commissioner of Commercial Tax or an officer authorized by him/it in this behalf for recovering any loss, costs or expenses that may have been sustained incurred or paid by the Government owing to the Act or default of the said A.B. or any such other person or persons

as aforesaid and which may not have discovered until after his death or dissolution. insolvency, partition or winding up as the case may be of the said A.B. or the cessation of liability of the said A.B. under the said Act.

Provided always that without prejudice to any other right or remedies for recovering the loss or damage as aforesaid it shall be open to the Government to recover the amount payable under this bond as an arrear of land revenue.

In witness whereof the A.B./ C.D. on behalf of the said A.B. has here upto set his/its hand this _____ day of _____ 19

Signed and delivered by the above named A.B./C.D. in the presence of:-

1. (Name of witness) _____
(Address) _____
(Signature) _____
2. (Name of witness) _____
(Address) _____
(Signature) _____

(Signature of Applicant)

I _____ hereby declare myself surely for the above said A.B. _____
And guarantee that he/it shall do and perform all that he has above undertaken to do and perform in case of his/its making default therein; I hereby bind myself to forfeit to the Governor of Gujarat (hereinafter referred to as "Government ") the sum of rupees _____ (Rs. _____) in which the above said A.B. has bound himself /itself or such other lesser sum as shall be deemed to be sufficiently by the Commissioner of Commercial Tax, Ahmedabad or and officer duly authorized by him/ it in this behalf to cover any loss or damage in which the Governor may sustain by reason of such default.

And agree that the Government may without prejudice to any other rights or remedies of the Government; recover the said sum as an arrear of land revenue.

And I also agree that I shall not be a liberty to terminate his/its surety ship. Except upon giving to the said commissioner of commercial Tax, Ahmedabad six calendar month's notice in writing of his/its intention so to do, and my liability under this Bond shall continue in respect of all acts, defaults and insolvencies on the part of said A.B. until the expiration of the said period of six months.

Dated this the.....day of.....20

Signature of the surety in the presence of.

1. (Name of witness)-----
(Address)-----
(Signature)-----
2. (Name of witness)-----
(Address)-----
(Signature)-----

(Signature of Applicant)