

FORM VAT - 65

[see Rule 21 (8)]

Indemnity bond

KNOW ALL MEN BY THESE PRESENTS THAT I _____ S/o _____ registered dealer under the Rajasthan VAT Act, 2003 under registration No. (TIN) _____ dated _____ in the State of _____

I/We/M/s. _____/a firm/a company registered under the laws of India and having its registered office at _____ registered dealers under the Rajasthan VAT Act, 2003 under registration No. _____ in the State of _____ (hereinafter called the Obligor is/are held and firmly bound to the President of India/Governor of _____ (hereinafter called the Government) to the sum of _____ (Rupees _____) (In words) well and truly to be paid to the Government on demand and without demur for which payment to be well and truly made. I bind myself and my heirs, executors, administrators, legal representatives and assigns we bind ourselves our successors assigns and the persons for the time being having control over our assets and affairs.

Signed this _____ day of _____ Two thousand _____

OR

WHEREAS Rule 21(8) of the Rajasthan VAT Rules, 2003 requires that in the event a blank or a duly completed form of declaration is lost while it is in the custody of the dealer, the dealer shall furnish in indemnity bond to the notified authority of his State.

AND WHEREAS the Obligor herein to such dealer.
 AND WHEREAS the Obligor has lost the declaration in VAT ____, bearing No. _____ which was blank/ duly completed, and was issued to him by _____ (name and designation of the authority) _____ which was issued to him by _____ (name and designation of the authority) and sent to _____ (selling dealer) _____/received by him from _____ (name of the purchasing dealer) _____ and sent to _____ (notified authority of the selling dealer's State _____) in respect of the goods mentioned below (hereinafter referred to as the Form).

Sl. No.	Name of the dealer	No.of VAT invoice	Date	Description of goods	Quantity	Amount

Now the condition of the above written bond or obligation is such that 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 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 against and from all liabilities incurred by the Government as a result of the misuse of such Form THEN the above written bond or obligation shall be void and of no effect but otherwise shall remain in full force, effect and virtue. The obligor further undertakes to mortgage/charge the properties specified in the Schedule hereunder written by execution of proper deed of mortgage/ charge for the payment of the said sum. [Whenever called upon to do so by the assessing authority].

SCHEDULE
 (Give details of properties mortgaged/charged)

AND THESE PRESENTS ALSO WITNESSETH THAT the liability of the obligor 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, or by reason of any change in the constitution of the obligor in cases where the obligor is not an individual.

The Government agrees to bear the stamp duty if any chargeable on these presents.
 IN WITNESS WHEREOF the obligor " has set his hand/ has caused these presents executed by its authorised representatives, on the day, month and year above written.

Signed by the above named obligor.

In presence of :

1. _____
 2. _____ *
- (Obligor's signature)

Accepted for and on behalf of the President of India/Governor of Rajasthan by name and designation of the Officer duly authorised in pursuance of Article 299(1) of the Constitution, to accept the bond for and on behalf of the President of India/ Governor of Rajasthan in presence of:

1. _____

2.

*

Name and Designation of the Officer