

**FORM VAT- XXVIII-A**

**[See rule 61(3) of the Himachal Pradesh Value Added Tax Rules, 2005]**

**PERSONAL/SURETY BOND**

**Personal bond to be executed by the owner of the goods or his representative, driver or other person incharge of the goods vehicle or vessel on behalf of the owner of goods.**

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BEFORE THE OFFICER INCHARGE OF THE CHECK-POST OR BARRIER OR AN OFFICER EMPOWERED UNDER SUB-SECTION (6) OF SECTION 34 OF THE HIMACHAL PRADESH VALUE ADDED TAX ACT, 2005.

No ..... 200

*Versus*

THE STAT OF HIMACHAL PRADESH -----

*Respondent.*

Known all men by those presents that I/We .....(Full name).....

(full address) with Registration certificate No. if any, am/are held and firmly, bond upto the Governor of Himachal Pradesh (hereinafter referred to as "The Government" ) which expression shall, unless excluded by or repungnant to the context, includes his successor-in-office and assigns in the sum of Rs. ....(amount in figures and followed by amount in words) (hereinafter referred to as "The said sum") to be paid to the Government as demanded, for which payment well and truly to be made. I/We bind myself/our selves/my/our heirs, executors, administrator s and local representatives by these presents.

Whereas the above bounden has been required by the Officer Incharge Sales Tax Check-post/barrier..... Excise and Taxation Officer/Assistant Excise and Taxation Officer ..... in writing to furnish security for the said sum for the purpose of security of securing the proper payment of the tax, surcharge, interest or penalty payable by him/them under the Himachal Pradesh Value Added Tax Act, 2005 (hereinafter referred to as the said Act) and an indemnifying the Government against all loss, costs or expenses which the Government may in any way,

suffer, sustain or pay by reason of commission, default or failure of insolvency of the above bounden or any person or persons acting under or for him/them to pay such tax, surcharge, interest or penalty in the manner and by the time provided by or prescribed under the said Act.

Now the condition of the above written bond is such that if the above bounden, him/them heirs, executors, administrators and legal representative of any person acting under or for him/them pays the full amount of tax, surcharge, interest or penalty payable by him under the said Act in the manner and by the time provided by or prescribed under said Act on demand by any authority appointed by Government under section 3 of the said Act, such demand to be in writing and to be served upon the above bounden person his/their heirs, executors, Administrators and legal representative of any person acting under or for him/them in the manner provided by or prescribed under the said Act, and shall also at all times indemnifying and save harmless the Government from all and every loss, cost or expenses which has been or shall or may at any time, or times hereafter during the period in which the above bounden is held liable to pay the tax, surcharge, interest or penalty under the said Act be caused by reasons of any act, omission default, failure or insolvency of the above bounden or of any person or persons acting under or for him/them 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 vent of the death/partition/disruption/dissolution/winding up or the final cessation of the liability, under the Act or the rules prescribed thereunder, of the bounden this bond shall remain with the officer Incharge Check-post/Barrier the Excise and Taxation Officer/Assistant Excise and Taxation Officer for one year from the occurring of any of the events aforesaid for recovering any tax, surcharge, interest or penalty that may be payable by the above bounden or any loss, cost or expenses that may be payable by the above bounden or any loss, cost or expenses that may have been sustained included or paid by the Government owing to the act, omission, default, failure or insolvency of the above bounden or any person or persons acting under or for him/them of the above bounden's heir, 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 of his their liability under the said Act or the rules prescribed thereunder:

Provided always that without prejudice to any other right or remedy for recovering the tax, surcharge, interest or penalty loss or damage as aforesaid it shall be open to the Government to recover the amount payable under this bond as arrear of land revenue or fine imposed by any authority under the said Act.

In witness whereof the said .....(Full name)  
has hereunto set his hand this ..... day of  
.....signed and delivered..... by the  
above named in the presence of  
.....signature.....Status.

Witness:

1. \_\_\_\_\_  
(Signature with address)

2. \_\_\_\_\_  
(Signature with address)

### **SURETY BOND**

We (1) \_\_\_\_\_  
(2) \_\_\_\_\_

(Name and full address of the sureties)

hereby declare ourselves 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 the Himachal Pradesh (hereinafter referred to as the 'Government') which expression shall unless excluded by or repugnant to the context includes his successor-in-office and assigns the sum of rupees \_\_\_\_\_ (amount in figures followed by amount in words) 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 Officer Incharge Check-Post/Barrier, the Excise and Taxation Officer/Assistant Excise and Taxation Officer in writing to recover any amount of tax, surcharge, interest or penalty payable

by the above bounden and amount of tax, surcharge, interest or penalty payable by the above bounden and remaining unpaid and also to recover any loss, damages, cost or expenses, which he Government sustain, incur or pay by reason of which such omission, default or failure.

And we 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 an arrears of land revenue and/or fine imposed by a Magistrate.

And we also agree that neither of us shall be at liberty to terminate this surety ship except upon giving to the Officer Incharge Check-post/Barrier the Excise and Taxation Officer/Assistant Excise and Taxation Officer six calendar months notice in writing of his intention so to demand out joint and several liability under the bond shall continue in respect of all acts, omission, defaults, failure and insolvencies on the part of the above bounden until the expiration of the said period of six months.

Signature of sureties in presence of witness.

(1) \_\_\_\_\_

(Name and complete address of the witness)

(2) \_\_\_\_\_ (Signature)

Present Address:

Signature \_\_\_\_\_

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