

THE KERALA VALUE ADDED TAX RULES,2005

FORM NO.6

SECURITY BOND

[See Rule 18 (3) & 65(4) }

KNOW all men by these presents that I /We..... (full name).....(full address with telephone ,TINetc.,) am/are held and firmly bound unto the governor of Kerala exercising the executive power of the government of the state of Kerala (hereinafter referred to as “which expression shall ,unless excluded by or repugnant to the context , include his successors-in, office and assigns including any authority appointed under section 3 of the KERALA VALUE ADDED TAX ACT,2003)in the sum of rupees(amount in figures and followed by amount in words) (hereinafter referred to as ‘the said sum’) to be paid to the Government on demand , for which payment well and truly to be made, I/We bind myself/ ourselves/ my/our heirs, executors, administrators and legal representatives by these presents.

WHEREAS the above bounden has been required by the Commercial Tax Officer/Assistant Commissioner/ Deputy Commissioner to furnish security for the said sum for the purpose of securing the proper payment of the tax payable by him/them under the said Act and indemnifying the Government against all loss, costs or expenses which the Government may, in any way, suffer, sustain or pay by reason of the omission, default or failure of the above bounded or any person or persons acting under or for him/them to pay such tax in the manner and by the time provided by the prescribed under the said Act.

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 person acting under or for him/them pays the full amount of tax payable by him under the said Act in the manner and by the time provided by or prescribed under the said Act 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 bounded, his/their heirs, executors, administrators and legal representatives or any person acting under or for him/then 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 anytime or times hereafter during the period in which the above bounded is held liable to pay the tax under the said Act, be caused by reason of any act, omission, default failure or insolvency of the above bounded 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 event 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 above bounden, this bond shall remain with the assessing authority for twelve years from the occurring of any of the events aforesaid for recovering any

tax that may be payable by the above bounden or any loss, cost or expenses that may have been sustained, incurred 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 or the above bounden's heirs, executors, administrators and legal representatives and which may not have been discovered until after the above bounded's death/partition disruption/dissolution/winding up or final cessations 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, 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 or fine imposed by a magistrate.

IN WITNESS WHEREOF THE SAID.....(full name) has hereunto set his hand this..... day ofSIGNED AND DELIVERED by..... the above named in the presence of.....

Signature.....

.....

1. Status
- 2.

We.....hereby declare that we are solvent to the extend of Rs..... (in words.....) and 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 Governor of Kerala exercising the executive power of the Government of the State of Kerala (hereinafter referred to as 'the Government', which expression shall, unless excluded by or repugnant to the context, include his successors-in-office and assigns including any authority appointed under section 3 of the Kerala Value Added Tax Act 2005) 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 assessing authority to recover any amount of tax payable by the above bounden and remaining unpaid and also to recover any loss, damage, cost or expenses, which the Government may, sustain, incur or pay by reason of 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 arrear of land revenue and/or fine imposed by a magistrate;

AND we agree that neither of us shall be at liberty to terminate this surety ship except upon giving to the assessing authority six calendar month’s notice in writing of his intension so to do, and our joint and several liability under the this bond shall continue in respect of all acts, omissions, 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:

1. Signature
2. Permanent address

In presence of.

1. Signature
2. Permanent address

Details of Sureties

(1) Sl. N o	(2) Name	(3) Age and Date of Birth	(4) Permanent & Present Residential Address in use.	(5) Details of PAN, Passport, Electoral Identity Card etc.,	(6) Details of Bank Account	(7) Details of Immovable property owned with Sy. No.	(8) Signature	(9) Signature attestation by Notary Public

Note: Solvency Certificate in respect of sureties to be attached.

