

THE KERALA VALUE ADDED TAX RULES, 2005

FORM No.6C

BANK GUARANTEE

(See Rules 45(5),65(4),46(5),18(3))

1. WHEREAS the assessing authorityCircle District.....exercising the executive powers of the Governor of Kerala/President of India by delegation having agreed to accept this bank guarantee in lieu of the security required to be furnished by M/s.....holding TIN/CST R.C. NO.....(hereinafter called "the said Obligor(s)") under Section 7 of the Central Sales Tax Act, 1956/under Section ___/Rule___of Kerala Value Added Tax Act, 2003/Rules there under for the due fulfillment by the said Obligor(s) of the requirement of law contained in the relevant sections of the said Acts, We theBank Ltd (hereinafter referred to as "The Bank") at the request of M/s. Name and Address. _____Obligors(s) do hereby undertake to pay to the Government an amount not exceeding Rs...../- (Rupees_____) against any loss or damage caused to or suffered or would be caused to or suffered by the Government so of any breach by the said Obligor(s) of any of the provisions contained in the above said sections of respective Acts.

2. We,.....Bank Ltd. Do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Government stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Government by reason of breach by the said Obligor(s) of any provisions of law as stated above.

Any such demand made on the bank shall be conclusive as regards the amount due an payable by the Bank under this guarantee. However, our liability under this Guarantee shall be restricted to any amount not exceeding Rs_____/- (Rupees_____)

3. We undertake to pay to the Government any money so demanded not withstanding any disputes raised by the Obligor(s) in any suit or proceeding pending before any court or tribunal relating thereto our

liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge or our liability for payment thereunder and the Obligor(s) shall have no claim against us for making such payments.

4. We,XXXXXXXXXXXX Bank Ltd., further agree that the guarantee herein contained shall remain in full force and effect during the period that it shall continue to be enforceable till all the dues of the Government have been fully paid and its claims satisfied or discharged or till.....(date), office of the The Assessing Authority,.....Circle certifies that all the claims have been fully and properly carried out by the said Obligor(s) and accordingly discharges this guarantee or until.....whichever is earlier, Unless a demand or claim under this guarantee is made on us in writing on or before.....we shall be discharged from all liability under this guarantee thereafter.

We,.....Bank Ltd. and address countersign this bond as surety only to the extent of Rs...../- (Rupees_____), it being clearly understand that our liability is limited to the said sum of Rs...../- Notwithstanding anything contained to hereinabove, our liability under this guarantee is restricted to Rs...../- (Rupees_____). Our guarantee shall remain in force until.....Our liability hereunder is conditional upon your lodging a demand or claim with TheBank Ltd., and address on or before.....Unless a demand or claim is lodged with us within the aforesaid time, your rights under the guarantee shall be forfeited and we shall not be liable thereunder.

All claims under this guarantee will be made payable at.....Bank Ltd. and Address. This guarantee will be returned to.....Bank Ltd., once the purpose of issuance has been fulfilled or upon its expiry which ever is earlier.

Date:

Place: For and on behalf of.....Bank Ltd

(Authorised Signatory)

Note: This bank guarantee has to be on non-judicial stamp paper of appropriate value.