

FORM VAT-36C

[See rule67]

INDEMNITY BOND

Know all men by these presents that I/We _____ (Full address of the taxable person) _____ registered under the Punjab Value Added Tax Act, 2005 under registration No. _____ dated _____ In the state of Punjab (hereinafter called the Obliger) am/are held and firmly bound up to Government of Punjab (hereinafter called the Government) in the sum of _____ (rupees in words) (hereinafter referred to as the said sum) to be paid to the Government on demand for which payment well and truly be made. I/we bind myself/ourselves and my/our heirs, executors administrators, legal representatives and assigns and the persons for the time being having control over my/our assets and affairs by these presents.

Signed this _____ day of _____ two thousand and _____

Whereas clause (e) of sub rule (2) of Rule 52 of the Punjab Value Added Tax Rules, 2005 requires that in the event a blank or a duly completed form VAT-36 is lost while it is in the custody of the purchasing dealer or the selling dealer or in transit as the case may be, is required to furnish an indemnity bond. In the case of the dealer registered in the State of Punjab, the indemnity bond is to be furnished to the Assessing Officer from whom the said form was obtained and in the case of a dealer of other State to the notified authority of his State.

And whereas the obliger herein is a taxable person of Punjab/ other State.

And whereas the obliger has lost the declaration Form VAT-36 bearing No _____ which was blank/duly completed and was issued by Designated Officer _____ and which was issued by me/us to _____ (taxable person of other State) / received by me/us from _____ (name of the taxable person of Punjab) in respect of the goods mentioned below:

Sr.No.	No. of bill / invoice / challan	Date	Description of goods	Quantity	Amount

Now the condition of the above written bond is such that the obliger 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 bonding on the obliger) 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 Government as a result of the misuse of such form, then the above written bond shall be void and of no effect but otherwise shall remain in full force effect and virtue. The obliger further undertakes to mortgage/charge to properties specified in the schedule here under written by execution of proper deed of mortgage/charge for the Payment of the said sum.

SCHEDULE

(Give details of properties mortgaged/charged)

And these presents also witnesseth that the liability of the obliger 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.

The Government agrees to bear the stamp duty, if any, chargeable on these presents.

In witness whereof the obliger has set his hand/has caused these presents executed by his authorised representatives on the day month and year above written in the presence of: -

1. _____
2. _____

(Obligers Signature)

Accepted for and on behalf of the Governor of Punjab by name and designation of the officer duly authorised in pursuance of Article 299 (1) of the Constitution of India, to accept the Bond for and on behalf of the Governor of Punjab. In the presence of: -

1. _____
2. _____

(Signature of the Designated officer with name,
designation and seal