

FORM "G"

FORM OF INDEMNITY BOND

[See Rule 12(2) and 12(9)]

Know all men by these presents that I S/o registered dealer under the Central Sales Tax Act, 1956 under registration No..... dated in the State of /We M/s..... a firm / a company registered under the laws of India and having its registered office at registered dealers under the Central Sales Tax Act, 1956, under registration No..... in the State of (hereinafter called the Obligor) is/are held and firmly bound unto the President of India / Governor of (hereinafter called the Government) in the sum of [Rupees] 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 representative and assign/ we bind ourselves, our successors and assigns and the persons for the time being having control over our assets and affairs.

Signed this..... day of.....one thousand nine hundred and Whereas sub-rule (2) of Rule 12 of the Central Sales Tax (Registration and Turnover) Rules, 1957, requires that in the event a blank or a duly completed form of declaration is lost while it is in the custody of the purchasing dealer or in transit to the selling dealer, the purchasing dealer and, as the case may be, also a selling dealer each to furnish an indemnity bond to in the case of purchasing dealer, the notified authority from whom the said form was obtained and in the case of a selling dealer, the notified authority of his State.

And whereas the Obligor herein such purchasing dealer / selling dealer And whereas the Obligor has lost the declaration in Form C/ Form F / the certificate in Form E I/Form E III, 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.	No. of	Date	Description	Quantity
Amount	Bill/Invoice/Challan			

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 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 mortgage/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 case 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 authority 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..... by name and designation of the Officer duly authorised pursuance of Article 299(l) of the Constitution to accept the bond for and on behalf of the President of India/Governor of....

In presence of:

- 1.
- 2.

.....
Name and Designation of the Officer