

**FORM VAT – B1**

**Indemnity Bond**

[See rule 17(9) ]

Know all men by these presents that

I/We, \_\_\_\_\_ S/o \_\_\_\_\_ registered dealer under the Haryana Value Added Tax Act, 2003, with Tax Payer's Identification 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 Haryana Value Added Tax Act, 2003, with Tax Payer's Identification No. \_\_\_\_\_ in the State of \_\_\_\_\_

(hereinafter called the obligor) is/are held and firmly bound unto the Governor of Haryana (hereinafter called the Government) in sum of \_\_\_\_\_ [Rupees \_\_\_\_\_ (in words) \_\_\_\_\_] well and truly to be paid to the Government on demand and without demur for which payment to be well and truly made, I/We bind myself/ourselves and my/our heirs executors, administrators, legal representatives and assignees, I/We bind myself/ourselves, our successors and assignees and the persons for the time being having control over my/our assets and affairs.

Signed this \_\_\_\_\_ day of \_\_\_\_\_ Two thousand \_\_\_\_\_

Whereas rule 17(9) of the Haryana Value Added Tax Rules, 2003, requires that in the event a blank or a completed form of declaration is lost while it is in custody of the purchasing authorised dealer or in transit to the selling registered dealer, the purchasing authorised dealer and as the case may be also a selling registered dealer each to furnish an indemnity bond to, in the case of the purchasing authorised dealer, the assessing authority from whom the said declaration was obtained and in the case of a selling registered dealer, the assessing authority of the area in whose jurisdiction the said selling registered dealer is registered .

And whereas the Obligor herein is such \* purchasing authorised dealer\* selling registered dealer.

And whereas the Obligor has lost the declaration in Form \_\_\_\_\_ bearing No. \_\_\_\_\_ which was blank / \*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 registered dealer) \_\_\_\_\_ \*received by him from \_\_\_\_\_ (name of the purchasing authorised dealer) \_\_\_\_\_ and sent to \_\_\_\_\_ (assessing authority of the selling registered dealer's State \_\_\_\_\_ ) in respect of the goods mentioned below (hereinafter referred to as the declaration)

Sr. No.	No. of Bill Invoice/Challan	Date	Description of goods	Quantity	Amount

Now the condition of the above written bond of 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 purposes shall be final and binding on the Obligor) as a result of the misuse of the declaration, 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 declaration, then the above written bond or obligation shall be void and of 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 up to do by the assessing authority.

**SCHEDULE**

**(Give details of properties mortgaged/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 cases where the Obligor is not an individual).

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

In witness where of the Obligor \*has set his hand/\*has caused these presents executed by its authorized 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 Governor of Haryana

In presence of:

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_

Name and Designation of the Officer \*

“\*Strike out which is not applicable.”

**FORM VAT – B 2**  
**SURETY BOND**  
[ see rule 70(1) (d)]

Know all men by these presents that I/We .....(full name).....(full address) ..... Tax Payer's Identification No. , (if any) am/are held and firmly bound to the Governor of Haryana (hereinafter referred to as "the Government" which expression shall, unless excluded by, or repugnant to, the context, include his successor-in-office and assigns) in the sum of Rs. ....(Rupees .....) hereinafter referred to "as the said sum" to be paid to the Government on demand, for which payment will 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 Taxing Authority .....(name of place) to furnish security for the said sum for proper use and custody of prescribed forms and for the purpose of securing the payment of any amount payable on account of tax, interest or penalty by him/them under the Haryana Value Added Tax Act, 2003 (hereinafter referred to as the Act), within the time provided and in the manner prescribed and to indemnify the Government against all losses, costs or expenses which the government may, in any way, suffer, sustain or pay by reasons of the omission, default or failure or insolvency of the above bounden or any person or persons acting under or for him/them to pay the said sum in the manner and by the time provided by or prescribed under the said Act and the rules.

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 other person acting under or for him/them pays the full amount due in the manner and within the period prescribed under the said Act and rules on demand by any authority appointed by the Government under section 55 of the said Act, such demand to be in writing and to be served upon the above bounden, his/their heirs, executors, administrators and legal representatives or any other person acting under or for him/them in the manner and within the period provided by or prescribed under the said Act and the rules made there under, and shall also at all times indemnify and save the Government from all and every loss, costs or expenses which have been or shall or may at any time or times hereafter during the period in which the above bounden is held liable to pay any sum due under the said Act, be caused by reason of any person acting under or for him/them, then this obligation shall be void and be of no effect, otherwise the same shall be and remain in full force and effect 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 thereunder, of the above bounden, this bond, shall remain with the aforesaid authority for recovering any sum that may be payable by the above bounden/or any loss, cost or expenses that may have been sustained, incurred on insolvency of the above bounden, his/their heirs, 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 or his/their liability under the said Act or the rules made thereunder.

Provided always that without prejudice to any other right or remedy for recovering any sum due under the Act or loss or damages as aforesaid, it shall be open to the Government to recover the amount payable under this bond as arrears of land revenue.

In witness whereof the said .....(full name) has hereunto set his/their hand(s) this .....day of .....  
Signed and delivered by the above named in the presence of witnesses.

Sign  
1.(Full Name) ..... Signature .....  
Status .....  
2.(Full Name) .....

We (1).....  
(2).....

(Name and full address of the sureties) hereby declare ourselves to be sureties for the above bounden and guarantee that he/they shall do and perform all that he/they has/have above undertaken to therein, we hereby bind ourselves jointly and severally to pay to the Government the sum of rupees.....(Rupees.....) in which the above bounden has bound himself or such other lesser sum as shall be deemed to be sufficient by the Taxing Authority to recover any sum 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 reasons 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 arrears of land revenue.

And we also agree that neither of us shall be at liberty to terminate this surety bond except upon giving to the assessing authority six calendar months notice in writing of our intention to do so, and our joint and several liability under this bond shall continue in respect of all acts, omissions, defaults, failure and insolvencies on the part of the bounden until the expiration of the said period of six months.

Signatures of the sureties in presence of witnesses

Names, complete addresses and signatures of witnesses

1. Signature.....  
(Full Name).....

1. Signature .....  
(Full Name) .....  
Permanent Address .....

2. Signature.....  
(Full Name).....

2. Signature .....  
(Full Name) .....  
Permanent Address .....

**FORM VAT – B3**

**Indemnity Bond**

[See rule 56(7) ]

Know all men by these presents that-

I/We, \_\_\_\_\_ S/o \_\_\_\_\_ registered dealer under the Haryana Value Added Tax Act, 2003, with Tax Payer's Identification No. \_\_\_\_\_, dated \_\_\_\_\_, in the District of \_\_\_\_\_.

We/M/s \_\_\_\_\_ A firm/Company registered under the laws of India and having its registered office at \_\_\_\_\_ are registered dealer under the Haryana Value Added Tax Act, 2003, with Tax Payer's Identification No. \_\_\_\_\_ in the District of \_\_\_\_\_

(hereinafter called the "obligor") is/are held firmly bound unto the Governor of Haryana (hereinafter called the "Government") in sum of Rupees \_\_\_\_\_ (in words) well and truly to be paid to the Government on demand and without demur for which payment to be well and truly made, I/We bind myself/ourselves and my/our heirs, executors, administrators, legal representatives and assignees, I/We bind myself/ourselves, our successors and assignees and the persons for the time being having control over my/our assets and affairs.

Signed this \_\_\_\_\_ day of \_\_\_\_\_ Two thousand \_\_\_\_\_

Whereas rule 56(7) of the Haryana Value Added Tax Rules, 2003, requires that in the event of unused or filled form of declaration is lost while it is in the custody of the dealer to whom it was issued (herein after referred to as "user dealer") or in custody of the dealer to whom it was sent or in transit, the user dealer to furnish an indemnity bond to the assessing authority from whom the said declaration was obtained.

And whereas the Obligor herein is such user-dealer.

And whereas the Obligor has lost the declaration in Form bearing No. \_\_\_\_\_ which was unused or filled and was issued to him by \_\_\_\_\_ ( name and designation of the authority)\*[ and was sent to \_\_\_\_\_ (selling / consignor dealer)]

And whereas the goods mentioned below were covered or intended to be covered by the declaration.

Sr. No. of Bill	Date	Description	Quantity of goods	Amount	No. of Invoice /Challan
-----------------	------	-------------	-------------------	--------	-------------------------

Now the condition of the above written bond of 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 purposes shall be final and binding on the Obligor) as a result of the misuse of the declaration, pay to the Government on demand and without demur the said sum of Rupees \_\_\_\_\_ (in words) and shall otherwise indemnify and keep the State Government harmless and indemnified against and from all liabilities incurred by the Sate Government as a result of the misuse of such declaration, then the above written bond or obligation shall be void and of 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 mortgaged/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 State Government or for any time being granted or indulgence shown by the State Government (or by reason of any change in the constitution of the Obligor in cases where the Obligor is not an individual).

The State 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 authorized 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 Governor of Haryana

In presence of:

1. \_\_\_\_\_

2. \_\_\_\_\_

Name and Designation of the Officer \*

“\*Strike out which is not applicable.”