

FORM XIII (B)
(See rule 2-A)
Security Bond

KNOW ALL MEN BY THESE PRESENTS THAT

I of Indian inhabitant carrying on business of

1 Added by G.N. No STR 1560/49-XIII, dated 5-8-1960

2. Substituted by G.N. No STA 1572/3101/72/M-2, dated 19-6-1974.

in the name and style of at/we and of Indian inhabitants carrying on business in partnership of in the form, name and style ofat / Ltd., company registered under the— Indian Companies Act, 1913 /The Companies Act, 1956, and having its registered office at (hereinafter referred to as “the Bounden”) is/are held and firmly bound unto the Governor of Maharashtra exercising the executive power of the Government of the State of Maharashtra (hereinafter referred to as “the Government”) in the sum of Rs. to be paid to the Government with interest thereon at the rate of per cent per annum from the date of demand till payment for which the payment will and truly to be made I/We bind myself/ourselves my/our respective heirs, executors, administrators and legal representatives/successor by these presents SIGNED SEALED this day of ,20

Whereas the Bounden has/have under the provisions of sub-section (2A)/(3-A) of section 7 of the Central Sales Tax Act, 1956 (hereinafter referred to as “the said Act”), been called upon the furnish security/additional security in the sum of Rs. or due payment by the Bounden from time to time of the tax payable by Bounden under the said Act and for proper custody and use by the Bounden of the forms referred to in clause (a) of the first proviso to sub-section (2) of section 6, sub-section (1), of section 6(A), clause (a) of sub-section (4) of section 8 of the said Act and for securing and indemnifying the Government of, from and against all loss, costs and expenses which the Government may in any way suffer, sustain or incur by reason of default on the part of the Bounden or on the part of any person or persons acting under him/them/it or for whom the Bounden may be responsible in duly discharging or carrying out his/their/its aforesaid obligation. And whereas in pursuance of the provisions of sub-rule 3 (iii) of rule 2-A of the Central Sales Tax (Bombay) Rules, 1973 (hereinafter referred to as “the said Rules”) the Bounden has/have agreed to furnish the aforesaid security by executing this personal security bond in the form prescribed by the said Rules, and furnishing two sureties.

NOW THIS BOND IS CONDITIONED TO BE VOID if (1) the Bounden duly pays the amount of tax payable by him/them/it from time to time under the said Act, (2) the Bounden at all times keeps in his/their/its proper custody the forms referred to in (i) clause (a) of the first proviso to sub-section (2) of section 6 of the said Act, (ii) sub-section (1) of section 6-A of the said Act and (iii) clause (a) of sub-section (4) of section 8 of the said Act and only use the said forms in the manner and under the circumstances prescribed by the said Act and by the said Rules and (3) the Bounden indemnifies the Government of, from and against all loss, damages, costs, charges and expenses which the Government may in any way suffer, sustain or incur by reasons of default on the part of the Bounden or on the part of any person or persons acting under him/them/it or for whom the Bounden may be

responsible in duly discharging or carrying out his/their/its aforesaid obligations.
Otherwise the same shall remain in full force and effect.

AND IT HEREBY AGREED AS FOLLOWS

1. In the event of the death/dissolution* of the Bounden or on the final cessation of liability of the Bounden under the said Act or otherwise this bond shall remain in force and effect for a period of months after the happening of the events aforesaid.

2. A Certificate signed by for and on behalf of the Government as to the amount of loss, damages, cost, charges and expenses, sustained or incurred by the Government as aforesaid shall be final and binding on the Bounden.

3. Without prejudice to any other rights and remedies of the Government for recovering the loss, damages, costs, charges and expenses sustained or incurred by the Government as aforesaid and payable by the Bounden, Government may recover the same from the Bounden as arrears of land revenues.

IN WITNESS WHEREOF Shri has/Shri
..... and Shri etc, have hereto set his/their
respective hand/hands/the

common seal of ... Company has been hereto affixed
the day and year hereinabove written.

SIGNED AND DELIVERED by
The within named Bounden in the
presence of Shri and
Shri etc.

* Strike out what is not applicable.

THE COMMON SEAL OF THE
..... Limited was

Pursuant to the resolution of the Boards of Directors of the said Company passed in its meeting duly convened and held on the day of 20 hereto affixed in the presents of-

1. 2.

One/two of the Directors of the said Company who in token thereof has/have set his hand/their respective hands in the presence of

1.
2.

SURETY BOND

We, (1) Shri (2) Shri hereby declare ourselves sureties for Shri Shri etc. (hereinafter referred to as "the Bounden") and do hereby guarantee the Bounden shall do and perform all that he has/they have/it has above under taken to do and perform under the personal bond dated the day of 20and in the event of his/their/its making default therein, we do hereby jointly and each of use severally bind ourselves, ourselves, our respective heirs, executors and administrators to pay to the Governor of Maharashtra (hereinafter referred to as "the Government") the sum of Rupees in which the Bounden has/have bound himself/themselves/itself or such other lesser sum as shall be deemed to be sufficient by Commissioner of Sales Tax, or an officer duly authorised by him in this behalf to cover any loss or damage which the Government may sustain by reason of such default.

And we hereby further agree that the Government may, without prejudice to any other rights or remedies of the Government, recover from either of us the said sum as an arrears of land revenue and we do hereby further agree that neither of us shall be at liberty to terminate his surety ship except upon giving to the said Commissioner of Sales Tax six calendar months notice in writing of his intention so to do and our joint and several liability under this bond shall continue in respect of all acts, defaults and insolvencies on the part of the Bounden until the expiration of the said period of six months.

And we do hereby further agree that any forbearance in enforcement of the said Bond or any other indulgence granted to the bounden or any variation of the terms of this said Bond or any time given to the Bounden or any other Conditions or circumstances under which in law a surety would be discharged will not discharge us from our liability to pay the said sum and for the purpose of enforcement of this Bond our liability under this Bond will be as principal debtor and that it will not be necessary for the Government to sue the Bounden before suing us.

Dated thisday of 20

signed by-

- 1. Shri
- 2. Shri
(Signature).

Above named sureties in the presence of-

- 1. Shri
- 2. Shri

(Signature)]