

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