

**THE KERALA VALUE ADDED TAX RULES, 2005**

**FORM NO.6**

**SECURITY BOND**

[See Rule 19 (2) & 67(4) }

KNOW all men by these presents that I /We..... (full name) .....  
..... (full addresss with telephone ,TIN etc.,) am/are held and firmly bound  
unto the governor of Kerala exercising the executive power of the government of the state of Kerala (hereinafter referred  
to as "which expression shall ,unless excluded by or repugnant to the context , include his successors-in, office and  
assigns including any authority appointed under section 3 of the KERALA VALUE ADDED TAX ACT,2003)in the sum of  
rupees(amount in figures and followed by amount in words) (hereinafter referred to as 'the said sum') to be paid to the  
Government on demand , for which payment well 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 Commercial Tax Officer/Assistant Commissioner/  
Deputy Commissioner to furnish security for the said sum for the purpose of securing the proper payment of the tax  
payable by him/them under the said Act and indemnifying the Government against all loss, costs or expenses which the  
Government may, in any way, suffer, sustain or pay by reason of the omission, default or failure of the above bounded or  
any person or persons acting under or for him/them topay such tax in the manner and by the time provided by the  
prescribed under the said Act.

NOW the condition of the above written bond is such that if the abovebounden, his/their heirs, executors,  
administrators and legal representatives or any person acting under or for him/them pays the full amount of tax payable by  
him under the said Act in the manner and by the time provided by or prescribed under the said Act on demand by any  
authority appointed by the government under Section 3 of the said Act, such demand tobe in writing and to be served  
upon the above bounded, his/their heirs, executors, administrators and legal representatives or any person acting under  
or for him/then in the manner provided by or prescribed under the said Act, and shall also at all times indemnifying and  
save harmless the Government from all and every loss, cost or expenses which has been or shall or may at anytime or  
times hereafter during the period in which the above bounded is held liable to pay the tax under the said Act, be caused  
by reason of any act, omission, default failure or insolvency of the above bounded or of any person or persons acting  
under or for him /them, then this obligation shall be void and of no effect, otherwise the same shall be and remain in full  
force.

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 prescribed thereunder of the above bounden, this bond shall  
remain with the assessing authority for twelve years from the occurring of any of the events aforesaid for recovering any  
tax that may be ayable by the above bounden or any loss, cost or expenses that may have been sustained, incurred or  
paid by the Government owing to the act, omission.

Default, failure or insolvency of the above bounden or any person or persons acting under or for him /them or the  
above bounden's heirs, executors, administrators and legal representatives and which may not have been discovered  
until after the above bounded's death/partition disruption/dissolution/winding up or final cessations of his/their liability  
under the said Act or the Rules prescribed thereunder.

PROVIDED ALWAYS that without prejudice to any other right or remedy for recovering the tax, loss or damage as  
aforesaid it shall be open to the Government to recover the amount payable under this bond as an arrear of land revenue  
or fine imposed by a magistrate.

IN WITNESS WHEREOF THE SAID..... (full name) has hereunto set his  
hand this.....day of ..... SIGNED AND DELIVERED by..... the  
above named in the presence of .....

Signature.....

Status .....

1. ....

2. ....

We.....hereby declare that we are solvent to the extend of Rs..... (in words.....) and ourselves sureties for the above bounden and guarantee that he/they shall do and perform all that he/they, has /have-above undertaken to do and perform, and in case of his/their omission, default or failure therein, we hereby bind ourselves jointly and severally to forfeit to the Governor of Kerala exercising the executive power of the Government of the State of Kerala (hereinafter referred to as 'the Government', which expression shall, unless excluded by or repugnant to the context, include his successors-in-office and assigns including any authority appointed under section 3 of the Kerala Value Added Tax Act, 2003 the sum of rupees..... (amount in figures followed by amount in words) (hereinafter referred to as 'the said sum"), in which the above bounden has bound himself or such other lesser sum as shall be deemed to be sufficient by the assessing authority to recover any amount of tax 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 reason 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 an arrear of land revenue and/or fine imposed by a magistrate; AND we agree that neither of us shall be at liberty to terminate this surety ship except upon giving to the assessing authority six calendar month's notice in writing of his intension so to do, and our joint and several liability under the this bond shall continue in respect of all acts, omissions, defaults, failure and insolvencies on the part of the abovebounden until the expiration of the said period of six months.

Signature of sureties in presence of:

1. Signature
2. Permanent address .....

In presence of.

1. Signature
2. Permanent address .....

1	2	3	4	5	6	7	8	9
Sl. No.	Name	Age and Date of Birth	Permanent and Present Residential Address in use	Details of Pan, Passport, Electoral Identity Card etc	Details of Bank Account	Details of Immovable property owned with Sy. No.	Signature	Signature attestation by Notary Public

Note: Solvency Certificate in respect of sureties to be attached.