

Form VAT - 64
(See Rule 26 (4) and 77))

Surety Bond

1. KNOW ALL MEN by these presents that I/we..... (name) S/o (in case of individual)..... aged(in case of individual (status) of M/s(Address), am/are held and firmly bound unto the Governor of Rajasthan exercising the executive power of the Government of the State of Rajasthan (hereinafter referred to as the "Government"), which expression shall unless excluded by or repaginate to the context, include his successors in office and assigns including any officer appointed or holding office under the Rajasthan VAT Act, 2003 in the sum of rupees(amount in figures)..... (Amount in words) hereinafter referred to as " the said sum" to be paid to the Government or any of its officer on demand, for which payment well and truly to be made, I/we bind myself /ourselves made my/our heirs, executors administrators and legal representatives by these presents.
2. (i) Whereas the above bounden has been required under the Act by the Assistant Commissioner/Commercial Taxes Officer/Assistant Commercial Taxes Officer to furnish security/additional security for the said sum for the purpose of securing timely payment of the amount of any tax or other sum payable under the act by him /them/ and / or for the save custody and proper use of declaration forms supplied under the Act and the Rules made their under to him/them and for indemnifying the Government against all losses, 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 bounden or any person acting under or for him/them to pay such tax or sum in the manner and by the time provided by or prescribed under/ the said act;

or

(ii) Whereas the above bounden on application under the Act to or the Commissioner/ Additional Commissioner, Commercial Taxes or Deputy Commissioner (Administration)/ (Appeals), Commercial Taxes, having jurisdiction, to stay the recovery of demand or to allow installments, has been called upon to execute a bond with two sureties in favour of the Government in the above mentioned sum of Rs.(in figures.....(in words) for ensuring the due discharge by the said bounden of the liabilities under the provisions of the Act. and the rules made thereunder and in accordance with the orders passed and the directions given by the Competent Authority and for indemnifying the Government against all losses, costs or expenses which the Government may in any way suffer, sustain or pay, by reason of the default or failure in due discharge of liabilities under the Act or the rules , of the said bounden , or any person acting under him/them or for whom he may be responsible;

or

(iii) Whereas in pursuance of the order of(designation) to release the seized goods / vehicle /accounts..... (in case of goods, description of goods with weight and value /in case of vehicle decription of vehicle including registration number /in case of accounts, description of account) the above bounden has been called upon to execute a bond with two sureties in favour of the Government in the above mentioned sum of Rs. (in figures) (in words) for ensuring compliance by the said bounden of the directions given from time to time in this behalf and for indemnifying the Government against all losses, costs or expenses which the Government may in any way suffer, sustain or pay, by reason of the default or failure in compliance of the directions given of the said bounden or any person acting under him/them, or for whom he may be responsible;

or

(iv)

.....

3. Now the condition of the above written bond is such that if the said bounden, his/their heirs, executors or administrators or legal representatives or any person acting under or for him/them pays the full amount of tax, demand or other sum payable by him/them under the Act or the rules or discharges the liabilities undertaken by him/them or attributable to him/them, or carries out the orders and complies with the directions given to him/them/this obligation shall be void and of no effect, otherwise the same shall be and remain in force;
4. And is hereby further agreed that in the event of death of the said bounden or on the final cessation of his liability this bond shall remain with the authority before whom it is executed for a period of twelve years from the date of the occurring of any of the events aforesaid for recovering any tax, demand or other sum payable by the above bounden for any loss, costs 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;
5. Provided always that without prejudice to any other right or remedies for recovering the tax, demand or other sum or loss costs or expenses as aforesaid, it shall be open to the Government or any of its officers to recover the amount payable under this bond as an arrear of land revenue.
6. In witness whereof the said bounden has hereunto set his and thisday of20.....

Signed by the above bounden

(Signature and status)

In the presence of _

1.

2.

7. We,and.....hereby declare ourselves sureties for the above said boundenand 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 making default therein, we hereby bind ourselves jointly and severally to forfeit to the Governor of the State of Rajasthan (hereinafter referred to as the "Government") the sum of Rs. (in figures)(in words) in which the above bounden has/have bound himself/themselves or such other lesser sum as shall be deemed to be sufficient by the Commissioner, Commercial Taxes, Rajasthan or the authority or officer before whom this security bond is furnished to recover any tax, demand or other sum payable by the above bounden and also to recover any loss, costs or expenses, which the Government may sustain, incur or pay by any omission, default or failure on the part of the said bounden or any other person acting under for him/them.
8. And we agree that the authorities mentioned in the preceding para may, without prejudice to any other rights or remedies, recover the said sum from us, jointly and severally, as an arrear of land revenue.

Names and addresses of the sureties

Details of immovable properties of sureties

1.....

1.....

2.....

2.....

9. And we also agree that neither of us shall be at liberty to terminate this suretyship except upon giving to the authorities or officers concerned six calendar months notice in writing of our intention so to do, and our joint and several liability under this bond shall continue in respect of all acts, omissions, defaults, failures and insolvency on the part of the above bounden until the expiration of the said period of six months.

In the presence of the witness.

1.

1.

2.

2.

(Signature of the Sureties)

Note.

1. In para 2, the eventualities, which are not applicable should be struck and initialed by the executer.