

## Central Surety Bond

KNOW ALL MEN BY THESE PRESENTS THAT WE

M/s

hereinafter called 'THE DEALER' and

(2)

(hereinafter called "the Surety") are held and fully and firmly bound unto the present of India (hereinafter called the Government' which expression shall include his successors and assigns) in the sum of Rs.

to the payment of which amount well and truly to be made, we jointly and severally bind ourselves our respective heirs, executors, administrators legal representatives and assign by these present.

WHEREAS the above bound DEALER has made an application in form 'A of the (Central Sales Tax Registration & Turnover ) Rules 1957, (hereinafter referred to as "the said Rule" which expression shall include the amendments thereof made from time to time) for grant of Registration Certificate under sub-section (1) and or (2) of section 7 of the Central Sales Tax Act 1956 (hereinafter referred to as 'the act', which expression shall include always amendments thereof made from time to time) and has agreed to abide by the condition under which a certificate of registration is given to him.

AND WHEREAS the dealer has in pursuance of sub-section (2A) or (3A) of Section 7 of the Act agree to furnish securing in the form of a bond with one surety in favour of the Government in the above sum of Rs. for the due discharge by the dealer of the dealer Central Sales Tax liabilities under the Act and for the purpose of securing and identifying and Government against all loss, costs and expenses which the Govt. may in any way, suffer; sustain or pay, by reasons of the default or failure in due- discharge of liability under the Act of the deals or any person or persons action under him or from whom it may be responsible.

Now the condition of the above written bonds are such that if the dealer has, he has held the certificate or registration issue under the said Act, always duly discharge the liability under the Act and if the dealership heirs, his executors, administrators shall pay or cause to be paid into the prescribed time after such amount shall have been demanded from the dealer by the Commissioner, such demand to be in writing and served upon the dealer by the Commissioner the manner prescribed under the Act or rules made there under and shall at all times indemnifying and have harmless the Govt. from all every loss, costs or expenses which has been or shall or may at any time or times hereafter during the period in which the dealer is held liable to pay in under the said Act, by reasons or any act or insolvency of the dealer or person action under him from whom he may be responsible

then this obligation shall be void and if no effect otherwise the same shall be and remain in full force. AND it is hereby agreed that in the event of death or dissolution or insolvency or partitions winding up, as the case may be, of the dealer or into the final cessation of the liability of the dealer under the Act otherwise this bond shall remain in full force with the Commissioner for recoveries of any tax payable under the Act, loss, costs or expenses that may have been sustained incurred or paid by the Govt. owing to the act or default of the dealer or any such other person or persons action as aforesaid and which may not have been discovered until after his death or dissolution, partition or winding up as the case may be of the dealer cession of his liabilities under the Act.

PROVIDED that the return of any time of the above written bond to the dealer shall not be deemed to affect or prejudice the right of the Govt. to take proceeding upon or under this bond against the dealer or the surety or against their respective heirs, executors, administrators on legal representative after his death in case any of the said bond and the responsibility to the dealer or the surety or their respective heir, executors administrators or legal representative after his death in case any breach of condition of this bond be discovered after the return of the said bond and the responsibility to the dealer or the surety of their respective heirs estates as the case may be shall at all times.

AND it is agreed that his liability including that of heirs, executors administrators and legal representative under these presents, herein contained shall remain in full force and effects unless any amount due by the dealer the Govt. under the Act, or under these present remain unpaid. AND it is further agreed that the Govt. shall have the fullest liberty without impairing or effecting the liability of the surety including that of his heirs, executors, administrators or legal representatives to postpone for any time and from time to time any of the powers exercisable by it against the dealer either under these presents or otherwise under the Act and either in force or Forcer any of the terms and conditions herein contained and the surely or his heirs, executors, administrators or legal representatives shall not be released from his liability by way or exercise by the Govt. of liberty without reference to the matter aforesaid or by reasons of time being given to the dealer or any other forbearance or act or omission on the part of the Govt. or indulgence by the Govt. to the dealer omission un the part of the Govt. or any other matter or thing what soever which under the law relating to the securities but for this provision would have effect of relating the surety from his liability.

AND it is further agreed that the surety shall not be at liberty to terminate this surety ship. except upon giving the Commissioner Twelve Calendar months notice in writing of his intention to do so and liability under this bond shall continue in respect of an Acts,

defaults and insolvencies on the dealer until the expiration of the said period of twelve months.

It is hereby agreed that the stamp duty on these presents shall be borne by the Govt.

IN WITNESS whereof the parties hereby have executed these presents, this,  
SIGNED AND DELIVERED BY THE WITHIN

NAMED DEALER IN THE PRESENCE OF:

(i)

SIGNATURE OF

DEALER:

STATUS:

(ii)

SIGNED AND DELIVERED BY THE WITHIN

NAMED SURETY IN THE PRESENCE OF:

(i)

SIGNATURE OF  
SURETY

(ii)

signed and accepted by the sales-tax officer, Ward no.... ..  
Sales-tax Department Delhi Administration for and on behalf of the president of India in  
the presence of:

(i)

NAME AND

(ii)

DESIGNATION:

for & on behalf of the President of India