

FORM VAT-37

[See rule 63]

PERSONAL / SURETY BOND

to be executed by the owner / consignor / consignee of the goods registered under the Punjab Value Added Tax Act, 2005.

BEFORE THE OFFICER INCHARGE OF THE ICC OR CHECK POST OR
ANY OTHER OFFICER

No.

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| |
|--|

 Of 20

(Respondent)
(Petitioner)

Versus

THE STATE OF PUNJAB

DECLARATION OF OWNERSHIP

Certified that, I, _____, Proprietor/Partner/ Managing Director of M/s _____ (address) _____ holding VRN No. _____ am the owner of goods under transportation in the vehicle No. _____ covered by Bill/Cash Memo/ Delivery Note Number _____ dated _____ for Rs. _____ issued by self / _____ against G.R No. _____ dated _____ (Transport Company) / Serial No. _____ dated _____ of the log book.

Signature _____

Name _____

Stauts _____

PERSONAL BOND

KNOWN all men by these presents that I/We _____ (full name) _____ (full address) _____ with VAT No. if any am/are held and firmly bound to the Governor of Punjab (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. _____ (amount in figures and followed by amount in words), (hereinafter referred to as 'the said sum'), to be paid to the Government as demanded, 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 officer Incharge, Sales Tax Check Post / ICC _____ Taxation Officer _____ in writing to furnish security for the said sum for the purpose of securing the proper payment of the tax/penalty payable by him/them under the PUNJAB VALUE ADDED TAX ACT, 2005(hereinafter referred to as 'the said Act') and indemnifying the Government against all loss, cost or expenses which the Government may in any way, suffer sustain or pay by reason of omission, default or failure or insolvency of the above bounden or any person or persons acting under or for him/them to pay such tax/penalty in the manner and by the time provided by or prescribed under the said Act.

Now the condition of the above written bond is that if the above bounden, his/their, executors, administrators and legal representatives or any person acting under or for him/them, pays/pay the full amount of tax/penalty payable by him/them under the said Act, in the manner and by the time provided by or prescribed under the said Act on demand by any person appointed by the Government under section ___ of the said Act, such demand to be in writing and to be served upon the above bounden persons his/their heirs, executors, administrators and legal representatives or any person or persons acting under or for him/them in the manner provided by or prescribed under the said Act, shall also at times indemnifying and save harmless the Government from all and every loss, cost or expenses which has been or shall or may at any time or times hereafter during the period in which the above bounden in held liable to pay tax/penalty under the said Act, because by reason of any act, omission, default, failure or insolvency of the above bounden 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 framed thereunder of the above-bounden, this bond shall remain with the officer incharge. Check Post/ ICC / Taxation Officer.

_____ for one year from the occurring of any of the events aforesaid for recovering any tax/penalty that may be payable 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 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 bounden's death/partition/disruption/dissolution/winding up of final cessation of his/their liability under the said Act or the rules framed thereunder.

PROVIDED always that without prejudice to any other right or remedy for recovering the tax/penalty, loss or damage as aforesaid, it shall be open to the government to recover the amount payable under this bond as arrears of land revenue or final imposed by an authority under the said Act.

In witness where of the said _____ (full name) has hereunto set his hand this _____ day of _____ signed and delivered _____ by the above named in the presence of _____

Witness:

- | | | |
|----|-------|----------------|
| 1. | _____ | Signature_____ |
| 2. | _____ | Name (_____) |
| | | Status_____ |

SURETY BOND

We, (1) _____
(2) _____

(Name and full address of the sureties) hereby declare ourselves sureties for the above bounded and guarantee that he/they shall do and perform, all that he/they, has/have above under-taken 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 Punjab (here-in-after referred as 'the Government', which expression shall unless excluded by or repugnant to the context, includes his successor-in-office and assigns) 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 officer Incharge, Check Post/ICC/Excise and Taxation Officer in writing to recover any amount of tax/penalty payable by the above bounden and remaining unpaid and also to recover any loss, damages, cost or expenses, which the Government may sustain, incur or pay by reason of such omission, default or failure.

AND we also agree that neither of us shall be at liberty to terminate this surety ship except upon giving to the officer incharge, Check Post / ICC / Excise and Taxation Officer six calendar month's 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, omissions, default, failures and insolvencies on the part of the above bounden until the expiration of the said period of six months.

Sureties

- | | | | |
|---|-----------------------------------|----|------------------------------|
| 1 | (i) Signature_____ | 1. | (i) Signature_____ |
| | (ii) Name_____ | | (ii) Name_____ |
| | (iii) Prop/Partner/MD or M/s_____ | | (iii) Complete Address _____ |
| | (iv) VRN_____ | 2. | (i) Signature_____ |
| | (v) Place_____ | | (ii) Name_____ |
| | (vi) District _____ | | (iii) Complete Address _____ |
| 2 | (i) Signature_____ | 1. | (i) Signature_____ |
| | (ii) Name_____ | | (ii) Name_____ |
| | (iii) Prop/Partner/MD or M/s_____ | | (iii) Complete Address _____ |
| | (iv) VRN_____ | 2. | (i) Signature_____ |
| | (v) Place_____ | | (ii) Name_____ |
| | (vi) District _____ | | (iii) Complete Address _____ |

Serial No.

Dated

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|--|--|---|--|--|---|---|---|--|--|
| | | / | | | / | 2 | 0 | | |
|--|--|---|--|--|---|---|---|--|--|

Certified that Shri _____ is Prop./Partner/Managing Director M/s _____ and the latter is a bona-fide person registered under the Punjab Value Added Tax Act, 2005 in district _____ Further Certified that both the sureties, aforesaid, are solvent and also are registered in district _____ under the Punjab Value Added Tax Act, 2005.

Signature _____
Name _____
(Designated Officer)
Place _____
District _____

