

## **THE CENTRAL SALES TAX (ASSAM) RULES, 1957.**

### **<sup>34</sup>FORM X Security Bond (See rule 3)**

Know all men by these presents that I.....(full name) of,.....(full address) am held and firmly bound into the Governor of Assam, exercising the executive power of the Government of the State of Assam (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 Assam Value Added Tax Act, 2003(Assam Act No. VIII of 2005) 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 bind myself, my heirs, executors, administrators and legal representatives by these presents :

Whereas the above bounden has made as application under section 7 of Central Sales Tax Act, 1956 (herein after referred to as "the Act"), for registration under the Act:

Whereas the above bounden has been registered under section 7 of the Central Sales Tax Act, 1956(hereinafter referred to as "the Act"), with the Superintendent of Taxes..... and holds a certificate of registration bearing the number.....under the Act, the said certificate; being still in force :

Whereas the above bounden is required by section 6/6A/8 of the Central Sales Tax Act, 1956 (hereinafter referred to as "the Act"), to obtain from the Superintendent of Taxes,.....certain forms (hereinafter referred to as "the said forms") for use for the purpose of certain concessions with regard to tax payable under the Act:

And whereas the above bounden has been required by the Superintendent of Taxes, .....to furnish security for the said sum for the purpose of securing the proper realisation of the tax payable under the Act/the proper custody and use of the said forms, 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 bounden or any person or persons acting under or for him to pay such tax in the manner and by the time provided by or prescribed under the Act to keep in proper custody and make proper use of the said Forms :

Now the condition of the above written bond is such that if the above bounden, his heirs, executors, administrators and legal representatives or any person acting under or for him pays the full amount of tax payable by him under the Act in the manner and by the time provided by or prescribed under the Act on demand by any authority prescribed in or under the Act, such demand to be in writing and to be served upon the above bounden, his heirs, executors, administrators and legal representatives or any person acting under or for him in the manner provided by or prescribed under the Act and shall also at all times indemnify 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 is held liable to pay tax under the Act. Until such time as the above bounden render to the Superintendent of Taxes..... a satisfactory account of the use or as the case may be, of the surrender of the said forms in accordance with the provisions of the Act and the rules thereunder be caused by reasons of any act, omission, default, failure or insolvency of the above bounden or of any person or persons acting under or for him, 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, the establishment of the intended business to which the said Forms relate and registration of the business so established under the said Act of the above bounden, this bond shall remain with the Superintendent of Taxes, .....or any officer duly authorised by him in this behalf for twelve years from the occurring of any of the events aforesaid for recovering any tax 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 or any person or persons acting under or for him 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 or final cessation of his liability under the Act or the Rules prescribed thereunder the establishment of the intended business and registration thereof under the said Act:

*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.

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.

I.....hereby declare myself surety for the above bounden and guarantee that he shall do and perform all that he has above undertaken to do and perform, and in case of his omission, default or failure therein I hereby bind myself to forfeit unto the Governor of Assam exercising the executive power of the Government of the State of Assam (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 Superintendent of Taxes,.....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.

An I agree that the Government may, without prejudice to any other rights or remedies of (he Government, recover the said sum from me as an arrear of land revenue.

And I a ho agree that I shall not be at liberty to terminate this suretyship except upon giving to the Superintendent of Taxes.....six calendar months' notice in writing of my intention so to do and my liability under this bond shall continue in respect of all! acts, omissions, defaults, failure and insolvencies on the part of the above bounden until the expiration of said period of six months.

In the presence of—

Signature of surety. ....

(1).....

Signature.....

Date.....

(2).....

Permanent address.....