

Form - 6
(See rule on 12)
Security Bond

KNOW all men by these presents that I.A.B. ofam held and firmly bound upto the Governor of Gujarat exercising the executive power of the Government of the State of Gujarat (hereinafter referred to as "the Government" which expression shall, unless excluded by or repugnant to the the context, include his successors In office and assignee) in the sum of rupeesto be paid to the Government for which payment well and truly to be made; I and myself, my heirs, executors, administrators and legal representatives by the presents.

Whereas the above bounden A.B. has made in appeal under section 13 of the Gujarat Sales Tax Act, on Entry of specified goods into local Areas Act, 2001.

And whereas the said A.B. has in pursuance of sub-section (3) of section 13 of the said Act, has been called upon to execute a bond with a surety in favour of the Government in the above mentioned sum of Rupeesfor the due discharge by the said A.B. of the liabilities Government against all loss, 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 said Act, of the said A.B. or of any person or persons acting under him or for whom he may be responsible.

Now the condition of the above written bond is such that if the said A. B. has always duly discharged the liabilities under the said Act, and if the said A.B. his heirs, executors or administrators, shall pay or cause to be paid upto the Government the amount due from him under the provision of the said Act within the prescribed time after such amount shall have been demanded from the said A. B. by the commissioner of Sales Tax, Ahmedabad or by any officer to whom the powers of the Commissioner of Entry Tax In this respect have been delegated such demand to be in writing and served upon the said A.B. In the manner prescribed under the said Act or rules made there under shall also at all times indemnify and save harmless the Government from all and every loss, costs or expenses which has been or, shall or may at any time every loss, costs or expenses which has been or shall or may at anytimes or time hereafter during the period in which the said A.B. is held liable to pay tax under the said Act by reason of any act or Insolvency period In which the said A.B. any persons or persons acting under him or for whom he may be responsible, 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 of the said A.B. or on the final cessation of the liability of the said A.B. under the said Act, or otherwise, this bond shall remain with the Commissioner of Entry of Sales Tax, Ahmedabad or an officer duly authorised by him in this behalf formonths for recovering any loss, costs or expenses that may have been sustained incurred or paid by the Government owing to the Act, or

default of the said A.B. or any such other person or persons as aforesaid and which may not have been discovered until after his death or the cessation of the said A.B. under the said Act;

Provided always that without prejudice to any other rights or remedies for recovering the loss of damage aforesaid it shall be open of the Government to recover the amount payable under this bond as an arrear of land revenue.

In witness where of the said A.B. has hereupto set his hand thisday of19

Signed and delivered by the

Above named A.B. in the presence of :

1. (Name of witness) -----
(Address) -----
(Signature) -----
(Name of witness) -----
(Address) -----
(Signature of the appellat)

I hereby declare myself surely of the abovesaid A.B. and guarantee that he shall do and perform all that he has above undertaken to do and perform in case of this making default threin, I hereby bind myself to forfeit to the Governor of exereising the executive power of the Government of the State of Gujarat (hereafter refered to as Gujarat "Government") the sum of rupeesin which the abovesaid A.B. has bound himself, or such other lesser sum as shall be demand to be safficient by the Commisionr of Entry Sales Tax, Ahmedabad or an office duly authorised by him in this behalf in cover any loss or damage which the Governor may sustain by reason of such default.

And I agree that the Government may without prejudice to any other rights of remedies of the Government, recover the said as area of land revenue.

And I also agree that I shall not be at liberty terminate my sueretyship except upon giving to the said Commisisoner of Entry Sales Tax, Ahmedabad Six calendar months notice in writting of his intention so to, do any my liability under this bond shall continue in respect of all acts, default and inssolveneles on the part of the said A. B. until the expiration of the said period of six months.

Date this day of 19

1. (Name of witness) -----
(Address) -----
(Signature) -----
 2. (Name of witness) -----
(Signature) -----
(Address) -----
- (Signatuer of the surety)