

FORM L.T. (DP)-IV

SURETY BOND

[See para 6(2)]

Known all men by these presents that I/we

..... (full Name)

..... (full address)

with Registration Certificate No. if any), am/are held and firmly bound upto the Governor of Himachal Pradesh (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 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 will 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 Excise and Taxation Commissioner, Himachal Pradesh, or the officer authorised by him in this behalf in writing to furnish security for the said sum for the purpose of securing the proper deferred payment of the amount of luxury tax payable by him/them under the Himachal Pradesh Tax on Luxuries (in Hotels and Lodging Houses) Act, 1979 (hereinafter referred to as 'the said Act') and the rules framed thereunder and the Himachal Pradesh Tax on Luxuries (in Hotels

and Lodging Houses) (Deferred Payment of Luxury Tax), Scheme, 1996 framed thereunder and indemnifying the Government against all loss, costs or expenses which the Government may, if any way, suffer, sustain or pay, by reasons 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 in the manner and by the time provided by or prescribed under the said Act.

Now the condition of the above written bond is such that if the above bounden, his/their heirs, executors, administrators and legal representatives or any person acting under or for him/them pays the full amount of tax payable by him under the said Act in the manner and by the time provided by or prescribed under the said Act on demand by any authority appointed by Government under section 3 of the said Act such demand to be in writing and to be served upon the above bounden person, his/their heirs, executors administrators and legal representatives or any person acting under or for him/them in the manner provided by or prescribed under the said Act, and shall also at all 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 is held liable to pay the amount of deferred luxury tax under the said Act, 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/them, then this obligation shall be void and of no effect. otherwise the same shall be and remain in full force, effect and it is hereby further agreed that in the event of the death/partition/disruption/dissolution/winding-up or final cessation of the liability, under the Act or the rules prescribed thereunder of the above bounden, this bond shall remain with the Assessing Authority for twelve years from the occurring of any of the events aforesaid for recovering any deferred payment of luxury 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/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 or final cessation of his/their liability under the said Act or the rules prescribed thereunder:

Provided always that without prejudice to any other right or remedy for covering the tax. loss or damage as aforesaid, it shall be open to the Government to recover the amount payable under this bond as an arrears of land revenue or fine imposed by any authority under the said Act.

In witness whereof the said
(full name) has here unto set his hand this
day of signed and delivered by
the above named in the presence of

Witnesses:

- 1. Signature
- 2. Status

We, (1)

(2)

(Name and full address of the sureties) hereby declare ourselves sureties for the above bounden and 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 omission, default or failure therein, we hereby bind ourselves, jointly and severally to forfeit to the Government of Himachal Pradesh (hereinafter referred to as "the Government") which expression shall unless excluded by or repugnant to the context, include his successor-in-office and assigns a sum of rupees..... (amount in figures followed by amount in words) hereafter 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 Assessing Authority to recover any amount of tax payable by the above bounden and remaining unpaid and also to recover any loss, damages, cost of expenses, which the Government may sustain, incur or pay by reasons of such omission, default or failure.

And we agree that the Government may without prejudice to any other rights or remedies of the Government, recover the said sum from us, jointly and severally, as an arrear of land revenue under/or fine imposed by a Magistrate.

And we also agree that neither of us shall be at liberty to terminate this suretyship except upon giving to the Assessing Authority 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, omission, defaults, failure and insolvencies on the part of the above bounden until the expiration of the said period of six months.

Signature of sureties in presence of witnesses:

1. (Name and complete address of the witnesses).
2. Signature
(Permanent Address)