

Form B-II
Indemnity Bond under the Bihar Value Added Tax Rules, 2005
[See rule 41(9) and 51]

Know all men by these presents that, I/We* (full name)
Son of (full name), resident of
..... (full address) bearing Taxpayer Identification
Number am/are* held and firmly bound up to the Governor of Bihar exercising
the executive power of the Government of the State of Bihar (herein-after 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 10 of the
Bihar Value Added Tax Ordinance, 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 will and truly to be made, I/We* bind myself/ourselves*, my/our* heirs, executors,
administrators and legal representative by these presents;

WHEREAS sub-rule (9) of rule 41 of the Bihar Value Added Tax Rules, 2005, requires
that in the event of a blank or duly completed form of declaration is lost while it is in custody of
the Consignor or the Consignee or in transit the dealer in respect of whom such form has been
authenticated to furnish an indemnity bond, to the authority from whom such Form was obtained.

AND WHEREAS the above bounden herein is such dealer in respect of whom such form
has been authenticated.

AND WHEREAS the declaration in Form D-IX (hereinafter referred to as the “Form”) bearing No. which was blank/*duly completed, and was authenticated in his respect by (name and designation of the authority) and was in his custody/sent to/was in transit to in respect of the goods mentioned below:

SL No.	No. of Bill Invoice/ Challan	Date	Description of Goods	Quantity	Amount
1.	..				
2.	..				

WHEREAS in course of an inspection of the place of business godown/warehouse/vehicle/vessel/goods carrier belonging to or under the control of/under the charge of above bounden by an authority appointed under section 10 of the Ordinance, goods are found for which the above bounden is not in a position to produce satisfactory accounts forthwith;

* *Strike out which is not applicable.*

AND WHEREAS the above bounden has been required by the of Commercial Taxes Circle to furnish security for the said sum for the purpose of production of accounts in respect of goods found securing the proper payment of the tax payable by him/them under the said Ordinance and in 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 his/them to produce proper accounts in respect of goods found;

And it is hereby also agreed that in the event of failure of the above bounden to produce proper accounts in respect of the goods found in the place of business/godown/warehouse/ vehicle/vessel/goods carrier belonging to/under the control of/under the charge of the said bounden within days from the date of such inspection this bond shall be used by the authority prescribed in rule 62 recovering the said sum;

Now the condition of the above written bond is such that the above bounden shall in the event of a loss suffered by the Government (in respect of which the decision of the Government or the authority appointed for the purpose shall be final and binding on the above bounden) as a result of the misuse of the Form/ the failure of the above bounden to produce proper accounts in respect of the goods found in the place of business/godown/ warehouse/vehicle/vessel/goods carrier belonging to/under the control of/under the charge of the said bounden, pay to the Government on demand and without demur the said sum of Rs. [Rupees (in words)] and shall otherwise indemnify and keep the Government harmless and indemnified against and form all liabilities incurred by the Government as a result of the misuse of such form/failure of the above bounden to produce proper accounts in respect of the goods found in the place of business/godown/ warehouse/ vehicle/vessel/goods carrier belonging to/under the control of/under the charge of the said bounden.

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 (1) (2)

Status

We 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 Governor of Bihar exercising the
