

**FORM ST. XXVIII**  
**SURETY BOND**



(See rule 4-A of the Punjab General Sales Tax Rules, 1949)

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 up to the Governor of Punjab (hereinafter referred to as 'the Govern-  
ment' which expression shall, unless excluded by or repugnant to the context, include his successors-  
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 on  
demand, 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-bounded has been required by Excise and Taxation Commissioner, Punjab,  
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 payment of the tax payable by him/them under the Punjab General  
Sales Tax Act, 1948 (hereinafter referred to as 'the said Act') and indemnifying the Government  
against all loss, costs or expenses which the Government may, in any way, suffer, sustain or pay, by  
reasons of omission, default or failure or insolvency of the above-bounded 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 bounded, his/their  
heirs, executors, administrators and legal representatives of 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-bounded  
person, his/their heirs, executors, administrators and legal representatives of 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-bounded is  
held liable to pay the tax under the said Act, be caused by reason of any act, omission, default, failure  
or insolvency of the above-bounded 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 the final cessation of the liability, under the Act or the rules prescribed thereunder of  
the above bounded, this bond shall remain with the Assessing Authority for twelve years from the  
occurring of any of the events aforesaid for recovering any tax that may be payable by the above-  
bounded 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-bounded or any  
person or persons acting under or for him/them or the above-bounded's heirs, executors, adminis-  
trators and legal representatives and which may not have been discovered until after the above-  
bounded'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 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 arrears of land revenue or fine imposed by any authority under the said Act.

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 \_\_\_\_\_

Witnesses :

1. \_\_\_\_\_ Signature \_\_\_\_\_  
2. \_\_\_\_\_ Status \_\_\_\_\_

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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 for felt to the Governor of Punjab (here-in-after referred to as, the Government, which expression shall unless exclude by or repugnant to the context, include 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 Assessing Authority to recover any amount of tax 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 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 arrears of land revenue and/or fine imposed by a Magistrate.

And we also agree that neither of us shall be at liberty to terminate this surety-ship except upon giving to the Assessing Authority six calendar months 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, 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 the presence of witnesses.

(Name and complete address of the witnesses)

1. \_\_\_\_\_ Signature  
Permanent address  
2. \_\_\_\_\_ Signature  
Permanent address