

DECLARATION CUM INDEMNITY

THIS DEED of Undertaking-cum-Indemnity is made at Ahmedabad on this _____ day of _____, 2017, by M/s. _____

a Proprietorship firm / partnership Firm / a Company constituted under Company Act 1956, having its office at _____

having Customer ID _____ & GST No. _____

hereinafter referred to as the 'Purchasing dealer' or 'Buyer' (which expression shall, unless it be repugnant to the context or the meaning thereof mean and include his heirs, executors, administrators and assigns) in favour of **Adani Gas Limited** having its registered office at Adani House, near Mithakhali Six Roads, Navrangpura, Ahmedabad and administrative office at 8th Floor, Heritage Building, Nr. Gujarat Vidyapith, Ashram Road, Usmanpura – 380014, hereinafter referred to as the 'Selling dealer' or 'AGL' (which expression, unless it be repugnant to the context or the meaning thereof mean and include his heirs, executors, administrators and assigns) .

WHEREAS a Purchasing dealer declared that he is a registered Dealer as defined under the Gujarat Goods and Service Tax Act, 2017 and that it is manufacturing _____.

WHEREAS the Purchasing Dealer interested in purchasing natural gas from Selling dealer and has executed Gas Supply Agreement with the Selling dealer for supply of natural Gas as per the terms and conditions mentioned therein.

AND WHEREAS Buyer is fully aware that for availing/purchasing natural gas from Selling dealer at tax rate of 6%, natural gas sold to him shall be used by him in the manufacture of taxable goods in the State (other than use of such natural gas in generation of electricity or for manufacture of fertilizer, as the case may be) covered under the Gujarat Goods and Services Tax Act, 2017.

WHEREAS the Purchasing Dealer has informed the Selling dealer that he has read and understood the contents of Order No. (GHN – 76) VAT – 2017/S 41 (1) (18) – TH dated 05.09.2017 issued by Finance Department, Sachivalaya, Gandhinagar and wants to avail remission at the rate of 9% for which it agree, declare & confirms that it, i.e. Purchasing dealer shall not use Natural Gas sold to him (i) in generation of electricity (ii) in manufacture of fertilizers and (iii) in the course of interstate trade or commerce and as more particularly defined in aforesaid Order No: (GHN – 76) VAT – 2017/S 41 (1) (18) – TH dated 05.09.2017.

AND WHEREAS purchasing dealer has agreed to give Declaration-cum-indemnity to Selling dealer.

NOW THIS DEED WITNESSETH AS FOLLOWS:

1. I _____ Proprietor/ partner/ director of M/s. _____ Purchasing dealer having Customer ID _____ & GST No. _____
- (i) hereby solemnly affirm & declare on oath that (i) the information given hereinabove that Purchasing dealer is manufacturer of _____ is true & correct & nothing has been concealed therefrom and (ii) Purchasing dealer shall immediately inform in writing to Selling dealer if (i) any change in constitution of it Firm/Partnership firm/company and/or (ii) it stops manufacturing of the product as declared hereinabove.
 - (ii) declare, undertake and indemnify the Selling dealer against any loss or damage including all taxes, penalty, costs, charges, expenses that may be imposed by any authorities including tax authorities on Selling dealer due to incorrect and/or wrong declaration as aforesaid and/or having concealed any relevant information by Purchasing dealer.
 - (iii) further undertake to reimburse the amount as levied/demanded by any authorities including tax authorities on Purchasing dealer within three working days without raising any objection.

Solemnly declared on this _____ day of _____, 2017

Name of Purchasing dealer : _____ Address: _____ _____ _____	 [Name of authorized person] Signature with Rubber Stamp
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