

GST DECLARATION AND INDEMNITY AGREEMENT

This Agreement is entered into on this _____ day of _____, 20____ (the "Effective Date").

BETWEEN

Principal Contractor:

Address:

GSTIN / Tax ID:

AND

Subcontractor:

Address:

GSTIN / Tax ID:

1. BACKGROUND

The Principal Contractor has engaged the Subcontractor to perform certain works, services, or supply goods as detailed under separate commercial agreement(s). In consideration of payments to be made by the Principal Contractor, the Subcontractor makes the representations, warranties, and indemnities contained in this Agreement regarding Goods and Services Tax (GST) compliance.

2. GST DECLARATION AND COVENANTS

The Subcontractor hereby solemnly declares, represents, and covenants that:

1. The Subcontractor is registered under the relevant Goods and Services Tax legislation and possesses a valid GST registration as identified above.
2. The Subcontractor shall regularly and timely file all statutory returns, including but not limited to GSTR-1 and GSTR-3B (or equivalent statutory filings), as required under the applicable GST laws and regulations.
3. The Subcontractor shall correctly upload details of all tax invoices, debit notes, and credit notes issued to the Principal Contractor in the designated tax portal within the prescribed statutory timelines.
4. The Subcontractor shall pay the appropriate amount of GST collected from the Principal Contractor to the government treasury within the prescribed due dates.
5. In the event of any suspension, cancellation, or modification of the Subcontractor's GST registration, the Subcontractor shall immediately, and no later than twenty-four (24) hours from such event, notify the Principal Contractor in writing.

3. INDEMNITY

1. The Subcontractor hereby unconditionally and irrevocably agrees to indemnify, defend, and hold harmless the Principal Contractor from and against any and all losses, damages, liabilities, claims, costs, expenses, interest, penalties, and legal fees suffered or incurred by the Principal Contractor resulting from:
 - a. Any failure by the Subcontractor to file returns or deposit GST with the appropriate tax authorities.
 - b. Any denial, rejection, or reduction of Input Tax Credit (ITC) claimed by the Principal Contractor due to non-compliance, late compliance, or mismatched data entry by the Subcontractor.
 - c. Any discrepancy, error, or omission in the tax invoices or other compliance documents issued by the Subcontractor.
 - d. Any regulatory action, inquiry, or audit initiated against the Principal Contractor arising directly or indirectly from the Subcontractor's tax non-compliance.

2. The Subcontractor agrees that the Principal Contractor shall have the right to withhold, deduct, or set off any such indemnified amounts, liabilities, or penalties from any pending or future payments due to the Subcontractor under any agreement.

4. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of _____ . Any disputes arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts located in _____ .

IN WITNESS WHEREOF, the Parties hereto have executed this GST Declaration and Indemnity Agreement as of the Effective Date written above.

For the Principal Contractor:

For the Subcontractor:

Authorized Signatory

Authorized Signatory

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____