

FORM ST-38 B  
[ See rule 40-E]  
I N D E M N I T Y B O N D

Know all men by these presents that I.....S/O .....  
We M/S ..... A Firm/a Company/ H.U.F/Association/other  
Association of persons having place of business/Head office at .....  
am/are held and firmly bound unto the Governor of the J&K State ( 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  
in words) .....( hereinafter referred to as the said sum) to be paid to  
the Government on demand and without demur for which payment to be well and truly  
made. I bound myself and my heirs, executors, administrators, legal representatives and  
assigns we bind ourselves, our successors and assigns and the persons for the time being  
having control our assets and affairs.

Signed this ..... day of .....one thousand nine hundred  
and .....

Whereas.....consignment(s) of goods comprising of weighing  
.....and valuing Rs. .... As per bill of sale  
No.....dated.....imported through Check Post.....are  
liable to confiscation under Sub-section .....(4) of section 15-A of J&K General  
Sales Tax Act,1962 for which notice in Form ST-40 has been served on the obligor  
and the said goods have been detained/seized by the Officer Incharge said Check Post  
and whereas obligor wants the said goods to be temporarily released till the order  
under section 15-A (4) is made by the said authority subject to security as required by  
Rule 40-E.

AND WHEREAS the obligor is served with a notice in form ST-40 (hereinafter  
referred to as the notice) to show cause within a period of 15 days as to why the said  
goods are not confiscated.

Now the condition of the above written bond or obligation is such that the obligor  
shall in the event of confiscation of the said goods by the said authority shall immediately  
surrender the said goods to the said authority for confiscation and in the event of failure  
to surrender the goods the obligor shall being failure to comply with the terms of the said  
notice pay to the Government on demand and without demur the said sum of Rs.  
..... ( in figures) Rupees ( in words).....and shall otherwise  
indemnify and keep the Government harmless and indemnified against and from all  
liabilities incurred by the Government as a result of failure to comply with the terms of  
the said notice.

THEN the above written bond or obligation shall be void and of no effect but  
otherwise shall remain in full force, effect and virtue. The obligor further undertake for  
the payment of the said sum whenever called upon to do so by the Assessing  
Authority.....

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

IN WITNESS WHEREOF THE said.....( full name) has hereunto set his hand/has caused these presents executed by its authorised representatives on the day, month and year above written.

Signed by the above named  
Obligor in presence of

1.....

\_\_\_\_\_  
(Obligor's signature)

2.....

We (1).....  
(2).....

(Name and full address of the sureties) hereby declare ourselves as sureties for the above bounden and guarantee that he/they shall do and perform all that he/they, has/have 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 J&K State ( hereinafter referred to as " the Government", which expression shall unless excluded by or repugnant to the context, includes his successor-in-office and assign) 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/have bound himself/themselves or such other lesser sum as shall be deemed to be sufficient by the Assessing Authority to recover any amount of tax, penalty or a forfeited security payable by the above bounden and remaining unpaid and also to recover any loss, damage, 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 our intention so to do and our joint and several liability under the bond shall continue in respect of all acts, omission, defaults, failures 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 witness)

2.....1. Signature.....

Permanent address

1. Signature .....

Permanent address