

**FORM ST-38-A**

[ See rule 40-A(g) ]

**PERSONAL BOND WITH TWO Error! Not a valid link.SURETIES**

Know all men by these presents that I.....  
S/o.....R/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 Rs. ....(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 over our assets and affairs.

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

Whereas the above bond has/have been required by the Assessing  
Authority..... in writing to furnish security for the said sum for the  
purpose of securing the proper payment of tax/surcharge/penalty or any other sum  
payable by him/them under the J&K General Sales Tax Act, 1962 ( hereinafter referred to  
as Act) , and indemnify the Government against a loss, costs or expenses which the  
Government may, in any way, sustain, suffer or pay by reason of the omission, default,  
failure or insolvency of the above bounden 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 bounden,  
his/their heirs, executors, administrators and legal representatives of any person acting  
under for him/them pays the full amount of tax/penalty by him under the said Act and the  
rules framed thereunder on demand by any authority appointed by the Government under  
section 3 of the Act, such demand to be in writing and to be served upon the above  
bounden 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 the rules framed thereunder and shall also at all times indemnify and save  
harmless the Government from all and every loss, cost or expenses which has been or  
shall may at any time, or times hereafter during the period in which the above bounden  
is/are held liable to pay tax or penalty or forfeited security under the said Act, be caused  
by reason of any act, omission, default, failure or insolvency of the above bounden or if  
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 bounden, this bond shall remain with Assessing Authority for .....year from the occurring of any of the events aforesaid for recovering any taxes or penalty or aforesaid for recovering any taxes or penalty or forfeited security that may be found payable by the above bounden or any loss, cost or expenses that may have been sustained, incurred are paid by the Government owing to the act, omission, default or failure or insolvency of the above bounden's heirs, executors, administrators and legal representatives and which may not have been discovered until after the above bounden's death/partition/disruption/dissolution winding up or final cessation of his /their liability under the Act and the rules framed thereunder;

Provided always that without prejudice to any other right or remedy for recovering the tax or forfeited security, 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 a magistrate.

IN WITNESS WHEREOF THE said .....(full name) has hereinto set his hand this .....day of .....signed and delivered ..... by the above named in the presence of .....

Signature ..... Status.....

Witnesses:

1.....

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 Governor 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 of 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 suretyship except upon giving to the Assessing Authority six calendar month's 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 omissions, 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.

2. Signature  
Permanent address.