

FORM VAT-64
[See proviso to rule 68(g)]

PERSONAL BOND WITH TWO SURETIES

Know all men by these presents that I,
.....S/o.....R/o.....
.....We.....M/s.....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.....two thousand and.....

Whereas the above bond has/have been required by the Assessing Authorityin 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 Value Added Tax Act,2005 (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 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 forperiod 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 on 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 find imposed by a magistrate.

IN WITNESS WHEREOF THE.....(full name) has hereinto set his hand this.....day ofsigned 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/their omission, default or failure therein, we hereby bind jointly and severally to forfeit to the Governor of J&K State (hereinafter referred to as "Government " which expression shall unless excluded by repugnant to the context, includes his successor-in-office and assign) the sum of rupees..... (amount in figures followed in words) hereinafter referred to as" the said sum" in which 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 or 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 under Section, 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 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 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.