

THE JAMMU AND KASHMIR BREWERY RULES, 2003.

Annexure to C.O. No 373-C of 1946 dated 29-6-1946:-

In exercise of the powers conferred by sections 11,20 and 25 of the Jammu and Kashmir Excise Act, 1958, the Government are pleased to make the following rules for regulating the business of a Brewery established in the State :-

1. Short title :- These rules may be called the Jammu and Kashmir Brewery Rules, 2003.

2. Definitions :- In these rules, unless a different intention appears from the subject or context :-

"Beer" means any liquor prepared from malt or grain with or without the addition of sugar and hops, and includes the potter and stout ;

"Brewery" means a building where beer is manufactured, and includes every place therein where beer is stored whence it is issued ;

"Cooler" means any vessel into which worts or water boiled are heated in the course of brewing ;

"Fermenting Vessel" means any vessel in which worts are fermented by the action of yeast ;

"Gravity" means the proportion which the weight or liquid bears to that of an equal bulk of distilled water gravity of distilled water at 60°F being taken to be 1000° ;

"Hopback" means any vessel into which worts are run after boiling in order to remove the spent hops ;

"Excise and Taxation Officer" means the Excise and Taxation Officer and includes any other officer appointed to hold charge of a brewery established under these rules ;

"Licence" means a licence granted for a brewery under section 11 of the Jammu and Kashmir Excise Act,1958 ;

"Licensee" means a holder of such licence ;

"Mashtun" means any vessel in which malt or grain is exhausted in the course of brewing ;

1. Council Order No. 373-C of 1946 published in Government Gazette dated 26th Har,2004.

“Racking or setting back” means any vessel into which worts are passed from fermenting vessel and racked either at once or after a time into store vats or casks;

“Sugar” means any saccharine substance, extract or syrup, and includes any material capable of being used in brewing, except malt or corn ;

“Underback” means any vessel into which worts run either from the mashtun or hopback ;

“Worts” means the liquor obtained by the exhausting of malt or grain or by the solution of saccharine matter in the process of brewing.

3. The Excise Commissioner shall have full powers to grant or refuse application for licence with reference to the requirements of the province.
4. Any person desirous of obtaining a licence for a brewery shall apply to the Deputy Commissioner Excise of the province in which the brewery is to be established. The application shall be accompanied by a full description (hereinafter called the entry) of his premises and utensils in which the purpose of, and the distinguishing mark, on each room, place and vessel shall be clearly specified. The Deputy Commissioner shall submit the application with his report thereon for the orders of the Excise and Taxation Commissioner.
5. No licence shall be granted unless and until the applicant therefor has :-
 - (a) deposited as security for the fulfilment of all the conditions of his licence a sum, to be fixed by the Excise and Taxation Commissioner which shall not be less than ## Rs.1,00,000 not more than Rs.2,00,000 in amount ; and
 - (b) Satisfied the Deputy Commissioner Excise , that the proposed building, plant and apparatus to be used in connection with the business of brewing, storage and issue of beer are built in accordance with the prescribed regulations and that due precaution has been taken against fire.
 - (C) ## Paid a license fee to be determined by the Government by notification from time to time.
6. The licensee shall execute a bond in form B-3 pledging the premises, stock of beer, all apparatus and utensils employed in the manufacture and storage of beer for the due discharge for all payments which may become due to Government. The licensee may, however, in lieu of executing such a bond execute bond in form B-16 and deposit Government promissory notes for such value as the Excise and Taxation Commissioner may correct or furnish a guarantee by the Jammu and Kashmir rank in form B-17 to the satisfaction of

A deposit made under this rule shall be separate and distinct from the security deposit required for the preceding rule.

7. The license shall be in form B-I and is non-transferable;
Provided that the Excise Commissioner may for sufficient and cogent reasons to be recorded in writing, on an application from the original licensee(s) and subject to payment of non-refundable ten thousand rupees as processing fee, transfer the license during its currency to any other person or add the name(s) of person(s) in the license as partner(s) or delete the name of any partner from the license, provided the person(s) is/are otherwise eligible under these rules in which case he/she/they shall be responsible for all obligations incurred or to be incurred under the license during the period of its currency as it had originally been granted or renewed in his/her/their name(s).
8. A licence once granted remains in force until it is cancelled, determined or surrendered.
9. Licences can be cancelled by the Excise Commissioner for breach of the terms thereof, or can be determined by him after one year;s notice.
10. The licensee shall not hypothecate the whole or any part of the licensed premises without the previous written sanction of the Excise and Taxation Commissioner.
11. The licensee shall not make any addition either to buildings or to plant, without the previous consent, in writing of the Excise and Taxation Commissioner ; on the completion of any addition, the existing entry shall be withdrawn and a new entry made ; provided that the previous sanction of the Excise and Taxation Commissioner shall not be required in the case of simple repairs to, or renewals of, existing buildings or plant.
12. The licensee shall at all reasonable time permit the Deputy Commissioner Excise, the Excise and Taxation Officer or any officer authorised to inspect breweries to inspect and examine his licensed brewery, the premises, warehouses, and utensils connected therewith, any room, place or utensil and the beer made and stored therein and shall render to the Deputy Commissioner, the Excise and Taxation Officer or the other officers aforesaid , all proper assistance in making such inspection and examine.
13. The licensee shall agree to the posting of an excise establishment to his brewery. This establishment shall consist of as many Excise and Taxation

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Officers and Guards as the Excise Commissioner may deem sufficient. This staff shall be subject to the inspection, and, under the order of the Deputy Commissioner Excise in whose sphere of duty the brewery is situated.

14. The licensee shall provide within the brewery enclosure, an office for the Excise and Taxation Officer, as well as quarters to be approved by the Excise and Taxation Commissioner for the Excise and Taxation Officer and the Guards who will be required to remain within the brewery enclosure on night duty.
15. The licensee shall, if required by the Excise and Taxation Commissioner, provide residential quarters for the Government Excise establishment posted to the brewery.
16. The licensee shall, when required, permit without payment, samples of the materials used, of worts in any stage of fermentation or beer prepared in the brewery to be taken for analysis by the Excise and Taxation Officer or by an officer authorised by the Deputy Commissioner Excise to take samples.
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17. The licensee, unless he personally acts as manager, shall be bound to appoint a competent manager as his agent.
18. The licensee must provide and maintain sufficient and just scales and weights and other necessary and reasonable applications to enable the Excise and Taxation Officer and other officers to take account of or check by weight, gauge, or measure all materials and liquids produced in brewing and provide sufficient lights, ladders and other convenience to enable the Excise staff to perform their duties.
19. The weight, scales, appliances etc. mentioned in rule 18 shall be provided on the requisition of the Excise and Taxation Officer subject to an appeal to the Deputy Commissioner Excise whose decision shall be final.
20. The Excise and Taxation Officer will be provided by the Excise and Taxation Commissioner with proper gauging rods and a standard saccharometer and thermometer. If the licensee questions their correctness or the results obtained by the officer he must make a written protest to the Excise and Taxation Officer immediately. This will be forwarded with his remarks, by the Excise and Taxation Officer to the Deputy Commissioner Excise who after due enquiry will report the matter to the Excise and Taxation Commissioner.
21. The licensee must cause to be legibly painted with oil colour and keep so painted, on some conspicuous part of every mash tun, underback, copper, heating tank, cooler, fermenting vessel, and setting back intended to be used by him in his business, and on the outside of the door of every room and place wherein any part of his business is to be carried on, the name of the vessel, room or place according to the purpose for which it is intended.

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22. When more than one vessel, room or place is used for the same purpose, all such vessels, rooms or places may be marked by progressive numbers.
23. All mashtuns, underbacks, coolers, fermenting vessels and settling backs shall be so placed and fixed as to admit of the contents being accurately ascertained by gauge or measure and shall not be altered in shape, position or capacity without two day's notice in writing to the Excise and Taxation Officer.
24. No vessel which has been altered in shape, position or capacity shall again be taken into use unless it has been regauged by the Excise and Taxation Officer and new tables construed by him , if necessary.
25. All mashtuns and fermenting vessels shall be gauged jointly by the Excise and Taxation Officer and the Licensee, and tables prepared by the Inspector, showing the total capacity of each vessel in imperial gallons (or, in the case of mashtuant in imperial bushels) and the capacity of each tenth of an inch in depth.
26. The tables prepared under the preceding rules shall, before being taken into use, be certified by the licensee or his accredited agent as correct.
27. The Deputy Commissioner Excise shall also certify to the correctness of the tables, and , as opportunity affords, checks the data on which they are founded.
28. The licensee shall keep a book in form B-5 and shall observe the following rules in relation to it and to the entries to be made therein :-
 - (1) He shall keep the book in some part of his licensed premises ready at all times, for the inspection of the Excise and Taxation Officer and other officers, and shall permit any excise officer who is authorised to inspect the brewery at any time, to inspect the same and take extract therefrom.
 - (2) He shall enter separately in the book the quantity of malt, corn, sugar, hops and hops substitutes which he intends to use in his next brewing, and also the day and hour when such next brewing is intended to take place.
 - (3) He shall make such entry, so far as respects the day and hour of brewing, twenty-four hours at the least before he shall begin to mash any malt or corn or dissolve any sugar and, so far as respects the quantity of malt, corn, sugar hop substitutes two hours at the least before the hour entered for brewing.
 - (4) He shall, two hours at the least before the hour entered for brewing, enter the time when all the worts will be drawn off the grains in the mashtun.

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- (5) He shall within one hour of the worts being collected in the fermenting vessels, or, if the worts be not collected before six in the afternoon before eight in the forenoon of the following day, enter the dip and gravity of worts produced from each brewing, and also the description and number of the vessels into which the worts have been conveyed.
- (6) He shall at the time of making any entry, insert the date when the entry is made.
- (7) He shall not cancel, obliterate or alter any entry in the book, or make therein any entry which is untrue in any particular ; should it be necessary to correct any entry a line shall be drawn through the incorrect entry in such a manner as to leave it distinctly visible, and the amended entry shall be

inserted above it ; every correction shall be initialled by the person making it at the time.

- (8) He shall , if so required by the Excise and Taxation Commissioner, send notice in writing to the Excise and Taxation Officer, of his intention to brew forty-eight hours before such brewing is to take place.
29. The licensee shall keep the total produce of brewing separate from the produce of any other brewing, for the space of twenty-four hours, unless an account of the first mentioned produce shall have been sooner taken by the Excise and Taxation Officer.
30. The licensee shall not mix the produce of one brewing with that of another, except in his store vats or casks unless he shall have given previous notice, in writing, to the Excise and Taxation Officer, and he shall specify the quantity and gravity of the worts when mixed.
31. All grains in a mashtun must be kept untouched for a space of one hour, after the time entered in the book, as the time for the worts to be drawn off, unless the Excise and Taxation Officer has attended and taken account of such grains.
32. All worts shall be removed successively, and in the customary order of brewing to the underbacks, coppers, coolers and fermenting vessels, and shall not be removed from the last named vessels until an account has been taken by the Excise and Taxation Officer or until after the expiration of twenty-four hours from the time at which the worts are collected in these vessels.
33. When worts shall have commenced running into a fermenting vessel, the whole of the produce of the brewing shall be collected within eighteen hours.
34. (1) The duty on beer, at the prescribed rate, shall be charged on the total quantity actually brewed as entered in the brewing book by the licensee or as ascertained by the Excise and Taxation Officer, whichever is higher, less an allowance of 10 per cent for wastage.
- (2) The duty on beer shall become due immediately the account of brewing has been taken by the Excise and Taxation Officer but the Excise and Taxation Commissioner may cause the charge to be made up at the close of each quarter in respect of all the brewings within that quarter, and may, if the licensee executes a bond for its payment, defer the payment on a date not later than the fifteen day of the month succeeding the quarter in respect of which the duty was charged.

35. If the licensee objects to the amount of the duty demanded from him he may move the Deputy Commissioner Excise to revise the charge. But no revision will be undertaken unless and until all sums demanded under the preceding rule have been paid. In the event of the original charge being found incorrect, any excess levied from the licensee will be refunded to him and if the amount claimed from him is found to be less than that actually due, he will be called upon to pay the difference at once into a Government treasury.

36. (1) When beer upon which duty has been charged or paid, is destroyed while on the entered premises of the licensee by accident or fire or other

unavoidable cause, or when such beer, whether it has left the entered premises of the licensee or not, becomes unfit for consumption, the Excise and Taxation

Commissioner may, on receipt of a formal claim from the licensee, through the Deputy Commissioner Excise, order a remission or refund of duty.

(2) If the beer has been returned, the fact must be reported to the Excise Staff as soon as the invoice has been received and the consignment checked on receipt and a claim prepared and attested by the Excise and Taxation Officer at once.

(3) If the beer has been destroyed by accident or fire or other unavoidable cause or has been spoiled while on the entered premises as soon as the fact comes to the notice of the brewer, he must report it and if the Excise Staff is satisfied, a claim will be prepared and attested by the Excise and Taxation Officer at once. But no refund will be given if there is reason to believe that the beer has been spoiled more than six months before it was brought to notice.

(4) The claim must contain :-

- (a) a declaration that the beer which is the subject of the claim was brewed by the licensee ;
- (b) a statement of the circumstances to which the claim is due ;
- (c) a statement of the date or dates on which the beer was brewed, and the quantity and original gravity of each lot of beer referred to in the claim ;
- (d) a statement (when beer unfit for consumption is the subject of the claim) that it is proposed to dispose of the beer either (i) by destroying ; or (ii) by distilling ; or (iii) by converting it into vinegar.

(5) When required to do so, the licensee must give satisfactory proof of any fact mentioned in the claim.

- (6) Any remission or refund that is granted shall be at the rate at which the beer which is the subject of claim was charged.
- (7) The necessary calculations shall be as follows :-
- (a) When the beer that is the subject of the claim has not left the entered premises of the licensee, a deduction of two per cent shall be made from the actual quantity in gallons of such beer. The amount to be remitted or refunded shall be calculated on the remainder.
- (b) When the beer that is the subject of the claim has left the entered premises of the licensee, there shall be made from the actual quantity in gallons of such beer, a deduction equivalent to such amount of added water as the report of the Chemical Examiner for customs and Excise, Calcutta, may shown to be in beer. From the quantity remaining a further deduction of ten per cent shall be made. On the final balance so obtained, the amount to be remitted or refunded shall be calculated.
- (c) When the Excise and Taxation Commissioner's orders to that effect have been received, the Deputy Commissioner Excise shall make the remission or refund either (a) when the claim is in respect of destroyed beer, at once ; or (b) when the claim is in respect of beer unfit for consumption, as soon as the Excise and Taxation Officer furnishes a certificate in the prescribed form that the beer has, with the previous sanction of the Deputy Commissioner Excise, been either (I) destroyed in his presence or the presence of other officer deputed by the Deputy Commissioner, or (ii) distilled, or (iii) turned into a vinegar.
37. Licensees shall be bound by all additional rule for the control of breweries which may hereafter be prescribed under the existing law, or under any law which may hereafter be enacted, and by all special orders issued by the Excise Commissioner with regard to individual breweries ; and shall cause all persons employed by them in their breweries to obey all such rules.
38. The licence to work brewery shall carry with it the right to bottle on the premises of the brewery, the beer made therein.

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BREWERY FORMS

FORM NO. B-1

(Vide rule 7 of the Jammu and Kashmir Brewery rules).

(Licence to work a Brewery and to bottle beer made therein).

Licence to work a brewery is hereby granted to
at
..... in the district of subject to the rules
prescribed (a copy of which is attached herewith) and to such other rules
for the security of the revenue as the Government of Jammu and Kashmir,
or any authority empowered by them in this behalf may issue from time to
time, the infraction of any of which rules, with intent to defraud the
revenue will involve forfeiture of licence.

Dated

Excise and Taxation Commissioner.

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FORM NO. B-2
Brewer's entry.

I / we licensed brewer do hereby withdraw all former entries and do now make entry of the following rooms, places and vessels in my/our brewery situate at in the district of

Name.....
Residence
Date

Here enter full particulars of each
Room and place.

Name
Date

Received by me thisday of

Entry examined and checked with the places, rooms and vessels shown herein and found correct (with the following exceptions) :-

If incorrect, the correct details should be here specified

If correct, strike out the words in brackets

Excise and Taxation Officer's name

Dated.....

Examined and Deputy Commissioner Excise.
passed.

Dated.....

FORM NO. B-3.

(Vide rule 6 of the Jammu and Kashmir Brewery Rules)

Licensee's Bond.

This indenture made the Day of19 between son of Casteresident of(hereinafter called the mortgagor) of the one part and the Governor of Jammu and Kashmir through the Excise and Taxation Commissioner (hereinafter called the Government) of the other part ; whereas the mortgagor was on the Day of, granted a licence to work a Brewery at In accordance with the rules which said licence is in terms of Form B-1 attached to the said Notification.

And whereas by rule 6 of the said rules the mortgagor is required to execute a mortgage bond for the due discharge of all payments which may be or from time to time become, payable by him to the Government on account of the working of the said Brewery.

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Now this indenture witnesseth that in compliance with the said
6th
rule and in consideration of the grant to the mortgagor of the said licence

to work the said Brewery at, the mortgagor hereby covenants with the Government to pay to the Government all such payments as may be or from time to time become payable in connection with the working of the said Brewery on the days that such payments as may be or from time to time become payable in connection with the working of the said Brewery on the days that such payments shall fall due and in further compliance with the said 6th rule and for the same consideration aforesaid the mortgagor as full proprietor hereby grants, conveys, and assigns, all those hereditaments, and premises situate in and more particularly described and specified in the schedule, hereto attached, and delineated on the plan, hereto annexed, and thereon colouredtogether with all stock of beer, apparatus, and utensils, employed in the manufacture and storage of beer, now or hereafter, from time to time to be brought on the said premises, together with all easements, rights and things appurtenant or reputed appurtenant to the said premises and all the estate, right, title, claim, and demand whatsoever of the mortgagor, into and upon the said premises and the said stock of beer, apparatus and utensils and every part thereof to hold the same unto and to the use of the Government, their successors in office, and assigns, in full proprietary right for ever subject to the proviso for redemption, hereinafter contained, and the mortgagor for himself, his heirs, legal representatives, and assigns, hereby covenants, with the Government, their successors in office, and assigns, that he, the said mortgagor, now has good right to grant the hereditaments, and premises, and stock of beer, apparatus and utensils, hereby granted, or expressed so, to be unto and to the use of the Government, their successors in office, and assigns, in manner aforesaid and that free from incumbrances.

And that whensoever in exercise of the powers hereinafter reserved to the Government, their successors in office, and assigns, sales shall be made of the said premises, stock of beer, apparatus and utensils hereby granted or expressed so to be, or any part thereof, the Government, their successors in office, and assigns, and any other person or persons, who may purchase the same, their heirs, legal representatives, and assigns, shall and may at all times thenceforth quietly possess, and enjoy the same and receive the rents and profits thereof, without any lawful eviction, interruption, claim or demand, whatsoever, from or by the mortgagor, or any person rightfully claiming from, under, or in trust for him and that free from incumbrances.

And further that he, the mortgagor, and all other persons having or lawfully or equitably claiming, any estate, or interest, in the said hereditaments and premises, stock of beer, apparatus, and utensils, or any part thereof, shall from time to time and at all times thereafter, at his or their own cost, during the continuance of this security, and afterwards, at the cost of the person or persons, requiring the same, do and execute, or cause to be done or executed, all such acts, deeds and things for the further and more perfectly assuring the said hereditaments and premises, unto and to the use of the Government, their successors in

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office, and assigns, and other persons aforesaid in manner aforesaid, as shall or may be reasonably required, and it is hereby agreed that if the mortgagor shall, during the continuance of the said licence make the

Government all such payments, in respect of working of the said brewery,

as may be, or from time to time become payable, by the mortgagor, the Government shall on the determination of the said licence (but subject to the proviso hereinafter contained) at the request and cost of the mortgagor, his heirs, or legal representatives, reconvey and re-assign the said hereditaments, and premises, stock of beer, apparatus and utensils, hereby granted unto the mortgagor, his heirs, or legal representatives, as he or they shall direct and in the meantime and until default shall be made by the mortgagor in the due payments as aforesaid, the mortgagor shall continue in possession of and in receipt of the rents and profits of the said hereditaments and premises and the stock of beer, apparatus, and utensils, thereon, and it is hereby agreed and declared, and the true intent and

meaning of the parties hereto is, that if default shall be made by the mortgagor, in the due payments aforesaid, or any of them, then and in such case and immediately thereupon or at any time thereafter, or from time to time, as occasion shall require, it shall be lawful, for the Government, their successors in office, or assigns, or his or their officers, or servants, duly authorised in that behalf, and notwithstanding, the dissent, or opposition of the mortgagor, his heirs, or legal representatives, to enter into and upon and (whether in or out of possession) to make sale and absolutely dispose of the said hereditaments, and premises, stock of beer, apparatus and utensils, hereby granted or expressed so to be or any part thereof, by public auction or private contract, and for such price or prices, as to the Government, their successors in office, or assigns, shall appear reasonable, with liberty to buy the same or any part thereof, and for effectuating any such sale, it shall be lawful for the Government, their successors in office, or assigns, to do, make and enter into all necessary acts, deeds, conveyances, and assurances, done, made or executed, under or by virtues of these presents, shall be good, valid and effectual, whether the mortgagor, his heirs, or legal representatives, shall or shall not join therein or assent thereto and shall bind the mortgagor, his heirs, or legal representatives, and all other persons claiming, under him or them, and it is hereby further agreed and declared that the power of sale hereinbefore contained shall and may be exercised and that all things to done in pursuance thereof, shall be good, valid and binding, notwithstanding that no decree of any court of law or equity, for barring or foreclosing the equity of redemption of the mortgagor, his heirs, legal representatives, shall have been previously obtained, but this power of sale is given in addition to the ordinary remedies of foreclosure. And that the receipts in writing of the Excise and Taxation Commissioner for the time being for all monies to arise from such sale or sales shall be good and sufficient discharge to the persons paying the same and shall exonerate such persons from all responsibility in respect of the application or non-application of the same nor shall he or they be bound to enquire whether the sale was regular or authorised under these presents ; provided always, and that it is hereby agreed and declared by and between the parties hereto, that on the the determination or cancellation of the said licence, the above mentioned hereditaments, and premises and stock of beer, apparatus and utensils

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shall not be at once reconveyed and reassigned to the mortgagor, his heirs or legal representatives but shall be and remain mortgaged with the Government for the term of six months as security for the payment of any

sums due by the mortgagor in connection with the working of the said Brewery :

Provided always that the reconveyance at any time of the said premises hereby granted or expressed so to be, shall not be deemed to affect the right of the Government to take proceedings against the mortgagor, in case any breach of the conditions herein set-forth, shall be discovered after reconveyance and reassignment.

In witness whereof the parties to these presents have hereunto set their hands on the dates hereinafter mentioned respectively :-

FORM No. B-3 (concluded)

Signed and delivered by the said

On the day of

In the presence of

.....

Witnesses

(1)

(2)

Signed by

Excise and Taxation Commissioner

For and on behalf of

The Governor of Jammu

and Kashmir this

Day of

FORM B-16

Bond regarding payment of duty on beer at the end of each quarter.

This agreement made the day of between the (hereinafter referred to as the licensee) of the one part and the Governor of Jammu and Kashmir, through the Excise and Taxation Commissioner (hereinafter referred to as the Government) of the other part ;

Whereas the licensee has applied that the duty on beer may be deferred for payment till the close of each quarter, under rule 34 of Jammu and Kashmir Brewery Rules framed under the Jammu and Kashmir Excise Act of 1958, on furnishing security and executing a bond ; and whereas the Government have agreed to accord such permission subject to the terms and conditions hereinafter appearing ;

Now therefore these presents witness that in pursuance of the above agreement the licensee :-

~~_____ (a) having deposited in the Government Treasury at Government of India Promissory Notes as per detail in the Schedule hereunto annexed of the face value of Rs. and of the present market value of Rs..... Or~~

(b) having furnished a guarantee by the Jammu and Kashmir Bank In the form hereunto annexed, to be held as security for the payment of duty on beer manufactured at the Brewery ,

the Government do hereby grant and give permission to the licensee to manufacture beer covered by his licence and to defer payment of duty on beer till the close of each quarter subject to the conditions following

which said conditions the licensee doth hereby bind himself to observe and fulfil, that is to say :-

(1) The licensee shall pay into Government Treasury at not later than the 15 days of the month succeeding the quarter in respect of which the duty was charged, such sum of money as may become due and payable on beer manufactured during the said quarter.

(2) No beer shall be manufactured or issued and removed from the said brewery under this agreement except under and subject to the written permission previously had and obtained of the Deputy Commissioner Excise of the Province or such other officer as the said Deputy Commissioner may appoint in this behalf.

(3) In the absence of days notice to the contrary at any time by the Deputy Commissioner Excise of the Province, this agreement shall remain in force during the year and during each subsequent year for which the said Deputy Commissioner may in his discretion renew it.

(4) Should the licensee fail to observe or carry out in its entirety any of the conditions of the agreement it shall be competent to, and lawful for, the Deputy Commissioner Excise of Province, to cancel and put an end to this agreement by giving the licensee 15 day's notice in writing of such revocation and cancellation.

(5) The licensee shall be bound by and shall duly observe such other terms, conditions and rules as the Deputy Commissioner Excise of may in his discretion from time to time impose.

(6) On the termination of this agreement, whether under clause 3 or clause 4, if any moneys remain due and payable to the Government the same may be forthwith recovered from the Jammu and Kashmir Bank or from the security deposited and by the sale of so much of the Government Promissory Notes detailed in the Schedule hereto as may be necessary ; and in the meantime and so long as this agreement shall remain in force, the interest due on the said Government Promissory Notes shall be recovered by the Government and paid over to the licensee and to enable the Government to make such recoveries as aforesaid the said Government Promissory Notes shall prior to the execution of these presents be duly endorsed in favour of the Deputy Commissioner Excise of Province.

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In witness whereof the parties hereto have hereunto set their hands on the Bond mentioned above.

Signed and delivered by for and on behalf of in the presence of

1.

2.

.....
.....

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Signed by
For and on behalf of the Governor of Jammu and Kashmir.

Note:- To be on a stamp paper for rupees one and fifty paise.

FORM B-17

Form of Guarantee

In consideration of the Governor of Jammu and Kashmir (hereinafter referred to as the Government) having at the request of the Jammu and Kashmir Bank agreed to allow theto defer payment of duty on beer brewed at the said brewery up to the end of each quarter in the year under rule 34 of the Jammu and Kashmir Brewery Rules framed under the Jammu and Kashmir Excise Act of 1958, during the period from to the duty which does not exceed in the aggregate Subject to the terms of the bond executed between the Government, of the one part and the of the other part, I, the undersigned hereby guarantee to the Government the repayment by the said of all sums of money due from the said in accordance with the terms of the covenant during the period from to subject as hereinafter mentioned, that is to say :-

- (1) Notice in writing of any default on the part of the said to be given by Government to the Manager, Jammu and Kashmir Bank and within days from its receipt payment shall be made by the Jammu and Kashmir Bank of all sums then due from the Jammu and Kashmir Bank under this guarantee.
- (2) This guarantee is a continuing guarantee within the limits as aforesaid as to time and amount.
- (3) No change in the constitution of the Shall affect or impair the liability of the Jammu and Kashmir Bank hereunder, whether past, present or future.
- (4) Under no circumstances shall the total liability hereunder exceed in the aggregate the said sum of
- (5) The Jammu and Kashmir Bank shall be at liberty at any time to withdraw from all liability

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..... or so much
thereof as shall not already have been satisfied
by payment or
otherwise.

Dated this day of

Witnesses

For J&K Bank
Manager_____

Note :- To be on a stamp paper of proper duty