

## **FORM B-17 (GENERAL SURETY/SECURITY)**

### **General bond (with surety/security) to be executed by the units in the SEZ**

**(Rules 9-B, 13, 14 AND 192 )**

WE, .....having our registered office at ..... hereinafter referred to as the Obligors and .....called the surety(ies) (which expression shall, unless repugnant to the context or meaning thereof, include our heirs, successors, executors, administrators, liquidators, legal representatives and assignees) hereby hold and firmly bind ourselves jointly and severally unto the President of India, hereinafter referred to as the Government in the sum of Rs..... (Rupees .....only) for which payment to be well and truly made, we, the obligors, bind ourselves by these presents.

WHEREAS we the obligors have been granted by the Government an Industrial licence for setting up a Hundred Percent Export Oriented Undertaking for the manufacture of goods for export out of India on the terms and conditions stipulated in the letter of intent No..... dated ..... and we the obligors have duly accepted the said terms and conditions.

AND WHEREAS the Assistant Commissioner of Customs/Central Excise at ..... has licensed/authorised the premises at ..... as a private warehouse/unit wherein the dutiable goods, imported/sourced indigenously by us from time to time for manufacture of goods as aforesaid could be deposited for period of 5 years/one year as the case may be without payment of duty on conditions specified in sub-section (1) of Section 59 of the Customs Act, 1962, which conditions we the obligors hereby accept.

AND WHEREAS on compliance with the provisions of the said Section 59 as aforesaid, the proper officer / Assistant Commissioner of Central Excise or such other delegated authority, as the case may be, has made an order under Section 60 of the Customs Act and under chapter X of the Central Excise Rules, 1944, permitting us to deposit the aforesaid goods in the said private warehouse without payment of duty.

AND WHEREAS we the obligors having been permitted by the Assistant Commissioner, Central Excise / Customs at ..... to purchase from time to time goods not exceeding the quantity listed in the Annexure - I as may be required for manufacture of goods in his factory annually in the manner specified without payment of whole of the duty.

AND WHEREAS the said Assistant Commissioner has permitted the obligor to clear duty free imported goods from Ports / Airports / Inland Container Depots or Bonded Warehouses as the case may be, to the export oriented unit.

AND WHEREAS, pursuant to sub-section (1) of Section 65 of the said Customs Act, the said Assistant Commissioner of Customs/Central Excise has accorded sanction to us, the obligors, on payment of the prescribed fee of Rs..... (Rupees .....only) and on prescribed conditions hereinafter set-out, which conditions we the obligors hereby accept, to carry on manufacturing operations in relation to the said imported goods.

AND WHEREAS the Assistant Commissioner of Central Excise, Customs or proper officer under Section 67 of the Customs Act, or Assistant Commissioner of Central Excise or such other delegated authority, as the case may be, under rule 13 of the Central Excise Rules,

1944 has permitted the obligors to remove the said goods from the said unit without payment of duty and despatch the same by air, sea, rail or road for export to foreign countries without payment of duty and when required *bona fide* to do so, or other EOUs / warehouses subject to the prescribed conditions set out for the due arrival of the said goods at the said warehouse.

AND WHEREAS the Assistant Commissioner of Customs / Central Excise has permitted the obligor to remove the goods sourced imported / domestically or goods partially manufactured or processed therefrom to the any other place in India without payment of duty subject to such conditions and limitations as may be specified by him for the purpose of repair, refining, processing, testing job work or display and to be returned to the unit thereafter.

AND WHEREAS the Assistant Commissioner of Customs / Central Excise has permitted provisional assessment of goods manufactured / warehoused by the above Obligors from time to time which could not be finalised for want of full information as regard to value / description / quality or of the proof thereof or for the non-completion of the chemical or other tests in respect thereof or otherwise, as per the provisions contained in the Central Excise Rules, 1944 as per request of the obligor.

AND WHEREAS the Commissioner of Central Excise or such other delegated authority as the case may be, has required the obligor to deposit as security for the amount of this bond, the sum of Rs. .... (Rupees ..... only) in cash (the securities as hereinafter mentioned of a total value of Rs. .... (Rupees ..... only) endorsed in favour of the President of India and accepted for and on behalf of the President of India by the Commissioner, Deputy Commissioner, Assistant Commissioner, Superintendent of Central Excise, namely ..... ) and whereas the obligor has furnished such guarantee by depositing the cash / securities as aforementioned.

**NOW THE CONDITIONS OF THE ABOVE WRITTEN BOND ARE THAT :**

1. We, the obligors shall, observe all the provisions of the Customs Act, 1962, Central Excise Act, 1944 and the rules and regulations made thereunder in respect of the said goods.
2. We, the obligors shall, pay on or before a date specified in a notice of demand all duties, and rent and charges claimable on account of the said goods under the Customs Act, 1962, Central Excise Act, 1944 and rules / regulations made thereunder together with interest on the same from the date so specified at the rate applicable.
3. We, the obligors shall, discharge all duties and penalties imposed for violation of the provisions of the Customs Act, 1962, Central Excise Act, 1944, rules and regulations in respect of the said goods not removed within one year or 5 years as the case may be from the date of the order permitting the deposit of the said goods at the said warehouse / EOU, or within such further time as may be extended by the Chief Commissioner, Commissioner of Customs / Central Excise or by the Central Board of Excise & Customs, on a specific request made by us, the obligors and also pay interest at a rate applicable from the expiry of the above said period till the date of the clearance of the goods.
4. We, the obligors shall, furnish to the Assistant Commissioner of Customs / Central Excise at Port / Airport / International Container Depot / warehouse evidence to his satisfaction within a period of three months from the date of despatch from any warehouse or unit that the said goods have duly arrived at the unit or the warehouse as the case may be.

5. We, the obligors, shall be wholly and solely responsible for ensuring that there shall be no pilferage during transit of the said goods when despatched from the place of Import, the factory of manufacture, or from the warehouse to the unit and, *vice versa*, and we, the obligors, shall pay the duty on pilfered goods, if any.
6. We, the obligors, shall observe and comply with all the provisions of the manufacture and other operations in Warehouse Regulations, 1966, Warehoused Goods (Removal) Regulations, 1963 and such other conditions as may be imposed by the proper officer / Assistant Commissioner of Central Excise or such other delegated authority, as the case may be for carrying out the purpose of the aforesaid regulations.
7. We, the obligors, shall maintain detailed accounts of all imported and indigenous goods used in the manufacturing processes and operations in proper form including of those remaining in stock and those sent outside under our obligation, and shall produce such accounts for inspection of the proper officer / Assistant Commissioner of Central Excise or such other delegated authority as the case may be, when directed by him.
8. We, the obligors shall, provide to the officer of Customs / Excise stationed at the warehouse for control and supervision of the manufacturing processes and other operations such amenities as may be specified by the Assistant Commissioner.
9. We, the obligors, shall pay all charges, including pay, allowance, leave and pensionary charges of such officer.
10. We, the obligor, shall fulfill the export obligation & conditions stipulated in Customs / Central Excise Notifications, as amended, under which the specified goods have been imported / sourced, as well as the Import - Export Policy for April, 1997 to 2002, as amended from time to time and to pay on demand an amount equal to the Customs and Central Excise Duties leviable on the goods as are not proved to the satisfaction of Assistant Commissioner of Customs / Central Excise to have been used in the manufacture of articles for export and any penalty imposed under Customs Act, 1962 or Central Excise Act, 1944 and rules or regulations made thereunder as the case may be.
11. We, the obligors, shall discharge all dues whether Central Excise duty or the lawful charge which shall be demandable on the goods obtained by us without payment of duty from the domestic tariff area and transported from the place of procurement to our premises for use in Special Industrial purpose and shall also pay after final assessment by the proper officer / Assistant Commissioner of Central Excise or such other delegated authority, as the case may be, which were assessed on provisional basis under Rule 9 B of Central Excise Rules, 1944 all dues within 10 days of the date of demand thereof being made in writing by such officers.
12. We, the obligors, shall if the articles so manufactured are and are allowed to be sold in India in such quantity and subject to such other limitations and conditions as may be specified in this behalf by the Director General of Foreign Trade, pay duty of Excise leviable on such articles under Section 3 of the Central Excise Act, 1944; and shall pay duty of excise leviable on such articles under Section 3 of Central Excise Act, 1944 and duty of Customs & Central Excise leviable on the Raw materials / Component parts used in the manufacture of such articles as are not allowed to be sold in India in accordance with the provision of Exim Policy.
13. We, the obligors, shall comply with the conditions and limitations stipulated in the said Import and Export Policy as amended from time to time or the Assistant Commissioner of Customs / Central Excise permitting the goods imported into India or sourced indigenously for the purpose aforesaid or the articles manufactured or package therefrom to be taken outside the undertaking temporarily, without payment of duty, for testing, repairs, reconditioning, processing or display etc..

14. We, the obligors, shall not change the name & style under which we, the obligors, are doing business or change the location of the manufacturing premises except with the written permission of the Assistant Commissioner of Customs / Central Excise at .....

15. We further undertake to achieve positive NFEP (Net Foreign Exchange earning as a Percentage of Exports) as provided in paragraph 9-A.4 of Export and Import Policy read with the provisions of Handbook of Procedure, Vol. I and to comply with the conditions as stipulated in the corresponding notification, relevant provisions of Export and Import Policy and relevant provisions of Handbook of Procedures, Vol I and to pay on demand –

a) in case of failure to achieve the said positive NFEP, the duty equal in amount to the portion of the duty leviable on the said goods but for the exemption contained in this notification and the duties so payable shall bear the same proportion as the unachieved portion of the NFEP bears to the positive NFEP to be achieved along with interest @24% per annum on the said duty to be paid on demand from the date of importation or procurement of the said goods till the payment of such duty,

b) in case of failure to utilize the said goods for the said purpose within the period of 5 years an amount equal to the duty as leviable on the said unutilized goods along with interest @24% per annum on the said duty from the date of importation or procurement of the said unutilized goods till the payment of such duty.

16. We, the obligors, shall maintain proper accounts financial year-wise of all foreign exchange inflows and other receipts, all foreign exchange outflow on account of imports, payment of dividend, royalty, fees, similar other accounts, consumption, utilization of the said goods and the sale of goods produced, manufactured, processed, packaged, services rendered including waste, scrap and remnants arising out of such production, manufacture, processing or packaging in the domestic tariff area and shall submit regularly quarterly statements and monthly statements (in case of gem and jewellery) to the Assistant Commissioner of Customs or Deputy Commissioner of Customs in the proforma prescribed in Appendix 16-H of Handbook of Procedures Vol – I.

If each and every one of the above conditions is duly complied with by us, the obligors, the above written bond shall be void and of no effect; otherwise the same shall remain in full force and effect and virtue.

It is hereby declared by us, the obligors and the Government as follows :-

1. The above written bond shall continue in force notwithstanding the transfer of the goods to any other person or removal of the said goods from one warehouse to another warehouse;
2. The above written bond is given for the performance of an act in which the public are interested;
3. The Government through the Commissioner of Customs / Central Excise or any other officer of Customs / Central Excise recover the sums due from the obligors in the manner laid down in sub-section (1) of Section 142 of the Customs Act, 1962 or sub-section (1) of Section 11A of the Central Excise Act, 1944.

Provided always that the liability of the surety hereunder shall not be impaired or discharged by reason of any time being granted or any forbearance, act or omission of the Government (whether with or without the knowledge or the consent of the surety) in respect

of or in relation to the obligation and condition to be performed or discharge by the obligor(s) nor shall it be necessary to sue the obligor(s) before suing the surety for amounts hereunder.

AND the President of India shall, at his option, be competent to make good all the loss and damages from the amount of the security deposit or by endorsing his rights under the above written bond or both;

I/WE further declare that this bond is given under the orders of the Central Government in the performance of an act in which the public are interested;

In these presents the words imposing singular only shall also include the plural and vice versa where the context so requires;

IN WITNESS THEREOF these presents have been signed this day .....of ..... 199.. hereinbefore written by the obligor(s) and the surety(ies).

Place

Date

*Signature of the Obligor*

Witness (1) Address (1) Occupation (1)  
(2) Address (2) Occupation (2)

*Signature of the Surety*

Witness (1) Address (1) Occupation (1)  
(2) Address (2) Occupation (2)

*Signature and date*  
*Name .....*  
*Designation .....*

ACCEPTED for and on behalf of the President of India on ..... day ..... of .....199 .

*Signature and date*  
*Name .....*  
*Designation .....*

