

**FORM B-17 (GENERAL SURETY)**  
GENERAL BOND ( WITH SURETY/ SECURITY) TO BE EXECUTED BY  
THE  
100 % EOU / UNITS IN THE EHTP/ STP/ FTZ.  
( ROLES 9-B, 13,14 AND 192)

**GENERAL BOND**

We \_\_\_\_\_ having our Register Office at \_\_\_\_\_ Chennai 600 0... hereinafter referred to as the OBLIGORS and called the SURETY(IES) ( which expression shall unless repugnant to the context or meaning there of include our heirs successors, executors, administrators, liquidators, legal representatives and assignees) hereby hold and firmly bind ourselves jointly and severally upto 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 being 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. \_\_\_\_\_ d we the obligors have duly accepted the said terms and conditions.

AND WHERE AS THE Assistant Commissioner of Customs/Central Excise at Chennai had licenced/ authorised the premises \_\_\_\_\_ at \_\_\_\_\_ Chennai \_\_\_\_\_ as a Private Warehouse/unit where in the dutiable goods Imported/sourced indigenously by us from time to time for manufacture of goods as aforesaid could be deposited for a period of 5 years/one year as the case may be without payment of duty on

conditions specified in sub-section(I) of section 59 of the Customs Act, 1962, which conditions we the obligors hereby accept.

AND WHERE AS on compliance with the Provisions of the said section 59 sd aforesaid the Proper Officer/Assistant Commissioner of Central Excise or such other delegated authority as the case may be has made an order ujnnder section 60 of the Customs Act and under Chapter X of the Central Excise Rules, 1944. Permitting to deposit the aforesaid goods in the said privates warehouse without payment of without duty.

**AND WHEREAS WE the obligors having been permitted by the Assistant Commissioner, Central Excise/ Customs at Chennai 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 WHERE AS 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 WHERE AS 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, and on prescribed conditions herein after 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 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 form 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 bonafide 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 WHERE AS 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 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 repaid, refining, processing, testing, job work or display and to be returned to the unit thereafter.

AND WHERE AS 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 there of or therewise as per the provisions contained in the Central Excise Rules 1944 as per request of the obligor.

And WHEREAS the Assistant Commissioner of Customs/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 securities as herein after mentioned of the total value of Rs. (Rupees ) endorsed in favour of The President of India and accepted for and on behalf of the President of India by the Assistant Commissioner, Customs (bonds) at Air Cargo Complex, Chennai - 600 027 and whereas the obligor has furnished such guarantee by depositing securities as aforementioned, in the form of Fixed Deposit no : dated for Rs. (Rupees ) valid till .

**NOW THE CONDITIONS FOR THE ABOVE BOND ARE THAT:**

We, the obligors, shall observe all the provisions of the Customs Act, 1962, Central Excise Act, 1944 and the rules and regulations made there under in respect of the said goods.

We, the obligors, shall, pay on or before a date specified in a notice of demand all duties, 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.

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 at the said warehouse/EOU, or within such furthertime as may be extended by the Chief Commissioner, Commissioner of Customs/Central Excise or by the Central Board of Excise and 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.

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 form the date of despatch from any warehouse or unit that the said goods have duly arrived at the unit or warehouse as the case may be.

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.

We, the obligors, shall, observe and comply with all the provisions of the manufacture and other operations in warehouse Regulations 1963 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.

We, the obligors, shall, maintain detailed accounts of all imported and indigenous goods used on 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.

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.

We, the obligors shall pay all charges including pay, allowance, leave and pensionary charges of such officer.

We, the obligors shall fulfill the export obligation & condition stipulated in Customs/Central Excise Notification as amended under which the specified goods have been imported/sourced as well as the Import-Export Policy for April 1997-2002, 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 if Customs/Central Excise to have been used in the manufacture of articles for export and any penalty imposed under Customs Act, 1962 of Central Excise Act, 1944 and rules and regulations made there under as the case may be.

We, the obligors, shall discharge all dues where 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 Rules 9B of Central Excise Rules 1944 all dues within 10 days of the date of demand thereof being made in writing by such officers.

We, the obligors shall if the articles so manufactured are and are allowed to be sold in India on such quantity and subject to such other limitations and conditions as may specified in this behalf by the Directorate General of Foreign Trade pay duty of Excise Act, 1944 and shall pay duty of Excise on 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.

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 sources 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.,

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 Chennai.

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 the full force and effect and virtue, it is hereby declared by the board the obligors and the Government at Chennai.

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.

The above written bond is given for the performance of an act in which the public are interested.

The Government through the Commissioners of Customs/Central Excise or any other officer in customs/central Excise recover the sums due from the obligors in the manner laid down in 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 discharged 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 damage 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: The validity of the bond is from upto \_\_\_\_\_.

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

Place:

Date:

Witness:

Accepted for and on behalf of the President of India on \_\_\_\_\_ day of \_\_\_\_\_ 1998

MA RKS & NOS	N O O F P K G S	DESCRIPT ION OF GOODS	QUANT ITY	AS S. VA LU E	RA TE OF DU TY	AMOU NT OF DUTY

Signature and date( notary public)

Name \_\_\_\_\_

Designation \_\_\_\_\_

of

Accepted for and on behalf

The President of India



Signature and Date

Name \_\_\_\_\_

Designation \_\_\_\_\_