

(Note: - First page print out on Rs.100 bond paper and other page on normal paper)

To,
The President of India
Acting through the Deputy
Commissioner of Customs
DEEC/EPCG Section,
JNPT/MUMBAI.

(For availing Duty Exemption under ADVANCE LICENCE/EPCG SCHEME) I/WE, **M/S.**
_____ having our registered office
_____ at hereinafter referred to as the obligor(s)
and M/S. called the surety(ies) (which expression shall, unless repugnant of the context or
meaning hereof include our heirs, successors, executors, administrators, liquidators, legal
representatives and assignees) hereby hold and firmly bind ourselves jointly and severally up to
the President of India, acting through the (Jurisdictional Deputy/Assistant Commissioner of
Customs) Department of Revenue, Ministry of Finance, Government of India, hereinafter
referred to as 'the Government' in the sum of
RS. _____ for which payment to be well and
truly made, I/We, the obligor(s) bind myself /ourselves by these presents.

WHEREAS I/WE, the obligor(s), have imported goods listed in Annexure I availing Customs duty exemption in terms of the Notification of the Government of India in the Ministry of Finance (Department of Revenue) No.103/2009 dated 11.09.2009 (hereinafter referred to as the said notification) against the Import Licence No. _____ DT _____ (hereinafter referred to as the license) for the Import of the goods mentioned therein, on the terms and conditions specified in the said notification and license.

WHEREAS I/We, the obligor(s) is/are manufacturer exporters(s) holding Registration No- _____ dated _____ with the (name and address of the registering Central Excise authority to be mentioned) superintendent, Central Excise, Range _____.

WHEREAS I/We, the obligor(s) has/have undertaken to fulfill the export obligation as specified in the said notification and the license and to produce evidence of having so fulfilled the export obligation within 30 days from the expiry of the specified export obligation period to the satisfaction of the Government.

NOW THE CONDITIONS OF THE ABOVE BOND ARE THAT:

1. We, the obligor(s) shall observe all the terms and conditions of the said notification.
2. We, the obligor(s) shall observe all the terms and conditions specified in the licence.
3. We, the obligor(s) shall fulfill the export obligation as specified in the said notification and the license and shall produce evidence of having so fulfilled the export obligation within 30 days from the expiry of the specified export obligation period to the satisfaction of the Government.
4. In the event of failure to fulfill full or part of the export obligations as specified in the said notification and the license, I/We, the obligor(s), hereby undertake to pay the customs duty but for the exemption and also interest @ 18% per annum thereon forthwith and without any demur, to the Government.
5. We, the obligor(s), shall comply with the conditions and limitations stipulated in the said Imports and Export Policy / Foreign Trade Policy as amended from time to time.
6. We, the obligor(s), shall not change the same and style, which we, the obligor(s) are doing business or change the location look of the manufacturing premises except with the written permission of the Government.

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

If is hereby declared by us, the obligor(s) and the Government as follows:-

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

2. The Government through the Commissioner of Customs or any other officer of Customs recovers the sums due from the obligor(s) in the manner laid down in sub-section (1) of the Section 142 of the Customs Act, 1962.

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 damages by endorsing his rights under the above written bond.

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 shall also include the plural and vice versa where the context so requires.

IN WITNESS HEREOF these presents have been signed this day 18TH January, 2012 herein before written by the obligor(s) and the surety(ies).

Place: MUMBAI

Date: 18.01.2012 (Signature of the Obligor)

Witness:

(1) Name & address (1) occupation (1)

(2) Name & address (2) occupation (2)

Signature & Date

Name:

Designation:

Accepted for and behalf of the President of India on Date:

SCHEDULE OF GOODS:

1. EPCG LICENCE NO./DATE :
2. DESCRIPTION OF THE GOODS : AS PER LIC.
3. ASSESSABLE VALUE :
4. DUTY LEVIABLE : Rs.
(5%+ 10% + 3% + 3% +4%)
5. DUTY PAYABLE UNDER EPCG : Rs.
[3% + 3%]
6. DUTY SAVED AMOUNT : Rs.
7. INTEREST @ 18% FOR 10 YEARS: Rs.
8. TOTAL BOND AMOUNT : RS.
9. BOND AMOUNT (ROUNDED) : RS.
10. BANK GURANTEEE : NO

AFFIDAVIT

We **M/s.** _____ having our registered office at _____ is a registered company under the provision of Indian Companies Act, 1965, hereby so solemnly affirms and sincerely state as follows:

- 1) The company is engaged in manufacturing of _____ Products for export to other countries.
- 2) Where the company is proposed to import machinery under 3% EPCG license to avail the exemption from payment of Customs duty.
- 3) The firm has not defaulted on the export obligation in respect of any EPCG Licence issued to us the past by DGFT.
- 4) Whereas the Commissioner of Customs, issued circular No.58/2004 Dt: 21/10/2004 File No.605/40/2004 Dt:21/10/2004 wherein it was been instructed that, the Importer/Exporter should not have been penalized under the and provision of Custom Act, Central Excise Act, Foreign Exchange Act & Foreign Trade (Development Regulation) Act, during last three financial years. It is hereby stated that the company is not penalized under any of Provisions of the aforesaid acts, during the last three financial years.

The aforesaid paras are true and correct as per the records of the company.

Date:

Place: Mumbai.

[Designation – Mr.-----]