**On stamp Paper 500**

**The President of India,**

**Acting through the Commissioner of Customs,**

**Name of Custom Station**

We, **CONSIGNEE NAME.,** having our registered office at **CONSIGNEE ADDRESS .**and hereinafter referred to as the **OBLIGORS** (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 up to the President of India, Acing through To The Asst. Commissioner of Customs, Dept. of Revenue, Ministry of Finance Govt. of India hereinafter referred to as "**THE GOVERNMENT**" in the sum of **Rs. XXXXXXX (amount in word.)** for which payment to be well and truly made, we the obligors bind ourselves by these presents.

WHEREAS we, the obligors have imported goods listed in Annexure 1 availing customs duty exemption in terms of the Notification of the Government of India in the Ministry of Finance (Department of Revenue) No. **018/2015** customs dated the **01-04-2015** (hereinafter referred to as the said notification) against the **Import Licence No. XXXXXX Dated XX.XX.XXXX** (hereinafter referred to as the **LICENCE**) for the import of the goods mentioned therein on the terms and conditions specified in the said notification and Licence.

WHEREAS we, M/s. **CONSIGNEE NAME.,** The obligors are Manufacturer Exporter holding **Central Excise Registration No. XXXXXXXXXXX**, issued by **Deputy Commissioner of Customs & Central Excise, Range , Division – , .** & One Star Export House Certificate No. **XXXXX** Dated **XX.XX.XXXX** Valid up to **XXXXXXXX**.

WHEREAS we the obligors have undertaken to fulfill the export obligation as specified in the said notification and the Licence and to produce evidence of h

aving to fulfill 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 obligors shall observes all the terms and conditions of the said notification.

2.  We obligors observe all the terms and conditions specified in the Licence.

1. We, the obligor(s) shall fulfill the export obligation as specified in the said notification and the Licence 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.
2. In the event of failure to fulfill full or part of the export obligation as specified in the said notification and the Licence, we, the obligors herein undertake to pay the customs duty but for the exemption and also interest @ 15% per annum there on forthwith from the date of clearance of the imported goods till the date of payment of duty and without any demur to the Government.
3. We the obligors shall comply with the conditions and limitations stipulated in the said Import and Export Policy as amended from time to time.

1. We the obligors shall not change the name and style under which we the obligors are doing business or change the location of the manufacturing premises except with the written permission of the Government.

If each and every one of the above condition 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 in virtue.

It is hereby declared by us, the obligors 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 obligors in the manner laid down in sub section (1) of the section 142 of the Customs Act, 1962.

Provided always that the liability if the surety hereunder shall not be impaired or discharged by reason of any time being granted or any forbearance, act or commission of the Government (whether with or without the knowledge of the consent of surety) in respect of or in relation to the obligation and condition to be performed or discharged by the obligors nor shall it be necessary to sue the obligors before suing the surety for amounts hereunder.

AND The President of India shall at his option be completed to make good all the loss and damages by endorsing his rights under the above written bond...

We further declare that this bond is given under the orders of the Central Government in the performance of an act is which the public are interested.

In these presents the words imposing singular shall also include the plural and vice versa where the context so required.

IN WITNESS HEREOF these presents have been signed this day **XXXXXXX,** herein before written by the obligor(s)

**For, CONSIGNEE NAME**

**(AUTHORISED PERSON NAME)**

Place:

Date:

Witness:

1.

2.

Accepted for and on behalf of The President of India on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ day of

Signature and date :

Name :

Designation :

Annexure 1

**SCHEDULE OF GOODS:**

|  |  |  |  |
| --- | --- | --- | --- |
|   |   |   |   |
| 1 | IGM Items No. & Date | **:** |  |
| 2 | Vessel Name & Voyage No. | **:** |  |
| 3 | Description of Goods: | **:** | As per List Attached |
| 4 | Country of Origin | **:** |  |
| 5 | Advance Authorisation No. & Date | **:** |  |
| 6 | CIF Value in INR | **:** |  |
| 7 | Assessable Value in INR | **:** |  |
| 8 | Normal Rate of Duty (Basic) | **:** |  |
|   | Basic Duty Amount | **:** |  |
| 9 | Duty Amount on Merit | **:** |  |
| 10 | 10% Enhancement Amount | **:** |  |
| 11 | Total Duty saved amount | **:** |  |
| 12 | Components Interest @ 15% for 3 Years (53%) | **:** |  |
| 13 | Bond Amount Duty Saved + Interest Amount) | **:** |  |
| 14 |  Bond Amount (Round of) | **:** |  |
| 15 | Bank Guarantee  | **:** |  |

**For, CONSIGNEE NAME**

**(AUTHORISED PERSON NAME)**

**On stamp Paper 500**

**AFFIDAVIT**

I Mr. , (Designation) M/s. **CONSIGNEE NAME.,** having our registered office at **CONSIGNEE ADDRESS.,** here by confirm and declare that during the course of its business,

The Company M/s. **CONSIGNEE NAME.,**have not been penalized under the provision of customs Act 1962, The Central Excise Act 1944, the Foreign Exchange Management Act (FEMA) 1999.

The Foreign Trade (Development and Regulation) Act 1992 and finance Act 1994 (Service Tax) during the last three Financial Year (i.e. 2017-2018, 2018-2019, 2019-2020).

We, as Licence holder have not defaulted on the export obligation in respect of any Advance Licence to us in the past.

The Bond/BG exempted shall stand withdrawn if DGFT or Customs come across default in the export Obligation against Advance License issued.

We, M/s. **CONSIGNEE NAME.,** have executed Bond and undertake to make good the Government revenue and applicable Interest in case of any default. We shall keep the LUT Bond and BG (In case submitted) alive for entire period of Export Obligation and further state that we shall get LUT Bond and BG (In case submitted) renewed till the Export Obligation is over.

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

 In witness here of these presents have signed this day 10/12/2020.

**Place:**

**Date: For, CONSIGNEE NAME**

**(AUTHORIZED PERSON NAME)**

Date:

To,

Dy. Commissioner of Customs

Licence Section

Jawahr Custom House,

Nhava Sheva, Navi Mumbai

Respected Sir,

Sub: Licence Registration

Ref: Advance Authorisation No. **XXXXXXX Dated XXXXXXX**  for CIF ₹ XXXXXXX issued to us.

We therefore request your good self to kindly accept LUT Bond for total Duty saved Amount as Specified in Custom Circular No. 17/2009 dated 25.05.2009. We have enclosed herewith following documents for doing needful:

1. LUT Bond on Non-Judicial Paper
2. Affidavit on Non-Judicial Paper
3. Copy of Star Export House

We request you to kindly registration our above licence and accept our LUT Bond & Bank Guarantee to avoid delay in the import consignment.

We have authorized Mr. Anand Jain, Kardex No. J-502 of M/s. EPT Exim Services Pvt. Ltd. to do all the custom formalities on our behalf.

Thanking you

Yours Faithfully

For **CONSIGNEE NAME**

**(AUTHORIZED PERSON NAME)**