

FORM B-1

GENERAL BOND (SURETY/SECURITY)

General Bond with surety/security for removal for export of excisable goods without payment of duty for export

[I/We .....of..... hereinafter called "the obligor(s)" and ..... of.....hereinafter called "the surety(ies)"/ am/are held and firmly bound to the President of India (hereinafter called the "President") in the sum of.....rupees to be paid to the President for which payment will and truly to be made/ I/We jointly and severally bind myself/ourselves and my/our respective heirs, executors/ administrators, legal representatives/successors and assigns by these presents] :

For security bond I/We.....of.....hereinafter called "obligor(s)"I/am/are held and firmly bound to the President of India (hereinafter called "the President") in the sum of.....rupees to be paid to the President of India for which payment will and truly to be made, I/We jointly and severally bind myself/ourselves and my/our respective heirs/ executors/ administrators/ legal representatives/successors and assigns by these presents];

Dated this.....day of.....

WHEREAS the above bounden obligor has been permitted to remove from time to time the excisable goods from his registered warehouse/registered factory at .....for export to foreign countries without payment of duty;

For security bond only AND WHEREAS the Commissioner has required the obligor to deposit as

security for the amount of this bond/ the sum of ..... rupees in cash (the securities as hereinafter mentioned of a total value of ..... rupees endorsed in favour of the President and accepted on his behalf by the Assistant Commissioner of Central Excise or Deputy Commissioner of Central Excise, namely, ..... and whereas the obligor has furnished such guarantee by depositing with the Commissioner the cash/securities as aforementioned;

The condition of this bond is that if the obligor and his representative shall observe all the provisions of the Central Excise (No.2) Rules, 2001 and all such amendments thereto as may be issued from time to time to be observed in respect of export of excisable goods to a foreign country or manufacture of goods and export thereof under rule 19;

And whereas the obligor(s) has /have furnished such guarantee by depositing with the Assistant Commissioner of Central Excise or the Deputy Commissioner of Central Excise the cash/securities/bank guarantee as aforementioned.

And shall observe all the provisions of the Central Excise (No.2) Rules, 2001 or the provisions of other rules made under the Central Excise Act, 1944 (1 of 1944) and all such amendments thereto, as may be issued from time to time so far as they relate to the export of excisable goods without payment of the whole or part of the duty;

And if the relevant and specific goods are duly exported to destination within such time as specified in the Central Excise (No.2) Rules, 2001 or notifications issued thereunder and/or if all dues whether excise duty or other lawful charges, which shall be demandable on the goods removed by the obligor(s) without payment of the whole or part of the duty and transported from the place of procurement for export as

For

surety shown by the Central Excise records, be duly paid into the treasury to  
bond the account of the Commissioner of Central Excise along with such  
only interest as may be specified in the said rules,/notification within ten  
days of the date of demand thereof being made in writing by the said  
Officer of Central Excise, this obligation shall be void.

For OTHERWISE and on breach or failure in the performance of any part of  
securit this condition, the same shall be in full force and virtue:

y bond

only 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 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 the both;

I/We further declare that this bond is given under the orders of the  
Central Government for the performance of enact 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 THE WITNESS THEREOF these presents have been signed the day  
hereinbefore written by the obligor(s) and the surety(ies).

Signature(s) of obligor(s).

Date:

Place:

Witnesses

(3) Name and Address

Occupation

(4) Name and Address

Occupation

Date

Place

Signature(s) of surety (ies).

Date:

Place:

Witnesses

(1) Name and Address

Occupation

(2) Name and Address

Occupation

Accepted by me this.....day of  
.....(month).....(year)

.....of Central Excise, (Designation)  
for and on behalf of the President of India.