

Continuity Bond
(To be executed by the importer and surety jointly)

KNOW ALL MEN BY THESE PRESENTS THAT I/we of No. hereinafter called the "Importer" (which expression shall include its successors/ heirs, executors, administrators and legal representatives) and I/we of hereinafter referred to as the "Surety" (which expression shall include our successor or successors, heirs, executors, administrators and legal representatives are held and firmly bound unto the President of India hereinafter called the "President" (which expression shall include his successors and assigns) in the sum of Rs. (Rupees) to be paid to the President for which payment well and truly to be made we jointly and severally bind ourselves, our successors/heirs, executors, administrators and legal representatives firmly by these presents.

Sealed with our seal (s) this..... day of..... 20.....

WHEREAS

The Assistant Commissioner of Customs/Principal Appraiser at.....(hereinafter called the "Proper Officer") has agreed to make provisional assessment of the goods imported from time to time by the importer pending submission of further documents and furnishing information and/or completion of further enquiries and/or chemical or other test and the Proper Officer has agreed to allow clearance of the goods subject to the importer's proving to the satisfaction of Proper Officer that the Import Trade Control Licences produced by the importer from time to time for the respective consignments are valid for and cover the imported goods and upon the importer and the surety agreeing to furnish such bond as is herein contained.

NOW THE CONDITION of the above written bond is such that -

- (1) If the importer shall within one month or within such extended period as the Proper Officer may allow produce such documents and furnish such information as may be called for by the Proper Officer, and
- (2) If the importer pays to the President the difference between the duty finally assessed and the duty provisionally assessed in respect of the goods imported from time to time, and
- (3) If the importer pays to the President any penalty and fine that may be adjudged in lieu of confiscation of the said goods for importation of the goods or part thereof without a valid import licence.

Then the above written bond shall be void and of no effect otherwise the same shall remain in full force and virtue.

AND IT IS HEREBY AGREED AND DECLARED by the importer as follows :-

1. This bond is given under the orders of the Central Government for the performance of an act in which the public are interested.
2. This bond shall remain in force for a period of months/years from the date hereof and the obligation and liability of the importer shall be a continuing one in respect of all goods imported from time to time by the importer between the period and
3. This bond shall be enforceable against the surety notwithstanding that proceedings have not been taken against the importer.
4. The Assistant Commissioner of Customs or other officer of the Government of India shall have full liberty without reference to the surety and without affecting the guarantee to postpone for any time or from time to time the exercise of any of the powers and rights conferred on them by law or this bond and either to enforce or forbear to enforce any such powers and rights or any remedy against the importer and the surety shall not be released by any such exercise or non-exercise by the Assistant Commissioner of Customs or other officer of the Government of India without notice to or consent of the

surety or by reason of time being given to the importer or by any variation or deviation in the terms between the President and the importer or for any other forbearance, act or omission on the part of the Government Officers to the importer which under the law relating to surety would but for this provision have effect of releasing the surety.

5. In order to give effect to this guarantee the President shall be entitled to act as if the surety was the principal debtor and the surety waive all rights as surety and other rights which may be inconsistent with the above provisions.

6. The rights of the President to recover the said amount from the surety in the manner aforesaid will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the importer with regard to the liability or that any proceedings are pending before any Officer, Tribunal or Court with regard thereto or in connection therewith.

7. The guarantee herein contained shall not be determined or affected by the liquidation or winding up of the importer.

8. The President through the Assistant Commissioner of Customs or other officer may recover the said sum of Rs or a portion thereof in the manner laid down in sub-section (1) of Section 142 of the Customs Act, 1962 without prejudice to any other mode of recovery.

9. The surety has power to give this guarantee in favour of the President and the signatory of this bond on behalf of the surety has full power to sign this bond.

10. The guarantee hereby given shall be a continuing one and shall not be revoked by the surety without the consent of the President or the Commissioner of Customs

IN WITNESS WHEREOF the importer and the surety have herein set and subscribed their respective hands and seals the day, month and year first above written.

SIGNED AND DELIVERED by and on behalf of the importer at in the presence of :-

1.

2.

SIGNED AND DELIVERED by and on behalf of the surety at in the presence of :-

1.

2.

Accepted

For and on behalf of the President of India
(Designation of the Authorised Officer)

In the presence of :-

1.....

2.....