

FORM- X D

[See Regulation 9 (2)]

(Continuity Surety Bond for transit through foreign territory)

KNOW ALL MEN BY THESE PRESENTS that we.....of..... (hereinafter called “authorised carrier” which expression shall include his heirs, executors, administrators and legal representatives) and of.....(hereinafter called “the Surety” which expression shall include his heirs, executors, administrators and legal representatives) are held and firmly bound, jointly and severally, to the President of India (hereinafter called “the Government” which expression shall include his successors and assigns) in the sum of Rs(Rupees.....) of lawful money to be paid to the Government for which payment to be well and truly made we the authorised carrier and the surety jointly and severally bind ourselves.

WHEREAS THE said authorised carrier applied to the Principal Commissioner of Customs or Commissioner of Customs, as the case may be at.....port for permission from time to time, for the transit of the coastal goods from_____to _____through_____fully described and specified in the Departure Manifest.

AND WHEREAS the said Principal Commissioner of Customs or Commissioner of Customs, as the case may be has granted permission from time to time for the transit of the said coastal goods from_____to_____through_____on the condition that the said authorised carrier and the surety executing such bond as above written agreed to execute the said bond with such conditions as hereunder written.

Now the condition of the above-written Bond is such that in case,

- (a) the containers in which they are contained or any of them differ from the description given in the said Departure Manifest or
- (b) the contents thereof have been wrongly described in the said Departure Manifest; or

(c) goods mentioned in the said Departure Manifest are not accounted to the satisfaction of the Principal Commissioner of Customs or Commissioner of Customs, as the case may be, or in case the said goods or any part thereof being subject to export duty or any restrictions under the Customs Act, 1962 (52 of 1962) or any other Act, have been lost while in transit over any foreign territory.

I/We agree to pay on demand to the President of India the amount of value of the said goods, and also such amount of penalty as may "be adjudged or imposed by the proper officer on me/us under the Customs Act, 1962.

It is hereby agreed that any amount that may be due from me/us under this Bond may be recovered in the manner laid down in sub-section (i) of Section 142 of the Customs Act, 1962. And it is hereby declared that any forbearance on the part of the said President of India or any Principal Commissioner or Commissioner or any other officer shall not in any way release the said surety, his heirs and representatives from his or their liability under the above written bond

SCHEDULE ABOVE REFERRED TO

Signed by the authorised carrier

In the presence of Witnesses.
carrier.

Signature of the authorised

Signed by the surety

In the presence of Witnesses.

Signature of the surety.