

Form- IX D

[See Regulation 9 (1) (c)]

(Continuity Surety Bond for Transshipment)

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 atport / ICD/CFS/ SEZ for permission from time to time to tranship the goods fully described and specified in the Arrival/ Departure Manifest for transshipment from the _____ to _____.

AND WHEREAS the said Principal Commissioner of Customs or Commissioner of Customs, as the case may be has granted permission from time to time to the said authorised carrier on 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 that, if the said authorised carrier shall and will cause the said goods as may be specified in the Arrival/Departure Manifest for such transshipment to be fully and safely transhipped to Port/ ICD/ CFS/ SEZ and to be there produced to the proper officer and duly handed over within one month from the date of the above bond or cause the said goods to be otherwise accounted for to the satisfaction of such officer and shall and will provide to the proper officer Arrival Manifest Form-VIII filed at destination port/ICD/ CFS/ SEZ specifying the whole of the said goods having been duly received or accounted at the destination port/ICD/ CFS/ SEZ and also if the said authorised carrier shall and will, from time to time, and at all times hereafter upon demand by the proper

officer of the Government duly authorised in that behalf pay to the said Government the full Customs duties payable upon or in respect of other goods so permitted to be transhipped as aforesaid, the value of the said goods, as the case may be, then the above-written bond shall be void and have no effect otherwise it shall remain in full force and effect.

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.

Signature of the authorised carrier.

Signed by the surety

In the presence of Witnesses.

Signature of the surety.