

ANNEXURE-C

NO USE BOND

**Bond for not opening of container/Non use of Imported goods, pending
NOC from Customs**

KNOW ALL BY THESE PRESENTS THAT M/s hereinafter referred to as the "IMPORTER" which impression shall unless excluded by or repugnant to the context include their heirs, executors, administrators, beneficiaries, successors and legal representatives here by firmly bind ourselves unto the President of India (hereinafter referred to as the Government) to pay on demand and without demur Rs..... (Rupees(the assessable value of the goods) to the Commissioner of Customs, NS-I, JNCH, Nhava Sheva hereinafter called the "Commissioner" which expression shall include the person for the time being performing the duties of the Commissioner of Customs NS-I, JNCH, Nhava Sheva, or any other officer authorized by him in this regard.

Sealed with our Seal with this day of

II. Dy./Asstt. Commissioner of Customs, Concerned Group, NS-I, JNCH, Nhava-Sheva (hereinafter called the proper officer) has agreed to allow the provisional clearance of the goods described in the schedule mentioned below imported by the importer pending submission of mandatory "No Objection Certificate" on the basis of the declared/assessed Customs Tariff Heading (CTH) as the case may be from the respective jurisdictional Customs authority where suspicious examination has been done.

III. The importer declare that as a trade facilitation measure i.e to permit clearance of imported goods in containers directly from Port/designated CFS in order to reduce the transaction time and cost for trade and industry (Ref: Facility Circular No: 22/2017 dated 01.11.2017), Customs clearance of goods under reference is now permitted by the Proper Officer of Customs pending receipt of NOC from the respective jurisdictional Customs authority has been done subject to the importer binding himself to produce requisite post-clearance NOC from the respective jurisdictional Customs Authority to the satisfaction of the Proper Officer and upon the importer agreeing to such bond as is here in contained.

IV. NOW THE CONDITIONS OF THE BOND UNDER REFERENCE ARE SUCH THAT:

1. The importer undertake to observe the relevant provisions of the Customs Act,1962 and further undertake not to tamper with customs seal affixed on the FCL container(s) or alter any part of the container and further undertake to ensure that the goods contained therein are not unloaded from the container, sold, used, consumed, transferred, substituted or dealt with in any other manner without obtaining NOC from the respective jurisdictional Customs authority.
2. The importer informs Customs about place of Storage and binds himself as much as that the cargo consignment will not be shifted to any other premises not authorized by Customs.

3. The Importer undertake to provide smooth and unhindered access to Customs who can at any time verify that Customs seal have not been tampered with.
4. The goods will be returned to proper officer, if clearance/NOC is not granted by the concerned jurisdictional Customs Authority.
5. That any fine/ or penalty and/or punishment for infringement of the relevant provisions of the Customs Act, 1962 and/or the provisions of the ACT, Rules, Regulations under which the NOC is required, shall be paid forthwith by the Importer as and when found liable for the same.
6. The validity of the bond will remain till the case is closed.

THAN THE ABOVE WRITTEN BOND SHALL BE VOID & OF NO EFFECT OTHERWISE THE SAME SHALL REMAIN IN FULL FORCE AND VIRTUE.

1. This bond is given under the orders of the Central Government for performances of an Act in which the public interest is involved.
2. The President through the Deputy/Assisstant Commissioner of Customs NS-I, JNCH, Nhava-Sheva or other officer may recover the amount due in the manner laid down in sub section 142 of the Customs Act 1962, without prejudice to any other mode of recovery under the relevant Act, Rules and Regulations and the importer is liable for confiscation, under the Customs Act, 1962.

SCHEDULE OF THE GOODS

<u>Sr. No.</u>	<u>Description</u>	<u>Details</u>
<u>1.</u>	<u>Bill of Entry No. & Date</u>	
<u>2.</u>	<u>Bill of Lading & date</u>	
<u>3.</u>	<u>Container No.</u>	
<u>4.</u>	<u>Name of Vessel</u>	
<u>5.</u>	<u>Description of Goods</u>	
<u>6.</u>	<u>Country of Origin</u>	
<u>7.</u>	<u>Assessable Value (Rs.)</u>	
<u>8.</u>	<u>Quantity</u>	
<u>9.</u>	<u>Place of Sampling if applicable</u>	
<u>10.</u>	<u>Complete address and place of storage/factory premises</u>	
<u>11.</u>	<u>Customs seal No.</u>	

Witness:

1.-----

2.-----

(Signature of importer)